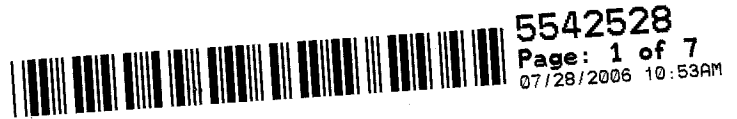


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Prepared By and
Return To:

GIBBEL, KRAYBILL & HESS
41 East Orange Street
Lancaster, PA 17602
(717) 291-1700



DECLARATION OF RESTRICTIONS

This Declaration, made this 27th day of July, 2006, by Reading Road Corporation, a Pennsylvania corporation, together with its successors and assigns (whether by voluntary or involuntary transfer), all of whom are hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, Declarant is the record owner of certain real property known as lots 1 through and including 9, lots 23 and 24, and lots 67 through and including 77, as well as Lot 79, all of which are located in the Borough of Adamstown, County of Lancaster, and Commonwealth of Pennsylvania under a deed that was recorded in the recorder of the Lancaster County Recorder of Deeds at Book 0514 Page 6774, and as more fully described in Exhibit "A" and which is further identified on a Final Subdivision Plan for Brookview Estates- Phase II that was prepared by RGS Associates, Project No. 2001923-007, October 3, 2003, last revised March 4, 2004 and recorded in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania on September 12, 2005 in Subdivision Plan Book J-225-11 ("Plan"); and

WHEREAS, Declarant is developing this land for various dwelling units together with other development improvements; and

WHEREAS, Declarant desires to impose on said development land, as covenants running with the land, certain conditions, restrictions, limitations, regulations, and agreements.

NOW, THEREFORE, the Declarant hereby declares and covenants, for itself, its successors and assigns, that the Property, as defined below and as identified in Exhibit "A", and all improvements now or hereafter constructed thereon is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, obligations and liens (sometimes referred to as "Deed Restrictions") hereinafter set forth.

1. No dwelling house, garage, garden shed, utility shed, storage shed, building, or structure of any character, or driveway or fence shall be erected, constructed, or maintained on said land, nor shall any addition to, change, or alteration thereof be made unless and until the specifications and plans, including the location, have been approved in writing by the Developer or its duly authorized agent. All permitted garden shed, utility shed, storage shed, building, or structures of any character shall be located a minimum of ten (10) feet from the plot boundaries. The exterior doors of all the houses, garages, sheds, buildings, and other structures shall be an attractive combination of colors.
2. The premises hereby conveyed shall be used for residential purposes only. The prohibition, however, shall not restrict the maintenance of quiet professional office on the premises, provided the same are established as a part of the dwelling and maintained on said premises in accordance with the local municipality.
3. No exterior walls of dwelling and/or other structures shall be constructed of exposed concrete block. All concrete block must be parged and/or painted with a neutral pleasing color. All other exterior coverings must be approved by the developer.
4. The premises shall be kept free of rubbish, trash, and junk of any kind at all times.
5. No fencing of any kind shall be erected and/or installed on any lot without prior written consent of Developer or its duly authorized agent.

6. No advertising sign, billboard, or real estate sign offering the premises for sale or for rent, in excess of four square feet in size, shall be permitted on the premises. Excluded from this restriction shall be the Developer's/Builder's sign(s) promoting Brookview Estates.
7. Within six (6) months after construction, the owner of the lot must complete the landscape development of the lot in accordance with the residential neighborhood character of the development and the design of the house. Such landscaping shall be maintained and pruned regularly to provide a pleasing environment and to aid in maintaining the health and safety of the inhabitants of the neighborhood. If the landscaping is not completed within said six (6) months period, Developer shall have the right to do so at the owner's expense.
8. No poles or appliances upon which to hang or expose laundry shall be erected or maintained on said premises closer to the front line of said premises than the rear wall of the dwelling.
9. Personal or household items, including but not limited to firewood, trash cans, recreational vehicles, trailers, campers shall not be stored along the sides or in the front of any dwelling, and instead shall only be stored to the rear of the dwelling.
10. No above-ground swimming pool shall be placed or erected on any lot without the prior written consent of the Developer of its duly authorized agent, excepting the use of kiddie pools less than twenty-four inches high.
11. Children's playground equipment shall not be placed nearer to the front of the lot than the rear wall of the dwelling placed thereon or nearer to the sides of the lot than the side walls of the dwelling placed thereon. Air conditioner units may not be placed in the front of the house.
12. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided that same of not kept, bred, or maintained for any commercial purpose(s). Said animals must all be controlled at all times to prevent damage to other properties within the development. Any accessory building,

structure, or area to house or keep any such permitted pets shall in no part be further from the dwelling than (10) feet and any such structure or area shall not be in the side or front yard.

