

WESTBROOKE HILLS
A FLEXIBLE PLANNED COMMUNITY
PUBLIC OFFERING STATEMENT

PURCHASER SHOULD READ THIS DOCUMENT
CAREFULLY

FOR HIS OR HER OWN PROTECTION.

WITHIN SEVEN (7) DAYS AFTER RECEIPT OF A PUBLIC OFFERING STATEMENT OR SEVEN (7) DAYS AFTER RECEIPT OF AN AMENDMENT TO THE PUBLIC OFFERING STATEMENT THAT MATERIALLY AND ADVERSELY AFFECTS THE RIGHTS OR OBLIGATIONS OF THE PURCHASER, THE PURCHASER, BEFORE CONVEYANCE, MAY CANCEL ANY CONTRACT FOR PURCHASE OF A LOT FROM A DECLARANT.

IF A DECLARANT FROM WHOM THE PURCHASER ACQUIRES A LOT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT AND ANY AMENDMENTS TO A PURCHASER BEFORE CONVEYING A LOT, PURCHASER, IN ADDITION TO ANY OTHER RELIEF MAY RECOVER FROM SUCH DECLARANT DAMAGES AS PROVIDED IN §5406(c) OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT, i.e., AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE SALES PRICE FOR SUCH A LOT, UP TO TWO THOUSAND DOLLARS (\$2,000), OR IN AN AMOUNT EQUAL TO THE DAMAGES SUFFERED BY THE PURCHASER, WHICHEVER IS GREATER. HOWEVER, A MINOR OMISSION OR ERROR IN THE PUBLIC OFFERING STATEMENT OR AN AMENDMENT THERETO, THAT IS NOT WILLFUL SHALL ENTITLE A PURCHASER TO RECOVER ONLY ACTUAL DAMAGES, IF ANY.

IF A PUBLIC OFFERING STATEMENT IS RECEIVED BY THE PURCHASER MORE THAN SEVEN (7) DAYS BEFORE SIGNING A CONTRACT, THE PURCHASER CANNOT CANCEL THE CONTRACT UNLESS THERE IS AN AMENDMENT TO THE PUBLIC OFFERING STATEMENT THAT WOULD HAVE A MATERIAL AND ADVERSE EFFECT ON THE RIGHTS OR OBLIGATIONS OF THE PURCHASER.

{1328965_2}

IMPORTANT NOTICE

NO PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATION WHICH IS NOT EXPRESSLY CONTAINED IN THIS PUBLIC OFFERING STATEMENT OR IN THE DOCUMENTS REFERRED TO IN THIS PUBLIC OFFERING STATEMENT. PURCHASERS SHOULD NOT RELY UPON ANY INFORMATION, DATE OR REPRESENTATION THAT IS NOT CONTAINED IN THIS PUBLIC OFFERING STATEMENT OR IN THE DOCUMENTS REFERRED TO IN THIS PUBLIC OFFERING STATEMENT.

{1328965_2}

Community Tab #

Document

TABLE OF CONTENTS

Westbrooke Hills, a Flexible Planned

Public Offering Statement Narrative	
Declaration of Covenants, Restrictions, Easements and	2
Establishment of Homeowners Association for Westbrooke Hills, (“Declaration”)	
Articles of Incorporation and Articles of Amendment of	3
Westbrooke Hills Homeowners Association, Inc.	
Bylaws of Westbrooke Hills Homeowners Association, Inc.	4
Budgets (Projected)	5
Sample Purchase Agreement	6
Sample Deed	7
Sample Warranty	8
Stormwater Management Agreement and Declaration of	9
Easement dated January 27, 2023, of record in the Recorder’s Office at Instrument Number 6725845	
Stormwater and Access Easement dated June 29, 2022, and of	10
record in the Recorder’s Office at Instrument Number 6725844, over the adjacent lands of Elizabethtown MT Joy LLC.	
Agreement providing for Grant of Pedestrian Easement dated	11
January 27, 2023 and of record in the Recorder’s Office at Instrument Number 6725846	
Agreement providing for Grant of Non-Motorized Path Easement	12
dated January 27, 2023 and of record in the Recorder’s Office at Instrument Number 6725847	
Agreement providing for Grant of Clear Sight Easement dated	13
January 27, 2023 and of record in the Recorder’s Office at Instrument Number 6725843	
Agreement providing for Grant of Road Maintenance Easement	14
dated January 27, 2023 and of record in the Recorder’s Office at	

Instrument Number 6725848

Encroachment Agreement with PPL Electric Utilities Corporation

15

dated January 27, 2023 and of record in the Recorder's Office
at Instrument Number 6726986

{1328965_2}

Westbrooke Hills, a Flexible Planned Community
Property Phase 1
Public Offering Statement -

As required by the *Pennsylvania Uniform Planned Community Act*, 68 P.S.C.A. §5101, *et seq.* (the "Act"), this Public Offering Statement conveys information regarding the development known as Westbrooke Hills.

The Act defines and uses certain words to describe parcels of ground and improvements to these parcels.

The Act describes a "Unit" as a "physical portion of the planned community designated for separate ownership or occupancy, ..." In this Public Offering Statement, the term "Lot" will be synonymous with the term "Unit."

The Act describes and uses the terms "planned community," and "subject property," to identify the parcel of land which is subject to the Act. In this Public Offering Statement, the term "Westbrooke Hills Community" or "Community" will be synonymous with the terms "Planned Community" and "Subject Property."

The name of the Planned Community is Westbrooke Hills, a Flexible Planned Community. Westbrooke Hills Community is located south of Pennsylvania Route 283 and north of State Route 230 in Mount Joy Township, Lancaster County, Pennsylvania.

The Declarant of Westbrooke Hills is GRH-1, LLC, with an address at 120 North Pointe Boulevard, Lancaster, PA 17601 (referred to as *a* Declarant and *the* "Developer Declarant" in this Public Offering Statement).

The Developer Declarant may assign some of the rights and duties of Declarant to builders within the Community (each referred to as *a* Declarant and *collectively* "Builder Declarant" in this Public Offering Statement).

Within 7 days after receipt of this Public Offering Statement, or any amendment to this Public Offering Statement that materially and adversely affects the rights or obligations of the purchaser, the purchaser,

before conveyance, may cancel any contract for purchase of a Lot from a Declarant.

If the Declarant from whom the purchaser purchases a Lot fails to provide a Public Offering Statement, and any amendments, to a purchaser before conveying a Lot, the purchaser may, in addition to any other relief, recover from such Declarant an amount equal to 5% of the sales price of

{1328965_2}

the unit up to a maximum of \$2,000 or actual damages, whichever is the greater amount.

A minor omission or error in the Public Offering Statement, or an amendment thereto, that is not willful shall entitle the purchaser to recover only actual damages, if any.

If a purchaser receives the Public Offering Statement more than 7 days before signing a contract, the purchaser cannot cancel the contract unless there is an amendment to the Public Offering Statement that would have a material and adverse effect on the rights or obligations of that purchaser.

Any deposit (which shall not include any payment specifically stated in a sales contract to be in payment of or on account of extras, changes or custom work) made in connection with the purchase or reservation of a Lot from a Declarant ("Deposit") shall be placed in escrow and will be held in an escrow account in this Commonwealth by a licensed real estate broker, an attorney admitted to practice in this Commonwealth, a financial institution, or a licensed title insurance company in an account or in the form of a certificate of deposit designated solely for that purpose with a financial institution whose accounts are insured by a governmental agency or instrumentality until:

- (1) delivered to the Declarant, at the settlement of the purchase of the property being purchased;
- (2) delivered to the Declarant, because of purchaser's default under a contract to purchase the Lot; or
- (3) refunded to the purchaser.

Any Deposit will be returned to the purchaser if the purchaser cancels the contract pursuant to section 5406 of the Act which provides that:

- (a) In cases where delivery of a public offering statement is required under section 5401 (relating to applicability; waiver), a declarant shall provide a purchaser of a unit with a copy of the public offering statement and all amendments thereto not later than the date the purchaser executes the

contract of sale for such unit or, if no contract of sale is executed, not later than seven days before conveyance of such unit. Unless a purchaser is given the public offering statement, including all the currently effective amendments thereof, within the time period referred to in the preceding sentence, the purchaser, before conveyance, may cancel the contract within seven days, after first receiving the public offering statement and all currently effective amendments. If a public offering statement is amended after the public offering statement has been received by a purchaser of a unit, the amendment shall be provided to the purchaser promptly after it becomes

{1328965_2} 2

effective. If the amendment materially and adversely affects the rights or obligations or both of the purchaser, then the purchaser, before conveyance, may cancel the contract of sale within seven days after receiving the amendment.

(b) Method and effect of cancellation. --If a purchaser elects to cancel a contract pursuant to subsection (a), the purchaser may do so by hand-delivering notice thereof to the declarant or by mailing notice thereof by prepaid United States mail to the declarant or to the declarant's agent for service of process. Cancellation is without penalty, and all payments made by the purchaser before cancellation shall be refunded promptly.

The Community is created as a Flexible Planned Community in accordance with the Act by the recordation of a *Declaration*. A copy of the *Declaration* and amendments thereto creating the Community (upon recording) are attached to this Public Offering Statement at **Tab #2**. Additional information regarding the *Declaration* is in Section 4 of this Public Offering Statement.

Capitalized terms in this Public Offering Statement are either defined in this Public Offering Statement, are defined in Article I of the attached *Declaration*, or are defined in the Act.

1. The Community of Westbrooke Hills

The tract of land identified as Westbrooke Hills (i.e. the Subject Property as defined in the Declaration) is a parcel of land located south of State Route 283, and north of State Route 230 in Mount Joy Township, Lancaster County, Pennsylvania. The Subject Property is shown on the Subdivision Plan¹ (referred to as the "Westbrooke Hills Community" or the "Community"), and which is being developed in accordance with the Act. Lots 10 and 60 are not part of the subject Property or the Community.

Although the Community is currently only a part of the overall land identified as Westbrooke Hills, other portions of the overall tract of land identified as Westbrooke Hills (referred to as "Additional Real Estate") may (but are not required

to) be added to and become part of the Community.

Westbrooke Hills Community is a residential subdivision comprised of individual residential building lots (on which homes are planned to be built), land for street rights-of-way (some of which will be offered for dedication to Mount Joy Township and some of which will remain private), and land and facilities for the use and

¹ Final Subdivision, Land Development & Lot Add-On Plan for Westbrooke IV – Phase1, prepared by Rettew Associates, Inc. dated September 27, 2018, last revised February 9, 2022, and recorded in the Office of the Recorder of Deeds for Lancaster County, Pennsylvania ("Recorder's Office") at Instrument Number 2023-0080-J.

{1328965_2} 3

enjoyment of residents of Westbrooke Hills ("Common Elements"). Lots 10 and 60 as shown on the Phase 1 Plan, are not part of the Community. Declarant makes no representation or warranties as to how the Additional Real Estate will be developed or incorporated into the Community or even that it will be incorporated into the Community.

The principal types of homes that will be constructed on the Lots within the Community include home styles or types identified as, "single family" detached homes, duplex homes and townhomes. All of the homes and Lots will be owned by the buyers in "fee simple" ownership. If Additional Real Estate is incorporated into the Community, different types of homes and/or dwellings may be constructed upon that real estate. Declarant makes no representation or warranty regarding the types of dwellings that may be constructed upon the Additional Real Estate.

Declarant reserves the right to rent any of the Homes or Lots or to market blocks of Lots to investors.

Initially, the Community consists of 56 Lots intended for residential use.

Declarant hereby places all future owners of the Premises, including individual lot owners, on notice that the Storm Water Facilities were designed to accommodate a limited amount of impervious coverage upon each Lot. The impervious coverage limitation for each lot is identified upon Exhibit D to the Declaration (Tab #2), Exhibit B to the Stormwater Management Agreement and Declaration of Easement (Tab #9) and is reproduced on the following page.

{1328965_2} 4

Lot #	Impervious Coverage (SF)
1	3320
2	3320
3	3310
4	3310
5	3500
6	4070
7	3440
8	3500
9	3510
11	2790
12	2050
13	2050
14	2060

15	2490
16	2860
17	2050
18	2050
19	2050
20	2050
21	2680
22	2710
23	2710
24	2680
25	2800
26	2700
27	2720
28	2530
29	2630

30	2550
31	2480
32	2480
33	2490
34	2490
35	2565
36	2680
37	Detention Basin

52	2080
53	2660
54	2080
55	2040
56	2050
57	2050
58	2050
59	2050

Lot #	Impervious Coverage (SF)
38	2480
39	2480
40	2060
41	2060
42	3200
43	2730
44	3160
45	2880
46	Open Space
47	3090
48	3330
49	2050
50	2050
51	2080

The impervious coverage limitations shall continue to apply after the initial construction of the dwelling upon the lot. After the construction of the dwelling, the lot owner shall consult with the Township before adding any additional impervious coverage to the lot. If a lot owner desires to exceed the stated maximum impervious coverage, the lot owner shall be required to implement additional storm water

management facilities, which shall be reviewed and approved by the Township prior to construction. Further, the lot owner may need additional Township approvals,

{1328965_2} 5

e.g. zoning approval, to exceed the lot coverages identified above. Any such Township approval is in addition to Association approval under Article VI. Declarant, subject to Township approval reserves the right to reallocate impervious coverage from Lots the Declarant owns without the approval of the Association or other Lot Owner.

2. Common Elements

Common Elements of the Community may consist of both Common Facilities, i.e. property owned by all of the Lot Owners within the Community through Westbrooke Hills Homeowners Association and Controlled Facilities, i.e. property maintained, but not owned by the Association.

The Common Elements will generally include the Open Space, Storm Water System² and Roadways throughout the Community to the extent not accepted for dedication will be Common Elements. The Township has no obligation to accept any improvement for dedication, including but not limited to the roadways and Storm Water System. Sparrow Lane (an alley) is intended to remain a private street owned and maintained by the Association.

The *Common Elements* are comprised of both *Common Facilities* and *Controlled Facilities*.

The *Common Facilities* include Roadways throughout the Community to the extent not accepted for dedication. The Common Facilities do not include any land Conveyed or to be Conveyed to Governmental/Public Service Entities (provided that if any portion of the Community which has been offered for dedication has not been accepted and the Declarant has recorded a certificate of completion pursuant to Section 5205(a)(16)(x) of the Act, that portion of the Community shall be deemed a Common Facility).

The Declarant reserves the right to create additional Open Space Lots, which may be used in a variety of ways, including Storm Water Facilities, and such other uses as may be elected by Declarant.

The *Common Facilities* also include all Roadways, Storm Water Improvements and other improvements to the extent not accepted for dedication by Mount Joy Township or any other governmental entity. It is Developer Declarant's intent to

² Portions of Westbrooke Hills Community designated for the purpose of storm water drainage detention, retention and/or control of the volume and/or rate and/or the direction of storm water, together with improvements to Westbrooke Hills Community, including but not limited to BMP's, basins, pipes, swales, inlets, systems and other components and facilities appurtenant thereto as are constructed for the purpose of storm water drainage management. but excluding therefrom any On-Lot Storm Water Facilities as defined in the Declaration, do not include facilities, such as roof drain infiltrators,

infiltration beds, rain barrels, rain gardens or other storm water improvements, which are located entirely within, and for the sole purpose of storm water management within, the boundaries of a single Lot.

{1328965_2} 6

offer all Roadways (excluding alleys) for dedication to Mount Joy Township. Mount Joy Township has no obligation to accept dedication of any roadway(s), storm water easement or any other improvement. Declarant does not warrant Mount Joy Township will accept dedication of the roadway(s), storm water easement or any other improvement.

Portions of the Storm Water System may be dedicated to Mount Joy Township. The Storm Water System may be maintained, in whole or in part, by Mount Joy Township, in accordance with the Stormwater Management Agreement and Declaration of Easement, as an expense of Westbrooke Hills Homeowners Association. (See **Tab #9s**)

Portions of the *Common Facilities* may be *Limited Common Facilities*.

Limited Common Facilities are *Common Facilities* allocated for the exclusive use appurtenant to one or more but fewer than all of the Lots. Currently, Sparrow Lane and future alleys are Limited Common Facilities.

The *Controlled Facilities* are those portions of the Community, whether or not a part of a Unit, which are not Common Facilities but are maintained, improved, repaired and replaced by the Association.

The *Controlled Facilities* include:

General Controlled Facilities

Street lights allocated within rights-of-way dedicated to the Township or to any other governmental entity, if such Street lights are not accepted for dedication.

Those portions of the Storm Water System located on real estate which is not owned or leased by the Association, including, but not limited to, the Lots, Lot 60 depicted on the Phase 1 Plan, and the adjacent real estate owned by Elizabethtown Mt. Joy LLC.

The walking path within pedestrian easement and located on a Lot(s) as shown on the Subdivision Plan.

The description of the obligations of the Association for the maintenance, improvement, repair, replacement, regulation, management and control of the Controlled Facilities is set forth in Section 4.2 of the Declaration.

Limited Controlled Facilities

Limited Controlled Facilities are defined in Section 1.7.2.2 of the Declaration. Currently, there are no Limited Controlled Facilities, except as set forth below.

All improvements upon a lot are defined as Limited Controlled Facilities to the extent the same are not maintained in accordance with the Subdivision Plan, and/or the Governing Documents, as amended from time to time, including but not limited to (a) landscaping and lawns, (b) the exterior of each home on a Lot, including roof, deck, porches, doors, stoops, (c) driveways and sidewalks, and (d) street trees, other trees and landscaping (including buffering) required by the Subdivision Plan upon the Lots.

