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RECORDER OF DEEDS
LANCASTER, PA.

REGISTERED
MANHEIM TOWNSHIP
LANCASTER COUNTY, PA

BRIGHTON

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

This Declaration is made this 5th day of August, 1996, by BRIGHTON LAND COMPANY, L.P. ("Developer").

BACKGROUND: BRIGHTON LAND COMPANY, L.P. is the owner and developer of certain tract of real property located in Manheim Township, Lancaster County, Pennsylvania, as fully described in a legal description attached hereto and made a part hereof by reference as Exhibit A. This real property is also referred to in this Declaration as "the Premises". Developer intends to develop this real property as a residential development to be called Brighton (the "Development").

The Development shall include, but is not limited to, streets, curbs, water and sanitary sewer systems, storm water management systems, and various utility services.

The Development will be developed in several phases and it is the intention of Developer that this Declaration apply to all phases of the Development except that portion of the Development intended for commercial use and development.

Developer desires to impose on the Premises generally, as covenants running with the land, certain covenants, conditions, restrictions, limitations, regulations, and agreements.

NOW, THEREFORE, intending to be legally bound, Developer hereby declares and imposes the following covenants, conditions, restrictions, limitations, regulations, and agreements upon the Premises generally and upon all Lots of the initial phase and all subsequent phases of the Development (except that portion of the Development devoted to and intended for commercial development shown as Phases C-1 and C-2 in the Tentative Site Plan):

ARTICLE I - DEFINITIONS

1.01. "Association" shall mean and refer to the BRIGHTON ASSOCIATION INC., its successors and assigns.

1.02 "Common Open Space" shall mean those areas as shown on the Plan marked "Common Open Space" and those areas as shown on the respective plans for subsequent phases of the Development intended by the Developer to fully comply with the Common Open Space requirements as set forth in Section 2306(e)(3) of the Zoning Ordinance of Manheim Township - 1989, as amended.

1.03. "Developer" shall mean and refer to BRIGHTON LAND COMPANY, L.P., or its successors and assigns.

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1.04. "Development" shall refer to the residential and commercial real estate development known as Brighton, located in Manheim Township, Lancaster County, Pennsylvania.

1.05. "Dwelling Unit" shall be defined as a single housekeeping unit with kitchen, bathroom, living facilities, and one or more bedrooms.

1.06. "Lot" shall mean and refer to any of the residential Lots shown on the Plan. Developer may, subject to approval by Manheim Township, make additional residential real property (ie: residential real property not shown as part of the premises on the Plan of Developer) in subsequent phases of the Development subject to this Declaration by filing an amendment to this Declaration identifying this real property. Upon the filing of this amendment, the lots as shown on the respective plans for subsequent phases of the Development shall become Lots and shall be subject to this Declaration.

The Lots shall consist of three categories, namely Townhouse Lots, Single Family Type A Lots, and Single Family Type B Lots, all as shown and delineated on the Plan, as that term is defined below.

1.07. "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 sale agreement, but excluding those having such interest merely as security for the performance of an obligation.

1.08 "Plan" shall mean and refer to that certain land development plan which has received Tentative Plan approval by the Commissioners of Manheim Township, Lancaster County, Pennsylvania, identified as follows (the contents of this Plan being incorporated herein by reference):

Drawing 93-172 , Sheets 1 thru 33 of 33 sheets, dated 11 August 1995, prepared by David Miller Associates, Job No. 93-172.1.

1.09 "Regulations" shall mean and refer to the Brighton Design, Development, Construction and Landscaping Standards as adopted and promulgated from time to time by Developer. The establishment, amendment and enforcement of these Regulations shall be at the sole discretion of Developer. All decisions in the Regulations in which aesthetics are to be considered shall be made in the sole discretion of Developer. If the Regulations are in any manner inconsistent with any language contained in this Declaration, except with respect to Common Open Space, the Regulations shall prevail provided such regulations are not inconsistent with all governing ordinances and/or regulations of Manheim Township.

