

# Stoneybrook of Elizabethtown HOA, Inc.

PO Box 149

Elizabethtown, PA 17022

Stoneybrookhoa17022@gmail.com

## 2026 Fee Schedule

Single-family Unit: \$30/month general common fee – Total quarterly bill: \$90

Townhome: \$30/month general common fee plus \$85/month snow removal, lawn maintenance and mowing fee – Total quarterly bill: \$345

Late Fee: 15% assessed on quarterly billing cycle on quarterly outstanding balance

Resale Certificate Fee: \$100 – Due at settlement (resale transactions only) – Seller pays

Capital Reserve fund assessment: \$400 - Due at settlement (initial and resale) – Buyer pays

## 2026 Annual Budget

Common Fees, All Homeowners (182)	\$63,554
Additional Fee, Townhomes (52)	\$51,449
Fees, Resale Certification (5)	\$500
<b>Total Operating Income:</b>	<b>\$115,503</b>

### OPERATING EXPENSES

Grounds Maintenance, Common	\$39,486
Grounds Maintenance, TH	\$29,894
Snow Removal, Common	\$1,118
Snow Removal, TH	\$21,232
Common Area Improvement Projects	\$7,500
Billing Services and Accounting	\$7,050
Liability Insurance	\$3,255
Bank Fees	\$150
Legal Expenses	\$2,000
Administrative	\$1,500
<b>Total Operating Expenses:</b>	<b>\$113,185</b>

Initial Capital Fees	\$4,000
Transfer to Capital Reserve - Common	\$(4,000)
Transfer to Operating Reserve - Common	\$(2,000)
Interest Income	\$50
<b>Total Increase in HOA Operating Fund:</b>	<b>\$368</b>

*The board's ability to assess additional fees or change fees is further outlined in the HOA Declarations*

*Updated November 12, 2025*

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# WELCOME TO STONEYBROOK

## ITEMS YOU MAY NEED TO KNOW

- TRASH COLLECTION – Beginning 1/2/2023, Monday mornings unless delayed due to a holiday (see West Donegal Township website at <http://www.wdtwp.com/>)
  - Place at curb the night before (Sunday)
- STONEYBROOK HOA FEES - Billed quarterly (Jan, Apr, July, Oct)
  - Single Family \$75.00/Quarter
  - Townhouses/Duplexes \$225/Quarter
- STONEYBROOK SERVICES
  - Single Family - Maintenance of common areas
  - Townhouses/Duplexes - Maintenance of common areas, lawn-cutting and fertilizing program, snow removal of driveways and street sidewalks.
- STONEYBROOK RULES (General Guidelines - See Stoneybrook HOA declarations contained in this packet for specifics)
  - Lots cannot be subdivided or reduced in size.
  - No outside or freestanding TV, radio or similar antennas unless specifically approved by the Stoneybrook HOA.
  - No trailer, tent, RV, outbuilding, or structure may be used as a residence.
  - No commercial or business-type vehicles may be parked within the development except while performing work or making a delivery.
  - No unused vehicle, equipment, trailer, recreational vehicle, or boat shall be parked or stored on any lot for more than a two (2) week period in any sixty (60) day time period.
  - No animals may be kept or bred except for dogs or cats as pets or other common household pets. Dogs are to be leashed. Please pick-up after your dog including within your own yard.
  - No portion of a lot may be used as a dumping ground.
  - Garbage cans/carts may not be stored in front or side yards.
  - Unused, unlicensed, or non-operational vehicles may only be stored entirely in a garage.
  - Garages may not be converted into living or storage spaces.
  - No detached or freestanding sheds are permitted.
  - Solid fences are not permitted. Decorative fencing not exceeding 4 feet is permitted. Fencing permit required by the West Donegal Township. Please forward the approved permit and related plan documents to the Stoneybrook HOA email address ([stoneybrookhoa17022@gmail.com](mailto:stoneybrookhoa17022@gmail.com)) for awareness.
  - No above-ground pools are permitted
  - Solar panels may be installed with written approval from the Stoneybrook HOA based upon the following criteria:
    - Solar panels must be installed by a licensed installer
    - Solar panels may not be visible from the front of the homeowner's property

- Solar panels may not be installed on the ground
  - Solar panels may not be installed on townhouses
- No Owner may lease or rent his or her Lot for any purpose with the exception of those grandfathered properties already under contract.
- No use of unlicensed motor vehicles is permitted.
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- The more stringent of municipal restrictions or Stoneybrook HOA declarations will prevail.
- Each lot owner must carry homeowner's insurance including liability coverage.
- Land located in and around townhouses will be maintained by the Stoneybrook HOA and charges paid by townhome owners covering snow removal, lawn maintenance and mowing.
- Single-family lot owners are solely responsible for outside maintenance including snow removal and lawn maintenance and mowing,
- Stoneybrook Park (Athletic field open to the public) – Maintained by West Donegal Township within the green pipe boundary markers. Please contact West Donegal Township for permissions and use reservations.
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- STONEYBROOK UTILITY COMPANIES (Customer Service Phone Numbers)
  - Trash billed quarterly. West Donegal Township (717-367-7178)
  - Sewer billed quarterly. Elizabethtown Regional Sewer Authority (717-367-5947)
  - Water billed quarterly. Elizabethtown Area Water Authority (717-367-7448)
  - Electric – PPL: (800-358-6623)
  - Gas – UGI: (800-276-2722)
  - Cable – Xfinity: (800-xfinity)
  - Fiber - Brightspeed Internet: <https://www.brightspeed.com/>  
Holly Guinn (704-314-2379 or holly.guinn.@brightspeed.com)
- OTHER
  - Lancaster County & Municipal Real Estate Tax billed February (717-299-8222)
  - Elizabethtown Area School District Tax billed July (717-367-1521)

# Stoneybrook of Elizabethtown HOA, Inc.

PO Box 149

Elizabethtown, PA 17022

Stoneybrookhoa17022@gmail.com

## Fee Schedule

Single-family Unit: \$25/month general common fee – Total quarterly bill: \$75

Townhome: \$25/month general common fee plus \$50/month snow removal, lawn maintenance and mowing fee – Total quarterly bill: \$225

Late Fee: 15% assessed on quarterly billing cycle on quarterly outstanding balance

Resale Certificate Fee: \$100 – Due at settlement (resale transactions only) – Seller pays

Capital Reserve fund assessment: \$400 - Due at settlement (initial and resale) – Buyer pays

## 2024 Annual Budget

<u>INCOME</u>	<u>Annual Budget</u>
Fees, Homeowner, Townhomes (52)	\$31,200
Fees, Homeowner, Common (156)	\$46,800
Fees, Initial (15)	\$6,000
Fees, Resale Certification (3)	\$300
<b>Total Income:</b>	<b>\$84,300</b>
<u>EXPENSES</u>	
Administrative	800
Lawn, Landscaping, Townhomes	\$29,100
Maintenance, Grounds, Common	\$37,200
Snow Removal	\$3,100
Professional Fees (Accounting/Legal)	\$5,800
Insurance (Liability/Other)	\$2,000
Transfer to Capital	\$6,300
<b>Total Expenses:</b>	<b>\$84,300</b>

*The board's ability to assess additional fees or change fees is further outlined in the HOA Declarations*

*Updated November 16, 2023*

# Stoneybrook of Elizabethtown HOA, INC

## 2023 Statement of Income and Expenses

As of October 31, 2023

Ordinary Income/Expense

Income

Fees, Homeowners, Townhouses	\$ 32,344.73
Fees, Homeowners, Common	\$ 37,480.57
Fees, Initial	\$ 10,400.00
Fees, Resale Certification	\$ 300.00
Total Income	\$ 80,525.30

Expenses

Administrative	\$ 86.50
Lawn, Landscaping, Townhouses	\$ 24,228.40
Maintenance, Grounds, Common	\$ 27,679.67
Snow Removal	\$ 1,765.00
Legal	\$ 2,389.50
Billing Services	\$ 3,158.38
Insurance, Liability	\$ 1,357.00
Insurance, Other	\$ 126.00
	\$ -
Total Expense	\$ 60,790.45

Net Ordinary Income

\$ 19,734.85

Other Income/Expense

Other Income

Interest Income	\$ 259.05
Total Other Income	\$ 259.05

Net Other Income

\$ 259.05

Net Income

\$ 19,993.90

Cash in Bank, Operating

\$ 26,352.97

Cash in Bank, Capital Reserve

\$ 46,490.97

Total Checking/Reserve:

\$ 72,843.94

## **Dues Collection Policy**

**On November 15, 2023, the StoneyBrook HOA Board of Directors approved a Dues Collection Policy as described below. The policy will be in effect as of the January 2024 quarterly invoice.**

**Given** that some Homeowners have become delinquent in their payment of Assessments due and fail to respond to the requests from the Association to bring their accounts current, the Board of Directors has established that it is in the best interest of the Association to adopt a uniform and systematic procedure for dealing with delinquent accounts in a timely manner, and further believes it to be in the best interest of the Association to refer these accounts promptly to a third-party collection agency or attorney for collection to minimize the Association's loss of assessment income.

**As such**, pursuant to the By-laws Section, if any new installment of an Assessment is not paid by the current invoice due date, the Association shall charge a fixed late fee of 15% assessed on the new charges of the current quarterly invoice, and the Association may assess additional fees or change fees as outlined in the HOA Declarations or by-laws. This is consistent with, and does not change, the existing late fee process already place.

**Additionally**, the Treasurer is directed to send to any Owner who is more than thirty (30) days delinquent in the payment of any Assessments or other charges authorized by the Association's governing documents, a written notice (hereinafter referred to as the "Reminder Notice") advising the Owner of the implementation of the late fee and a courtesy reminder that a payment has not been received and must be paid in full by the next consecutive invoice due date or the Association will refer the account to the Association's attorney or third-party collection agency. The Reminder Notice will be mailed to the address on record for the delinquent account.

**Additionally**, the Treasurer is directed to send to any Owner who is more than thirty (30) days delinquent in the payment of any Assessments or other charges authorized by the Association's governing documents for a second consecutive quarterly invoice, and when no response is received from the Owner, a written notice (hereinafter referred to as the

## StoneyBrook HOA Dues Policy (continued)

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“Collection Notice”) advising the Owner of the implementation of the late fee for this billing cycle, and that their delinquent account is being referred to the Association’s attorney or third-party collection agency for collection, and that the Owner will be liable for the payment of all charges imposed by the Association’s third-party collection agency or attorney to cover fees and costs charged to the Association. The Collection Notice will be mailed to the address on record for the delinquent account.

**Finally**, the voting and use rights of any Owner whose account is past due may be suspended at the discretion of the Board of Directors during the period that any installment, charge, or Assessment remains unpaid, subject to the provisions of the Association’s governing documents and state statutes.

If you have any questions or concerns regarding this policy, please direct your correspondence to either of the following:

- [Stoneybrookhoa17022@gmail.com](mailto:Stoneybrookhoa17022@gmail.com)
- StoneyBrook HOA  
PO Box 149  
Elizabethtown, PA 17022

**PUBLIC OFFERING STATEMENT**

**FOR STONEYBROOK OF ELIZABETHTOWN HOA, INC.,**

**A PLANNED COMMUNITY**

**PHASE 2B**

EVERY PROSPECTIVE PURCHASER SHOULD READ THIS DOCUMENT CAREFULLY BEFORE SIGNING AN AGREEMENT OF SALE.

NAME OF PLANNED COMMUNITY:	StoneyBrook of Elizabethtown HOA, Inc., A Planned Community, Phase 2B
ADDRESS OF PLANNED COMMUNITY:	West Ridge Road Elizabethtown, PA 17022
NAME OF DECLARANT:	Stoneybrook Developers, LLC A Pennsylvania Limited Liability Company
ADDRESS OF DECLARANT:	750 West Ridge Road Elizabethtown, PA 17022
EFFECTIVE DATE OF PUBLIC OFFERING STATEMENT:	December 15, 2023

(The following statements are made in compliance with the requirements of 68 Pa.C.S.A. §5402(a) of the Uniform Planned Community Act ("Planned Community Act").

THIS PUBLIC OFFERING STATEMENT IS BEING PRESENTED BY THE DECLARANT IN AN ATTEMPT TO DISCLOSE AND SUMMARIZE INFORMATION PERTINENT TO CONSIDERATION OF A PURCHASE OF A RESIDENTIAL DWELLING UNIT IN PHASE 2B AT STONEYBROOK OF ELIZABETHTOWN, A PLANNED COMMUNITY (HEREINAFTER "STONEYBROOK"), WEST DONEGAL TOWNSHIP, LANCASTER COUNTY, PENNSYLVANIA. SINCE THIS IS AN ABBREVIATED FORMAT, PROSPECTIVE PURCHASERS SHOULD ALSO REFER TO THE DOCUMENTS REFERRED TO HEREIN FOR COMPLETE INFORMATION.

WITHIN FIFTEEN (15) DAYS AFTER RECEIPT OF THIS PUBLIC OFFERING STATEMENT OR 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 UNIT FROM THE DECLARANT.

IF DECLARANT FAILS TO PROVIDE A PUBLIC OFFERING STATEMENT AND ANY AMENDMENTS TO A PURCHASER BEFORE CONVEYING A UNIT, THE PURCHASER MAY RECOVER FROM THE DECLARANT, DAMAGES AS PROVIDED IN §5406(c) (RELATING TO PURCHASER'S RIGHT TO CANCEL).

IF THE DECLARANT FAILS TO PROVIDE A PURCHASER TO WHOM A UNIT IS CONVEYED WITH A PUBLIC OFFERING STATEMENT AND ANY AMENDMENTS THERETO AS REQUIRED BY SUBSECTION (a), THE PURCHASER, IN ADDITION TO ANY OTHER RELIEF, IS ENTITLED TO RECEIVE FROM THE DECLARANT AN AMOUNT EQUAL TO FIVE (5%) PERCENT OF THE SALES PRICE OF THE UNIT UP TO A MAXIMUM OF TWO THOUSAND (\$2,000.00) DOLLARS 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 FIFTEEN (15) 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.

The general provisions of this Public Offering Statement are as follows:

1. The name and principal address of the Declarant and of the Planned Community are set forth above.

2. The Planned Community in Phase 2b is being developed to include twenty-eight (28) single-family residential dwelling units. The construction of these residential dwelling units is intended to be commenced at or about May 1, 2024. It is anticipated that the completion of construction of all buildings and units in this Phase 2B of StoneyBrook shall be completed within three (3) years of the commencement date.

3. The type and character of units offered within Phase 2B of StoneyBrook are twenty-eight (28) single-family residential dwelling units. There are certain common elements, common facilities, controlled facilities and limited control facilities for the use and the enjoyment of the units to be constructed in StoneyBrook as are described in and defined in the StoneyBrook of Elizabethtown HOA, Inc. Declaration of Covenants, Conditions, Easements and Restrictions at StoneyBrook, A Planned Community and any Amendments thereto. As set forth in ("The Declaration"), the Declaration provides that the Homeowners Association will provide certain services such as grass cutting, snow removal and shrubbery maintenance as set forth in the Declaration.

4. All units in Phase 2B will be part of a Homeowners Association comprised at this time of Phase 1A, Phase 1B, Phase 1C, Phase 2A and Phase 2B under the StoneyBrook of Elizabethtown HOA, Inc., the Declaration dated October 4, 2010 and recorded at Instrument No. 5897471 and the First Amendment thereto dated May 12, 2018 and recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania at Instrument No. 6397961 and the Second Amendment thereto dated May 27 2021 and recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania at Instrument No. 6608077 and the Third Amendment dated July 15, 2021 and recorded in the Recorder of Deeds Office in and for Lancaster County at Instrument No. 6617598.

5. The total number of additional units which may be added to this Planned Community under rights reserved by Declarant in subsequent Phases is one hundred thirty-one (131). The Declarant has no

current plans to rent any of the units but may do so in the future. The Declarant may market units to builders from time to time other than marketing same to Ronald H. Rohrer, Inc., a construction company and Penway Construction, a construction company.

6. There are no options reserved in the Declarant to withdraw any land from this Phase 2B of the Planned Community.

7. There are no contracts and/or Leases to be signed by the Purchasers prior to or at closing and there are no other contracts or leases agreements of a material nature to the Planned Community that will or may be subject to cancellation by the Association under §5305 (relating to termination of contracts and leases of the Declarant) to be disclosed to any purchaser.

8. There is at present no current balance sheet for the Association except as may be attached. Attached hereto as an Exhibit is a projected Budget for the Association for one (1) year after the date of the first conveyance to a purchaser of a unit. Thereafter it is expected that the same Budget shall apply for the next year. The Budget was prepared by the Declarant and there are no assumptions made in creating it including occupancy and inflation factors. Further, there is, as of now, no amount included as a reserve for repairs and replacement; no amount included for any reserves; and the Declaration includes information on expenses by category and the assessments for each type of unit.

9. At the present time, 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. Further, there is no personal property being used or to be used in the operation and enjoyment of the common elements which is or will be required in connection with the operation and enjoyment of the common elements after such personal property is no longer provided by the Declarant. As a result, there is no projected common expense assessment for the Association for any such property and for each type of unit attributable to each of those services or expenses and purchase or rental of such personal property.

10. An initial fee will be due from each purchaser of a unit at closing in the amount of \$400.00 which is intended to create a capital reserve fund for maintenance of the Common Facilities which the Association must maintain under the Declaration. The fee was determined based upon the projected and estimated budget and what funds might be necessary in the future for this Association's obligations.

11. The liens and encumbrances affecting title to the lands of this Phase 2B of StoneyBrook, the Planned Community, are purchase money and construction financing put in place with Fulton Bank and for which a mortgage is recorded against the property.

12. There is no financing for purchasers offered or to be arranged by the Declarant.

13. There are no significant limitations of any warranties provided by the Declarant. The warranties provided by the Declarant are as set forth in 68 Pa. C.S.A. §5411.

14. See Bold Face statement at the beginning of this Public Offering Statement for certain Purchaser rights under 68 Pa. C.S.A. §5402.

15. There are currently no judgments against the Association and there are no pending suits against the Association to which the Association is a party nor are there any suits to which the Association

is a party nor are there any pending suits material to the Planned Community of which the Declarant has actual knowledge.

16. Any deposit made in connection with the purchase of a unit will be held in an escrow account in accordance with the provisions of §5408 (relating to escrow of deposits) and will be returned to the Purchaser if the Purchaser cancels the contract pursuant to §5406.

17. There are no restraints on alienation of any portion of the Planned Community.

18. The Association intends to carry the following insurance:

- (a) Fidelity coverage for those having access to Association funds.
- (b) Director and Officer liability coverage.
- (c) General liability coverage.

19. As far as current or expected fees or charges to be paid by unit owners for the use of the common elements and other facilities related to the Planned Community are concerned, it is estimated that those initial fees will be in the amount of \$25.00 per month for the single-family dwelling units.

20. There are no improvements on the plans for StoneyBrook labeled improvements "must be built". All financial arrangements within this Phase 2B of StoneyBrook which is the subject of this Public Offering Statement under the Fulton Bank mortgage above referenced and under the Improvement Guaranty posted with the Township of West Donegal, the Elizabethtown Area Water Authority and the Elizabethtown Regional Sewer Authority.

21. There are no unusual or material circumstances, features and characteristic of the Planned Community in the units other than the obligation of the Declarant to convey to the Township Lot 317A as shown on the recorded subdivision plan for the Planned Community.

22. Not applicable. This is not a Leasehold Planned Community.

23. There are no structural components which the Association will be responsible to repair, maintain or replace. The Controlled Facilities such as storm water maintenance facilities and controlled parking facilities are believed to have a useful life of over thirty (30) years and over ten (10) years respectively. All utilities are believed to have a useful life of over twenty-five (25) years although the Association will not be responsible therefor. The costs to replace the storm water management facilities is expected to be over \$10,000.00.

24. Votes in the Planned Community are allocated one to each unit and cumulative or class voting is not permitted.

25. It is possible that this Association might merge or become consolidated with another Association(s) or delegate its duties to a Master Association in accordance with the recorded Declaration. As future Phases of StoneyBrook are developed, an evaluation will be made as to whether a Master Association will be formed for the operation of the Associations of all Phases of StoneyBrook Planned Community.

26. Permits - the following permits have been issued to Declarant:

(a) By Lancaster County Conservation District.

(b) NPDES Permit by the Commonwealth of Pennsylvania, Department of Environmental Protection, Bureau Watershed Management.

(c) Elizabethtown Area Water Authority, Elizabethtown Regional Sewer Authority, and Township of West Donegal Building Permits.

(d) Township of West Donegal Earth Disturbance Permit.

27. To the knowledge of the Declarant there are not any outstanding and uncured notices of violations of governmental requirements.

28. The Declarant states as follows:

There are no hazardous conditions or contamination affecting the Planned Community site by hazardous substances or hazardous wastes; there are no known underground storage tanks for petroleum products or other hazardous substances. In the event any purchaser would desire to obtain information, the addresses for the regional office of the Department of Environmental Protection for the Commonwealth of Pennsylvania and the United States Environmental Protection Agency are hereinafter set forth. Mailing address are as follows: Commonwealth of Pennsylvania, Department of Environmental Protection, 909 Elmerton Avenue, Harrisburg, PA 17110 and United States Environmental Protection Agency (regional), US EPA Region 3, 1650 Arch Street (3PM52), Philadelphia, PA 19103-2029 and U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

Respectfully submitted,

STONEBROOK DEVELOPERS, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY

Dated:

By: \_\_\_\_\_  
Robert L. Gruber, Managing Member

STONEBROOK OF ELIZABETHTOWN HOA INC.,  
A PLANNED COMMUNITY

Dated:

By: \_\_\_\_\_  
Robert L. Gruber, Declarant

# WELCOME TO STONEYBROOK

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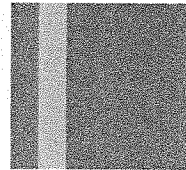
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  - Gas - UGI (800-276-2722)
  - Cable - Xfinity (800-xfinity)
- OTHER
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  - Elizabethtown Area School District Tax billed July (717-367-1521)

Stoneybrook of Elizabethtown HOA, Inc.

PO Box 149

Elizabethtown, PA 17022

Stoneybrookhoa17022@gmail.com



**Fee Schedule**

Single-family Unit: \$25/month general common fee – Total quarterly bill: \$75

Townhome: \$25/month general common fee plus \$50/month snow removal, lawn maintenance and mowing fee – Total quarterly bill: \$225

Late Fee: 15% assessed on quarterly billing cycle on quarterly outstanding balance

Resale Certificate Fee: \$100 – Due at settlement (resale transactions only) – Seller pays

Capital Reserve fund assessment: \$400 - Due at settlement (initial and resale) – Buyer pays

**2024 Annual Budget**

<u>INCOME</u>	<u>Annual Budget</u>
Fees, Homeowner, Townhomes (52)	\$31,200
Fees, Homeowner, Common (156)	\$46,800
Fees, Initial (15)	\$6,000
Fees, Resale Certification (3)	\$300
Total Income:	\$84,300

<u>EXPENSES</u>	
Administrative	800
Lawn, Landscaping, Townhomes	\$29,100
Maintenance, Grounds, Common	\$37,200
Snow Removal	\$3,100
Professional Fees (Accounting/Legal)	\$5,800
Insurance (Liability/Other)	\$2,000
Transfer to Capital	\$6,300
Total Expenses:	\$84,300

*The board's ability to assess additional fees or change fees is further outlined in the HOA Declarations*

*Updated November 16, 2023*



# Stoneybrook of Elizabethtown HOA, INC

## 2023 Statement of Income and Expenses

As of October 31, 2023

Ordinary Income/Expense

Income

Fees, Homeowners, Townhouses	\$ 32,344.73
Fees, Homeowners, Common	\$ 37,480.57
Fees, Initial	\$ 10,400.00
Fees, Resale Certification	\$ 300.00
<u>Total Income</u>	<u>\$ 80,525.30</u>

Expenses

Administrative	\$ 86.50
Lawn, Landscaping, Townhouses	\$ 24,228.40
Maintenance, Grounds, Common	\$ 27,679.67
Snow Removal	\$ 1,765.00
Legal	\$ 2,389.50
Billing Services	\$ 3,158.38
Insurance, Liability	\$ 1,357.00
Insurance, Other	\$ 126.00
	\$ -
<u>Total Expense</u>	<u>\$ 60,790.45</u>

Net Ordinary Income		<u>\$ 19,734.85</u>
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Other Income/Expense

Other Income

Interest Income	\$ 259.05
<u>Total Other Income</u>	<u>\$ 259.05</u>

Net Other Income		<u>\$ 259.05</u>
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Net Income		<u><u>\$ 19,993.90</u></u>
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Cash in Bank, Operating	\$ 26,352.97
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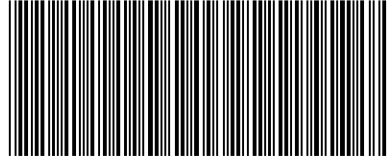
Cash in Bank, Capital Reserve	\$ 46,490.97
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<u>Total Checking/Reserve:</u>	<u>\$ 72,843.94</u>
--------------------------------	---------------------

**Lancaster County**  
Bonnie L. Bowman  
Recorder of Deeds  
150 N. Queen Street  
Suite 315  
Lancaster, PA 17603  
Phone: 717-299-8238  
Fax: 717-299-8393



INSTRUMENT # : 6180966  
RECORDED DATE: 12/30/2014 11:20:45 AM



3692009-0014R

**LANCASTER COUNTY ROD**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 50

**Document Type:** DECLARATION OF  
CONDOMINIUM/PLANNED COMMUNITY  
**Transaction Reference:** eSecureFile : 2059855e-e879-  
4b81-a4cf-6181594b9e28  
**Document Reference:**

**Transaction #:** 3604910 - 3 Doc(s)  
**Document Page Count:** 49  
**Operator Id:** armers

**RETURN TO: ( )**  
\*\*PLEASE NOTE: Recorded documents with completed  
Cover Pages are returned via email to the email address(es)  
identified above.  
E-Town Transfer Co  
222 South Market Street, Suite 201  
Elizabethtown, PA 17022

**SUBMITTED BY: ( )**  
E-Town Transfer Co  
222 South Market Street, Suite 201  
Elizabethtown, PA 17022

**GRANTOR(S)/MORTGAGOR(S):**  
RGR DEVELOPERS LP

**GRANTEE(S)/MORTGAGEE(S):**  
RGR DEVELOPERS LP

**\* PROPERTY DATA:**  
Parcel ID #:

Municipality:  
School District:

**\* ASSOCIATED DOCUMENT(S):**

**FEES / TAXES:**  
RECORDING FEE: DECLARATION OF  
CONDOMINIUM \$13.00  
CRC #6544 \$2.00  
RIF #6543 \$3.00  
WRIT TAX \$0.50  
EXTRA PAGE FEE \$90.00  
**Total:** \$108.50

INSTRUMENT # : 6180966  
RECORDED DATE: 12/30/2014 11:20:45 AM

I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office in  
Lancaster County, Pennsylvania.



*Bonnie L. Bowman*

**Bonnie L. Bowman**  
Recorder of Deeds

**PLEASE DO NOT DETACH**  
**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

NOTE: If document data differs from cover sheet, document data always controls.  
\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

L:\REAL-EST\JACK-S\StoneyBrookofEtownHOA.declaration.wpd -November 18, 2014

Prepared by: John M. Smith, Esquire  
Return to: John M. Smith, Esquire  
Gingrich, Smith, Klingensmith & Dolan

Parcel No.:	160-51101-0-0000	160-50219-0-0000
	160-50196-0-0000	160-49313-0-0000
	160-49390-0-0000	160-48607-0-0000
	160-48785-0-0000	160-47901-0-0000
	160-47295-0-0000	160-J-999-99

**STONEYBROOK OF ELIZABETHTOWN HOA, INC.**  
**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND**  
**RESTRICTIONS AT STONEYBROOK, A PLANNED COMMUNITY**

This Declaration of Covenants, Conditions, Easements and Restrictions hereinafter referred to as the "Declaration" is made this 16th day of DECEMBER, 2014, by RGR Developers, LP, a Pennsylvania Limited Partnership, of 1090 North Penryn Road, Manheim, PA 17545, hereinafter referred to as "Declarant."

