

DECLARATION OF RESTRICTIONS AND COVENANTS

15144

THIS DECLARATION (hereinafter "Declaration"), made on the date hereinafter set forth, by DENNIS L. HESS and CAROLE A. HESS, husband and wife, of Dauphin County, Pennsylvania, hereinafter referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain property in North Londonderry Township, Lebanon County, Pennsylvania, which property is more particularly described in Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Declarant intends to establish a residential development on the property described in Exhibit "A" to be known as and hereinafter referred to as "The Oaks - Phase 3."

NOW, THEREFORE, Declarant hereby declares (subject to the provisions of this Declaration) that the property described in Exhibit "A" shall be held, sold and conveyed subject to the following restrictions, conditions, limitations, regulations and agreements which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

1.01. "Association" shall mean and refer to The Oaks of North Londonderry Township Homeowners Association, a Pennsylvania nonprofit corporation, its successors and assigns.

1.02. "Declarant" shall mean and refer to Dennis L. Hess and Carole A. Hess, husband and wife, or any heirs, successor and/or assign which Declarant, shall by recorded instrument specifically designate as the Declarant. A purchaser from the Declarant is not a successor and/or assign of the Declarant unless specifically designated as the Declarant in a recorded instrument. A purchaser of less than all of the remaining Lots owned by the Declarant is not a successor and/or assign of the Declarant. A purchaser of all of the remaining Lots owned by the Declarant, other than the purchaser of the last Lot, will be considered a successor and/or assign of the Declarant and will specifically be designated as the Declarant in a recorded instrument.

1.03. "Lot" shall mean and refer to any plot of land (whether improved or unimproved) now or hereafter included on a duly recorded, final subdivision/land development plan for The Oaks - Phase 3 and any amendment to such plan.

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1.04. "**Owner**" shall mean and refer to the record owner whether one or more persons or entities, of fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as a security for the performance of an obligation. Owner does not include the Declarant.

1.05. "**Property**" shall mean and refer to that certain property described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association. This Declaration shall affect only those portions of the property described in Exhibit "A" as are now or hereafter included in a duly recorded, final subdivision/land development plan of The Oaks - Phase 3, North Londonderry, Township, Lebanon County, Pennsylvania, as recorded in Lebanon County Plan Book 43, Volume     , Page 127. This Declaration shall not affect in any manner whatsoever any Lot or any portion or part of the property unless and until such Lot or portion or part of the property has been subdivided into individual Lots, pursuant to a duly recorded, final subdivision/land development plan for Dennis L. Hess and Carole A. Hess, husband and wife.

**ARTICLE II**  
**ASSOCIATION MEMBERSHIP**

2.01. The Association shall have two (2) classes of members. The qualifications and rights of each class shall be as follows:

(a) **Class A.**

(1) Every Owner, other than the Declarant, shall be a Class A member. Membership shall include an undertaking by an Owner to comply with and be bound by the Articles of Incorporation, the By-Laws and amendments thereto, this Declaration, and the policies, rules and regulations at any time adopted by the Association in accordance with the By-laws and this Declaration. Membership shall be accompanied by payment of the initial assessment in advance. Membership in the Association shall terminate on such member's ceasing to be an Owner of a Lot.

(2) Each member in good standing shall be entitled to vote on each matter submitted to a vote of the members, provided, however, that each member shall be an Owner. A member shall have one (1) vote for each Lot owned by such Owner. When more than one (1) person holds an in 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 (1) vote be cast with respect to any Lot. Any such joint Owners shall designate and register with the Secretary of the Association the name of that Owner entitled to cast such single vote.

(3) At membership meetings all votes shall be cast in person or by proxy registered with the Secretary.

(4) The Board of Directors is authorized to establish regulations providing for voting by mail.

(b) Class B.

(1) The Class B Member shall be the Declarant and shall be entitled to one vote for each Lot owned. The Class B Member shall not be required to pay maintenance assessments as per Article III, Section 3.01(a). Upon sale of all the Lots, the Class B membership shall cease to exist.

2.02. 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 repeal rules and regulations from time to time.

2.03. Liability of Board Members, Declarant and Employees. Neither any Member of the Board of Directors, the Declarant, 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 or omission of the Association, the Declarant, the Board of Directors, or any other representatives or employees of the Association; and the Association shall indemnify and hold harmless such Board Member, Declarant, or other person from any and all claims and demands and expenses (including reasonable counsel fees) arising by reason of any alleged wrongful act or omission, in accordance with Article XV of the Association's Bylaws. Nothing contained herein shall be construed to limit the liability of the Association.