RESPONSIBILITY FOR STORM WATER SYSTEM

The Association shall undertake all post construction storm water maintenance obligations upon the NPDES Permit, the Subdivision Plan, the Storm Water Easements and other applicable requirements, as the same may be amended from time to time. See Exhibit "E" to the Declaration and Exhibit A to the Stormwater Management Agreement and Declaration of Easement for the current post-construction management obligations for the Subdivision Plan.

Upon approval of the Declarant's notice of termination by the Department of Environmental Protection or by an authorized county conservation district, it shall be deemed that the association or Unit Owner, as applicable, agree to and shall become responsible for compliance with the storm water management facilities' permit terms and conditions, including long-term operation and maintenance of postconstruction storm water best management practices in accordance with applicable requirements.

3. Development of Westbrooke Hills Community

Development of Westbrooke Hills, and additions to the Community (if any) are anticipated in phases. Currently, only a portion of the Overall Parcel, i.e. Property Phase 1, as shown on the Subdivision Plan, is part of the Community.³

The Overall Parcel has been preliminarily planned for development into additional building lots on which individual residences will be built. Declarant has reserved the right to create a maximum of 360 Lots or Units within the Community if any portion of the Additional Real Estate is incorporated into the

Community.⁴

³ Lots 10 and 60 as depicted upon the Phase 1 Plan are not part of the Community and are not subject to the Declaration.

⁴ Although preliminary plans have been filed with Mount Joy Township showing the subdivision of the land identified as

{1328965_2} 8

The Builder Declarants will be offering Lots for sale with homes constructed on the Lots. The homes built, however, are not part of a Unit as defined in the Act. The Developer and Builder Declarants have commenced construction of all of the improvements to the Community required for the use and occupancy of the Lots as residential building lots as shown on the Subdivision Plans, including, but not limited to, the installation of streets, curbs, sidewalks, utility services, and Storm Water Facilities (collectively referred to as "Facilities and Amenities"). The Facilities and Amenities which "MUST BE BUILT" are listed in Exhibit "C" to the *Declaration*. The Developer Declarant has posted the following financial security with the indicated entities to assure the performance by the Original Declarant of these obligations:

Mount Joy Township \$3,421,399.30 (original amount) (utility

services) No financial security posted

As construction progresses, the amount of posted financial security will be reduced and eventually fully released by the applicable entity. If Additional Real Estate is incorporated, the amount of posted financial security may increase to account for additional public improvements to be undertaken by Declarant.

The source of funding to complete the Facilities and Amenities has been secured from private investors and traditional bank lenders.

The Facilities and Amenities to be completed by the Developer Declarant are as follows and will be owned, upon completion, as indicated:

Roadways including Rights-of-Way and Cartways (to be offered for dedication to Mount Joy Township) will be public rights of way upon acceptance of dedication. If the rights-of-way, streets, and/or curbs are not accepted for dedication by Mount Joy Township, they will be Common Facilities of Westbrooke Hills Homeowners Association. Mount Joy Township has no obligation to accept dedication of any roadway(s). Declarant does not warrant Mount Joy Township will accept dedication of the roadway(s). Roadways

Additional Real Estate into as many as 213 lots, the final plan of development of the Overall Parcel may be comprised of a different number of lots, or may be planned in a different manner, subject to compliance with zoning and all other laws. If economic conditions change, it is possible that only Property Phase 1 of Westbrooke Hills will be developed in accordance with the preliminary plans.

If any portion of the Additional Real Estate is added to and becomes part of Westbrooke Hills, all of the Lots in each phase will be made subject to the provisions of the Act as the Phase is added. The maximum number of additional Lots which may be added to and become part of Westbrooke Hills is 247. Together with the 57 Lots within Westbrooke Hills, the maximum number of Lots which may be in Westbrooke Hills is 304. Initially, only the Subject Property is made subject to the provisions

of the Act by the Declaration. Subsequently, additional Phases can (but are not required to) be made subject to the provisions of the Act by Amendment to the Declaration. Any and all Lots within phases added to Westbrooke Hills would be subject to all of the terms of the Declaration on an equal basis.

{1328965_2} 9

including Right-of-Way and Cartways constituting alleys as designated on a subdivision plan which will remain private and be owned and maintained by the Association as limited common elements.

Sewers conveying sewage waste will be conveyed to and owned by Elizabethtown Regional Sewer Authority.

Water service pipes will be conveyed to and owned by the Elizabethtown Area Water Authority.

Other utility service facilities are not being completed by the Developer Declarant and are, and will remain, the property of the respective service providers.

The Storm Water Facilities will be Common Elements of Westbrooke Hills Homeowners Association.

Westbrooke Hills Homeowners Association will have full responsibility for the cost of maintenance, repair, improvement, administration and regulation of the Facilities and Amenities which will be or become Common Elements of Westbrooke Hills Homeowners Association.

The Developer Declarant is scheduled to complete the Facilities and Amenities on or before the sale of the last Unit to a non-declarant, but the schedule is subject to change.

Except for the mowing of storm water easements and payments of assessments to the Association, real estate taxes, and utility bills, there are no responsibilities of Lot Owners for the maintenance, repair, improvement, administration and regulation of the Facilities and Amenities.

Notwithstanding the foregoing, each Lot Owner shall be responsible for the inspection, maintenance, repair and replacement of any on-Lot storm water facilities, not included within the definition of Storm Water Facilities, in accordance with the Declaration.

Some of the structural components of the Facilities and Amenities in the Community are existing as of the date of this Public Offering Statement.

The other structural components of the Facilities and Amenities in the Community are currently under construction and are not complete as of the date of this Public Offering Statement.

{1328965_2} 10

The list of all structural components in the Community, including the dates of construction, installation and major repairs of existing structural components (if known or ascertainable), the expected useful life of each item, and the estimated cost in current dollars of replacing each of the structural components is as follows:

Streets — Under Construction, expected useful life 20 years,
\$149,400. (wearing course only).

3,405.47 Linear ft of private streets and parking lots, Under Construction,
expected useful life 40 year, \$234,636.88.

Asphalt Trail (5183 Linear Feet) — Under Construction, expected useful life
30 years, 87,851.85.

Sidewalk (common area, 4,544 Linear ft.), Under Construction, expected
useful life 60 years, \$69,523.20

Curbing — Under Construction, expected useful life 60 years, \$143,100.

Sewer System — Intended to be dedicated to Elizabethtown Regional Sewer
Authority.

Water System — Intended to be dedicated to the Elizabethtown Area Water
Authority.

Storm Water System — Under Construction, expected useful life 100 years,
\$434,405 (structural components only, excluding grading and excavation
costs).

Stormwater basin inlet/outlet maintenance, Under Construction, expected
useful life 10 years, \$50,000.00.

214 Streetlights, Under Construction, expected useful life 20 years,
\$64,200.00.

Because all major utility installations are repaired and replaced by the utility
service providers there is no cost to the Association of replacing each of the
same.

The following governmental approvals and permits are required for the use and
occupancy of the Community.

Subdivision approval from Mount Joy Township, which has been obtained, and which does not expire.

{1328965_2} 11

Approval of the design of the sanitary sewer system from Elizabethtown Regional Sewer Authority which has been obtained, and which does not expire.

NPDES (National Pollutant Discharge Elimination System) Permit (Permit No. PAD360045 A-1) issued by the Pennsylvania Department of Environmental Protection, which has been obtained, and which expires on February 7, 2026.

The Association will assume all obligations of Developer Declarant under the NPDES Permit and the Post Construction Stormwater Maintenance Plan recorded for the Property, and will become a co-permittee with other adjacent land owners.

Sewerage module approval issued by the Pennsylvania Department of Environmental Protection, which has been obtained, and which does not expire.

Building Permits from Mount Joy Township for construction of homes on the individual Lots, which have not been obtained, are expected to be obtained immediately prior to the construction of a home on a Lot, the expense of which is the responsibility of the builder of the home.

Certificates of Occupancy from Mount Joy Township for permission to occupy homes constructed on the individual Lots, which have not been obtained, are expected to be obtained immediately prior to the occupancy of a home on a Lot, the expense of which is the responsibility of the builder of the home.

4. The Declaration

A copy of the Declaration is attached to this Public Offering Statement at Tab #2. The Declaration will be recorded prior to the conveyance of a Lot to non-declarant.

The Declaration may be amended by a vote of the owners of seventy-five percent (75%) of the Lots then within the Community. In addition, if required by any governmental entities having jurisdiction over land use, mortgagees of lots, title insurers, or financing agencies, a Declarant may amend the Declaration or other documents governing the development and use of the Community.

The Declaration defines and describes:

- a. the components of "Westbrooke Hills, a Flexible Planned Community" (§§ 2.3 - 2.6)

{1328965_2} 12

- b. provisions regarding the procedure and consequences of the addition of Additional Real Estate to the Community in which additional Units, Common Elements, and Limited Common Elements may be created (§§2.8, 3.6)
- c. uncompleted improvements and Common Elements and the provisions regarding assurance of completion (§ 2.10)
- d. the property rights and responsibilities regarding the Common Elements including:
 - 1) Owner's easement of enjoyment (§ 3.3.4)
 - 2) limitation of easements, rights and privileges (§ 3.4 and § 3.5) e. easements and licenses granted to the Association and to the Declarant (§ 3.5)
- f. a list of current restrictions, easements or licenses appurtenant to or included in the Community excluding the Declaration (§ 3.5.13)

The Declaration establishes that Westbrooke Hills Homeowners Association, Inc. (the "Association") will be the entity responsible for complying with the responsibilities set forth in the Declaration. The Declaration defines and describes:

- a. the composition of the Association (§ 4.1)
- b. the powers and duties of the Association (§ 4.1.1)
- c. the responsibilities of the Association for the maintenance, improvement, repair, replacement, regulation, management and control of the:
 - 1) Common Elements, including Common or Controlled Facilities (§ 4.2.1)
 - 2) Storm Water System and Storm Water Facilities (§ 4.2.1.1) 3) Cartways (§4.2.1.2.)
 - 4) Controlled Facilities (§4.2.2.)
- d. the ability of the Association to negotiate generally available rates for the collection of Household Trash and Recyclables (§4.2.3.)
- e. enforcement by Mount Joy Township (§ 9.1)
- f. insurance to be carried by Association (§ 4.3)
- g. Membership and voting rights in the Association (§ 4.4)

There is no provision in the Declaration for any circumstances under which the Association is to become a master association or part of a master association. (A "master association" exercises powers granted to other associations on behalf of one or more other planned communities or other incorporated or unincorporated associations.)

The Declaration establishes that the Association will be managed by an Executive Board. The Declaration defines and describes:

- a. the composition of the Executive Board (§ 4.5)
- b. powers and duties of the Executive Board (§ 4.5.1)
- c. right and limitation of Declarant to appoint members of the Executive Board during and only during the Development Period (§ 4.5.2)
- d. provisions regarding transfer of control of the Executive Board from Declarant to members elected by the Lot Owners (§ 4.5.2)
- e. indemnification of officers, Executive Board and committee members (§ 4.5.3)

The Declaration establishes the procedures for assessments. The Declaration defines and describes:

- a. creation of the lien and personal obligation of assessments (§ 5.1)
- b. purpose of assessments (§ 5.3)
 - 1) Annual Assessments (§ 5.4)
 - 2) Special Assessments for capital improvements (§ 5.5)
- c. to repair damage caused by Owner (§ 5.7)
- d. to maintain, repair or replace the On-Lot Storm Water Facilities, dwelling, driveway or other Dwelling Related Improvements located on a lot or lots (§5.9)
- e. payments of assessments (§ 5.8)
- f. remedies of the Association for nonpayment of assessments (§ 5.11)
- g. procedure for issuance of estoppel certificates (§ 5.2)

The Declaration establishes Special Declarant Rights to:

- a. subject the Community to easements (§ 3.5, Article VII)
- b. modify the descriptions of the components of "Westbrooke Hills, a Flexible Planned Community" (§§ 2.1, 3.6, Article VII)
- c. make subject, or to refrain from making subject, to the Declaration, some or all, of the Additional Real Estate (§§ 3.6, 7.2)
- d. appoint members of the Executive Board pursuant to the provisions of the Declaration (§§ 4.5 and 7.2)
- e. use easements and licenses granted to Declarant (§ 7.3)

The Declaration also describes and establishes provisions for:

- a. exceptions to Declaration provisions for development and sales (§ 7.4)
- b. rights of Secured Lenders (Article VIII)
- c. obligations of Association to Secured Lenders (§ 8.2)
- d. enforcement of the provisions of the Declaration (§ 9.1)

{1328965_2} 14

- e. severability of parts of the Declaration (§ 9.2)
- f. amendment of the Declaration (§ 9.3)

5. Westbrooke Hills Homeowners Association

Westbrooke Hills Homeowners Association, Inc. (the "Association") is organized as a Pennsylvania non-profit membership corporation. The Articles of Incorporation for the Association are attached at **Tab #3**.

The Association may contract with outside firms for management services, and to perform some of the required functions of the Association.

The Association has several functions:

- a. The Association is responsible for maintaining, repairing and replacing when required all of the Common Elements such as:

the Storm Water System

Roadways, cartways, and curbs not accepted for dedication by Mount Joy Township or other governmental entity. Roadways designated as alleys on subdivision plans will not be offered as accepted for dedication by Mount Joy Township.

- b. The Association is responsible for maintaining all of the Controlled Facilities such as:

Development/Entrance signs, if constructed by Declarant.

The Storm Water Facilities located on real estate which is not owned by the Association, including but not limited to, the Lots, the property of Duane Hernley, Lot 60 and the Property of Elizabethtown MT Joy LLC

Any improvements on a Lot but only to the extent the same have not been maintained by the Lot Owner.

Development Signage as may be constructed by Declarant upon lands not owned by the Association.

The description of the obligations of the Association for the maintenance, improvement, repair, replacement, regulation, management and control of the Controlled Facilities is set forth in Section 4.2 of this Declaration.

{1328965_2} 15

Limited Controlled Facilities are defined in Section 1.7.2.2 of the Declaration. Currently, there are no limited controlled facilities.

All improvements upon a lot are defined as Limited Controlled Facilities to the extent the same are not maintained in accordance with the Subdivision Plan, the Governing Documents and/or the Construction Storm Water Management Plan, as amended from time to time, including but not limited to (a) landscaping and lawns, (b) the exterior of each home on a Lot, including roof, deck, porches, doors, stoops, (c) driveways and sidewalks, (d) retaining walls and related fencing upon the Lot/Lots, and (e) street trees, other trees and landscaping (including buffering) required by the Subdivision Plan upon the Lots.

Any improvements upon the Lot/Lots to the extent not maintained by the responsible Owner(s) in accordance with the Subdivision Plan, and Governing Documents, as amended from time to time, may be deemed to be a Limited Common Element, and thereafter may be maintained by the Association at the expense of the responsible owner.

- c. The Association can enforce, against any Lot Owner(s) violating them, the conditions, covenants, restrictions, and easements in the Declaration.

6. Membership and Assessments

To accomplish the purposes of the Declaration, each purchaser of a Lot in Westbrooke Hills Community is obligated, upon and by becoming an Owner of a Lot in the Community, to become an Owner/Member of the Association.

The Owner, or owners collectively if more than one, of each Lot constitute one Member of the Association. Each Member shall hold one Membership in the Association. The Association will have the same number of Memberships as there are Lots in the Community.

Each Membership will have one vote in the Association. The total number of votes in the Association will be equal to the total number of Lots within the Community.

If any Membership is comprised of two or more persons (that is, if any individual Lot is owned by two or more persons), the vote for such Membership shall be cast as such owners shall decide among themselves and the vote may be exercised by any

{1328965_2} 16

one of them, unless any objection or protest by any other of them is made prior to the completion of a vote, in which case the vote for such Membership will be cast in accordance with the majority vote of such owners and if no majority vote of such owners is attainable, the vote of such Membership will be cast as an abstention. In no event, however, will more than one vote be cast with respect to any Membership.

Cumulative voting will not be permitted for any purpose.

To carry out its responsibilities, the Association has the authority to collect assessments from each Lot Owner in the Community.

Each Lot Owner is obligated to pay assessments, when assessed, to the Association for the Association's operating expenses. Failure to pay these assessments would result in a lien on the Lot owned.

The Assessments are the amounts to be paid by each Lot Owner to the Association.

The annual *General Common Expenses* Assessment for each Lot for each year is based on the General Common Expense Budget established for the year, multiplied by the Association Interest of each Lot.⁵

In addition, annual *Special Allocation Assessments* for each Lot are based on the proportionate benefit to the Lot of Special Allocation Expenses Budgets.

The Special Allocation Expenses Budget for all Lots with Dwellings for which a Certificate of Occupancy has been issued by Mount Joy Township ("Occupied Dwelling Special Allocation Budget") is the Association's cost relating to such occupied Dwellings. The benefit to each Lot for which a Certificate of Occupancy has been issued by Mount Joy Township is the Association's cost relating to occupied Dwellings multiplied by the Association Interest of such Lot divided by the total Association Interests of all occupied Dwellings of the appropriate type (i.e., Duplexes or Single Family).

The estimated Budgets for the first year that the Association makes an Assessment and a full year and full occupancy (based on 213 units) are attached to this Public Offering Statement at Tab #5.

The Special Allocation Budgets of the Association do not include calculated reserves for maintenance or replacement of Common Elements, i.e., the Common Facilities and Controlled Facilities (including Limited Controlled Facilities). Any reserves shown have been established

⁵The Association Interest of each Lot shall be the quotient of one (1) divided by the then number of Lots in the Subject Property. Declaration Section 1.5. If there are 56 Lots in Westbrooke Hills, the Association Interest of each Lot is 1/56th or 1.79%.

