

STERLING PLACE

DECLARATION OF EASEMENTS AND RESTRICTIONS

Made this 21st day of May, 1996, by STERLING PLACE DEVELOPMENT CORP., a Pennsylvania business corporation with principal offices situate at 600-A Eden Road, Lancaster, Pennsylvania 17601.

W I T N E S S E T H:

WHEREAS, Sterling Place Development Corp. (hereinafter the "Developer") is the owner and developer of a certain tract of land situate in Lancaster Township, Lancaster County, Pennsylvania, described on a subdivision plan prepared by David Miller and Associates, dated September 6, 1995, last revised April 1, 1996 (the "Plan"), and recorded in Plan Book J-143, Page 46 in the Office of the Recorder of Deeds in and for Lancaster County, Pennsylvania (the "Recorder's Office"), which Plan has been designated by the Developer as Section I of a development known as Sterling Place; and

WHEREAS, Section I of Sterling Place consists of a tract of land upon which the Developer intends to develop twenty-six (26) townhouse lots and one hundred (100) semi-detached residential lots together with streets, curbs, water and sewer appurtenances, drainage swales and electrical services; and

WHEREAS, the Developer desires to impose on all of the lots in Phase I of Sterling Place as follows: Lot Nos. 8-56 and 57-136 inclusive (Lots 6A, 57 and 108 are open space lots) but excluding Lot 50 which is reserved for the future development of

Section II of Sterling Place for residential use only, as covenants running with the land, certain conditions, restrictions, limitations, regulations and agreements.

NOW, THEREFORE, intending to be legally bound, Developer hereby declares and imposes the following conditions, restrictions, limitations, regulations and agreements upon the use of all semi-detached and townhouse lots in Section I of Sterling Place:

ARTICLE I - DEFINITIONS:

1.01. Association - shall mean and refer to Sterling Place, its successors and assigns.

1.02. Developer - shall mean and refer to Sterling Place Development Corp., a Pennsylvania business corporation, its successors and assigns.

1.03. Development - shall mean initially all townhouse lots and all semi-detached residence lots in Section I of Sterling Place, as shown on the subdivision plans for said section recorded in the Recorder's Office.

1.04. Lot - shall mean and refer to any plot of land to be used for building a townhouse in Sections I or a semi-detached residence in Section I as shown on existing subdivision plans for said sections recorded or to be recorded in the Recorder's Office.

1.05. Member - shall mean and refer to those persons entitled to membership in the Association who are Owners as provided herein below or in the By-Laws of the Association.

1.06. Open Space - shall mean and refer to all land in any recorded subdivision plan for any Section of Sterling Place identified as Open Space (initially Lots 6A, 57 and 108). In no event shall Open Space be interpreted to be "Common Areas" pursuant to Federal Housing Administration or Veterans Administration definitions or standards.

1.07. Owner - shall mean and refer to the record Owner, including Developer, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Development, including installment sales sellers, but excluding those having such interest merely as the security for the performance of an obligation; i.e., mortgage or judgment holders.

1.08. Recorder's Office - shall mean and refer to the Office of the Recorder of Deeds in and for Lancaster County.

ARTICLE II - ARCHITECTURAL CONTROL  
AND DEED RESTRICTIONS

2.01. Stormwater Management. NO BUILDING, STRUCTURE, TREE OR OTHER OBSTRUCTIVE LANDSCAPING, FENCING, IN-GROUND SWIMMING POOL, PICNIC TABLE, PLAYGROUND EQUIPMENT OR ANY OBSTRUCTION OF ANY TYPE, WHETHER OR NOT PERMANENTLY AFFIXED TO THE LAND, SHALL BE CONSTRUCTED, MAINTAINED OR IN ANY MANNER PLACED IN ANY AREA DESIGNATED AS A FLOOD PLAIN, DETENTION BASIN, DRAINAGE SWALE OR STORM DRAINAGE EASEMENT ON ANY LOT. ALL FUTURE LOT OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ANY PORTION OF THE FLOOD PLAIN, DETENTION BASIN, DRAINAGE SWALE OR STORM DRAINAGE EASEMENT ON THEIR RESPECTIVE LOT CONSISTENT WITH THE PROVISIONS ON THIS DECLARATION.