ARTICLE II - ARCHITECTURAL CONTROL

2.01. Type of Building. No building or structure shall be constructed, erected, maintained, used or altered to be used, upon any part of the Premises for any purpose other than those as set forth in the Regulations and except as permitted under all applicable ordinances and/or regulations of Manheim Township.

2.02. Plans and Specifications. No dwelling house, garage, or structure of any character (or driveway or fence) shall be erected, constructed, located, maintained or used on any Lot (nor shall any addition to, change, or alteration thereof be made, including changes in color scheme) unless and until the specifications and plans, exterior color scheme, location, front and rear facings, roofing, elevations, landscaping and grading plans (together with a statement of the estimated costs) have been submitted to and approved in writing by the Developer pursuant to the Regulations and a copy thereof as finally approved lodged permanently with the Developer. The Developer shall have the right to decline to approve any plans and specifications that are submitted, which are not suitable or desirable, in the Developer's opinion, for aesthetic or other reasons, taking into consideration the effect of the building or other structures as planned on the adjacent or neighboring properties and whether the plans are in keeping with, and are in general harmony with the surroundings. All construction and landscaping shall be promptly completed in full and complete compliance with the approved plans and specifications and within nine months after construction is started. There shall be no change or deviation from the approved plans and specifications (including changes in exterior colors of roofs, siding, shutters, etc.) without the prior written approval of the Developer. Completion requires finished grading and seeding.

2.03. Building Use. The premises hereby conveyed shall be used for residential purposes only, and no store, tavern, beauty salon, barber shop or other public, commercial, or industrial business shall at any time be maintained thereon without the specific written approval of Developer and except as shall be permitted by the applicable ordinances of the Township of Manheim. Developer reserves the right to maintain buildings as model houses for display to prospective purchasers. These model homes, however, shall comply with all other restrictions and covenants set forth in this Declaration. As set forth above, these restrictions generally, and this paragraph specifically, does not apply to that portion of the Development intended for commercial development.

2.04. Signs. No advertising signs or billboards shall be permitted on any Lot, except, however, the signs of real estate companies, not exceeding four square feet, advertising Lots or homes for sale. Excluded from this restriction shall be the Developer's sign identifying the development, and/or any sign erected by Developer for the specific purpose of marketing the Development.

2.05. Laundry. No poles or appliances upon which to hang or expose laundry shall be erected or maintained on any Lot. Laundry may be aired in rear yards of Lots provided that it is suitably screened from public view.

2.06. Outdoor Lighting. No free standing outdoor lights shall be permitted, except as may be erected by the Developer or by the Association.

2.07. Swimming Pool. No above ground swimming pool shall be placed or erected on any Lot except for kiddie pools less than 24 inches high and less than 100 square feet in area.

2.08. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or in any home 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. Household pets 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 Lot owners. All household pets must all be controlled to prevent damage to other Lots within the Development. No pet shall be permitted on the Common Open Space except on a leash and under the control of its owner. Pet owners shall be responsible for immediately removing all pet droppings from the Common Open Space.

2.09. Trash. The premises shall be kept free of rubbish, trash and junk of any kind at all times. No garbage cans or trash containers shall be located in the front or side lawn area of any Lot for more than a 24 hour period. All trash enclosures shall be prohibited in the front or side yard of any Lot.

2.10. Storage of Certain Vehicles and Boats. No unregistered, inoperative and/or uninspected trucks, motorcycles, or automobiles, boats, trailers, motor homes, or recreational vehicles shall be stored anywhere on the Premises outside of a house or garage.

2.11. Commercial Vehicles. Parking of any commercial trucks, buses, or similar vehicles on any Lot or on the public streets of the Development is prohibited, except for loading and unloading.

2.12. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage, or any other structure or outbuilding shall be used or erected on any Lot at any time and be used as a residence, either temporarily or permanently.

2.13. 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 other Lot owners. No exterior ornamentation, except Holiday decorations, shall be permitted without the written consent of Developer.

