

JRD/April 22, 1991/5719

RECORDED-OFFICE OF THE  
RECORDERS OF DEEDS  
CUMBERLAND COUNTY-PA.

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**SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS APPLICABLE TO  
WEXFORD PATIO UNIT LOTS**

THIS SUPPLEMENTARY DECLARATION, made this 10 day of SEPT, 1991, by  
539 DEVELOPMENT COMPANY ("Developer"), the Developer of MayApple Village Planned Residential  
Development situate in South Middleton Township, Cumberland County, Pennsylvania.

**W I T N E S S E T H:**

WHEREAS, Developer, as owner of MayApple Village Planned Residential Development and pursuant to  
Declaration of Covenants and Restrictions, dated June 16, 1989, recorded in the Office of the Recorder of Deeds of  
Cumberland County in Miscellaneous Book 365, Page 566, Supplemental Declaration of Covenants and Restrictions,  
dated October 16, 1989, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book  
720 and Amended Supplemental Declaration of Covenants of Restrictions, dated October 17, 1990, recorded in the  
Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 388, Page 1089, now desires to record  
this Supplementary Declaration of Covenants and Restrictions pertaining to the thirty (30) Patio Unit Lots as shown  
on Final Land Development Plan for the MayApple Village Wexford Patio Unit Lots, dated July 6, 1990, last revised  
October 8, 1990, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 61, Page 104;  
and

WHEREAS, pursuant to the above described Declaration of Covenants and Restrictions, Developer is required,  
pursuant to Article II, Section 3, to record a Supplementary Declaration in connection with the recording of Final Land  
Development Plans in connection with the MayApple Village Planned Residential Development; and

WHEREAS, S & A Custom Built Homes, Inc. ("S & A"), is the Owner of Lot No. 18, Final Land  
Development Plan for the MayApple Village Wexford Patio Unit Lots, by virtue of Deed dated October 26, 1990 from  
Developer to S & A recorded in the Office of the Recorder of Deeds of Cumberland County in Deed Book W, Volume  
34, Page 638; and

BOOK 406 PAGE 3

JRD/April 22, 1991/5719

WHEREAS, Developer now desires to record this Supplementary Declaration for the purpose of subjecting the thirty (30) Patio Unit Lots as shown on Final Land Development Plan for the MayApple Village Wexford Patio Unit Lots to the provisions of the Declaration of Covenants and Restrictions, as supplemented and amended, and to make complimentary additions and modifications to said covenants and restrictions as hereinafter provided.

NOW, THEREFORE, Developer declares that Lot No. 1 through Lot No. 30, Final Land Development Plan for the MayApple Village Wexford Patio Unit Lots, dated July 6, 1990, last revised October 8, 1990, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 61, Page 104, shall be subject to the covenants and restrictions hereinafter provided.

1. Recitals. The recitals set forth above are incorporated herein by reference.

2. Declaration of Covenants and Restrictions, as Amended. The Declaration of Covenants and Restrictions, dated June 16, 1989, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 365, Page 566, together with the Supplemental Declaration of Covenants and Restrictions, dated October 16, 1989, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 370, Page 720 and Amended Supplemental Declaration of Covenants and Restrictions, dated October 17, 1990, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 388, Page 1089, are incorporated herein by reference and said Declaration of Covenants and Restrictions, Supplemental Declaration of Covenants and Restrictions and Amended Supplemental Declaration of Covenants and Restrictions are hereinafter collectively called the "Declaration."

3. Subject Real Estate. The real estate which is the subject of this Supplementary Declaration shall be Lot No. 1 through Lot No. 30, Final Land Development Plan for the MayApple Village Wexford Patio Unit Lots, dated July 6, 1990, revised October 8, 1990, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 61, Page 104. Said Lot No. 1 through Lot No. 30 are hereinafter called the "Subject Property."

4. Declaration - Subject Property. The Subject Property shall be subject to the covenants and restrictions set forth in the Declaration.

5. Additional Covenants and Restrictions - Subject Property. Pursuant to Article II, Section 3 of the Declaration, the following covenants and restrictions, which are complimentary additions and modifications of the covenants and restrictions contained in the Declaration, shall be applicable to the Subject Property.

A. Kitszell Drive. The following covenants and restrictions shall be applicable with respect to Kitszell Drive as shown on Final Land Development Plan for the MayApple Village Wexford Patio Unit Lots:

(1) Private Road. Kitszell Drive shall be a private road, subject to provisions of Subparagraph (6) hereof, and shall be maintained by the Owners of the Living Units within the Subject Property.

