

GLANE BYLAW

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By Law 33947

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R.E.

BY-LAWS OF GREEN LANE MANOR HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

DEFINITIONS

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those area, if any, within or upon a lot, the maintenance, repair, or replacement of which is the responsibility of the Association. FAIRVIEW TWP.

Section 2. "Association" shall mean and refer to the Green Lane Manor Homeowners Association, Inc.

Section 3. "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to the Declaration or any Supplemental Declaration for The Green Lane Manor Homeowners Association, Inc.

Section 4. "Common Area" shall mean and refer to those area of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties, and may include, the land and improvements for streets, easements, parks, playground, pedestrian ways, drainage ways, detention ponds and any buildings, structures or appurtenances incident thereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

Section 6. "Residential Unit" shall mean a portion of The Properties intended for any type of independent ownership for use and occupancy as a residence by a single family.

For the purposes of this Declaration, a Residential Unit shall come into existence when substantially complete.

DATE March 8, 1992

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Section 7. "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Residential Unit which is part of The Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee Owner) will be considered the Owner.

Section 8. "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

Section 9. "Developer" shall mean and refer to Green Lane Manor, Inc.

Section 10. "Board of Directors" shall mean Board of Directors of Green Lane Manor Homeowners Association, Inc.

ARTICLE II

LOCATION

Section 1. The principal office of the Association shall be located at 3800 Market Street, Camp Hill, Pennsylvania, or at such other location as the Board shall designate.

ARTICLE III

MEMBERSHIP

Section 1. Every person or entity who is a record owner of a fee or undivided fee, interest in any Lot (or Residential Unit) which is subject to covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. The rights of membership are subject to the payment of annual assessments levied by the Association, the obligation of which assessments is imposed

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against each owner of and becomes a lien upon the property against which such assessments are made as provided by Article V of the Declaration of Covenants and Restrictions to which The Properties are subject and recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, and which provide as follows:

1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any lot (other than Developer), by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments or charges, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. In addition to the assessments called for above, the Board shall have the power to impose an entrance fee, not to exceed the sum of One Hundred Dollars (\$100.00), whenever any owner other than the Developer acquires a completed residential unit either from the Developer or a subsequent owner. Such entrance fee shall not apply to owners who acquire a completed residential unit from a spouse, parent, grandparent, child, grandchild, brother or sister.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervisions thereof.

Section 3. Basis of Annual Assessments. The Association, through its Board of Directors, shall fix the annual assessments per residential unit based upon the estimated cost of carrying out the responsibilities of the Association. There shall be one type of annual assessment as follows:

(a) General assessments applicable to all record owners of lots or residential units. Said properties shall be assessable for the following purposes only:

(1) The maintenance and replacement of the lawns and planting as outlined on the Final Subdivision Plans under the title of Common Open Space or plantings in easement areas fronting on Green Lane Drive.

(2) The maintenance and replacement of the sidewalks and pedestrian ways in the public right-of-way easements and in common open space as outlined on the Final Subdivision Plans.

(3) Outdoor lighting in public rights-of-way and on common properties.

(4) Essential improvements such as drives, sanitary sewers, water lines, fire hydrants, storm sewers, drainage ways, and storm water management facilities, fences, signs and other facilities essential for the use and maintenance of Common Areas if any such facilities have not been accepted by the applicable political subdivision or public utility.

(5) Recreation facilities such as playground equipment, picnic facilities and any structures or appurtenances related thereto.

(6) Liability and Property Damage Insurance relating to the aforementioned Common Areas.

(7) Capital Reserves as deemed necessary for replacement of the aforementioned Common Areas.

(8) Management Services.

Section 4. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and

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shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The Board of Directors may provide that the annual assessment may be paid quarterly or in monthly installments.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 5. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Residential Unit for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment or any assessment herein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 5 hereof), then such assessment shall

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become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to any such assessment, however shall remain his personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and line created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas as defined in Article I, Section 4, hereof; (c) all properties exempted from taxation by the laws of the Commonwealth of Pennsylvania, upon the terms and to the extent of such legal exemption.

Notwithstanding any provisions herein, no completed living unit devoted to dwelling use shall be exempt from said assessment, charges or liens provided, however, that the Board of Directors may exempt completed but unoccupied living units owned by a Builder approved by the Developer for a period not to exceed six (6) months.

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ARTICLE IV

VOTING RIGHTS

Section 1. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1, Article III, of the Declaration of Covenants and Restrictions, with the exception of the Developer. Class A members shall be entitled to one vote for each Lot (or Residential Unit) in which they hold the interests required for membership by said Section 1. When more than one person holds such interest or interests in any Lot (or Residential Unit) all such persons shall be members, and the vote for such Lot (or Residential Unit) shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot (or Residential Unit).

Class B. Class B members shall be the Developer, and any successor of the Developer who takes title for the purpose of development and sale who is designated as such in a recorded instrument. The Class B member shall originally be entitled to three hundred thirty-six (336) votes; this number shall be decreased by one (1) vote for each Class A member existing at any one time. The Class B membership shall terminate and be converted to Class "A" membership upon the happening of the earlier of the following:

(a) when the total Class A votes equals or exceeds the total of number of Class B votes.