2.14. Antennas, Disks, and Towers. No outside receiving or transmitting antennas, disk-type receivers or towers shall be erected or maintained on any Lot without the express written consent of the Developer. However, disk-type receivers of a diameter of twenty four (24) inches or less shall be permitted provided that the installation of these receivers is made pursuant to rules and regulations adopted from time to time by the Association and in accordance with all applicable ordinances and/or regulations of Manheim Township..

2.15. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarry or mining operations of any kind shall be permitted upon or in any Lot or elsewhere on the Premises.

ARTICLE III - RESIDENTS ASSOCIATION

3.01. Membership. Each Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot shall be subject to assessment as set forth below.

3.02. Voting Rights. The Association shall have two classes of voting membership:

(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 of the Association. The vote for such Lots 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) 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) At such time as the Developer has sold 25% of the Lots in the Development, the number of votes to which the Class B Member shall be entitled shall not exceed the total number of votes which may be cast by Class A Members.

(ii) At such time as the Developer has sold 50% or more of the Lots in the Development, the number of votes to which the Class B Member shall be entitled shall not exceed 33 1/3% of the total number of votes which may be cast by Class A Members; and

(iii) At such time as the Developer has sold 75% of the Lots in the Development, the Class B Membership shall cease to exist and any Lots retained by the Developer shall be converted to Class A Membership.

(c) For the purposes of this Paragraph 3.02, and specifically in making the calculations contemplated by Sections 3.02 (b)(I),(ii), and (iii), the term "Lot" shall include all single-family residential Lots contemplated by Developer in all phases of the Development as that number is stated in and depicted on the Plan.

(d) An Owner who is a member of the Association may assign his or her membership voting rights to a tenant residing in the house constructed on that Owner's Lot. Such assignment shall be effected by filing with the secretary of the Association a written notice of assignment signed by the Owner.

3.03. 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, from time to time, to make, establish, promulgate, amend or repeal Rules and Regulations which shall be binding on all Lots and Owners (and their tenants).

3.04. Liability of Board Members, Developer, and Employees. Neither any officer of the Association, 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 or omission of the Association, the Developer, the Board of Directors, or any other representative or employee of the Association; and the Association shall indemnify and hold harmless such officer, 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.

ARTICLE IV - MAINTENANCE ASSESSMENTS

4.01. Lien of Assessments. The Developer, for each Lot owned in the Development, hereby covenants, and each Owner, by acceptance of a deed for any Lot, whether or not it is specifically expressed in his or her deed, is deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges imposed on Lots by the Board of Directors of the Association; and,

(b) Special assessments for capital improvements, such assessments to be established and collected as set forth below.

The annual and special assessments, 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, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner for assessments made while Owner holds title to each respective Lot. The personal obligation for the delinquent assessments shall not pass to any Owner's successors in title unless

expressly assumed by them. However, the charge of any assessment against each respective Lot shall survive any transfer of title.

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

(a) the maintenance and fertilization of the lawns, grounds, trees, shrubbery, street lights, street furniture, recreational facilities, signs and/or structures erected, if any, at the entrance or entrances of the Development and in Common Open Space as that term is defined in the Zoning Ordinance of Manheim Township until such Common Open Space is accepted for dedication by Manheim Township. (Developer acknowledges that the Township has no obligation to accept an offer of dedication).

(b) maintenance, repair, and/or reconstruction of the Development's storm water management system; and

(c) maintenance, repair, and/or reconstruction of the non-dedicated roads, drives, walkways and/or alleys in the Development. This shall include snow removal.

4.03. Association's Maintenance and Repair Obligations.

(a) Eighteen months following completion of construction of all the capital improvements set forth in Section 4.02 (a), (b) and (c), above ("the Improvements"), or at such earlier time as Developer shall delegate this responsibility to the Association, and the Association shall have accepted such responsibility, the Association shall be responsible for maintenance, repair, and/or reconstruction of the Improvements. Developer acknowledges that the Development will be constructed in phases and therefore the Association's responsibility for maintenance and repair of the Improvements shall begin eighteen months following completion of construction of the various Improvements in each phase. The Association's maintenance and repair obligation relative to the Improvements shall apply only to maintenance or repair required because of normal and usual wear and tear and deterioration; and if maintenance or repair is required as the result of any act of an Owner, then that Owner shall pay to the Association the costs and expenses incurred by the Association with respect to such maintenance and repair. The Owner of each Lot shall obtain and maintain casualty loss insurance with usual extended coverage endorsements, the proceeds of which insurance shall be available (subject to any mortgagee payable clause) to the Association for any maintenance or repair caused by any act of an Owner.

