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DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FORGEDALE CROSSING
FINAL SUBDIVISION PLANS FOR PHASE 1
SOUTH MIDDLETON TOWNSHIP, CUMBERLAND COUNTY, PENNSYLVANIA

THIS DECLARATION, made this 21st day of July, 1992, by FORGEDALE ASSOCIATES, a Pennsylvania general partnership, Developer of FORGEDALE CROSSING PHASE 1, and future phases to be approved, located in South Middleton Township, Cumberland County, Pennsylvania. The aforesaid FORGEDALE ASSOCIATES shall be hereinafter called "Developer."

W I T N E S S E T H:

WHEREAS, the Developer of the tract of land located in South Middleton Township, Cumberland County, Pennsylvania, designated as Forgedale Crossing Phase 1, Lots 1 through 30, a Final Land Subdivision Plan dated June 26, 1992; and recorded in the Recorder of Deeds Office in and for Cumberland County, Pennsylvania, in Subdivision Plan Book 64, Page 93; and,

WHEREAS, the Developer desires to impose upon the aforesaid lots, as covenants running with the land certain conditions, restrictions, limitations, regulations and agreements.

NOW, THEREFORE, intending to be legally bound, the Developer hereby declares and imposes the following conditions, restrictions, limitations, regulations, and agreements upon each of the above described lots, which shall be binding on all owners thereof, their grantees, successors and assigns, running with all lots hereafter conveyed:

ARTICLE I - GENERAL PURPOSE OF PROTECTIVE COVENANTS,
RESTRICTIONS AND RESERVATIONS

It is the Developer's express intention and the purpose of this Declaration to implement the construction and development of a planned residential community known as Forgedale Crossing. The property is being subjected to the protective covenants, restrictions and reservations in order to insure the most appropriate development and improvement of each building lot; to protect the owners of building lots against improper use of neighboring building lots within the said subdivision which might depreciate the value of property; to guard against the construction of poorly designed or poorly proportioned

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and Protective Covenants (Continued)

structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to assure the highest and best development of said subdivision; to encourage and secure the construction of attractive dwellings in said subdivision with appropriate elevations and locations on building lots; to prevent haphazard and inharmonious improvement of building lots; to secure and maintain proper open areas by setbacks from street and free spaces between structures; and generally to provide for high quality improvements so as to protect and enhance the value of all building lots in the subdivision. The protective covenants, restrictions and reservations, hereinafter more specifically set forth, shall be implemented and interpreted in light of the foregoing statement of intention and purpose.

ARTICLE II - PROTECTIVE COVENANTS, RESTRICTIONS, AND RESERVATIONS

A. BUILDING PLANS

1. Each lot owner shall submit a complete set of plans and specifications concerning the single family detached dwelling to be constructed upon the lot to the Architectural Review Committee for approval prior to submitting an application for a building permit. The building plans, specifications and plot plans shall be provided at no charge to the Committee and shall be made part of a record.
2. The exterior design of the single family dwelling, including attached garage, shall be compatible with and in keeping with the general appearance and character of the other dwellings, existing or proposed, in the development. Disapproval by the Architectural Review Committee may be based solely on the requirement even though all other requirements are complied with.

B. BUILDING COMPLETION

1. The owner of each lot shall commence construction of the single family detached dwelling, including attached garage, using a builder approved by the Developer, within twelve (12) months of the date that the deed conveying the lot is delivered to the owner by the Developer.
2. The construction of the single family detached dwelling, and any other building hereafter erected thereon, shall be completed for occupancy within six (6) months after the first visible construction has commenced. Completion requires finished grading, seeding to property line, approved landscaping, and paved driveway.
3. No single family detached dwelling may be occupied until the final covering of brick, stone, siding, etc., is in place.