**ARTICLE III  
MAINTENANCE ASSESSMENTS**

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) An initial assessment;~~
- ~~(2) Annual assessments or charges;~~
- ~~(3) Special assessments for improvements, such assessments to be established as hereinafter provided.~~

~~(b) The annual 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 to which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' 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.~~

**SEE AMEND. #2**

3.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for:

(a) Providing for the maintenance of Lot 50A, specifically including the stormwater management facilities as delineated on Lot 50A on the final subdivision plan for The Oaks - Phase 3. The facilities contained within the said Lot 50A include drainage pipes, endwalls, headwalls, spillways and other stormwater management structures, which shall be the duty of the Association.

(b) Providing for the maintenance of any drainage pipes, endwalls, headwalls, or other stormwater management structures from the right-of-way of any streets to be offered for dedication to North Londonderry Township, which shall be the duty of the Association, but not the maintenance of drainage pipes, endwalls, headwalls or other stormwater management structures located within the right-of-way of any streets to be offered for dedication to North Londonderry Township;

(c) Paying the monthly electric charges, and maintaining and replacing the electric street lights and poles within The Oaks - Phase 3. *4 7*

(d) Providing for the maintenance of any entrance signs and landscaping contained within easements for any entrance signs identifying The Oaks - Phase 3; *4 2*

(e) Complying with the special conditions for the permits obtained by Declarant, or as noted on the final subdivision plan for The Oaks - Phase 3, where the special conditions relate to maintenance of the stormwater management facilities, the electric lights or the signs referred to above;

(f) Obtaining any necessary liability insurance coverage for maintenance of Lot 50A, the stormwater management facilities, the electric lights and poles, and/or the entrance signs;

(g) Any additional facilities which are the responsibility of the Association as noted on plans for Future Phase 4 of The Oaks, including such items as additional stormwater management facilities and street lights; and

(h) Such other purposes as the Board of Directors may determine from time to time.

3.03. Initial Assessment. Upon purchase of a lot, the purchaser shall be assessed an initial assessment of Three Hundred Fifty Dollars (\$350.00). This shall apply to purchase from the Declarant and subsequent Owners of Lots.

**SEE AMEND. #2**

3.04. Assessments. For the calendar year 1996, the annual assessment shall be One Hundred Twenty and No/100 Dollars (\$120.00) 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  
each class of members  
this purpose.

**SEE AMEND. # 2**

affirmative ratification by 2/3 of  
a meeting duly called for

3.05. Special Assessments 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.

3.06 Special Assessment for Capital Improvements. 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 costs of capital improvements to any land owned by the Association or any structures or facilities the Association is responsible to maintain.

3.07. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on an annual, quarterly or monthly basis, as shall be determined by the Board of Directors.

3.08. Membership Approval of Special Assessments. If the amount of a special assessment when added to the annual assessment exceeds one hundred and ~~ten~~ percent (125%) of the previous year, then the amount of the special assessment, to the extent it causes the total assessment for the year to exceed twenty-five percent (25%) of the previous year assessment, shall be subject to the affirmative ratification by two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for this purpose.

TWENTY FIVE

3.09. Due Date. The annual assessment provided for herein shall commence as to each Lot on the first day of each year after the conveyance from Declarant to Owner. Owner shall pay at settlement the then current year assessment prorated to the date of settlement for each Lot. The Board of Directors shall fix the annual assessment against each Lot during the first quarter of each year. Written notice of the annual assessment shall be sent to every Owner. 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.

3.10. 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 rate of interest of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

3.11. Subordination of Lien to Mortgage. The line 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 lien 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.

3.12. **Rights of the Township of North Londonderry to Maintain and Assess.** If the Association fails to properly maintain the stormwater management facilities or street lights described in Section 3.02 above, the Township of North Londonderry is expressly given the right to maintain such stormwater management facilities or street lights. The Township's exercise of said rights shall be subject to the procedures and requirements for dealing with common open space as set forth in Section 705 of the Pennsylvania Municipalities Planning Code, Act of July 21, 1968, P.L. 805, as amended and reenacted by Act 170 of 1988; 53 P.S. §10705. In addition to the rights set forth above, the Association expressly grants the Township of North Londonderry the right to maintain such stormwater management facilities or street lights if the Association shall fail to do so and to ratably assess the costs thereof against the Lots included within the Association, and if unpaid, to file such costs together with any penalty provided by law for such costs as municipal claims against the Lots.