(b) five (5) years from the date hereof.

(c) The Developer, or any successor named by the Developer and specifically given the right by it so to do in a written instrument decide to terminate the Class B membership. From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot (or Residential Unit) in which it holds the interests required for membership under Section 1.

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(For purposes of determining the votes allowed under this Section, when Residential Units are counted, the Lot or Lots upon which such Residential Units are situated shall not be counted.)

ARTICLE V

PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT OF COMMON PROPERTY

Section 1. Each member shall be entitled to the use and enjoyment of the common properties and facilities as provided by deed of dedication and Article IV, Declaration of Covenants applicable to The Properties, which provides as follows:

1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Lot (or Residential Unit).

2. Title to Common Properties. The Developer may retain the legal title to the Common Areas until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns that it shall convey the Common Areas to the Association, free and clear of all liens and encumbrances, not later than ten (10) years from the date hereof.

3. Extent of Member's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association, in accordance with these By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said areas. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a conditions to continued enjoyment by the members and, if

necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) the rights of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Areas; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

Section 2. Any member may delegate his rights of enjoyment in the Common Areas and Facilities to the members of his family who reside upon The Properties or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such Member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, to the same extent as those of the member.

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ARTICLE VI

ASSOCIATION PURPOSES AND POWERS

Section 1. The Association has been organized for the following purposes: To promote the health, safety, and welfare of the residents within THE GREEN LANE MANOR DEVELOPMENT, and such additions thereto as may hereafter be brought within the jurisdiction of this corporation by annexation, and for this purpose to:

1. own, acquire, build, operate, and maintain recreation parks, playgrounds, commons, streets, footways, including buildings, structures, personal properties incident thereto, thereafter referred to as "the common properties and facilities;
2. maintain unkempt lands or trees;
3. supplement municipal services;
4. fix assessments (or charges) to be levied against The Properties;
5. enforce any and all covenants, restrictions and agreements applicable to The Properties;
6. pay taxes, if any, on the common properties and facilities; and
7. insofar as permitted by law, to do any other thing that, in the opinion of the Board of Directors, will promote the common benefit and enjoyment of the residents of The Properties.

Section 2. Additions to the properties described in Section 1 may be made only in accordance with the provisions of the recorded covenants and restrictions applicable to said properties. Such additions, when properly made under the applicable covenants, shall extend the jurisdiction, functions, duties, and membership of this corporation to such properties.

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Section 3. Subject to the provisions of the recorded covenants and restrictions applicable to the properties described in Section 1, and to the extent permitted by law, the corporation may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 4. The corporation shall have the power to borrow only to the extent authorized under the recorded covenants and restrictions applicable to said properties. The total debts of the corporation outstanding at any time shall not exceed the total of three (3) years' assessments current at that time, provided that authority to exceed said maximum in any particular case may be given by an affirmative vote of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be mailed to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. The quorum required for any action governed by Sections 2, 3 and 4 of this Article shall be as follows:

At the first meeting duly called as provided therein, the presence of members, or of proxies, entitled to cast fifty (50) percent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in said Sections, and the required quorum at any subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting, provided that no subsequent meeting shall be held more than sixty (60) days following each preceding meeting.

ARTICLE VII

BOARD OF DIRECTORS

Section 1. During the initial organization stages of the Association, the affairs

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of the corporation shall be managed by a Board of no less than three (3) and no more than nine (9) Directors as the Board of Directors from time to time shall determine. Board members need not be members of the Association.

The initial term of the Directors shall be fixed at the time of their election as they among themselves shall determine. Provided, however, that the terms of the Directors shall be structured so that the terms of one-third of the members of the Board shall expire each year.

Section 2. Vacancies in the Board of Directors shall be filled by the remaining directors, any such appointed director to hold office until his successor is elected by the Members, who may make such election at the next annual meeting of the Members or at any special meeting duly called for that purpose.

ARTICLE VIII

ELECTION OF DIRECTORS:

NOMINATING COMMITTEE; ELECTION COMMITTEE

Section 1. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the members of their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the recorded covenants applicable to The Properties. The names receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Board of Directors shall be made by a Nominating Committee which shall be one of the Standing Committees of the Association.

Section 3. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association provided, however, that during the first five (5) years of the Association's existence, no members of the Nominating Committee need be a member of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

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Section 4. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members, as the Committee in its discretion shall determine. The report of the Nominating Committee shall be included with the notice of the meeting at which the Directors are to be elected.

Section 5. The Secretary shall prepare and send notice of each meeting at which elections for directors are to be held at least fourteen (14) days in advance of the meeting. The notice shall describe the vacancies to be filled and set forth the names nominated by the Nominating Committee for such vacancies.

Section 6. Persons other than those nominated by the Nominating Committee may be nominated if members representing ten (10) percent of the number of votes eligible to vote in the election give written notice of the intent to nominate to the Secretary at least seven (7) days prior to the date upon which the election is to take place. The notice shall be accompanied by a written consent to be nominated and executed by the nominee.

ARTICLE IX

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power:

(a) To call special meetings of the members whenever it deems necessary and it shall call a meeting at any time upon written request on one-fourth (1/4) of the voting membership, as provided in Article III, Section 2.