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C. BUILDING REQUIREMENTS

1. The single family detached dwelling to be constructed upon each lot shall contain a minimum heated living area of 1,500 square feet for a one story, 1,700 square feet for a one and one half story, and 1,800 square feet for a two story, excluding porches, patios, garages, basement, attic, breezeways, and the like.
2. The single family detached dwelling shall have constructed a two or three car garage attached to or incorporated into the structure of the dwelling; and shall be constructed at the same time as the dwelling. No carports will be permitted to be constructed.
3. The exterior of the single family detached dwelling, including the attached garage, shall be constructed of brick, stone, wood, aluminum siding, vinyl siding, stucco or other exterior materials as approved by the Architectural Review Committee.
4. Cement block or cinder block construction shall not be permitted above ground, unless veneered or covered with approved exterior materials.
5. The roof pitch of the single family detached dwelling, including the attached garage, shall be a minimum of five inches (5") per foot.
6. No structure shall exceed two and one-half stories in height. The maximum height of any structure shall be measured on the elevation of the structure which faces the street frontage.
7. Garden shed, bath house or any other outbuilding shall be compatible with the dwelling constructed on the lot, and must be approved by the Architectural Review Committee prior to construction.

D. BUILDING LOCATION

1. The single family detached dwelling and any other structures shall have a minimum setback line of forty feet (40') from the ultimate right-of-way line. Variations from the minimum setback requirement must be approved by the Architectural Review Committee.
2. No garage or other similar appurtenant structure shall be constructed closer to the paved portion of the street than the rear of the single family dwelling unless the same is integrally connected with the dwelling.

FORGEDALE CROSSING - Declaration of Restrictions
and Protective Covenants (Continued)

E. EARTH EXCAVATION

1. All surplus earth, ground or fill excavated within the boundaries of the lot not needed by the lot owner for developing and proper grading of said lot must be removed from the lot and delivered at the lot owner's expense to any location on lands owned by the Developer as designated by the Developer. No earth shall be removed from the development site without the prior written consent of the Developer.
2. No excavation for stone, gravel or earth will be made on the lot except for walls, basements, or cellars for the single family detached dwelling to be constructed on the lot.
3. At no time, shall any owner alter the grade of any lot above or below the grade established or to be established by the Developer without the written consent of the Developer.

F. DRIVEWAYS AND SIDEWALKS

1. All driveways and turn-arounds shall be paved with macadam. Material other than macadam must be approved by the Architectural Review Committee.
2. Sidewalks shall be concrete. Material other than concrete must be approved by the Architectural Review Committee.
3. Driveway and sidewalks shall be installed at the time the dwelling is constructed, or as soon thereafter as weather conditions permit. If the completion of the single family dwelling falls during the months November through February, then driveway and sidewalks shall be installed by April 30.

G. LANDSCAPE DEVELOPMENT AND MAINTENANCE

1. Each lot owner shall submit a detailed landscaping development plan, including the species of landscaping plants and estimated height when planted, to the Architectural Review Committee for approval. The landscape development plan shall be provided at no charge to the Committee and shall be made part of a record.
2. The landscape development plan for each lot shall include the planting of two (2) shade trees having a size of two and one-half inch (2 1/2") to three inch (3") caliber. Shade trees shall be planted in the front yard area; and at all times thereafter, two shade trees shall be maintained on each lot.
3. Lot shall be landscaped within thirty (30) days of the date of occupancy, unless such deadline falls during the months of November through February, in which case, landscaping shall be completed by May 31.

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4. The landscape development of the individual lots and the area between the right-of-way (lot property line) and the edge of the paved roadway along all street frontages shall be developed and maintained as part of the landscape development surrounding the residence.

5. Landscaping shall be maintained and pruned regularly to provide an aesthetically pleasing environment; to aid in maintaining the rural character of the area; and to protect the health and safety of the inhabitants of the neighborhood.

6. All lawn area, including the area in the public right-of-way along the lot frontages, shall be mowed and kept free and clear of weeds at all times by the lot owner.