{1328965_2} 17

arbitrarily by Declarant, and do not represent the results of a detailed analysis of necessary reserves.

At such time as maintenance or replacement of the Common Elements is required,⁶ the Executive Board will levy, subject to approval of affected Unit Owners, a Special Assessment for Capital Improvements pursuant to Section 5.5 of the Declaration.⁷

Lot Owners are advised to anticipate and make adequate financial arrangements for the payment of Special Assessments for Capital Improvements as and when required for replacements of Controlled Facilities which are parts of Units (including but not limited to roofing, siding, and painting). Funds required for Special Assessments for Capital Improvements should be accumulated by Lot Owners through individual savings or investment programs.

Other than assessments assessed in accordance with the Declaration, there are no current or expected fees or charges to be paid by Lot Owners for the use of the Common Elements and other facilities related to the Community.

Until the Association makes an Assessment, the Declarant will provide all of the money required by the Association to meet the obligations of the Association as required by the Declaration.

Except as set forth below, there are no services not reflected in the budget that the Declarant provides or expenses that the Declarant pays and that the Declarant expects may become at any subsequent time a common expense of the Association. After completion of the base coat of asphalt, Declarant may turn over responsibility for winter maintenance upon a particular Roadway to the Association, but Declarant shall remain responsible to complete such Roadway. If completed Roadways are not accepted for dedication, Declarant will transfer the Roadways to the Association and thereafter the Association shall be responsible for all expenses associated with the Roadways, including but not limited to winter maintenance, repair and replacement. Additionally, each portion of the Storm Water System shall be maintained by the Declarant until the recordation of a Certificate of Completion for such portion, in accordance with the Act.

⁶"as and when in the sole judgment of the Executive Board required, ... in accordance with applicable law, as amended ..."
Declaration Section 4.2.1.

⁷"In addition to the annual assessments authorized in the Governing Documents, the Executive Board 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 of a part of the Common Elements including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of Members voting at a meeting duly called for such purpose."

{1328965_2} 18

There is no personal property not owned by the Association but provided by the Declarant.

In addition to annual assessments, each initial purchaser of a Lot from a Declarant is obligated to pay an initial assessment to the Association. The initial assessment will be used by the Association to pay start-up expenses, to prepay certain expenses, such as insurance premiums, and to provide an initial reserve against future expenses.

The initial assessment amount is \$500.00 per lot.

The Executive Board may adjust the initial assessments from time to time, provided that so long as a Declarant or Assignee Declarant owns a lot within the Subject Property, the Declarant must approve any change to the initial assessment.

7. Executive Board

The affairs of the Association will be managed by an Executive Board, the members of which will be (except during the Development Period) elected by the Members in accordance with the Bylaws of this Association. The Executive Board will be constituted and organized, and will operate, in accordance with the Bylaws of this Association.

After the termination of Declarant control, the Executive Board shall be composed of three members elected by the Community at large.

To ensure that the Association is established and operates to accomplish the purposes for which it is created, the Association will go through a Development Period during which the Developer (Declarant) exercises greater control and has certain rights.

During this Development Period, various governmental and other financing agencies require that the Developer (Declarant) be in control of the Association and be responsible for an orderly transition of control of the Association to resident Members over the course of the Development Period.⁸

During the Development Period, the Developer (Declarant) has the right to appoint a majority of the Executive Board of the Association. Other members of the Executive Board are elected by a vote of the Lot Owners. Initially, the Executive Board will be comprised of up to three members. The Executive Board, however, has the right to revise the number of its members.

⁸ See § 4.5.2 of the *Declaration*.

{1328965_2} 19

8. The Bylaws

A copy of the Bylaws of the Association is attached to this document at Tab #4.

The Bylaws define and describe:

- a. name and location of the principal office of the Association
- b. meetings of the Members of the Association:
 - 1) proxies and voting
 - 2) consent of Members in lieu of meeting
- c. Executive Board of the Association
 - 1) composition, qualifications, powers and duties of Directors
 - 2) number and term of office.
 - 3) election of Directors
 - 4) removal and filling vacancies of Directors
- d. committees
- e. powers and duties of the Executive Board
- f. delegation of powers of the Executive Board
- g. officers of the Association
 - 1) titles, qualifications, powers and duties of officers
 - 2) election of officers by the Executive Board
 - 3) removal of and filling vacancies of officers
- h. fiscal year of the Association
- i. voluntary alternative dispute resolution procedures
- j. amendments to the Bylaws
 - 1) preparation, execution, certification and recordation of amendments to the Declaration on behalf of the Association.
 - 2) method of amending the bylaws.

9. Rules and Regulations

There are currently no rules nor regulations affecting the Community other than pursuant to the provisions of the Declaration and the Bylaws.

10. Purchase Agreement and Other Documents and Provisions affecting Purchasers

A copy of a Sample Purchase Agreement to be entered into by a Purchaser for a Lot in the Community is attached to this document at Tab #6. Each individual Purchase Agreement may vary.

The Purchase Agreement defines and describes:

a. the parties (Buyer and Seller)

{1328965_2} 20

b. the property being purchased

c. the construction of a home on the property being purchased 1)

description of the home

2) plans and specifications

d. the purchase price for the property being purchased

e. Earnest Money Deposit(s):

1) amount

2) who holds

3) interest earned on Earnest Money Deposits is payable to the Buyer

f. Settlement of the purchase

g. Construction Modification Deposit(s)

h. requirements for start of construction of a home

i. mortgage financing contingency

j. acknowledgments of provided items

1) Limited Warranty applicable to the Home and

2) Public Offering Statement applicable to the Property

k. notice provisions

l. default provisions

m. integration provision

n. information regarding broker, cooperating broker (if any), and buyer broker (if any)

There are no other documents to be signed by Purchasers of Lots prior to or at settlement of the purchase of a Lot except as may be required by any mortgage lender selected by the Purchaser and/or the entity selected by the Purchaser to insure title to the Lot, of which Declarant has no knowledge.

There is no financing for purchasers offered or arranged by the

Declarant. There are no restraints on alienation of any Lot.

A copy of a Sample Deed to be delivered to purchaser at Closing is attached at Tab #7.

A copy of a Sample Warranty to be delivered to purchaser at Closing is attached at Tab #8.

11. Conditions Affecting Title

Some or all of Westbrooke Hills Community is subject to recorded restrictions,

easements and licenses. As of the date of this Statement, the following restrictions, easements or licenses appurtenant to or included in the Subject Property are

{1328965_2} 21

recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania:

1. Rights granted to Pennsylvania Power & Light Company as set forth in Deed Book I, Volume 31, page 138; Deed Book Q, Volume 31, page 284; and Deed Book H, Volume 61, page 906.
2. Restrictions as set forth in Deed Book C, Volume 43, page 410.
3. Matters, conditions, easements, notes, site data, sketches, etc. as shown on Subdivision Plan Books J-29, page 21 and J-32, page 22.
4. Rights, reservations, etc. as set forth in Deed Book T, Volume 56, page 822.
5. Rights granted to American Telegraph and Telephone Company of Pennsylvania as set forth in Deed Book S, Volume 86, page 222.
6. Matters, conditions, easements, notes, site data, sketches, etc. as shown on Subdivision Plan Book J-200, page 58.
7. Terms and conditions of Storm Water Management Agreement and Declaration of Easement as set forth in Record Book 5757, page 107 and Document # 5909316.
8. Terms and conditions of Agreement Providing for Grant of Water and Sewer Easement as set forth in Record Book 5827, page 508.
9. Matters, conditions, easements, notes, site data, sketches, etc. as shown on Subdivision Plan recorded in Document # 2011-0017-J.
10. Terms and conditions of Cross Easement Agreement as set forth in Document # 5909317.
11. Public and private rights in and to that portion of the premises lying in the bed of Schwanger Road.
12. Rights of upper and lower riparian owners in and to the use of the waters of stream crossing premises and the natural flow thereof.

13. Rights granted to American Telegraph and Telephone Company of Pennsylvania as set forth in Deed Book K, Volume 38, page 290 and Partial Release as set forth in Record Book 2953, page 185.

{1328965_2} 22

14. Rights granted to Pennsylvania Power & Light Company as set forth in Deed Book S, Volume 54, page 597.

15. Rights granted to The United Telephone Company of Pennsylvania as set forth in Deed Book S, Volume 63, page 572 and Deed Book H, Volume 65, page 307.

16. Rights granted to Mount Joy Township Authority as set forth in Deed Book U, Volume 82, page 115.

17. Matters, conditions, easements, notes, site data, sketches, etc. as shown on Subdivision Plan recorded in Document # 2015-0057-J.

18. Terms and conditions of Highway Occupancy Permit as set forth in Document # 6669042.

19. Terms and conditions of Agreement Providing for Grant of Clear Sight Easement as set forth in Document # 6725843.

20. Terms and conditions of Storm Water and Access Easement as set forth in Document # 6725844.

21. Terms and conditions of Stormwater Management Agreement and Declaration of Easement as set forth in Document #6725845.

22. Terms and conditions of Agreement Providing for Grant of Pedestrian Easement as set forth in Document # 6725846.

23. Terms and conditions of Agreement Providing for Grant of Non Motorized Path Easement as set forth in Document #6725847.

24. Terms and conditions of Agreement Providing for Grant of Road Maintenance Easement as set forth in Document # 6725848.

25. Terms and conditions of Encroachment Agreement as set forth in Document # 6726986.

26. Matters, conditions, easements, notes, site data, sketches, etc. as shown on Subdivision Plan Book 2023-0080-J.

27. Terms and conditions of Private Agreement Among Owner and
Developer as set forth in Document # 6732629.

{1328965_2} 23

12. Other Documents and Provisions regarding Westbrooke Hills Community

There are no contracts, leases or agreements of a material nature to Westbrooke Hills Community that will or may be subject to cancellation by the Association under § 5305 of the Act (relating to termination of contracts and leases of Declarant), provided that if Declarant, on behalf of the Association, engage a property management firm that contract may be subject to termination under § 5305 of the Act.

There are no judgments against the Association, nor any pending suits to which the Association is a party nor any pending suits material to Westbrooke Hills Community of which the Declarant has actual knowledge.

There are no outstanding and uncured notices of violations of governmental requirements affecting the Community.

There are restraints on alienation of Common Elements. The Association may not dispose of the Common Facilities, by sale or otherwise, except upon Conveyance of the Common Facilities to a Governmental/Public Service Entity or other organization which such other organization has been organized for, or has adopted the purpose of, ownership of the Common Facilities and performance of the duties and obligations of the Association as set forth in the Governing Documents, subject to the provisions of §5318 of the Act.

Lot Owners are placed on notice that there are currently electricity transmission lines which traverse the Subject Property and Overall Property. Lot Owners may be subject to inconvenience, noise, discomfort and possible injury as a result of the operation of the transmission lines. Further, Owners of Lots traversed by the transmission lines will not be permitted to construct any improvements (including but not limited to decks, patios and play sets) or plant any landscaping other than lawn grass within the easements/rights-of-way for the transmission lines.

Except as noted above, the Declarant has no knowledge of:

- (i) Hazardous conditions, including contamination, affecting the planned community site by hazardous substances, hazardous wastes or the like or the existence of underground storage tanks for petroleum products or other hazardous substances.
- (ii) Any investigation conducted to determine the presence of hazardous conditions on or affecting the planned community site.

(iii) Any finding or action recommended to be taken in the report of any such investigation or by any governmental body, agency or authority, in order to correct any hazardous conditions and any action taken pursuant to those recommendations.

{1328965_2} 24

The address and phone number of the regional office of the Department of Environmental Resources (now Department of Environmental Protection) where information concerning environmental conditions affecting the Community may be obtained is:

Department of Environmental Protection 43 Brookwood Avenue Suite 4	Carlisle, PA 17013 (717) 240-7812
--	--------------------------------------

The address and phone number of the regional office of the United States Environmental Protection Agency where information concerning environmental conditions affecting the Community may be obtained is:

United States Environmental Protection Agency 1650 Arch Street Philadelphia, PA 19103	13. <u>Property Restrictions</u> (800) 438-2472 or (800) 814-5000
---	--

The use of each Lot in the Community is limited by restrictions and obligations set forth in Article VI of the Declaration.

Restrictions affect buildings, occupancies, pets and animals, vehicles, fences, signs, antennas, drainage and other requirements.

The Association, any Lot Owner, or other person with interest in a Lot or portion of the Planned Portion, may enforce these restrictions by legal means.

14. Annexation. Merger and Dissolution

Declarant has not reserved any rights to cause the annexation or merger of the Community.

The documents provide that, in the event that the Association is dissolved, the

Common Facilities must be conveyed to another entity which would continue to hold the Common Facilities for the enjoyment of all Lot Owners subject to the provisions of the Act.

15. Other Agreements to be Assumed by Association

The agreements to be assumed or entered into by the Association include but are not limited to:

{1328965_2} 25

- a. Stormwater Management Agreement and Declaration of Easement with Mount Joy Township (Tab #9) - Pursuant to the terms of this document, the Association must maintain the stormwater management facilities as referred to therein (including the portions located on the Lot 60 and the Property of Elizabethtown), in compliance with applicable laws and the maintenance standards/responsibilities set forth therein. As part of the Association's maintenance obligations, the Association shall compile a record of the inspection and maintenance actions undertaken by or on behalf of the Association. The Association shall provide Mount Joy Township notice prior to initiation of any major repair activities (such as repairs that may be required as a result of settlement, sinkholes, seeps, structural cracking or foundation movement.)
- b. Stormwater Access Easement Agreement with Elizabethtown MT Joy LLC (Tab #10) - Pursuant to the terms of this document, the Association has the right and obligation to maintain the stormwater management facilities constructed on the Elizabethtown MT Joy LLC property as part of the Storm Water System.
- c. Agreement providing for Grant of Pedestrian Easement (Tab #11) – Pursuant to the terms of this document, the Developer has granted the Township and the public the right to utilize a pedestrian easement along Eagle Parkway, impacting Lots 11, and 42-48 on the Phase 1 Plan. The easement is to be maintained by the Association.
- d. Agreement providing for Grant of Non-Motorized Path Easement Agreement (Tab #12) - Pursuant to the terms of this document, the Developer has granted the Township and the public the right to utilize pedestrian easements within the Subject Property, impacting Lots 6, 15, 16, and 46 on the Phase 1 Plan. The easement is to be maintained by the Association.
- e. Agreement providing for Grant of Clear Sight Easement (Tab #13) – Pursuant to the terms of this document, the Developer has granted the Township clear sight triangle easements with the Subject Property, impacting Lots 52 and 53 on the Phase 1 Plan.

f. Agreement providing for Grant of Road Maintenance Easement (Tab #14) – Pursuant to the terms of this document, the Developer has granted the Township the right to place snow, ice, and similar materials during winter weather maintenance upon limited areas within Lots 3, 9, 52 and 55, as depicted therein. Owners of such lots

{1328965_2} 26

will not be permitted to make any improvements within the easement areas.

g. Encroachment Agreement with PPL Electric Utilities Corporation (Tab #15) – Pursuant to the terms of this document, PPL granted permission to install streets, alley, driveway, sidewalks, and utilities (“Facilities”) within PPL right-of-way for the transmission lines discussed above. The document places limitations upon activities upon the Facilities within the PPL right-of-way. The Association must indemnify and hold PPL harmless against all loss, liability, claims and costs in any way related to the Facilities. The Association must secure specific insurances in favor of PPL as set forth in the document.

{1328965_2} 27

PREPARED BY: BRUBAKER CONNAUGHTON GOSS
& LUCARELLI LLC

RETURN TO: BRUBAKER CONNAUGHTON GOSS
& LUCARELLI LLC
480 NEW HOLLAND AVENUE, SUITE 6205
LANCASTER, PA 17602

PARCEL ID:

Pursuant to the provisions of 68 Pa.C.S.A. Section 5201
this Declaration shall be recorded

in the Office of the Recorder of Deeds
in and for Lancaster County, Pennsylvania
and is to be indexed in the same records
as are notarized for the recording of a deed
and shall identify GRH-1, LLC (Declarant)
as the grantor, Owner and
Westbrooke Hills, a Flexible Planned Community
(Name of Planned Community)
as the grantee.

The real property made subject to this Declaration
is located in Mount Joy Township,
Lancaster County, Pennsylvania

DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS AND ESTABLISHMENT OF HOMEOWNERS
ASSOCIATION
FOR WESTBROOKE HILLS,
A FLEXIBLE PLANNED COMMUNITY
IN MOUNT JOY TOWNSHIP, LANCASTER COUNTY, PENNSYLVANIA

THE PLAT REFERENCED IN THE DECLARATION HAS BEEN RECORDED
CONCURRENTLY HEREWITH AT INSTRUMENT NO. _____-J.