(2) Maintenance. Each Owner, to include the Developer to the extent of any Lots owned by the Developer within the Subject Property, shall pay 1/30th for each Lot owned for the cost of maintenance of Kitszell Drive, to include snow removal, patching, installation of an "overlay", line painting and the like.

(3) Limited Assessment/Reserve. The Board of Directors of MayApple Village Homeowners Association, Inc. ("Association") shall assess the Owners of a Lot within the Subject Property and Developer for their proportionate cost of the maintenance of Kitszell Drive pursuant to the Declaration as a limited assessment. The Board of Directors shall have the right to assess (limited assessment) the Owners of the Lots within the Subject Property to create a reserve for required maintenance. Said reserve shall be held in a separate interest bearing account and said reserve shall only be used for the purposes of required maintenance for Kitszell Drive.

(4) Disputes. In the event a dispute shall arise among the Owners as to whether maintenance shall be required then, in that event, the Board of Directors of the Association shall make the final decision, which said decision shall be binding and conclusive.

(5) **Effective Date of Maintenance.** The maintenance obligations with respect to Kitzzell Drive, as herein set forth, shall commence the first day of the month next following the placement of the wearing course upon the entire length of Kitzzell Drive.

(6) **Future Dedication.** Developer specifically reserves the right, without the approval of any Lot Owner, to offer Kitzzell Drive (18 foot right-of-way, to include landscaped median) for dedication to South Middleton Township. Further, Association, without the approval of Developer, shall have the right to offer Kitzzell Drive for dedication to South Middleton Township provided that at least fifty-one (51%) percent of the Owners of the Lots within the Subject Property shall consent, in writing, to said offer of dedication.

**B. Maintenance Access Easement.** As shown on the above described Final Land Development Plan for the MayApple Village Wexford Patio Unit Lots, all of the Patio Units, except the Patio Units to be constructed upon Lot No. 14, Lot No. 15, Lot No. 23 and Lot No. 30, are constructed upon common property lines. In order to provide access to the Owner or Owners of the Lots upon which the Patio Units are constructed upon a common property lines a perpetual Maintenance Access Easement or the right-of-way of Kitzzell Drive, if applicable, is hereby granted in order to provide access to the side of each Patio Unit to perform maintenance or other repairs. The benefitted lots and the adjoining servient lots are as described as follows:

<u>Benefitted Lot</u>	<u>Servient Lot</u>
Lot No. 1	Lot No. 2
Lot No. 2	Lot No. 3
Lot No. 3	Lot No. 4
Lot No. 4	Lot No. 5
Lot No. 5	Lot No. 6
Lot No. 6	Lot No. 7
Lot No. 7	Lot No. 8
Lot No. 8	Lot No. 9
Lot No. 9	Lot No. 10
Lot No. 10	Lot No. 11
Lot No. 11	Lot No. 12
Lot No. 12	Lot No. 13
Lot No. 13	Lot No. 14
Lot No. 16	Lot No. 15
Lot No. 17	Lot No. 16

Lot No. 18	Lot No. 17
Lot No. 19	Lot No. 18
Lot No. 20	Lot No. 19
Lot No. 21	Lot No. 20
Lot No. 22	Lot No. 21
Lot No. 24	Lot No. 25
Lot No. 25	Lot No. 26
Lot No. 26	Lot No. 27
Lot No. 27	Lot No. 28
Lot No. 28	Lot No. 29
Lot No. 29	Lot No. 30

The perpetual Maintenance Access Easements, as herein granted, shall be located on each servient lot, as described above, shall be eight (8') feet in width and shall extend from the legal right-of-way of Kitzzell Drive to the rear of each servient lot along the common property line upon which a Patio Unit is or to be constructed except Lot No. 25, Lot No. 26, Lot No. 27, Lot No. 28, Lot No. 29 and Lot No. 30, for which lots the easement shall extend from the legal right-of-way of Kitzzell Drive along the common property line to the legal right-of-way of Kitzzell Drive.

C. Fences. Notwithstanding the provisions of Article II, Section 2-q) of the Declaration, no fences shall be erected or constructed in or upon any of the Lots within the Subject Property. No hedges or shrubs shall be planted or maintained upon any Lot within the Subject Property which will interfere with the Maintenance Access Easements described above. Further, hedges and shrubs shall not be planted or maintained within any of the required front, side or rear yard areas unless said hedges or shrubs, or both, have been approved by the Architectural Control Committee.

D. Off-Street Parking Spaces. Each Lot within the Subject Property shall have not less than two (2) improved parking spaces (9' x 18') and shall be located on the same Lot as the Living Unit (Patio Unit), provided, that the integral garage constructed within each Living Unit (Patio Unit) shall be counted to meet this off-street parking requirement.