H. LAND USE

1. No building or other structure of any kind whatsoever other than a single family detached dwelling, to include a two or three car attached garage, shall be erected or constructed upon the lots. The only accepted alternative structure would be that of a church or synagogue. This exception is at the total discretion of the Developer.

2. No building on said lots and no building hereafter erected thereon shall be erected for, used or occupied for any purpose other than that of a residential dwelling. The occupancy of any dwelling shall be limited to one family living and cooking together as a single housekeeping unit. No lot or building structure shall be used for commercial or manufacturing purposes.

3. The subdivision of any lot within conveyed is prohibited unless the re-subdivision of any such lot is expressly approved, in writing, by the Developer, or its designees.

I. MAINTENANCE OF LOTS

1. Lots which have been sold but have not been developed shall be maintained by the individual lot owner in a condition similar to the unsold and undeveloped lots. No weeds or obnoxious usages shall be allowed on said lots.

J. UTILITIES

1. No tank or other storage facility for natural gas, gasoline, diesel fuel, and the like shall be maintained on any lot. Heating oil tanks may not be exposed.

2. All utility lines servicing the lots shall be buried underground.

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K. SOLAR COLLECTION PANELS

1. Collection panels for solar energy shall be allowed only when installed upon the roof surface of the proposed dwelling unit; and aesthetically, are not an objectionable architectural feature. No freestanding ground-surface units are permitted.

L. RADIO AND TELEVISION ANTENNAS

1. Dish-type satellite reception antennas, independent antenna towers, short-wave wire-type antennas, "earth stations" and the like are prohibited.

2. Exterior antennas for reception or transmission of radio or television signals which are installed on the exterior of any part of any dwelling, garage or other building are subject to approval of the Architectural Review Committee.

M. FENCES AND WALLS

1. No fences, walls or the like shall be constructed between the front building setback line and the paved portion of the street.

2. No fences, walls or the like exceeding four feet (4') in height shall be erected or maintained on lot, except those erected for swimming pools.

3. Division line fences may be erected of shrub hedges or ornamental construction, provided no such fence exceeds five feet (5') in height.

4. Fences erected exclusively to enclose a swimming pool may not exceed six feet (6') in height.

5. Any fence, wall or other dividing instrumentality to be constructed or maintained on any lot must be approved by the Architectural Review Committee.

N. RECREATIONAL VEHICLES, TRAILERS AND BOATS

1. No boats, campers, trailers or other recreational vehicles of any size larger than a station wagon automobile or van shall be permitted to be parked on a lot or on any street within the development for more than three (3) days in any one (1) month period unless garaged.

2. The use of outside storage of snowmobiles, mini-bikes, motorcycles, all-terrain vehicles, and the like, is prohibited.

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O. SWIMMING POOLS

1. Swimming pools shall not be located within the front yard or side yard areas; and shall be no closer to property lines than is permitted for a building.
2. Screen plantings shall be required as an integral part of the installation of the swimming pool.
3. No above-ground swimming pools shall be permitted.
4. Any such swimming pool shall be constructed at a finished grade not to exceed two feet (2') of the grade of the lot prior to the commencement of construction of the swimming pool.

P. GAME COURTS

1. Game courts for tennis, paddle tennis, basketball, or any other court-type game, shall not be located within the front yard areas.
2. Screen plantings shall be required as an integral part of the installation of a game court.

Q. TEMPORARY STRUCTURES

1. No outbuilding, basement, tent, shack, garage, house trailer, mobile home, modular home, barn, shed or temporary building or structure of any kind shall be used as a residence either temporarily or permanently.