(b) The Association's obligations relative to the Development's Storm Water Management System are more fully documented and set forth in a Storm Water Management Agreement and Declaration of Easement executed by the Developer and the Township of Manheim.

(c) The Association's obligation to maintain lawns, trees and shrubbery shall begin immediately upon the planting of all lawn, trees and shrubbery by Developer and shall not be subject to the eighteen month limitation established for the rest of the Improvements as set forth in Section 4.03 (a), above. Developer makes no warranty relative to lawns, trees, and shrubs and shall not be responsible for re-seeding lawns or replanting trees and shrubs , except as may be required by the Storm Water Management Agreement and Declaration of Easement executed by the Developer and Manheim Township.

4.04. Annual Assessments. The annual assessment on each Lot shall be fixed by the Board of Directors. The Board of Directors may, in its sole discretion, elect to make the annual assessment payable monthly, quarterly or semi-annually. The assessment shall commence as to each Lot on the date of deed of conveyance of that Lot from the Developer and shall be pro-rated for the calendar year and/or month in which closing occurs, as set forth in Section 4.07, below. Since the assessment does not commence until conveyance of each Lot from the Developer to a third-party purchaser, Developer shall not be liable for and shall not pay the annual assessment for any Lot owned by it.

4.05. 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, cost of any reconstruction, repair, or replacement of any capital improvement the maintenance, repair and/or replacement of which is the responsibility of the Association pursuant to Section 4.02 and Section 4.03, above.

4.06. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate within each class of Lots. These assessments shall be uniform for all Townhouse Lots, for all Single Family Type A Lots, and for all Single Family Type B Lots, but need not be uniform among all Lots. For example, the annual assessment for Townhouse Lots may differ from the annual assessment for Single Family Type A Lots.

4.07. Due Date. The annual assessment provided for herein shall commence as to each Lot on the date of the conveyance of the Lot from the Developer to an Owner. Owner shall pay at settlement the then current quarter assessment prorated to the date of settlement. The Board of Directors shall fix the amount of the next annual assessment against each Lot during the fourth 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 certification setting forth whether the assessments on a specific Lot have been paid.

4.08. 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 FNMA 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 any Owner personally obligated to pay the same, or foreclose the lien against the property.

4.09. 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 lien of any assessment. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any other 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 mortgagee shall be required to collect any assessment. No sale or transfer of any Lot pursuant to mortgage foreclosure or other judicial proceeding shall relieve such Lot from liability for any assessments becoming due after foreclosure or other judicial procedure. Further, failure to pay any assessment shall not constitute a default under any federally insured first mortgage.

4.10. Membership Approval of Special Assessments. If the amount of a special assessment when added to the annual assessment exceeds one hundred ten percent (110%) of the previous year then the amount of the special assessment, to the extent it causes the total assessment for the year to exceed one hundred ten percent (110%) 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.

4.11. Working Capital Assessment and Advance Payments. At the initial closing for each Lot (i.e. at the time each Lot is conveyed by the Developer to a third party Owner), the Owner shall pay a one-time working capital assessment to the Association in the amount of \$200.00.

ARTICLE V - COMMON OPEN SPACE

5.01. Establishment of Common Open Space Areas. The Plan has delineated Common Open Space Areas which are intended by the Developer to fully comply with the Common Open Space requirements as set forth in Section 2306(3) of the Zoning Ordinance of Manheim Township - 1989, as amended (hereinafter referred to as the Zoning Ordinance"). The area so delineated on the Plan as "Open Space" is hereby restricted to the uses permitted by the Zoning Ordinance in perpetuity. This Section 5.01 shall not be amended, revoked or superseded and shall not be subject to Section 7.05 (pertaining to Amendment) of this Declaration.