**ARTICLE IV  
EASEMENTS**

4.01. **Easements for Stormwater Management.** Certain Lots shall be subject to certain easements for the purposes of managing stormwater which said lots shall be indicated on the final subdivision plan for The Oaks - Phase 3.

4.02. **Easement for Utilities.** All Lots are subject to the requirements for providing adequate electric, telephone service, 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, telephone lines, and cable T.V. service which presently exist or which may exist or be secured in the future.

4.03. **Easement for Maintenance.** Certain Lots are subject to certain maintenance requirements that the Association may be obligated to perform as more particularly set forth in Section 3.02 above. Certain Lots shall be subject to an easement in favor of the Association, its agents, workers or employees for ingress and egress as well as access to the Lot as shown on the final subdivision plan for The Oaks - Phase 3 in furtherance of the maintenance provisions of Section 3.02. Should the Association fail to perform required maintenance of the stormwater management facilities or street lights described in Section 3.02(a) above, the Township of North Londonderry shall have the right to use the easement in favor of the Association described herein to perform such maintenance.

**ARTICLE V**  
**ARCHITECTURAL CONTROL**

5.01. **Architectural Control Committee.** The Declarant shall initially appoint an Architectural Control Committee and shall fill any vacancies in said committee. After the Declarant has conveyed all of the lots in The Oaks - Phase 3, then The Oaks of North Londonderry Township Homeowners Association shall thereafter appoint the Architectural Control Committee.

5.02. **Building Plans Approval.** No structure shall be erected, placed or altered on any lot until the construction plans have been approved by the Architectural Control Committee as to quality of workmanship, architectural design and colors with existing structures, and as to location relative to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line.

SEE AMEND. #2

5.03. **Project Builder.** Designated builder(s) for homes in The Oaks - Phase 3 will be approved by the Architectural Control Committee.

5.04. **Setback Requirement.** A building setback line shall be maintained in compliance with North Londonderry Township requirements.

5.05. **Zoning.** The Zoning Ordinance and all regulations passed by North Londonderry Township municipal government shall apply to the development of this land and any revisions or amendments to such ordinance and regulations shall be applicable as well.

5.06. **Construction Period.**

(a) In order to assure the desired residential atmosphere of The Oaks - Phase 3 development, every purchaser of a building lot agrees to commence the erection of a residence upon settlement on the respective lot, said erection to be completed within twelve (12) months. The Architectural Control Committee may waive this requirement by giving written notice of such waiver to such lot owner.

(b) Both the Declarant's contractor and the builders for Owners of Lots shall maintain their respective work area in good condition and prevent any debris from construction littering surrounding lots. All lots shall be kept in sightly condition prior to and following the completion of the residence being constructed.

(c) Fine grading, seeding and service pavements shall be completed within six (6) months of completion of dwelling.

5.07. **Abandoned Structures.** Structures, including but not limited to patios, structures, tool storage

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~~and garden sheds, garages, greenhouses or any other out buildings, attached or unattached, or any other above-ground improvements shall not be constructed without the prior written approval of the Architectural Control Committee. All requests for such improvements shall be submitted in writing to the Architectural Control Committee. All requests for such improvements shall be submitted in writing to the Architectural Control Committee. All decisions of the Committee concerning such requests shall be final and shall be based upon the same criteria as Section 5.02.~~

**SEE AMEND #2**

5.08 **Fences.** No fences or walls shall be erected along or within fifteen (15) feet of any property line of any lot without the Architectural Control Committee's written approval who shall control the height and adequate openings of same so as not to block the view and air of adjoining lot owners.

5.09. **Landscaping Plan.**

(a) Prior to the occupancy of any dwelling located on a Lot a landscaping plan for the Lot, showing the type, size and location of plants and materials shall be submitted to and approved in writing as to conformity and harmony with existing structures, topography and finished ground elevation by the Architectural Control Committee, or by a landscaping committee appointed by the Architectural Control Committee. The grass plot on the Lot and the plants and materials as shown on the landscaping plan shall be installed by the Owner within one (1) year of the commencement of construction of any dwelling on the Lot.

(b) No living trees on the property, other than those in the area cleared for erection of improvements, shall be destroyed without the consent of the Architectural Control Committee. All trees planted within ten (10) feet of the public right-of-way shall be of a variety specified by the Architectural Control Committee.