(b) To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, Officer or Director of the Association in any capacity whatsoever.

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(c) To establish, levy and assess, and collect the assessments or charges referred to in Article III, Section 2.

(d) To adopt and publish rules and regulations governing the use of the common properties and facilities and the personal conduct of the members and their guests thereon.

(e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those reserved to the meeting or to members in the covenants.

(f) In the event that any member of the Board of Directors of this Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may by action taken at the meeting during which third absence occurs, declare the office of said absent Director to be vacant.

Section 2. It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such is requested in writing by one-fourth (1/4) of the voting membership, as provided in Article XIII, Section 2.

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

(c) As more fully provided in Article V of the Declaration of Covenants applicable to The Properties:

(1) To fix the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and, at the same time;

(2) To prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member, and at the same time;

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(3) To send written notice of each assessment to every owner subject thereto.

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE X

DIRECTORS' MEETINGS

Section 1. A regular meeting of the Board of Directors shall be held on the last Wednesday of each month at 8:00 o'clock, p.m., provided that the Board of Directors may, by resolution, change the day and hour of holding such regular meeting.

Section 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

Section 3. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two directors after not less than three (3) days' notice to each director.

Section 4. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as through made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5. The majority of the Board of Directors shall constitute a quorum thereof.

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ARTICLE XI

OFFICERS

Section 1. The officers shall be president, a vice-president, a secretary, and a treasurer. The president and the vice-president shall be members of the Board of Directors.

Section 2. The officers shall be chosen by majority vote of the Directors.

Section 3. All officers shall hold office during the pleasure of the Board of Directors.

Section 4. The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deed and all other written instruments.

Section 5. The vice-president shall perform all the duties of the president in his absence.

Section 6. The secretary shall be ex officio the secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members (see Article XIII, Section 3).

Section 7. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the president or the vice-president.

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Section 8. The treasurer shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE XII

COMMITTEES

Section 1. The Standing Committees of the Association shall be:

- The Nominations Committee
- The Recreation Committee
- The Maintenance Committee
- The Architectural Control Committee
- The Audit Committee

Unless otherwise provided herein, each committee shall consist of a Chairman and two or more members and shall include a member of the Board of Directors for board contract provided, however, that during the first five years of the Association's existence, no members of the "Committees" need be member of the Association. The Committees shall be appointed by the Board of Directors prior to each annual meeting to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board of Directors may appoint such other committees as it deems desirable.

Section 2. The Nominations Committee shall have the duties and functions described in Article VIII.

Section 3. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion determines.

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Section 4. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties and Facilities of the Association, and shall perform such other functions as the Board, in its discretion, determines.

Section 5. The Architectural Control Committee shall have the duties and functions described in Article VI, Declaration of Covenants and Restrictions applicable to The Properties. It shall watch for any proposals, programs, or activities which may adversely affect the residential value of The Properties and shall advise the Board of Directors regarding Association action on such matters.

Section 6. The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting as provided in Article XI, Section 8. The treasurer shall be an ex officio member of the Committee.

Section 7. With the exception of the Nominations Committee and the Architectural Control Committee (but then only as to those functions that are governed by Article VI, Declaration of Covenants and Restrictions applicable to The Properties), each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 8. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as it further concerned with the matter presented.

ARTICLE XIII

MEETINGS OF MEMBERS

Section 1. The regular annual meeting of the members shall be held on the first day of the month of April in each year, at the hour of 8:00 o'clock, p.m. If the day

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for the annual meeting of the members shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 2. Special meetings of the members for any purpose may be called at any time by the president, vice-president, the secretary or treasurer, or by any two or more members of the Board of Directors, or upon written request of the members who have a right to vote one-fourth (1/4) of all of the votes of the entire membership or who have a right to vote one-fourth (1/4) of the votes of the Class A membership.

Section 3. Notice of any meetings shall be given to the members by the secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the corporation. Each member shall register his address with the secretary, and notices of meetings shall be mailed at least six (6) days in advance of the meeting and shall be set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VIII or any action governed by the Articles of Incorporation or by the Covenants applicable to The Properties, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of members entitled to cast, or of proxies entitled to case, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action governed by these By-Laws. Any action governed by the Articles of Incorporation or by the Covenants applicable to The Properties shall require a quorum as therein provided.

ARTICLE XIV

PROXIES

Section 1. At all corporate meetings of members, each member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his home or other interest in The Properties.

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CLERK OF SUPERIOR COURT
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ARTICLE XV

BOOKS AND PAPERS

Section 1. The books, records and papers of the Association shall at all times, during reasonable hours, be subject to the inspection of any members.

ARTICLE XVI

CORPORATE SEAL

Section 1. The Association shall have a seal in circular form having within its circumference the words: GREEN LAND MANOR HOMEOWNERS ASSOCIATION, INC.