5.02. Offer of Dedication. As required by Section 2306(3)(G) of the Zoning Ordinance, the Common Open Space as delineated on the Plan is irrevocably offered for dedication to the

Township of Manheim for a period of ten (10) years from the date of the recording of the Plan. This offer of dedication shall extend for ten (10) years from the recording of the Plan as set forth above, and all subsequent final plan approvals for all subsequent phases of the Development. (The recording of final plans for subsequent phases of the Development shall begin a new ten year dedication period for Common Open Space delineated on these subsequent plans.) The Township of Manheim shall have no duty to maintain or improve the Common Open Space unless and until the offer of dedication has been accepted by formal action of the Board of Commissioners. Any delay or refusal of a request to accept dedication of Common Open Space shall not limit the right of the Township of Manheim to accept all or any portion of the Common Open Space for dedication at any time within ten (10) years after the recording of the Plan referred to above or the final Plan approvals for subsequent phases.

In the event that the Township of Manheim does agree to accept dedication of the Common Open Space, the dedication and conveyance by Developer to the Township shall be for no consideration and shall be conveyed free and clear of all liens and encumbrances.

5.03. Conveyance of Common Open Space to the Association.
In the event that the Township of Manheim does not accept dedication of the Common Open Space upon the recording of the Plan, the Developer shall convey to the Association that portion of the Development shown on the Plan as "Open Space". This conveyance shall be without consideration and shall be under and subject to the right of the Township of Manheim to subsequently accept dedication of the Common Open Space all as set forth above. The Deed from the Developer to the Association shall provide that the Common Open Space conveyed is and shall be restricted for use as open space in perpetuity. Once conveyed to the Association, the Association shall have the maintenance and repair obligations as set forth in Article IV, above, until dedication or conveyance by the Association. However, Developer shall have the obligation of maintenance and repair as set forth in Article IV, above, until such time as the Common Open Space is conveyed to the Association. This Paragraph 5.03 shall not be amended, revoked or superseded and shall not be subject to Section 7.05 (pertaining to Amendment) of this Declaration.

5.04. Failure of Association to Maintain Common Open Space.
In the event the Developer or the Association, as the case may be, shall at any time fail to maintain the Common Open Space in reasonable order and condition in accordance with the duly recorded Final Subdivision/Land Development Plan, Manheim Township may serve written notice upon the Developer or the Association setting forth the manner in which the Developer or the Association has failed to maintain the Common Open Space in reasonable condition; and said notice shall include a demand that such deficiencies be corrected within thirty (30) days thereof, and shall state the date and place of a hearing thereon which shall be held within fourteen (14) days of the notice. At such hearing, the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within

which they shall be corrected. If the deficiencies set forth in the original notice or in the modification thereof shall not be corrected within thirty (30) days or an extension thereof, Manheim Township, in order to preserve the taxable values of the properties within Brighton and to prevent the Common Open Space from becoming a public nuisance, shall have the legal right, but not the obligation, to enter upon the Common Open Space and maintain the same for the period of one (1) year. Said maintenance by the Township shall not constitute a taking of the Common Open Space, nor vest in the public any rights to use the same. Before the expiration of said year, the Township shall, upon its initiative or upon the request of the Developer or the Association, call a public hearing upon notice to the Developer or the Association to be held by the Township or its designated agency, at which hearing the Developer or the Association shall show cause why such maintenance by the Township shall not, at the option of the Township, continue for a succeeding year. If the Township or its designated agency shall determine that the Developer or the Association is ready and able to maintain the Common Open Space in reasonable condition, the Township shall cease to maintain the Common Open Space at the end of the year. If the Township or its designated agency shall determine that the Developer or the Association is not ready and able to maintain the Common Open Space in a reasonable condition, the Township may, in its discretion, continue to maintain the Common Open Space during the next succeeding year and subject to a similar hearing and determination, each year thereafter. The decision of the Township or its designated agency shall be subject to appeal to Court in the same manner, and with the same time limitations as is provided for zoning appeals. In all matters as set forth herein, the Township shall have the legal right, but not the obligation, to take such action as permissible by it.

