

**SECOND AMENDMENT TO DECLARATION  
OF RESTRICTIONS AND COVENANTS**

**THE OAKS - PHASES THREE AND FOUR**

**THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS**, made this 14<sup>th</sup> day of Aug, 1997, by DENNIS L. HESS and CAROLE A. HESS, husband and wife, hereinafter referred to as the Declarant.

**RECITALS:**

A. On December 21, 1995, Declarant filed a Declaration of Restrictions and Covenants in Record Book 180, Page 943 for Phase Three, in the Lebanon County Recorder of Deeds Office.

B. The said Declaration of Restrictions and Covenants applied to a residential development known as The Oaks - Phase Three, North Londonderry Township, Lebanon County, Pennsylvania, which plan was recorded in Plan Book 43, Page 127.

C. The Oaks of North Londonderry Township Homeowner's Association, a non-profit corporation, was incorporated by Declarant on January 31, 1996.

D. The property which is the subject of the Preliminary Subdivision and Land Development Plans for The Oaks - Phase Four, North Londonderry Township, Lebanon County, Pennsylvania, is described in Record Book 318, Page 1073, in the Lebanon County Recorder of Deeds Office.

E. The Preliminary Subdivision and Land Development Plans for The Oaks - Phase Four were approved by the Lebanon County Planning Department and by the North Londonderry Township Board of Supervisors on July 15, 1996.

F. On December 2, 1996, Declarant filed a Final Subdivision and Land Development Plan for The Oaks - Phase Four A in Plan Book 45, Page 15.

G. On December 2, 1996, Declarant filed an Amendment to Declaration of Restrictions and Covenants in Record Book 189, Page 395, in the Lebanon County Recorder of Deeds Office making said Restrictions and Covenants applicable as to Phase Four - A, B, C and D, with certain amendments.

H. Declarant desires to amend the said Declaration of Restrictions and Covenants, as amended, and apply these changes to Phase Three and to Phase Four - A, B, C and D.

**NOW THEREFORE**, the Declaration of Restrictions and Covenants, previously recorded in Record Book 180, Page 943, as amended by the Amendment to Declaration of Restrictions and Covenants, previously recorded in Record Book 189, Page 395 (the "Declaration") is hereby further amended by changing the following sections to read as set forth below:

1. Article III. Maintenance Assessments

Section 3.01. Lien of Assessments.

(a) Each Class A Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) Annual Assessments or charges; and

(2) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

(b) The annual 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 Lot against which 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 Lot at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them, however, this does not prevent the continuing lien upon the Lot.

Section 3.03. Initial Assessment. There shall be no initial assessment against the purchaser of any Lot.

Section 3.04. Annual Owners Assessments. In 1997, the annual assessment shall be One hundred and no/100 Dollars (\$100.00) per lot. In subsequent years the annual assessments, subject to the limitations hereafter imposed, shall be fixed by the Board of Directors. Any proposed increase in the annual assessment over 25% per annum over the preceding year shall require the affirmative ratification by 2/3 of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.



2. Article V. Architectural Control

Section 5.02. Building Plans Approval. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design and colors with existing structures, and as to location with respect to topography and finished grade elevation.

Section 5.07. Above Ground Structures. All above-ground structures, including but not limited to patios, porches, tennis courts, basketball courts and related structures, tool storage and garden sheds, **swing sets, fences, walls, garages, greenhouses** or any other out buildings, attached or unattached, or any other above-ground improvement structure, shall not be constructed without the prior written approval of the Architectural Control Committee. **Swing sets approved by the Architectural Control Committee must be to the rear of the house and not closer than ten (10) feet from the rear property line and fifteen (15) feet from the side property line. Swing sets are not permitted on the street side of the dwelling.**

3. Article VI. Protective Covenants

Section 6.05. Dwelling Quality and Size. It being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially consistent with the following requirements:

- (a) Minimum building size shall be **1400** square feet of living space defined as follows: All interior finished floor space above grade, excepting basements, garages, porches, decks.
- (b) No composite wood sidings will be permitted.

Section 6.06. Land Use and Building Type. **This section is deleted and Sections 6.07 through 6.23 are renumbered accordingly.**

Section 6.12. Vehicles. Owners of lots shall be expected to garage the following owned by them: trailers, recreational vehicles, boats, boat trailers, or junk vehicles. A junk motor vehicle shall be taken to mean any motor vehicle that does not have current Pennsylvania inspection stickers and for which one cannot be obtained. No trailer, recreational vehicle, boat, boat trailer, or junk vehicle may be parked on a street of The Oaks - Phase 3 or 4. In the event that an owner must temporarily park a vehicle, recreational vehicle, boat or boat trailer for a seasonal period, this parking shall not be on any street of The Oaks - Phase 3 or 4. This parking shall be permitted seasonally only and no recreational vehicle, boat or trailer may be parked on an owner's driveway on a year round basis, but must be garaged.

Section 6.16. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than two (2) square feet or one sign temporarily advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period.

IN WITNESS WHEREOF, this Amendment has been executed the day and year above written.

WITNESS:

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Dennis L. Hess  
DENNIS L. HESS  
  
\_\_\_\_\_  
Carole A. Hess  
CAROLE A. HESS

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF :  
SS.

On this, the 14 day of August, 1997, before me, a Notary Public, the undersigned officer, personally appeared DENNIS L. HESS and CAROLE A. HESS, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

Jeanette T. Ford (SEAL)  
Notary Public

My Commission Expires:

NOTARIAL SEAL  
JEANETTE T FORD, Notary Public  
Middletown, Dauphin County  
My Commission Expires Jan. 30, 1999