

RECORDED
RECORD OF DEEDS
CUMBERLAND COUNTY - PA

03 APR 3 PM 4 07

FIRST SUPPLEMENTAL DECLARATION
OF
RESTRICTIONS AND PROTECTIVE COVENANTS, FORGEDALE
CROSSING FINAL SUBDIVISION PLAN FOR SECTION NO. 3,
SOUTH MIDDLETON TOWNSHIP,
CUMBERLAND COUNTY, PENNSYLVANIA

This First Supplemental Declaration, made as of the 26th day of March, 2003, (referred to separately in this document as the "First Supplemental Declaration" and which term sometimes is referred to in this document by use of such words as "hereto", "herein", "hereof", and "hereunder", or other descriptive words or phrases having similar import), by S & A Custom Built Homes, Inc. (hereinafter "the Declarant"), a Pennsylvania business corporation, to the Declaration of Restrictions and Protective Covenants, Forgedale Crossing, Final Subdivision Plans for Phase 1, dated July 21, 1992, recorded in Cumberland County, PA on August 4, 1992, Record Book 424, Page 252, hereafter referred to as (the "Original Declaration"), for the Forgedale Crossing planned residential community, located in South Middleton Township, Cumberland County, Pennsylvania (the "Development");

WITNESSETH:

WHEREAS, Declarant acquired Section No. 3 of the Development as more particularly described in the Final Subdivision Plan prepared by John K. Bixler, III, R.S. dated September 15, 2000, last revised October 6, 2000 and recorded in the Office of the Recorder of Deeds for Cumberland County, Pennsylvania on July 12, 2002 in Plan Book 85, Page 92 (herein "Section No. 3 Plan") from John E. Anderson and Pauline E. Anderson and Robert A. Thomas and Deborah J. Thomas, all of the partners in Forgedale Associates, Developer under the Original Declaration by deed dated July 10, 2002 and recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania in Deed Book 252, Page 3382 (herein the "Property") as more particularly described on Exhibit "A" attached hereto and under part hereof; and

WHEREAS, Article V, B (1) - General Provisions, of the Original Declaration contemplates that additional phases of the Development shall be made subject to the Original Declaration by recording a supplement to the Original Declaration; and

WHEREAS, Declarant, as owner of the Property comprised of the Section No. 3 Plan of Forgedale Crossing desires to make the terms and conditions of the Original Declaration as amended hereby applicable to the Property by the recording of this First Supplemental Declaration.

NOW THEREFORE, the Declarant declares that the Property known as Forgedale Crossing, Section No. 3 as described in Exhibit "A" attached hereto and made a part hereof, is and shall be held, transferred, sold, conveyed, leased, occupied, maintained and repaired subject to the covenants, restrictions, equitable servitudes, easements, charges and liens set forth in the Original Declaration, as supplemented and amended hereby.

ARTICLE I
DEFINITIONS

Section I. The terms and phrases used herein shall have the meanings specified in the Original Declaration or in the Act as hereinafter defined. The following terms and phrases shall have the following meanings herein unless the context clearly otherwise requires:

(a) "Act" means the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101, et seq.

(b) "Association" means the Unit Owners' association of Forgedale Crossing, which shall be a Pennsylvania non-profit corporation known as the "Homeowners Association of Forgedale Crossing."

(c) "Board of Directors" means the Board of Directors of the Association.

(d) "Declarant" means S&A Custom Built Homes, Inc., a Pennsylvania business corporation and all successors to Special Declarant Rights. All references to Developer in the Original Declaration shall have the same meaning as Declarant herein.

(e) "Original Declaration" shall mean and refer to the Declaration of Restrictions and Protective Covenants, Forgedale Crossing, Final Subdivision Plan for Phase 1 as recorded in the Office of the Recorder of Deeds in and for Cumberland County, Pennsylvania, on August 4, 1992, in Deed Book 424, Page 252.

(f) "Section No. 3 Plan" shall mean the Final Subdivision Plan prepared by John K. Bixler, III, R.S., dated September 15, 2000, last revised October 6, 2000 and recorded in the Office of the Recorder of Deeds for Cumberland County, Pennsylvania on July 12, 2002 in Plan Book 85, Page 92.