{1335008}

TABLE OF CONTENTS

PREAMBLE
1 **ARTICLE I - DEFINITIONS**
2 **ARTICLE II - DESCRIPTIONS**
12 2.1 Declarant's Right to Modify..... 12
2.2 Property Subject to this Declaration..... 13
2.3 Name, Location, and Dimensions of Community 13
2.4 Plats and Plans 13
2.5 Units 14
2.7 Common Elements 15
2.8 Time Share Estates..... 17

2.9 Additional Real Estate.....	17
2.10 Convertible and Withdrawable Real Estate	17
2.11 Uncompleted Improvements and Common Elements	18
ARTICLE III - PROPERTY RIGHTS AND RESPONSIBILITIES	
20 3.1 Obligations of All Owners.....	20
3.2 Rights, Disclosure and Assumption of Conditions	22
3.3 Common Elements	23
3.4 Limitation of Easements, Rights and Privileges	25
3.5 Easements and Licenses.....	25
3.6 Addition of Other Property to the Provisions of this Declaration.....	33
ARTICLE IV - WESTBROOKE HILLS HOMEOWNERS ASSOCIATION.....	
35 4.1 The Association	
35 4.2 Maintenance Responsibilities of the Association.....	
35 4.3 Insurance to be Carried by Association	
37 4.4 Membership and Voting Rights.....	38
4.5 Executive Board	38
ARTICLE V - ASSESSMENTS	
40 5.1 Creation of the Lien and Personal Obligation of Assessments	
40 5.2 Estoppel Certificate	
41 5.3 Purpose of Assessments.....	41
5.4 Annual Assessments	41
5.5 Special Assessments for Capital Improvements.....	42
5.6 Notice and Quorum for any Action Authorized Under Section 5.5.....	42
5.7 Assessment to Repair Damage Caused by Owner or Others for Whom Owner is Responsible.....	43
5.8 Payments of Assessments.....	43
5.9 Assessment to Maintain, Repair or Replace the Dwelling, Driveway, Retaining Wall or other Dwelling Related Improvements Located on a Lot, or the Lot.	43 5.10
Initial Assessment	43 5.11
Effect of Non Payment of Assessments: Remedies of the Association	44

{1335008} - (i) -

ARTICLE VI - RESTRICTIVE COVENANTS	
45 6.1 Single Family Residences Only	
45 6.3 Landscaping and Tree Maintenance.....	46
6.4 Temporary Facilities and Storage Sheds	46
6.5 Business Use	47
6.6 Animals.....	47
6.7 Firewood	48
6.8 Tanks	48
6.9 Prohibition Against Outdoor Boilers Or Similar Heating Devices	48
6.10 Nuisances	48
6.11 Vehicles.....	48
6.12 Fences	49

6.13 Swimming Pools and Children's Playground or Similar Equipment	49
6.14 Surface Water Flow.....	50
6.15 Antennas and Solar Panels	50
6.16 Laundry	50
6.17 Gardens	51
6.18 Signs	51
6.19 Architectural Review and Approval.....	51
6.20 Compliance with Laws.....	53
6.21 Exceptions	53
ARTICLE VII - SPECIAL DECLARANT RIGHTS	
54 7.1 Right to Subject Property to Easements	
54 7.2 Exercise of Rights.....	54
7.3 Right to Use of Easements.....	54
7.4 Exception for Development and Sales.....	54
ARTICLE VIII - SECURED LENDERS.....	55
8.1 Rights of Secured Lenders	55
8.2 Obligations of Association to Secured Lenders.....	55
ARTICLE IX - GENERAL PROVISIONS.....	56
9.1 Enforcement.....	56
9.2 Severability	57
9.3 Amendment.....	57
9.4 Conflict	57
9.5 Interpretation.....	58
9.6 Subjecting of Mortgage	58

{1335008} - (ii) -

DECLARATION
OF COVENANTS, RESTRICTIONS, EASEMENTS
AND ESTABLISHMENT OF HOMEOWNERS ASSOCIATION
FOR WESTBROOKE HILLS, A FLEXIBLE PLANNED
COMMUNITY IN MOUNT JOY TOWNSHIP,
LANCASTER COUNTY, PENNSYLVANIA

This Declaration is made this ____ day of _____, 2024, by GRH-1, LLC ("Declarant") as the Owner of the subject property as described herein.

PREAMBLE

WHEREAS, Declarant is the owner of all of the real property described in Exhibit "A" attached to and made a part of this Declaration ("Subject Property"); and

WHEREAS, Declarant desires to subject the Subject Property to the terms of this Declaration and create a Flexible Planned Community; and

WHEREAS, the Subject Property has been approved for subdivision by Mount Joy Township, Lancaster, County, Pennsylvania as shown on that certain plan identified as Final Phase 1 Subdivision and Lot Add-on Plan for Westbrooke IV-Phase 1 prepared by Rettew Associates, Inc., dated September 27, 2018, last revised February 9, 2022 (herein referred to as "Subdivision Plan") and which such Subject Property has been subdivided by the recordation of said Subdivision Plan in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania ("Recorder's Office") on March 13, 2023 at Instrument No. 2023-0080-J, such subdivision, improvement and development of the Subject Property pursuant to the Subdivision Plan is also herein referred to as "Approved Development")¹; and

WHEREAS, the Subject Property is one of a number of parts (each such part is herein referred to as a "Property Phase") of a certain larger parcel of land depicted upon the Preliminary Land Development Plan for Westbrooke IV prepared by ELA Group, Inc., dated April 7, 2016, last revised May 11, 2020 (together with other real estate described in Exhibit B, hereafter referred to as the "Overall Parcel") situate in Mount Joy Township, Lancaster County, Pennsylvania, (herein referred to as "Overall Development Plan"), as such Overall Development Plan as amended if amended may be approved, in whole or in Property Phases, by Mount Joy Township; and

WHEREAS, Declarant desires to develop and improve the Subject Property pursuant to the Subdivision Plan, as amended if amended, and, further, Declarant

¹ The Subject Property does not include Lots 10 and 60 as depicted upon the Subdivision Plan. Lots 10 and 60 shall not be subject to this Declaration or part of the Community.

{1335008} 1

desires to develop and improve the Subject Property pursuant to the Overall Development Plan as the same shall be approved by Mount Joy Township and pursuant to all requirements of all governmental entities having jurisdiction thereof, subject to the rights of Declarant as set forth herein to modify the Subdivision Plan and the Overall Development Plan, with the intent that the Owners of the Units and their invited guests may have the benefit, use and enjoyment of certain portions and improvements to the Property Phases as and when developed which shall include areas and improvements to the Subject Property providing vehicular and pedestrian access to the Subject Property and storm water management, subject to the obligation of each Owner of a Unit within

the Subject Property to contribute to the cost of maintenance and improvement of storm water management facilities and areas and improvements to the Subject Property providing vehicular and pedestrian access, and all other obligations of the Association all as more fully set forth in this Declaration; and

NOW, THEREFORE, Declarant hereby declares that the Subject Property, and each part of, or Unit in, the Subject Property (excepting any part thereof, if any, conveyed or to be conveyed to governmental/public service entities) is and shall be held, transferred, sold, and occupied subject to the easements, covenants, conditions, restrictions, charges and liens set forth in this Declaration.

AND FURTHER, the Subject Property is, by this Declaration, made a Flexible Planned Community (as such term is defined by the Act) in accordance with the provisions of the Act.

ARTICLE I - DEFINITIONS

In addition to the terms set forth in this Article I, words and terms in this Declaration shall be defined pursuant to the provisions of the Act unless inconsistent therewith, in which case this Declaration shall control.

1.1 "Act" shall mean and refer to the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101, et seq.

1.2 "Additional Real Estate" shall mean and refer to the real estate described in Exhibit B hereto, including such portions of the Overall Parcel which have not been made subject to the provisions of this Declaration, i.e., Phases 2, 3, and 4 as depicted upon the Overall Development Plan and other adjacent real estate.

1.3 "Approved Development" shall mean and refer to the development and improvement of the Subject Property pursuant to and in accordance with:

1.3.1 Subdivision Plans, as defined below;

{1335008} 2

1.3.2 the Overall Development Plan, as the same may be modified or amended by Declarant;

1.3.3 Permits, as defined below;

1.3.4 Storm Water Agreements, as defined below;

1.3.5 Post Construction Storm Water Management Plans, as defined below;

1.3.6 all other approvals, conditions of approval, and applicable laws, regulations and ordinances, as the same may be modified or amended; and.

1.4 "Association" shall mean and refer to Westbrooke Hills Homeowners Association, Inc., a Pennsylvania non-profit corporation, as organized pursuant to the provisions of the Act.

1.5 "Association Interest" shall mean and refer to the relative interest in the Association of each Unit. The Association Interest of each Unit shall be the quotient of one (1) divided by the then number of Units in the Subject Property.

1.6 "Association Obligations" shall mean and refer to the requirements of the Association to comply with and to perform all obligations and duties:

1.6.1 pursuant to all provisions of this Declaration and of the Governing Documents, including but not limited to the obligations set forth in **Section 4.2** of this Declaration and all other obligations herein and therein;

1.6.2 pursuant to the Approved Development;

1.6.3 pursuant to any Private Street Agreement; by the Declarant, Township and Association;

1.6.4 pursuant to all provisions of all conditions, covenants and restrictions of record applicable to the Subject Property;

{1335008} 3

DECLARANT EXPRESSLY RESERVES THE RIGHT TO REVISE AND ADD TO THE ASSOCIATION OBLIGATIONS UNDER THIS DECLARATION, APPROVED DEVELOPMENT, STORM WATER AGREEMENT, POST CONSTRUCTION STORM WATER MANAGEMENT PLAN, PRIVATE STREET AGREEMENT OR ANY OTHER DOCUMENT, PERMIT OR PORTION THEREOF WITHOUT THE CONSENT OF THE ASSOCIATION OR ANY UNIT OWNER, AND/OR ENTER AND RECORD NEW STORM WATER AGREEMENTS, POST CONSTRUCTION MANAGEMENT AGREEMENTS, PRIVATE STREET AGREEMENTS OR OTHER

AGREEMENTS ON BEHALF OF THE ASSOCIATION; AND OBTAIN NEW OR ADDITIONAL PERMITS FOR THE DEVELOPMENT OF THE SUBJECT PROPERTY AND/OR THE ADDITIONAL REAL ESTATE. REVISIONS TO THE PERMITS AS APPLIED TO THE SUBJECT PROPERTY SHALL BE GOVERNED BY THE TERMS OF THIS DECLARATION AND SHALL BE SUBJECT TO APPROVAL BY DECLARANT SO LONG AS DECLARANT OWNS A UNIT. THE ASSOCIATION SHALL, AT THE REQUEST OF THE DECLARANT, BECOME A PARTY/SUCCESSOR TO ALL STORM WATER AGREEMENTS, POST CONSTRUCTION STORM WATER MANAGEMENT PLANS, PERMITS, PRIVATE STREET AGREEMENTS AND/OR OTHER AGREEMENTS FOR THE DEVELOPMENT OF THE SUBJECT PROPERTY, PROVIDED THAT DECLARANT SHALL BE RESPONSIBLE FOR THE INITIAL CONSTRUCTION OF IMPROVEMENTS THEREUNDER.

TO THE EXTENT REQUESTED BY DECLARANT, THE ASSOCIATION AND ALL APPLICABLE UNIT OWNERS SHALL EXECUTE SUCH DOCUMENTATION, AS REQUESTED BY DECLARANT, TO MODIFY, RENEW, EXTEND AND TERMINATE/CLOSE OUT THE NPDES PERMIT, THE APPROVED DEVELOPMENT, AND ALL OTHER PERMITS NECESSARY FOR THE DEVELOPMENT OF THE SUBJECT PROPERTY WITH AN INTEGRATED STORM WATER MANAGEMENT SYSTEM. IF THE ASSOCIATION AND/OR UNIT OWNER(S) FAIL TO EXECUTE SUCH DOCUMENTATION REQUESTED BY DECLARANT WITHIN TEN (10) DAYS OF DECLARANT'S REQUEST, DECLARANT SHALL BE DEEMED AUTHORIZED TO EXECUTE SUCH DOCUMENTATION ON BEHALF OF THE ASSOCIATION AND/OR UNIT OWNER(S).

1.7 "Common Elements" shall mean and refer to the Common Facilities and the Controlled Facilities.

1.7.1 "Common Facilities" shall mean and refer to the General Common Facilities and the Limited Common Facilities.

{1335008} 4

1.7.1.1 "General Common Facilities" shall mean all that interest in (including all of the improvements thereto) all of the Subject Property not designated as Units, including therein improvements within lands identified upon the Plat and defined in this Declaration as Roadways not accepted for dedication by any governmental/public service entity, street lighting, pedestrian easements, landscape strips within the Roadway Right-of-Way and the Storm Water System, all excluding areas

and improvements conveyed or to be conveyed to any governmental/public service entity (provided that any improvement which was offered for dedication but which (a) has not been accepted and (b) has been completed as evidenced by a recorded certificate of completion pursuant to Section 5205(a)(16)(x) of the Act shall be deemed a Common Facility), and all excepting the Limited Common Facilities. The Township has no obligation to accept dedication of any Roadway(s). Declarant does not warrant the Township will accept dedication of the Roadway(s).

1.7.1.2 "Limited Common Facilities" shall mean and refer to Common Facilities allocated for the exclusive use appurtenant to one or more but fewer than all of the Units. Limited Common Facilities are set forth in **Section 2.7.2** of this Declaration.

1.7.2 "Controlled Facilities" shall mean and refer to those portions of the Subject Property whether or not a part of a Unit, which are not Common Facilities but are maintained, improved, repaired and replaced by the Association and shall mean and refer to the General Controlled Facilities and the Limited Controlled Facilities.

1.7.2.1 "General Controlled Facilities" shall mean and refer to all of the Controlled Facilities which are not Limited Controlled Facilities. General Controlled Facilities are set forth in **Section 2.7.4** of this Declaration.

1.7.2.2 "Limited Controlled Facilities" shall mean and refer to Controlled Facilities allocated for the exclusive use appurtenant to one or more but fewer than all of the Units. Limited Controlled Facilities are set forth in **Section 2.7.4** of this Declaration.

1.8 "Common Expense Liability" shall mean and refer to liability of each Unit for a proportionate share of General Common Expenses and Special Allocation Expenses. The Common Expense Liability of each Unit each year is the

{1335008} 5

product of the Association Interest of such Unit and the General Common Expense Budget together with the Special Allocation Expense Assessment against such Unit all as duly adopted pursuant to the provisions of **Sections 5.4 and 5.5** of this Declaration.

1.9 "Community" shall mean and refer to the Subject Property as developed in accordance with the Approved Development, if and as modified, into Units,

Common Elements, and areas conveyed or to be conveyed to governmental/public service entities.

- 1.10 "Declarant" shall mean and refer to GRH-1, LLC, its successors and assigns for the purpose of development. Declarant may assign the rights and delegate the duties of Declarant herein in whole or in part to one or more assignees, in accordance with the Act.
- 1.11 "Declaration" shall mean and refer to this Declaration, as it may be amended from time to time.
- 1.12 "Development Period" shall mean and refer to the time period shall mean and refer to the period of time during which Declarant may control the Executive Board of the Association as defined by Section 5303(c) of the Act, as the same may be amended or extended from time to time.
- 1.13 "Driveways" shall mean and refer to all pavement, curbs, and other components and facilities appurtenant thereto, not within any structure, as are constructed within the Subject Property (but not within the Roadway Rights-of-Way) for the purpose of driving and/or parking of vehicles thereon.
- 1.14 "Dwelling" shall mean and refer to the structure erected or constructed on a Unit, used or to be used as the residence of natural persons.
- 1.15 "Executive Board" shall mean and refer to the body of persons, duly elected or appointed pursuant to the provisions of **Section 4.5** of this Declaration and the Bylaws of this Association, designated and empowered by this Declaration to act on behalf of the Association.
- 1.16 "Financing Agencies" shall mean and refer to those federal, state, local and private agencies and entities which regulate, participate, or otherwise have an interest in the financing, whether the primary or secondary mortgage market, security, title, or conveyancing or real property interests in the Community including but not limited to the Department of Housing and Urban Development, Federal Housing Administration, Federal Home Administration, Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association and other similar
- {1335008} 6
entities.
- 1.17 "Governing Documents" shall mean and refer to this Declaration, the Articles of Incorporation of the Association, and the Association Bylaws as all may be duly amended from time to time.

- 1.18 "Improvements" shall mean and refer to all those changes, items and facilities set forth on Exhibit "C" hereto which shall be made to, constructed on, or placed within the Subject Property including without limitation all of the same as defined as "Improvements" in the Mount Joy Township Subdivision and Land Development Ordinance as amended.
- 1.19 "Lot" and "Unit" are synonymous and each shall mean and refer to each and every one of those certain parcels of land, shown on the Subdivision Plan and the Plat as numbered lots or parcels, upon each of which one or more residential dwellings are or may be erected, provided that Lots 10 and 60 depicted upon the Subdivision Plan are not subject to this Declaration and shall not be Lots or Units within the Community.
- 1.20 "Member" or "Membership" shall mean and refer to members of the Association. The owner, or owners collectively if more than one, of each individual Unit shall constitute one Member of the Association. Each Member shall hold one Membership in the Association. The Association shall have such number of Memberships as there are Units in the Subject Property.
- 1.21 "Overall Development Plan" shall mean and refer to that certain plan identified as Preliminary Land Development Plan for Westbrooke IV prepared by ELA Group, Inc., dated April 7, 2016, last revised May 11, 2020, as such Overall Development Plan, as amended, if amended, shall have been approved by Mount Joy Township.
- 1.22 "Overall Parcel" shall mean and refer to that certain real property described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof.
- 1.23 "Owner," "Lot Owner," and "Unit Owner" are synonymous and each shall mean and refer to the record owner, whether one or more persons and/or entities, of a Unit which is a part of the Subject Property, excluding those having such interest, however described, merely as security for the performance of an obligation. Provided, however, a mortgagee in possession shall be deemed an Owner during the time of possession.
- 1.24 "Permits" shall mean and refer to the following permits and/or approvals necessary to undertake the development of the Subject Property, as the same

1.24.1 NPDES Permit #PAD360045 A-1

DECLARANT EXPRESSLY RESERVES THE RIGHT TO REVISE ANY PERMIT OR PORTION THEREOF WITHOUT THE CONSENT OF THE ASSOCIATION OR ANY UNIT OWNER, PROVIDED THAT SUCH MODIFICATION DOES NOT MATERIALLY AFFECT A NON-DECLARANT UNIT OWNER'S ABILITY TO DEVELOP ITS UNIT AND DOES NOT DECREASE THE MAXIMUM IMPERVIOUS COVERAGE IDENTIFIED EXHIBIT "D" AS ALLOCATED TO A UNIT OWNED BY A NON DECLARANT WITHOUT SUCH UNIT OWNER'S CONSENT, AND/OR OBTAIN NEW OR ADDITIONAL PERMITS FOR THE DEVELOPMENT OF THE SUBJECT PROPERTY. REVISIONS TO THE PERMITS AS APPLIED TO THE SUBJECT PROPERTY SHALL BE GOVERNED BY THE TERMS OF THIS DECLARATION. THE ASSOCIATION SHALL, AT THE REQUEST OF THE DECLARANT, BECOME A PARTY/SUCCESSOR TO ALL PERMITS FOR THE DEVELOPMENT OF THE SUBJECT PROPERTY.