WHEREAS, certain real property located in the Township of West Donegal, County of Lancaster and Commonwealth of Pennsylvania, containing nine (9) single family residential lots was previously submitted to and placed under a Declaration of Covenants, Conditions, Easements and Restrictions as reference to a First Amendment to the Stoney Brook Homeowners' Association Ph 1A document dated October 4, 2010 and recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, on November 30, 2010 at Instrument No. 5897471 will reveal; and

WHEREAS, the nine (9) lots which were previously submitted to the First Amendment dated October 4, 2010, and recorded in said Recorder of Deeds Office on November 30, 2010 at Instrument No. 5897471; have been developed and single family dwelling houses have been erected on each lot; and

WHEREAS, a Homeowners Association was formed previously concerning the nine (9) individual building lots which was known as Stoney Brook Homeowners' Association Ph1A, Inc.; and

WHEREAS, certain documentation was filed with the Pennsylvania Department of State, Corporation Bureau, forming a new Homeowners Association known as StoneyBrook of Elizabethtown HOA, Inc., as reference to Articles of Incorporation-Nonprofit filed on May 27, 2014, at entity number 4275051 will reveal; and

WHEREAS, Articles of Merger for Nonprofit Corporation were subsequently filed with the Pennsylvania Department of State, Corporation Bureau, on June 25, 2014, along with a Plan of Merger dated May 27, 2014 under the terms of which documents the Stoney Brook Homeowners' Association Ph1A, Inc. was merged to and with StoneyBrook of Elizabethtown HOA, Inc., the surviving Homeowners Association which will govern the lands which are being submitted to and under this Declaration; and

WHEREAS, Declarant is the owner and developer of certain real estate also located in the Township of West Donegal, County of Lancaster and Commonwealth of Pennsylvania, which Declarant desires to develop with twenty-seven (27) single family residential building lots and twenty-six (26) townhouse residential building lots which are shown on the Phase 1B Plan defined below; and

WHEREAS, the said real estate to be developed by Declarant and the lands which are subject to this Declaration includes all of the land identified as Phase 1A of the Final Subdivision Plan for Phase 1A, StoneyBrook recorded at Instrument No. 5830892-J (the "Phase 1A Plan") and all of the land within Phase 1B and Lot 118 shown on the Phase 1B Plan to be recorded; provided, however, that the Declarant and/or the Association can convey Lot 317A to the Township and dedicate same and once the Township accepts Lot 317A it shall for all purposes cease to be subject to the Declaration (attached hereto as Exhibit "A" is a perimeter metes and bounds legal description of Phases 1A and 1B on the Plans, Exhibit "B" which is a metes and bounds description for Lot 118 and Exhibit "C" which is a metes and bounds description of Lot 317 and of Lot 317A) (hereinafter referred to as the "Property"). Declarant intends to develop the Property as a residential development to be called "STONEBROOK, A PLANNED COMMUNITY" (hereinafter "a Planned Community") in accordance with a Final Subdivision/Land Development Plan for StoneyBrook Phase 1B (except that Lot 317A can be dedicated to the Township as set forth above), prepared by D. C. Gohn Associates, Inc. and recorded in the Recorder of Deeds Office in and for Lancaster County on December 17, 2014, at Instrument No. 2014-0288-J, (hereinafter referred to as the "Plan") and pursuant to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. §5101, et seq.; and

WHEREAS, the Property is shown on the Final Subdivision Plan and Lot Add-On Plan for StoneyBrook Phase 1B dated April 9, 2013, was last revised on May 21, 2014, and which Final Plan received conditional approval from West Donegal Township on June 9, 2014; and

WHEREAS, it is the intention of Declarant to have one Homeowners Association namely, StoneyBrook of Elizabethtown HOA, Inc., the surviving Homeowners Association, following the above referenced Merger to manage all of the Property; and

WHEREAS, Declarant has deemed it advisable, for the preservation of the amenities and values in said Community, to create the entity referenced above namely, StoneyBrook of

Elizabethtown HOA, Inc." (hereinafter "Association"), to which shall be delegated the powers of administering the open space areas and other common facilities, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the Commonwealth of Pennsylvania a non-profit corporation known as "StoneyBrook of Elizabethtown HOA, Inc." for the purposes of exercising the functions as described herein; and

WHEREAS, Declarant wishes to declare and impose on the Property generally, as covenants running with the land, certain additional covenants, conditions, restrictions, limitations, regulations and agreements. This document is intended to be the master document governing the ownership and use of the lands which constitute the Property;

NOW, THEREFORE, intending to be legally bound, Declarant declares that the Property referred to in Article II hereof and more particularly described in Exhibit "A", Exhibit "B" and Exhibit "C" attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, and conditions hereinafter set forth. All the provisions of this Declaration shall, as to the Owners of the Lots, Common Elements, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each other and all other properties, Common Elements and Lots in the Community and their respective owners and, as its interest is affected, West Donegal Township, Lancaster County, Pennsylvania. Further, Declarant herewith declares that the prior Declaration of Covenants, Conditions, Easements and Restrictions for Phase 1A referenced in the First Amendment thereto as described above are hereby and herewith rendered null, void and of no further force and effect. It is the meaning and intent of the Declarant in this document to create the within Declaration of Covenants, Conditions, Easements and Restrictions which shall be the only such document which controls the Property defined above and which are intended to be and shall be covered by this Declaration namely the 9 lots contained in Stoney Brook Phase 1A, the 53 Lots contained in StoneyBrook Phase 1B, Lot 118 and Lot 317.

#### ARTICLE I - DEFINITIONS

1.01 Definitions. The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings:

- (a) All defined terms set forth above in the background to this Declaration are incorporated herein by reference.
- (b) "Act" means the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101 et seq., as are applicable and in effect as of the date of this Declaration, and all amendments thereto hereinafter enacted.

- (c) "Assessment" means any Annual Assessment or Special Assessment levied against the Lots or any Lot in accordance with this Declaration.
- (d) "Association" shall mean and refer to the StoneyBrook of Elizabethtown HOA, Inc., its successors and assigns.
- (e) "Authority" shall refer to the Elizabethtown Area Water Authority and/or the Elizabethtown Regional Sewer Authority, or any successor entity providing public water service and/or public sewer service.
- (f) "Board" shall mean the Board of Directors designated by Section 5.05 herein to act on behalf of the Association.
- (g) "Bylaws" shall mean the Bylaws established with respect to the Association as may be amended from time to time by the Association.
- (h) "Common Elements" shall mean and refer to the Common Facilities and Controlled Facilities.
- (i) "Common Expenses" shall mean expenditures made by or the financial liabilities of the Association, together with any allocations to reserves and shall include "General Common Expenses" and "Limited Common Expenses" as defined in Section 6.02 of this Declaration.
- (j) "Common Expense Liability" means the liability for Common Expenses allocated to each Lot.
- (k) "Common Facilities" shall mean and refer to the area of the Property designated as such on the Phase 1A Plan and the Phase 1B Plan, to be owned by the Association, including but not limited to Lot 317 and any improvements thereon such as the Trail system and storm water management facilities and any other common open space areas. The location and content of the Common Facilities may be modified by Declarant for so long as Declarant retains ownership of one or more Lots, provided that any such modification is approved by the Municipality and is in compliance with the Act.
- (l) "Community" shall have the same meaning as "Development" as hereinafter defined.
- (m) "Controlled Facilities" shall mean and refer to any facilities benefitting the Community that are not located with the area devoted to Common Facilities but are controlled and managed by the Association pursuant to this Declaration, but only maintained, repaired, insured, improved or replaced as provided herein. It shall include the Trail system and storm water management facilities located on the lots or other phases of

StoneyBrook benefitting the Community and the land around the town homes as described in Article 3.10(b), as well as the parking facilities shown within the title lines of lots 70 to 78, together with improvements thereon shown on the recorded final Plans of the Property.

- (n) "Declarant" shall mean and refer to RGR Developers, LP, its successors and assigns, if successors or assigns (i) should acquire more than one undeveloped Lot from the Declarant for the purpose of development, and (ii) succeeds under Section 5304 of the Act to any Special Declarant Rights, subject to the restrictions of that Section.
- (o) "Development" shall mean the development of StoneyBrook on lands of the "Property".
- (p) "Dwelling" means a residence, designed, constructed and occupied as a single family residence, or a townhouse residence and located on a Lot subject to this Declaration. Each separate dwelling shall be subject to all of the rights, privileges and duties set forth herein. A Dwelling and the land on which it is situated are collectively synonymous with the term "Lot."
- (q) "Fine" or "Fines" means monetary penalties authorized to be imposed on Owners by the Association for violation of any of the terms and conditions of this Declaration, the Bylaws, or any rules and regulations ("Rules and Regulations") adopted by the Association in accordance with this Declaration or Bylaws. Such monetary penalties shall include, without limitation, fees, charges, late charges, fines and interest, and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association from the Owner or enforcement of the provisions of this Declaration, Bylaws, or Rules or Regulations.
- (r) "Limited Controlled Facilities" shall mean the Controlled Facilities that are for the exclusive use of one or more but fewer than all of the Lots. They shall include Alley A and the lands as described in Article 3.10(b) herein.
- (s) "Member" shall mean and refer to all those owners who are members of the Association. Every Owner of a Lot which is subject to assessment shall be member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.
- (t) "Municipality" shall mean and refer to the municipality within which the property is located, being West Donegal Township, situate in Lancaster County, Pennsylvania.

- (u) "Officers" shall mean the Officers of the Association elected by the Board.
- (v) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including individuals having any interest under the terms of an installment sales agreement, but excluding those having such interest merely as security for the performance of an obligation.
- (w) "Period of Declarant Control" shall mean that period established under Section 5.04 hereof wherein Declarant has the right to appoint and remove Officers and Members of the Board.
- (x) "Plat" or "Plans" shall mean and refer to the Phase 1A Plan referenced above and the Final Subdivision/Land Development Plan and Lot Add-On Plan for StoneyBrook Phase 1B, prepared by D.C. Gohn Associates, Inc. dated April 9, 2013 and recorded in the Recorder of Deeds Office in and for Lancaster County on Dec. 17, 2014, at Instrument No. 2014-0288-J, as the same may, however, be further revised in accordance with applicable ordinances, with any such revisions to be subject to the approval of the Municipality.
- (y) "Property" shall refer to all lands, both Lots and Common Elements, which comprise the Property and includes all of the land identified as Phase 1A of the Final Subdivision Plan for Phase 1A, StoneyBrook recorded at Instrument No. 5830892-J and all of the land within Phase 1B shown on the Phase 1B Plan to be recorded except that Lot 317A, if dedicated to the Township and accepted by the Township shall for all purposes cease to be subject to the Declaration.
- (z) "Roads" shall refer to publicly dedicated within the Community and shall include Farmington Lane.
- (aa) "Lot" means the part of the Property designed or intended for residential use, and on which a dwelling house will be constructed. The term "Lot" shall include the land and any structure erected on it. There are a total of 9 single family residences in Phase 1A that have been developed. Located in Phase 1B are a total of 27 single family Lots and 26 townhouse Lots. Lot 118 contains an existing dwelling house thereon erected. Lot 317 is designated as open space. Lot shall not include the Common Facilities, the Controlled Facilities or the Limited Controlled Facilities except only for and to the extent that Lots 70 through 78 contain Alley A and off street parking facilities.

## ARTICLE II - DESCRIPTION OF LOTS AND COMMON ELEMENTS

- 2.01 Lot Boundaries. The boundaries of each Lot are coterminous with the legal description of each Lot as depicted on the Plans.

- 2.02 Maximum Number of Lots. The number of Lots that may be created in StoneyBrook Phase 1A is 9 which have been developed and 27 single family Lots and 26 townhouse Lots as set forth in StoneyBrook Phase 1B. No individual Lots may be further subdivided.
- 2.03 Description of Common Elements. Descriptions of the Common Elements of the Community including both Common Facilities, Limited Common Facilities or Areas and Controlled Facilities are contained in Article I Definitions. There are no timeshare estates created under this Declaration.
- 2.04 Flexibility of the Community. Stoney Brook Phase 1A is and was intended to be a flexible planned community and StoneyBrook Phase 1B is intended to be a flexible planned community as such term is defined under the Act. In particular, Declarant reserves the options to add additional real estate to the Community with no assurances to the order of addition and to create additional Lots or Limited Common Elements or both. Those lots being a maximum of 252 are shown and designated as Phases 1C, 2, 3, and 4, on page 4 of 32 of the Plan which said Plan is incorporated in this paragraph 2.04 as if set forth in full. The time limit for adding real estate shall be as set forth in the law, currently ten (10) years, under Section 5206(2) of the Act.

### ARTICLE III - DEED RESTRICTIONS AND DECLARATIONS

- 3.01 All Lots are declared to be subject to the Deed Restrictions and this Declaration in accordance with the terms set forth herein and nothing contained herein shall be deemed to modify or amend the provisions thereof except as specifically provided herein. The following restrictions and requirements are intended to be in addition to the requirements of all applicable ordinances of the Municipality, and all Lot Owners shall comply with the requirements of all applicable Municipality Ordinances in addition to the requirements of this Declaration. In the event of a conflict between this Declaration and any Municipality Ordinance, Section 3.07 of this Declaration shall govern.
- 3.02 Compliance with Plan. No use of any Lot or Common Facility or Limited Controlled Facility shall be made which is contrary to the Plan approved by Municipality, as provided for in the relevant provisions of the Municipal Zoning Ordinances, or such changes or amendment to such plan as may from time to time be properly approved by the Municipality. Each Owner shall be bound by all provisions of such Plans, whether or not recorded, including but not limited to all Notes shown thereon.
- 3.03 Lot Size. No Lot shall be subdivided, partitioned, changed or reduced in size except that the Declarant reserves the right to itself, its successors or assigns, to modify the Plan in accordance with the proper consent and approval of the Municipality.
- 3.04 Use and Improvement Restrictions. The following uses and improvements are prohibited or restricted within any Lot or Common Facility or Limited Controlled Facility unless hereinafter specifically permitted with the prior approval of the Declarant or the Association.

- (a) No outside or free-standing TV, radio, short wave or similar aerial or antenna shall be erected or maintained, unless approved and agreed to by Declarant, or by the Board or an Architectural Control Committee appointed by the Board. Approval shall not be unreasonably withheld, consistent with the preservation of aesthetics within the community; provided, however, that no satellite dish antenna shall exceed 18 inches in diameter.
- (b) No trailer, tent, recreational vehicle, outbuilding or structure of a temporary nature shall be used as a residence.
- (c) No commercial or business type vehicle or equipment shall be parked on any Lot, Limited Common Areas, roadbeds or common parking area except when performing work or making a delivery. No unused vehicle or equipment and no trailer, recreational vehicle or boat shall be parked or stored on any Lot, or on the roads or driveways within the Community for more than a two (2) week period in any sixty (60) day time period. Small pick up trucks and similar size vehicles shall be permitted provided they are owned or used by an owner of a Lot within the Community.
- (d) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or in any Dwelling or other improvement erected on a Lot, except that dogs, cats, or other customary household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, and subject to applicable laws and regulations governing the keeping of animals. All household pets must be maintained so that offensive odors or noise will not be apparent to other Owners and must be controlled to prevent damage to other Lots within the Development. Animal waste shall be promptly removed and disposed of by Owner.
- (e) No portion of the Property shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste, except that such material may be kept in the Dwelling or in areas of the Property designated for this purpose by the Declarant (in connection with its construction), or by the Board, provided that these materials are kept in sanitary containers in a clean and sanitary condition. No garbage cans or trash containers shall be located in the front yard or on the sidewalks on or adjacent to any Lot for more than a 24-hour period. All trash enclosures shall be prohibited in or on the front yard, side yard, the front porch of any Lot or on any sidewalk in or adjacent to any Lot. Lot Owners shall place these containers for collection only in the designated areas, and only on the day these refuse materials are to be collected. Empty containers shall be removed promptly after collection

- (f) No Lot Owner or occupant shall leave any non-operating vehicle, any vehicle not currently registered and licensed, or any vehicle having an invalid and expired state motor vehicle inspection sticker on or about the Property, except if entirely enclosed in a garage.
  - (g) No garage area shall be converted to either living space or storage space. to the contrary, all garage spaces must be kept clear and used for the purpose of storing a vehicle.
  - (h) No detached or free standing garden or utility sheds shall be permitted except as may be specified in the plan or as designated by the Board of the Association in an approved location within the Common Facility or Limited Controlled Facility.
  - (i) No fencing, perimeter or otherwise, shall be allowed unless it is a decorative fencing installed based upon prior written approval of the Declarant (or the Homeowners Association in the future). Said fencing shall not exceed four (4) feet in height. At no time shall any solid fencing of any kind be installed on any lot. Lot owners are advised that any fencing which is sought to be installed shall not be done without appropriate permitting received from the Township of West Donegal.
- 3.05 Prohibition of Unlicensed Motorized Devices. The use of motorbikes, mini-bikes or similar unlicensed motorized devices shall not be permitted in Stoney Brook except duly licensed motorcycles may be used on the roadbeds for the purpose of normal transportation.
- 3.06 Prohibition of Interference with Drainage Facilities. No grading, landscaping or excavation or driveway installation shall be constructed on the Property in a manner that burdens, damages or interferes with drainage swales, pipes, infiltration trenches, basins or other drainage facilities of any type.
- 3.07 Restrictions in Addition to Municipal Ordinances, Rules or Regulations. All restrictions provided for herein shall be in addition to any restrictions contained in Municipal ordinances, rules or regulations, and in all events, in the case of conflict between such rules and regulations and the restrictions provided for herein, the more stringent of the two shall apply.
- 3.08 Rules and Regulations. The Board shall have the power and authority to adopt, amend, withdraw and publish from time to time such rules and regulations applying the foregoing protective covenants as the Board may deem appropriate under the then existing circumstances of the Association.
- 3.09 Insurance on Individual Lots. Each Owner of a Lot is obligated to carry homeowner's insurance on such Owner's property. Homeowners insurance must be written on a standard form for individual fee simple ownership of the dwelling, and must include both fire and extended coverages with respect to protection against property damage and individual liability with respect to insuring against injuries to persons suffered within the boundaries of the Lot or within the boundaries of the Limited Controlled Facilities adjacent thereto. Each

Owner shall on an annual basis, provide the Association with either a Certificate of Insurance or a copy of the insurance policy demonstrating compliance with this obligation. The Association is authorized to obtain insurance on any Lot where the Owner fails to do so, and assess the cost of obtaining the same against the Owner of the Lot in the same manner as any General or Special Assessment. As set forth in Sections 5.01(a), 5.02(a) and 5.09 of this Declaration, the Association shall carry liability insurance with respect to the Common Elements of the Community.

- 3.10 Additional Restrictions. The Phase 1B Plan shows a Lot #317A which is to be dedicated to the Township and a "Trail" to be developed. Under Plans approved by the Township, incorporated herein by reference, the Association and all lot owners shall be and are responsible for maintenance of the Trail system, including the portion located within Lot 317A. Declarant will construct the Trail system, and Declarant, and after conveyance, the Association will maintain the Trail system to which the public will have access. Further, and as a private contractual matter between this Association and any other Association to be created in the Development, the Lot owners in these Phases 1A and 1B shall share in the costs of maintenance of the Trail system.

The following shall also apply concerning the development of StoneyBrook:

- (a) The Association shall be responsible, to the exclusion of the Municipality, to pay all costs related to and maintain all shared access drives shown on the Plan and also the public trail system which will run through the development including all phases thereof which might be developed in the future.
- (b) Further, any lands located in and around the townhouse portion of Phase 1B shall be maintained by the Association with charges to the townhouse owners which shall include snow removal, lawn maintenance and mowing. The owner of any single family Lot in Phases 1A and 1B shall be solely responsible at their expense for outside maintenance to include snow removal, lawn maintenance and mowing.
- (c) All other open spaces located within the development including storm water management facilities, all of the pedestrian and bicycle pathways, including those located within Lot 317 and Lot 317A, whether or not the Township accepts dedication of Lot 317A, shall be maintained by the Association including all costs related thereto. This obligation on the part of the Association shall include maintenance of the public trail system whether or not located on Association lands.

#### ARTICLE IV - RESTRICTIONS ON COMMON FACILITIES

- 4.01 Uses. The Common Facilities shall be used for only the following purposes: pedestrian (but not vehicular) use of the sidewalks and pathways, storm drainage facilities, resource conservation, flood plain conservation, and active or passive recreational purposes. No other use shall be permitted in the Common Facilities.

- 4.02 Subdivision of Common Facilities. There shall be no further subdivision of the Common Facilities, except for Declarant's right to adjust or modify lot line boundaries.
- 4.03 Landscaping and Planting. No individual landscaping, gardening or planting shall be permitted in the Common Facilities, except that landscaping, gardening or planting which is approved by the Association in accordance with its Articles and Bylaws. This section shall include landscaping as any individual Owner may propose for any individual Lot.
- 4.04 Trees. No trees, except dead or diseased trees, shall be cut except when approved by the Association in accordance with its Articles and Bylaws. No trees shall be planted except as approved by the Association in accordance with its Bylaws.
- 4.05 Fences. No fences shall be erected on the open space, except those approved by the Association in accordance with its Articles and Bylaws.
- 4.06 Sheds. No free standing and/or detached garden or utility sheds shall be permitted in the Development.
- 4.07 Easements. Perpetual easements for the installation and maintenance of sewer, water, gas, electric, telephone, fuel oil, cable television, and storm drainage facilities for the benefit of the adjoining landowners and/or utility companies ultimately operating such facilities, are reserved. Also, easements in general in and over each Lot for the installation of such facilities are similarly reserved. Easements are reserved in favor of the Municipality and the Authority for the purposes provided in this Declaration, the By Laws, the Rules and Regulations of the Association, if any, and all applicable Ordinances, Regulations and Codes. No buildings or structures shall be erected within the easement areas occupied by such facilities. Additionally, the Owner of each Lot shall have the right in an area extending ten feet out from the rear or side wall of the dwelling house for the length of the rear or side wall to expand and/or enclose the deck or porch area, subject to approval of the Association prior to such expansion or enclosure.
- 4.08 Restrictions. The Restrictions listed in this Article shall not apply to any areas dedicated to and accepted by the Municipality.

#### ARTICLE V - HOMEOWNERS' ASSOCIATION

- 5.01 Purposes. The Association shall be formed and maintained for the following purposes (the "Purposes"):
- (a) To maintain, improve, repair, replace, regulate, manage, insure and control the Common Elements within the Community in accordance with the requirements of the Plan and applicable law and regulations.
  - (b) To provide for lawn, shrub and tree maintenance within the Community, which shall include mowing, trimming, repair,

replacement, and general maintenance of lawns, shrubs and trees within the Community. This duty shall not include performing any of these functions on the single family Lots.

- (c) To maintain control of the Lots in accordance with the restrictions set forth in the Deed Restrictions or as required by this Declaration. The Association shall have the right to exercise all rights of the Declarant as set forth in the Deed Restrictions from and after the termination of the Period of Declarant Control.
- (d) To promote the health, safety and welfare of the residents of the Development.

5.02 Powers. In furtherance of its Purposes, the Association shall have the right and power to:

- (a) Do all things and to take all action reasonably necessary for the maintenance, improvement, repair, replacement, regulation, management, insurance and control of the Common Elements, including Common Facilities and Controlled Facilities, in accordance with the requirements of the Plan, this Declaration and applicable law and regulations;
- (b) Grant easements, leases, licenses and concessions through or over the Common Elements, including Common Facilities and Controlled Facilities;
- (c) Adopt and amend bylaws and rules and regulations;
- (d) Adopt and amend budgets for revenues, expenditures and reserves, and collect assessments for Common Expenses from Owners;
- (e) Impose charges for late payment of assessments and, after notice and opportunity to be heard, levy reasonable fines on Owners for violations of this Declaration, the Bylaws and rules and regulations of the Association;
- (f) Provide for the indemnification of Officers and Members of the Board and maintain directors' and officers' liability insurance;
- (g) Exercise any other powers conferred on Lot owner's associations by Chapter 53 of the Act, this Declaration or the Bylaws;
- (h) Exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Association; and exercise any other powers necessary and proper for the governance and operation of the Association; and
- (i) Exercise all rights of Declarant from and after the termination of the Period of Declarant Control.

5.03 Membership; Voting Rights.

(a) Owners:

- (1) Membership. Each Owner shall be a Member of the Association entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members of the Association.
- (2) Voting. Each Lot shall be allocated one vote. When more than one person holds title to a Lot, such persons shall be entitled to only one (1) collective vote in any matter to be voted on by Owners or in any election by Owners. Such vote shall be determined and cast in the manner provided by the Bylaws.

- (b) Developer shall be entitled to one vote for each Lot owned by Developer subject to the provisions of Section 5.04 hereof

5.04 Period of Declarant Control (68 Pa. C.S.A. §5303(c)).

- (a) Declarant shall have the right to appoint and remove Officers and members of the Board for the period commencing with the date of the first conveyance of a Lot from Phase 1B to any persons other than Declarant and ending on the earlier of
- (1) seven (7) years from date of the first conveyance; or
  - (2) sixty (60) days after conveyance of 75% of the Lots in Phase 1B to any person other than Declarant; or
  - (3) two (2) years after Declarant has ceased to offer Lots for sale in the ordinary course of business.
- (b) The provisions of subparagraph (a) notwithstanding, the election of Officers and Members of the Board during the Period of Declarant Control shall be subject to the following:
- Not later than sixty (60) days after the conveyance of 25% of the Lots to persons other than Declarant, at least one member and not less than 25% of the Members of the Board shall be elected by Owners other than Declarant.
- (1) Not later than sixty (60) days after conveyance of 50% of the Lots to persons other than Declarant, at least two Members and not less than 33% of the Members of the Board shall be elected by Owners other than Declarant.
- (c) Declarant shall have the right to voluntarily surrender the right to appoint and remove Officers and Members of the Board prior to the expiration of the Period of Declarant Control. Declarant shall notify the Association and the Board in writing of its election to surrender such rights, whereupon the Period of Declarant Control shall terminate immediately.

In such event, Declarant may reserve the right, for the duration of the Period of Declarant Control, to require approval by Declarant of specified actions of the Association or the Board, provided such reserved rights are described in an instrument executed by the Declarant and recorded in the Recording Office.

(d) All Owners acknowledge and agree that the period of Declarant Control begins to run from the date of the conveyance of the first Lot in Phase 1B and not any other date, any statutory provision to the contrary notwithstanding.

5.05. Board of Directors.

- (a) Not later than the termination of the period of Declarant Control, the Board appointed by the Declarant shall resign and the Owners shall elect a Board of Directors of at least three and not more than five Members, all of whom shall be Owners. No more than one Owner of a Lot shall serve on the Board of Directors at the same time as another Owner of the same Lot.
- (b) The Board of Directors elected or appointed in accordance with the provisions of this Declaration shall have the power to act on behalf of the Association in all matters not specifically reserved for Owners pursuant to this Declaration, the Bylaws or by applicable law.

5.06 Limitations on Authority of the Board The Board may not act on behalf of the Association to do any of the following, which matters are reserved for action by the Owners in accordance with the provisions of this Declaration:

- (a) Amend this Declaration;
- (b) Elect Members of the Board; or
- (c) Determine the qualifications, powers, and duties or terms of office of Members of the Board.
- (d) Terminate the Community.

5.07 Removal of Members of the Board. The Owners, by a two-thirds vote of all Owners present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any Member of the Board, with or without cause, other than a Member appointed by the Declarant.

5.08 Association Budget.

- (a) At least annually, the Board shall prepare and adopt a budget of Common Expenses (i.e. expenses to be paid by Lot Owners).
- (b) The Board shall deliver to all Owners copies of each budget approved by the Board and notice of any capital expenditure approved by the Board, promptly after such approval.

- (c) The Owners, by a vote of two-thirds of all Owners present and entitled to vote at any meeting of the Owners at which a quorum is present, may reject any budget or capital expenditure approved by the Board within thirty (30) days after approval.
- 5.09 Insurance. The Board shall cause the Association to obtain, if and to the extent available, and pay for all insurance on the Common Facilities required under Section 5312 of the Act.
- 5.10 If there is any conflict between these Covenants and the Association By-Laws the provisions hereof shall control.

#### ARTICLE VI - ASSESSMENTS

- 6.01 Annual Assessments.
- (a) The Board shall have the power to make annual assessments ("Annual Assessments") of each Lot to provide for payment of Common Expenses incurred to carry out any of the Purposes of the Association as set forth in Article V. Payment of the annual assessments shall be made to the Association on a monthly basis.
  - (b) Until the Association makes the first such assessment for Common Expenses, Declarant shall pay all expenses and carry out all maintenance and repair obligations of the Association.
  - (c) After the first Assessment, Assessments shall be made at least annually, based upon a budget adopted at least annually by the Association in accordance with this Declaration and the Bylaws. The budgets of the Association shall segregate Limited Common Expenses from General Common Expenses if and to the extent appropriate.
  - (d) The Annual Assessment shall commence as to each Lot on the date of deed of conveyance of that Lot from the Declarant and shall be pro-rated for the calendar year and/or month in which closing occurs. Owner shall pay at settlement the then current year assessment prorated to the date of settlement. In addition, Owner at settlement shall pay the sum of two Hundred Dollars (\$200.00) which sum shall be non-refundable and shall be allocated to the capital reserve fund for improvements to the Common Facilities. At settlement on all subsequent transfers of any Lot, the sum of Two Hundred Dollars (\$200.00) shall be paid by the new Owner and allocated to the capital reserve fund for improvements to the Common Facilities.
  - (e) The Board shall fix the amount of the next Annual Assessment during the fourth quarter of each year. Written notice of the Annual Assessment shall be sent to every Owner.