(g) "Property" shall mean and refer to the entire parcel of land more particularly described on Exhibit "A" attached hereto and made a part hereof, including the lots as shown on the Section No. 3 Plan and all improvements thereto and also including the single family detached dwellings to be constructed thereon and any other improvements such as streets, roads, alleys, garage buildings, parking areas, pedestrian walkways and other improvements constructed upon said parcel pursuant to the provisions hereof.

(h) "Unit" means the land located within the lot lines of a lot shown in the Section No. 3 Plan, whether improved or unimproved, together with any single family detached dwelling and any other permanent improvements constructed thereon. All references to "Lot" in the Original Declaration shall have the same meaning and be applicable to a Unit as defined herein.

(i) "Unit Owner" means any initial purchaser of a Unit or any successor in interest to such purchaser. All references to "lot owner" in the Original Declaration shall have the same meaning and be applicable to provisions pertaining to Unit Owners as defined herein.

ARTICLE II

FORGEDALE CROSSING SECTION NO. 3 PLAN

Section I. The Property. The entire parcel of real estate more particularly described on Exhibit "A" attached hereto and made a part hereof, together with any improvements thereto, defined herein as the Property, is hereby made subject to this First Supplemental Declaration and shall be held, transferred, sold, conveyed, occupied, maintained and improved subject to the provisions of the Original Declaration, as supplemented and amended hereby. The covenants, restrictions and provisions of this First Supplemental Declaration shall apply only to the Property unless made applicable to additional property as provided in the Original Declaration, upon the recording of an appropriate supplemental declaration with respect thereto.

ARTICLE III

MAINTENANCE ASSESSMENTS

A. Article IV, Homeowners Association, Subsection B(3) of the Original Declaration shall be deleted in its entirety.

B. Article IV, Homeowners Association, subsection B (4) of the Original Declaration shall be deleted in its entirety and shall be replaced with a new subsection B (4) which shall read as follows:

The annual assessment shall commence with the initial sale of the Unit. The annual assessment will be prorated the first year from the date of settlement based on the budget currently in effect as of the date of settlement and shall be due and payable to the Association at settlement. Each year, thereafter, annual assessments shall be due and payable to the Association by January 31. Payments will be mailed or delivered to the Association or such other managing party assigned to collect the annual assessments. Contact information shall be provided to all Unit Owners.

ARTICLE IV
AMENDMENTS TO DECLARATION

A. Amendment Generally. Except in cases of amendments that may be executed by the Declarant in the exercise of its Special Declarant Rights as defined in the Act, or by the Association, or as otherwise permitted by the Act, the Original Declaration or this First Supplemental Declaration may be amended only by vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated.

B. Limitation in Challenges. No action or challenge to the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

C. Recordation of Amendments. Every amendment to this Declaration shall be recorded in the county in which the Property is located and is effective only on recording.

D. Execution of Amendments. Amendments which have been adopted in accordance with this Declaration and the Act, shall be prepared, executed, recorded and certified on behalf of the Association by any officer of the Association designated for that purpose, or in the absence of designation, by the president of the Association.

E. Special Declarant Rights. Provisions in this Declaration or in the Act creating Special Declarant Rights may not be amended without the consent of the Declarant.

F. Corrective Amendments. If any amendment is necessary in the judgment of the Board of Directors of the Association to cure any ambiguity or to correct or supplement any provision of this Declaration, including the Section No. 3 Plan, that is defective, missing or inconsistent with any other provisions contained therein or with the Act, or if such amendment is necessary to conform to the requirements of the Federal Housing Administration, Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or other agency or entity with national or regional standards for mortgage loans with respect to planned community projects, then at any time and from time to time the Board of Directors may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any security interest in all or any part of the Property, upon receipt by the Board of Directors of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Article IV(F)

ARTICLE V

AMENDMENTS OR REVISIONS TO ARTICLE II OF ORIGINAL DECLARATION, PROTECTIVE COVENANTS, RESTRICTIONS, AND RESERVATIONS

The following terms of the Original Declaration, Article II, Protective Covenants, Restrictions and Reservations are modified and amended as follows:

- A. Building Plans, subsection 1, shall be deleted in its entirety and shall be replaced with new subsection A (1) which shall read as follows:

Each Unit Owner shall submit a complete set of plans and specifications concerning the single family detached dwelling to be constructed upon the Unit 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. The Declarant shall be excluded from this requirement.