1.25 "Plat" shall mean and refer to the drawings intended to be recorded concurrently with this Declaration pursuant to §5210 of the Act.

1.26 "Post Construction Storm Water Management Plan" or "PCSM Plan" shall mean and refer to the post construction storm water management plans for the Subject Property, as identified below and all subsequently approved post construction storm water management plans for the Subject Property (as the same may be further amended by Declarant or with the Declarant's approval from time to time). An excerpt of the PCSM Plan Property Phase 1 is attached hereto as Exhibit E;

Such other post construction storm water management plans for the Subject Property or any portion thereof approved by the Township and the Declarant.

In the event that any PCSM Plan is revised or modified and approved by all government entities having jurisdiction and the Declarant, such revised or modified and approved PCSM Plan shall replace and supersede any and all previous PCSM Plans to the extent of any and all differences between PCSM Plans.

DECLARANT EXPRESSLY RESERVES THE RIGHT TO REVISE ANY PORTION OF THE PCSM PLAN(S), WITHOUT THE CONSENT OF THE ASSOCIATION OR ANY UNIT OWNER, PROVIDED THAT SUCH MODIFICATION DOES NOT MATERIALLY AFFECT A NON-DECLARANT UNIT OWNER'S ABILITY TO

IMPERVIOUS COVERAGE IDENTIFIED EXHIBIT “D” AS ALLOCATED TO A UNIT OWNED BY A NON-DECLARANT WITHOUT SUCH UNIT OWNER’S CONSENT. REVISIONS TO THE PCSM PLAN(S) AS APPLIED TO THE SUBJECT PROPERTY SHALL BE GOVERNED BY THE TERMS OF THIS DECLARATION AND SHALL BE SUBJECT TO APPROVAL BY DECLARANT SO LONG AS DECLARANT OWNS A UNIT.

1.27 “Private Street Agreements” shall mean and refer to all agreements entered between Declarant, the Association and the Township or other governmental entity regarding the construction, repair and maintenance of the any roadways that are not dedicated to the Township (including both portions located within and outside of the Subject Property (as the same may be further amended by Declarant or with the Declarant’s approval from time to time)).

1.28 “Roadways” and “Streets” are synonymous and each shall mean and refer to the Roadway Rights-of-Way, Alleys and the Cartways and shall mean and refer to all those certain rights in, and improvements to the Subject Property designated for, and shown on the Subdivision Plan as for, vehicular access to Lots and other portions of the Subject Property.

1.28.1 “Roadway Rights-of-Way” shall mean and refer to the perpetual easement rights and privilege of access for ingress, egress, and regress on, over, through and within all those certain portions of the Subject Property depicted and shown on the Subdivision Plan as for the purpose of vehicular access to Lots and other portions of the Subject Property (but excluding therefrom Driveways and Alleys).

1.28.2 “Cartways” shall mean and refer to all pavement, curbs, and other components and facilities appurtenant thereto as are constructed within the Roadway Rights-of-Way for the purpose of driving of vehicles thereon (but excluding therefrom any Driveways).

1.28.3 “Alleys” shall mean and refer to the perpetual easement rights and privilege of access for ingress, egress, and regress on, over, through and within all those certain portions of the Subject Property depicted and shown on the Subdivision Plan as for the purpose of vehicular access to the rear of certain Lots and other portions of the Subject Property (but excluding therefrom Driveways)

Alleys are not intended for dedication and will be maintained by the Association in accordance with the Private Street Agreements between the Township, Declarant and the Association.

1.29 “Storm Water Agreements” shall mean and refer to all agreements entered between Declarant, the Association and the Township or other governmental

entity regarding the construction, repair and maintenance of the Storm Water System (including both portions located within and outside of the Subject Property) including but not limited to:

1.29.1 Pursuant to the Storm Water and Access Easement entered by Declarant, Elizabethtown Mt Joy LLC, the Association and the Township with respect to the storm water facilities to be constructed within Elizabethtown Mt. Joy LLC's adjacent property dated June 29, 2022 and recorded in the Recorder of Deeds Office at Instrument Number 6725844 (as the same may be further amended by Declarant or with the Declarant's approval from time to time);

1.29.2 Pursuant to the Storm water Management Agreement and Declaration of Easement dated January 27, 2023, and recorded in the Recorder of Deeds Office at Instrument Number 6725845 (as the same may be further amended by Declarant or with the Declarant's approval from time to time).

1.30 "Storm Water System" shall mean and refer to the Storm Water Facilities and the Storm Water Easements and shall mean and refer to all those certain rights in, and improvements to, inter alia, the Subject Property, Lot 60 depicted on the Subdivision Plan, and the neighboring property now or formerly owned by Elizabethtown Mt Joy LLC designated for the purpose of storm water drainage detention, retention and/or control of the volume and/or rate and/or the direction of storm water.

1.30.1 "Storm Water Facilities" shall mean and refer to all basins, pipes, swales, inlets, outfalls, dissipaters, spreaders, systems and other components and facilities appurtenant thereto as are constructed for the purpose of storm water drainage management.

1.30.2 "Storm Water Easements" shall mean and refer to the perpetual easement rights and privilege of access for ingress, egress, and regress on, over, through, under and within:

130.2.1 all those certain portions of the Subject Property depicted and shown on the Subdivision Plan and the Plat as "Drainage Easements" for the purpose of installing, operating, inspecting, replacing, adding to, maintaining and repairing the Storm Water Facilities as necessary or desirable in connection with operation of the Storm Water Facilities; and

{1335008} 10

1.30.2.2 easements established by the Storm water Agreements as defined above.

1.31 "Subdivision Plan" shall mean and refer to:

1.31.1 that certain set of plans, comprised of sheets numbered 1-29 inclusive, collectively identified as Final Subdivision and Lot Add-on Plan for Westbrooke IV Phase 1 prepared by ELA Group, dated September 27, 2018, last revised February 9, 2022 as approved by, and on file with, Mount Joy Township, Lancaster County, Pennsylvania, as the same may be modified by the Mount Joy Township Board of Supervisors, a portion of such Final Subdivision and Land Development Plan for Westbrooke being recorded in the Recorder's Office at Instrument Number 2023-0080-J.

1.31.2 Such other subdivision and land development plans for the Subject Property or any portion thereof approved by the Township and the Declarant.

In the event that any Subdivision Plan is revised or modified and approved by all government entities having jurisdiction as revised or modified, such revised or modified and approved Subdivision Plan shall replace and supersede any and all previous Subdivision Plans to the extent of any and all differences between Subdivision Plans.

DECLARANT EXPRESSLY RESERVES THE RIGHT TO REVISE ANY PORTION OF THE SUBDIVISION PLAN EXCLUDING THE BOUNDARY OR UNITS OWNED BY A NON-DECLARANT, WITHOUT THE CONSENT OF THE ASSOCIATION OR ANY LOT OWNER, BUT SUBJECT TO RECEIPT OF NECESSARY GOVERNMENTAL APPROVALS REQUIRED UNDER APPLICABLE LAWS OR ORDINANCES.

REVISIONS TO THE SUBDIVISION PLAN AS APPLIED TO THE PROPERTY SUBJECT TO THIS DECLARATION SHALL BE GOVERNED BY THE TERMS OF THIS DECLARATION.

1.32 "Subject Property" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and made a part hereof.

1.33 "Township" shall mean and refer to the Township of Mount Joy, Lancaster County, Pennsylvania, a township of the second class, duly and properly constituted as a political subdivision of the Commonwealth of Pennsylvania.

2.1 Declarant's Right to Modify

All of the descriptions set forth in this Article II are subject to the right of Declarant to modify the descriptions pursuant to the provisions of this Declaration or the Act.

2.1.1 The dimensions of the community to be developed pursuant to the terms of this Declaration, the boundaries, locations, and dimensions of Units, Common Elements, and Improvements, including Roadways, may be altered by Declarant and portions of Common Elements may be allocated as Limited Common Elements by Declarant, subject to the following limitations:

2.1.1.1 Any alteration of the dimensions of the community to be developed pursuant to the terms of this Declaration and/or any alteration to the boundaries, locations, and dimensions of Units, Common Elements, and Improvements, including Roadways, shall have been approved by all governmental entities having jurisdiction of a plan or plans of subdivision and/or land development which supersede and replace, in whole or in part, one or more Subdivision Plans as such Subdivision Plans are defined in **Section 1.31** of this Declaration; and

2.1.1.2 Any alteration to any Limited Common Elements, including but not limited to the allocation to which Unit or Units each Limited Common Element is allocated, shall require the consent of the Unit Owner(s) and Lot Owner(s) whose Unit(s) and Lot(s) are affected; and

An Amendment to this Declaration setting forth the alterations to the dimensions of the community to be developed pursuant to the terms of this Declaration and/or to the boundaries, locations, and dimensions of Units, Common Elements, and Improvements, including Roadways, and/or to any Limited Common Elements, including but not limited to the allocation to which Unit or Units each Limited Common Element is allocated shall have been executed by the Declarant and recorded pursuant to the provisions of § 5219(c) of the Act; and

2.1.1.3 If any alteration permitted by this **Section 2.1.1** shall result in any relocation of boundaries between units, plats or plans necessary to show the altered boundaries between adjoining units and their dimensions and identifying numbers shall be

2.1.1.4 If any alteration permitted by this **Section 2.1.1** shall result in any subdivision of a Unit into a combination of Units and Common Elements, an Amendment to this Declaration, including the Plats and Plans, subdividing that Unit shall be prepared and recorded pursuant to § 5215 of the Act; and

2.1.1.5 If any alteration permitted by this **Section 2.1.1** shall result in any portion of the Common Elements being allocated as Limited Common Elements, an Amendment to this Declaration setting forth the portions of common Elements so allocated as Limited Common Elements shall have been executed by the Declarant pursuant to § 5209(c) of the Act.

NOTWITHSTANDING THE FOREGOING, DECLARANT MAY ALTER AND/OR ENLARGE THE CAPACITY OF THE STORM WATER FACILITIES AND MAKE OTHER CHANGES TO STORM WATER FACILITIES WITHOUT THE PERMISSION OF THE UNIT OWNERS SERVED THEREBY OR THE UNIT OWNERS UPON WHOSE UNITS THE STORM WATER FACILITIES ARE LOCATED.

2.2 Property Subject to this Declaration

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is the Subject Property, located in Mount Joy Township, Lancaster County, Pennsylvania, as described in Exhibit"A" attached hereto and made a part hereof.

There is no real estate in which the Unit Owners will own only an estate for years, and there are no noncontiguous parcels of real estate comprising the Community. There are no encroachments by or upon any portion of the Community.

2.3 Name, Location, and Dimensions of Community

The name of the community to be developed pursuant to the terms of this Declaration is "Westbrooke Hills, a Flexible Planned Community." The location and dimensions of the community to be developed pursuant to the terms of this Declaration are shown and depicted on the Plat.

2.4 Plats and Plans

The Plat to this Declaration is intended to be recorded concurrently herewith in the Plan Book of the Recorder's Office. Pursuant to §5210(a) of the Act, all information required by §5210 of the Act being contained in the Plat, separate plats and plans are not required. The Certification required by §5210(i)(3) of the Act is set forth on the Plat.

Existing improvements to the Subject Property are shown on the Plat. All Improvements (as such term is defined in **Section 1.18** of this Declaration) shown on the Plat MUST BE BUILT and the intended location and dimensions of all such Improvements (the location and dimensions of which are capable of being shown on a plan) are shown on the Plat.

NOTWITHSTANDING THE FOREGOING, DECLARANT MAY ALTER AND/OR ENLARGE THE CAPACITY OF THE STORM WATER FACILITIES AND MAKE OTHER CHANGES TO STORM WATER FACILITIES WITHOUT THE PERMISSION OF THE UNIT OWNERS SERVED THEREBY OR THE UNIT OWNERS UPON WHOSE UNITS THE STORM WATER FACILITIES ARE LOCATED.

In the event of any discrepancy between any Subdivision Plan (including any Subdivision Plan which is revised or modified and approved by all government entities having jurisdiction which replaces and supersedes any and all previous Subdivision Plans) and the Plat, the latest Subdivision Plan shall control and will define location and dimensions of the community, the Common Elements, all Lot boundaries, Unit identifying numbers, and the location and dimensions of all easements serving or burdening any portion of the planned community to the extent shown on such Subdivision Plan, and all other matters shown and depicted on the Plat.

2.5 Units

Each Unit is defined and described as being a Lot as shown on the Subdivision Plan upon which one or more residential dwellings are or may be erected (including any portion which may be subject to a Storm Water Easement)², excepting therefrom any real estate which are Common Facilities and further excepting therefrom real estate conveyed or to be conveyed to governmental/public service entities. The identifying number of each Unit is the Lot Number for such Unit as shown on the Subdivision Plan and the Plat. The vertical boundaries of each Unit are the Lot boundaries as shown on the Subdivision Plan and the Plat. There are no horizontal boundaries to any Unit. In the event of any discrepancy between the Plat

² Lots 10 and 60 depicted upon the Subdivision Plan are not subject to this Declaration and shall not be Lots or Units within the Community.

and the Subdivision Plan, the Subdivision Plan shall be controlling.

There are no buildings that contain or comprise all or part of any Unit. Further, there are no buildings located within the Subject Property which must be built.

There are 56 Units/ Lots in the Subject Property. Additional Units and Lots may be created within the Additional Real Estate. Lots 37 and 46 are Common Facilities of the Association, and not Units within the Community.

Unit(s) (i.e., Lot(s)) owned by Declarant may be subdivided into two or more units (i.e., Lots), common elements or a combination of units or common elements without the consent of the Association or any Unit Owner, subject to the provisions of § 5215 of the Act, provided that the total number of Units that Declarant may create through subdivision of another Unit(s) shall be an aggregate total of no more than three hundred sixty (360) Units.

2.6 Party Walls

Each wall, the centerline of which is a boundary line between two Units is a Party Wall. To the extent not inconsistent with the Governing Documents, the general rules of law regarding Party Walls and liability for damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who make use of the Party Wall in proportion to such use. If a Party Wall is damaged or destroyed by fire or other casualty, any Owner who has used the Party Wall may restore it, and if thereafter the other Owners make use of the Party Wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of the restoring Owner to a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions. An Owner who through negligent or willful act causes the Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements. The right of any Owner to contribution from any other Owner under the provisions of this section shall be appurtenant to the land and shall pass to each Owner's successors in title.

2.7 Common Elements

The Common Elements are comprised of both Common Facilities and Controlled Facilities.

2.7.1 The General Common Facilities are defined in **Section 1.7.1.1** of this

Declaration and include:

2.7.1.1 All Roadways, to the extent not accepted for dedication by Mount Joy Township or any other governmental entity, and further to the extent Cartways within such Roadways are not Limited Common Facilities.

2.7.1.2 The Storm Water System to the extent not (a) accepted for dedication by the Township or any other governmental entity or (b) located on real property not owned by the Association.

2.7.1.3 Street lights located within the Common Facilities, including those located within rights-of-way not accepted for dedication by the Township or by any other governmental entity.

2.7.1.4 All Open Space Lots, to the extent not accepted by the Township, and all improvements located thereon.

2.7.2 The Limited Common Facilities are defined in **Section 1.7.1.2** of this Declaration and include:

2.7.2.1 Alleys. Alleys within the Subject Property are not intended for dedication to the Township, and shall be maintained by the Association in accordance with the Private Street Agreement.

2.7.3 Neither the General Common Facilities nor the Limited Common Facilities include any real property conveyed to governmental/public service entities (provided that if any portion of the Community which has been offered for dedication has not been accepted and the Declarant has recorded a certificate of completion pursuant to Section 5205(a)(16)(x) of the Act, shall be deemed a Common Facility)..

2.7.4 The Controlled Facilities are defined in **Section 1.7.2** of this Declaration and include:

2.7.4.1 General Controlled Facilities

2.7.4.1.1 Street lights located within rights-of-way dedicated to the Township or to any other governmental entity, if such Street lights are not accepted for dedication.

2.7.4.1.2 Those portions of the Storm Water System located on real estate which is not owned or leased by the Association,

including, but not limited to, the Lots, Lot 60 depicted on

{1335008} 16

the Subdivision Plan, and the adjacent real estate owned by Elizabethtown Mt. Joy LLC.

2.7.4.1.3 The walking path within pedestrian easement and located on a Lot(s) as shown on the Subdivision Plan.

2.7.4.2 Limited Controlled Facilities

2.7.4.2.1 Landscaping and lawns to the extent not maintained by the responsible Owner(s) in accordance with the Governing Documents.