The cost of such maintenance and all legal costs associated with the Township's maintenance and all hearings shall be assessed ratably against the Lots and shall be a lien upon the Lots from and after the date of assessment thereof. The Township at the time of entering upon the Common Open Space for the purposes of maintenance, shall file a notice of lien in the Office of the Prothonotary of Lancaster County upon the Lots within Brighton.

ARTICLE VI - EASEMENTS

6.01. Easements for Storm Water Management. Certain Lots on the final recorded subdivision plans for each phase of the Development may be burdened by certain easements required by the Development's storm water management system. Owners of these Lots shall keep all such Lots clear of all encroachments, including fill, structures, play equipment, storage of materials, etc.

6.02. Responsibility of Owners and Contractors. All Owners who purchase Lots and all contractors who build houses on Lots shall grade Lots and complete construction of all buildings on Lots in conformity with the Storm Water Management Plan approved by the Pennsylvania Department of Environmental Resources for the Development

and shall otherwise fully comply with all local, state and federal ordinances, statues, laws, and regulations in the grading of the Lots and construction of all buildings on Lots.

6.03. Easement to the Township of Manheim. Developer hereby grants to the Township of Manheim an easement, which shall be perpetual in nature and a covenant running with the land, across and over all Lots, all private drives, bituminous walkways, and all portions of the Common Open Space for the purpose of access to the Common Open Space to perform maintenance in and to the Common Open Space if the Township ever (i) accepts dedication of all or a portion of the Common Open Space or (ii) elects to maintain the Common Open Space as set forth in Paragraph 5.04, above. This paragraph 6.03 shall not be amended, revoked or superseded and shall not be subject to Paragraph 7.05 (pertaining to Amendment) of this Declaration.

6.04. Easement to Adjoining Lot Owners. Various of the Lots in the Development are intended to be, and have been approved by the Township of Manheim, as "zero lot line" lots. Included in these Lots are Townhouse Lots and Single Family Type B Lots. This means that the residence erected on various of the Lots shall have one or more of its walls on or close to the lot boundary line. Accordingly, for these lots, a cross easement is imposed on such lots and lots adjoining them, for the purpose of providing to all Lot Owners access to all portions of the structure erected on their respective lots for the purpose of maintenance and repair of these structures. For purposes of illustration, but not limitation, any Owner of a Lot shall have an easement over and on adjoining Lots for the purpose of painting his residence or replacing siding. If in exercising rights granted under this easement damage is done by a Lot Owner to an adjoining Lot, said damage shall be repaired within a reasonable time by the Lot Owner causing the damage.

This easement also includes an easement for minor encroachments on adjoining lots by, inter alia, roof and window overhangs and rain gutters and downspouts.

ARTICLE VII - GENERAL PROVISIONS

7.01. 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 Developer, by 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.

7.02. 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.

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 law or ordinance.

7.05. Amendment. Except with respect to Paragraphs 5.01, 5.03, and 6.03 (to which this Paragraph 7.05 shall not apply), all amendments to this Declaration must be approved by the Class B Member, if any, and by 67% of the Class A Members.

ARTICLE VIII - MISCELLANEOUS APPROVALS

8.01. It is intended that these covenants and the formation of an Association as set forth herein shall comply with all requirements of the Federal Housing Administration (FHA), the Veterans' Administration (VA), and the Federal National Mortgage Association (FNMA). In the event it is necessary to modify or alter the terms of any covenants, restrictions, or conditions set forth in this Declaration, for the purpose of conforming this Declaration to the Regulations of either FHA, VA, or FNMA, these changes may be made by the Developer without consent of the Class A Members, provided, however, that Developer obtains opinion of counsel that the proposed changes do not require approval of the

Class A Members and that the proposed changes are such as are authorized by this Section 8.01.