E. Sidewalks. Notwithstanding the requirements of Section 6 of the Declaration (Supplemental Declaration of Covenants and Restrictions) and in accordance with the Final Land Development Plan for the

JRD/April 22, 1991/5719

MayApple Village Wexford Patio Unit Lots within the Subject Property shall not be required to construct sidewalks upon the Owner's Lot.

F. **Encroachment Easement.** Each Lot within the Subject Property is hereby made subject to an Encroachment Easement permitting the overhang of eaves or other architectural features of the abutting Living Unit (Patio Unit) to encroach (overhang) upon the abutting Lot or Lots provided, however, that said Encroachment Easement shall not exceed eighteen (18") inches in width. The general Encroachment Easement shall be a perpetual easement and shall run with the land.

6. **Joinder of S & A.** By the execution of the Joinder set forth below, S & A subjects Lot No. 18 to the provisions of this Supplementary Declaration of Covenants and Restrictions Applicable to Wexford Patio Unit Lots.

7. **Dedication of Municipal and Utility Easements.** Developer reserves the right to offer for dedication all sanitary sewer easements, drainage/utility easements, screening easements and water easements as shown on the Final Land Development Plan for the MayApple Village Patio Unit Lots, together with other such sanitary sewer easements or water easements as may be required, to South Middleton Township Municipal Authority. Further, Developer reserves the right to grant easements to all utility companies, including cable television, necessary to provide the requisite utilities to the Living Units (Patio Units) within the Subject Property.

8. **Applicability of the Declaration.** As set forth above, the Declaration (to include the Supplemental Declaration of Covenants and Restrictions and Amended Supplementary Declaration of Covenants and Restrictions) shall be and remain in effect with respect to the Subject Property except as specifically modified or amended as set forth in this Supplementary Declaration.

JRD/April 22, 1991/5719

IN WITNESS WHEREOF, Developer, by its duly authorized officers, have caused this Supplementary Declaration of Covenants and Restrictions to be executed and the corporate seal affixed thereto the day and year first above written.

Developer:  
539 Development Company

By: [Signature]  
Leon E. Wintermyer, President



ATTEST  
[Signature]  
(Assistant) Secretary

(CORPORATE SEAL)

JOINDER OF S & A CUSTOM BUILT HOMES, INC.

The undersigned, on behalf of S & A Custom Built Homes, Inc., Owner of Lot No. 18, Final Land Development Plan for the MayApple Village Wexford Patio Unit Lots, does hereby execute this Joinder for the purpose of submitting said Lot No. 18 to the provisions of the Supplementary Declaration of Covenants and Restrictions Applicable to Wexford Patio Unit Lots as set forth above.

IN WITNESS WHEREOF, the undersigned, President of S & A Custom Built Homes, Inc., has caused this Joinder to be executed this 4 day of Oct, 1991.

S & A Custom Built Homes, Inc.

By: [Signature] (SEAL)  
President

ATTEST  
[Signature]  
Secretary

IRD/April 22, 1991/5719

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Cumberland :ss.

On this, the 10 day of September, 1991, before me, the undersigned officer, personally appeared LEON H. WINTERMYER, who acknowledged himself to be the President of S39 DEVELOPMENT COMPANY, a 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.

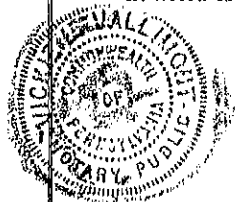


*Sandra G. Schmidt* (SEAL)  
Notary Public

Notarial Seal  
Sandra G. Schmidt, Notary Public  
Lemoyne Boro, Cumberland County  
My Commission Expires March 28, 1994  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Juniata :ss.

On this, the 4 day of October, 1991, before me, the undersigned officer, personally appeared W. E. Haubert, who acknowledged himself to be the President of S & A CUSTOM BUILT HOMES, INC., a 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.



*Vickie L. Vallmont* (SEAL)  
Notary Public

Notarial Seal  
Vickie L. Vallmont, Notary Public  
Furnasburgh Twp, Juniata County  
My Commission Expires Dec. 26, 1994  
Member, Pennsylvania Association of Notaries



JRD/April 22, 1991/5719

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CUMBERLAND :

Recorded this 16 day of Oct, 1991, in the Office of the Recorder of Deeds for  
said county in Miscellaneous Book 406, Page 3.

Given under my hand and the seal of the said Office, the date above written.

Robert P. Ziegler, Recorder

Return to: Johnson, Duffie, Stewart & Weidner  
P.O. Box 109  
Lemoyne, PA 17043-0109



-9-

BOOK 406 PAGE 11