2.7.4.2.2 The exterior of each home on a Lot, including roof, deck, porches, doors, stoops to the extent not maintained by the Owner thereof in accordance with the Governing Documents.

2.7.4.2.3 Driveways and Sidewalks to the extent not maintained by the responsible Owner(s) in accordance with the Governing Documents.

2.7.4.2.4 Any other improvements upon the Lot/Lots to the extent not maintained by the responsible Owner(s) in accordance with the Subdivision Plan and Governing Documents.

The description of the obligations of the Association for the maintenance, improvement, repair, replacement, regulation, management and control of the Controlled Facilities is set forth in **Section 4.2.2** of this Declaration.

2.8 Time Share Estates.

There are no time-share estates created by the provisions of this

Declaration. 2.9 Additional Real Estate

The Additional Real Estate in which additional Lots, Units, Common Elements, and Limited Common Elements may be created is such portion of the Overall Parcel (including adjacent real estate) which has not been made subject to the provisions of this Declaration. The Additional Real Estate is described in Exhibit "B".

2.10 Convertible and Withdrawable Real Estate

Currently, there is no Convertible Real Estate in which additional Units,

{1335008} 17

Common Elements, and Limited Common Elements or any combination thereof may be created.

Currently, there is no Withdrawable Real Estate which may be withdrawn from the Community.

Declarant may identify any portion of any of the Additional Real Estate incorporated into the Subject Property as Convertible or Withdrawable Real Estate.

2.11 Uncompleted Improvements and Common Elements

2.11.1 Common Authority and Responsibility

All of the Subject Property shall be developed and all public improvements and improvements to Common Elements shall be completed according to the Approved Development, under Declarant's common authority and responsibility. Declarant may assign the rights and delegate the duties of common authority and control herein to an assignee, subject, however, that no such assignment shall be valid unless in writing and notice thereof shall have been given, in writing, to the Township.

Upon completion of an Improvement pursuant to the provisions of **Section 2.11.5** of this Declaration, the Association shall have common authority and responsibility for such Improvement.

2.11.2 Completion

All public improvements to the Subject Property and all Common Elements shall be completed within one year after commencement of construction of such improvements and Common Elements, or within such additional time as shall be agreed to between Declarant and Township.

Declarant is required to complete all improvements to the Subject Property and the Common Elements by the later of a) the date of the conveyance or lease to third parties by a Declarant of the last Unit owned by a Declarant, or b) or the date of the expiration of the Development Period as such Development Period is defined in **Section 1.12** of this Declaration.

2.11.3 Responsibility Prior to Completion

Until each improvement to the Subject Property and Common Elements shall be completed, the Declarant shall be solely responsible for real estate taxes assessed against or allocable to such improvement to the Subject Property or the Common Elements and for all other expenses in connection with such improvement to the Subject Property or Common Elements. Declarant shall have no responsibility to pay taxes upon Lots conveyed to others.

2.11.4 Financial Security for Completion

2.11.4.1 For the Benefit of the Association

Declarant, by this Declaration, guarantees to the Association that all improvements to the Subject Property and the Common Elements shall be completed. No third-party guarantee, bond, escrow, letter of credit or other mechanism is provided by the Declarant to the Association to assure, for the benefit of the Association, completion of the improvements and the Common Elements. Only the Declarant's own guarantee is provided to the Association to assure completion of the improvements and the Common Elements.

2.11.4.2 For the Benefit of the Township

Declarant has posted, with the Township, a Letter of Credit issued by a financial institution acceptable to Township, in addition to the Declarant's own guarantee of completion, to assure, for the benefit of the Township, completion of public improvements to the Subject Property and Common Elements, in accordance with the provisions of the Pennsylvania Municipalities Planning Code (53 P.S. §10101, et seq.) There is no time limit of the term of the Letter of Credit posted with the Township.

2.11.5 Completion

Any portion of the community, improvement to the Subject Property, or Common Element which will be maintained by the Association will

be deemed to be completed upon the recording of a certificate executed by an independent registered surveyor, architect or professional engineer stating that the portion of the community, improvement to the Subject Property, or Common Element is substantially completed

{1335008} 19

in accordance with the descriptions set forth in this Declaration, the plats and plans and the public offering statement and so as to permit the use of such portion of the community, improvement to the Subject Property or Common Element for its intended use.

ARTICLE III - PROPERTY RIGHTS AND

RESPONSIBILITIES 3.1 Obligations of All Owners

3.1.1 Dwelling and Dwelling Related Improvements upon a Lot

Except as set forth in **Sections 2.6 and 4.2.2** of this Declaration, the maintenance, repair and replacement as and when required of any portion of any building located on a Lot shall be the sole responsibility of the owner or owners of such Lot. The Grantee of each Lot in the Subject Property, by the entry of a deed for said Lot, whether or not it shall be so expressed in such deed, obligates and binds such Grantee, and the heirs, successors and assigns of such Grantee, and such Grantee is deemed to covenant as a covenant running with the land, that the Grantee of the Lot will at all times maintain any and all buildings and improvements on the Lot in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal laws and retains the functional condition thereof and further in such a manner that lack of maintenance, repair or replacement shall not impair the structural integrity of any larger building of which the building is a part.

3.1.2 Sidewalks & Driveways

The Grantee of each Lot in the Subject Property, by the acceptance of a deed to Lot, whether or not it shall be so expressed in such deed, obligates and binds such Grantee, and the heirs, successors and assigns of such Grantee, and such Grantee is deemed to covenant as a covenant running with the land, that the Grantee of the Lot will at all times maintain, repair and replacement in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal laws and retains the functional condition thereof, any and all driveways and sidewalks or other pedestrian facilities (excluding the walking path within pedestrian easement to be maintained by the

Association):

3.1.2.1 located on the Lot; or

3.1.2.2 located between the Roadway Right-of-Way Line and the

{1335008} 20

Cartway (as such terms are defined in **Section 1.28** of the Declaration) between side property line(s) (being each Lot boundary which intersects with the Lot Right-of-Way Line) in common with adjacent Lot(s) extended to the Cartway.

The maintenance, repair and replacement of driveways and sidewalks or other pedestrian facilities as herein set forth shall include the responsibility for snow removal and treatment for ice accumulation.

Shared Driveways

A limited number of Lots are served by shared driveways, depicted as "Cross Access Easement" on the Subdivision Plan. The Unit Owners served by the Shared Driveways shall share the cost of the maintenance, repair and replacement of the Shared Driveway equally. Notwithstanding the foregoing, if the Shared Driveway is damaged as a result of the negligent or intentional conduct of one of the Lot Owners, the damaging Lot Owner shall be responsible for 100% of the cost of such repair or replacement. The Lot Owners utilizing such shared drives shall be responsible for the maintenance, repair and replacement of the Shared Driveway. Any dispute arising between such owners shall be referred to the Executive Board of the Association for a determination.

3.1.3 Mowing and Landscaping

The Grantee of each Lot in the Subject Property, by the acceptance of a deed to Lot, whether or not it shall be so expressed in such deed, obligates and binds such Grantee, and the heirs, successors and assigns of such Grantee, and such Grantee is deemed to covenant as a covenant running with the land, that the Grantee of the Lot will at all times mow, maintain, and replace all grassy areas, trees and landscaping upon a Lot, in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal laws. The Owner's obligation shall include mowing of all grassy areas within Storm Water Easements and pedestrian easements located on the Owner's Lot.

3.1.4 NPDES and Other Permits.

To the extent requested by Declarant, the Association and all applicable Unit Owners shall execute such documentation, as requested by Declarant, to modify, renew, extend and terminate/close out the NPDES Permit, the Approved Development, and all Permits

{1335008} 21

necessary for the development of the Subject Property and Additional Real Estate with an integrated storm water management system, provided the same does not decrease the impervious coverage limitations set forth in Exhibit D, upon such Unit Owner's Unit. If the Association and/or Unit Owner(s) fail to execute such documentation requested by Declarant within ten (10) days of Declarant's request, Declarant shall be deemed authorized to execute such documentation on behalf of the Association and/or Unit Owner(s).

3.1.5 Animal Waste Removal.

The Grantee of each Lot in the Subject Property, by the acceptance of a deed to Lot, whether or not it shall be so expressed in such deed, obligates and binds such Grantee, and the heirs, successors and assigns of such Grantee, and such Grantee is deemed to covenant as a covenant running with the land, that the Grantee of the Lot will at all times promptly remove and properly dispose of all animal waste generated by his/her pets upon the Lot or elsewhere in the Community. Animal waste shall be deposited in the Grantee's trash for removal. Animal Waste shall not be disposed of within any portion of the Storm Water System, natural waterways, or any other area of the Community.

3.2 Rights, Disclosure and Assumption of Conditions

3.2.1 Roadways

The Township has no obligation to accept dedication of any Roadway or other improvement offered for dedication. Declarant does not warrant the Township will accept dedication of the Roadways or any other improvement. The Alleys will not be offered for dedication and will be maintained by the Association.

3.2.2 Impervious Coverage

Declarant hereby places all future owners of the Premises, including individual lot owners, on notice that the Storm Water Facilities were designed to accommodate the impervious coverages identified upon Exhibit D. The impervious coverage limitations shall continue to apply after the initial construction of the dwelling upon the Lot. After the construction of the dwelling, the Lot Owner shall consult with the Township before adding any additional impervious coverage to the Lot. If a Lot Owner desires to exceed the stated maximum impervious coverage, the Lot Owner shall be required to implement additional

{1335008} 22

storm water management facilities, which shall be reviewed and approved by the Township prior to construction. Further, the Lot Owner may need additional Township approvals, e.g. zoning approval, to exceed the lot coverages identified above. Any such Township approval is in addition to Association approval under Article VI.

DECLARANT RESERVES THE RIGHT TO REALLOCATE IMPERVIOUS COVERAGE BETWEEN AND AMONG LOTS OWNED BY DECLARANT WITHOUT THE APPROVAL OF THE ASSOCIATION OR ANY LOT OWNER.

3.2.3 Powerline Easement

As depicted upon the Subdivision Plan and the Plat, the Community is traversed by a 70 foot easement for a power line easement. Lots affected by the powerline easement include Lots 1, 28, 29, 36, 38-42 and 43, Open Space Lot 37, and Roadways. Construction within the powerline easement is subject to the terms of the easement of record.

3.2.4 Best Management Practices for Storm Water System.

3.2.4.1 The Storm Water System serving the Subject Property and the Overall Property will contain a variety of best management practices that will be maintained by the Association in accordance with the Approved Development.

3.2.4.2 Notwithstanding the foregoing, the Lot Owner shall be responsible for mowing all grassy areas within a storm water easement on the Lot.

3.3 Common Elements

3.3.1 Common Facilities

All of the Subject Property which is neither a part of any Unit, nor conveyed nor to be conveyed to a governmental/public service entity, is a Common Facility (provided that if any portion of the Community which has been offered for dedication has not been accepted and the Declarant has recorded a certificate of completion pursuant to Section 5205(a)(16)(x) of the Act, shall be deemed a Common Facility)..

{1335008} 23

3.3.2 Disposition of Common Facilities

The Association may not be dissolved nor dispose of the Common Facilities, nor any portion thereof, by sale or otherwise, except upon conveyance of the common facilities to a governmental/public service entity or other organization which such other organization has been organized for, or has adopted the purpose of, ownership of the Common Facilities and performance of the duties and obligations of the Association as set forth in the Governing Documents, subject to the provisions of §5318 of the Act and subject to 1) written approval of the Board of Supervisors of Mount Joy Township, 2) written approval of Declarant, and 3) written notice thereof to all Owners.

The Roadways as defined in **Section 1.28** of this Declaration, in whole or in part, have been made subject to a continuing and irrevocable offer of dedication to the Township, and it is anticipated that the Township will accept dedication. However, the Township has no obligation to accept dedication of any Roadway or other improvement offered for dedication. Declarant does not warrant the Township will accept dedication of the Roadways or any other improvement. If any Improvement is not accepted for dedication, including any Roadway, such Improvement shall be maintained by the Association as a Common Element. Alleys are not intended for dedication and will be maintained by the Association in accordance with the Private Street Agreement between the Township, Declarant and the Association.

3.3.3 Use of Common Elements

The Common Elements shall remain in perpetuity reserved and restricted to use for Roadways, Alleys, Storm Water Facilities, accessways, utility and other easements and servitudes and such other

uses as are consistent with the Governing Documents.

3.3.4 Owner's Easement of Enjoyment

Every Owner shall have a right of enjoyment in and to the Common Elements which are not Limited Common Facilities which shall be appurtenant to and be unseverable from each Unit.

3.3.5 Delegation by Owner

Every Owner shall have the right to delegate, in accordance with the Governing Documents, his or her right of enjoyment in and use of the Common Elements to the members of his or her family, guests, or

{1335008} 24

contract purchasers who reside in the Owner's Unit.

3.4 Limitation of Easements, Rights and Privileges

The easements, rights and privileges granted by this Declaration shall be for the benefit of and be restricted solely to the Declarant, the Township, the Association and the Owners from time to time of all or any portion of the Subject Property, and such Owners may grant the benefit of such rights and privileges in accordance with **Section 3.3.5** of this Declaration, but the same is not intended to create, and shall not be construed as creating any rights in and for the benefit of the general public.

3.5 Easements and Licenses

3.5.1 Each Lot shall be subject to a Snow Storage Easement within the required front yard setback for the placement of snow plowed from Cartways and other vehicular accesses within the Community.

3.5.2 The Storm Water Easements as defined in **Section 1.30.2** of this Declaration are hereby granted to the Association as easements in gross and further hereby made subject to a continuing and irrevocable offer of dedication to the Township.

3.5.3 Each Unit Owner shall afford to the Association and to its agents or employees access through the Unit reasonably necessary for the purposes of maintenance, repair and replacement of the Common Elements.'

3.5.4 Each Unit is subject to:

3.5.4.1 rights-of-way in perpetuity upon, over, under, through and across the Unit for the grading construction, placement and maintenance of one or more walls, fences, landscaping, and similar structures and uses and for conduits, lines and systems, being or providing conveyance of utility services to the Overall Property, together with such service equipment, facilities and components thereof as shall be necessary therefor; and

3.5.4.2 access easements for the free and uninterrupted right of entry, ingress, egress and regress upon, over, under, through and across the Unit for access for the installation, placement, maintenance, repair, replacement, modification, or any other grading, construction,

{1335008} 25

reconstruction or removal of one or more walls, fences, landscaping, and similar structures and uses and for conduits, lines and systems, being or providing conveyance of utility services to the Overall Property, together with such service equipment, facilities and components thereof as shall be necessary therefor; and

3.5.4.3 negative easements and covenants running with the land prohibiting any use of, or conditions to be created or maintained on, the Unit interfering with the use and purpose of the access easements and rights-of-way set forth in this **Section 3.5.4**.

3.5.4.4 Upon any use of the access easements and rights-of-way set forth in this **Section 3.5.4** for the purposes of such access easements and rights-of-way, upon the completion of any work performed, including, but not limited to, the construction, repair, rebuilding, relocation, or removing of all, or any portion, of any utility service line installed pursuant to the easements, such user shall, at user's sole cost and expense, restore any part of the Unit disturbed by such work including regrading as necessary to approximately the same grades as existed before the work commenced, and shall plant appropriate vegetative ground cover on all areas disturbed by the work.

3.5.5 There is hereby reserved to Declarant, and any governmental/public service

entity is hereby granted the right to use, an easement and a right-of-way in perpetuity for free and uninterrupted right of entry, ingress, egress and regress upon, over, under, through and across the all of the Common Facilities, for the placing and maintaining of utility service equipment, facilities and components on the Common

Facilities, whether for the purpose of serving the Subject Property or any other property or properties, and for access for the installation, removal, maintenance, repair or replacement of any utility or service conduits, lines and systems, including, but not limited to, those providing water, sanitary sewer, storm water management (including but not limited to storm water drainage swales, culverts, piping, discharge outlets, basins and similar improvements), electric, telephone, gas, cable, communication or any other such service, subject to the condition that upon any use of the Easements or Right-of-Way reserved by this Section for the purposes of such Easements or Right of-Way, upon the completion of any work performed, including, but not limited to, the construction, repair, rebuilding, relocation, or removing

{1335008} 26

of all, or any portion, of any of the aforesaid service components pursuant to the Easements hereby granted, the user shall, at user's sole cost and expense, restore any part of the land disturbed by such work to approximately the same condition as existed prior to the commencement of work.

3.5.6 For so long as the Declarant or successor to or assign of Declarant is engaged in developing or improving any portion of the Overall Property, there is hereby reserved to Declarant and to any and all Assignee Declarant(s), which Declarant and Assignee Declarant(s) may assign to designees of Declarant or Assignee Declarant(s), an unlimited blanket easement and a right-of-way for free and uninterrupted right of entry, ingress, egress and regress upon, over, under, through and across the entire Subject Property for the purpose of Declarant's or Assignee Declarants' discharge of all of Declarant's or Assignee Declarants' obligations or of Declarant's or Assignee Declarants' exercise of the rights of Declarant or Assignee Declarant(s) as set forth in this Declaration, of Declarant's discharge of all of Declarant's obligations or of Declarant's exercise of the rights of Declarant as set forth in this Declaration, any and all development activities including without limitation including any structures erected or constructed thereon in whole or in part, erection and maintenance of identification, directional and promotional signs, conduct of sales activities including maintenance of any office or model homes, storage, movement and use of building and construction materials, equipment and personnel, construction and modification of structures including Dwellings, Common Elements including Storm Water Facilities, Cartways, Alleys,

vehicle and pedestrian areas and utility services, and grading and regrading, including removal of existing vegetation including trees, all to the extent Declarant or Assignee Declarant(s) shall, in Declarant's or Assignee Declarants' sole judgment, deem appropriate or necessary in the development of the Subject Property.