R. PETS, LIVESTOCK AND POULTRY

1. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except those commonly recognized as domestic pets, providing they are not bred, maintained or used for commercial purposes.
2. All pets shall be controlled to prevent roaming, doing damage to other properties within the development, or to persons, or any other damage whatsoever.
3. Pets shall be maintained so that offensive odors or noise will not be apparent to adjoining property owners.
4. Household pets shall at all times be kept on a leash or in some other appropriate means of control; and shall be accompanied by the owner or a member of the owner's family when in common areas. In such cases, the custodian of the pet shall be equipped with a suitable container and proper scooper to remove all droppings and litter deposits in common areas or public areas.

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5. All household pets shall be housed within the confines of the dwelling structure, and may not be kept outside.

S. SIGNS

1. No signs, billboards or advertising devices of any kind shall be erected or maintained upon any lot, excluding the use of customary small residential signs for identification not to exceed two (2) square feet in size.

2. Temporary real estate "For Sale" or "For Rent" signs not exceeding six (6) square feet on one (1) side shall be permitted. Permitted real estate signs shall not be illuminated.

3. The provisions pertaining to signs shall not apply to the Developer or to any builder approved by the Developer during the course of construction.

T. EXTERIOR LAUNDRY DRYING FACILITIES

1. Exterior laundry drying facilities, including but not limited to posts and lines, racks and rotating type equipment, shall not be permitted in the front or side yard areas of the dwelling or any other location visible from the street.

U. EXTERIOR RENOVATIONS, REMODELING AND ALTERATIONS

1. Each lot owner shall submit a complete set of plans and specifications concerning any renovations, remodeling or alterations to be made to the exterior of any existing dwelling, garage, or other outbuildings to the Architectural Review Committee for approval prior to submitting an application for a building permit. The building plans, specifications and plot plans shall be provided at no charge to the Committee, and shall be made part of a record.

2. All the protective covenants, restrictions and reservations contained in this Declaration shall be applicable to the renovation, remodeling or alteration of the exterior of any existing dwelling, garage or other outbuilding.

V. DAMAGED BUILDINGS

1. If all or any portion of the single family detached dwelling or garaged is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with all due diligence, to rebuild, repair and reconstruct the single family detached dwelling and/or garage in a manner which will restore it to its appearance and condition immediately prior to casualty.

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2. Restoration plans and specifications shall be submitted to the Architectural Review Committee for approval prior to submitting an application for a building permit. The plans and specifications shall be provided at no charge to the Committee, and shall be made part a record.
3. Restoration work shall be undertaken within six (6) months after damage occurs, and shall be completed within twelve (12) months after damage occurs, unless prevented by causes beyond the control of the owner.

W. NUISANCES

1. No noxious, dangerous, unsightly or offensive activity, including vehicle repair, shall be conducted on any lot or on the streets butting 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 Forgedale Crossing. Notwithstanding the preceding, an owner or occupier may make vehicle repairs provided said repairs are conducted within the owner's garage.
2. No uninspected or unlicensed vehicles may be stored on any of the lots or streets more than three (3) days unless stored indoors. Storage shall mean the non-use of said vehicle for a period of three (3) days.
3. Tractor trailers, school buses, and the like may not be routinely parked on the property for longer than eight (8) hours.
4. No junked or abandoned motor vehicles shall be kept on any of the lots. An abandoned motor vehicle shall be one that does not have a valid, current state registration plate and inspection sticker.
5. No commercial or other nonpassenger vehicle 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 Developer or builders in conjunction with building or construction activities.

X. MISCELLANEOUS

1. No rubbish, trash, or garbage, or other waste material shall be kept or permitted on any lot except in sanitary containers which shall be stored within the attached garage; and shall be placed at or near the curb in front of each detached dwelling on the date of collection only.
2. All land of any given lot from the paved portion of the street through the front building setback line shall be used exclusively for lawns, driveways and walks.

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Y. EASEMENTS

1. Certain lots are subject to easements for utility distribution systems. The location of such easements are as depicted on the subdivision plan.
2. Certain lots are subject to easements to provide adequate storm water drainage. The location of such easements are as depicted on the subdivision plan.
3. Certain lots are subject to easements for entranceway landscaping. The location of such easements are as depicted on the subdivision plan.