- (f) Surplus funds shall be credited in accordance with Section 5313 of the Act.

6.02 Uniform Rate of Assessment.

- (a) Except as provided in subparagraph (b), Annual Assessments for Common Expenses ("General Common Expenses") must be fixed at a uniform rate for all Lots.
- (b) Assessments with respect to the following expenses shall be deemed "Limited Common Expenses" and shall be assessed as follows:
- (1) Any Common Expense benefiting fewer than all Lots shall be assessed exclusively against the Lots benefitted, and
  - (2) If a Common Expense is caused by the negligence or misconduct of any Owner, the Association may assess that expense exclusively against such Owner's Lot.
  - (3) Assessments against townhouse Lots and single family Lots do not have to be uniform due to the provisions of Section 3.10(b) above of this Declaration.
  - (4) The owners of Lots 70 - 78 shall be assessed separately to maintain the Limited Controlled Facility of Alley A.

- 6.03 Special Assessments. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto and including Storm Water Management Facilities, provided that any such assessment shall have the assent of two-third (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE VII - LIENS OF ASSESSMENTS AND FINES

7.01 Creation of the Lien and Personal Obligations of Assessments.

- (a) The Declarant, for each Lot owned by it within the properties, hereby covenants and each subsequent Owner of any such Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) special assessments for maintenance, restoration or repair as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made, as more fully set forth in Section 5315 of the Act. Each such assessment, together with such interest thereon and costs of

collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

- (b) **Notification.** The Owner of a Lot intending to sell the same shall notify the Board as to his intent to sell the Lot so that the Resale Certificate required under Section 5407 of the Act may be prepared.
- (c) **Resale Certificate.** Within ten (10) days of the receipt of such notification, the Board shall prepare a Resale Certificate which shall set forth all information required under Section 5407 of the Act. This certification shall be mailed to the place designated by the Owner. No conveyance shall discharge the personal liability of the Owner for unpaid assessments or charges whether or not shown on such certificate. A reasonable fee shall be established from time to time for the cost of preparation of such certificate and shall be paid by the owner at the time of request of such certificate. The certificate shall be signed by an officer of the Association or by an employee of the Association's management company. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as to any purchaser or mortgagee relying thereon in good faith as of the date of its issuance, but shall not relieve the Owner of personal liability.

7.02 **Liens of Assessments and Fines.** In accordance with Section 5315 of the Act, Annual Assessments and/or Fines, together with interest, costs, and reasonable attorney's fees, shall be a charge on each respective Lot and shall be a continuing lien upon each respective Lot. Each such Assessment or Fine, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner for Assessments made and for fines imposed against such Owner while such Owner holds title to the Lot. The charge of any Assessment or Fine against any Lot shall survive transfer of title to such Lot as provided by Section 5315 of the Act. If an Assessment is payable in installments and one or more installments are not paid when due, the entire outstanding balance of the Assessment becomes effective as a lien from the due date of the delinquent installment.

7.03 **Priority of Lien.** The priority of the lien for Assessments and Fines shall be determined in accordance with Section 5315 of the Act.

#### **ARTICLE VIII - EASEMENTS AND RIGHTS OF ACCESS**

8.01 **Members' Easements of Enjoyment.** Subject to the provisions of Section 8.03 of this Article VIII, every Member shall have a right and easement of enjoyment in and to the Common Facilities and such easement shall be appurtenant to and shall pass with the title to every Lot, and shall commence at the time of such Member's acquisition of his or her Lot whether or not title to the Common Facilities has been then conveyed to the Association. Such easement shall include the right of access to, ingress to and egress from the Common Facilities, the right to make reasonable passive recreational use of the Common Facilities, including

the pathways and sidewalks, and the right to use drainage facilities and utilities placed within the Common Facilities.

8.02 Title to Common Facilities. Declarant hereby covenants for itself, its successors and assigns, that it shall convey the Common Facilities by special warranty deed to the Association, free and clear of all liens and encumbrances, excepting the mortgage encumbrances as may be provided for herein, existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies as provided for herein, and any other restrictions or conditions existing of record not later than the termination of the period of Declarant Control, as defined in Section 5.04 above.

8.03 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) the right of the Association in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Facilities and Controlled Facilities and, in aid thereof, to mortgage said Common Elements and the rights of such mortgagee in the Common Elements shall be subordinate to the rights of the Owners hereunder;
- (b) the right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure;
- (c) the right of the Association, as may be provided in its Articles and Bylaws, to suspend the enjoyment rights to recreational open spaces of any members for any period during which any such member's assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;
- (d) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities within the Common Elements;
- (e) the right of the Declarant, and of the Association, to grant and reserve Easements and rights-of-through, under, over and across the Common Elements, for the installation, maintenance and inspection of the lines and appurtenances for access, ingress and egress, for public water, gas, electric, telephone, sewage, drainage, fuel oil, cable television, other utilities; provided, however, that such easements and rights-of-way will not be contrary to either (i) the Plan, or (ii) the purposes for which the Common Elements can be utilized under the governing ordinances of the Municipality;
- (f) the right of the Declarant (until the end of the Period of Declarant Control) and the Association, contingent upon the prior written approval of the Municipality or, as applicable, approval of the Authority, to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication and transfer or determination as to the purposes or conditions thereof shall be effective unless an instrument executed by the president of the Association and attested to by the secretary thereof certifies that

after due notice in accordance with the Articles of Incorporation and Bylaws of the Association that two-thirds (2/3) of the persons present, in person or in proxy, approve such action; provided, however, that notwithstanding any such transfer, the Common Elements are restricted to utilization as open space by the Community;

- (g) the free right and privilege of Declarant at all times hereafter to go upon the Common Elements to construct, reconstruct, repair, renovate or correct any work heretofore or hereafter done by Declarant, its agents, servants, workmen or contractors;
- (h) the free right and privilege of Declarant, its agents, servants, contractors, licensees and invitees to enter upon the Common Elements at all times for purposes incident to the construction of the residential subdivision and the marketing of dwellings; including, without limitation, the right to complete all improvements denoted on the Plat and/or the Final Subdivision Plans, the right to maintain offices, models and signs, the right to use easements within and through the Common Elements and as more fully set forth herein below; and
- (i) the absolute right of Declarant at any time until the conveyance of the last Lot to an Owner other than Declarant to modify the boundary lines of the individual Lots and the Common Elements, provided, however, that any such change must first be approved by the Municipality. No individual Owner shall be deemed to have a vested right in and to the area, content or location of the Common Elements until the conveyance of the last Lot to an Owner other than Declarant, except that any such change shall not reduce the amount of the Common Elements to less than the amount required under the applicable municipal ordinances.
- (j) the rights of the Municipality and the Authority to enter upon the Common Elements for purposes defined by this Declaration and for use of the easements through the Common Elements granted above in this Declaration. Notwithstanding the foregoing, this Declaration shall not limit the rights of the Municipality under other recorded easements and agreement including, but not limited to, the Storm Water Management Agreement and Declaration of Easement between the Declarant and the Municipality.

8.04 Utility Lines Serving More Than One Lot. In order to provide the Lot Owners with underground utility lines, it may be required from time to time that two or more Lots are served with a common service entrance line. The Owners of Lots with such lines agree to cooperate fully with all maintenance, repair and other measures as may be necessary to provide adequate and proper services to the Owners served thereby.

8.05 Recorded Easements and Licenses. The recorded Easements affecting the Community are those necessary for utilities and public services to each Lot and the Agreement Providing for Grant of Pedestrian Easement. There are no licenses affecting the Community known to the Declarant as of the date hereof.

ARTICLE IX - MAINTENANCE OF COMMON ELEMENTS AND CONTROLLED  
STORM WATER MANAGEMENT FACILITIES

9.01 Maintenance Responsibility. (a) The maintenance of the Common Elements shall be the responsibility of the Declarant until such time as the initial Common Expense assessment is made. Thereafter the maintenance of the Common Elements shall be the responsibility of the Association, as set forth in Section 5.02 subject to the Declarant's contribution during the Period of Declarant Control. Maintenance shall include, but is not limited to, facilities maintenance and repair, lawn care, liability insurance, maintenance of landscaping and planting other than those landscaping and planting features installed by individual Lot Owners subject to Association approval, construction of any kind and anything else associated with the use and enjoyment of the Common Facilities. Each Lot Owner shall be primarily responsible, subject to the Association's rights as set forth in Section 5.02, for maintaining his/her Dwelling and Lot in accordance with any and all architectural controls set forth herein or in the Bylaws of the Association. Any alteration to the exterior of any Lot, which alters its appearance or conformity to the architectural controls or designs, shall be permitted only upon the approval of Board of Directors of the Association.

(b) The following shall also apply: as mentioned above maintenance responsibilities vary slightly for the single family Lot and the townhouse Lots to be erected on the Property. As a result: (i) the owners of any Lot located within the single family section of the development shall have the full responsibility for all outside maintenance including mowing, snow removal and lawn maintenance done to including snow removal, lawn maintenance and mowing. (ii) All Lots located in the townhouse section of the development shall have outside maintenance and repairs (but not for any structure or sidewalk) done and performed by the Association. (iii) It is to be noted that this less than uniform rate of assessment is authorized herein under Section 6.02(b)(1) and (b)(3).

(c) Storm Water Management. A Storm Water Management Agreement and Declaration of Easement for Phase 1A was executed and recorded in the Recorder of Deeds Office in and for Lancaster County at Instrument No. 5831957 and the Declarant has executed a Storm Water Management Agreement and Declaration of Easement with the Municipality which is dated Dec. 17, 2014 and recorded in the Recorder of Deeds Office of Lancaster County, Pennsylvania on Dec. 23, 2014 at Instrument No. 6180233. The Declarant, and subsequently the Association, shall and will be legally obligated to abide by and carry out all the terms of both Agreements and shall be subject to all penalties therein if they fail to do so.

ARTICLE X - EFFECT OF NON-MAINTENANCE  
OF COMMON ELEMENTS BY ASSOCIATION

10.01 Right of Municipality. (a) In the event that Declarant or the Association neglects the maintenance of or repair to the Common Elements, as provided for in Article IX hereof, the Municipality shall have the right, but not the obligation, to provide

for the maintenance of or repair to the Common Elements, and the costs thereof shall be assessed equally among the Owners. The assessment shall be a charge against all the Lots and shall be a continuing lien upon the Lots. The Municipality, before it may exercise the above-mentioned rights, shall notify the Board of Directors of the Association by certified mail of its intention to do so. The notice to the Board of Directors of the Association shall specifically set forth in what manner the Association has neglected the maintenance of or repair to the Common Elements. If the Association fails to correct or repair the items listed in the notice, within thirty (30) days thereafter the Municipality may exercise its above-mentioned rights. With respect to the water and sewer lines serving the Community, the Authority shall have the same rights as herein granted to the Municipality.

(b) Notwithstanding the foregoing, nothing in Section 10.01 shall be deemed to limit the rights of the Municipality to enforce Municipal Ordinances or the rights of the Municipality under recorded agreements including, but not limited to, the Storm Water Management Agreement and Declaration of Easement between Declarant and the Municipality.

10.2 Abandonment or Cessation of Association. In the event that the Association is abandoned or abolished, or otherwise ceases to exist, or the Association proposes to dispose of the Common Elements as provided herein, such Common Elements shall first be offered for dedication to the Municipality, at no cost to the Municipality, before any other steps are taken in conformity with these Covenants and Restrictions.

#### ARTICLE XI - GENERAL PROVISIONS

11.01 Enforcement. The conditions and restrictions contained in this Declaration shall be covenants running with the land and shall operate for the benefit of, and may be enforced by the Declarant, the Association or by the Owner of any Lot in the Development. Violation of any of the provisions contained in this Declaration is hereby declared and agreed to be a nuisance which may be remedied by appropriate legal proceedings. The failure to enforce or restrain the breach of any provision of this Declaration shall in no way be deemed a waiver of the right to

enforce or restrain such breach, or any future breach, or as a waiver of such provision.

11.02 Covenants Running with the Land. The covenants set forth in this Declaration are perpetual in nature, shall be covenants running with the land and shall be binding on all parties and all persons claiming under them.

11.03 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

- 11.04 Supplement. These conditions, covenants, obligations, and restrictions shall be in addition to any applicable provisions of any present or future zoning law or ordinance and no provision hereof shall be deemed to authorize any act in violation of any such zoning law or ordinance.
- 11.05 Amendment. All Amendments to this Declaration must be in writing, approved by Declarant if made during the Period of Declarant Control and otherwise approved by a two-thirds vote of all Owners present and entitled to vote at any meeting of the Owners at which a quorum is present. Any such amendment as would lessen or alter the rights of the Municipality and/or the Authority may not be enacted without the prior written approval of the Municipality and/or the Authority. No such amendment shall be effective unless and until recorded in the Office of the Recorder of Deeds.
- 11.06 Notices. Any notice required to be sent shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member of Owner on the records of the Association at the time of such mailing.

#### ARTICLE XII - RETENTION OF SPECIAL DECLARANT RIGHTS

- 12.01 Declarant retains for a period ending two (2) years after the sale by Declarant of the last Lot, an easement to enter upon each Lot to perform any corrective grading deemed necessary or desirable by Declarant; the Association and the Municipality shall each have the same easement, perpetually.
- 12.02 Subject to approval by the Municipality, Declarant retains the sole right to subject any portion of the planned community to an easement or license in favor of any real estate not included in StoneyBrook or in favor of any person who is not an Owner or occupant of a Lot in the Community, until such time as the termination of the period of Declarant Control. In such event in exercising such right, the use and enjoyment of any Lot Owner shall not be adversely affected by the easement rights, nor shall there be any adverse impact on the budget of the Association.
- 12.03 Subject to obtaining any necessary permits or approvals from the Municipality, Declarant reserves the right to maintain offices and models within the Common Elements portion of the Community and/or individual Lots within the Community, in connection with the management of and/or sale or rental of Lots owned by the Declarant. There shall be not more than three (3) model homes within StoneyBrook at any one time, comparable in size to the dwellings to be constructed. Temporary sales trailers and/or construction trailers and/or equipment trailers may be placed anywhere within the Common Elements portion of the planned community, and/or within individual Lots. These rights shall be retained for so long as the Declarant retains ownership of any one or more Lots within the Community.

- 12.04 Declarant retains the right to maintain signs on any one or more of the Lots in the Community, as well as on the Common Facilities thereof, advertising Lots in the Community for sale or lease.
- 12.05 Until the termination of the period of Declarant Control, Declarant retains the right to appoint or remove all officers of the Association and/or Members of the Board, subject to the limitations set forth herein above and in the Act.
- 12.06 Declarant shall have the right to assign all or any part of its rights and duties under this Declaration and the Bylaws to any other party or parties who intend to carry out the development of all or any part of the Community. In the case of the assignment of all its rights and duties, Declarant shall be relieved of all further liabilities and obligations under the Declaration and Bylaws (except for any rights and duties which it may have as an Owner in respect of any Lot which it may continue to own, which shall be unaffected thereby) as of the effective date of the assignment, and the party to whom the assignment shall have been made shall thereafter become and be treated as the "Declarant" for all purposes of this Declaration and the Bylaws. In the case of the assignment of less than all of its rights and duties, Declarant shall continue to be responsible for all of its liabilities and obligations as the Declarant, notwithstanding that the assignee may have agreed with the Declarant to assume responsibility for some portion thereof. This assignee shall be entitled to exercise and enjoy all rights assigned to it, subject to any terms, conditions or restrictions applicable thereto set forth in the instrument by which the assignment is made, in all respects as if it were the Declarant hereunder. No assignment shall be effective until Declarant and the proposed assignee shall have entered into an instrument which shall set forth the rights and duties of the Declarant to be assigned thereby in all terms, conditions and restrictions applicable to the assignment, and this instrument shall have been filed for recordation with the Recorder of Deeds. In addition, no assignment of any rights or duties which would affect either the Municipality or the Authority shall be effective unless the Municipality or (as applicable) the Authority shall approve such assignment, such approval not to be unreasonable withheld.
- 12.07 (a) The Declarant hereby states that the Declarant retains the special Declarant rights set forth in 68 Pa.C.S.A. §5222 (relating to master associations) and in regard thereto:
- (1) Declarant hereby specifically declares that powers described in §5302 of the Planned Community Act are to be exercised by or may be delegated to a profit or non-profit corporation or association (a "Master Association") which may exercise those powers on behalf of this and one or more other planned communities or other incorporated or unincorporated associations.
  - (2) The time limit upon which the option reserved in this subparagraph will lapse is as set forth in the Planned Community Act 68 Pa.C.S.A §5205(13)(ii)(A) or (B) from the date of recording of this Declaration and nothing will terminate this option before the expiration of the stated time limit.
  - (3) The powers of the Lot Owners' Association described in §5302

- of the Planned Communities Act may be exercised by and/or may be delegated to a non-profit corporation or unincorporated association (a "Master Association") which can exercise those or other powers on behalf of this Association or one or more other planned communities or other incorporated or unincorporated associations.
- (4) If the Board Members of the Association elect to delegate certain powers to a Master Association, neither the members of the Board nor the Board of Directors shall have any liability for the acts or omissions of the Master Association with respect to those powers following delegation. The officers and members of the governing board of the Master Association shall be subject to liability to the Planned Community Association whose powers are delegated to the Master Association and the Lot Owners of the Planned Community on the same basis as officers and Board Members of the Planned Community immediately before such delegation of powers. The rights and responsibilities of Lot Owners with respect to the Lot Owners' Association set forth in §5302 and §5303 of the Act (relating to Board Members and Officers), §5309 (relating to quorums), §5310 (relating to voting; proxies) and §5320 (relating to Declarant delivery of items to the Association) apply in the conduct of the affairs of the Master Association with respect to the exercise of powers by those elected pursuant to a Planned Community Declaration to the Master Association, but apply only to those persons who elect the governing body of a Master Association whether or not those persons are otherwise Lot Owners within the meaning of §5222 of the Planned Community Act.
  - (5) The provisions of the Planned Communities Act §5222(e) Election of Master Association Governing Body are incorporated herein by reference.
  - (6) The provisions of the Planned Communities Act §5222(f) Delegation of Responsibility and Authority and the provisions of §5222(g) Delegation of All Powers shall apply to these Master Association provisions.
- (b) The Declarant further retains the special Declarant right to merge or consolidate the Planned Community pursuant to §5223 of the Planned Communities Act (relating to merger or consolidation of Planned Community) and the following shall apply:
- (1) Declarant explicitly reserves the right to merge or consolidate the Planned Community.
  - (2) The time limit upon which the option reserved in this subparagraph will lapse is as set forth in the Planned Community Act 68 Pa.C.S.A §5205(14)(ii)(A) or (B) and as the same may be amended and nothing will terminate this option before the expiration of the stated time limit.
  - (3) At the present time there is not yet formed any other Planned Community with which to merge but the lands of same would be

abutting to this property. Because the other Planned Community does not yet exist then the following shall apply:

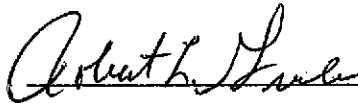
- (i) The extent to which the interest in the Association, relative voting strength in the Association and share of common expense liability of each Lot in the Planned Community would be changed at the time of a merger or consolidation would be that the total number of Lots in all merged Associations would be determined and divided into one to determine a percentage and each Lot Owner in all Associations merged would have one vote as they would have had in their individual Associations.
  - (ii) The subsequent or possible lands to be merged in one Association are those lands defined under §2.04 of this Declaration.
  - (iii) These mergers or consolidations may take place at different times and with several different Associations. At the present time, no assurances can be made concerning the boundaries of those Planned Communities nor can any representation be made regulating the order in which they might be merged or consolidated. It is not anticipated that all or any of such Planned Communities must be merged or consolidated although that might occur.
- (c) The maximum number of Lots that may be created within the other Planned Communities would be 160 Lots and all of those Lots would be restricted exclusively for residential use. The maximum number of Lots per acre that may be created is as set forth in the Density provisions of the West Donegal Township, Lancaster County, Pennsylvania Zoning.
- (d) The Lots that would be made a part of the merged Planned Communities will be compatible with the buildings in this Property in terms of architectural style, quality of construction, and principal materials employed in construction and size except that some Lots will be town home in style.
- (e) All restrictions in the Declaration affecting use, occupancy and alienation of Lots will apply to Lots created within any of the other Planned Communities in the same fashion as they are with this Planned Community.
- (f) It is not anticipated that any improvements or Common Elements, if any, to be created within additional Planned Communities will be any different than with this Planned Community.
- (g) The limitations and locations of any buildings to be erected within any other Planned Communities which may be merged with this Planned Community are no different than in this Property and must adhere to the same regulations as this Planned Community.

- (h) It is not anticipated that any Common Elements will be created within any Planned Communities which would be any different than this Planned Community.
- (i) It is not anticipated that the proportion of any Common Elements which may be created within any other Planned Community will be substantially different than with this Planned Community.
- (j) It is anticipated whether or not any merger or consolidation of other Planned Communities with this Planned Community takes place that they will not be any different in size, style, construction and layout than this Planned Community.
- (k) The proportion of Common Elements to Lots created within the other Planned Communities will be approximately equal to the proportion existing within this Community.
- (l) The assurances made herein regarding the other Planned Communities will apply if the other Planned Communities are not merged with this Community.
- (m) Declarant retains the right to subject any portion of the Community to an Easement or License in favor of real estate not now within the Community in favor of someone not an owner or occupant of the Community or Lot in the Community to fully allow Declarant to develop adjoining lands. The Association's budget is not anticipated to be affected thereby and the right when exercised by Declarant will not unreasonably interfere with the Lot Owners use and enjoyment of their property in this Community.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal the day, month and year first above written.

WITNESS:

RGR DEVELOPERS, LP, by its  
General Partner, Ronald H. Rohrer, Inc.

  
\_\_\_\_\_

By:   
\_\_\_\_\_  
Ronald H. Rohrer, Pres.

COMMONWEALTH OF PENNSYLVANIA }  
 COUNTY OF LANCASTER } SS:

On this, the 17th day of December, 2014, before me a Notary Public, the undersigned officer, personally appeared Ronald H. Rohrer, who acknowledged himself to be President of Ronald H. Rohrer, Inc., General Partner of RGR Developers, LP and that he as such General Partner, being authorized to do so, executed the foregoing Instrument for the purposes therein contained by signing the name of the General Partner by himself as President thereof.

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

Kim L. Garman  
 Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
 NOTARIAL SEAL  
 KIM L. GARMAN, Notary Public  
 City of Lancaster, Lancaster County  
 My Commission Expires June 20, 2017

CONSENT OF OWNERS

The following named persons have purchased and own a lot within Stoney Brook Phase 1A being a total of nine (9) lots. It is understood that each has been informed of the Merger of their Association in to a new Association and of the preparation and intent to record this Declaration. All of the undersigned indicate and acknowledge their agreement to be bound by the terms of this Declaration and that any prior such document is now hereby rendered null and void.

WITNESS:

Robert L. Garber

Robert L. Garber

Robert L. Garber

Robert L. Garber

Robert L. Garber

Robert L. Garber

Robert L. Garber

Robert L. Garber

\_\_\_\_\_

\_\_\_\_\_

Robert L. Garber

Robert L. Garber

Paul A. Garrigan  
Paul Garrigan

Patricia Garrigan  
Patricia Garrigan

John A. Horst  
John Horst

Beverly C. Horst  
Beverly C. Horst

John C. Rogati  
John C. Rogati

Melissa L. Rogati  
Melissa L. Rogati

Jeffrey M. Bickel  
Jeffrey M. Bickel

Julia K. Bickel  
Julia K. Bickel

\_\_\_\_\_

\_\_\_\_\_

Tammy L. Zook  
Tammy L. Zook

Kara J. Finney  
Kara J. Finney

Robert L. Gruber

Bradley Kendall  
Bradley E. Kendall

Robert L. Gruber

Katherine M. Kendall  
Katherine M. Kendall

Robert L. Gruber

Joseph Manoskey, Jr.  
Joseph Manoskey, Jr.

Robert L. Gruber

Katherine S. Manoskey  
Katherine S. Manoskey

Robert L. Gruber

Joann G. Schoffstall  
Joann G. Schoffstall

NOTE: At the time of the recording of this Declaration all parties named above shall be indexed in the Grantor/Grantee indexes of the Recorder of Deeds Office in and for Lancaster County, Pennsylvania.

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LANCASTER )

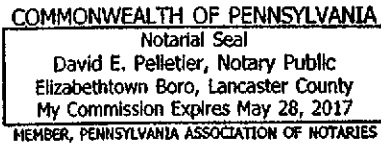
SS:

On this, the 16<sup>th</sup> day of December, 2014, before me a Notary Public, the undersigned officer, personally appeared Paul Garrigan and Patricia Garrigan, husband and wife, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the foregoing instrument and as such acknowledged that they executed the same for the purposes therein contained.

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

David E. Pelletier  
Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LANCASTER )

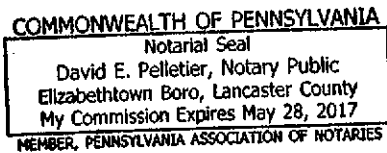
SS:

On this, the 16<sup>th</sup> day of December, 2014, before me a Notary Public, the undersigned officer, personally appeared John Horst and Beverly C. Horst, husband and wife, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the foregoing instrument and as such acknowledged that they executed the same for the purposes therein contained.

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

David E. Pelletier  
Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LANCASTER )

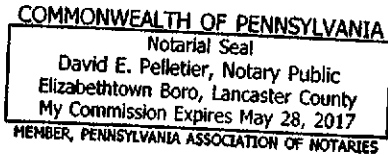
SS:

On this, the 16<sup>th</sup> day of December, 20 14, before me a Notary Public, the undersigned officer, personally appeared John C. Rogati and Melissa L. Rogati, husband and wife, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the foregoing instrument and as such acknowledged that they executed the same for the purposes therein contained.

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

David E. Pelletier  
Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LANCASTER )

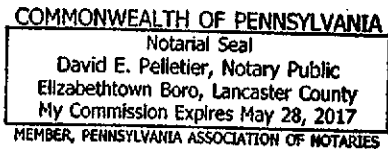
SS:

On this, the 18<sup>th</sup> day of December, 20 14, before me a Notary Public, the undersigned officer, personally appeared Jeffrey M. Bickel and Julia K. Bickel, husband and wife, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the foregoing instrument and as such acknowledged that they executed the same for the purposes therein contained.

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

David E. Pelletier  
Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LANCASTER )

SS:

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, the undersigned officer, personally appeared Joel M. Zook and Tammy L. Zook, husband and wife, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the foregoing instrument and as such acknowledged that they executed the same for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF LANCASTER )

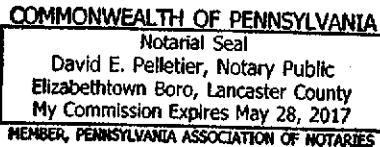
SS:

On this, the 17<sup>th</sup> day of December, 2014, before me a Notary Public, the undersigned officer, personally appeared Jeffrey B. Finney and Kara J. Finney, husband and wife, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the foregoing instrument and as such acknowledged that they executed the same for the purposes therein contained.

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

David E. Pelletier  
Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA )  
 )  
 ) SS:  
COUNTY OF LANCASTER )

On this, the 16<sup>th</sup> day of December, 2014, before me a Notary Public, the undersigned officer, personally appeared Bradley E. Kendall and Katherine M. Kendall, husband and wife, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the foregoing instrument and as such acknowledged that they executed the same for the purposes therein contained.

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

David E. Pelletier  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
David E. Pelletier, Notary Public  
Elizabethtown Boro, Lancaster County  
My Commission Expires May 28, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA )  
 )  
 ) SS:  
COUNTY OF LANCASTER )

On this, the 16<sup>th</sup> day of December, 2014, before me a Notary Public, the undersigned officer, personally appeared Joseph Manoskey, Jr. and Katherine S. Manoskey, husband and wife, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the foregoing instrument and as such acknowledged that they executed the same for the purposes therein contained.