3.5.7 The Declarant reserves for itself, and its successors and assigns a blanket easement over, upon, in, under and across all Units in the Community until such time the Improvements are complete for the purpose of performing such actions and correcting, repairing, altering, replacing, constructing and/or removing such Improvements.

3.5.8 Declarant reserves for itself, the Association and Declarant's successors and assigns (a) a blanket easement upon, across, over and under the Subject Property for the purpose of constructing, reconstructing, enlarging, repairing, inspecting, maintaining, removing and relocating all storm water management facilities, sanitary and

{1335008} 27

storm sewer facilities, water lines, telephone, electrical, cable and other utility lines and related facilities and appurtenances with respect to all of the foregoing to serve any real estate and (b) free ingress, egress and regress on, over, across and under the Subject Property, at all times and seasons forever, in order to construct, reconstruct, enlarge, repair, inspect, maintain, remove and relocate any of the foregoing improvements.

3.5.9 Declarant reserves for itself and its successors and assigns a temporary easement over every Unit transferred by Declarant to facilitate the construction of dwellings on other Units within the Subject Property. The rights granted under this temporary easement shall include, but are not limited to, the right of free ingress, egress and regress on, over, across and under the conveyed lot to facilitate the construction and grading upon the other Units, the right to regrade the conveyed Units and such other rights as Declarant's deems necessary to complete the construction of dwellings. Further, during the term of this easement, the Owner of a Unit shall be prohibited from planting any trees, bushes, shrubs or other landscaping upon the conveyed Unit without the prior written permission of the Declarant. This temporary easement shall burden each transferred Unit for a period of twenty four (24) months following the transfer of the Unit to a non Declarant.

3.5.10 The Declarant reserves for itself, and its successors and assigns (a) an easement over, upon, in, under and across the Subject Property for the sole and limited purpose of performing such actions as are consistent with the approved Grading Plan for the Overall Property, including but not limited to the correction,

regrading, alteration, replacement, addition, construction and/or removal of earth, improvements, landscaping, facilities and/or any other item, and (b) free ingress, egress and regress on, over, across and under the Subject Property, at all times and seasons forever, in order to carry out the foregoing actions.

3.5.11 No Owner (other than Declarant) shall change the grade of his/her Unit or plant or allow any vegetation within a Storm Water Easement that is inconsistent with the Approved Development, without prior written permission from the Declarant, the Board of Directors of the Association and the Township(if necessary), provided that the change or alteration must be consistent with the approved Grading Plan for the Property. If an Owner (other than Declarant) changes or alters the grade of his/her Unit or plants or allows vegetation within a Storm Water Easement which is inconsistent with the Approved

{1335008} 28

Development, without the written permission of the Declarant and/or the Board of Directors or in contravention of the Grading Plan, and Declarant (or the Association as an assign of Declarant) exercises its rights under **Section 3.5.10** above, Declarant and/or the Association shall not be liable for any damages to such Unit, the landscaping on the Unit or any other claim arising out of Declarant's or the Association's actions to regrade the non-compliant Unit. Such Owner shall be solely responsible for the re-installation of grass and landscaping upon such regraded Unit, and such Owner shall reimburse Declarant or the Association (as the case may be) all costs associated with the regrading of the Unit, including attorney's fees and other professional fees. If Declarant or the Association initiates legal proceedings to recover the amounts due under or to enforce this Section, Declarant or the Association shall also be entitled to recover its reasonable attorney's fees associated with the enforcement of the obligations under this Section.

3.5.12 In addition to the fence restrictions set forth in Article VI of this Declaration, no Owner shall install any fence, wall, structure or landscaping within, over, or through storm water easements/facilities, utility easements or clear sight triangles.

3.5.13 Some or all of the Subject Property is subject to recorded restrictions, easements and licenses. As of the date of this Declaration, the following restrictions, easements or licenses appurtenant to or included in the Subject Property are recorded in the Recorder's Office as follows:

3.5.13.1 Rights granted to Pennsylvania Power & Light Company as set forth in Deed Book I, Volume 31, page 138; Deed Book Q, Volume 31, page

284; and Deed Book H, Volume 61, page 906.

3.5.13.2 Restrictions as set forth in Deed Book C, Volume 43, page 410.

3.5.13.3 Matters, conditions, easements, notes, site data, sketches, etc. as shown on Subdivision Plan Books J-29, page 21 and J-32, page 22.

3.5.13.4 Rights, reservations, etc. as set forth in Deed Book T, Volume 56, page 822.

3.5.13.5 Rights granted to American Telegraph and Telephone Company of Pennsylvania as set forth in Deed Book S, Volume 86, page 222.

3.5.13.6 Matters, conditions, easements, notes, site data, sketches, etc. as shown on Subdivision Plan Book J-200, page 58.

{1335008} 29

3.5.13.7 Terms and conditions of Storm Water Management Agreement and Declaration of Easement as set forth in Record Book 5757, page 107 and Document # 5909316.

3.5.13.8 Terms and conditions of Agreement Providing for Grant of Water and Sewer Easement as set forth in Record Book 5827, page 508.

3.5.13.9 Matters, conditions, easements, notes, site data, sketches, etc. as shown on Subdivision Plan recorded in Document # 2011-0017-J.

3.5.13.10 Terms and conditions of Cross Easement Agreement as set forth in Document # 5909317.

3.5.13.11 Public and private rights in and to that portion of the premises lying in the bed of Schwanger Road.

3.5.13.12 Rights of upper and lower riparian owners in and to the use of the waters of stream crossing premises and the natural flow thereof.

3.5.13.13 Rights granted to American Telegraph and Telephone Company of Pennsylvania as set forth in Deed Book K, Volume 38, page 290 and Partial Release as set forth in Record Book 2953, page 185.

3.5.13.14 Rights granted to Pennsylvania Power & Light Company as set forth in Deed Book S, Volume 54, page 597.

3.5.13.15 Rights granted to The United Telephone Company of Pennsylvania as set forth in Deed Book S, Volume 63, page 572 and Deed Book H,

Volume 65, page 307.

3.5.13.16 Rights granted to Mount Joy Township Authority as set forth in Deed Book U, Volume 82, page 115.

3.5.13.17 Matters, conditions, easements, notes, site data, sketches, etc. as shown on Subdivision Plan recorded in Document # 2015-0057-J.

3.5.13.18 Terms and conditions of Highway Occupancy Permit as set forth in Document # 6669042.

3.5.13.19 Terms and conditions of Agreement Providing for Grant of Clear Sight Easement as set forth in Document # 6725843.

3.5.13.20 Terms and conditions of Storm Water and Access Easement as set

{1335008} 30

forth in Document # 6725844.

3.5.13.21 Terms and conditions of Stormwater Management Agreement and Declaration of Easement as set forth in Document #6725845.

3.5.13.22 Terms and conditions of Agreement Providing for Grant of Pedestrian Easement as set forth in Document # 6725846.

3.5.13.23 Terms and conditions of Agreement Providing for Grant of Non Motorized Path Easement as set forth in Document #6725847.

3.5.13.24 Terms and conditions of Agreement Providing for Grant of Road Maintenance Easement as set forth in Document # 6725848.

3.5.13.25 Terms and conditions of Encroachment Agreement as set forth in Document # 6726986.

3.5.13.26 Matters, conditions, easements, notes, site data, sketches, etc. as shown on Subdivision Plan Book 2023-0080-J.

3.5.13.27 Terms and conditions of Private Agreement Among Owner and Developer as set forth in Document # 6732629.

3.5.14 There is hereby explicitly reserved to the Declarant, during the period beginning upon the recording of the Declaration and ending upon the later of the following (a) the expiration of ten (10) years from such recording or (b) the sale of all lots within the Subject Property or created within incorporated Additional Real

Estate by the Declarant, the unrestricted option to subject the Subject Property to easements or licenses in favor of governmental/public service entities as are required for the provision of public utilities to and through any real estate and/or as are reasonably required for the construction of improvements to any real estate in accordance with all laws, ordinances and regulations of all governmental entities having jurisdiction thereof. The grant by the Declarant of such easements and/or licenses shall affect the Association not greater than a) the effects of the easements and licenses set forth in **Section 3.5** of this Declaration together with b) the effects of development and improvement of the Subject Property in accordance with the Approved Development. Further, the grant by the Declarant of such easements and/or licenses shall not, individually, result in a greater than ten percent (10%) increase or decrease in the annual General Common Expenses Budget of the Association.

{1335008} 31

3.5.15 There is hereby explicitly reserved to the Declarant, during the period beginning upon the recording of the Declaration and ending upon the later of the following (a) the expiration of ten (10) years from such recording or (b) the sale of all lots within the Subject Property or created within incorporated Additional Real Estate by the Declarant, the unrestricted option to subject the Subject Property and Storm Water System to easements or licenses in favor of any property owners, as Declarant may determine, without the consent of the Association or Lot Owners, for the discharge of storm water into and through the Storm Water System, provided that the beneficiary of such easement is required to contribute to the maintenance of the portion of the Storm Water System being utilized by such beneficiary in proportion to the total acreage draining through or into such portion of the Storm Water System. The grant by the Declarant of such easements and/or licenses should not affect the Association not greater than a) the effects of the easements and licenses set forth in **Section 3.5** of this Declaration together with b) the effects of development and improvement of the Subject Property in accordance with the Approved Development. Further, the grant by the Declarant of such easements and/or licenses should not, individually, result in a greater than ten percent (10%) increase or decrease in the annual General Common Expenses Budget of the Association.

3.5.16 The Roadways within the Subject Property are subject to access easements in favor of and usage by the owners/occupiers of any portion of the balance of the Overall Parcel (whether or not such real estate is added to the Subject Property and subject to this Declaration), to the extent there are connections between the Roadways within the Subject Property and the balance of the Overall Parcel. Declarant agrees that the connecting Roadways within the balance of the Overall Parcel (whether or not such real estate is added to the Subject Property and subject to this Declaration) will be subject to an access easement in favor of and

usage by the owners/occupies of the Subject Property. The grant by the Declarant of such easements and/or licenses should not affect the Association not greater than
a) the effects of the

easements and licenses set forth in **Section 3.5** of this Declaration together with b) the effects of development and improvement of the Subject Property in accordance with the Approved Development. Further, the grant by the Declarant of such easements and/or licenses should not, individually, result in a greater than ten percent (10%) increase or decrease in the annual General Common Expenses Budget of the Association.

3.5.17 All Roadway Rights of Way, Storm Water Easements and other

{1335008} 32

easements, as depicted upon the Subdivision Plan, are subject to an easement in favor of the balance of the Overall Property.

3.6 Addition of Other Property to the Provisions of this Declaration

There is hereby explicitly reserved to the Declarant the unrestricted option to make subject, or to refrain from making subject, to this Declaration, some or all of the Additional Real Estate, being those portions of the Overall Parcel not then subject to this Declaration, and, if making subject to this Declaration, to within such Additional Real Estate designate parts thereof as Lots, Common Elements, Limited Common Elements, Convertible Real Estate and/or Withdrawable Real Estate. Declarant's rights under the prior sentence shall expire upon the later to occur of the following:

- (a) the expiration of ten years after the recording of the declaration; or
- (b) in the case of a preliminary plan calling for the installation of improvements in sections, 120 days after municipal approval or denial of each particular section's final plat which was filed prior to the deadline approved or modified by the municipal governing body pursuant to Section 508(4)(v) of the Act of July 31, 1968 (P.L. 805, No. 247), known as the Pennsylvania Municipalities Planning Code, or, in the event of an appeal from the municipal approval or denial of such final plat, 120 days after a final judgment on appeal; or
- (c) such later dates or extensions as authorized by any subsequent amendment to the Act or other enacted legislation.

If some, or all of the Additional Real Estate is made subject to this Declaration, a maximum of 304 Lots/Units may be created within the

Additional Real Estate, all of which such Lots/Units shall be restricted exclusively to residential use.³ If any Additional Real Estate is not made subject to this Declaration, no assurances are made regarding the manner of use of the Additional Real Estate, including without limitation, the type of use (e.g., commercial, residential, office, industrial, etc.) number of residences or size of other uses. No assurance is made regarding the extent to which any buildings and units which may be erected upon each portion of the Additional Real Estate will be compatible with the other buildings in the Community in terms of architectural style, quality of construction, principal materials employed in construction, and size. All, some, or none of the use

³Preliminary Plans have been approved depicting two hundred thirteen (213) lots within a portion of the Overall Property. However, Declarant reserves the right to modify those plans.

{1335008} 33

and occupancy restrictions to which the Units are made subject by this Declaration may or may not be made applicable to Units within portions of the Additional Real Estate. Although buildings, improvements and limited common elements may be constructed, made or created upon or within each portion of the Additional Real Estate, no assurances are made as to the description or location of such buildings, improvements and limited common elements, including types, sizes and proportion of limited common elements to Units.

If some, or all of the Additional Real Estate is made subject to this Declaration and the number of Lots/Units within the Subject Property is increased, the following revisions would occur:

Because the number of Memberships in the Association is equal to the number of Units within the Subject Property, the number of Memberships in the Association would increase by the number of Units within the Additional Real Estate made subject to this Declaration and the Association Interest, relative voting Strength and Common Expense liability of each then existing Unit would be reduced by a percentage equal to the difference between the quotient of one (1) divided by the number of Memberships in the Association prior to the making the Additional Real Estate subject to this Declaration and the quotient of one (1) divided by the number of Memberships in the Association after making the Additional Real Estate subject to this Declaration, divided by the quotient of one (1) divided by the number of Memberships in the Association prior to the making the Additional Real Estate subject to this Declaration multiplied by 100.

Although the Common Expense Liability of each Unit would be reduced, the General Common Expenses of the Association would increase, with the result that the annual Assessment of Common

Expense Liability against each Unit would either increase, decrease or remain unchanged; and

The Additional Real Estate, or portions (if any), may be added at different times and no assurance is made regarding the boundaries of such portions, or the order in which they may be added. If any such portion of the Additional Real Estate is made subject to this Declaration, there is no requirement nor prohibition that any other portion of the Additional Real Estate will, may or may not be made subject to this Declaration.

There are no limitations on the Declarant's options as set forth in this **Section 3.6** other than limitations created by or imposed by operation of law.

{1335008} 34

ARTICLE IV - WESTBROOKE HILLS HOMEOWNERS

ASSOCIATION 4.1 The Association

The Association is a non-profit, non-stock corporation organized and existing under the laws of the Commonwealth of Pennsylvania and charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no other Governing Documents other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.1.1 Powers and Duties of the Association

The Association shall have all powers necessary to enjoy the rights of the Association and to perform the duties of the Association all as set forth in this Declaration and as set forth in the Act, including, but limited to, Section 5302 of the Act.

4.2 Maintenance Responsibilities of the Association

4.2.1 Common Elements

The Association shall have the obligation to make adequate provision for the maintenance, repair and replacement of, and to maintain, repair or replace as and when in the sole judgment of the Executive Board required, any and all buildings, structures, facilities, cartways, wetlands, ponds, lawn, trees, shrubs, landscaping, and land comprising the Common Elements, including without limitation all Limited Common Elements, Controlled Facilities and Limited Controlled Facilities, in accordance with applicable law, as amended.

4.2.1.1 Maintenance of Storm Water System

The Association shall have the obligation to make adequate provision for the repair and replacement of, and to repair and replace, as and when in the sole judgment of the Executive Board required to maintain in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal regulations, ordinances and laws and retains the functional condition thereof the Storm Water System including without limitation all Storm Water Facilities including but not limited to all basins, pipes, swales, inlets, outfalls, dissipaters, spreaders, systems and other components and facilities

{1335008} 35

appurtenant thereto as are constructed for the purpose of storm water drainage management (whether or not located upon the Subject Property) and in the performance of such obligation, if required to do so by Mount Joy Township, the Association shall enter into storm water management agreement(s) with Mount Joy Township to ensure long-term maintenance of the storm water management facilities. The Owner of a Lot shall be responsible for the mowing and seeding of all grassy areas within a Storm Water Easement upon such Owner's Lot.

The Association shall be a party to Storm Water Agreements as defined in **Section 1.29** above and, pursuant to the terms thereof, the Association shall maintain the Storm Water Management Facilities as referred to therein, including compliance with maintenance responsibilities set forth therein.

The Association shall become an assignee of the NPDES Permit issued to the Declarants for this project and shall be responsible for the maintenance, repair and replacement of the Storm Water System in accordance with the terms of the NPDES Permit and the Approved Development.

4.2.1.2 Maintenance of Cartways.

The Association shall have the obligation to make adequate provision for the repair and replacement of, and to repair and replace, as and when in the sole judgment of the Executive Board required to maintain in a manner which retains the functional condition thereof, any and all Alleys and Cartways,

access, and parking areas (excepting only any of such as are accepted for dedication by the Township or other governmental/public service entity) including the removal of snow therefrom and the treatment for ice accumulation thereon.

4.2.1.3 Other Maintenance Obligations.

The Unit Owners may elect to have the Association undertake additional on-lot maintenance obligations, e.g. on lot lawn mowing, sidewalk snow removal, on-lot landscape maintenance etc. by adopting an amendment to the Declaration of the Association.