ARTICLE XVII

AMENDMENTS

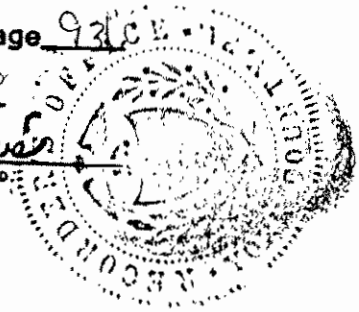
Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of each class of members present in person or by proxy, provided that those provisions of these By-Laws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Covenants and Restrictions applicable to The Properties may not be amended except as provided in such covenants and Restrictions.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Covenants and Restrictions applicable to The Properties referred to in Section 1 and these By-Laws, the Covenants and Restrictions shall control.

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State of Pennsylvania,]
County of York

Recorded in Record Book 99-W Page 93
the 25th day of July A. D., 19 88
John C. Nover
RECORDER OF DEEDS



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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 19th day of July, 1988, by Green Lane Manor, Inc., hereinafter called Developer of Green Lane Manor Development, hereinafter called Green Lane Manor, located in Fairview Township, York County, Pennsylvania;

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Article II of this Declaration and desires to create thereon a residential community with permanent parks, open spaces, and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the Commonwealth of Pennsylvania, as a nonprofit corporation, the Green Lane Manor Homeowners Association, Inc., for the purpose of exercising the functions aforesaid:

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof,

DATE March 8, 1990

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is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, within or upon a lot, the maintenance, repair, or replacement of which is the responsibility of the Association.

(b) "Association" shall mean and refer to the Green Lane Manor Homeowners Association, Inc.

(c) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(d) "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties, and may include the land and improvements for streets, easements, parks, playground, pedestrianways, drainage ways, detention ponds, and any buildings, structures or appurtenances incident thereof.

(e) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(f) "Residential Unit" shall mean a portion of The Properties intended for any type of independent ownership for use and occupancy as a residence by a single family.

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For the purposes of this Declaration, a Residential Unit shall come into existence when substantially complete.

(g) "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Residential Unit which is part of The Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Residential Unit is sold under a recorded contract of sale, the purchaser (rather than the fee Owner) will be considered the Owner.

(h) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1, hereof.

(i) "Developer" shall mean and refer to Green Lane Manor, Inc.

(j) "Board of Directors" shall mean Board of Directors of Green Lane Manor Homeowners Association, Inc.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is set forth in Exhibit "A" attached hereto and made a part hereof by reference. Said property is herein designated Parcel I and shall be hereinafter sometimes referred to as "existing property."

Section 2. Restrictions for Use and Development. The lots outlined in Parcel I shall be subject to the following restrictions:

(a) No building or structure of any kind whatsoever other than a single family dwelling house shall be erected on the lots which comprise Green Lane Manor and any such dwelling house shall be used for residential purposes only. The Architectural Control Committee shall approve the plans for all structures or buildings to be erected on any lot prior to the commencement of any construction. The Architectural Control

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Committee shall approve the materials to be used in the construction of the exterior of each structure to be erected on the premises prior to the commencement of any construction.

(b) No business of any kind shall be conducted on any residence with the exception of the business of Declarant and transferees of Declarant in developing all the lots.

(c) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot. However, dogs, cats and other household pets may be kept on lots so long as they are not kept, bred or maintained for commercial purposes and provided that not more than two (2) pets in the aggregate may be kept on any lot. Household pets shall at all times be kept on a leash or some other appropriate means of control and be accompanied by the lot owner when in common areas. In such cases, the pet custodian shall be equipped with a suitable container and proper scooper to remove all droppings and litter deposited on common or public areas. Shall any question arise as to what constitutes a household pet, the decision of the Board of Directors of the Association shall be final.

(d) No fence, wall or other dividing instrumentality shall be constructed or maintained on any lot unless it shall have been approved by the Architectural Control Committee.

(e) No rubbish, trash, or garbage, or other waste material shall be kept or permitted on any lot except in sanitary containers located in an appropriate area on each lot concealed from public view. The burning of trash, rubbish, garbage and other waste material, including leaves and other tree products, is expressly prohibited.

(f) No outbuilding, basement, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a residence either temporarily or permanently.

(g) Each dwelling structure erected on a lot shall contain a minimum of 2,000 square feet of living area above the basement level and shall contain a two-car attached garage.

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(h) No dwelling shall be permitted to be constructed on any lot where the combined retail value of both home and lot are less than One Hundred Twenty-Five Thousand (\$125,000.00) Dollars. Retail value shall be that value as determined by an approved MAI appraiser and shall be based on values existing at the date of the recording of these covenants. Minimum values shall be adjusted for increases or decreases in real estate values in the general area from the date of recording of these covenants as such adjustments are appropriate, it being the intention and purpose of these covenants to assume that all dwellings shall be of a quality or workmanship and materials substantially the same as or better than that which can be produced on the date these covenants are recorded at the minimum value stated herein.

(i) Outside finishes on all chimneys and flues shall be constructed of masonry materials and be finished with bricks.

(j) No building shall be located on any lot nearer to the front, side and rear lot lines than the minimum building setback lines shown on the recorded plan for Green Lane Manor.

(k) No excavation for stone, gravel or earth shall be made on the lot except for walls, basements or cellars of dwellings to be constructed in accordance with this Declaration.