5.10. **Plan Changes.** No changes shall be made in the approved building plans prior to the occupancy of any dwelling house located on a Lot without the prior written approval of the Architectural Control Committee, and no substantial change shall be made in the approved landscaping plan without the approval of the Architectural Control Committee.

5.11. **Exterior Changes After Occupancy.** After the initial occupancy of any dwelling house located on a Lot, any erection of a structure (including but not limited to fences, walls and mailboxes), any addition or alteration to the exterior of a structure, or any change in the existing color or finish of any exterior surface of any building on a Lot shall not be done until plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, and finished ground elevation topography, by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such change, design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.



**ARTICLE VI**  
**PROTECTIVE COVENANTS**

6.01. **Residential Use.** The Lots shall be used for residential purposes only, and no other land use shall be permitted thereon at any time; provided, this does not prohibit the right of Declarant to replot a Lot or Lots to provide for a public street or driveway to connect to other residential properties. No Lot or residential dwelling shall be rented for a period of less than six (6) months.

6.02. **Commercial Enterprises.** No store, business, office or commercial enterprise shall be maintained or operated in any private residence whether or not such use would be maintained or operated in any private residence and whether or not such use would be permitted in any zoning district of North Londonderry Township. An office may be permitted if such permission is granted, in writing, by the Architectural Control Committee and such office does not cause a visible change to the exterior residential character of the Lot.

6.03. **Temporary Structures.** No structure of a temporary character, mobile home, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.

6.04. **Exterior Materials.** No building blocks shall be used in the exterior walls of any building above the finished grade of the ground unless faced or covered with brick, natural stone, wood, aluminum siding, or such other materials as shall have the prior approval of the Architectural Control Committee.

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) No buildings shall be erected on any lot except on a single detached one-family residence building of new construction on the lot ~~attached or detached at least two (2) car garage. (Exception may be granted for a small pool house, swimming pool and facilities, tennis court, and house.)~~
- (b) Minimum building size shall be ~~square feet of living space defined as follows: all interior finished above grade, excepting basements, garages, porches, decks.~~
- (c) All buildings shall be finished to grade with brick or stone.
- (d) No composite wood sidings will be permitted.

6.06. **Land Use and Building Type.** No lot shall be used except for single family residential purposes, except as set forth in Section 6.01 herein. No buildings shall be erected, ~~altered, placed or permitted to remain on any lot other than one detached single family~~

SEE AMEND. #2

~~dwelling not to exceed~~ **SEE AMEND. # 2** ~~private garage. This shall~~  
~~not preclude pool~~ ~~Architectural Control Committee.~~

6.07 Utilities. All lots must use the public water and sewer as available.

6.08 Mailboxes. All mailboxes must follow the conformity established or approved by the Architectural Control Committee.

6.09 Driveways. All driveways must be paved with either concrete or asphalt.

6.10. Storage Tanks. No tank for storage of ten (10) gallons or more of gas or flammable liquids may be maintained outside of a building on any Lot, provided that propane tanks used for fireplaces may be maintained outside of a building if screened from view of any adjoining property or street.

6.11. 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. However, no dog, cat or other household pet may be maintained outside of the residence constructed on the lot and no doghouse or other constructed dwelling for the pet may be maintained outside the aforesaid dwelling. The pet shall be properly confined (a properly confined pet is defined as on a leash when outside the premises). Barking dogs left outside shall not be permitted.

6.12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

6.13. Vehicles. ~~Owners of lots shall be expected to garage or house trailers, recreational vehicles, boats, boat trailers, or junk vehicles owned by them. 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. A trailer, recreational vehicle, boat, boat trailer, or junk vehicle may be parked on any street of The Oaks - Phase 3. In the event that an owner must temporarily park a recreational vehicle, boat or boat trailer for a seasonal period, this parking shall be permitted on any street of The Oaks - Phase 3. This parking shall be permitted on a year round basis, but must be garaged. In the event that the owner has a garage facility, any recreational vehicle, boat or trailer shall be parked or stored to the rear of the front building setback line of the owner's lot. No modular home is to be placed or built on any lot unless its final appearance in every way is comparable to other houses erected in the development.~~

**SEE AMEND. # 2**

6.14. Repair of Motor Vehicles. No repair of any motor vehicles shall be permitted outside of any garage building.

Fee RULING

6.15. Radio and Television Antennas. No radio or television antennas, or satellite dish antennas, shall be erected or maintained outside of a building on any Lot, provided that satellite dish antennas, at 24" diameter or less, may be erected outside of a building after approval as to style and location by the Architectural Control Committee.