4.2.2 Controlled Facilities

{1335008} 36

The Association shall have the obligation to make adequate provision for the maintenance, repair and replacement of, and to maintain, repair or replace as and when in the sole judgment of the Executive Board required, in a manner which preserves, keeps functional, complies with all applicable Township, County, State and Federal regulations, ordinances and laws and retains the functional condition thereof all of the Controlled Facilities as defined in **Sections 1.7.2 and 2.7.4** of this Declaration, provided that the Owner of a Lot shall be responsible for the mowing and seeding of all grassy areas within a Storm Water Easement upon such Owner's Lot.

4.2.3 Curbside Collection of Household Trash and Recyclables

To the extent not controlled by the Township, the Association shall enter into a contract with a reputable waste hauler for the curbside collection of household trash and recyclables under terms and conditions deemed acceptable to the Board. Upon entry of such contract by the Association, all Owners shall be obligated to utilize the Association's contracted waste hauler.

4.3 Insurance to be Carried by Association

The Association shall maintain such insurances as are required by, and such insurance coverage shall be maintained and administered in accordance with, the provisions of §5312 of the Act and shall include:

4.3.1 comprehensive general liability insurance, including medical payments insurance, in an amount determined by the executive board but not less than in the

amount of \$1,000,000.00 covering all occurrences commonly insured against for death and bodily injury and \$500,000 covering all occurrences commonly insured against for property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements which such insurance shall name Mount

Joy Township, its elected and appointed officials,
employees and agents as additional insureds; and

4.3.2 any other insurance deemed appropriate by the Executive Board to protect the Association or the Unit Owners.

Individual Unit Owners shall maintain fire and casualty insurance on their respective Unit and the Dwelling located thereon.

{1335008} 37

4.4 Membership and Voting Rights

The conditions of membership in the Association are such that the Members shall be those Owners and only those Owners from time to time of Dwellings and Units in the Subject Property.

Membership in the Association is coextensive with, and indivisible from the right to occupy a Unit in the Subject Property. Each and every Owner of a Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a residential dwelling.

The Owner, or owners collectively if more than one, of each individual Unit shall constitute one Member of the Association. Each Member shall hold one Membership in the Association. The Association shall have such number of Memberships as there are Units in the Subject Property.

Each Membership shall have one vote in the Association. The total number of votes in the Association shall be equal to the total number of Units within the Subject Property.

4.4.1 Exercise of Vote

If any Membership is comprised of two or more persons (that is, if any individual Unit is owned by two or more persons), all such persons shall be entitled to the benefits of, and shall be responsible jointly and severally for the obligations of, membership in the Association. The vote for such Membership shall be cast as such owners shall decide amongst themselves and the vote may be exercised by any one of them,

unless any objection or protest by any other of them is made prior to the completion of a vote, in which case the vote for such Membership shall be cast in accordance with the majority vote of such owners and if no majority vote of such owners shall be attainable, the vote of such Membership shall be cast as an abstention. In no event, however, shall more than one vote be cast with respect to any Membership.

Cumulative voting shall not be permitted for any other

purpose. 4.5 Executive Board

The affairs of this Association shall be managed by an Executive Board, the members of which shall be elected by the Members in accordance with the Bylaws of this Association. The Executive Board shall be constituted and organized, and shall operate, in accordance with the Bylaws of this

{1335008} 38
Association.

4.5.1 Powers and Duties of the Executive Board

The Executive Board shall have the powers to do all things necessary or appropriate to carry out the duties and obligations imposed upon it by the Governing Documents or otherwise by law and such powers shall include that the Executive Board may act in all instances on behalf of the Association.

4.5.2 Right and Limitation of Declarant to Appoint Members of the Executive Board

During and only during the Development Period as such Development Period is defined in **Section 1.12** of this Declaration, Declarant shall have the right to appoint and to remove at will, and, in the event of removal, resignation, death, termination, absenteeism or other event resulting in vacancy, to reappoint, at will, replacements for, no fewer than such number of members of the Executive Board as shall comprise a majority of the number of members of the Executive Board. Subject to the right of the Declarant, in Declarant's sole judgment, at will, to remove and replace such Declarant appointed members, with or without cause, the terms of such appointed members of the Executive Board shall be for the period from appointment until the termination of the Development Period.

Notwithstanding the right of Declarant to appoint members of the Executive Board pursuant to this **Section 4.5.2** of this

Declaration:

4.5.2.1 not later than sixty (60) days after conveyance or lease by Declarant to persons other than a Declarant or Assignee
Declarant(s) of ninety (90) Units (being 25% of the Units which may be created pursuant to the terms of this Declaration), the greater of one (1) or such number of members of the Executive Board as shall comprise a minimum of 25% of the number of members comprising the whole Executive Board shall be elected by Unit Owners other than the Declarant, and

4.5.2.2 not later than sixty (60) days after conveyance or lease by Declarant to persons other than a Declarant or Assignee
Declarant(s) of one hundred eighty (180) Units (being 50% of the Units which may be created pursuant to the terms of this Declaration), the greater of one (1) or such number of members of the Executive Board as shall comprise a minimum of 33% of

{1335008} 39

the number of members comprising the whole Executive Board shall be elected by Unit Owners other than the Declarant.

4.5.2.3 not later than sixty (60) days after conveyance or lease by Declarant to persons other than a Declarant or Assignee
Declarant of two hundred seventy (270) Units (being 75% of the Units which may be created pursuant to the terms of this Declaration), all Declarant appointed members of the Executive Board shall resign and a new Executive Board shall be elected by all members of the Association including Declarant.

4.5.3 Indemnification of Officers, Executive Board and Committee Members

The Association shall indemnify every Executive Board member, officer and committee member, his or her heirs, executors and administrators, against all loss, cost and expenses, including attorneys' fees, reasonably incurred by him or her in connection with any action, suit or proceeding to which he or she may be made a party by reason of his or her being, or having been, an Executive Board member, officer or committee member, except as to matters as to which he or she shall be finally adjudged in such action, suit or proceeding, to be liable for gross negligence or willful misconduct. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason, or arising out of or in connection with, this indemnification provision shall be treated by the Association as General Common Expenses.

ARTICLE V - ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments

The Owner of each Unit in the Subject Property, by the acceptance of a Deed to said Unit, whether or not it shall be so expressed in such document, including without limitation any purchaser at judicial sale or heir or devisee of a deceased Owner obligates and binds himself, herself, his or her heirs and assigns, to become a Member of the Association and to be bound by all of its rules and regulations and to be subject to all of the duties and obligations imposed by Unit ownership of, and membership in, said Association and is deemed to covenant and agree to pay to the Association an annual assessment equal to the Common Expense Liability allocated to such Unit, and, subject to the provisions of §5314 of the Act, such assessments shall be established and collected as hereinafter provided.

Subject to the provisions of §5315 of the Act, all assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land

{1335008} 40

and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of each person who was the Owner of such property at the time when the assessment or installment thereof became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them, but nothing herein contained shall be deemed to discharge the lien of the assessment upon the real estate, the subject thereof. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements nor by abandonment of the Unit.

Surplus funds accumulated by the Association shall be handled in accordance with Section 5313 of the Act.

5.2 Estoppel Certificate

Upon request therefor, the Executive Board shall provide an Estoppel Certificate in accordance with Section 5407 of the Act. A reasonable fee may be established from time to time for the cost of preparation of such certificate and shall be paid at the time of request for such certificate. A properly executed certificate of the Association as to the status of assessments or installments thereof on a Unit is binding upon the Association as of the date of its issuance as to any purchaser or mortgagee relying thereon in good faith, but shall not relieve the Owner of personal liability.

5.3 Purpose of Assessments

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Subject Property and for the improvement and maintenance, repair and replacement of the Common Elements and for the performance of the obligations of the Association. In addition, the assessments may be used for the creation, maintenance and enhancement of reserves, and the maintenance of appropriate policies of insurance, and for the payment of all obligations required of the Association created by its own acts or imposed upon it by law or by the terms of the Governing Documents.

So long as Declarant is responsible for the maintenance of the Storm Water System, Roadways (or has dedicated the same to the Township), Declarant shall only be subject to an assessment of insurance costs against all Units.

5.4 Annual Assessments

On or before sixty (60) days prior to the end of each Fiscal Year of the

{1335008} 41

Association, the Executive Board shall adopt Annual General Common Expenses and Special Allocation Expenses Budgets in amounts deemed appropriate, in the sole judgment of the Executive Board, for the purposes set forth in the Governing Documents.

The Executive Board shall, at least thirty (30) days in advance of each annual assessment period, fix:

an annual assessment against each Unit for such Unit's General Common Expense Liability in an amount equal to the amount of the annual General Common Expenses Budget multiplied by such Unit's Association Interest; and

annual special allocation assessments against each Unit in an amount proportionate to the benefit to such Unit of the Special Allocation Expenses Budgets.

Written notice of the adopted budgets and Annual Assessments against each Dwelling shall be sent to every Unit Owner subject thereto. Unless objection to any Budget or Annual Assessment is made by the Owners of not less than fifty-one (51%) percent of the Units subject to such Assessment within thirty (30) days after the date of mailing of such notice, the same shall be deemed adopted and shall be binding on all Members of the Association as provided

in this Declaration.

In the event that the Executive Board shall fail to fix any annual assessments for any fiscal year, then each assessment established for the prior fiscal year shall be continued until such time as the Executive Board shall act.

5.5 Special Assessments for Capital Improvements

In addition to the annual assessments authorized in the Governing Documents, the Executive Board 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 of a part of the Common Elements including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of Owners of Units subject to the special assessment(s) voting at a meeting duly called for such purpose.

5.6 Notice and Quorum for any Action Authorized Under Section 5.5

{1335008} 42

Written notice of any meeting called for the purposes of taking any action authorized under **Section 5.5** shall be sent to all Owners of Lots subject to the special assessment(s) not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty (60%) percent of all of the votes of the Owners of Dwellings subject to the special assessment(s) shall constitute a quorum. If the required quorum is not present, another meeting may be called for a date not later than sixty (60) days following the preceding meeting, subject to the same notice requirement, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

5.7 Assessment to Repair Damage Caused by Owner or Others for Whom Owner is Responsible

The Executive Board may levy an assessment against any Unit for the Association's cost of repair, replacement (and expenses relating thereto) of any Common Element damaged as the result of the negligence or intentional conduct of any of such Unit's Owners, residents, tenants, occupants, or guests, employees, agents, invitee or licensee of any thereof.

5.8 Payments of Assessments

The Executive Board may authorize, in its discretion, any assessment to be paid in installments thereof on an annual, quarterly or monthly basis.

5.9 Assessment to Maintain, Repair or Replace the Dwelling, Driveway, Retaining Wall or other Dwelling Related Improvements Located on a Lot, or the Lot.

The Executive Board may levy an assessment against any Lot for the Association's cost of remediating, repairing or replacing (and expenses related thereto including attorney's fees) any Dwelling, Retaining Wall (including related fencing), landscaping or other improvement located on a Lot which is otherwise the Lot Owner's responsibility to bring such item in compliance with the provisions of this Declaration, rules or regulations issued by the Executive Board or applicable law.

5.10 Initial Assessment

Each Owner (other than a Declarant) shall, at the time of the first Conveyance of a Dwelling from a Declarant to such Owner, pay to the Association an initial assessment. The initial assessment shall constitute a non-refundable payment to the Association, to be used by the Association to

{1335008} 43

pay start-up expenses, to prepay certain expenses, such as insurance premiums, and to provide an initial reserve against future expenses and shall not be credited as an advance payment of annual or special assessments. The initial assessment shall be: Five Hundred Dollars (\$500.00) per Lot.

The Executive Board with approval of Declarant may adjust the initial assessment from time to time, provided that so long as a Declarant or Assignee Declarant owns a lot within the Subject Property, the Declarant must approve any change to the initial assessment.

5.11 Effect of Non Payment of Assessments: Remedies of the Association

Any assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen (15%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien of such assessment or installment thereof against the Unit.

Each Owner on becoming an Owner of any Unit shall be deemed to covenant and agree to the enforcement of all assessments in the manner specified in this Declaration and in the Act. Each Owner agrees to pay reasonable

attorney's fees as established from time to time by the Executive Board and costs incurred in the collection of any assessment against such Owner and/or such Owner's Unit, whether by suit or otherwise, or in enforcing compliance with or specific performance of the terms and conditions of the Governing Documents as against such Owner and/or such Owner's Unit.

Any assessment or installment thereof not paid within thirty (30) days after the due date shall be delinquent. Thereupon the Association may exercise any one or more of the following remedies, after notice of such delinquency to the Owner, which are all declared to be cumulative and not exclusive. The selection of a single remedy or multiple remedies shall not be deemed an election thereby excluding any other remedies, but the Association may exercise any and all remedies singularly, consecutively, or concurrently: (a) declare the entire balance of such annual or special assessment due and payable in full; and (b) charge a late fee in the amount to be set by the Executive Board; and (c) upon notice to the Owner suspend the right of such Owner to vote and/or to use the Common Elements until the assessment and accrued charges are paid in full (except such Owner's right and easement of enjoyment in and to the Roadways, Retaining Walls, Storm Water System, and Controlled Facilities located on an Owner's Unit shall not be suspended at any time); and (d) employ any other remedies available at law or in equity which, without limitations of the foregoing, shall include either of the

{1335008} 44

following procedures:

5.11.1 Enforcement by Suit

The Association may commence and maintain a suit by law against any Owner or Owners for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of fifteen (15%) per cent per annum from the due date, costs of collection, court costs, and reasonable attorney's fees. Suit to recover any money judgment for any unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

5.11.2 Enforcement by Lien

The Association may foreclose the lien imposed by §5315 of the Act and perfected by the recordation of this Declaration in accordance with, and subject to, the provisions of §5315 of the Act.

ARTICLE VI - RESTRICTIVE COVENANTS

6.1 Single Family Residences Only

Unless otherwise hereinafter expressly provided, all Lots and residential dwellings constructed thereon shall be used solely for private, single family residential purposes, including but not limited to detached dwellings, semi detached dwellings and townhomes. The use of a portion of a Structure on a Lot shall be considered a residential use if such use does not create regular customer or client traffic to and from the Lot. The Developer and its assigns shall not be bound by this Section, and may use any Lot as well as any structure built within a Lot for any purpose, consistent with applicable laws.

No more than one residential dwelling shall be constructed, placed or maintained on each Lot, and each dwelling shall be occupied by no more than one family as such term is defined in the Zoning Ordinance of Mount Joy Township, Lancaster County, Pennsylvania.

Any addition to the residential dwelling(s) constructed on each Lot, any fence, wall, planting or other improvement or modification erected, placed or maintained on a Lot shall be harmonious in design with the dwelling(s) on the Lot, but shall be subject to prior approval by the architectural review board under **Section 6.19**, and applicable impervious coverage limitations.

{1335008} 45

The landscaping and maintenance thereof shall be in accordance with the residential character of the Community.

6.2 Leasing of Units

6.2.1 No Unit shall be leased or rented for less than thirty (30) days. Short Term leasing or rentals for less than thirty (30) days, including but not limited to leasing the services such as Airbnb, Vacation Rental by Owner or similar service, is strictly prohibited.

6.2.2 A lease of a unit must be in writing, and a copy shall be provided to the Association.

6.2.3 The Unit Owner shall be responsible for all damages caused or any violation of the Governing Documents committed by their tenants and guests.

6.2.4 The Unit Owner shall be responsible for the penalties or other charges arising out of the conduct of their tenants and guests.

6.3 Landscaping and Tree Maintenance

All plantings, trees and other landscaping on a Lot (including any street trees) shall be maintained by the Owner of the Lot in conformance with good nursery and landscape practice.

No lawn ornaments or other non-vegetative decoration shall be permitted upon a Lot, except as approved by the architectural review board under **Section 6.19**. The foregoing restriction shall not prohibit the following:

6.3.1 wreaths upon doors

6.3.2 holiday lights on the exterior of the dwelling or upon/with trees, bushes or shrubbery (provided the same are removed within one month after the holiday);

6.3.3 such other decoration the Executive Board may permit under the Rules and Regulations.

6.4 Temporary Facilities and Storage Sheds

6.4.1 Temporary Facilities

No temporary structure, trailer, garage, tent or other similar facility shall be used at any time for residential purposes.

{1335008} 46

Nothing herein shall prohibit the placement on any Lot of temporary construction trailers, sheds, portable toilets or similar items during construction, repair of, or addition to, any improvements on a Lot, by a Declarant or Assignee Declarant.

6.4.2 Storage Sheds

Storage sheds or similar structures shall be permitted if approved by the architectural review board under **Section 6.19** and applicable governmental authorities, and subject to impervious coverage limitations. The exterior of any permitted storage shed shall be consistent with the general color scheme of the dwelling upon the Lot. No storage shed shall exceed one hundred and forty (140) square feet in size (as measured from the outside of the shed). Frame built auxiliary vehicle garages and pool houses shall not be subject to the foregoing size limitation.

6.5 Business Use

No trade, business or profession shall be conducted or pursued on any Lot or within or without any structure on any Lot and no vehicle, equipment, or structure shall be placed, maintained, constructed or operated, temporarily or permanently, on any Lot for any trade, business, or other commercial purpose. **This paragraph shall not prohibit the maintenance of a personal private office within a dwelling, provided no customers, clients, or vendors shall be permitted to visit such personal private office (or dwelling), no persons residing outside of the Lot may be employed in such personal private office and no signs identifying the office may be posted upon the Lot.**

6.6 Animals

Except for animals commonly recognized as domestic house pets, no animals of any kind, whether mammal, bird, reptile or other, shall be at any time kept on any Lot.

No animals may be raised or kept on any Lot for commercial breeding or for any other commercial purpose.

Pets shall be maintained and controlled at all times so as not to offend or disturb other Lot owners or occupants by noise, elimination, odor, intrusion, destruction of property or otherwise.