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

David E. Pelletier  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
David E. Pelletier, Notary Public  
Elizabethtown Boro, Lancaster County  
My Commission Expires May 28, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF LANCASTER )

SS:

On this, the 17<sup>th</sup> day of December, 2014, before me a Notary Public, the undersigned officer, personally appeared Joann G. Schoffstall, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and as such acknowledged that she executed the same for the purposes therein contained.

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

David E. Pelletier  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
David E. Pelletier, Notary Public  
Elizabethtown Boro, Lancaster County  
My Commission Expires May 28, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**Metes and bounds legal description**

**for Phases 1A & 1B combined**

**Provided that if Lot 317A is dedicated to the Township and is accepted by the Township, said Lot 317A shall for all purposes cease to be subject to the Declaration.**

**EXHIBIT "A"**

**Perimeter Legal Description for Phase 1A and Phase 1B**  
**(which includes within it Lots 317 and 317A)**  
**at**  
**StoneyBrook**  
**in**  
**West Donegal Township**  
**Lancaster County, Pennsylvania**

**ALL THAT CERTAIN** tract of land lying north of the dedicated right-of-way line of West Ridge Road (T-855) in the Township of West Donegal, County of Lancaster, Commonwealth of Pennsylvania, comprised of Lot 317, Lot 317A and Lots 1 through 9 of Phase 1A, as depicted on a "Final Subdivision Plan and Lot Add-On For Phase 1B, StoneyBrook", prepared D.C. Gohn Associates, Inc., Drawing No.: CG-2693E, dated April 9, 2013, with last revision date of 5/21/14, recorded in the Lancaster County Recorder of Deeds as Document No. 2014-0288-J on Dec. 17, 2014, being shown on sheet 5 of 32, and being more particularly described as follows:

Last Plan Revision  
 11/12/2014

From a **POINT OF BEGINNING** at the southwesterly corner of Lot 317A, on the northerly dedicated right-of-way line of West Ridge Road at a point at the beginning of a curve to the left, said curve being concave in a southeasterly direction, having a radius of 721.00 feet, a central angle of 28 degrees 07 minutes 03 seconds, a chord bearing of South 42 degrees 04 minutes 47 seconds West, and a chord distance of 350.29 feet; thence run along the arc of said curve, a distance of 353.83 feet to a point of tangency; thence continue along said dedicated right-of-way line, run South 28 degrees 01 minutes 15 seconds West, a distance of 250.92 feet to a point; thence South 28 degrees 32 minutes 00 seconds West, a distance of 39.16 feet to a point at the beginning of a curve to the right, said curve being concave in a northwesterly direction having a radius of 1023.81 feet, a central angle of 17 degrees 11 minutes 28 seconds, a chord bearing of South 37 degrees 07 minutes 44 seconds West, and a chord distance of 306.03 feet; thence run along the arc of said curve, a distance of 307.19 feet; thence South 45 degrees 43 minutes 28 seconds West, a distance of 207.24 feet; thence departing said northerly dedicated right-of-way of West Ridge Road, run along the westerly boundary line of Phase 1B, North 46 degrees 49 minutes 49 seconds West, a distance of 206.21 feet; thence North 43 degrees 10 minutes 11 seconds East, a distance of 119.17 feet to a non-tangent point at the beginning of a curve to the left, said curve being concave in a northerly direction having a radius of 60.00 feet, a central angle of 54 degrees 50 minutes 12 seconds, a chord bearing of North 62 degrees 34 minutes 54 seconds East, and a chord distance of 55.26 feet; thence run along the arc of said curve, being the proposed future right-of-way line of Kimberly Court, a distance of 57.42 feet to a point; thence departing said right-of-way line, run along a radial line

from said curve, South 54 degrees 50 minutes 12 seconds East, a distance of 121.41 feet to a point at the most southerly corner of future Lot 60; thence continue along the boundary line of Phase 1B, run North 04 degrees 53 minutes 47 seconds East, a distance of 153.36 feet to a point at a common corner of future Lots 60 and 59; thence North 45 degrees 39 minutes 30 seconds West, a distance of 226.69 feet to a point at a common corner of future Lots 58 and 57; thence North 20 degrees 21 minutes 54 seconds West, a distance of 120.04 feet to a point at a common corner of Lot 53 of Phase 1B and future Lot 54 of Phase 1C; thence run between said lots, North 83 degrees 25 minutes 32 seconds West, a distance of 38.37 feet; thence South 79 degrees 02 minutes 39 seconds West, a distance of 78.47 feet to a point on the westerly right-of-way line of aforementioned proposed Kimberly Court, last said bearing being a radial line, said point being at the beginning of a curve to the left, said curve being concave in a westerly direction having a radius of 275.00 feet, a central angle of 11 degrees 13 minutes 39 seconds, a chord bearing of North 16 degrees 34 minutes 11 seconds West, and a chord distance of 53.80 feet; thence run along the arc of said curve, a distance of 53.89 feet; thence crossing over said Kimberly Court, run South 67 degrees 19 minutes 10 seconds West, a distance of 50.00 feet to a non-tangent point at the beginning of a curve to the left, said curve being concave in a westerly direction having a radius of 225.00 feet, a central angle of 00 degrees 38 minutes 31 seconds, a chord bearing of North 22 degrees 23 minutes 38 seconds West, and a chord distance of 2.52 feet; thence run along the arc of said curve, a distance of 2.52 feet to a point of compound curvature; said curve being concave in a southwesterly direction having a radius of 15.00 feet, a central angle of 86 degrees 06 minutes 05 seconds, a chord bearing of North 65 degrees 45 minutes 56 seconds West, and a chord distance of 20.48 feet; thence run along the arc of said curve, a distance of 22.54 feet to a point at the beginning of a reverse curve to the right, said curve being concave in a northerly direction having a radius of 330.00 feet, a central angle of 14 degrees 54 minutes 04 seconds, a chord bearing of South 78 degrees 38 minutes 03 seconds West, and a chord distance of 85.58 feet; thence run along the arc of said curve, along the southerly right-of-way line of Randolph Drive, a distance of 85.82 feet to a point of tangency; thence South 86 degrees 05 minutes 05 seconds West, a distance of 28.01 feet; thence continuing along the phase line and crossing over said Randolph Drive, run North 03 degrees 54 minutes 55 seconds West, a distance of 60.00 feet to the southwesterly corner of Lot 70; thence North 03 degrees 54 minutes 55 seconds West, a distance of 151.50 feet; thence North 83 degrees 41 minutes 13 seconds East, a distance of 107.46 feet; thence North 35 degrees 01 minutes 09 seconds East, a distance of 77.63 feet to the southwesterly corner of Lot 76; thence North 01 degrees 01 minutes 01 seconds West, a distance of 115.60 feet to a corner of Lot 78; thence North 86 degrees 29 minutes 51 seconds East, a distance of 42.00 feet; thence North 03 degrees 54 minutes 55 seconds West, a distance of 119.46 feet to a point on the southwesterly right-of-way

line of Lindsey Lane, at the beginning of a curve to the right, said curve being concave in a southerly direction having a radius of 80.00 feet, a central angle of 24 degrees 49 minutes 12 seconds, a chord bearing of South 76 degrees 18 minutes 23 seconds East, and a chord distance of 34.39 feet; thence run along the arc of said curve, a distance of 34.66 feet; thence South 63 degrees 55 minutes 02 seconds East, a distance of 26.14 feet; thence crossing over said Lindsey Lane, run North 26 degrees 51 minutes 10 seconds East, a distance of 40.00 feet to a point on the northeasterly right-of-way line of said Lindsey Lane; thence South 63 degrees 53 minutes 23 seconds East, a distance of 81.60 feet to a point at the beginning of a curve to the left, said curve being concave in a northerly direction having a radius of 15.00 feet, a central angle of 85 degrees 29 minutes 20 seconds, a chord bearing of North 73 degrees 21 minutes 33 seconds East, and a chord distance of 20.36 feet; thence run along the arc of said curve, a distance of 22.38 feet to a point at the beginning of a reverse curve to the right, said curve being concave in a southeasterly direction having a radius of 429.03 feet, a central angle of 08 degrees 18 minutes 12 seconds, a chord bearing of North 34 degrees 45 minutes 25 seconds East, and a chord distance of 62.12 feet; thence run along the arc of said curve, a distance of 62.17 feet to a point at the beginning of a reverse curve to the left, said curve being concave in a westerly direction having a radius of 15.00 feet, a central angle of 84 degrees 50 minutes 34 seconds, a chord bearing of North 03 degrees 31 minutes 20 seconds West, and a chord distance of 20.24 feet; thence run along the arc of said curve, a distance of 22.21 feet; thence North 45 degrees 56 minutes 37 seconds West, a distance of 8.70 feet; thence crossing over Ridgefield Drive, run North 44 degrees 03 minutes 23 seconds East, a distance of 50.00 feet; thence South 45 degrees 56 minutes 37 seconds East, a distance of 8.70 feet to a point at the beginning of a curve to the left, said curve being concave in a northerly direction having a radius of 15.00 feet, a central angle of 84 degrees 50 minutes 34 seconds, a chord bearing of South 88 degrees 21 minutes 55 seconds East, and a chord distance of 20.24 feet; thence run along the arc of said curve, a distance of 22.21 feet to a point at the beginning of a reverse curve to the right, said curve being concave in a southeasterly direction having a radius of 430.00 feet, a central angle of 20 degrees 16 minutes 55 seconds, a chord bearing of North 59 degrees 21 minutes 16 seconds East, and a chord distance of 151.42 feet; thence run along the arc of said curve, and the northerly right-of-way line of Randolph Drive, a distance of 152.21 feet; thence North 69 degrees 29 minutes 43 seconds East, a distance of 49.72 feet to a point at the beginning of a curve to the left, said curve being concave in a northerly direction having a radius of 370.00 feet, a central angle of 01 degrees 54 minutes 37 seconds, a chord bearing of North 68 degrees 32 minutes 24 seconds East, and a chord distance of 12.34 feet; thence run along the arc of said curve, a distance of 12.34 feet to a point at the southwesterly corner of Lot 21; thence departing said northerly right-of-way line of Randolph Drive, continue along the phase line and along Lots 21, 20, 19, 18 and 17,

run North 29 degrees 21 minutes 22 seconds West, a distance of 74.49 feet; thence North 60 degrees 39 minutes 00 seconds West, a distance of 67.47 feet; thence North 71 degrees 15 minutes 11 seconds West, a distance of 22.64 feet; thence North 56 degrees 22 minutes 09 seconds West, a distance of 91.09 feet; thence North 30 degrees 10 minutes 47 seconds West, a distance of 93.13 feet; thence North 03 degrees 59 minutes 25 seconds West, a distance of 162.36 feet to the southerly line of lands, now or formerly, of Masonic Homes; thence along said line, run North 54 degrees 44 minutes 06 seconds East, a distance of 876.19 feet to a stone monument; thence North 70 degrees 24 minutes 56 seconds East, a distance of 56.13 feet to a stone monument at the northwesterly corner of lands, now or formerly, of Fred R. and Brenda L. Kaylor; thence run along the westerly line of the same, crossing over Farmington Lane and along lands, now or formerly, of Lawrence and Diane M. Kendron, Joseph F. and Henrietta S. Jones, crossing over Randolph Drive, along lands, now or formerly, of Timothy B. and Joanne M. Foley, John Yoder III and Karen D. Ulery, and a portion of lands, now or formerly, of Timothy F. and Gayle L. Merkt, South 21 degrees 38 minutes 06 seconds East, a distance of 875.43 feet to a point at the northeasterly corner of aforementioned Lot 317A of which is a part of herein described lands; thence run along the easterly line of Lot 317A, which adjoins the westerly line of said lands, now or formerly, of Timothy F. and Gayle L. Merkt and lands, now or formerly, of Alfred C. Alder, on the same bearing of South 21 degrees 38 minutes 06 seconds East, a distance of 266.84 feet to a point on the aforementioned northerly dedicated right-of-way line of West Ridge Road, being the southeasterly corner of Lot 317A; thence run along said dedicated right-of-way line, being the southerly line of Lot 317A, South 55 degrees 12 minutes 04 seconds West, a distance of 270.64 feet; thence continue along the same, run South 56 degrees 08 minutes 18 seconds West, a distance of 248.56 feet to the **POINT OF BEGINNING**.

**ABOVE DESCRIBE LAND CONTAINING** an area of 1,589,291.968 square feet or 36.485 acres and subject to easements as shown on aforementioned Final Subdivision Plan.

**Legal description for Lot 118**



**EXHIBIT "B"**

**LESS AND EXCEPT THE FOLLOWING LANDS OF LOT 118:**

From a **POINT OF COMMENCEMENT** at the most southeasterly corner of lands, now or formerly, of West Ridge Guest House, LLC, as described in Deed Book 6656, Page 695, and being depicted as Tract C on above mentioned sheet 5 on said plan, being a common corner with lands, now or formerly, of Robert L. Gruber, as described in Deed Instrument No. 5442096, said point being in or near the center line of West Ridge Road (T-855), thence run along the easterly line of Tract C, within the bed of now existing gravel lane, North 13 degrees 20 minutes 04 seconds West, a distance of 193.05 feet to a point at the southwesterly corner of lands, now or formerly, of RGR Developers, LP, as described in Deed Instrument No. 6064515, said point lying in the proposed right-of-way of Pebble Drive of a future phase of StoneyBrook Subdivision; thence continue along said easterly line of Tract C, run North 13 degrees 20 minutes 04 seconds West, a distance of 176.48 feet to a point of intersection with the southerly line of hereinafter described land; thence departing said easterly line of Tract C, run through Tract C, South 83 degrees 20 minutes 08 seconds West, a distance of 26.93 feet to the **POINT OF BEGINNING**, said point being on the easterly line of a proposed right-of-way of future West View Drive, shown to be sixty feet in width on aforementioned plan, said point being the southwesterly corner of herein described land; thence run along said easterly line, continuing through Tract C, North 06 degrees 39 minutes 52 seconds West, a distance of 105.00 feet to a point at the northwest corner of herein described land; thence run North 83 degrees 20 minutes 08 seconds East, a distance of 160.46 feet to a point, having passed over the easterly line of Tract C and onto aforementioned lands of RGR Developers, LP at a distance of 14.65 feet from the start of said course, the end of said course being the northeast corner of herein described land; thence through said lands, now or formerly, of RGR Developers, LP, run South 06 degrees 39

minutes 52 East, a distance of 105.00 feet to a point at the southeast corner of herein described land; thence run South 83 degrees 20 minutes 08 seconds West, a distance of 160.46 feet (having passed over aforementioned easterly line of Tract C) to the **POINT OF BEGINNING.**

**ABOVE DESCRIBE LAND CONTAINING** an area of 2,565,760.9 square feet or 58.902 acres.

**Legal descriptions for Lot 317 and Lot 317A**

**EXHIBIT "C"**

**LEGAL DESCRIPTION**  
 of  
**LOT 317**  
 at  
**StoneyBrook**  
 in  
**West Donegal Township**  
**Lancaster County, Pennsylvania**

**ALL THAT CERTAIN** tract of land lying north of the dedicated right-of-way line of West Ridge Road (T-855) in the Township of West Donegal, County of Lancaster, Commonwealth of Pennsylvania, designated as Lot 317, including Lots 1 through 9 of Phase 1A, as depicted on a "Final Subdivision Plan and Lot Add-On For Phase 1B, StoneyBrook", prepared D.C. Gohn Associates, Inc., Drawing No.: CG-2693E, dated April 9, 2013, with last revision date of 5/21/14, recorded in the Lancaster County Recorder of Deeds as Document No. 2014-0288-J on Dec. 17, 2014, being shown on sheet 5 of 32, and being more particularly described as follows:

Last Plan Revision  
 11/12/2014

From a **POINT OF BEGINNING** at the southwesterly corner of Lot 317A, on the northerly dedicated right-of-way line of West Ridge Road at a point at the beginning of a curve to the left, said curve being concave in a southeasterly direction, having a radius of 721.00 feet, a central angle of 28 degrees 07 minutes 03 seconds, a chord bearing of South 42 degrees 04 minutes 47 seconds West, and a chord distance of 350.29 feet; thence run along the arc of said curve, a distance of 353.83 feet to a point of tangency; thence continue along said dedicated right-of-way line, run South 28 degrees 01 minutes 15 seconds West, a distance of 250.92 feet to a point; thence South 28 degrees 32 minutes 00 seconds West, a distance of 39.16 feet to a point at the beginning of a curve to the right, said curve being concave in a northwesterly direction having a radius of 1023.81 feet, a central angle of 17 degrees 11 minutes 28 seconds, a chord bearing of South 37 degrees 07 minutes 44 seconds West, and a chord distance of 306.03 feet; thence run along the arc of said curve, a distance of 307.19 feet; thence South 45 degrees 43 minutes 28 seconds West, a distance of 207.24 feet; thence departing said northerly dedicated right-of-way of West Ridge Road, run along the westerly boundary line of Phase 1B, North 46 degrees 49 minutes 49 seconds West, a distance of 206.21 feet; thence North 43 degrees 10 minutes 11 seconds East, a distance of 119.17 feet to a non-tangent point at the beginning of a curve to the left, said curve being concave in a northerly direction having a radius of 60.00 feet, a central angle of 54 degrees 50 minutes 12 seconds, a chord bearing of North 62 degrees 34 minutes 54 seconds East, and a chord distance of 55.26 feet; thence run along the arc of said curve, being the proposed future right-of-way line of Kimberly Court, a distance of 57.42 feet to a point; thence departing said right-of-way line, run along a radial line from said curve, South 54 degrees 50 minutes 12 seconds East, a distance of 121.41 feet to a point at the most southerly corner of future Lot 60; thence continue along the

boundary line of Phase 1B, run North 04 degrees 53 minutes 47 seconds East, a distance of 153.36 feet to a point at a common corner of future Lots 60 and 59; thence North 45 degrees 39 minutes 30 seconds West, a distance of 226.69 feet to a point at a common corner of future Lots 58 and 57; thence North 20 degrees 21 minutes 54 seconds West, a distance of 120.04 feet to a point at a common corner of Lot 53 of Phase 1B and future Lot 54 of Phase 1C; thence run between said lots, North 83 degrees 25 minutes 32 seconds West, a distance of 38.37 feet; thence South 79 degrees 02 minutes 39 seconds West, a distance of 78.47 feet to a point on the westerly right-of-way line of aforementioned proposed Kimberly Court, last said bearing being a radial line, said point being at the beginning of a curve to the left, said curve being concave in a westerly direction having a radius of 275.00 feet, a central angle of 11 degrees 13 minutes 39 seconds, a chord bearing of North 16 degrees 34 minutes 11 seconds West, and a chord distance of 53.80 feet; thence run along the arc of said curve, a distance of 53.89 feet; thence crossing over said Kimberly Court, run South 67 degrees 19 minutes 10 seconds West, a distance of 50.00 feet to a non-tangent point at the beginning of a curve to the left, said curve being concave in a westerly direction having a radius of 225.00 feet, a central angle of 00 degrees 38 minutes 31 seconds, a chord bearing of North 22 degrees 23 minutes 38 seconds West, and a chord distance of 2.52 feet; thence run along the arc of said curve, a distance of 2.52 feet to a point of compound curvature; said curve being concave in a southwesterly direction having a radius of 15.00 feet, a central angle of 86 degrees 06 minutes 05 seconds, a chord bearing of North 65 degrees 45 minutes 56 seconds West, and a chord distance of 20.48 feet; thence run along the arc of said curve, a distance of 22.54 feet to a point at the beginning of a reverse curve to the right, said curve being concave in a northerly direction having a radius of 330.00 feet, a central angle of 14 degrees 54 minutes 04 seconds, a chord bearing of South 78 degrees 38 minutes 03 seconds West, and a chord distance of 85.58 feet; thence run along the arc of said curve, along the southerly right-of-way line of Randolph Drive, a distance of 85.82 feet to a point of tangency; thence South 86 degrees 05 minutes 05 seconds West, a distance of 28.01 feet; thence continuing along the phase line and crossing over said Randolph Drive, run North 03 degrees 54 minutes 55 seconds West, a distance of 60.00 feet to the southwesterly corner of Lot 70; thence North 03 degrees 54 minutes 55 seconds West, a distance of 151.50 feet; thence North 83 degrees 41 minutes 13 seconds East, a distance of 107.46 feet; thence North 35 degrees 01 minutes 09 seconds East, a distance of 77.63 feet to the southwesterly corner of Lot 76; thence North 01 degrees 01 minutes 01 seconds West, a distance of 115.60 feet to a corner of Lot 78; thence North 86 degrees 29 minutes 51 seconds East, a distance of 42.00 feet; thence North 03 degrees 54 minutes 55 seconds West, a distance of 119.46 feet to a point on the southwesterly right-of-way line of Lindsey Lane, at the beginning of a curve to the right, said curve being concave in a southerly direction having a radius of 80.00 feet, a central angle of 24 degrees 49 minutes 12 seconds, a chord bearing of South 76 degrees 18 minutes 23 seconds East, and a chord distance of 34.39 feet; thence run along the arc of said curve, a distance of 34.66 feet; thence South 63 degrees 55 minutes 02 seconds East, a distance of 26.14 feet; thence crossing over said Lindsey Lane, run North 26 degrees 51 minutes 10 seconds East, a distance of 40.00 feet to a point on the northeasterly right-of-way line of said Lindsey Lane; thence South 63 degrees 53 minutes 23 seconds East, a distance of

81.60 feet to a point at the beginning of a curve to the left, said curve being concave in a northerly direction having a radius of 15.00 feet, a central angle of 85 degrees 29 minutes 20 seconds, a chord bearing of North 73 degrees 21 minutes 33 seconds East, and a chord distance of 20.36 feet; thence run along the arc of said curve, a distance of 22.38 feet to a point at the beginning of a reverse curve to the right, said curve being concave in a southeasterly direction having a radius of 429.03 feet, a central angle of 08 degrees 18 minutes 12 seconds, a chord bearing of North 34 degrees 45 minutes 25 seconds East, and a chord distance of 62.12 feet; thence run along the arc of said curve, a distance of 62.17 feet to a point at the beginning of a reverse curve to the left, said curve being concave in a westerly direction having a radius of 15.00 feet, a central angle of 84 degrees 50 minutes 34 seconds, a chord bearing of North 03 degrees 31 minutes 20 seconds West, and a chord distance of 20.24 feet; thence run along the arc of said curve, a distance of 22.21 feet; thence North 45 degrees 56 minutes 37 seconds West, a distance of 8.70 feet; thence crossing over Ridgefield Drive, run North 44 degrees 03 minutes 23 seconds East, a distance of 50.00 feet; thence South 45 degrees 56 minutes 37 seconds East, a distance of 8.70 feet to a point at the beginning of a curve to the left, said curve being concave in a northerly direction having a radius of 15.00 feet, a central angle of 84 degrees 50 minutes 34 seconds, a chord bearing of South 88 degrees 21 minutes 55 seconds East, and a chord distance of 20.24 feet; thence run along the arc of said curve, a distance of 22.21 feet to a point at the beginning of a reverse curve to the right, said curve being concave in a southeasterly direction having a radius of 430.00 feet, a central angle of 20 degrees 16 minutes 55 seconds, a chord bearing of North 59 degrees 21 minutes 16 seconds East, and a chord distance of 151.42 feet; thence run along the arc of said curve, and the northerly right-of-way line of Randolph Drive, a distance of 152.21 feet; thence North 69 degrees 29 minutes 43 seconds East, a distance of 49.72 feet to a point at the beginning of a curve to the left, said curve being concave in a northerly direction having a radius of 370.00 feet, a central angle of 01 degrees 54 minutes 37 seconds, a chord bearing of North 68 degrees 32 minutes 24 seconds East, and a chord distance of 12.34 feet; thence run along the arc of said curve, a distance of 12.34 feet to a point at the southwesterly corner of Lot 21; thence departing said northerly right-of-way line of Randolph Drive, continue along the phase line and along Lots 21, 20, 19, 18 and 17, run North 29 degrees 21 minutes 22 seconds West, a distance of 74.49 feet; thence North 60 degrees 39 minutes 00 seconds West, a distance of 67.47 feet; thence North 71 degrees 15 minutes 11 seconds West, a distance of 22.64 feet; thence North 56 degrees 22 minutes 09 seconds West, a distance of 91.09 feet; thence North 30 degrees 10 minutes 47 seconds West, a distance of 93.13 feet; thence North 03 degrees 59 minutes 25 seconds West, a distance of 162.36 feet to the southerly line of lands, now or formerly, of Masonic Homes; thence along said line, run North 54 degrees 44 minutes 06 seconds East, a distance of 876.19 feet to a stone monument; thence North 70 degrees 24 minutes 56 seconds East, a distance of 56.13 feet to a stone monument at the northwesterly corner of lands, now or formerly, of Fred R. and Brenda L. Kaylor; thence run along the westerly line of the same, crossing over Farmington Lane and along lands, now or formerly, of Lawrence and Diane M. Kendron, Joseph F. and Henrietta S. Jones, crossing over Randolph Drive, along lands, now or formerly, of Timothy B. and Joanne M. Foley, John Yoder III and Karen D. Ulery, and a portion of

lands, now or formerly, of Timothy F. and Gayle L. Merkt, South 21 degrees 38 minutes 06 seconds East, a distance of 875.43 feet to a point at the northeasterly corner of aforementioned Lot 317A; thence run along Lot 317A, South 55 degrees 28 minutes 42 seconds West, a distance of 579.00 feet; thence South 34 degrees 35 minutes 25 seconds East, a distance of 258.57 feet to the **POINT OF BEGINNING**.

**ABOVE DESCRIBE LAND CONTAINING** an area of 1,446,316.845 square feet or 33.203 acres and subject to easements as shown on aforementioned Final Subdivision Plan.

**LEGAL DESCRIPTION  
of  
LOT 317A  
at  
StoneyBrook Ph1B  
in  
West Donegal Township  
Lancaster County, Pennsylvania**

**ALL THAT CERTAIN** tract of land lying on the northerly side of West Ridge Road (T-855) in the Township of West Donegal, County of Lancaster, Commonwealth of Pennsylvania, designated as Lot 317A, as depicted on a "Final Subdivision Plan and Lot Add-On For Phase 1B, StoneyBrook", prepared D.C. Gohn Associates, Inc., Drawing No.: CG-2693E, dated April 9, 2013, with last revision date of 4/23/14, recorded in the Lancaster County Recorder of Deeds as Document No. 2014-0288-J on Dec. 17, 2014 and being more particularly described as follows:

From a **POINT OF COMMENCEMENT** at the most southeasterly corner of lands, now or formerly, of Robert L. Gruber, as described in Deed Instrument No. 5442096, said point being in or near the center line of West Ridge Road (T-855); thence run along the easterly line of said lands, North 21 degrees 38 minutes 06 seconds West, a distance of 29.23 feet to the **POINT OF BEGINNING**, said point being at the intersection of the proposed northerly right-of-way line of West Ridge Road (T-855) and the easterly line of said lands, now or formerly, of Robert L. Gruber, being a common line between lands, now or formerly, of Alfred C. Alder to the east, as described in Deed Instrument No. 5999606, said point being the most southeasterly corner of herein described lands; thence departing said line, run along said proposed northerly right-of-way line, as depicted on above mentioned plan, South 55 degrees 12 minutes 04 seconds West, a distance of 270.64 feet to a point; thence run South 56 degrees 08 minutes 18 seconds West, a distance of 248.56 feet to a point, being the southwesterly corner of herein described lands; thence departing said right-of-way line, run over and through said lands, now or formerly, of Robert L. Gruber, North 34 degrees 35 minutes 25 seconds West, a distance of 258.57 feet to a point, being the northwesterly corner of herein described lands; thence run North 55 degrees 28 minutes 42 seconds East, a distance of 579.00 feet to a point on the aforementioned easterly line of said lands, now or formerly, of Robert L. Gruber, being the northeasterly corner of herein described

Last Plan Revision  
11/12/2014

lands; thence run along said easterly line, South 21 degrees 38 minutes 06 seconds East, a distance of 266.84 feet to the **POINT OF BEGINNING**.

**ABOVE DESCRIBED LAND CONTAINING** an area of 142,975.12 square feet or 3.282 acres, including rights-of-way and easements.