- B. Building Completion, subsection 2, shall be deleted in its entirety and shall be replaced with new subsection B (2) which shall read as follows:

The construction of the single family detached dwelling, and any other building hereafter erected thereon, shall be completed for occupancy within eight (8) months after the first visible construction has commenced. Completion requires finished grading, seeding to property line, approved landscaping, and paved driveway.

- C. Building Requirements, subsection 7, shall be deleted in its entirety and shall be replaced with new subsection C (7) which shall read as follows:

Garden shed, bath house or any other outbuilding shall be compatible with the dwelling constructed on the Unit, and must be approved by the Architectural Review Committee prior to construction and shall follow Declarant guidelines.

All zoning and building permits must be obtained from the municipality following the Architectural Review Committee's approval and prior to construction.

F. Driveways and Sidewalks, subsection 1, shall be deleted in its entirety and shall be replaced with new subsection F (1) which shall read as follows:

All driveways and turn-arounds shall be paved with macadam or concrete. Material other than macadam or concrete must be approved by the Architectural Review Committee prior to installation.

L. Radio and Television Antennas, subsection 1, shall be deleted in its entirety and shall be replaced with new subsection L (1) which shall read as follows:

Dish-type satellite reception antennas, independent antenna towers, short-wave wire-type antennas, "earth stations" and the like are prohibited. Satellite dishes shall not exceed eighteen (18") inches in diameter.

M. Fences and Walls, subsections (1 through 5), shall be deleted in their entirety and shall be replaced with new subsections M (1 through 8) which shall read as follows:

1. All fences must be located in the rear yard area of the home and can only be as wide as the house. No fences are permitted in the front or side yard unless they are approved as a non-continuous decorative fence.
2. All fences are to be vinyl. No metal fences of any kind are to be permitted, i.e. chain link or aluminum fences.
3. The maximum height for a fence is 3 feet without a pool. If the Unit Owner has been approved for a pool, the fence surrounding the pool must conform to the height specifications set forth by the governing municipality.
4. All fences must be a minimum of 3 feet from all property lines.
5. The specific design of the fence must be reviewed and approved by the Architectural Review Committee.
6. A copy of the Unit plan or sketch of the yard with the fence location clearly marked must be included with the request for approval.
7. No fences shall be permitted unless approved by the Architectural Review Committee. The procedure for approval of the design and location of the fence shall be in accordance with the guidelines established by the Architectural Review Committee from time to time.

8. All applications for a fence must be submitted for approval, in writing, and only after receiving approval, in writing, may the applicant install a fence.

T. Exterior Laundry Drying Facilities, subsection 1, shall be deleted in its entirety and shall be replaced with new subsection T (1) which shall read as follows:

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. Only the temporary type will be permitted and must be removed by dusk each evening.

W. Nuisances, subsection 3, shall be deleted in its entirety and

shall be replaced with new subsection W (3) which shall read as follows:

Tractor-trailers, school buses, and the like shall not be permitted to park on the Unit.

ARTICLE VI

*AMENDMENTS OR REVISIONS TO ARTICLE III OF ORIGINAL DECLARATION,
ARCHITECTURAL REVIEW COMMITTEE*

The following terms of the Original Declaration, Article III, Architectural Review Committee are modified and amended as follows:

Article III, Architectural Review Committee, subsection 8, shall be deleted in its entirety and shall be replaced with a new subsection (8) which shall read as follows:

The Architectural Review Committee shall make every effort to respond to all written requests for approval in a timely manner. All decisions of the Architectural Review Committee will be forwarded in writing to the Unit Owner stating their decision of approval or disapproval along with any further instructions, if needed.

ARTICLE VII

AMENDMENTS OR REVISIONS TO ARTICLE IV OF ORIGINAL DECLARATION, HOMEOWNERS ASSOCIATION

The following terms of the Original Declaration, Article IV, Homeowners Association are modified and amended as follows:

Section C. Purpose of Assessments, subsection 1.6, shall be deleted in its entirety and shall be replaced with new subsection C (1.6) which shall read as follows:

The cost of general liability, property damage and directors and officers insurance.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Applicability of the Act. Certain provisions of the Act are applicable to the Property and this First Supplemental Declaration. All capitalized terms used herein but undefined shall have the same meaning as set forth in the Act.