ARTICLE III - ARCHITECTURAL REVIEW COMMITTEE

1. The Architectural Review Committee is created to administer the protective covenants, restrictions and reservations set forth herein, and shall consist of four members to be appointed by the Developer.
2. The Developer reserves the right to appoint or remove members of the Architectural Review Committee until such time as all phases of Forgedale Crossing have been completed. Upon completion of the development, the Architectural Review Committee will be appointed by the Board of Directors for the Homeowners Association of Forgedale Crossing.
3. All members of the Architectural Review Committee, or its designated representative, shall serve without compensation, and their term shall be indefinite subject to the right of any member of the Architectural Review Committee to resign. Upon the resignation or death of any member of the Architectural Review Committee, the Developer shall appoint a successor to fill the vacancy until such time as all phases of Forgedale Crossing have been completed.
4. The Developer shall have the right to decrease the number of Committee members to three (3) or to increase the number of Committee members to five (5), at any time, until such time as all phases of Forgedale Crossing are completed. At that time, the Board of Directors for the Homeowners Association shall be delegated the authority to appoint up to five (5) members to serve on and act as the Architectural Review Committee.
5. The Architectural Review Committee shall have thirty (30) days from the submission of all the information required by the Committee to review building plans and specifications for construction of, or subsequent exterior renovations to, the single family detached dwelling and garage; and either approve or disapprove the plans and

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specifications as submitted. The Committee may, within the thirty (30) day period, request additional information concerning the plans and specifications; in which case, the Committee shall have an additional fifteen (15) days after receipt of such information to take action with respect to the approval or disapproval of the plans and specifications.

6. The Architectural Review Committee shall have the right to disapprove any proposed construction, or subsequent exterior renovation or addition, which is not compatible with the overall development of Forgedale Crossing.

7. If the plans comply in all respects with the restrictions and covenants set forth herein, and conform to the "Building Guidelines" established by the Developer, the Committee will approve the plans in writing.

8. In the event the Architectural Review Committee fails to approve or disapprove the plans and specifications within thirty (30) days after submission of all the information required, such approval shall be deemed to have been given.

9. The Architectural Review Committee shall have the right, power and authority from time to time hereafter to amend, alter, modify and change the within protective covenants, restrictions, and reservations in such manner as to comply and be consistent with the intentions and purposes set forth in Article I. Any such amendment, alteration, modification or change must be in writing, signed by a majority of the members of the Architectural Review Committee and duly recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania. No such amendment, alteration, modification or change shall apply to any building lot conveyed by Developer prior to the recording of such amendatory instrument.

ARTICLE IV - HOMEOWNERS ASSOCIATION

A. MEMBERSHIP AND VOTING RIGHTS

1. Every person or entity who is a recorded owner of a fee or undivided fee interest in any lot (or residential unit) shall automatically become a member of the Homeowners Association of Forgedale Crossing. Any person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

2. Each member shall be entitled to one (1) vote for each lot (or residential unit) in which they hold the interest required for membership. When more than one (1) person holds such interest in any lot (or residential unit), all such persons shall be members; and the

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vote for such lot (or residential unit) shall be exercised as they between or among themselves shall determine. In no event, shall more than one (1) vote be cast with respect to any such lot (or residential unit).

B. MAINTENANCE ASSESSMENTS

1. Each owner of any lot (or residential unit), other than the 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 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, shall be charged on the lot (or residential unit) and shall be a continuing lien upon said lot (or residential unit) against which each such assessment is made. Each assessment, together with interest thereon and cost of collection, shall be the personal obligation of the person who is the owner of the lot (or residential unit) at the time when the assessment shall be due.

2. The Association, through its Board of Directors, shall fix the annual assessment per lot (or residential unit) based upon the estimated cost of carrying out the responsibilities of the Association.