(l) No lot owner shall at any time raise the grade of any lot or lots subject to this Declaration above the grade established or to be established by Declarant without the written consent of the Declarant.

(m) All land within twenty-five (25) feet of any street shall be used solely for lawns, driveways and walks; and no walls shall be located closer than twenty-five (25) feet to any street.

(n) No signs, billboards or advertising devices of any kind, including political advertising signs, except those used in any subsequent sale or rental of the lot shall be placed or otherwise installed on any lot. Any sign permitted hereunder shall not be greater in outside dimensions than two feet by three feet (6 square feet), and shall not be illuminated. This paragraph shall not apply to the Developer or to any builder approved by the Developer during the course of construction.

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(o) No tank or other storage facility for gas or other liquids may be maintained on any lot unless hidden from external view of any other lot.

(p) No commercial or other nonpassenger vehicle of any type and no unlicensed motor vehicles of any type shall be permitted to remain overnight on a lot or on any street within the development unless garaged, other than as may be used by the Declarant in conjunction with building operations on the premises.

(q) No boats, campers, trailers or other recreational vehicles shall be permitted to be parked on a lot or on any street within the development for more than one day unless garaged or screened from the view of other lot owners.

(r) No satellite dish antennas, TV antennas, "earth stations," radio antennas or towers of any type shall be permitted to be erected on a lot.

(s) No noxious, unsightly or offensive activity, including vehicle repairs shall be conducted on any lots or on the streets abutting the same nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to the residents of Green Lane Manor. Notwithstanding the preceding, a lot owner may make vehicle repairs provided that said repairs are conducted in the lot owner's garage.

(t) Any resubdivision of the lots comprising Green Lane Manor is expressly prohibited.

(u) All lots are to be maintained in a clean and sanitary condition and all lawns, shrubs and other vegetation shall be groomed and maintained regularly as needed. All sidewalks and driveways located on any lots shall be kept free of snow, ice and debris.

(v) All outbuildings or similar structures separate from the single family residence constructed on the lot shall be constructed with materials compatible with the construction of the main house and shall be approved by the Architectural Control Committee prior to the commencement of any construction. Any facilities such as skating rinks or skate board ramps whether temporary or permanent are prohibited.

(w) All driveways shall be paved within six (6) months of the completion of the residence on the lot.

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(x) The location, style, and design of mail boxes shall be approved by the Architectural Control Committee.

(y) The exterior colors of all structures shall be approved by the Architectural Control Committee.

(z) No swimming pools shall be placed, erected or constructed upon any lot without the approval of the Architectural Control Committee.

(aa) Each lot owner shall, at his sole cost and expense, repair his residence, keeping the same in the condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(bb) If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair and reconstruct such residence in a manner which will substantially restore it to its appearance (or other style compatible with the architectural character of Green Lane Manor) and condition immediately prior to casualty. Reconstruction shall be undertaken within six (6) months after the damage occurs and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

(cc) The Board of Directors may from time to time promulgate rules and regulations not in conflict with the provisions of this Declaration concerning the use and enjoyment of the common property, subject to the right of the Members to change such Executive Board rules and regulations.

(dd) There is hereby reserved for the use of the Association an easement twenty (20) feet in depth from the western line of Green Lane Drive to permit the Association to replace and maintain trees, shrubbery and plantings within said easement. No slope or grade established by the Developer within the easement area shall be changed by any Owner.

Section 3. Commencement of Construction and Option in Developer to Repurchase Lot. The Owner of each lot shall commence construction of a single family residence dwelling using a Builder from a list of approved builders maintained by the Developer

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within six (6) months of the date that the deed conveying said lot is delivered to the Owner by the Developer. In the event that the Owner fails to commence construction of a dwelling within six (6) months of the delivery of the deed as aforesaid, the Developer shall have the option of repurchasing the lot from the Owner at the same price that the Developer received from the Owner for the purchase of the aforesaid lot.

Section 4. Addition to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) ADDITIONS IN ACCORDANCE WITH TENTATIVE DEVELOPMENT AND STAGING PLAN. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future States of the Development.

The additions authorized under this and the succeeding subsection shall be made by filing of record a Final Subdivision and Land Development Plan for each Stage and a Supplementary Declaration of Covenants and Restrictions with respect to the additional property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee, interest in any lot (or Residential Unit) which is subject by the covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each Lot (or Residential Unit) in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in

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any Lot (or Residential Unit) all such persons shall be members, and the vote for such Lot (or Residential Unit) shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot (or Residential Unit).

Class B. Class B members shall be the Developer, and any successors and assigns of the Developer, who takes title for the purpose of development and sale and who is designated as such in a recorded instrument. The Class B member shall originally be entitled to three hundred thirty-eight votes; this number shall be decreased by one (1) vote for each Class A member existing at any one time. The Class B membership shall terminate and be converted to Class "A" membership upon the happening of the earlier of the following:

(a) When the total Class A votes equal or exceed the total number of Class B votes.

(b) Five (5) years from the date hereof.

(c) The Developer, or any successor named by the Developer and specifically given the right by it so to do in a written instrument, decides to terminate the Class B membership.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot (or Residential Unit) in which it holds the interests required for membership under Section 1.