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

BRIGHTON LAND COMPANY, L.P.
A Pennsylvania General
Partnership

By: MILLFIELD CONSTRUCTION COMPANY,
General Partner

Attest:

By: Heather L. Hooley
Heather L. Hooley
Asst. Secretary

By: G. Robert Riahi
G. Robert Riahi,
President

EXHIBIT "A"

WEBER SURVEYORS, INC.

1076 CENTERVILLE ROAD
LANCASTER, PENNSYLVANIA 17601
PHONE: (717) 898-9466
FAX: (717) 898-9567

Legal Description
Brighton - Phase I
Manheim Township

July 9, 1996

ALL THAT CERTAIN piece, parcel, or tract of land situated on the East side of Fruitville Pike, S.R. 4011, and the South side of Erb's Quarry Road, T-578, located in Manheim Township, Lancaster County, Pennsylvania, as shown on a Final Plan of Brighton - Phase I, prepared by David Miller/Associates, Incorporated, Drawing No. 93-172.11, recorded in Subdivision Plan Book 194, Page CA5, said tract being more fully bounded and described as follows:

BEGINNING at a P.K. nail in Fruitville Pike, S.R. 4011, said point being a corner of lands now or formerly of Dale L. & Helen M. Landis; thence extending in and along Fruitville Pike, North eleven (11) degrees sixteen (16) minutes forty-nine (49) seconds West, a distance of four hundred thirty-seven and thirteen hundredths (437.13) feet to a P.K. nail, a corner of lands now or formerly of Vernon E. & Jane N. Geigley; thence extending along the same, the four (04) following courses and distances: [1] North seventy-six (76) degrees fourteen (14) minutes thirteen (13) seconds East, a distance of eighty-six and twenty-two hundredths (86.22) feet to an iron pin; [2] North seventy-six (76) degrees fifty-one (51) minutes twelve (12) seconds East, a distance of twenty-two and twenty hundredths (22.20) feet to an iron pin; [3] North eleven (11) degrees nineteen (19) minutes fourteen (14) seconds West, a distance of two hundred forty-four and sixty-six hundredths (244.66) feet to an iron pin; and [4] South seventy-six (76) degrees nine (09) minutes twenty-seven (27) seconds West, a distance of one hundred eight and eighteen hundredths (108.18) feet to a P.K. nail in Fruitville Pike; thence extending in and along the same, the two (02) following courses and distances: [1] North twelve (12) degrees fifty-two (52) minutes forty-nine (49) seconds West, a distance of thirty-one and twelve hundredths (31.12) feet to a point; and [2] North nine (09) degrees eighteen (18) minutes fifty (50) seconds West, a distance of two hundred sixteen and ninety-two hundredths (216.92) feet to a P.K. nail; thence leaving Fruitville Pike, and extending in and along Erb's Quarry Road, T-578, respectively, North seventy-six (76) degrees two (02) minutes fifty-five (55) seconds East, a distance of three hundred twenty-eight and ninety-three hundredths (328.93) feet to a P.K. nail, a corner of lands now or formerly of Annette G. Long; thence extending along the same, the six (06) following courses and distances: [1] South fourteen (14) degrees seventeen (17) minutes nineteen (19) seconds East, a distance of twenty and fifty-seven hundredths (20.57) feet to a point; [2] on a line curving to the left, having a radius of twenty and zero hundredths (20.00) feet, an arc length of thirty-one and forty-two hundredths (31.42) feet, a chord bearing of South thirty (30) degrees forty-two (42) minutes forty-one (41) seconds West, and a chord distance of twenty-eight and twenty-eight hundredths (28.28) feet to a point; [3] South fourteen (14) degrees seventeen (17) minutes nineteen (19) seconds East, a distance of one hundred eighty and zero hundredths