2.02. Use. No building or structure shall be constructed, erected, maintained, used or altered to be used, upon any lot for any purpose other than that of a single family residence on a townhouse lot or a semi-detached lot. A private garage may be built provided it is attached to and made a part of the dwelling, is made of the same material and conforms in architectural design and construction to the dwelling, and shall not precede the construction of the dwelling.

2.03. Plans and Specifications. No dwelling house, garage, building, mailboxes or other structures of any character or driveway or fence shall be erected, constructed or maintained on any lot, nor shall any addition to, change, or alteration thereof be made unless and until the specification and plans showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location, front and rear facings, and elevations, and statement of the approximate cost thereof and the grading plans of the premises to be built, shall have been submitted to and approved in writing by the Developer or its duly authorized agent, and a copy thereof as finally approved lodged permanently with the Developer. Exterior colors of all of the homes shall be an attractive combination of colonial colors. The Developer shall have the right to decline to approve any such plans and specification submitted which are not suitable or desirable, in its opinion, for aesthetic or other reasons, taking into consideration the effect of the building or other structures as planned on the outlook for the adjacent or neighboring

properties, and whether the plans are in keeping with and are in general harmony with the surroundings. Plans and specifications approval for new houses and future additions thereto shall have the written approval of the Developer prior to construction of a new house or addition.

2.04. Approval of Plans. The Developer in granting approval of submitted plans shall retain one copy of same, returning the other copy to the builder or contractor with written evidence of approval.

The builder or contractor shall not change or deviate from approved plans without submitting to the Developer complete details of any and all contemplated changes. Approval of plans may be refused on architectural or aesthetic grounds, or for any other valid reasons.

2.05. Building Use. The premises shall be used for residential purposes only, and no beauty salon, barber shop or other public, commercial, or industrial business shall at any time be maintained thereon. This prohibition, however, shall not restrict the maintenance of quiet professional offices on the premises, provided the same are established as a part of and accessory to the residential use of and maintained on said premises in accordance with the plans and specifications above mentioned, and are consistent with all zoning and other ordinances and regulations, as may be in effect from time to time.

2.06. Appurtenances. Any residence or dwelling house,

porch, bay window, or other appurtenances to the building shall be erected on the lot at such location and in such manner as shall be approved, in writing, by Developer.

2.07. Roofs. All roofs are to be of natural wood shake or brown, black, slate or other conservative color asphalt or fiberglass shingles as approved by the Developer.

2.08. Height Limitations. No dwelling shall exceed two and one-half stories in height. No garage shall exceed two and one-half stories in height; except that second floor living quarters which are integrated with the remainder of the dwelling may be extended out over an attached garage, so long as the entire dwelling does not thereby exceed two and one-half stories in height.

2.09. Area Limitation. The Developer may reject any plans which provide for less than 1,200 square feet of gross floor area. The computation of this floor area shall not include basements, crawlspaces, but shall include garages or porches.

2.10. Exterior Design. No exterior walls of dwellings and/or other structures shall be constructed of exposed concrete block, imitation brick or imitation stone material, unless previously approved by Developer in writing.

2.11. Grading and Excavation. All grading of the lots must not generally change the actual elevation and slope of the land or cause additional surface water drainage on adjoining property, unless such grading is approved in writing by the Developer. All excavated earth within the boundaries of a lot,

in excess of the amount required for proper grading of the lot, must be deposited at a place specified by the Developer, or its successors, within the limits of this Development or adjoining lands of the Developer, unless written consent is given for its removal.