**ABOVE DESCRIBED LAND SUBJECT** to a 20 foot wide storm easement in the northwesterly portion thereof, being more particularly described as follows:

From a **POINT OF BEGINNING** on the westerly line of Lot 317A, said point lying North 34 degrees 35 minutes 25 seconds West, a distance of 137.44 feet from the southwesterly corner of Lot 317A; thence from said beginning point, continue along the westerly line of Lot 317A, North 34 degrees 35 minutes 25 seconds West, a distance of 26.02 feet to a point; thence departing said westerly line, run over and through Lot 317A the following five (5) courses: (1) N 15 degrees 39 minutes 07 seconds East, a distance of 33.94 feet to a point; (2) thence run North 20 degrees 35 minutes 54 seconds East, a distance 102.90 feet to a point; (3) thence run perpendicular to last said line, South 69 degrees 24 minutes 06 seconds East, a distance of 20.00 feet to a point; (4) thence run South 20 degrees 35 minutes 54 seconds West, a distance of 102.04 feet to a point; (5) thence run South 15 degrees 39 minutes 07 seconds West, a distance of 49.71 feet to the **POINT OF BEGINNING**.

**ABOVE DESCRIBED STORM EASEMENT CONTAINING** an area of 2,886.00 square feet or 0.066 acres.

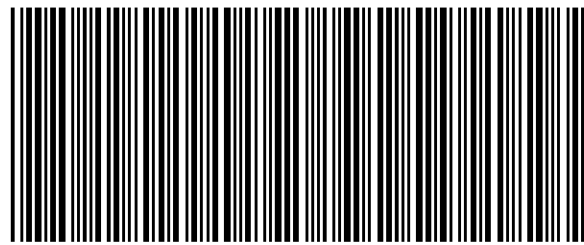
**Lancaster County**

Ann M. Hess  
 Recorder of Deeds  
 150 N. Queen Street  
 Suite 315  
 Lancaster, PA 17603  
 Phone: 717-299-8238  
 Fax: 717-299-8393



INSTRUMENT # : 6397961

RECORDED DATE: 05/21/2018 11:54:11 AM



3949613-0016Z

**LANCASTER COUNTY ROD****OFFICIAL RECORDING COVER PAGE**

Page 1 of 15

**Document Type:** MISC - NON MORTGAGE  
**Transaction Reference:** eSecureFile : 7447895  
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**Transaction #:** 3805503 - 1 Doc(s)  
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**RETURN TO:** (Simplifile)  
 E-Town Transfer Co  
 222 South Market Street, Suite 201  
 Elizabethtown, PA 17022  
 (717) 367-1370

**SUBMITTED BY:**  
 E-Town Transfer Co  
 222 South Market Street, Suite 201  
 Elizabethtown, PA 17022

**\* PROPERTY DATA:**

Parcel ID #:

Municipality:  
 School District:

**\* ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: MISC - NON MORTGAGE	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
EXTRA PAGE FEE	\$20.00
<b>Total:</b>	<b>\$38.50</b>

INSTRUMENT # : 6397961

RECORDED DATE: 05/21/2018 11:54:11 AM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Lancaster County, Pennsylvania.



Ann M. Hess  
 Recorder of Deeds

# PLEASE DO NOT DETACH

## THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.

\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

Prepared by: John M. Smith, Esquire  
Return to: John M. Smith, Esquire  
Nikolaus & Hohenadel, LLP  
Parcel No.: 160-41727-0-0000  
Source of Title: Instrument No. 6334447

**FIRST AMENDMENT TO THE STONEYBROOK OF ELIZABETHTOWN HOA, INC.**  
**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND**  
**RESTRICTIONS OF STONEYBROOK, A PLANNED COMMUNITY**

This First Amendment to the StoneyBrook of Elizabethtown HOA, Inc. Declaration of Covenants, Conditions, Easements and Restrictions of StoneyBrook, a Planned Community, hereinafter referred to as the "First Amendment to Declaration", is made this 21 day of May, 2018 by RGR Developers, LP, a Pennsylvania Limited Partnership, of 1090 North Penryn Road, Manheim, PA 17545, hereinafter referred to as "Declarant".

WHEREAS, certain real property located in the Township of West Donegal, County of Lancaster and Commonwealth of Pennsylvania, containing nine (9) single-family residential lots, was previously submitted to and placed under a Declaration of Covenants, Conditions, Easements and Restrictions as reference to a First Amendment to the Stoney Brook Homeowners' Association Ph 1A document, dated October 4, 2010 and recorded in the Recorder of Deeds Office in and for Lancaster County, Pennsylvania, on November 30, 2010 at Instrument No. 5897471 will reveal; and

WHEREAS, the nine (9) lots which were previously submitted to the First Amendment, dated October 4, 2010 and recorded in said Recorder of Deeds Office on November 30, 2010 at Instrument No. 5897471, have been developed and single-family dwelling houses have been erected on each lot; and

WHEREAS, a Homeowners Association was formed previously concerning the nine (9) individual building lots which was known as Stoney Brook Homeowners' Association Ph1A, Inc.; and

WHEREAS, certain documentation was filed with the Pennsylvania Department of State, Corporation Bureau, forming a new Homeowners Association known as StoneyBrook of Elizabethtown HOA, Inc., as reference to Articles of Incorporation-Nonprofit filed on May 27, 2014, at entity number 4275051 will reveal; and

WHEREAS, Articles of Merger for Nonprofit Corporation were subsequently filed with the Pennsylvania Department of State, Corporation Bureau, on June 25, 2014, along with a Plan of Merger dated May 27, 2014 under the terms of which documents the Stoney Brook Homeowners' Association Ph1A, Inc. was merged to and with StoneyBrook of Elizabethtown

HOA, Inc., the surviving Homeowners Association which will govern the lands which are being submitted to and under this Declaration; and

WHEREAS, Declarant is the owner and developer of certain real estate also located in the Township of West Donegal, County of Lancaster and Commonwealth of Pennsylvania, which Declarant desires to develop with twenty-seven (27) single family residential building lots and twenty-six (26) townhouse residential building lots which are shown on the Phase 1B Plan defined below; and

WHEREAS, the said real estate previously developed by Declarant and the lands which are subject to the Declaration dated December 16, 2014 includes all of the land identified as Phase 1A of the Final Subdivision Plan for Phase 1A, StoneyBrook recorded at Instrument No. 5830892-J (the "Phase 1A Plan") and all of the land within Phase 1B and Lot 118 shown on the Phase 1B Plan to be recorded; provided, however, that the Declarant and/or the Association can convey Lot 317A to the Township and dedicate same and once the Township accepts Lot 317A it shall for all purposes cease to be subject to the Declaration (attached to the Declaration dated December 16, 2014 was Exhibit "A", a perimeter metes and bounds legal description of Phases 1A and 1B on the Plans, Exhibit "B" which was a metes and bounds description for Lot 118 and Exhibit "C" which was a metes and bounds description of Lot 317 and of Lot 317A) (hereinafter referred to as the "Property"). Declarant intends to develop the Property as a residential development to be called "STONEYBROOK, A PLANNED COMMUNITY" (hereinafter "a Planned Community") in accordance with a Final Subdivision/Land Development Plan for StoneyBrook Phase 1B (except that Lot 317A can be dedicated to the Township as set forth above), prepared by D. C. Gohn Associates, Inc. and recorded in the Recorder of Deeds Office in and for Lancaster County on December 17, 2014, at Instrument No. 2014-0288-J, (hereinafter referred to as the "Plan") and pursuant to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. §5101, et seq.; and

WHEREAS, the Property shown on the Final Subdivision Plan and Lot Add-On Plan for StoneyBrook Phase 1B dated April 9, 2013, was last revised on May 21, 2014, and which Final Plan received conditional approval from West Donegal Township on June 9, 2014; and

WHEREAS, it is the intention of Declarant to have one Homeowners Association namely, StoneyBrook of Elizabethtown HOA, Inc., the surviving Homeowners Association, following the above referenced Merger to manage all of the Property; and

WHEREAS, Declarant has deemed it advisable, for the preservation of the amenities and values in said Community, to create the entity referenced above namely, StoneyBrook of Elizabethtown HOA, Inc." (hereinafter "Association"), to which shall be delegated the powers of administering the open space areas and other common facilities, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the Commonwealth of Pennsylvania a non-profit corporation known as "StoneyBrook of Elizabethtown HOA, Inc." for the purposes of exercising the functions as described herein; and

WHEREAS, Declarant is the owner of a tract of land which abuts Phases 1A and 1B of the StoneyBrook Development which Declarant intends to make a part of the StoneyBrook of Elizabethtown HOA, Inc.; and

WHEREAS, those abutting lands are described in a legal description of Phase 1C Resultant Area at StoneyBrook and contain 461,079.1 square feet or 10.58 acres of land. Said legal description is attached hereto as an Exhibit and are intended to be immediately conveyed to the Declarant; and

WHEREAS, Declarant desires to add, and does hereby add by this First Amendment, thirty-eight (38) lots to the StoneyBrook Planned Community, which shall be known as Phase 1C; and

WHEREAS, Declarant has prepared a Final Subdivision Plan for Phase 1C for StoneyBrook, a Planned Community, and land situate in West Donegal Township, Lancaster County, Pennsylvania, which Plan was prepared by D.C. Gohn Associates, Inc., Surveyors and Engineers, and bears Project No. 4122-15 and Drawing No. CG-2693F, dated January 5, 2018 and last amended on the 16<sup>th</sup> day of April, 2018, which said Plan has been recorded in the office of the Recorder of Deeds in and for Lancaster County, Pennsylvania on the 18<sup>th</sup> day of May, 2018 at Instrument No. 2018-0211-5; and

WHEREAS, the thirty-eight (38) lots being added to the StoneyBrook Planned Community are comprised of ten (10) townhome lots and twenty-eight (28) single-family lots; and

WHEREAS, all of the lands which are included in Phase 1C for StoneyBrook are a part of the 10.332 acres of land referenced in the above Deed, which is attached hereto as an Exhibit, and contains the legal description for all of said land;

WHEREAS, this First Amendment to Declaration, adding thirty-eight (38) additional lots described as Phase 1C of StoneyBrook, is being created based upon the reserved right of the Declarant in the Declaration dated December 30, 2014 at Article 2.04 to add additional lands to the Planned Community, as well as all of the latest statutory provisions and provisions of the Declaration authorizing the same.

NOW, THEREFORE, intending to be legally bound hereby, Declarant declares that the property referred to as Phase 1C for StoneyBrook, a Planned Community, the boundaries of which are described in Exhibit "A" attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, and conditions hereinafter set forth and as set forth in the StoneyBrook of Elizabethtown HOA, Inc.

Declaration of Covenants, Conditions, Easements and Restrictions of StoneyBrook, a Planned Community, dated December 16, 2014 and recorded in said Recorder of Deeds Office on December 30, 2014 at Instrument No. 6180966. All of the provisions of this First Amendment to Declaration and the Declaration, dated December 16, 2014, shall, as to the owners of the lots, common elements, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each other and all other properties, common elements and lots in the Community and their respective owners and, as its interest is affected, West Donegal Township, Lancaster County, Pennsylvania. It is the immediate intent of the Declarant in this document to create the within Declaration of Covenants, Conditions, Easements and Restrictions, which shall apply to all of the nine (9) lots contained in StoneyBrook Phase 1A, the fifty-three (53) lots contained in StoneyBrook Phase 1B, Lot 18 and Lot 317, as well as all of the lots contained in the Plans being herewith joined to the Planned Community, namely all of the lots in StoneyBrook Phase 1C.

#### ARTICLE I - DEFINITIONS

1.01 Definitions. The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings:

(a) All defined terms set forth above in the background to this Declaration are incorporated herein by reference.

(b) "Act" means the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101 et seq., as are applicable and in effect as of the date of this Declaration, and all amendments thereto hereinafter enacted.

(c) "Assessment" means any Annual Assessment or Special Assessment levied against the Lots or any Lot in accordance with this Declaration.

(d) "Association" shall mean and refer to the StoneyBrook of Elizabethtown HOA, Inc., its successors and assigns.

(e) "Authority" shall refer to the Elizabethtown Area Water Authority and/or the Elizabethtown Regional Sewer Authority, or any successor entity providing public water service and/or public sewer service.

(f) "Board" shall mean the Board of Directors designated by Section 5.05 herein to act on behalf of the Association.

(g) "Bylaws" shall mean the Bylaws established with respect to the Association as may be amended from time to time by the Association.

(h) "Common Elements" shall mean and refer to the Common Facilities and Controlled Facilities.

(i) "Common Expenses" shall mean expenditures made by or the financial liabilities of the Association, together with any allocations to reserves and shall include "General Common Expenses" and "Limited Common Expenses" as defined in Section 6.02 of this Declaration.

(j) "Common Expense Liability" means the liability for Common Expenses allocated to each Lot.

(k) "Common Facilities" shall mean and refer to the area of the Property designated as such on the Phase 1A Plan, Phase 1B Plan and the Phase 1C Plan, to be owned by the Association, including but not limited to Lot 317 and any improvements thereon such as the Trail system and storm water management facilities and any other common open space areas. The location and content of the Common Facilities may be modified by Declarant for so long as Declarant retains ownership of one or more Lots, provided that any such modification is approved by the Municipality and is in compliance with the Act.

(l) "Community" shall have the same meaning as "Development" as hereinafter defined.

(m) "Controlled Facilities" shall mean and refer to any facilities benefitting the Community that are not located with the area devoted to Common Facilities but are controlled and managed by the Association pursuant to this Declaration, but only maintained, repaired, insured, improved or replaced as provided herein. It shall include the Trail system and storm water management facilities located on the lots or other phases of StoneyBrook benefitting the Community and the land around the town homes as described in Article 3.10(b), as well as the parking facilities shown within the title lines of lots 70 to 78, together with improvements thereon shown on the recorded final Plans of the Property.

(n) "Declarant" shall mean and refer to RGR Developers, LP, its successors and assigns, if successors or assigns (i) should acquire more than one undeveloped Lot from the Declarant for the purpose of development, and (ii) succeeds under Section 5304 of the Act to any Special Declarant Rights, subject to the restrictions of that Section.

(o) "Development" shall mean the development of StoneyBrook.

(p) "Dwelling" means a residence, designed, constructed and occupied as a single family residence, or a townhouse residence and located on a Lot subject to this Declaration. Each separate dwelling shall be subject to all of the rights, privileges and duties set forth herein. A Dwelling and the land on which it is situated are collectively synonymous with the term "Lot."

(q) "Fine" or "Fines" means monetary penalties authorized to be imposed on Owners by the Association for violation of any of the terms and conditions of this Declaration, the

Bylaws, or any rules and regulations ("Rules and Regulations") adopted by the Association in accordance with this Declaration or Bylaws. Such monetary penalties shall include, without limitation, fees, charges, late charges, fines and interest, and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association from the Owner or enforcement of the provisions of this Declaration, Bylaws, or Rules or Regulations.

(r) "Limited Controlled Facilities" shall mean the Controlled Facilities that are for the exclusive use of one or more but fewer than all of the Lots. They shall include Alley A and the lands as described in Article 3.10(b) herein.

(s) "Member" shall mean and refer to all those owners who are members of the Association. Every Owner of a Lot which is subject to assessment shall be member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(t) "Municipality" shall mean and refer to the municipality within which the property is located, being West Donegal Township, situate in Lancaster County, Pennsylvania.

(u) "Officers" shall mean the Officers of the Association elected by the Board.

(v) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including individuals having any interest under the terms of an installment sales agreement, but excluding those having such interest merely as security for the performance of an obligation.

(w) "Period of Declarant Control" shall mean that period established under Section 5.04 hereof wherein Declarant has the right to appoint and remove Officers and Members of the Board.

(x) "Plat" or "Plans" shall mean and refer to the Phase 1A Plan referenced above and the Final Subdivision/Land Development Plan and Lot Add-On Plan for StoneyBrook Phase 1B, prepared by D.C. Gohn Associates, Inc. dated April 9, 2013 and recorded in the Recorder of Deeds Office in and for Lancaster County on December 17, 2014, at Instrument No. 2014-0288-J, as the same may, however, be further revised in accordance with applicable ordinances, with any such revisions to be subject to the approval of the Municipality. "Plat" or "Plans" shall also mean and refer to the Phase 1C Plan referenced above and the Final Subdivision/Land Development Plan for Lot 1C, recorded as above referenced.

(y) "Property" shall refer to all lands, both Lots and Common Elements, which comprise the Property and includes all of the land identified as Phase 1A of the Final Subdivision Plan for Phase 1A, StoneyBrook recorded at Instrument No. 5830892-J and all of the land within Phase 1B shown on the Phase 1B Plan to be recorded except that Lot 317A, if dedicated to the

Township and accepted by the Township shall for all purposes cease to be subject to the Declaration. Property shall refer also to all lands, both Lots and Common Elements, which comprise the Property and includes all of the land identified as Phase 1C on the above-referenced Subdivision Plan.

(z) "Roads" shall refer to publicly dedicated within the Community and shall include Farmington Lane.

(aa) "Lot" means the part of the Property designed or intended for residential use, and on which a dwelling house will be constructed. The term "Lot" shall include the land and any structure erected on it. There are a total of 9 single family residences in Phase 1A that have been developed. Located in Phase 1B are a total of 27 single family Lots and 26 townhouse Lots. Lot 118 contains an existing dwelling house thereon erected. Lot 317 is designated as open space. Lot shall not include the Common Facilities, the Controlled Facilities or the Limited Controlled Facilities except only for and to the extent that Lots 70 through 78 contain Alley A and off street parking facilities. "Lot" shall also mean all thirty-eight (38) of the lots shown on the Final Subdivision Plan for Phase 1C, recorded as above-referenced.

## ARTICLE II - DESCRIPTION OF LOTS AND COMMON ELEMENTS

2.01 Lot Boundaries. The boundaries of each Lot are coterminous with the legal description of each Lot as depicted on the Plans.

2.02 Maximum Number of Lots. The number of Lots that may be created in StoneyBrook Phase 1A is nine (9), which have been developed, and twenty-seven (27) single-family Lots and 26 townhouse Lots as set forth in StoneyBrook Phase 1B. No individual Lots may be further subdivided. The number of Lots which are premitted to be created in StoneyBrook Phase 1C are a total of thirty-eight (38), as above-described.

2.03 Description of Common Elements. Descriptions of the Common Elements of the Community including both Common Facilities, Limited Common Facilities or Areas and Controlled Facilities are contained in Article I Definitions. There are no timeshare estates created under this Declaration.

2.04 Flexibility of the Community. Stoney Brook Phase 1A is and was intended to be a flexible planned community and StoneyBrook Phase 1B was intended to be a flexible planned community as such term is defined under the Act. Further, StoneyBrook Phase 1C is intended to be a flexible planned community as well. In particular, Declarant reserves the options to add additional real estate to the Community with no assurances to the order of addition and to create additional Lots or Limited Common Elements or both. Those lots being a maximum of 252 are shown and designated as Phases 1C, 2, 3, and 4, on page 4 of 32 of the Plan which said Plan is incorporated in this paragraph 2.04 as if set forth in full. The time limit for adding real estate shall be as set forth in the law, currently ten (10) years, under Section 5206(2) of the Act.

### ARTICLE III - DEED RESTRICTIONS AND DECLARATIONS

All of the provisions of Articles 3.01, 3.02, 3.03, and 3.04 (a)-(i) are incorporated herein as if set forth in full without change.

3.04 Additional Deed Restrictions and Declarations are added to the Declaration as follows:

(j) No above-ground swimming pools shall be permitted in or on any lot within StoneyBrook and all of its Phases.

(k) No solar panels shall be permitted at any location on or in any lot in StoneyBrook and all of its phases without the Board's prior written approval based on criteria to be adopted by the Board.

(l) Attached hereto and made apart hereof as Exhibit "B" are Minutes and a Resolution of the StoneyBrook of Elizabethtown HOA, Inc., made August 16, 2017. All provisions of said Minutes and Resolution are incorporated herein as if set forth in full.

All of the provisions of Article 3.05-3.10 of the Declaration dated December 16, 2014 are incorporated without change herein by references as set forth in full.

3.10 Article 3.10 (b) as written in the Declaration dated December 16, 2014 is deleted as stated and replaced by the following: "Any lands located in and around townhouses in any phase of StoneyBrook, whether Phase 1A, 1B, 1C or any other future phases, shall be maintained by the Association with charges made against the townhome owners which shall include snow removal, lawn maintenance and mowing. Except as otherwise set forth, the owner of any single-family lot in any phase of StoneyBrook shall be solely responsible, at their expense, for outside maintenance to include snow removal, lawn maintenance and mowing unless otherwise provided for in this or any future amendments to the StoneyBrook Declarations. It is provided, however, in this Phase 1C that the seven (7) lots on Kimberly Court, namely lots 58, 59, 60, 60A, 61, 62 and 63 shall pay, as part of their Assessment, the cost of snow removal, lawn care, maintenance and mowing which shall, on those lots, be done by the Association. The annual assessments under Article 6.01 for any lot owner in StoneyBrook shall include an amount to cover the Association's cost for trail maintenance, mowing and maintenance of open-space areas and the care and maintenance of any trails in StoneyBrook Development, whether pedestrian or nonmotorized trails, as well as all stormwater maintenance facilities."

Articles 4.01-12.07 inclusive of the Declaration dated December 16, 2014 and recorded at Instrument No. 6180966.



REQUEST FOR AUTHORIZATION TO LEASE

I/We, the undersigned, hereby request permission to rent/lease our unit with address at \_\_\_\_\_, located in the StoneyBrook Development. I/We understand that I/we are subject to the governing documents, restrictions, rules and regulations of the Association, as will be all of the tenants and occupants of our unit.

UNIT OWNER(S)

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

Address

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

**CERTIFICATE OF AUTHORIZATION TO LEASE**

Approval is granted to the owner named above to lease the referenced property with the following stipulations:

- 1) The owner shall assume the responsibility to pay the HOA monthly fee and not transfer this responsibility to the occupant.
- 2) The owner will communicate any changes to their contact information to the Association within fifteen (15) days of change.
- 3) This Certificate of Authorization to Lease is not transferable.
- 4) The owner will provide the following documents to the occupant as part of the Lease Agreement:
  - a) Declaration of Restrictions and Covenants
  - b) Storm water Management Agreement and Declaration of Easement
  - c) By-laws of the Homeowner's Association
- 5) The owner will provide a copy of any Rental Residential License issued by a municipality to the Association.
- 6) The owner will provide the names and contact information of the occupants to the Association within fifteen (15) days of executing the Lease.
- 7) The property owner shall be responsible to mail copies of the requested information to the Association.

This Certificate of Approval is issued this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STONEBROOK OF ELIZABETHTOWN HOA, INC.

/s/ \_\_\_\_\_

**LEGAL DESCRIPTION**  
of  
**Phase 1C - Resultant Area**  
at  
**StoneyBrook**  
in  
**West Donegal Township**  
**Lancaster County, Pennsylvania**

**ALL THAT CERTAIN** tract of land lying north of the dedicated right-of-way line of West Ridge Road (T-855), north and south of Randolph Drive, in the Township of West Donegal, County of Lancaster, Commonwealth of Pennsylvania, being the resultant area of Phase 1C, as depicted on a plat entitled "Final Subdivision Plan for Phase 1C for StoneyBrook, a Planned Community", prepared by D.C. Gohn Associates, Inc., Drawing No.: CG-2693F, dated January 5, 2018, with last revision date of April 16, 2018, recorded in the Lancaster County Recorder of Deeds as Document No. 2018-0211-J on May 18, 2018, being more particularly described as follows:

From a **POINT OF BEGINNING** at the southwest corner of Lot 70 of Stoneybrook, Phase 1B, as recorded on Subdivision Plan 2014-0288-J, said point being on the northerly right-of-way line of Randolph Drive; thence run South 03 degrees 54 minutes 55 seconds East, a distance of 60.00 feet to the southerly right-of-way line of Randolph Drive; thence run North 86 degrees 05 minutes 05 seconds East, a distance of 28.01 feet to a point at the beginning of a curve to the left, said curve being concave in a northerly direction, having a radius of 330.00 feet, a central angle of 14 degrees 54 minutes 04 seconds, a chord bearing and distance of North 78 degrees 38 minutes 03 seconds East, 85.58 feet; thence run along the arc of said curve, a distance of 85.82 feet to a point at the beginning of a reverse curve to the right, said curve being concave in a southerly direction, having a radius of 15.00 feet, a central angle of 86 degrees 06 minutes 05 seconds, a chord bearing and distance of South 65 degrees 45 minutes 56 seconds East, 20.48 feet; thence run along the arc of said curve, a distance of 22.54 feet to the beginning of a compound curve to the right, said curve being concave in a southwesterly direction, having a radius of 225.00 feet, a central angle of 00 degrees 38 minutes 31 seconds, a chord bearing and distance of South 22 degrees 23 minutes 38 seconds East, 2.52 feet; thence run along the arc of said curve, a distance of 2.52 feet; thence North 67 degrees 19 minutes 10 seconds East, a distance of 50.00 feet; to a

point at the beginning of a non-tangential curve to the right, said curve being concave in a westerly direction, having a radius of 275.00 feet, a central angle of 11 degrees 13 minutes 39 seconds, a chord bearing and distance of South 16 degrees 34 minutes 11 seconds East, 53.80 feet; thence run along the arc of said curve, a distance of 53.89 feet; thence North 79 degrees 02 minutes 39 seconds East, a distance of 78.47 feet; thence South 83 degrees 25 minutes 32 seconds East, a distance of 38.37 feet; thence South 20 degrees 21 minutes 54 seconds East, a distance of 120.04 feet; thence South 45 degrees 39 minutes 30 seconds East, a distance of 226.69 feet; thence South 04 degrees 53 minutes 47 seconds West, a distance of 153.36 feet to the most easterly corner of Lot 60A; thence run South 53 degrees 20 minutes 35 seconds West, a distance of 191.20 feet to the most easterly corner of Lot 88; thence run along the southeasterly line thereof, South 43 degrees 10 minutes 11 seconds West, a distance of 100.01 feet to the most southerly corner of said Lot 88, being on the northeasterly right-of-way line of Stoneybrook Lane; thence run along said right-of-way line, South 46 degrees 49 minutes 49 seconds East, a distance of 79.42 feet to a point at the beginning of a curve to the left, said curve being concave in a northerly direction, having a radius of 15.00 feet, a central angle of 87 degrees 26 minutes 43 seconds, a chord bearing and distance of North 89 degrees 26 minutes 49 seconds East, 20.74 feet; thence run along the arc of said curve, a distance of 22.89 feet to a point; thence continue along said right-of-way, South 46 degrees 49 minutes 49 seconds East, a distance of 3.16 feet to a point on the northwesterly dedicated right-of-way line of West Ridge Road; thence run along said dedicated right-of-way line, South 45 degrees 43 minutes 28 seconds West, a distance of 43.76 feet; thence South 42 degrees 56 minutes 34 seconds West, a distance of 45.55 feet to a point at the beginning of a non-tangential curve to the left, said curve being concave in a westerly direction, having a radius of 15.00 feet, a central angle of 89 degrees 46 minutes 23 seconds, a chord bearing and distance of North 01 degrees 56 minutes 38 seconds West, 21.17 feet; thence run along the arc of said curve, a distance of 23.50 feet; thence North 46 degrees 49 minutes 49 seconds West, a distance of 5.69 feet; thence South 42 degrees 56 minutes 34 seconds West, a distance of 97.60 feet; thence North 46 degrees 52 minutes 39 seconds West, a distance of 124.37 feet; thence South 42 degrees 56

minutes 34 seconds West, a distance of 36.10 feet; thence North 47 degrees 03 minutes 26 seconds West, a distance of 50.00 feet; thence North 46 degrees 49 minutes 49 seconds West, a distance of 155.00 feet; thence North 46 degrees 00 minutes 57 seconds West, a distance of 83.49 feet; thence North 39 degrees 26 minutes 24 seconds West, a distance of 93.65 feet; thence South 86 degrees 58 minutes 56 seconds West, a distance of 78.12 feet; thence North 07 degrees 20 minutes 20 seconds West, a distance of 152.01 feet; thence North 07 degrees 20 minutes 20 seconds West, a distance of 76.01 feet; thence North 07 degrees 20 minutes 20 seconds West, a distance of 76.01 feet; thence North 05 degrees 43 minutes 13 seconds West, a distance of 41.83 feet; thence North 03 degrees 54 minutes 55 seconds West, a distance of 80.88 feet; to a point at the beginning of a non-tangential curve to the right, said curve being concave in a southerly direction, having a radius of 220.00 feet, a central angle of 16 degrees 43 minutes 32 seconds, a chord bearing and distance of North 68 degrees 09 minutes 19 seconds East, 63.99 feet; thence run along the arc of said curve, a distance of 64.22 feet; thence North 13 degrees 28 minutes 54 seconds West, a distance of 60.00 feet; thence North 13 degrees 28 minutes 54 seconds West, a distance of 111.00 feet; thence North 86 degrees 05 minutes 05 seconds East, a distance of 106.53 feet; thence North 86 degrees 05 minutes 05 seconds East, a distance of 50.00 feet; thence South 03 degrees 54 minutes 55 seconds East, a distance of 29.06 feet; thence North 86 degrees 05 minutes 05 seconds East, a distance of 100.00 feet; thence South 03 degrees 54 minutes 55 seconds East, a distance of 76.50 feet to the **POINT OF BEGINNING**.

