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**SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS
APPLICABLE TO MAYAPPLE VILLAGE PRESTWICK TOWNHOUSE LOTS
(Excluding Lots 13-17, 22-25 and 30-33)**

THIS SUPPLEMENTARY DECLARATION, made this 14th day of April, 1994, by 539 DEVELOPMENT COMPANY ("Developer"), the Developer of Mayapple Village Planned Residential Development situate in South Middleton Township, Cumberland County, Pennsylvania.

RECITALS:

A. Developer, as owner of Mayapple Village Planned Residential Development and pursuant to:

1. 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, and
2. 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
3. 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, and
4. Supplementary Declaration of Covenants and Restrictions applicable to Mayapple Village Prestwick Townhouse Lots, dated February 26, 1991, recorded in the Office of the Recorder of Deeds of Cumberland County in Miscellaneous Book 395, Page 1194, pertaining to the fifty-two (52) Townhouse Lots as shown on Final Land Development Plan for Mayapple Village Prestwick Townhouse Lots, dated June 8, 1990, last revised August 15, 1990, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 61, Page 55;

hereby desires to record this Supplementary Declaration of Covenants and Restrictions applicable to Mayapple Village Prestwick Townhouse Lots (excluding lots 13-17, 22-25 and 30-33) pertaining to the twenty-four (24) townhouse lots as shown on the Final Subdivision, Plan Mayapple Village Prestwick Townhouse Lots (excluding lots 13-17, 22-25 and 30-33), dated December 28, 1993, last revised February 25, 1994, recorded in the

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Office of the Recorder of Deeds of Cumberland County in Plan Book _____, Page _____.

B. 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.

C. Since the recording of the Final Land Development Plan for Mayapple Village Prestwick Townhouse Lots, Developer has conveyed lots 13, 14, 15, 16, 17, 22, 23, 24, 25, 30, 31, 32, and 33 to owners of record as shown on the Final Subdivision Plan, Mayapple Village Prestwick Townhouse Lots (excluding lots 13-17, 22-25 and 30-33), dated December 28, 1993, last revised February 25, 1994, recorded in the Office of the Recorder of Deeds of Cumberland County, in Plan Book _____, Page _____, which plan does not apply to those thirteen (13) previously conveyed lots.

D. Developer now desires to record this Supplementary Declaration for the purpose of subjecting the twenty-four (24) lots as shown on Final Subdivision Plan, Mayapple Village Prestwick Townhouse Lots (excluding lots 12-17, 22-25 and 30-33), to the provisions of the Declarations 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 Nos. 1-12, 18-21, 26-29, and 34-37, of the Final Subdivision Plan, Mayapple Village Prestwick Townhouse Lots (excluding lots 13-17, 22-25 and 30-33), dated December 28, 1993, last revised February 25, 1994, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book _____, Page _____, 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:
 - (a) 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,
 - (b) the 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, and

(c) Supplementary Declaration of Covenants and Restrictions applicable to Mayapple Village Prestwick Townhouse Lots, dated February 26, 1991, recorded in the Office of the Recorder of Deeds of Cumberland County Miscellaneous Book 395, Page 1194.

are incorporated herein by reference and said Declaration of Covenants and Restrictions, Supplemental Declaration of Covenants and Restrictions, Amended Supplemental Declaration of Covenants and Restrictions, and Supplementary Covenants and Restrictions applicable to Mayapple Village Prestwick Townhouse Lots are hereinafter collectively called the "Declaration."

3. **Subject Real Estate.** The real estate which is the subject of this Supplementary Declaration shall be Lot Nos. 1,2,3,4,5,6,7,8,9,10,11,12,18,19,20,21,26, 27, 28,29,34,35,36, and 37, Final Subdivision Plan, Mayapple Village Prestwick Townhouse Lots (excluding lots 13-17, 22-25 and 30-33), dated December 28, 1993, last revised February 25, 1994, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book _____, Page _____. Said Lot Nos. 1-12,18-21,26-29, and 34-37, are hereinafter called the "Subject Property."

4. **Excluded Real Estate.** the Subject Property does not include lots 13-17, 22-25, or 30-33 of the Final Land Development Plan for the Mayapple Village Prestwick Townhouse Lots, dated June 8, 1990, last revised August 15, 1990, recorded in the Office of the Recorder of Deeds of Cumberland County in Plan Book 61, Page 55. Said lot numbers 13-17, 22-25 and 30-33 are hereinafter called the "Excluded Property."

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

6. **Declaration - Excluded Property.** This Declaration of Covenants and Restrictions shall in no way effect the Declaration effective against the Excluded Property.

7. **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. It is the intent to only amend certain covenants and restrictions of the Declaration as are applicable to the Subject Property, and those amendments set forth below:

A. **Liberty Court.** The following covenants and restrictions shall be changes with respect to Liberty Court as shown on the Final Subdivision Plan for Mayapple Village Prestwick Townhouse Lots (excluding lots 13-17, 22-25 and 30-33):

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(1) **Maintenance.** Each Owner, to include the Developer to the extent of any Lots owned by the Developer within the Subject Property, shall pay 1/24th of 39/52nd for each Lot owned for the cost of maintenance of Liberty Court, to include snow removal, patching, installation of an "overlay", line painting and the like. It being the intent that each lot within the Subject Property shall pay 3.13 percent, while each lot within the Excluded Property will continue to pay 1/52nd or 1.92 percent.