2.12. Rubbish. The premises shall be kept free of rubbish, trash and junk of any kind at all times.

2.13. Fencing. All plans for any type of fencing must be approved by the Developer in writing. No solid board, galvanized wire or masonry fences shall be erected on any portion of the premises except as approved by the Developer. Division line fences may be erected of shrubbery but in no event shall the shrubbery extend into the front yard beyond the front line of the house. Fencing may not extend forward past the rear line of the house except as approved by the Developer. Fencing such as a picket fence, which is used in connection with the design of the house or for enclosing a small play area, may be permitted if the design and materials of the fencing are compatible with the architecture of the development and with the house on the specific lot and shall be subject to the prior written approval of Developer.

2.14. Signs. 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 main signs identifying the development of Sterling Place, or other

development identification signs.

2.15. Landscaping and Driveways. All landscaping, finish grading and seeding shall be completed within six months after the completion of construction. All driveways shall be of macadam surface or of a material which the Developer deems to be the equivalent thereof. In the event a lot owner fails to complete any of the foregoing within the required time, he hereby authorizes the Developer to do so at the Owner's expense, after reasonable notice in writing to the Owner, and the Owner by acceptance of a deed to the property agrees to pay the Developer the cost thereof.

2.16. Laundry. 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 to be erected on the premises.

2.17. Outdoor Lighting. No free standing outdoor lights shall be permitted unless approved in writing by the Developer.

2.18. Swimming Pool. No above-ground swimming pool shall be placed or erected on any lot, excepting the use of kiddie pools less than 24 inches high. The design and location of any inground swimming pool, including the landscaping and fencing plan, must be approved by the Developer and shall not be placed in any area designated as flood plain, detention basin, or storm water drainage swales, or immediately adjacent to any Common Open space area.

2.19. Playground Equipment. Children's playground



equipment shall not be placed nearer to the front of the lot than the rear wall of the dwelling placed thereon unless approved in writing by the Developer and shall not be placed in any area designated as flood plain, detention basin, storm drainage swales, or immediately adjacent to Common Open spaces.

2.20. Air Conditioners. Air conditioner units may not be placed in front of the house, unless screened by shrubbery.

2.21. Livestock and Poultry. 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 they are not kept, bred, or maintained for any commercial purpose. The decision as to what is a household pet shall rest with the Developer. Such animals may not exceed more than two (2) of any kind over six months of age, and must be maintained so that offensive odors or noise will not be apparent to adjoining property owners. Said animals must all be controlled to prevent damage to other properties within the development.

2.22. Trash. No garbage cans or trash containers shall be located in the front side lawn area for more than a 24-hour period. There shall be a 24-hour limit on garbage cans or trash containers placed at the curb.

2.23. Gardens. In the event the owner maintains a vegetable garden, it shall be located behind the rear building line and it shall be kept free from unsightly weeds and dead crops and the owner shall control soil erosion. In no event

shall any vegetable garden exceed three hundred (300) total square feet.

2.24. Vehicles Not in Normal Use. No trucks, (other than single axle trucks), motorcycles or automobiles not in normal use, shall be stored or parked on the premises. No boats, trailers, or recreational vehicles shall be stored anywhere on the Premises outside the house or garage.

2.25. Commercial Vehicles. Parking of any commercial trucks (other than single axle vehicles), buses, or similar vehicles on the premises or on the public streets of the development is prohibited, except for temporary loading or unloading.

2.26. Ornamentation. No ornamentation made of plastic, wood, metal, concrete or any other material shall be permitted in the front or side yard except that Christmas decorations shall be permitted, provided they are tasteful and compatible with the design of the residences.

2.27. Off-Street Parking. Off-street parking shall be provided as required by applicable governmental regulations.

2.28. Temporary Structures and Sheds. 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 either temporarily or permanently. No sheds or outbuildings shall be permitted unless approved by the Developer in writing.

2.29. Nuisances. No noxious or offensive activity shall

be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2.30. Antennas, Disks and Towers. No outside receiving or transmitting antennas, large disk type receivers or towers shall be erected without the prior written consent of the Developer. All small (less than thirty inch) disk type (DSS-type) receivers shall be permitted provided they are not visible from any public street. Should the disk be visible from any public street, the owner must have the prior written approval of Developer.