**ABOVE DESCRIBE LANDS CONTAINING** an area of 461,079.1 square feet or 10.58 acres.

**ABOVE DESCRIBE LANDS SUBJECT TO** a wetland easement, a sanitary sewer easement and a storm drainage easements per above mentioned subdivision plan.

**STONEBROOK OF ELIZABETHTOWN HOA, INC.**

**MINUTES AND RESOLUTION**

A special meeting of the Board of Directors of StoneyBrook of Elizabethtown HOA, Inc. was held on August 16, 2017. Present either in person or by telephone were Robert L. Gruber and Ronald H. Rohrer, who are all of the members of the Board of Directors and Officers of the Corporation, namely, Ronald H. Rohrer as President and Robert L. Gruber as Vice President/Secretary/Treasurer. The focus of the meeting was to discuss putting in place some regulations and controls concerning the number of units which could be available for "rental purposes" and not owner occupied in the StoneyBrook Development.

The StoneyBrook Homeowner's Association will govern fifty-seven (57) townhouse units in Phases 1b, 1c and Phase 3 and twelve (12) duplex units in Phase 3.

Following discussion, it was unanimously resolved and agreed that a binding Rule and Regulation governing the Association is and would be that out of the sixty-nine (69) total units governed by the Association, no more than a total of fourteen (14) units shall be occupied/used for rental purposes and be non-owner occupied. It was agreed that as units are being constructed within the Phases, that only twenty (20%) percent of those constructed units at any time could be rental/non-owner occupied. (As an example, if six (6) units are completed, only one (1) of those units could be used for rental purposes.) That mathematical calculation will continue until all of the units are constructed within Phases 1b, 1c and 3 of the StoneyBrook Development.

A further item discussed concerned the construction of structures within the phases of StoneyBrook covered by this Association. It was unanimously resolved and agreed that any home to be built in these phases of StoneyBrook must have the Developer's prior written approval before the beginning of any construction, as it relates to type of home, size of home, exterior appearance and etc., with these examples not being intended to limit what the Developer will review. The Developer shall be Robert L. Gruber and/or Ronald H. Rohrer who trades as Ronald H. Rohrer Construction. Additionally, it

was agreed and unanimously resolved that any construction or improvement which would be undertaken on the outside of any unit built in these phases of StoneyBrook must have the prior written approval of the Developer.

It was further unanimously resolved and agreed that no "for rent" or any other rental-type signs shall be placed on or around the inside or outside of any unit/property. Additionally, should any property owner or landlord renting the property live more than ten (10) miles from the property, that owner must use a local property manager for the property.

It was further unanimously resolved and agreed that if any unit is non-owner occupied that the owner shall be obligated to provide for each unit being rented the name of the owner of the property with the owner's address, telephone number and email address. The full legal name and address of the tenant with all contact information, including phone and email address, must be provided as well before the unit can be occupied as a rental unit. That information is to be supplied to the Homeowner's Association.

In addition, the attached forms shall be filled out and submitted to the Homeowner's Association before the home may be occupied as a rental (see attached).

There being no further business to come before the meeting, the meeting was duly adjourned.

STONEBROOK OF ELIZABETHTOWN HOA, INC.

By: Robert L. Gruber  
Robert L. Gruber, Secretary

REQUEST FOR AUTHORIZATION TO LEASE

I/We, the undersigned, hereby request permission to rent/lease our unit with address at \_\_\_\_\_, located in the StoneyBrook Development. I/We understand that I/we are subject to the governing documents, restrictions, rules and regulations of the Association, as will be all of the tenants and occupants of our unit.

UNIT OWNER(S)

\_\_\_\_\_

Date

\_\_\_\_\_

\_\_\_\_\_

Address

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

CERTIFICATE OF AUTHORIZATION TO LEASE

Approval is granted to the owner named above to lease the referenced property with the following stipulations:

1) The owner shall assume the responsibility to pay the HOA monthly fee and not transfer this responsibility to the occupant.

2) The owner will communicate any changes to their contact information to the Association within fifteen (15) days of change.

3) This Certificate of Authorization to Lease is not transferable.

4) The owner will provide the following documents to the occupant as part of the Lease Agreement:

a) Declaration of Restrictions and Covenants

b) Storm water Management Agreement and Declaration of Easement

c) By-laws of the Homeowner's Association

5) The owner will provide a copy of any Rental Residential License issued by a municipality to the Association.

6) The owner will provide the names and contact information of the occupants to the Association within fifteen (15) days of executing the Lease.

7) The property owner shall be responsible to mail copies of the requested information to the Association.

This Certificate of Approval is issued this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STONEBROOK OF ELIZABETHTOWN HOA, INC.

By: \_\_\_\_\_

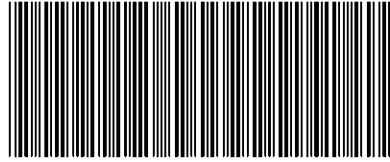
**Lancaster County**

Ann M. Hess  
 Recorder of Deeds  
 150 N. Queen Street  
 Suite 315  
 Lancaster, PA 17603  
 Phone: 717-299-8238  
 Fax: 717-299-8393



INSTRUMENT # : 6608077

RECORDED DATE: 06/07/2021 02:12:06 PM



4192304-0016N

**LANCASTER COUNTY ROD****OFFICIAL RECORDING COVER PAGE**

Page 1 of 12

**Document Type:** MISC - NON MORTGAGE  
**Transaction Reference:** eSecureFile : 12291052  
**Document Reference:**

**Transaction #:** 3996416 - 1 Doc(s)  
**Document Page Count:** 11  
**Operator Id:** acrawley

**RETURN TO: (Simplifile)**  
 E-Town Transfer Co - WEST DONEGAL TOWNSHIP  
 222 South Market Street, Suite 201  
 Elizabethtown, PA 17022  
 (717) 367-1370

**SUBMITTED BY:**  
 E-Town Transfer Co - WEST DONEGAL TOWNSHIP  
 222 South Market Street, Suite 201  
 Elizabethtown, PA 17022

**\* PROPERTY DATA:**

Parcel ID #:

Municipality:

School District:

**\* ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: MISC - NON MORTGAGE	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
EXTRA PAGE FEE	\$14.00
<b>Total:</b>	<b>\$32.50</b>

INSTRUMENT # : 6608077

RECORDED DATE: 06/07/2021 02:12:06 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Lancaster County, Pennsylvania.



Ann M. Hess  
 Recorder of Deeds

# PLEASE DO NOT DETACH

## THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

**NOTE: If document data differs from cover sheet, document data always controls.**

**\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

Prepared by: John M. Smith, Esquire  
Return to: John M. Smith, Esquire  
Nikolaus & Hohenadel, LLP  
Parcel No.: 160-J-9999  
Source of Title: Instrument No. 6180767

**SECOND AMENDMENT TO THE STONEYBROOK OF ELIZABETHTOWN HOA, INC.  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS OF STONEYBROOK, A PLANNED COMMUNITY**

This Second Amendment to the StoneyBrook of Elizabethtown HOA, Inc. Declaration of Covenants, Conditions, Easements and Restrictions of StoneyBrook, a Planned Community, hereinafter referred to as the "Second Amendment to Declaration", is made this 27<sup>th</sup> day of MAY, 2021 by Stoneybrook Developers, LLC, a Pennsylvania Limited Partnership, of 750 West Ridge Road, Elizabethtown, PA 17022, (hereinafter referred to as "Declarant"), and StoneyBrook of Elizabethtown, HOA, Inc. a Pennsylvania non profit Corporation with address at 115 Farmington Lane, Elizabethtown, Pennsylvania, (hereinafter "StoneyBrook HOA").

WHEREAS, certain real property located in the Township of West Donegal, County of Lancaster and Commonwealth of Pennsylvania, in the StoneyBrook Planned Community was subjected to a Declaration of Covenants, Conditions, Easements and Restrictions and described therein by document titled StoneyBrook of Elizabethtown HOA, Inc., Declaration of Covenants, Conditions, Easements and Restrictions at StoneyBrook a Planned Community being dated December 16, 2014, and recorded in the Lancaster County Pennsylvania Recorder of Deeds office on December 30, 2014 at Instrument Number: 6180966, (hereinafter referred to as the "StoneyBrook Declaration" or the "Declaration"); and

WHEREAS, said real property located in the StoneyBrook Planned Community and described in the StoneyBrook Declaration was further made subject to the StoneyBrook Declaration and a First Amendment to the StoneyBrook of Elizabethtown HOA, Inc. Declaration of Covenants, Conditions, Easements and Restrictions of Stoneybrook a Planned Community which First Amendment was dated May 21, 2018 and recorded in the Lancaster County, Pennsylvania Recorder of Deeds office May 21, 2018 at Instrument Number: 6397961, (the "First Amendment"); and

WHEREAS, the lands which are governed by the StoneyBrook Declaration and the First Amendment are comprised and consist of all of the Lots and lands within Phases 1A and 1B as shown on the recorded StoneyBrook Plans, as well as all lands located within Phase 1C of the Stoneybrook Plan; and

WHEREAS, the Subdivision Plan for Phase 1A was recorded in said Recorder's Office at Instrument #5830892-J; the Subdivision Plan for Phase 1B was recorded in said Recorder's office at Instrument #2014-0288-J; and the Subdivision Plan for Phase 1C was recorded in said Recorder's Office at Instrument #2018-0211-J; and

WHEREAS, under Article 2, Section 2.04 of the First Amendment titled "Flexibility of the Community" it is made clear that Stoneybrook Phases 1A, 1B and 1C were intended to be a part of a flexible planned community and that the Declarant in the StoneyBrook Declaration and the First Amendment reserved the option to add additional real estate to the Planned Community which additional lands could contain a maximum 252 units on that number of lots as shown and designated as part of Phases 1C, 2, 3 and 4 and being shown on Page 4 of 32 of the Subdivision Plan for Phase 1C; and

WHEREAS, it is the desire of the Declarant to add lands found and located on the Subdivision Plan as Lots in Phase 2A of the Stoneybrook Planned Community which said plans are laid out in accordance with a final subdivision/land development plan for Stoneybrook Phase 2A prepared by D. C. Gohn Associates, Inc. dated the 1st day of January, 2021 and last revised on the 1st day of March, 2021 and recorded in the Recorder of Deeds office in and for Lancaster County, Pennsylvania on the 19 day of May, 2021 at Instrument No. 2021-~~0197~~-J (hereinafter referred to as the "Phase 2A Plan") and pursuant to the provisions of the Pennsylvania Uniformed Planned Community Act 68 P.A.C.S.A. §5101, at sec; and

WHEREAS, Phase 2A as shown on the said Plan is comprised of twenty-four single family dwelling units to be built thereon; and

WHEREAS, the Declarant desires to add these additional lands to the StoneyBrook HOA; and

NOW, THEREFORE, intending to be legally bound, Declarant hereby declares that the property referred to as Phase 2A for StoneyBrook, a Planned Community, the perimeter boundaries of which are described on Exhibit "A" attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, and conditions hereinafter set forth along with all of the covenants, restrictions, easements and conditions set forth in the StoneyBrook Declaration, as well as being subject to all of the provisions of the First Amendment, and they shall, as to all of the owners of the lots, common elements, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each other and all other properties, common elements and lots in the Community and their respective owners and, as its interest may be affected, West Donegal Township, Lancaster County, Pennsylvania. It is the immediate intent of the Declarant in this document to create the within Declaration of Covenants, Conditions, Easements and Restrictions, which shall apply to all of the lots previously described in the StoneyBrook Declaration and the First Amendment and all of the twenty-four (24) units set forth in Phase 2A and all thirty-one (31) of the units set forth in

Phase 2B along with all Common Elements and areas, the storm water maintenance facilities and on a trail shown on the Plans.

### ARTICLE I - DEFINITIONS

1.01 Definitions. The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings:

(a) All defined terms set forth above in the background to this Second Amendment to the Declaration are incorporated herein by reference.

(b) "Act" means the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101 et seq., as are applicable and in effect as of the date of this Second Amendment, and all amendments thereto hereinafter enacted.

(c) "Assessment" means any Annual Assessment or Special Assessment levied against the Lots or any Lot in accordance with this Second Amendment.

(d) "Association" shall mean and refer to the StoneyBrook of Elizabethtown HOA, Inc., its successors and assigns.

(e) "Authority" shall refer to the Elizabethtown Area Water Authority and/or the Elizabethtown Regional Sewer Authority, or any successor entity providing public water service and/or public sewer service.

(f) "Board" shall mean the Board of Directors designated by the By Laws to act on behalf of the Association.

(g) "Bylaws" shall mean the Bylaws established with respect to the Association as may be amended from time to time by the Association.

(h) "Common Elements" shall mean and refer to the Common Facilities and Controlled Facilities.

(i) "Common Expenses" shall mean expenditures made by or the financial liabilities of the Association, together with any allocations to reserves and shall include "General Common Expenses" and "Limited Common Expenses" as defined in Section 6.02 of the Declaration.

(j) "Common Expense Liability" means the liability for Common Expenses allocated to each Lot.

(k) "Common Facilities" shall mean and refer to the area of the Property designated as such on the Phase 1A Plan, Phase 1B Plan, the Phase 1C Plan, the Phase 2A Plan and the Phase 2B Plan to be owned by the Association including but not limited to Lot 317 and any improvements thereon such as the Trail system and storm water management facilities and any other common open space areas. The location and content of the Common Facilities may be modified by Declarant for so long as Declarant retains ownership of one or more Lots, provided that any such modification is approved by the Municipality and is in compliance with the Act.

(l) "Community" shall have the same meaning as "Development" as hereinafter defined.

(m) "Controlled Facilities" shall mean and refer to any facilities benefitting the Community that are not located within the area devoted to Common Facilities but are controlled and managed by the Association pursuant to the Declaration and the First and Second Amendments thereto, but only maintained, repaired, insured, improved or replaced as provided herein. It shall include the Trail system and storm water management facilities located on the lots or other phases of StoneyBrook benefitting the Community and the land around the town homes as described in the StoneyBrook Declaration, as well as the parking facilities shown within the title lines of lots 70 to 78, together with improvements thereon shown on the recorded final Plans of the Property.

(n) "Declarant" shall mean and refer to StoneyBrook Developers, LLC, its successors and assigns, if successors or assigns (i) should acquire more than one undeveloped Lot from the Declarant for the purpose of development, and (ii) succeeds under Section 5304 of the Act to any Special Declarant Rights, subject to the restrictions of that Section.

(o) "Development" shall mean the development of the StoneyBrook Planned Community.

(p) "Dwelling" means a residence, designed, constructed and occupied as a single family residence, or a townhouse residence and located on a Lot subject to this Declaration. Each separate dwelling shall be subject to all of the rights, privileges and duties set forth herein. A Dwelling and the land on which it is situated are collectively synonymous with the term "Lot."

(q) "Fine" or "Fines" means monetary penalties authorized to be imposed on Owners by the Association for violation of any of the terms and conditions of the Declaration and any amendments thereto, the Bylaws, or any rules and regulations ("Rules and Regulations") adopted by the Association in accordance with the Declaration and any amendments thereto or Bylaws. Such monetary penalties shall include, without limitation, fees, charges, late charges, fines and interest, and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association from the Owner or enforcement of the provisions of the Declaration or any amendments thereto, Bylaws, or Rules or Regulations.

(r) "Limited Controlled Facilities" shall mean the Controlled Facilities that are for the exclusive use of one or more but fewer than all of the Lots. They shall include Alley A and the lands as described in the Declaration.

(s) "Member" shall mean and refer to all those owners who are members of the Association. Every Owner of a Lot which is subject to assessment shall be member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(t) "Municipality" shall mean and refer to the municipality within which the property is located, being West Donegal Township, situate in Lancaster County, Pennsylvania.

(u) "Officers" shall mean the Officers of the Association elected by the Board.

(v) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including individuals having any interest under the terms of an installment sales agreement, but excluding those having such interest merely as security for the performance of an obligation.

(w) "Period of Declarant Control" shall mean that period established under the Declaration or any amendments thereto wherein Declarant has the right to appoint and remove Officers and Members of the Board.

(x) "Plat" or "Plans" shall mean and refer to the Phase 2A Plan referenced above and the Final Subdivision/Land Development Plan for StoneyBrook Phase 2A, prepared by D.C. Gohn Associates, Inc. dated \_\_\_\_\_, last amended on \_\_\_\_\_ and recorded in the Recorder of Deeds Office in and for Lancaster County on \_\_\_\_\_, at Instrument No. \_\_\_\_\_, as the same may, however, be further revised in accordance with applicable ordinances, with any such revisions to be subject to the approval of the Municipality. "Plat" or "Plans" shall also mean and refer to the Phase 2A Plan referenced above and the Final Subdivision/Land Development Plan for Phase 2A, recorded as above referenced.

(y) "Property" shall refer to all lands, both Lots and Common Elements, which comprise the Property and includes all of the land identified as Phase 1A of the Final Subdivision Plan for Phase 1A, StoneyBrook recorded at Instrument No. 5830892-J, all of the land within Phase 1B shown on the Phase 1B Plan recorded at Instrument #2014-0288-J, except that Lot 317A, if dedicated to the Township and accepted by the Township shall for all purposes cease to be subject to the Declaration. Property shall refer also to all lands, both Lots and Common Elements, which comprise the Property and includes all of the land within and identified on the Phase 1C Subdivision Plan recorded at Instrument # 2018-0211-J. It shall also refer to and apply to all lands both Lots and Common Elements and include all of the land within and identified on the Phase 2A Plan to be recorded in the said Recorder of Deeds Office.

(z) "Roads" shall refer to publicly dedicated streets within the Community and shall include Farmington Lane.

(aa) "Lot" means the part of the Property designed or intended for residential use, and on which a dwelling house will be constructed. The term "Lot" shall include the land and any structure erected on it. There are a total of 9 single family residences in Phase 1A that have been developed. Located in Phase 1B are a total of 27 single family Lots and 26 townhouse Lots. Lot 118 contains an existing dwelling house thereon erected. Lot 317 is designated as open space. Lot shall not include the Common Facilities, the Controlled Facilities or the Limited Controlled Facilities except only for and to the extent that Lots 70 through 78 contain Alley A and off street parking facilities. "Lot" shall also mean all thirty-eight (38) of the lots shown on the Final Subdivision Plan for Phase 1C, recorded as above-referenced. Lot shall also mean all twenty-four (24) Lots shown on Phase 2A of the Plan.

## ARTICLE II - DESCRIPTION OF LOTS AND COMMON ELEMENTS

2.01 Lot Boundaries. The boundaries of each Lot are coterminous with the legal description of each Lot as depicted on the Plans.

2.02 Maximum Number of Lots. The number of Lots that may be created in StoneyBrook Phase 2A is twenty-four (24) single-family Lots. No individual Lots may be further subdivided.

2.03 Description of Common Elements. Descriptions of the Common Elements of the Community including both Common Facilities, Limited Common Facilities or Areas and Controlled Facilities are contained in Article I Definitions. There are no timeshare estates created under this Declaration.

2.04 Flexibility of the Community. Stoney Brook Phase 1A is and was intended to be a flexible planned community and StoneyBrook Phases 1B and 1C were intended to be a flexible planned community as such term is defined under the Act. Further, StoneyBrook Phases 2A is intended to be part of a flexible planned community as well. In particular, Declarant reserves the options to add additional real estate to the Community with no assurances to the order of addition and to create additional Lots or Limited Common Elements or both. Those lots will be a maximum of 228 as shown and designated on Phase 2B, Phase 3 and Phase 4, on page 4 of 32 of the Plan which said Plan is incorporated in this paragraph 2.04 as if set forth in full. The time limit for adding real estate shall be as set forth in the law, under 68 Pa.C.S. Section 5206(2) of the Act which provides that it shall not exceed the later of "... (i) ten (10) years after the recording of the Declaration, or (ii) in the case of a preliminary plat 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 by the municipal governing body...".





**LEGAL DESCRIPTION**  
of  
**Phase 2A**  
at  
**StoneyBrook**  
in  
**West Donegal Township**  
**Lancaster County, Pennsylvania**

**ALL THAT CERTAIN** tract of land lying north of the dedicated right-of-way line of West Ridge Road (T-855) and west of Stoneybrook Lane, in the Township of West Donegal, County of Lancaster, Commonwealth of Pennsylvania, being shown as Phase 2A on a "Final Subdivision Plan for Phase 2A of StoneyBrook, A Planned Community", prepared by D.C. Gohn Associates, Inc., Dated January 25, 2021, Drawing No.: CG-2693G-A, last revision date of March 01, 2021, recorded in the Lancaster County Recorder of Deeds Office as Document No. \_\_\_\_\_ on \_\_\_\_\_, 2021, shown more specifically on sheet 5 of 25 and being more particularly described as follows:

From a **POINT OF BEGINNING** on the east line of land, now or formerly, of West Ridge Bed and Breakfast, as described in Deed Instrument #6271432, said point lying 30.00 feet northwest of the center line of West Ridge Road (T-855), being the southwesterly corner of Lot 317F and the northerly dedicated right-of-way line, as shown on above mentioned plan; thence run along said east line, North 17 degrees 57 minutes 11 seconds West, a distance of 768.48 feet to a point on the southeasterly line of land, now or formerly, of Bainbridge Road LLC, as described in Deed Instrument #5913626; thence run along said southeasterly line, North 62 degrees 58 minutes 54 seconds East, a distance of 148.06 feet to a corner of Lot 318; thence run along said Lot 318, South 06 degrees 39 minutes 52 seconds East, a distance of 181.98 feet to the northwest corner of Lot 128; thence run along said Lot 128, and running along the south line of said Lot 318, North 83 degrees 20 minutes 08 seconds East, a distance of 133.33 feet to the west right-of-way line of N West View Drive; thence run North 83 degrees 20 minutes 08 seconds East, a distance of 60.00 feet to the east right-of-way line of said road, being a corner of aforementioned Lot 318; thence run along said right-of-way line, South 06 degrees 39 minutes 52 seconds East, a distance of 36.62 feet to the northwest corner of Lot 119; thence run along Lot 119, North 83 degrees 20 minutes 08 seconds East, a distance of 135.21 feet to the northeast corner of said Lot 119; thence run along the east line of the same, South 22 degrees 20 minutes 09 seconds

East, a distance of 93.47 feet to a corner of Lot 317E; thence run North 83 degrees 20 minutes 08 seconds East, a distance of 44.27 feet; thence run North 26 degrees 25 minutes 04 seconds East, a distance of 98.50 feet to a point at the beginning of a curve turning to the left and concave in a northerly direction, said curve having a radius of 60.00 feet, a central angle of 33 degrees 16 minutes 47 seconds, and a chord bearing and distance of South 86 degrees 23 minutes 45 seconds East, 34.36 feet; thence run along the arc of said curve, a distance of 34.85 feet; thence continue along Lot 317F, run South 13 degrees 02 minutes 08 seconds East, a distance of 110.07 feet; thence run North 48 degrees 08 minutes 32 seconds East, a distance of 160.27 feet; thence run North 01 degrees 11 minutes 30 seconds East, a distance of 119.71 feet; thence run South 88 degrees 00 minutes 03 seconds East, a distance of 43.82 feet to the southwest corner of Lot 93 of StoneyBrook, Phase 1C; thence run along the south line thereof, North 86 degrees 58 minutes 56 seconds East, a distance of 78.12 feet to a corner of Lot 92 of said Phase 1C; thence run along said Lot 92, South 39 degrees 26 minutes 24 seconds East, a distance of 93.65 feet to a corner of Lot 91 of Phase 1C; thence run along said Lot 91, South 46 degrees 00 minutes 57 seconds East, a distance of 83.49 feet to a corner of Lot 90 of Phase 1C; thence run along said Lot 90 and along Lot 89 of Phase 1C, South 46 degrees 49 minutes 49 seconds East, a distance of 155.00 feet to the northwesterly right-of-way line of Pebble Drive; thence run South 47 degrees 03 minutes 26 seconds East, a distance of 50.00 feet to a point on the northwesterly line of Lot 100 of Phase 2A; thence run along said Lot 100, North 42 degrees 56 minutes 34 seconds East, a distance of 36.10 feet to a corner of Lot 99 of Phase 1C; thence run along said Lot 99, South 46 degrees 52 minutes 39 seconds East, a distance of 124.37 feet to a point on the northwesterly line of Lot 317D; thence run along said Lot 317D, North 42 degrees 56 minutes 34 seconds East, a distance of 97.60 feet to the southwesterly right-of-way line of Stoneybrook Lane; thence run South 46 degrees 49 minutes 49 seconds East, a distance of 5.69 feet to a point at the beginning of a curve turning to the right and concave in a westerly direction, said curve having a radius of 15.00 feet, a central angle of 89 degrees 46 minutes 23 seconds, and a chord bearing and distance of South 01 degrees 56 minutes 38 seconds East, 21.17 feet; thence run along the arc of said curve, a distance of 23.50 feet to a point of

tangency on the northwesterly right-of-way line of aforementioned West Ridge Road (T-855); thence run along said right-of-way line, South 42 degrees 56 minutes 34 seconds West, a distance of 123.09 feet; thence run South 43 degrees 07 minutes 21 seconds West, a distance of 216.18 feet to a point at the beginning of a curve turning to the right and concave in a northwesterly direction, said curve having a radius of 489.81 feet, a central angle of 14 degrees 37 minutes 50 seconds, and a chord bearing and distance of South 50 degrees 26 minutes 19 seconds West, 124.73 feet; thence run along the arc of said curve, a distance of 125.07 feet to a point at the beginning of a curve turning to the right and concave in a northerly direction, said curve having a radius of 229.99 feet, a central angle of 30 degrees 00 minutes 05 seconds, and a chord bearing and distance of South 72 degrees 45 minutes 16 seconds West, 119.06 feet; thence run along the arc of said curve, a distance of 120.43 feet; thence run South 87 degrees 46 minutes 25 seconds West, a distance of 407.09 feet to a point at the beginning of a curve turning to the left and concave in a southerly direction, said curve having a radius of 149.10 feet, a central angle of 15 degrees 46 minutes 30 seconds, and a chord bearing and distance of South 79 degrees 56 minutes 04 seconds West, 40.92 feet; thence run along the arc of said curve and northerly dedicated right-of-way line of West Ridge Road, a distance of 41.05 feet to a point of tangency; thence continue along said northerly dedicated right-of-way line, run South 72 degrees 02 minutes 49 seconds West, a distance of 13.50 feet to a point on the east side of N West View Drive; thence crossing over the entrance of said road, continuing along said northerly dedicated right-of-way line of West Ridge Road, run South 72 degrees 02 minutes 49 seconds West, a distance of 239.00 feet to the **POINT OF BEGINNING**.

**ABOVE DESCRIBE LAND CONTAINING** an area of 13.558 acres or 590,564.88 sq. ft.

**Lancaster County**

Ann M. Hess  
 Recorder of Deeds  
 150 N. Queen Street  
 Suite 315  
 Lancaster, PA 17603  
 Phone: 717-299-8238  
 Fax: 717-299-8393



INSTRUMENT # : 6617598  
 RECORDED DATE: 07/15/2021 02:00:25 PM



4203013-0019G

**LANCASTER COUNTY ROD****OFFICIAL RECORDING COVER PAGE**

Page 1 of 13

<b>Document Type:</b> MISC - NON MORTGAGE	<b>Transaction #:</b> 4005125 - 1 Doc(s)
<b>Transaction Reference:</b> eSecureFile : 12564695	<b>Document Page Count:</b> 12
<b>Document Reference:</b>	<b>Operator Id:</b> tprice
<b>RETURN TO:</b> (Simplifile) E-Town Transfer Co - WEST DONEGAL TOWNSHIP 222 South Market Street, Suite 201 Elizabethtown, PA 17022 (717) 367-1370	<b>SUBMITTED BY:</b> E-Town Transfer Co - WEST DONEGAL TOWNSHIP 222 South Market Street, Suite 201 Elizabethtown, PA 17022

**\* PROPERTY DATA:**

Parcel ID #:

Municipality:

School District:

**\* ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: MISC - NON MORTGAGE	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
EXTRA PAGE FEE	\$16.00
<b>Total:</b>	<b>\$34.50</b>

INSTRUMENT # : 6617598  
 RECORDED DATE: 07/15/2021 02:00:25 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Lancaster County, Pennsylvania.