3. The maximum amount of each annual assessment for each lot (or residential unit) shall not exceed the sum of One Hundred Twenty Five Dollars (\$125.00) per year. The maximum amount for the annual assessment may be increased by the affirmative vote of eighty percent (80%) of the members.

4. The annual assessment shall commence on the date fixed by the Board of Directors to be the date of commencement.

C. PURPOSE OF ASSESSMENTS

1. The annual assessment applicable to all recorded owners of lots upon which are constructed residential units shall be used for the following purposes:

1.1 The maintenance and improvements to detention or retention ponds and other storm water management facilities, fences, signs and other facilities essential for the use and maintenance of common areas, if such facilities have not been accepted by the applicable political subdivision or public utility.

1.2. The maintenance of any identification sign(s) erected at entrance way(s), including the cost for electricity in the event the sign(s) is illuminated.

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- 1.3. The maintenance, including the cost of replacements, of the trees, shrubs and other landscaping material planted within any reserved landscaping buffer easements.
- 1.4. The maintenance, including the cost of replacement, of lawn and plantings within any retention and/or detention pond areas. Said retention and/or detention ponds, while not situated upon the properties, shall be constructed and shall be maintained in the future as an essential part of the storm water management system for the Development.
- 1.5. The cost of electricity for outdoor lighting in public rights-of-way and in common areas.
- 1.6. The cost for liability and property damage insurance.
- 1.7. The cost of maintenance and management services for the aforementioned purposes.

D. REMEDIES OF ASSOCIATION FOR NON-PAYMENT OF ASSESSMENT

1. If the assessment is not paid on the due date, the assessment shall be delinquent; and shall, together with interest thereon and cost of collection thereof, become a continuing lien on the property which shall bind the property in the hands of the then owner, his heirs, successors, personal representatives and assigns. The personal obligation of the then owner to pay the assessment shall remain the owner's personal obligation for the statutory period.
2. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of eighteen percent (18%) per annum.
3. The Association may bring an action at law against the owner personally obligated to pay the assessment, or to foreclose the lien against the property. The cost of preparing and filing the complaint in such action shall be added to the amount of the assessment. 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.

E. PROPERTY RIGHTS AND USE IN COMMON OPEN SPACES

1. Title to common open space for storm drainageways and storm water management facilities and other facilities with improvements in place shall be transferred from the Developer to the Association. The Association, after the date of transfer, shall be responsible to maintain those common areas in perpetuity.

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2. The Association shall have the right to borrow money for the purpose of improving common areas. The Association shall not have the right to give any lender a lien on the common areas. The Association shall have the right to pledge as security for any such loan its right to collect the proceeds of assessments from property owners.

3. The Association shall have the right to dedicate or transfer all or part of the common area to any public agency, public authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by two-thirds (2/3) of those members entitled to cast votes. Every member shall be given at least ninety (90) days notice, in writing, of any meeting scheduled for such action. Nothing contained herein shall be construed to prohibit the Developer from offering for dedication rights-of-way and easements for streets, water, sanitary sewer, storm water management facilities or utility services when improvements are in place.

F. BOARD OF DIRECTORS

1. A Board of Directors for the Homeowners Association shall consist of three (3) members to be elected by the homeowners of Forgedale Crossing. The Board of Directors shall be established upon the completion of the Forgedale Crossing development or seven (7) years from the date of this Declaration, whichever shall occur earlier.

2. 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. Written notice of the assessment shall be sent to every owner subject to the assessment thirty (30) days in advance of the date of commencement.