2.31. Storage Tanks. Above ground pumps, water, gas or other storage tanks are prohibited, except as may be approved in writing by the Developer.

2.32. Mailboxes. All mailboxes shall be on a uniform type of post to be determined by Developer. No ornamental posts or structures to support or house a mailbox shall be permitted.

2.33. Site Distances at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on

any lot within ten (10) feet from the intersection of street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection unless foliage line is maintained at sufficient height to prevent obstruction of such site lines.

### ARTICLE III - PARTY WALLS

With regard to any party walls, the following shall apply:

3.01. General Rules of Law Apply. Each wall which is built as part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article III, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

3.02. Cost of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in equal proportions.

3.03. Destruction of Party Wall. If a party wall is destroyed or damaged by fire or casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or wilful acts or omissions.

3.04. Negligent or Willful Conduct. Notwithstanding

any other provisions of this Article III, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

3.05. Right of Contribution. The right of any owner to contribution from any other owner under this Article III shall run with the land, be appurtenant thereto and shall pass to such owner's successors in title.

3.06. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article III, each party shall choose one arbitrator and such arbitrator shall choose one additional arbitrator and the decision shall be by a majority of all the arbitrators.

#### ARTICLE IV - RESIDENTS ASSOCIATION

THE FOLLOWING PROVISIONS ARE EXCERPTS FROM THE BY-LAWS OF THE ASSOCIATION WHICH APPLY TO THE TOWNHOUSE AND SEMI-DETACHED RESIDENTIAL LOTS IN SECTION I OF THE DEVELOPMENT. IN THE EVENT OF A CONFLICT OR OMISSION IN ANY PROVISION REGARDING THE ASSOCIATION CONTAINED HEREIN, THE PROVISIONS OF THE BY-LAWS OF THE ASSOCIATION SHALL BE CONTROLLING.

4.01. Membership. Every Owner of a Lot in Section I of the Development shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Associate (non-voting) memberships shall be available at the discretion of the Board of Directors.

4.02. Voting Rights. The Association shall have two

classes of voting membership:

(a) Class A. Class A Members shall be all Owners, with the exception of the Developer (only until such time as the Class B membership is extinguished), and shall be 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. The vote for such Lot shall be exercised as such persons among themselves may determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B Member shall be the Developer and shall be entitled to one vote for each Lot owned, subject to the following limitations:

(i) When the Developer has sold 25% of the Lots in the Development, the number of votes in Class B shall not exceed the number of votes in Class A membership;

(ii) Upon the sale of 50% or more of the Lots in the Development, the total votes of Class B membership shall not exceed 33-1/3% of the votes of Class A membership; and

(iii) Upon the sale of 75% of the Lots in the Development, the Class B membership shall cease to exist and any such Lots retained by the Developer shall be converted to Class A membership.

(c) An Owner who is a Member of the Association may assign his or her membership rights to a tenant residing in the Owner's dwelling unit. Such assignment shall be effective by filing with the Secretary of the Association a written notice of

assignment signed by the Owner. Such assignment may be rescinded by written notice at any time.

4.03. Board of Directors. A board of directors shall be established pursuant to by-laws to be adopted by the Association, which board of directors shall be empowered to make, establish, promulgate, amend or repeat rules and regulations from time to time.

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

4.05. Lien of Assessments. Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association;

(a) an annual Base Assessment (defined below) or other charges; and

(b) special assessments for maintenance and capital improvements, such assessments to be established and collected as hereinafter provided.

All assessments (including the annual Base Assessment, Annual Assessment, and special assessments) together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the property at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to these successors in title unless expressly assumed by them.

4.06. Base Assessment. The Association shall levy upon all Lots at settlement an Initial Base Assessment (hereinafter "Base Assessment") of Two Hundred and 00/100 Dollars (\$200.00), the proceeds of which shall be used as a reserve and working capital for the maintenance of the lawns, grounds, trees, shrubbery and any athletic equipment in the Open Space, the maintenance of all storm water detention basins and easements in the Development, and for such other purposes as the Board of Directors may from time to time determine.