(For the purposes of determining the votes allowed under this Section, when Residential Units are counted, the Lot or Lots upon which such Residential Units are situated shall not be counted.)

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREA

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section

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3, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title or lease to every lot (or Residential Unit).

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Areas until such time as improvements, if any, are completed thereon. Notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common Properties as follows:

(a) Rights-of-way and easements for streets, water and sanitary sewers with completed improvements in place, shall be dedicated to Fairview Township.

(b) The title to common open space for parks, recreation, storm drainageways and storm water management facilities and other common facilities with improvements in place shall be transferred to the Association. The Association shall have or hire adequate staff to administer common facilities and maintain the common open space.

(c) Easements for electric, telephone, television and other utility services, shall be provided to the respective operating companies.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association to borrow money for the purpose of improving the Common Areas. The Association shall not have the right to give any Lender a lien on the Common Areas, but the Association shall have the right to pledge its right to collect the proceeds of assessments from unit owners and land owners to Lenders; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association, as provided in its Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

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(d) the right of the Association to charge reasonable admission and other fees for the use of the Common Areas; and

(e) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken. It is herein understood that no such public agency or authority is obligated to accept any such dedication or transfer; and

(f) In the event that the Association or the Developer shall, at any time, fail to maintain the Common Areas under its jurisdiction in reasonable order and condition in accordance with the development plan, Fairview Township may serve written notice on the Association or the owners setting forth the manner in which the Association has failed to maintain the common open space in reasonable condition; and said notice shall include a demand that such deficiencies of maintenance be cured 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 cured. If the deficiencies set forth in the original notice or the modifications thereof shall not be cured within said thirty (30) days or any extension thereof, the Township, in order to preserve the taxable values of the properties within Green Lane Manor and prevent the common open space from becoming a public nuisance, may enter upon said common open space and maintain the same for a period of one (1) year. Said entry and maintenance shall not vest in the public any rights to use the common open space except when the same is voluntarily dedicated to the public by the residents and owners. Before the expiration of said year, the Township shall, upon its initiative or upon the request of the Association, call a public hearing upon notice to the Association and owners to be held by the Township, at which hearing such Association and owners shall show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township shall determine that the Association is ready and

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able to maintain said common open space in a reasonable condition, the Township shall cease to maintain said common open space at the end of said year. If the Township shall determine the Association is not ready and able to maintain said common open space in a reasonable condition, the Township may, at its discretion, continue to maintain said common open space during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. The decision of the Township in any such case shall constitute a final administrative decision subject to judicial review.

The cost of such maintenance by the Township shall be assessed ratably against the properties within Green Lane Manor that have a right of enjoyment of the common open space and shall become a tax lien upon said properties. Said assessments or charges shall be subordinate to the lien of any first mortgage on the property which is subject to such assessments or charges regardless of when said mortgage was created or when such assessments or charges accrued, provided such subordination shall apply only to assessments or charges that have become payable prior to the passing of title under foreclosure of such mortgage and the transferee shall not be liable for payment of any assessments or charges accruing prior to said foreclosure; but nothing herein shall be held to affect the rights herein given to enforce the collection of such assessments or charges accruing after sale under foreclosure of such mortgage; and provided, further, that such charges accruing after sale shall also be subordinate in lien to the lien of any further first mortgage which is placed on property subject to such assessments or charges, with the intent that no such charges shall at any time be prior in lien of any first mortgage on such property. The Township, at the time of entering on said common open space for the purpose of maintenance, shall file a notice of such lien in the office of the Prothonotary of the County on the properties affected by such lien within the planned residential development.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot (other than Developer) by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to

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covenant and agree to pay to the Association annual assessments or charges, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. In addition to the assessments called for above, the Board shall have the power to impose an entrance fee not to exceed the sum of One Hundred (\$100.00) Dollars whenever any owner other than the Developer acquires a completed residential unit either from the Developer or a subsequent owner. Such entrance fee shall not apply to owners who acquire a completed residential unit from a spouse, parent, grandparent, child, grandchild, brother or sister.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in The Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, managements and supervisions thereof.

Section 3. Basis of Annual Assessments. The Association, through its Board of Directors, shall fix the annual assessment per residential unit based upon the estimated cost of carrying out the responsibilities of the Association. There shall be one type of annual assessment as follows:

(a) General assessments applicable to all record owners of lots upon which are constructed residential units. Said properties shall be assessable for the following purposes only:

(1) The maintenance and replacement of the lawns and planting as outlined on the Final Subdivision Plans under the title of Common Open Space or plantings in easement areas fronting on Green Lane Drive.

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(2) The maintenance and replacement of the sidewalks and pedestrianways in the public rights-of-way easements and in common open space as outlined on the Final Subdivision Plans.

(3) Outdoor lighting in public rights-of-way and on common properties.

(4) Essential improvements such as drives, sanitary sewers, water lines, fire hydrants, storm sewers, drainageways, and storm water management facilities, fences, signs and other facilities essential for the use and maintenance of Common Areas if any such facilities have not been accepted by the applicable political subdivision or public utility.

(5) Recreation facilities such as playground equipment, picnic facilities and any structures or appurtenances related thereto.