Ann M. Hess  
 Recorder of Deeds

# PLEASE DO NOT DETACH

## THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

**NOTE: If document data differs from cover sheet, document data always controls.**

**\*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.**

Prepared by: John M. Smith, Esquire  
Return to: John M. Smith, Esquire  
Nikolaus & Hohenadel, LLP  
Parcel No.: 160-J-9999  
Source of Title: Instrument No. 6180767

**THIRD AMENDMENT TO THE STONEYBROOK OF ELIZABETHTOWN HOA, INC.**  
**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND**  
**RESTRICTIONS OF STONEYBROOK, A PLANNED COMMUNITY**

This Third Amendment to the StoneyBrook of Elizabethtown HOA, Inc. Declaration of Covenants, Conditions, Easements and Restrictions of StoneyBrook, a Planned Community, hereinafter referred to as the "Third Amendment to Declaration", is made this 15 day of July, 2021 by RGR Developers, LP, a Pennsylvania Limited Partnership, of 1090 North Penryn Road, Manheim, Pa. 17545 (hereinafter referred to as "Declarant"), and StoneyBrook of Elizabethtown, HOA, Inc. a Pennsylvania non profit Corporation with address at 115 Farmington Lane, Elizabethtown, Pennsylvania, (hereinafter "StoneyBrook HOA").

WHEREAS, certain real property located in the Township of West Donegal, County of Lancaster and Commonwealth of Pennsylvania, in the StoneyBrook Planned Community was subjected to a Declaration of Covenants, Conditions, Easements and Restrictions and described therein by document titled StoneyBrook of Elizabethtown HOA, Inc., Declaration of Covenants, Conditions, Easements and Restrictions at StoneyBrook a Planned Community being dated December 16, 2014, and recorded in the Lancaster County Pennsylvania Recorder of Deeds office on December 30, 2014 at Instrument Number: 6180966, (hereinafter referred to as the "StoneyBrook Declaration" or the "Declaration"); and

WHEREAS, said real property located in the StoneyBrook Planned Community and described in the StoneyBrook Declaration was further made subject to the StoneyBrook Declaration and a First Amendment to the StoneyBrook of Elizabethtown HOA, Inc. Declaration of Covenants, Conditions, Easements and Restrictions of Stoneybrook a Planned Community which First Amendment was dated May 21, 2018 and recorded in the Lancaster County, Pennsylvania Recorder of Deeds office May 21, 2018 at Instrument Number: 6397961, (the "First Amendment"); and

WHEREAS, said real property located in the StoneyBrook Planned Community and described in the StoneyBrook Declaration was further made subject to the StoneyBrook Declaration and a Second Amendment to the Stoney Brook of Elizabethtown HOA, Inc. Declaration of Covenants, Conditions, Easements and Restrictions of Stoneybrook a Planned Community which Second Amendment was dated May 27, 2021 and recorded in the Lancaster County, Pennsylvania Recorder of Deeds office June 7, 2021 at Instrument Number: 6608077 (the "Second Amendment"); and

WHEREAS, the lands which are governed by the StoneyBrook Declaration and the First Amendment and Second Amendment are comprised and consist of all of the Lots and lands within Phases 1A and 1B as shown on the recorded StoneyBrook Plans, as well as all lands located within Phase 1C and 2A of the Stoneybrook Plan; and

WHEREAS, the Subdivision Plan for Phase 1A was recorded in said Recorder's Office at Instrument #5830892-J; the Subdivision Plan for Phase 1B was recorded in said Recorder's office at Instrument #2014-0288-J; the Subdivision Plan for Phase 1C was recorded in said Recorder's Office at Instrument #2018-0211-J; and the Subdivision Plan for Phase 2A was recorded in the said Recorder's Office at Instrument #2021-0197-J; and

WHEREAS, under Article 2, Section 2.04 of the First Amendment titled "Flexibility of the Community" it is made clear that Stoneybrook Phases 1A, 1B, 1C and 2A were intended to be a part of a flexible planned community and that the Declarant in the StoneyBrook Declaration and the First Amendment and Second Amendment reserved the option to add additional real estate to the Planned Community which additional lands could contain a maximum 252 units on that number of lots as shown and designated as part of Phases 1C, 2, 3 and 4 and being shown on Page 4 of 32 of the Subdivision Plan for Phase 1C; and

WHEREAS, it is the desire of the Declarant to add lands found and located on the Subdivision Plan as Lots in Phase 3A of the Stoneybrook Planned Community the legal description for which is attached hereto as Exhibit A which said plans are laid out in accordance with a final subdivision/land development plan for Stoneybrook Phase 3A prepared by D. C. Gohn Associates, Inc. dated the 13<sup>th</sup> day of July, 2021 and last revised on the 30<sup>th</sup> day of November, 2020 and recorded in the Recorder of Deeds office in and for Lancaster County, Pennsylvania on the 13<sup>th</sup> day of July 2021 at Instrument No. 2021-0262-J (hereinafter referred to as the "Phase 3A Plan") and pursuant to the provisions of the Pennsylvania Uniformed Planned Community Act 68 PA.C.S.A. §5101, et seq; and

WHEREAS, Phase 3A as shown on the said Plan is comprised of 18 single family dwelling units to be built thereon and 16 townhouse dwelling units to be built thereon; and

WHEREAS, the Declarant desires to add these additional Phase 3A lands to the StoneyBrook HOA; and

NOW, THEREFORE, intending to be legally bound, Declarant hereby declares that the property referred to as Phase 3A for StoneyBrook, a Planned Community, the perimeter boundaries of which are described on Exhibit "A" attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, and conditions hereinafter set forth along with all of the covenants, restrictions, easements and conditions set forth the in the StoneyBrook Declaration, as well as being subject to all of the

provisions of the First Amendment and the Second Amendment and they shall, as to all of the owners of the lots, common elements, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each other and all other properties, common elements and lots in the Community and their respective owners and, as its interest may be affected, West Donegal Township, Lancaster County, Pennsylvania. It is the immediate intent of the Declarant in this document to create the within Declaration of Covenants, Conditions, Easements and Restrictions, which shall apply to all of the lots previously described in the StoneyBrook Declaration and the First Amendment and Second Amendment and this Third Amendment and all of the thirty-four (34) units set forth in Phase 3A and all thirty-one (31) of the units set forth in Phase 2B along with all Common Elements and areas, the storm water maintenance facilities and on an trail shown on the Plans.

### ARTICLE I - DEFINITIONS

1.01 Definitions. The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings:

(a) All defined terms set forth above in the background to this Second Amendment to the Declaration are incorporated herein by reference.

(b) "Act" means the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101 et seq., as are applicable and in effect as of the date of this Second Amendment, and all amendments thereto hereinafter enacted.

(c) "Assessment" means any Annual Assessment or Special Assessment levied against the Lots or any Lot in accordance with this Second Amendment.

(d) "Association" shall mean and refer to the StoneyBrook of Elizabethtown HOA, Inc., its successors and assigns.

(e) "Authority" shall refer to the Elizabethtown Area Water Authority and/or the Elizabethtown Regional Sewer Authority, or any successor entity providing public water service and/or public sewer service.

(f) "Board" shall mean the Board of Directors designated by the By Laws to act on behalf of the Association.

(g) "Bylaws" shall mean the Bylaws established with respect to the Association as may be amended from time to time by the Association.

(h) "Common Elements" shall mean and refer to the Common Facilities and Controlled Facilities.

(i) "Common Expenses" shall mean expenditures made by or the financial liabilities of the Association, together with any allocations to reserves and shall include "General Common Expenses" and "Limited Common Expenses" as defined in Section 6.02 of the Declaration.

(j) "Common Expense Liability" means the liability for Common Expenses allocated to each Lot.

(k) "Common Facilities" shall mean and refer to the area of the Property designated as such on the Phase 1A Plan, Phase 1B Plan, the Phase 1C Plan, the Phase 2A Plan, the Phase 2B Plan and the Phase 3A Plan to be owned by the Association including but not limited to Lot 317 and any improvements thereon such as the Trail system and storm water management facilities and any other common open space areas. The location and content of the Common Facilities may be modified by Declarant for so long as Declarant retains ownership of one or more Lots, provided that any such modification is approved by the Municipality and is in compliance with the Act.

(l) "Community" shall have the same meaning as "Development" as hereinafter defined.

(m) "Controlled Facilities" shall mean and refer to any facilities benefitting the Community that are not located within the area devoted to Common Facilities but are controlled and managed by the Association pursuant to the Declaration and the First and Second Amendments thereto and this Third Amendment, but only maintained, repaired, insured, improved or replaced as provided herein. It shall include the Trail system and storm water management facilities located on the lots or other phases of StoneyBrook benefitting the Community and the land around the town homes as described in the StoneyBrook Declaration, as well as the parking facilities shown within the title lines of lots 70 to 78, together with improvements thereon shown on the recorded final Plans of the Property.

(n) "Declarant" shall mean and refer to RGR Developers, LP its successors and assigns, if successors or assigns (i) should acquire more than one undeveloped Lot from the Declarant for the purpose of development, and (ii) succeeds under Section 5304 of the Act to any Special Declarant Rights, subject to the restrictions of that Section.

(o) "Development" shall mean the development of the StoneyBrook Planned Community.

(p) "Dwelling" means a residence, designed, constructed and occupied as a single family residence, or a townhouse residence and located on a Lot subject to this Declaration. Each separate dwelling shall be subject to all of the rights, privileges and duties set forth herein. A Dwelling and the land on which it is situated are collectively synonymous with the term "Lot."

(q) "Fine" or "Fines" means monetary penalties authorized to be imposed on Owners by the Association for violation of any of the terms and conditions of the Declaration and any amendments thereto, the Bylaws, or any rules and regulations ("Rules and Regulations") adopted by the Association in accordance with the Declaration and any amendments thereto or Bylaws. Such monetary penalties shall include, without limitation, fees, charges, late charges, fines and interest, and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association from the Owner or enforcement of the provisions of the Declaration or any amendments thereto, Bylaws, or Rules or Regulations.

(r) "Limited Controlled Facilities" shall mean the Controlled Facilities that are for the exclusive use of one or more but fewer than all of the Lots. They shall include Alley A and the lands as described in the Declaration.

(s) "Member" shall mean and refer to all those owners who are members of the Association. Every Owner of a Lot which is subject to assessment shall be member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(t) "Municipality" shall mean and refer to the municipality within which the property is located, being West Donegal Township, situate in Lancaster County, Pennsylvania.

(u) "Officers" shall mean the Officers of the Association elected by the Board.

(v) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including individuals having any interest under the terms of an installment sales agreement, but excluding those having such interest merely as security for the performance of an obligation.

(w) "Period of Declarant Control" shall mean that period established under the Declaration or any amendments thereto wherein Declarant has the right to appoint and remove Officers and Members of the Board.

(x) "Plat" or "Plans" shall mean and refer to the Phase 3A Plan referenced above and the Final Subdivision/Land Development Plan for StoneyBrook Phase 3A, prepared by D.C. Gohn Associates, Inc. dated July 13, 2021, last amended on November 30, 2020 and recorded in the Recorder of Deeds Office in and for Lancaster County on July 13, 2021 at Instrument No. 2021-0262-J as the same may, however, be further revised in accordance with applicable ordinances, with any such revisions to be subject to the approval of the Municipality. "Plat" or "Plans" shall also mean and refer to the Phase 3A Plan referenced above and the Final Subdivision/Land Development Plan for Phase 3A, recorded as above referenced.

(y) "Property" shall refer to all lands, both Lots and Common Elements, which comprise the Property and includes all of the land identified as Phase 1A of the Final Subdivision

Plan for Phase 1A, StoneyBrook recorded at Instrument No. 5830892-J, all of the land within Phase 1B shown on the Phase 1B Plan recorded at Instrument #2014-0288-J, except that Lot 317A, if dedicated to the Township and accepted by the Township shall for all purposes cease to be subject to the Declaration. Property shall refer also to all lands, both Lots and Common Elements, which comprise the Property and includes all of the land within and identified on the Phase 1C Subdivision Plan recorded at Instrument # 2018-0211-J and shall also refer to all lands, both Lots and Common elements, which comprise the Property and includes all of the land within and identified on the Phase 2A Subdivision Pan recorded at Instrument #2021-0197-J It shall also refer to and apply to all lands both Lots and Common Elements and include all of the land within and identified on the Phase 3A Plan to be recorded in the said Recorder of Deeds Office.

(z) "Roads" shall refer to publicly dedicated streets within the Community and shall include Farmington Lane.

(aa) "Lot" means the part of the Property designed or intended for residential use, and on which a dwelling house will be constructed. The term "Lot" shall include the land and any structure erected on it. There are a total of 9 single family residences in Phase 1A that have been developed. Located in Phase 1B are a total of 27 single family Lots and 26 townhouse Lots. Lot 118 contains an existing dwelling house thereon erected. Lot 317 is designated as open space. Lot shall not include the Common Facilities, the Controlled Facilities or the Limited Controlled Facilities except only for and to the extent that Lots 70 through 78 contain Alley A and off street parking facilities. "Lot" shall also mean all thirty-eight (38) of the lots shown on the Final Subdivision Plan for Phase 1C, recorded as above-referenced. Lot shall also mean all twenty-four (24) Lots shown on Phase 2A of the Plan. Lot shall also mean all 18 single family lots and all 16 townhouse lots shown on the Phase 3A Plan.

## ARTICLE II - DESCRIPTION OF LOTS AND COMMON ELEMENTS

2.01 Lot Boundaries. The boundaries of each Lot are coterminous with the legal description of each Lot as depicted on the Plans.

2.02 Maximum Number of Lots. The number of Lots that may be created in StoneyBrook Phase 3A is eighteen (18) single-family Lots and sixteen (16) townhouse lots. No individual Lots may be further subdivided.

2.03 Description of Common Elements. Descriptions of the Common Elements of the Community including both Common Facilities, Limited Common Facilities or Areas and Controlled Facilities are contained in Article I Definitions. There are no timeshare estates created under this Declaration.

2.04 Flexibility of the Community. Stoney Brook Phase 1A is and was intended to be a flexible planned community and StoneyBrook Phases 1B and 1C and 2A were intended to be a flexible planned community as such term is defined under the Act. Further, StoneyBrook Phase

3A is intended to be part of a flexible planned community as well. In particular, Declarant reserves the options to add additional real estate to the Community with no assurances to the order of addition and to create additional Lots or Limited Common Elements or both. Those lots will be a maximum of 194 as shown and designated on Phase 2B, and Phase 4, on page 4 of 32 of the Plan which said Plan is incorporated in this paragraph 2.04 as if set forth in full. The time limit for adding real estate shall be as set forth in the law, under 68 Pa.C.S. Section 5206(2) of the Act which provides that it shall not exceed the later of “... (i) ten (10) years after the recording of the Declaration, or (ii) in the case of a preliminary plat 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 by the municipal governing body...”.

ARTICLE III - MISCELLANEOUS

12.08 Any of the provisions of the Declaration, the First Amendment and the Second Amendment which are not inconsistent herewith shall remain in full force and effect and unaltered by the execution and recording of this Third Amendment to the Declaration.

12.09 It is understood, acknowledged and agreed by the Declarant that no construction can take place on any Lot in Phase 3A as shown on the Plans until such time as the Phase 3A Plan is recorded.

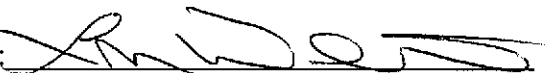
12.10 The StoneyBrook HOA joins in this Third Amendment to the Declaration to indicate its acknowledgement of and agreement to all of the term provisions and conditions hereof.

IN WITNESS WHEREOF, Declarant and Association have hereunto set their hands and seals the day, month and year first above written.

WITNESS:

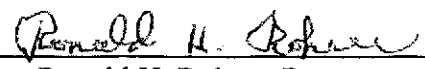
STONEYBROOK OF  
ELIZABETHTOWN HOA, INC.

\_\_\_\_\_

By: 

RGR DEVELOPERS, LP  
By: RONALD H. ROHRER, INC.,  
General Partner

\_\_\_\_\_

By:   
Ronald H. Rohrer, Pres.

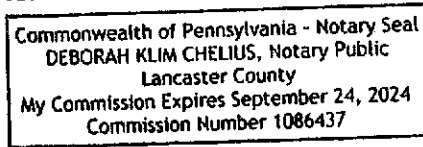
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LANCASTER )

On this, the 15 day of July, 2021, before me a Notary Public, the undersigned officer, personally appeared Louis M Waters, who acknowledged himself/herself to be the President of StoneyBrook of Elizabethtown HOA, Inc., and that he/she, as such President, being authorized to do so, executed the foregoing Instrument for the purposes therein contained by signing their name as said Officer

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

Deborah Klim Chelius  
Notary Public

My Commission Expires:



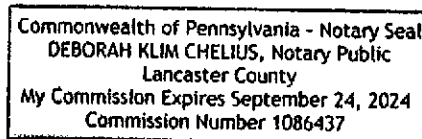
COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF LANCASTER )

On this, the 15 day of July, 2021, before me a Notary Public, the undersigned officer, personally appeared Ronald H. Rohrer, President of Ronald H. Rohrer, Inc., general partner for RGR Developers, LP, who acknowledged himself/herself to be the President and that he, as such president, being authorized to do so, executed the foregoing Instrument for the purposes therein contained by signing his name as president.

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

Deborah Klim Chelius  
Notary Public

My Commission Expires:



**ALL THAT CERTAIN** tract of land lying north of the dedicated right-of-way line of West Ridge Road (T-855), in the Township of West Donegal, County of Lancaster, Commonwealth of Pennsylvania, being a portion of Lot 318 as shown on Subdivision Plan Document No. 2017-0167-J, and being more thoroughly depicted on a "Final Subdivision Plan For Lot Phase 3A, StoneyBrook, A Planned Community", prepared by D.C. Gohn Associates, Inc., Drawing No.: CG-CG-2693I, last revision date of November 30, 2020, recorded in the Lancaster County Recorder of Deeds Office as Document No 2021-0262-J on July 13, 2021 and being more particularly described as follows:

From a **POINT OF BEGINNING** that lies South 36 degrees 19 minutes 07 seconds East, at a distance of 372.07 feet from a stone monument at a corner of land, now or formerly, of Masonic Homes (Deed Book O-70-316), a common corner with other land, now or formerly of masonic Temple (Deed Book T-36-561); thence from said beginning point, run along said land, now or formerly, of Masonic Homes, extending the line from said stone monument, South 36 degrees 19 minutes 07 seconds East, a distance of 46.51 feet to a concrete monument at a corner of said land; thence run North 54 degrees 44 minutes 06 seconds East, a distance of 187.79 feet to a corner of Lot 17 of StoneyBrook Phase 1B, recorded as Subdivision Plan 2014-0288-J; thence run along said Lot 17 and Lot 18, South 03 degrees 59 minutes 25 seconds East, a distance of 162.36 feet to a corner of Lot 18; thence continue along Lot 18, run South 30 degrees 10 minutes 47 seconds East, a distance of 93.13 feet to a corner of Lot 19; thence run along Lot 19, South 56 degrees 22 minutes 09 seconds East, a distance of 91.09 feet to a corner of said Lot 19; thence continue along the same, run South 71 degrees 15 minutes 11 seconds East, a distance of 22.64 feet to a corner of Lot 20; thence run South 60 degrees 39 minutes 00 seconds East, a distance of 67.47 feet to a corner of Lot 21; thence run along said Lot 21, South 29 degrees 21 minutes 22 seconds East, a distance of 74.49 feet to a point on the northerly right-of-way line of Randolph Drive, said point being at the beginning of a curve turning to the right and concave in a northerly direction, said curve having a radius of 370.00 feet, a central angle of 01 degrees 54 minutes 37 seconds, and a chord bearing and distance of South 68 degrees 32 minutes 24 seconds West, 12.34 feet; thence run along the arc of said curve and right-of-way line, a distance of 12.34 feet to a point of tangency; thence continue along said right-of-way line, run South 69 degrees 29 minutes 43 seconds West, a distance of 49.72 feet to a point at the beginning of a curve turning to the left and concave in a southeasterly direction, said curve having a radius of 430.00 feet, a central angle of 20 degrees 16 minutes 55 seconds, and a chord bearing

and distance of South 59 degrees 21 minutes 16 seconds West, 151.42 feet; thence run along the arc of said curve, a distance of 152.21 feet to a point at the beginning of a curve turning to the right and concave in a northerly direction, said curve having a radius of 15.00 feet, a central angle of 84 degrees 50 minutes 34 seconds, and a chord bearing and distance of North 88 degrees 21 minutes 55 seconds West, 20.24 feet; thence run along the arc of said curve, a distance of 22.21 feet to a point of tangency; thence run North 45 degrees 56 minutes 37 seconds West, a distance of 8.70 feet to a point; thence run South 44 degrees 03 minutes 23 seconds West, a distance of 50.00 feet to a point; thence run South 45 degrees 56 minutes 37 seconds East, a distance of 8.70 feet to a point at the beginning of a curve turning to the right and concave in a westerly direction, said curve having a radius of 15.00 feet, a central angle of 84 degrees 50 minutes 34 seconds, and a chord bearing and distance of South 03 degrees 31 minutes 20 seconds East, 20.24 feet; thence run along the arc of said curve, a distance of 22.21 feet to a point at the beginning of a curve turning to the left and concave in a southeasterly direction, said curve having a radius of 430.00 feet, a central angle of 08 degrees 17 minutes 04 seconds, and a chord bearing and distance of South 34 degrees 45 minutes 25 seconds West, 62.12 feet; thence run along the arc of said curve, and right-of-way line of Randolph Drive, a distance of 62.17 feet to a point at the beginning of a curve turning to the right and concave in a northerly direction, said curve having a radius of 15.00 feet, a central angle of 85 degrees 29 minutes 20 seconds, and a chord bearing and distance of South 73 degrees 21 minutes 33 seconds West, 20.36 feet; thence run along the arc of said curve, a distance of 22.38 feet to a point; thence run along the northeasterly right-of-way line of a portion of Lindsey Lane, North 63 degrees 53 minutes 23 seconds West, a distance of 81.60 feet to a point; thence run South 26 degrees 51 minutes 10 seconds West, a distance of 40.00 feet to a point on the southwesterly right-of-way line of said Lindsey Lane; thence run along a proposed portion of Lindsey Lane, continuing along the perimeter of Phase 1B, North 63 degrees 55 minutes 02 seconds West, a distance of 26.17 feet to a point at the beginning of a curve turning to the left and concave in a southerly direction, said curve having a radius of 80.00 feet, a central angle of 24 degrees 47 minutes 59 seconds, and a chord bearing and distance of North 76 degrees 19 minutes 00 seconds West, 34.36 feet; thence run along the arc of said curve, a distance of 34.63 feet to a corner of Lot 78; thence departing said proposed right-of-way line, run along said Lot 78, South 03 degrees 54

minutes 55 seconds East, a distance of 119.46 feet; thence run South 86 degrees 29 minutes 51 seconds West, a distance of 42.00 feet; thence continue along Lot 78, and along Lots 77 and 76, run South 01 degrees 01 minutes 01 seconds East, a distance of 115.60 feet to a corner of Lot 75; thence run along Lot 75, 74 and 73, South 35 degrees 01 minutes 09 seconds West, a distance of 77.63 feet to a corner of Lot 72; thence run along Lot 72, 71 and 70, South 83 degrees 41 minutes 13 seconds West, a distance of 107.46 feet to the northwest corner of said Lot 70; thence run along the west line of said Lot 70, South 03 degrees 54 minutes 55 seconds East, a distance of 75.00 feet to a point on said west line; thence departing said Phase 1B, run along the north line of Lot 79 of StoneyBrook, Phase 1C, as recorded in Subdivision Plan 2018-0211-J, South 86 degrees 05 minutes 05 seconds West, a distance of 100.00 feet to the northwest corner thereof, being on the east right-of-way line of Stoneybrook Lane; thence run along said east right-of-way line, run North 03 degrees 54 minutes 55 seconds West, a distance of 29.06 feet to a point; thence crossing said road, run South 86 degrees 05 minutes 05 seconds West, a distance of 50.00 feet to the northeast corner of Lot 98 of said Phase 1C; thence run along Lot 98, South 86 degrees 05 minutes 05 seconds West, a distance of 106.53 feet to the northwest corner of said Lot 98; thence departing Phase 1C, run over and through land, now or formerly, of Robert Gruber (Deed 6180767, Subdivision Plan 2017-0167-J), being Lot 318, North 11 degrees 53 minutes 01 seconds West, a distance of 86.33 feet; thence run North 09 degrees 11 minutes 46 seconds West, a distance of 84.94 feet to a point at the beginning of a curve turning to the right and concave in a southerly direction, said curve having a radius of 225.00 feet, a central angle of 05 degrees 16 minutes 51 seconds, and a chord bearing and distance of North 83 degrees 26 minutes 39 seconds East, 20.73 feet; thence run along the arc of said curve, a distance of 20.74 feet; thence run North 86 degrees 05 minutes 05 seconds East, a distance of 90.61 feet; thence run North 03 degrees 54 minutes 55 seconds West, a distance of 50.00 feet; thence run South 86 degrees 05 minutes 05 seconds West, a distance of 60.00 feet; thence run North 03 degrees 54 minutes 55 seconds West, a distance of 135.43 feet; thence run North 76 degrees 22 minutes 39 seconds East, a distance of 11.31 feet; thence run North 13 degrees 50 minutes 34 seconds West, a distance of 135.39 feet; thence run North 13 degrees 50 minutes 34 seconds West, a distance of 50.00 feet to a point at the beginning of a curve turning to the right and concave in a southerly direction, said curve having a

radius of 1045.00 feet, a central angle of 00 degrees 24 minutes 52 seconds, and a chord bearing and distance of North 76 degrees 21 minutes 52 seconds East, 7.56 feet; thence run along the arc of said curve, a distance of 7.56 feet; thence run North 12 degrees 55 minutes 57 seconds West, a distance of 120.01 feet; thence run South 88 degrees 03 minutes 55 seconds East, a distance of 109.17 feet to a point at the beginning of a curve turning to the right and concave in a easterly direction, said curve having a radius of 275.00 feet, a central angle of 27 degrees 21 minutes 34 seconds, and a chord bearing and distance of North 15 degrees 36 minutes 52 seconds East, 130.07 feet; thence run along the arc of said curve, a distance of 131.32 feet; thence run South 61 degrees 19 minutes 52 seconds East, a distance of 50.00 feet to a point at the beginning of a curve turning to the right and concave in a southeasterly direction, said curve having a radius of 225.00 feet, a central angle of 20 degrees 42 minutes 42 seconds, and a chord bearing and distance of North 39 degrees 47 minutes 20 seconds East, 80.89 feet; thence run along the arc of said curve, a distance of 81.33 feet; thence run North 50 degrees 08 minutes 40 seconds East, a distance of 3.55 feet; thence run South 39 degrees 51 minutes 20 seconds East, a distance of 10.00 feet; thence run South 36 degrees 19 minutes 07 seconds East, a distance of 80.29 feet; thence run North 53 degrees 40 minutes 53 seconds East, a distance of 246.73 feet to the **POINT OF BEGINNING**.

**ABOVE DESCRIBE LAND CONTAINING** an area of 10.792 acres or 470,081.65 square feet.

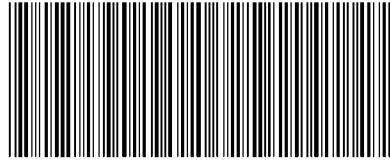
**Lancaster County**

Ann M. Hess  
 Recorder of Deeds  
 150 N. Queen Street  
 Suite 315  
 Lancaster, PA 17603  
 Phone: 717-299-8238  
 Fax: 717-299-8393



INSTRUMENT # : 6716739

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**LANCASTER COUNTY ROD****OFFICIAL RECORDING COVER PAGE**

Page 1 of 5

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**Transaction Reference:** eSecureFile : 15510755  
**Document Reference:**

**Transaction #:** 4094114 - 1 Doc(s)  
**Document Page Count:** 4  
**Operator Id:** hhair

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 Russell, Krafft & Gruber, LLP - WEST DONEGAL  
 TOWNSHIP  
 930 Red Rose Ct Suite 300  
 Lancaster, PA 17601  
 (717) 293-9293

**SUBMITTED BY:**  
 Russell, Krafft & Gruber, LLP - WEST DONEGAL  
 TOWNSHIP  
 930 Red Rose Ct Suite 300  
 Lancaster, PA 17601

**\* PROPERTY DATA:**

Parcel ID #:

Municipality:

School District:

**\* ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
RECORDING FEE: MISC - NON MORTGAGE	\$13.00
<b>Total:</b>	<b>\$18.50</b>

INSTRUMENT # : 6716739

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Ann M. Hess  
 Recorder of Deeds

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***Prepared by and Return to:***

Aaron S. Marines, Esquire  
Russell, Krafft & Gruber, LLP  
Hempfield Center, Suite 300  
930 Red Rose Court  
Lancaster, PA 17601  
(717) 293-9293

West Donegal Township, Lancaster County

**FOURTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS OF STONEYBROOK, A  
PLANNED COMMUNITY**

This Fourth Amendment is made this 3<sup>rd</sup> day of November, 2022, by the Executive Board of the Stoneybrook of Elizabethtown HOA, Inc. (the "Executive Board").