4.07. Annual Assessment. The Annual Assessment for calendar year 1996 shall be fixed at \$100.00. In subsequent years the Base Assessment shall be fixed by the Board of



Directors subject to the limitations hereinafter imposed. Any proposed increase in the annual Base Assessment exceeding ten percent (10%) of the preceding year's Base Assessment shall require the ratification by two-thirds (2/3) of each class of Members, in person or by proxy, at a meeting duly called for this purpose.

4.08. Special Assessment for Maintenance. In addition to the Annual Assessment 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, any maintenance costs or deficit incurred in that or any prior year. Expenses incurred by the Association pursuant to this paragraph pertaining to either the center islands of Gable Park Road, storm water detention basins or easements or Open Space in the Development, or for other purposes which the Association determines pertains to all Lots shall be assessed against all Lots on a pro-rata basis.

4.09. Special Assessment for Capital Improvements. In addition to the assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement in or upon the Common Open Space and/or storm water detention basins and easements of the Development, including shrubbery, fixtures and personal property related thereto.

4.10. Members Approval of Special Assessments. If the amount of a special assessment pertaining to the Common Open Space or storm water detention basins or easements in the Development, or for other purposes which the Association determines pertains to all Lots, when added to the annual Base Assessment, exceeds one hundred ten percent (110%) of the previous year's Base Assessment, then the portion of said special assessments exceeding one hundred ten percent (110%) of the previous year's Base Assessment shall be subject to affirmative ratification by two-thirds (2/3) of each class of Members, voting in person or by proxy, at a meeting called for this purpose.

4.11. Uniform Rate of Assessment. The annual Base Assessment and any special assessment pertaining to the Common Open Space or storm water drainage basins or easements in the Development, or for other purposes which the Association determines pertains to all Lots, must be fixed at a uniform rate for all Lots. All assessments may be collected on an annual, quarterly or monthly basis as shall be determined by the Board of Directors.

4.12. Commencement of Assessment. The annual Base Assessment provided for herein shall commence as to each Lot upon the earlier of the conveyance from Developer or the Developer's builder to the Owner or the occupancy of a residential structure on a Lot, whichever shall first occur. Owner shall pay at settlement the then current year assessment pro-rated to the date of settlement for each dwelling unit. The Board of Directors

shall fix the amount of the annual assessment against each Lot no later than the first quarter of each year. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

4.13. Effect of Non-Payment. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate per annum as permissible by FHA, VA or FHMA as appropriate. In the event no such rate is applicable, the rate of interest shall be eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose any lien against the property with interest, costs and reasonable attorney's fees of any such action to be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

4.14. Subordination of Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any judicial proceeding in lieu thereof on any first mortgage, shall

extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V - EASEMENTS

5.01 Easements for Stormwater Management. Certain lots on the Section I Plan may be subject to certain easements for the purpose of managing stormwater. All Lots in this Development shall be subject to any future easements which may be required to provide adequate stormwater drainage management. All easements shall be kept clear of all encroachments, including fill, structures, play equipment, storage or materials, etc.

5.02 Easements for Joint Driveways. Certain lots shown on the Section I Plan may be subject to an easement for the purpose of joint or shared driveways or paved off-street parking pads. All paving within this easement shall be properly maintained and repaired by the respective owners for which the driveways or parking pads are intended and all rights applicable to party walls in Article III hereinabove shall apply to joint driveways. All snow removal, maintenance and repair of the driveway shall be shared by the respective owners. The blocking of the driveways whereby one of the two parties benefitted is prohibited from utilization of the same, is specifically prohibited.

5.03 Easement of Utilities. All lots are subject to the requirements for providing adequate electric, telephone

service, 'gas' lines, sewer lines, water lines and cable T.V. to all of the individual lots of this development, and all lots of this development are subject to any easements for electric, gas, water, sewer, telephone lines, and cable T.V. service which presently exists or which may exist or be secured in the future.