13. No garbage cans or trash containers shall be located in the front or side lawn area of at the curb for more than a twenty-four (24) hour period.
14. In the event the owner maintains a flower, vegetable, or rock garden, owner shall keep the same free from unsightly weeds, remove dead crops, and contain soil erosion.
15. No trucks, motorcycles, or automobiles not in normal use, boats, trailers, or recreational vehicles shall be stored anywhere on the premises outside the garage.
16. Parking of any commercial large trucks, buses, or similar vehicles on the premises or on the public streets of the development is prohibited, except for loading or unloading.
17. No structure of a temporary character, trailer, basement, tent, shack, garage, or any other structure or outbuilding shall be used on any lot at any time as a residence or storage building either temporarily or permanently.
18. No obnoxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.
19. There shall be no outside receiving or transmitting antennas, disc-type receivers, or towers without prior written consent of the Developer or its duly authorized agent.
20. No mobile homes shall be permitted.
21. Garage doors shall be kept closed except during those times when the garage is actively used for ingress or egress of a motor vehicle or storage or retrieval of personalty.

22. Certain lots are subject to easements for utility distribution systems. The location of such easements is as depicted on the Plan.
23. Certain lots are subject to easements to provide storm water drainage. The location of such easements is as depicted on the Subdivision Plan.
24. Notwithstanding any other provision contained in Declaration, for so long as the Developer, its successors, assigns, employees, agents, contractors and other persons acting by, through, under or on behalf of the Developer are engaged in the development or improvements of any of the lots, such person shall have an easement of ingress, egress and use of the lots for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directions and promotional signs and storage; and (3) conduct of sales and promotional activities.
25. Fulton Bank is the holder of two (2) mortgages on the property, which mortgages are identified in the records of the Recorder of Deeds of Lancaster County Pennsylvania at Document No. 05446334 and Document No. 05446351. Fulton Bank joins in this Declaration for the purpose of subordinating said mortgages to the terms of the Declaration. Except as otherwise expressly provided herein, Fulton Bank shall have no liability hereunder as a Declarant or developer of the Community.
26. The conditions and restrictions contained in this Declaration and in any addendum to this Declaration shall be covenants running with the land and shall operate for the benefit of, and may be enforced by the Developer or by the owner of any lot in Brookview Estates. Violation of any of the provisions contained herein 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 provisions herein contained 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.

27. The covenants set forth in this Declaration are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of lots has been recorded agreeing to change said covenants, in whole or in part. However, after 10 years from the date hereof or after the developer no longer has a vested interest, any provisions herein that call for consent or approval of the Developer shall automatically be deemed to mean the consent or approval of a majority of the then lot owners.

28. 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.

29. These conditions, covenants, obligations, and restrictions shall be in addition to any applicable provisions of any present or future zoning law or ordinance.

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

DECLARANT:

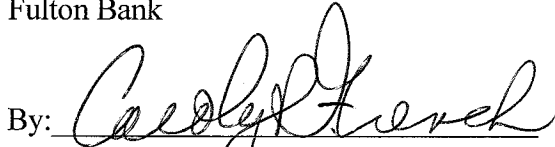
Reading Road Corp.

By: 

Title: President

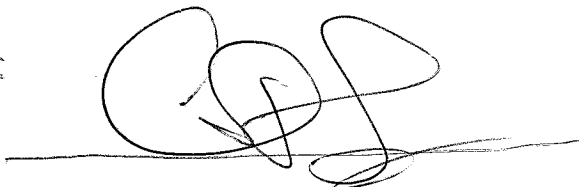
MORTGAGEE:

Fulton Bank

By: 

Title: Vice Pres.

ATTEST:

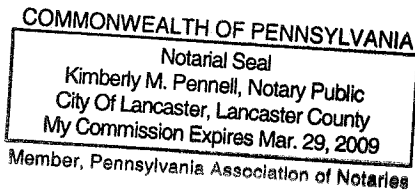


COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LANCASTER

On this, the 27th day of July, 2006, before me appeared Ivan Garman, who acknowledged himself to be the President of Reading Road Corp., and that he, as such officer, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself to such office.

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



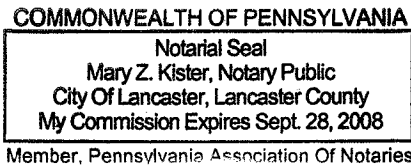
Kimberly M Pennell
Notary Public

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF LANCASTER

ON THIS, the 27th day of July, 2006, before me the subscriber, personally appeared Carolyn L. French, who acknowledged him/herself to be the Vice President of FULTON BANK, a Pennsylvania corporation, and that being authorized to do so as such corporate officer, executed the foregoing instrument for the purposes therein contained on behalf of the limited liability company.

WITNESS my hand and seal the day and year aforesaid.



Mary Z Kister
Notary Public