**BACKGROUND**

A. Pursuant to a Declaration of Covenants, Conditions, Easements and Restrictions of Stoneybrook, A Planned Community recorded by RGR Developers, LP (the "Declarant") on November 30, 2010 in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, as Instrument No. 5897471, and last amended by the Third Amendment to Declaration, recorded on July 5, 2021, Instrument No. 6617598 (the "Declaration"), the Declarant submitted certain real estate, together with the buildings and improvements thereon erected, to the Declaration and to the provisions of the Uniform Planned Community Act, 68 Pa.C.S. §5101 et seq., as amended (the "Act"). The Declarant created a Planned Community known as Stoneybrook, A Planned Community (the "Planned Community"), which is located in the West Donegal Township, Lancaster County, Pennsylvania.

B. Pursuant to Section 11.05 of the Declaration and Section 5219 of the Act, the Declaration may be amended by the vote or agreement of Unit Owners of Units to which at least sixty-seven (67%) percent of the vote in the Association are allocated.

C. The undersigned, on behalf of the Executive Board of the Association confirms that this amendment has been agreed upon by Unit Owners of Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated.

All capitalized terms used herein that are not defined herein shall have the meanings specified in the Declaration.

NOW, THEREFORE, intending to be legally bound, the Executive Board does hereby amend the Declaration as follows:

1. The following Section 3.11 is added:

3.11 Limitation on Rental Units:

- (a) Limitation on Leases. No Owner may lease his or her Lot.
- (b) Exceptions to Prohibition on Leases. A Lot may be leased in excess of the limitations in Sections (a), above, only if one of the following conditions apply:
  1. Any leases of any Lot which is currently leased as of the time of this Amendment, so long as the Lot continues to be owned by the same Lot Owner, provided, however, that the Executive Board shall have the sole determination of whether a Unit is subject to a lease as of the execution of this Amendment. The exemption provided by this section shall apply to any lease, whether or not with the same tenants, of a Lot that is currently leased at the time of this Amendment. This exemption shall not apply after ownership of a currently leased Lot is conveyed, by any means, to another person.
  2. Any lease between or among immediate family members. If a Lot is permitted to be leased according to Section (b)1. above, and the Lot becomes occupied by an immediate family member of the Owner, then the Lot shall be considered to be owner-occupied at that time, and the exception in (b)1. shall no longer apply.
- (c) If an Owner is permitted to lease the Lot pursuant to one of the exceptions of Section (b), above, the following requirements apply:
  1. No Lot may be leased for transient or hotel purposes or for an initial term of less than one year. Short term or vacation rentals, regardless of whether such rental includes part or all of the dwelling, are prohibited.
  2. No Lot may be leased without a written lease.
  3. A copy of such lease shall be furnished to the Executive Board within ten (10) days after execution thereof and will remain on file with the Executive Board. The

Owner shall notify and provide written notification of any change to lessees or any terms of the lease.

4. The rights of any lessee of the Lot shall be subject to, and each such lessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease; provided, however, that the foregoing shall not impose any direct liability on any lessee of a Lot to pay any assessments on behalf of the Owner of that Lot.
  5. Each Owner shall supply the new tenant with copies of the Declaration, Bylaws, and any rules and regulations in effect. The Executive Board may set a reasonable fee to provide these documents to the lessee, or for any other administrative expense caused by or arising from the lease.
  6. An Owner must lease not less than the entire Lot to a lessee.
  7. No "for rent" or other similar signs may be placed on the Lot, including any location inside the house that is visible from the outside.
  8. If any Owner leasing a Lot lives more than ten miles from the Lot, the Owner must use a local property manager to lease the Lot and must provide the contact information of the property manager to the Board.
  9. The Association may create additional Rules and Regulations, including requiring the names, addresses and contact information of lessees, drivers license information, license plate numbers or similar information.
- (d) Enforcement of Leasing Requirements. The Executive Board may create rules and regulations and procedures necessary to administer this Section 3.11, and to establish fines, together with any other appropriate legal actions, to be assessed against any Unit Owner violating these provisions.

2. Except as specifically amended hereby, all other terms and provisions of the Declaration shall remain in full force and effect.



**Lancaster County**

Ann M. Hess  
 Recorder of Deeds  
 150 N. Queen Street  
 Suite 315  
 Lancaster, PA 17603  
 Phone: 717-299-8238  
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INSTRUMENT # : 6716741  
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Page 1 of 4

<b>Document Type:</b> MISC - NON MORTGAGE	<b>Transaction #:</b> 4094117 - 1 Doc(s)
<b>Transaction Reference:</b> eSecureFile : 15510996	<b>Document Page Count:</b> 3
<b>Document Reference:</b>	<b>Operator Id:</b> tprice

<b>RETURN TO:</b> (Simplifile) Russell, Krafft & Gruber, LLP - WEST DONEGAL TOWNSHIP 930 Red Rose Ct Suite 300 Lancaster, PA 17601 (717) 293-9293	<b>SUBMITTED BY:</b> Russell, Krafft & Gruber, LLP - WEST DONEGAL TOWNSHIP 930 Red Rose Ct Suite 300 Lancaster, PA 17601
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Ann M. Hess  
 Recorder of Deeds

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***Prepared by and Return to:***

Aaron S. Marines, Esquire  
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101 North Pointe Boulevard, Suite 202  
Lancaster, PA 17601  
(717) 293-9293

West Donegal Township, Lancaster County

**FIFTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS OF STONEYBROOK, A  
PLANNED COMMUNITY**

This Fifth Amendment is made this 3<sup>rd</sup> day of November, 2022, by the Executive Board of the Stoneybrook of Elizabethtown HOA, Inc. (the "Executive Board").

**BACKGROUND**

A. Pursuant to a Declaration of Covenants, Conditions, Easements and Restrictions of Stoneybrook, A Planned Community recorded by RGR Developers, LP (the "Declarant") on November 30, 2010 in the Office of the Recorder of Deeds of Lancaster County, Pennsylvania, as Instrument No. 5897471, and last amended by the Fourth Amendment to Declaration, recorded on December 15, 2022 as Instrument No. 6716739 (the "Declaration"), the Declarant submitted certain real estate, together with the buildings and improvements thereon erected, to the Declaration and to the provisions of the Uniform Planned Community Act, 68 Pa.C.S. §5101 et seq., as amended (the "Act"). The Declarant created a Planned Community known as Stoneybrook, A Planned Community (the "Planned Community"), which is located in the West Donegal Township, Lancaster County, Pennsylvania.

B. Pursuant to Section 11.05 of the Declaration and Section 5219 of the Act, the Declaration may be amended by the vote or agreement of Unit Owners of Units to which at least sixty-seven (67%) percent of the vote in the Association are allocated.

C. The undersigned, on behalf of the Executive Board of the Association confirms that this amendment has been agreed upon by Unit Owners of Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated.

All capitalized terms used herein that are not defined herein shall have the meanings specified in the Declaration.

NOW, THEREFORE, intending to be legally bound, the Executive Board does hereby amend the Declaration as follows:

1. Section 3.10(b), as amended by the First Amendment to the Declaration, is deleted in its entirety, and replaced with the following:

(b) Any townhouse or duplex Lot shall be maintained by the Association as provided for in Section 9.01(b)(ii). The costs of this maintenance, including snow removal, lawn maintenance and mowing, will be assessed to the Owners of these Lots. All single-family Lots shall be maintained by the Owner as provided for in Section 9.01(b)(i). Each Owner of a single-family Lot will be responsible for their own outside maintenance to include snow removal, lawn maintenance and mowing. All single-family Lots will have equal Common Expense Assessments.

2. Except as specifically amended hereby, all other terms and provisions of the Declaration shall remain in full force and effect.

*[signature page to follow]*



**AMENDED AND RESTATED BYLAWS**  
**OF**  
**STONEBROOK OF ELIZABETHTOWN HOA, INC.**

**SECTION ONE. INTRODUCTORY PROVISIONS**

1.1. Applicability. These Bylaws provide for the governance of the Association pursuant to the requirements of Section 5306 of the Pennsylvania Uniform Planned Communities Act, 68 P.S. §5101, *et seq.*, as amended (the “Act”), with respect to Stoneybrook of Elizabethtown HOA, Inc. (the “Planned Community”) created by recording the Declaration among the records of the Lancaster County Recorder of Deeds (the “Declaration”). These bylaws shall govern the administration and management of the association and the Planned Community.

1.2. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws pertain or, if not defined therein, the meanings specified or used for such terms in the Act.

A. "Independent reviewer." A person who is selected by the Executive Board and satisfies all of the following:

i. Holds a certificate as a certified public accountant issued by the Commonwealth, is licensed to practice law in this Commonwealth or is a vote management system.

ii. Is not a Lot Owner, directly or indirectly.

iii. Has no immediate family relationship with a Lot Owner or the planned community manager.

iv. Has no financial interest shared with a Lot Owner or the planned community manager.

v. If compensated by the Association or the planned community manager, has disclosed the terms of the compensation to all Lot Owners of the planned community at a scheduled meeting.

1.3. Compliance. Pursuant to the provisions of the Act, every Lot Owner and all persons entitled to occupy a Lot shall comply with these Bylaws.

1.4. Office. The registered office of the Association and the Executive Board shall be located at PO BOX 149 Elizabethtown, PA 17022 or such other place as may be designated from time to time by the Executive Board.

1.5. Incorporation of Statutory Law. Except as expressly provided herein, in the Declaration, or in the Act, the Association shall be governed by the provisions of the Non-Profit Corporation Law of 1988 of the Commonwealth of Pennsylvania, 15 Pa.C.S. §5101, *et seq.*, as it may be amended from time to time (the “Corporation Law”). The “Board of Directors” described therein shall be referred to herein and in the Declaration as the “Executive Board.”

## SECTION TWO. THE ASSOCIATION

2.1. Responsibility. The Association shall have the responsibility of administering the Planned Community, establishing the means and methods of collecting assessments and charges, arranging for the management of the Planned Community and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration.

2.2. Annual Meeting. The annual meetings of the Association shall be held on the second Wednesday of March of each year, unless such date shall occur on a holiday or other extenuating circumstances prohibit holding the meeting on that date, in which event the meetings shall be held as close to the second Wednesday in March as is reasonably possible. At such annual meetings the Executive Board shall be elected by ballot of the Lot Owners in accordance with the requirements of Section 3.3 of these Bylaws (subject to the Declaration) and such other business as may properly come before the meeting may be transacted.

2.3. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Lot Owners as may be designated by the Executive Board.

2.4. Special Meetings. The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by Lot Owners entitled to cast at least ten percent (10%) of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within forty-five days after receipt by the President of such resolution or petition; however, if the purpose includes the consideration of the rejection of a budget such meeting shall be held within thirty (30) days after receipt by the President of such resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

2.5. Notice of Meetings. The Secretary shall give to each Lot Owner a notice of each annual meeting or regularly-scheduled meeting or special meeting of the Association at least fourteen (14) but not more than sixty (60) days, prior to such meeting, stating the time, place and purpose thereof, including, without limitation, any proposed budget or assessment changes, the general nature of any proposed amendment to the Bylaws or Declaration, and any proposal to remove an Executive Board member or Officer. The giving of a notice of meeting in the manner provided in this Section of these Bylaws shall be considered service of notice.

2.6. Methods of Notice. Notice of meetings (including virtual) of the Association may be given by:

A. first class or express mail, postage prepaid, or courier service, charges prepaid, to the mailing address of each Lot or to any other mailing address designated in writing

by the unit owner. Notice under this paragraph shall be deemed to have been given to a Lot Owner when deposited in the United States mail or with a courier service for delivery to the Lot Owner.

B. facsimile transmission, e-mail or other electronic communication to the Lot Owner's facsimile number or address for e-mail or other electronic communications supplied by the Lot Owner, provided that the Lot Owner has agreed in writing to accept the notice by electronic means. Notice under this paragraph shall be deemed to have been given to the unit owner when sent.

2.7. Quorum. The presence in person or by proxy of Lot Owners holding twenty percent (20%) or more of the aggregate votes of all Lot Owners shall constitute a quorum at all meetings of the Association. If available, a Member may participate in a meeting of the Association by means of a conference telephone or other remote electronic technology, including the Internet, which allows participants in the meeting to hear each other. Participation in a meeting as authorized under this subsection shall be deemed in-person attendance at the meeting.

2.8. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, the Board may choose to adjourn the meeting. The adjourned meeting shall be reconvened not less than seven (7) nor more than thirty (30) days from the date of the original meeting. At such second meeting, a quorum at such second meeting shall be the number of Members present at the re-convened meeting.

2.9. Voting. Each Lot Owner shall be entitled to one vote at all meetings of the Association. If the owner of a Lot is a corporation, limited liability company, or partnership, the natural person who shall be entitled to cast the votes for such Lot shall be the natural person named by such entity pursuant to its governing documents and certified as such to the Association. If the owner of a Lot is more than one Person, the Person who shall be entitled to cast the votes of such Lot shall be the natural person named in a certificate executed by all of the owners of such Lot and filed with the Secretary or, in the absence of such named person, the person owning such Lot who is present. If more than one of the multiple Owners is present, then such votes shall be cast only in accordance with their unanimous agreement pursuant to Section 5301(a) of the Act. In all elections for Executive Board members, each Lot Owner shall be entitled to cast the votes allocated to that Lot for each vacancy to be filled. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if Executive Board members are being elected to unequal terms, the candidates receiving the highest number of votes shall be elected to the longest terms. No votes allocated to a Lot owned by the Association may be cast. There shall be no cumulative or class voting.

The Executive Board may suspend unit owners' rights, including, without limitation, the right to vote and/or the right to serve on the Executive Board or any committees, for any period during which assessments are delinquent or violations of the declaration, bylaws and rules and regulations remain uncured.

2.10. Proxies. A vote may be cast in person or by proxy. If a Lot is owned by more than one Person, each Owner of the Lot may vote or register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy. Such proxy may be granted by any Lot Owner in favor of only another Lot Owner or a holder of a mortgage on a Lot. Proxies shall be duly

executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the Person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated and purports to be revocable without notice.

2.11. Pre-Election Sessions: In the event that there are more candidates than open positions on the Executive Board, then, upon request of one or more of the Candidates, the Association shall hold a special session at least seven days before the election to allow the Lot Owners to meet each candidate. Each candidate shall have equal time to address the Lot Owners during this meeting.

2.12. Conduct of Meetings. The President (or in the President's absence, one of the vice-presidents) shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meetings.

A. Meetings may be held in person or through electronic means, including without limitation, any combination of audio and/or video conferencing where all Lot Owners participating in the meeting can hear each other, as determined by the Executive Board. Participation in a meeting pursuant to this section shall constitute a Lot Owner's presence in person at the meeting.

B. Approved methods of voting. The voting rights of a Lot Owner may be cast or given in the following ways: in person or by proxy at a meeting of the Association or by absentee or electronic ballot.

C. An absentee or electronic ballot may:

i. be counted as a Lot Owner present and voting for the purpose of establishing a quorum, and otherwise, only for agenda items appearing on the ballot.

ii. not be counted even if properly delivered, if the Lot Owner attends the meeting to vote in person. A vote cast at a meeting by a Lot Owner supersedes a vote submitted by absentee or electronic ballot previously submitted.

D. The term "electronic ballot" means a ballot cast or given by electronic transmission over the internet, vote management system or the Association's community network, whether by direct connection, intranet, telecopier, electronic mail or other technological means, if:

i. the identity of the Lot Owner submitting the ballot can be confirmed  
and

ii. a receipt of the electronic transmission and ballot can be made available to the Lot Owner.

E. Acclamation. -- In the event that an election for a position on the Executive Board is uncontested, the officer or chair presiding at the election meeting may declare the nominee elected by acclamation after determining there are no further nominations.

2.13. Recorded Meeting. At the sole discretion of the Executive Board, meetings of the Association may be recorded by the Executive Board via audio or video technology, provided that an announcement is made by the presiding officer at the commencement of the meeting that the meeting will be recorded. A recorded meeting under this subsection shall be maintained and available to Lot Owners for a period of no less than six months after the date of the meeting.

### **SECTION THREE. EXECUTIVE BOARD**

3.1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of not fewer than three nor more than seven, members, all of whom shall be natural persons and Lot Owners.

3.2. Delegation of Powers: Managing Agent. The Executive Board may employ for the Planned Community a “Managing Agent” at a compensation established by the Executive Board. The Managing Agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these Bylaws; provided, however, where a Managing Agent does not have the power to act under the Act, the Declaration or these Bylaws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration and these Bylaws other than the following powers:

- A. To adopt the annual budget and any amendment thereto or to assess any Common Expenses;
- B. To adopt, repeal or amend Rules and Regulations;
- C. To designate signatories on Association bank accounts;
- D. To borrow money on behalf of the Association;
- E. To acquire and mortgage Lots;
- F. To allocate Limited Common Elements.

Any contract with the Managing Agent shall be presented to the Association if said contract will impact the annual budget. Said contract must provide that it may be terminated with cause on no more than thirty days’ written notice and without cause on no more than ninety days’ written notice. The term of any such contract may not exceed one year. No individual person who is a resident or a unit owner may serve as a Managing Agent.

3.3. Election and Term of Office.

A. At the annual meeting of the Association, subject to the Declaration and Section 2.2 of these Bylaws, the election of members of the Executive Board shall be held. The term of office of any Executive Board member to be elected (except as set forth in Section 3.5) shall be fixed at two years. It is the intention of these Bylaws that approximately half of the Board Members’ terms expire each year. In the event that it is necessary to stagger terms in order to elect half of the Board in any given year, the Members elected to the Board receiving the most votes

shall receive two-year terms, and the Members receiving the fewest votes shall be elected for one-year terms. The members of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal or resignation. An Executive Board member may serve an unlimited number of terms and may succeed him or herself.

B. The Executive Board may establish nominating procedures, provided that if there is fewer than two nominations for any position to be elected, that the Association shall also accept nominations from the floor on the date of the election meeting.

3.4. Removal or Resignation of Members of the Executive Board. A Board Member may be removed, with or without cause, by a two-thirds vote of all Members present and entitled to vote at any meeting of the Lot Owners at which a quorum is present, provided notice of the intention to remove the Executive Board Member is given with the notice of the meeting at which such removal is considered. If an Executive Board Member is removed pursuant to this Section, a replacement shall be elected immediately and shall serve the remainder of the removed Member's unexpired term. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon the transfer of title to his or her Lot.

3.5. Vacancies. Vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of Lot Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board for the remainder of the term of the member being replaced. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

3.6. Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within 30 days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting.

3.7. Regular Meeting. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least every six months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member, by mail, email or facsimile, at least three business days prior to the day named for such meeting.

3.8. Special Meetings. Special meetings of the Executive Board may be called by the President on at least three business days' notice to each member, given by mail, email or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Executive Board.

3.9. Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him or her of the time, place and purpose of such meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

3.10. Quorum of the Executive Board. All the meetings of the Executive Board a majority of the members shall constitute a quorum for the transaction of business. The votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting at any time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

3.11. Compensation. Members of the Executive Board shall be reimbursed for any budgeted expenses incurred in the performance of his or her duties, upon presentation by the Member of documentation, expense statements, vouchers, or such other supporting information as the Executive Board may require, provide however, that the amount available for such expenses may be fixed in advance by the Board. The Executive Board may delegate any professional responsibility (such as accounting or collections) to any person, including a Board Member, who may be paid a fair market rate for those services. Such delegation shall be subject to the provisions of section 3.14 (conflicts of interest).

3.12. Conduct of Meetings. The President, or in his absence any vice-president, shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings.

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

3.14. Conflicts of Interest. Whenever an Executive Board member or officer has a financial or personal interest in any matter coming before the Executive Board, the affected person shall fully disclose the nature of the interest and withdraw from discussion and voting on the matter. Any transaction involving a potential conflict of interest shall be approved only when a majority of disinterested Board members determine that it is in the best interest of the Association to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval-

3.15. Inclusion of Interested Board Members in the Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation,

firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.14 hereof.

3.16. No Liability of Board Member. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or any failure to take any action shall be presumed to be in the best interests of the Association. An Executive Board member of the Association shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action, unless:

A. The Executive Board member has breached or failed to perform the duties of his or her office under this section; and

B. The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

C. The provisions of this section shall not apply to:

i. The responsibility or liability of an Executive Board member pursuant to any criminal statute; or

ii. The liability of an Executive Board member for payment of taxes pursuant to local, State or Federal law. The provisions of this Section are intended to exempt the Board members from liability for monetary damages to the maximum extent permitted under any Pennsylvania law now or hereafter in effect.

#### **SECTION FOUR. OFFICERS**

4.1. Designation. The principal officers of the Association shall be the President, the Vice-President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary. President and the Vice-President shall be members of the Executive Board. Any other officers may, but need not, be Lot Owners or members of the Executive Board. An officer other than the President may hold more than one office.

4.2. Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Board and shall hold office at the pleasure of the Executive Board.

4.3. Removal of Officers. Upon the affirmation vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

4.4. President. The President shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania including without limitation the power to appoint committees from among the unit Owners from time to time as the President may in his discretion decide is appropriate to assist in

the conduct of the affairs of the Association. The President shall cease holding such office at such time as the President ceases to be a member of the Executive Board.

4.5. Vice President. The Vice President, if the office is created, shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Executive Board shall appoint some other member of the Executive Board to act in the place of the President, or an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned to the Vice President by the Executive Board or by the President. The Vice President shall cease holding such office at such time as the Vice President ceases to be a member of the Executive Board.

4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Lot Owners and holders of mortgages on any Units hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania. The Secretary shall, upon request, provide any Person, or cause to be provided to any Person entitled thereto a written statement or certification of the information required to be provided by the Association pursuant to the Act and these Bylaws.

4.7. Treasurer. The Treasurer shall have the responsibility for the safekeeping of Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required data and be responsible for the deposit of all monies in the name of the Executive Board, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Executive Board and, in general, perform all the duties incident to the office of treasurer of a corporation or organized under the laws of Pennsylvania, including the endorsement of checks for expenses of the Association.

4.8. Execution of Documents. All agreements, contracts, deeds, leases, and other contracts of the Association for expenditures or obligations shall be executed by any two officers of the Association. All checks for expenditures shall be signed by the managing agent or the bookkeeper.

4.9. Compensation of Officers. Officers shall be reimbursed for any budgeted expenses incurred in the performance of his or her duties, upon presentation by the Member of documentation, expense statements, vouchers or such other supporting information as the Executive Board may require, provided however, that the amount available for such expenses may be fixed in advance by the Board. The Executive Board may delegate any professional responsibility (such as accounting or collections) to any person, including an Officer, who may be paid a fair market rate for those services. Such delegation shall be subject to the provisions of section 3.14 (conflicts of interest).

4.10. Other Professionals. The Executive Board may choose and contract with such other officers and agents, including but not limited to assistant Treasurers and assistant Secretaries, to assist in carrying out the prescribed responsibilities and duties of the officers and agents of the

Association. Such additional officers and agents may be Board members, subject to the provisions of section 3.14 (conflicts of interest).

## **SECTION FIVE. COMMON EXPENSES; BUDGETS**

5.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board.

5.2. Preparation and Approval of Budget.

A. At least 15 days before the start of the fiscal year, the Executive Board shall adopt an annual budget for the Association. Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements.

B. The Executive Board shall make the budget available for inspection at the Association office and shall send to each Lot Owner a copy of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Lot Owner's assessments for Common Expenses and shall automatically take effect at the beginning of the fiscal year for which it is adopted.

C. The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

## **SECTION SIX. AMENDMENTS**

6.1. Amendments to Bylaws. The Bylaws may be amended only by vote of Lot Owners to which at least: (A) fifty-one percent of votes in the Association are allocated.

The vote may be taken only at a scheduled meeting and following notice to the Lot Owners that was advertised 14 days in advance. Absentee voting shall be permitted provided that the ballots must be submitted to an independent reviewer by the commencement of the scheduled meeting.

6.2. Approval of Mortgagees. These Bylaws contain provisions concerning various rights and interests of record holders of mortgages on Units. Such provisions in these Bylaws are to be construed as covenants for the protection of such holders on which they may rely in making loans secured by such mortgages. Accordingly, no amendment or modification of these Bylaws impairing or affecting such rights, priorities, remedies or interests of such a holder shall be adopted without the prior written consent of such holders who have registered an address with the Secretary.

6.3. FNMA, FHLMA, FHA, VA Amendments. If any amendment to these Bylaws is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision that is defective, missing or inconsistent with any other provision, or with the Act or the Declaration, or if such amendment is necessary to conform to the then current requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust on units in community projects, including but not limited to the

Federal National Mortgage Association, the Federal Home Loan Mortgage Association, the Federal Housing Administration or the Veteran's Administration, the Executive Board may, at any time and from time to time, effect such amendments without the approval of the Lot Owners or the holders of any liens on all or any part of the Community, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of the Act.

6.4. Amendments to the Declaration. Any two (2) officers or Executive Board members of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

## **SECTION SEVEN. MISCELLANEOUS**

7.1. Notices. All notices, demands, bills statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt, postage prepaid (or otherwise as the Act may permit), (i) if to a Lot Owner, at the single address which the Lot Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Owner, or (ii) if to the Association, the Executive Board or to the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Lot Owners pursuant to this Section. If a Lot is owned by more than one Person, each such Person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder.

7.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

7.3. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

7.4. Dissolution of Association. In the event that this Association be dissolved, all assets remaining after all debts and other obligations of the Association have been discharged shall be disbursed to the individual Lot Owners in proportion to the Percentage Interest held by each individual Lot Owner.

## **SECTION EIGHT. LIMITED LIABILITY AND INDEMNIFICATION**

8.1. Indemnification of Board Members and Officers. Every Person who was or is a party, or is threatened to be made a party to, or is involved in any action, suit or proceeding, whether civil, criminal, administrative, or investigative, including but not limited to any action by or in the name of the Association, by reason of the fact that he or she or a Person of whom he or she is a legal representative is or was a Board member, officer, employee or committee member of the Association, or is or was serving at the request of the Association as a Board member or officer of another Association, as a member of any committee of the Board, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the

fullest extent permitted or authorized by the law of the Commonwealth of Pennsylvania, as the same exists or may hereafter be amended, against all expenses, liability and loss (including attorney's fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him or her in connection therewith. The individual shall have no right to reimbursement, however, in relation to matters as to which the individual has been adjudged liable to the Association for misconduct in the performance of his or her duties, or was derelict in the performance of his or her duty as Board member, officer or employee by reason of willful misconduct, bad faith, gross negligence or reckless disregard of the duties of his or her office or employment. The right to indemnity for expenses shall also apply to the expenses of suits which are compromised or settled if the court having jurisdiction of the matter shall approve such settlement. Determinations as to the right of indemnification, or any questions pertaining to indemnification, shall be determined by a majority vote of all disinterested Board members, even if such number does not constitute a quorum.

8.2. Such right of indemnification shall not be exclusive of any other right which the Executive Board members, officers, or representatives of the Association may have or hereafter acquire under any provisions of law, the Articles of Incorporation agreements, insurance policies, vote of disinterested Executive Board members or otherwise, both as to action in their respective official capacities and as to action in another capacity while serving as an Executive Board member, officer or representative. The Association may purchase insurance policies, enter into specific agreements with Executive Board members or officers, establish a security fund, or take such additional actions as the Executive Board deems appropriate to carry out its obligation of indemnification.

8.3. The rights of an Executive Board member or officer to indemnification and advance of expenses granted under this Article are in the nature of a contract between the Association and each Executive Board member or officer, and no amendment or repeal of any provision of this Article of the bylaws shall alter, to the detriment of such Executive Board member or officer, the rights of such Person to the advance of expenses or indemnification related to a claim based on an act or failure to act which took place prior to such amendment, repeal or termination. Such rights shall continue as to a Person who has ceased to be an Executive Board member or officer and shall inure to the benefit of the heirs, executors and administrators of such Person.

ADOPTED THE 19<sup>th</sup> day of April 2023 by a majority vote of members present at a meeting duly convened for the purpose of amending and restating the Bylaws of the Planned Community.

 , Secretary  
GEORGE CRADIC