5.04 Easement for Maintenance of Stormwater Facilities.

All lots shall be subject to an easement in favor of the Association, its agents, workmen or employees for ingress and egress as well as access to the property of each owner for the furtherance of the maintenance provisions of Section 5.01.

5.05. Right to Enter Property. Developer hereby

reserves the right to enter onto any Lot after conveyance of that Lot to an Owner for the purpose of maintaining any and all improvements required as part of the final plan approval of Development, including but not limited to roads, sewer lines, water lines, storm water management facilities and soil erosion and sedimentation control measures (collectively referred to as "Public Improvements") as is deemed necessary by the Board of Supervisors of Lancaster Township ("Township") or any other governmental authority in order for all of the Required Improvements which had been offered for dedication to be accepted for dedication by the Township or the appropriate governmental authority. The Developer shall have the right to charge the Owner for all costs associated with such work. This right to enter onto any Lot shall be extinguished only upon all of the required improvements being accepted for dedication by the

Township or other appropriate authority.

5.06

Amendment of Plan. Developer for itself, its successors and assigns, hereby reserves the right, in its sole discretion, to amend or revise the Plan and to change the location and design of any and all Public Improvements as well as any and all other aspects of the Plan, subject only to the approval of the appropriate governmental authorities having jurisdiction over the same. By acceptance of a deed for any Lot depicted on the plan or any interest in all or any part of the property which is the subject of the plan, Owner of such and their heirs, successors and assigns specifically relinquishes any right, title or interest in and to the streets or other Public Improvements depicted on the Plan; provided however, Developer shall not have the right to relocate any of the Public Improvements after construction of the Public Improvements without obtaining written approval by the Owner of any Lot affected by such plans for relocation. In no event shall this right to amend be construed, nor shall it have the effect of abrogating the right of any Owner to use constructed streets for the purpose of providing adequate ingress, egress and regress to and for that Lot.

#### ARTICLE VI - GENERAL PROVISIONS

6.01

Section II. Developer currently reserves Lot 50 for the future development of Section II of Sterling Place. Developer further stipulates that Lot 50 shall be developed for residential uses only and may be further subdivided into multi-

of the other provisions which shall remain in full force and effect.

6.05. Amendment. Any provision in this Declaration of Restrictions pertaining solely to the restrictions, limitations and regulations in the use of the townhouse residence Lots in Section I of the Development contained herein may be amended at a special meeting of said Owners of the residential Lots in Section I of the Development by a vote of not less than two-thirds (2/3) of said Owners of the townhouse residence Lots in Section I in the Development in person or by proxy. Amendment of the other provisions contained in this Declaration of Restrictions shall be subject to and controlled by the By-Laws of the Association.