ARTICLE V - GENERAL PROVISIONS

A. TERM, ENFORCEMENT, AND SEVERABILITY

1. The provisions herein contained shall run with the land and shall inure to the benefits of and be enforceable by the Developer or the owners of any lot bound by these provisions, as well as by each of the respective legal representatives, heirs, and assigns. The violations of any of the provisions hereof are hereby declared to be a nuisance which may be remedied by appropriate legal proceedings. Failure of any of said lot owners to enforce, or to restrain the breach of any provisions herein, shall in no wise be deemed a waiver of the right to do so, or as a waiver of such restriction, conditions, covenant, or agreement. The Developer, their legal representative, successors and assigns, shall not be responsible, either personally or as fiduciary,

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for the default of any lot owner or subsequent purchaser, and shall not be obligated to enforce compliance with any provision herein, in the event of default of such lot owner or subsequent purchaser.

2. Except for those rights and responsibilities referred to here, the Developer shall have the same rights as a lot owner in Forgedale Crossing to uphold and defend these protective covenants, restrictions, and reservations. The Developer shall not be included as defendant in a lawsuit in the event legal action is taken against alleged violators of these protective covenants, restrictions, and reservations.

3. The invalidation of any one of the foregoing protective covenants, restrictions or reservations by judgement or Court Order shall in no way affect any of the other provisions herein which shall be and remain in full force and effect.

4. If any of the purchasers of lots, or their successors in title, shall violate, or attempt to violate, any of the restrictions or conditions herein set forth, it shall be lawful for any other lot owner to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such restrictions or conditions, either to prevent such violation or to recover damages therefore. -

5. Any notices 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 at the time of the mailing.

B. ADDITIONS TO EXISTING PROPERTY

1. It is anticipated that the Developer shall acquire additional phases of Forgedale Crossing. In the event the Developer shall acquire additional phases of Forgedale Crossing, then all lots within each phase shall be made subject to the provisions of these Restrictions and Protective Covenants by recording in the Office of the Recorder of Deeds of Cumberland County, Pennsylvania a supplement to these Restrictions and Protective Covenants making these Restrictions and Protective Covenants applicable with respect to the lots as shown on the additional Final Subdivision Plans of Forgedale Crossing.

FORGEDALE CROSSING - Declaration of Restrictions
and Protective Covenants (Continued)

IN WITNESS WHEREOF, the Declarants have caused this instrument
to be duly executed the date and year first written above.

WITNESS:

My B. An.
on to all

FORGEDALE ASSOCIATES, a
Pennsylvania General Partnership

By: *John E. Anderson Sr.*
John E. Anderson, Sr.

By: *Pauline E. Anderson*
Pauline E. Anderson

By: *Robert A. Thomas*
Robert A. Thomas

By: *Deborah J. Thomas*
Deborah J. Thomas

STATE OF PENNSYLVANIA :

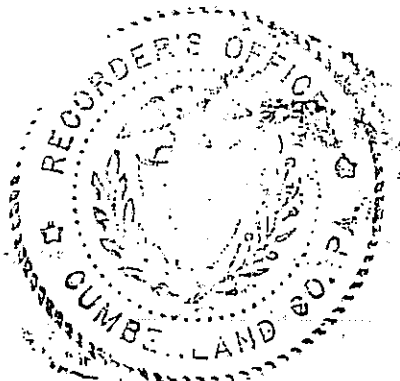
COUNTY OF CUMBERLAND :

On this 20 day of July, 1992, before me, the undersigned officer, personally appeared John E. Anderson and Pauline E. Anderson, his wife; Robert A. Thomas and Deborah J. Thomas, his wife known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed same for the purposes therein contained.

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

Roger B. Irwin (SEAL)
Notary Public

NOTARIAL SEAL
ROGER B. IRWIN, NOTARY PUBLIC
CARLISLE BOROUGH, CUMBERLAND COUNTY
MY COMMISSION EXPIRES OCT. 3, 1992
Member Pennsylvania Association of Notaries



State of Pennsylvania } SS
County of Cumberland }
Recorded in the office for the recording of Deeds
etc. in and for Cumberland County, Pa.
in Map Book 424 Vol. — Page 252
witness my hand and seal of office of
Carlisle, PA this 4 day of Aug. 1992
Robert J. Fisher
Recorder