Section 2. Enforcement. Enforcement of the covenants, restrictions and provisions herein shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, as provided in Article V, Section A of the Original Declaration. Failure by the Association or any Unit 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 3. Severability. The provisions herein shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof, shall not affect the validity or enforceability of any other provision or portion thereof or of the Original Declaration unless such deletion shall destroy the uniform plan for the development and operation of the Property which the Original Declaration is intended to create.

Section 4. Provisions of Original Declaration. All terms, conditions, restrictions, covenants and provisions of the Original Declaration, except to the extent that the same are modified or supplemented hereby, are ratified and confirmed and are declared to be and shall be and remain in full force and effect and shall apply in all respects to this First Supplemental Declaration and to the Property and the Unit Owners within the Property, all as shall be applicable and appropriate as if the same were repeated in full herein; Provided, however, that the provisions

of the Original Declaration always shall be construed so as to give proper effect and meaning to the provisions of this First Supplemental Declaration.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Declarant has executed this First Supplemental Declaration as of the day and year first above written.

S & A CUSTOM BUILT HOMES, INC.
BY: Paul J. Papp
(Vice) President

ATTEST:

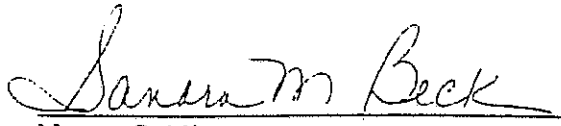
Kathy Correlli
(Assistant) Secretary

(SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CUMBERLAND :

On this 2 day of April, 2003, before me, the undersigned officer, personally appeared DAVID PEPPER, who acknowledged himself to be (Vice) President of S & A Custom Built Homes, Inc., the developer of the Forgedale Crossing Section No. 3 Plan as defined therein and that he as such (Vice) President does depose and say that the foregoing First Supplemental Declaration is a supplement to the Original Declaration that the First Supplemental Declaration has been, duly adopted by S & A Custom Built Homes, Inc., and desires that it be recorded as such.

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


Notary Public

My Commission Expires:

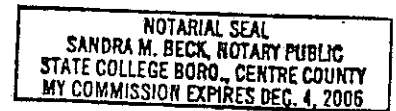


EXHIBIT "A"

ALL THAT CERTAIN tract of land situate in South Middleton Township, Cumberland County, Pennsylvania, bounded and described in accordance with a survey prepared by John K. Bixler, III, R.S., dated September 15, 2000 and recorded in the Office of the Recorder of Deeds for Cumberland County on July 12, 2002 in Plan Book 85, Page 92, revised October 6, 2000, as follows:

BEGINNING at a point located at the intersection of the eastern dedicated right-of-way line of Forgedale Drive and the section line between Phase Number 1 and Section Number 3 of the Forgedale Crossing development as depicted on the Final Subdivision Plan for Forgedale Crossing, Section Number 3, recorded in Plan Book 85, Page 92, in the Recorder of Deeds office of the Cumberland County Courthouse, Carlisle, Pennsylvania; thence along the eastern dedicated right-of-way line of Forgedale Drive and other land of Forgedale Associates hereinafter referred to as Lot Number 82, South 25 degrees 59 minutes 42 seconds West, a distance of 158.98 feet to a point; thence continuing along the same on a curve to the left having a radius of 15.00 feet, an arc length of 23.56 feet, a chord bearing of South 19 degrees 00 minutes 18 seconds East and a chord of 21.21 feet to a point; thence continuing along the same and crossing the temporary terminus of Coventry Drive, South 25 degrees 59 minutes 42 seconds West, a distance of 50.00 feet to a point; thence continuing along the eastern dedicated right-of-way line of Forgedale Drive and Lot Number 82 on a curve to the left having a radius of 15.00 feet, an arc length of 23.56 feet, a chord bearing of South 70 degrees 59 minutes 42 seconds West and a chord of 21.21 feet to a point; thence continuing along the same, South 25 degrees 59 minutes 42 seconds West, a distance of 140.64 feet to a point; thence continuing along the same on a curve to the right having a radius of 1225.00 feet, an arc length of 1.08 feet, a chord bearing of South 26 degrees 01 minutes 13 seconds West and a chord of 1.08 feet to a point; thence crossing the temporary terminus of Forgedale Drive and continuing along Lot Number 82, North 63 degrees 57 minutes 15 seconds West, a distance of 50.00 feet to a point located on western dedicated right-of-way line of Forgedale Drive; thence along common property line of Lot Number 81 and Lot Number 82, North 64 degrees 00 minutes 18 seconds West, a distance of 93.44 feet to a point; thence along the common property line between Lot Number 82 and Lot Numbers 80, 79, 78, 77, 76 75, South 86 degrees 42 minutes 52 seconds West, a distance of 711.90 feet to a point located on the eastern dedicated right-of-way line of Arlington Drive; thence along the eastern dedicated right-of-way line of Arlington Drive and Lot Number 82, South 00 degrees 32 minutes 34 seconds West, a distance of 22.01 feet to a point; thence crossing the temporary terminus of Arlington Drive, North 89 degrees 27 minutes 26 seconds West, a distance of 50.00 feet to a point located on western dedicated right-of-way line of Arlington Drive; thence along the common property line of Lot Number 66, (a detention pond) and Lot Number 82, North 89 degrees 27 minutes 26 seconds West, a distance of 150.00 feet to a point thence the common property line of land now or formerly of Ralph Otto and Lot Number 66, North 00 degrees 32 minutes 34 seconds East, a distance of 462.54 feet to a point located at the corner of the section line between Forgedale Crossing, Section Number 2, (said section consisting of two sub-sections titled Section Number 2A, and Section Number 2B which are respectively recorded in Plan Book