(6) Liability and Property Damage Insurance relating to the aforementioned Common Areas.

(7) Capital Reserves as deemed necessary for replacement of the aforementioned Common Areas.

(8) Management Services.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining

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number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The Board of Directors may provide that the annual assessment may be paid quarterly or in monthly installments.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Residential Unit for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the

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Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas as defined in Article I, Section 1, hereof; (c) all properties exempted from taxation by the laws of the Commonwealth of Pennsylvania, upon the terms and to the extent of such legal exemption. Notwithstanding any provision herein, no completed living unit devoted to dwelling use shall be exempt from said assessment, charges or liens provided, however, that the Board of Directors may exempt completed but unoccupied living units owned by a Builder approved by the Developer for a period not to exceed six (6) months.

Section 11. Maintenance for Common Areas and the areas of common responsibility that benefit both the owner of completed residential units and the owner of undeveloped land with Green Lane Manor shall be borne equitably by the owners of the completed residential units and the owners of the undeveloped land who benefit from the maintenance of the Common Areas and the areas of common responsibility.

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ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Review by Committee. No building, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the 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 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, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enforce the provisions of this section have been commenced within ninety (90) days of the completion of any addition, alteration or change prior to the approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control committee shall have no authority or jurisdiction over the initial development work of the Developer or Developer's designee in this or any subsequent Stage.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by The Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the Lots (or Residential Units) has been recorded, agreeing to change said Covenants and Restrictions in whole or in part. (For purposes of meeting the two-thirds requirements, when Residential Units are counted, the Lot or Lots upon which such Residential Units are situated shall not be counted.)

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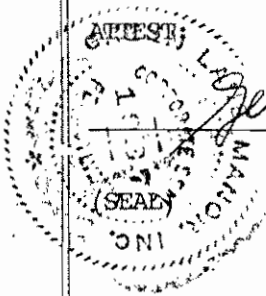
Provided, however, that no such agreement to change shall be effective unless made and recorded six (6) months in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner of the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Coordination of Finish Grading and Landscaping Operations. To permit the coordination of finish grading and landscaping operations and the provisions of permanent and/or temporary storm drainage facilities as development work progresses from lot to lot, the Developer, at his expense, shall have the right to change, alter, modify and/or revise the finish grade and to complete landscape work of the yard within ten (10) feet of any lot line or as necessary for proper grade and in drainage swales beyond said ten (10) feet after title to a lot and the dwelling thereon has been transferred to another owner.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or Court Order shall in no wise affect any other provisions which shall remain in full force and effect.



Gerald Z. Jemph
Secretary

GREEN LANE MANOR, INC.

By: *Edward R. Norford*
Vice President

GREENLANE

7/12/88

0001
099 W 0974

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

:
:SS:
:

COUNTY OF *Cumberland*

On this, the *19th* day of *July*, 1988, before me, the undersigned officer, personally appeared *EDWARD R. NORFORD*, who acknowledged himself to be the Vice President of Green Lane Manor, Inc., a Pennsylvania Corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as Vice President.

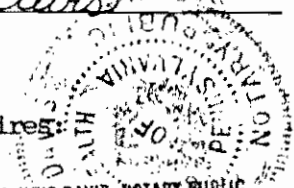
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nina June Davis

Notary Public

My commission expires:

(SEAL)



NINA JUNE DAVIS, NOTARY PUBLIC
LEMOYNE BORO, CUMBERLAND COUNTY
MY COMMISSION EXPIRES OCT. 15, 1989
Member, Pennsylvania Association of Notaries

GLANE. PHI

099 W 0976

ALL THAT CERTAIN tract of land situate in the Township of Fairview, County of York, Commonwealth of Pennsylvania, more particularly bounded and described as follows, to wit:

BEGINNING at a point on the southern line of Green Lane Drive at other lands now or late of Green Lane Manor; thence by a curve to the left having a radius of fifteen and no hundredths (15.00) feet, an arc distance of twenty-three and fifty-six hundredths (23.56) feet to a point on the eastern line of Equus Drive; thence by same South forty-eight (48) degrees twenty-seven (27) minutes forty (40) seconds West a distance of seventy-nine and ninety-seven hundredths (79.97) feet to a point; thence by same along a curve to the right having a radius of three hundred ninety and no hundredths (390.00) feet, an arc distance of one hundred seventy-three and sixty-eight hundredths (173.68) feet to a point; thence by same South seventy-three (73) degrees fifty-eight (58) minutes thirty-four (34) seconds West a distance of two hundred twenty-two and two hundredths (222.02) feet to a point; thence crossing Equus Drive North sixteen (16) degrees one (01) minute twenty-six (26) seconds West a distance of fifty and no hundredths (50.00) feet to a point on the western side of Equus Drive; thence by other lands now or late of Green Lane Manor, Inc. North sixteen (16) degrees one (01) minute twenty-six (26) seconds West a distance of one hundred forty-two and fifty hundredths (142.50) feet to a point; thence by Lots Nos. 99 through 95 of the hereinafter mentioned Plan of Lots South seventy-three (73) degrees fifty-eight (58) minutes thirty-four (34) seconds West a distance of four hundred seventy-five and no hundredths (475.00) feet to a point; thence by other lands now or late of Green Lane Manor, Inc. North sixteen (16) degrees one (01) minute twenty-six (26) seconds West a distance of one hundred thirty-seven and fifty hundredths (137.50) feet to a point; thence crossing Futurity Drive North thirty-one (31) degrees four (04) minutes twenty-nine (29) seconds West a distance of fifty-six and ninety-five hundredths (56.95) feet to a point on the western line of Futurity Drive; thence along same North seventy-three (73) degrees fifty-eight (58) minutes thirty-four (34) seconds East a distance of fifteen and eighty-one hundredths (15.81) feet to a point; thence by other lands now or late of Green Lane Manor, Inc. North thirty-three (33) degrees thirty (30) minutes zero (00) seconds West a distance of one hundred twenty-nine and seventy-five hundredths (129.75) feet to a point; thence along Lot No. 79 of the hereinafter mentioned Plan of Lots South fifty-six (56) degrees thirty (30) minutes zero (00) seconds West a distance of forty and no hundredths (40.00) feet to a point; thence along Lots Nos. 79 through 75 of the hereinafter mentioned Plan of Lots North thirty-three (33) degrees thirty (30) minutes zero (00) seconds West a distance of four hundred ninety-seven and no hundredths (497.00) feet to a point on the eastern line of Derby Avenue; thence crossing Derby Avenue North thirty-three (33) degrees thirty (30) minutes zero (00) seconds West a distance of sixty and no hundredths (60.00) feet to a point on the western line of Derby Avenue; thence by the western line of Derby

EXHIBIT "A"

099 -W 0975

GLANE.BYLAW
7/12/88

IN WITNESS WHEREOF, the undersigned, being the Incorporator of the Association, has, pursuant to the Pennsylvania Nonprofit Corporation Law of 1972 as amended adopted these By-Laws this 14th day of July, 1988.

ATTEST:

GREEN LANE MANOR, INC.



Gerald Z. Hempt
Secretary

By: Edward R. Norford
Vice President

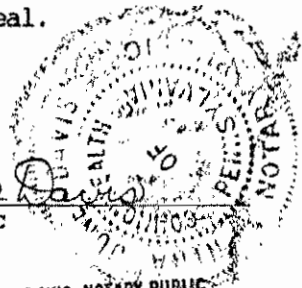
ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CUMBERLAND :

On this, the 14th day of July, 1988, before me the undersigned officer, personally appeared EDWARD R. NORFORD, who acknowledged himself to be the Vice President of Green Lane Manor, Inc., a Pennsylvania corporation, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

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

Nina June Davis
Notary Public



NINA JUNE DAVIS, NOTARY PUBLIC
LEMOYNE BORO, CUMBERLAND COUNTY
MY COMMISSION EXPIRES OCT. 15, 1989
Member Pennsylvania Association of Notaries

GLANE. PHI

099 W 0977 PAGE

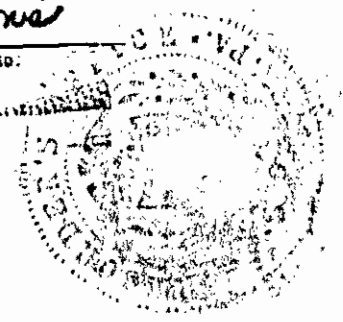
Avenue North fifty-six (56) degrees thirty (30) minutes zero (00) seconds East a distance of fifty and no hundredths (50.00) feet to a point at the corner of Lot No. 131 of the hereinafter mentioned Plan of Lots; thence by Lot No. 131 North thirty-three (33) degrees thirty (30) minutes zero (00) seconds West a distance of one hundred thirty-five and no hundredths (135.00) feet to a point; thence by Lots Nos. 131 through 134 of the hereinafter mentioned Plan of Lots North fifty-six (56) degrees thirty (30) minutes zero (00) seconds East a distance of four hundred fifteen and no hundredths (415.00) feet to a point; thence North forty-eight (48) degrees twenty-seven (27) minutes forty (40) seconds East a distance of fifty and no hundredths (50.00) feet to a point; thence South forty-one (41) degrees thirty-two (32) minutes twenty (20) seconds East a distance of twenty and forty-five hundredths (20.45) feet to a point; thence North forty-eight (48) degrees twenty-seven (27) minutes forty (40) seconds East a distance of one hundred forty and no hundredths (140.00) feet to a point at the corner of Lot No. 58 of the hereinafter mentioned Plan of Lots, said point being on the southern line of Green Lane Drive; thence along the southern line of Green Lane Drive South forty-one (41) degrees thirty-two (32) minutes twenty (20) seconds East a distance of one thousand three hundred fifty-four and eleven hundredths (1,354.11) feet to a point, the place of BEGINNING.

BEING the Final Subdivision Plan of Green Lane Manor Phase I as recorded in York County Plan Book II, Page 322.

State of Pennsylvania,]
County of York

Recorded in record Book 99-W Page 956
the 21st day of July A.D. 1988

John C. Horne
RECORDER OF DEED:



033948

PAID
JUL 21 9 05 A 88
REC'D OF DEEDS OFFICE
YORK COUNTY, PA.