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(180.00) feet to an iron pin; [4] North seventy-five (75) degrees forty-two (42) minutes forty-one (41) seconds East, a distance of seven hundred fifty-one and seventy hundredths (751.70) feet to an iron pin; [5] North eighteen (18) degrees nine (09) minutes one (01) second East, a distance of ninety-two and forty-seven hundredths (92.47) feet to a point; and [6] North thirteen (13) degrees fifty-seven (57) minutes twenty-nine (29) seconds West, a distance of one hundred thirty-eight and two hundredths (138.02) feet to a P.K. nail in Erb's Quarry Road; thence extending in and along the same, North seventy-six (76) degrees two (02) minutes fifty-eight (58) seconds East, a distance of two hundred ninety-nine and ninety-nine hundredths (299.99) feet to an iron pin, a corner of lands now or formerly of Aaron S. Zook; thence extending along the same, South fifteen (15) degrees eight (08) minutes forty (40) seconds West, a distance of two hundred forty-seven and eighty hundredths (247.80) feet to a point, a corner of Lands To Be Retained By Henry Weber Family Trust; thence extending along the same, the seven (07) following courses and distances: [1] on a line curving to the right, having a radius of four hundred ten and zero hundredths (410.00) feet, an arc length of one hundred fifty-four and forty-nine hundredths (154.49) feet, a chord bearing of South forty-seven (47) degrees two (02) minutes thirty-seven (37) seconds West, and a chord distance of one hundred fifty-three and fifty-eight hundredths (153.58) feet to a point; [2] on a line curving to the left, having a radius of fifteen and zero hundredths (15.00) feet, an arc length of eighteen and seventy-one hundredths (18.71) feet, a chord bearing of South twenty-two (22) degrees six (06) minutes thirty-nine (39) seconds West, and a chord distance of seventeen and fifty-two hundredths (17.52) feet to a point; [3] South thirteen (13) degrees thirty-seven (37) minutes zero (0) seconds East, a distance of eighteen and thirty hundredths (18.30) feet to a point; [4] North seventy-six (76) degrees twenty-three (23) minutes zero (0) seconds East, a distance of sixty and zero hundredths (60.00) feet to a point; [5] South thirteen (13) degrees thirty-seven (37) minutes zero (0) seconds East, a distance of four hundred twenty-six and zero hundredths (426.00) feet to a point; [6] South seventy-six (76) degrees twenty-three (23) minutes zero (0) seconds West, a distance of five and zero hundredths (5.00) feet to a point; and [7] South thirteen (13) degrees thirty-seven (37) minutes zero (0) seconds East, a distance of one hundred eighty-nine and zero hundredths (189.00) feet to a point; thence continuing along Lands To Be Retained By Henry Weber Family Trust, and extending along lands now or formerly of Dale L. & Helen M. Landis, respectively, South seventy-six (76) degrees twenty-three (23) minutes zero (0) seconds West, a distance of eight hundred seventy-eight and eighty-three hundredths (878.83) feet to an iron pin; thence continuing along lands of Landis, South seventy-six (76) degrees fifty-four (54) minutes fifty-three (53) seconds West, a distance of three hundred sixty-eight and thirty-eight hundredths (368.38) feet to the place of BEGINNING.

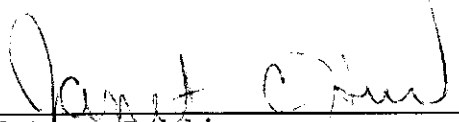
CONTAINING 22.57 Acres

SUBJECT to stormwater easements and access easements, as shown on the above-referenced Plan.

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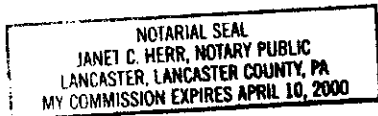
COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF LANCASTER :

On this 5th day of August, 1996, before me a Notary Public, the undersigned officer, personally appeared G. Robert Riahi, President of Millfield Construction Company, the General Partner of Brighton Land Company, L.P., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that as President, he is authorized to act on behalf of the Corporation, and that he has executed the same for the purposes set forth therein.



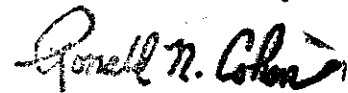
Notary Public

My Commission Expires:



I Certify This Document To Be
Recorded in Lancaster Co., Pa.




Recorder of Deeds