72, Page 115 and Plan Book 77, Page 141 in the Recorder of Deeds office of the Cumberland County Courthouse) and Forgedale Crossing, Section Number 3; thence along said section line and the common property line of Lot Number 49 of Section Number 2 and Lot Number 66 of Section Number 3, South 89 degrees 27 minutes 26 seconds East, a distance of 150.00 feet to a point located at the western dedicated right-of-way line of Arlington Drive; thence along said section line and the western dedicated right-of-way line of Arlington Drive, South 00 degrees 32 minutes 34 seconds West, a distance of 89.75 feet to a point; thence crossing Arlington Drive along said section line, South 89 degrees 27 minutes 26 seconds East, a distance of 50.00 feet to a point located on the eastern dedicated right-of-way line of Arlington Drive and said point being the common property corner of Lot Number 56 of Section Number 2 and Lot Number 74 of Section Number 3; thence continuing along said section line and along the common property line between Lot Numbers 56, 57, 58, 59, 60, 61, 62, 63, of Section Number 2 and Lot Numbers 74, 73, 72, 71, 70, 69, 68 of Section No. 3, North 86 degrees 42 minutes 52 seconds East, a distance of 788.87 feet to a point; thence continuing along said section line and along the common property line of Lot Numbers 64 of Section Number 2 and Lot Numbers 68 and 67 of Section Number 3, South 79 degrees 45 minutes 17 seconds East, a distance of 77.42 feet to a point; thence continuing along said section line and along the common property line of Lot Number 65 of Section Number 2 and Lot Number 67 of Section Number 3, South 64 degrees 00 minutes 18 seconds East, a distance of 97.54' feet to a point located on the western dedicated right-of-way line of Forgedale Drive; thence along said section line, western dedicated right-of-way line Forgedale Drive and Lot Number 65 of Section Number 2, North 25 degrees 59 minutes 42 seconds East, a distance of 5.26 feet to a point located at the corner of the section line between Forgedale Crossing, Section No. 2 and Forgedale Crossing, Phase Number 1, (said phase being recorded in Plan Book 64, Page 93 in the Recorder of Deeds office of the Cumberland County Courthouse); thence along said section line and crossing Forgedale Drive, South 64 degrees 00 minutes 18 seconds East, a distance of 55.00 feet to the point of BEGINNING.

CONTAINING 9.674 acres designated as Section 3 of Forgedale Crossing.

BEING the same premises which John E. Anderson and Pauline E. Anderson, his wife, and Robert A. Thomas and Deborah J. Thomas, his wife, by Deed dated July 10, 2002 and recorded July 15, 2002 in the Recorder of Deeds Office in and for Cumberland County, Pennsylvania in Deed Book 252, Page 3382, granted and conveyed unto S & A Custom Built Homes, Inc.