(2) **Limited Assessment/Reserve.** The limited assessment/reserve which is to be assessed by the Board of Directors of Mayapple Village Homeowners Association, Inc., ("Association") shall be assessed in the following manner:

- (a). For each lot within the Subject Property, 3.13 percent.
- (b). For each lot within the Excluded Property, 1.92 percent (1/52nd).

B. Pedestrian Access Easement. Each benefitted Lot, as hereinafter described, is subject to and the Owners, to include family members, guests, invitees and tenants or occupants of the said benefitted Lots within the Subject Property are granted a perpetual Pedestrian Access Easement for the purpose of providing pedestrian access to the rear of the interior townhouses, which said easements shall not be obstructed, in any way, by the Owners of the subservient Lots, as hereinafter described.

(1) **Benefitted Lots.** The Lots to which the Pedestrian Access Easement is granted shall be applicable as follows:

| | | |
|------------|------------|------------|
| Lot No. 2 | Lot No. 6 | Lot No. 9 |
| Lot No. 19 | Lot No. 20 | Lot No. 27 |
| Lot No. 28 | Lot No. 29 | Lot No. 34 |

(2) **Subservient Lots.** The Lots which are subject to the Pedestrian Access Easement are as follows:

| | | |
|------------|------------|------------|
| Lot No. 1 | Lot No. 3 | Lot No. 5 |
| Lot No. 7 | Lot No. 8 | Lot No. 10 |
| Lot No. 18 | Lot No. 21 | Lot No. 26 |
| Lot No. 27 | Lot No. 34 | Lot No. 35 |

(3) **Location of Easement.** The easements, as herein granted, shall be located on each of the subservient Lots, as described above, and shall be coterminous with the Drainage and Utility Easement, as shown on

the Final Subdivision Plan, Mayapple Village Prestwick Townhouse Lots (excluding lots 13-17, 22-25 and 30-33), located within the side yard of each of subservient Lot (except Lot No. 27 and Lot No. 34) and extending along the rear of each subservient Lot in order to provide the requisite pedestrian access. Each of the benefitted Lots, being the interior Lots, is granted a Pedestrian Access Easement over the subservient Lots necessary to obtain access to the rear of the benefitted Lots. By way of example, Lot No. 20 is granted a Pedestrian Access Easement, as described, over Lot No. 21; Lot No. 28 is granted a Pedestrian Access Easement, as described, over Lot No. 26 and Lot No. 27.

C. Common Green Area Lot. The cost of maintenance for the Common Green Area Lot, as shown on the Final Land Development Plan for the Mayapple Village Prestwick Townhouse Lots and on the Final Subdivision Plan Mayapple Village Prestwick Townhouse Lots (excluding lots 13-17, 22-25 and 30-33), shall be such that the Board of Directors of the Association shall assess, as limited assessments, the maintenance expenses as follows:

- (1) For each Lot within the Subject Property 3.13 percent.
- (2) For each Lot within the Excluded Property 1.92 percent (1/52nd).

D. Lawn Care.

(1) The equal prorata share of the cost of lawn care, as referred to in the Declaration, for the Excluded Property is currently 1/13 for each lot. As living units are constructed on the Subject Property each living unit within the Subject Property will pay the equivalent of two shares of the cost of lawn care paid by each living unit within the Excluded Property. By way of example, when the next unit is completed, each unit in the Excluded Property will pay 1/15, while the new unit will pay 2/15; After five (5) units are completed, each unit in the Excluded Property will pay 1/23, while each new unit will pay 2/23.

(2) Upon the construction of all Living Units within the Subject Property, the Association shall assess the cost of lawn care, as a limited assessment, on the following basis:

- (a) For each Lot within the Subject Property, 3.13 percent.
- (b) For each Lot within the Excluded Property, 1.92 percent (1/52nd).

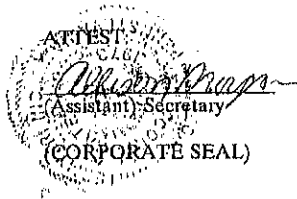
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8. **Applicability of the Declaration.** As set forth above the Declaration (to include the Supplemental Declaration of Covenants and Restrictions, the Amended Supplementary Declaration of Covenants and Restrictions, and the Supplementary Declaration of Covenants and Restrictions applicable to Mayapple Village Prestwick Townhouse Lots) 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.

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:  (SEAL)
Leon E. Wintermyer, President



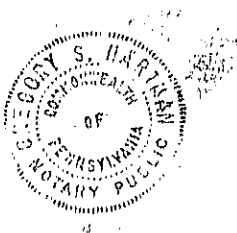
RECORDS DEPT.
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COMMONWEALTH OF PENNSYLVANIA :
:ss.
COUNTY OF CUMBERLAND :

On this, the 20th day of April, 1994, before me, the undersigned officer, personally appeared LEON E. WINTERMYER, who acknowledged himself to be the President of 539 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

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



Gregory S. Hartman
Notary Public

Notarial Seal
Gregory S. Hartman, Notary Public
Dalesstown Boro. York County
My Commission Expires March 19, 1996
Member, Pennsylvania Association of Notaries

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COMMONWEALTH OF PENNSYLVANIA :
: :
COUNTY OF CUMBERLAND :

Recorded this 25 day of April, 1994, in the Office of the Recorder
of Deeds for said county in Miscellaneous Book 472, Page 125.

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

Robert P. Ziegler Recorder

Return to: Ronald M. Lucas, Esquire
Hetrick, Zaleski, Ernico & Pierce, P.C.
P.O. Box 1265
Harrisburg, PA 17108-1265



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