6.16. Nuisances.

(a) No obnoxious or offensive trade or practice of any kind shall be carried on or upon any of said lands, nor shall anything be done which may become an annoyance or a nuisance to the neighborhood.

(b) All owners of vacant land shall keep the same free from collection of refuse and shall mow said lots at least six times during each mowing season unless the grass is kept short by other methods.

(c) In the event any resident believes that a nuisance or offensive practice is being committed, such member may present the facts of his complaint in writing to the Architectural Control Committee. After reasonable investigation and opportunity for personal hearing, such committee shall decide whether or not the nuisance or offensive practice of any kind does exist, such finding shall be conclusive and the continuance of the offensive conduct, after notice to terminate such conduct has been delivered to the responsible persons, shall constitute a violation of this covenant. In addition to such remedy, a complaining member shall have the usual relief available in an action at law or equity.

6.17. Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign or one sign of not more than five (5) square feet for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

SEE AMEND. #2

6.18. Exterior Laundry Drying Facilities. Exterior laundry drying facilities including, but not limited to, posts and lines, racks and rotating type equipment are prohibited unless such units can be screened from view off of the Lot immediately upon installation.

6.19. Resubdivision. Any further subdivision of any Lot on the aforesaid Plan is forbidden by a successor in title to the Declarant, unless said subdivision is either first approved by the Board of Directors of the Association, or if the resubdivision is pursuant to Section 6.01 herein.

6.20. Earth Excavation. No ground shall be removed from any Lot by any successor in title to the Declarant, except as shall be hauled at the expense of the owner of said Lot to a place within The Oaks - Phase 3 as designated by the Declarant or otherwise, except as otherwise approved by the Declarant.

6.21. Land Near Watercourses. No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (20) feet of any open watercourse, except that clean fill may be placed nearer, provided, that the natural watercourse is not altered or blocked by such fill.

6.22. Street Right-of-Way. The area between the edge of any public street (Lot property line) and the curb within the right-of-way along all paved streets shall be developed and maintained as part of the landscaping plan of any Lot, but in no event shall trees be planted within this area.

6.23. Rights of Way. The lots are sold subject to the rights of way granted to public utilities and to the developer for installation of utilities.

**ARTICLE VII**  
**GENERAL PROVISIONS**

7.01. Enforcement. 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 Declarant or by the Owner of any Lot in The Oaks - Phase 3. 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 provision 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. The Township of North Londonderry shall have the power to enforce the provisions of this Declaration relating to maintenance of stormwater management facilities for which assessments may be levied as set forth in Section 3.02(a).

7.02. Covenants Running With the Land. These covenants set forth in this Declaration shall be binding on all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the Owners Lots has been recorded agreeing to change said covenant in whole or in part. Notwithstanding the foregoing, the responsibility of the Association to maintain the stormwater management facilities or street lights set forth in Section 3.02 shall not be modified without the written concurrence of the Board of Supervisors of North Londonderry Township and the Lebanon County Planning Department.

7.03. 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.

7.04. 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 present or future law or ordinance.

7.05. Limitation on Responsibilities of Declarant. Declarant's responsibilities under this Declaration shall cease at such time as (a) all stormwater management facilities described in Section 3.02 have been constructed in accordance with the specifications of the Lebanon County Subdivision and Land Development Ordinance, and the Approved Plan; (b) such stormwater management facilities have been inspected and approved by the County Engineer; (c) all financial security relating to the stormwater management facilities, by Declarant, have been released by the Lebanon County Planning Department; (f) Declarant has transferred the Property to a third party or parties; and (g) Declarant and the Association have provided the Township and the Lebanon County Planning Department with written documentation that the Association has assumed responsibility for the maintenance of the stormwater management facilities. Notwithstanding the foregoing, Declarant's responsibilities shall continue during the time that Declarant is owner of any Lot or in the event the stormwater management facilities are not completed, inspected or approved as set forth in (a) and (b) herein.

IN WITNESS WHEREOF, DENNIS L. HESS and CAROLE A. HESS, Declarant herein, have executed this Declaration this 6th day of December, 1995

WITNESS:

[Signature]

Dennis L. Hess  
DENNIS L. HESS

[Signature]

Carole A. Hess  
CAROLE A. HESS

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF DAUPHIN : SS.

On this, the 6th day of DECEMBER, 1995, 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.



[Signature] (SEAL)  
Notary Public