6.06. Future Zoning. 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 present or future law or ordinance.

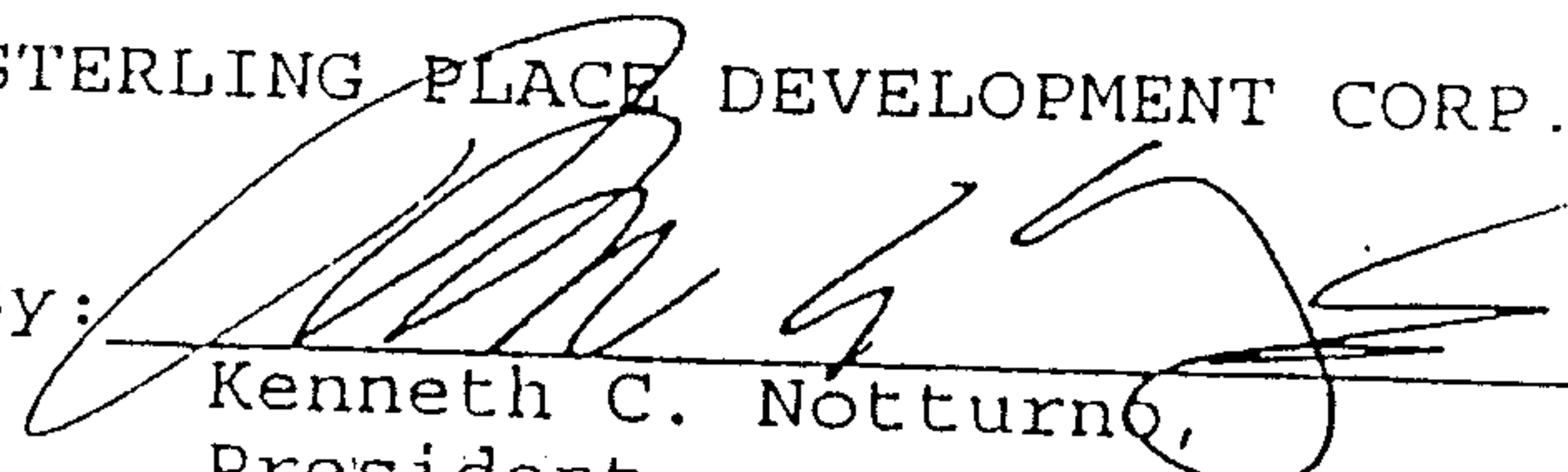
IN WITNESS WHEREOF, this Declaration of Restrictions is executed the day and year first written above.

ATTEST:

  
Howard D. Boyd, Jr.  
Treasurer

STERLING PLACE DEVELOPMENT CORP.

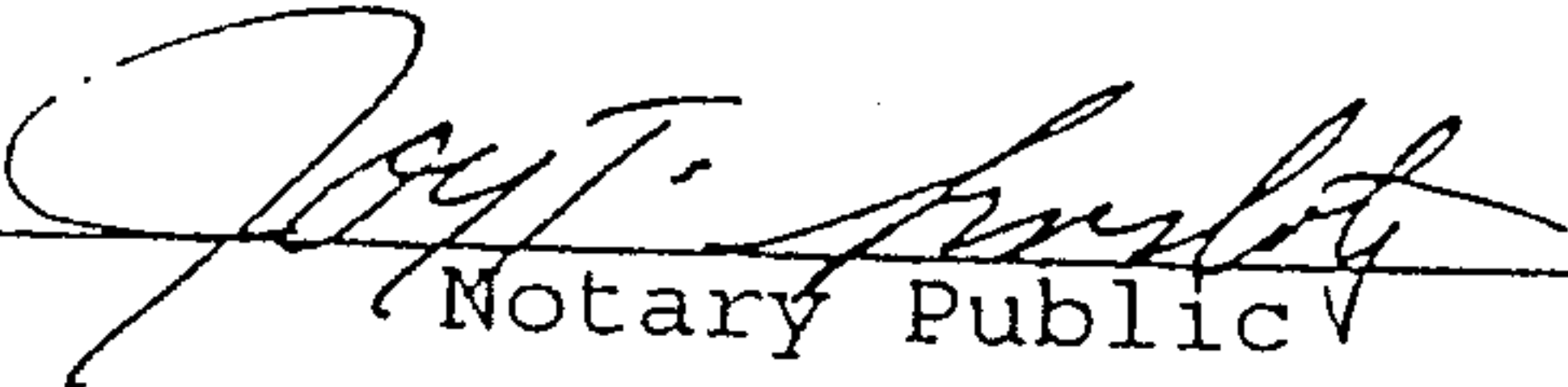
By:

  
Kenneth C. Notturno,  
President

COMMONWEALTH OF PENNSYLVANIA :  
 : SS:  
COUNTY OF LANCASTER :

On this 2/5<sup>th</sup> day of May, 1996, before me, the undersigned officer, personally appeared KENNETH C. NOTTURNO, who acknowledged himself to be the President of Sterling Place Development, a Pennsylvania corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

  
Notary Public

My Commission Expires:

