

*Resubmission
6/22/01*

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**AMENDED
DECLARATION OF PROTECTIVE COVENANTS FOR
LITTLE CREEK FARMS, A Planned Community**

**An Exclusive Residential Development Located
in West Manchester Township, York County, Pennsylvania**

**YORK COUNTY
ASSESSMENT OFFICE**



0012871

This Declaration is made this 26th day of July, 2001 by Little Creek Associates Limited Partnership (hereinafter referred to as "the Developer"), a Pennsylvania limited partnership with a principal address of 150 Farm Lane Drive, York, Pennsylvania 17402.

WHEREAS, Developer is the owner of a certain tract of land situate in West Manchester Township, York County, Pennsylvania, more fully described in a Deed dated August 11, 1999, and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania in Record Book 1374, Page 1426, and as more fully shown on a Final Subdivision Plan, Little Creek Farms, Phase I, dated December 27, 1999, as last revised on May 18, 2000, as prepared by Gordon L. Brown & Associates, Inc., which plan of lots was approved by the West Manchester Township Board of Supervisors, and which was subsequently recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in Plan Book RR, Page 104 and a Final Subdivision Plan, Little Creek Farms, Phase II, dated December 22, 2000, as last revised on January 5, 2001, as prepared by Gordon L. Brown & Associates, Inc., which plan of lots was approved by the West Manchester Township Board of Supervisors, and which was subsequently recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in Plan Book RR, Page 346; and

WHEREAS, it is the desire of the Developer to impose certain restrictions, conditions, covenants, reservations and easements upon said lots as shown on the above-mentioned plans (the "Covenants and Restrictions").

NOW, THEREFORE, the Developer hereby provides as follows:

1. DECLARATION

The restrictions, conditions, covenants, reservations and easements as set forth in this Declaration shall apply to the property more fully described in the Deed dated August 11, 1999 and recorded in the Office of the Recorder of Deeds for York County, Pennsylvania, in Record Book 1374, at Page 1426, and to the lots as shown on the above-mentioned subdivision plans recorded in the Office of

the Recorder of Deeds for York County, Pennsylvania in Plan Book RR, Page 104 and Plan Book RR, Page 346, along with the lots shown on any further subdivision plan associated with these lands. These Covenants and Restrictions shall not apply to the existing farm house (Lot #129) and the associated driveways.

2. LAND USE

The land in the development of Little Creek Farms (herein "Little Creek"), except as shown on the plan as being reserved for recreational and agricultural areas or stormwater detention areas or for open space common areas, shall be used for private residential purposes only and no building (except for a water company pumphouse) of any kind whatsoever shall be erected, altered, or maintained thereon except a private dwelling house for occupancy by not more than one family, together with an accessory private garage for the sole and exclusive use of the owner or occupant of the lot upon which said garage is erected. "Owners" are those persons or builders who have purchased lots in Little Creek from the Developer. The Developer may utilize the a portion of the common area for farming purposes, except for the lands immediately adjacent to the trail and walkways, until the control of the Homeowners Association shifts to the unit owners.

No part of the land subject to the Covenants and Restrictions shall at any time be used for semi-detached houses, duplex houses or other type of multiple housing units, it being the intention of the Developer that all of the land contained within the area subject to this Declaration shall be used solely for single family dwellings, and no other purposes, except such purposes as may be specifically reserved hereunder in the preceding and succeeding sections of this Declaration.

3. ADMINISTRATION

An Architectural Review Committee is hereby established (herein the "ARC") which shall have all the rights and powers and duties granted to it by the Developer herein and in the preceding and succeeding sections of this Declaration making all of the provisions of this Declaration mutually enforceable by all of the lot Owners. The Developer hereby grants to the ARC and its successors and assigns, the right to waive such portion or portions of this Declaration as the ARC, in its sole discretion, may deem advisable in the best interests of the Planned Community. The ARC shall have the right to employ the services of a Registered Architect, if required in its discretion, in making a determination as to suitability or desirability for aesthetic or other considerations of exterior finishes of buildings.

4. ARCHITECTURAL REQUIREMENTS AND SUBDIVISION BY DEVELOPER

A. Dwelling Size. All dwellings shall be 1500 square foot minimum for a one-story building and 1800 square foot minimum for a two-story building of conditional space excluding basements, garages and attics. Minimum dwelling size on all lots on Greenmeadow Drive shall be 1800 square feet minimum for a one-story building and 2000 square feet minimum for a two-story building.

B. Building Heights. No dwelling shall exceed 2-1/2 stories or 35 feet in height from street front grade and no accessory structure shall exceed 1 story or 15 feet in height.

C. Building Materials. Exterior walls shall be vinyl siding, brick, stone or synthetic stucco. Aluminum siding shall not be permitted. All units on Greenmeadow Drive will have a minimum of 100% stone, synthetic stucco, brick or a combination thereof, on the front elevation, and 25% stone, synthetic stucco, brick or a combination thereof on the front elevation of units on the other streets (Wheatfield Drive and Farm Cross Way). One story houses, on all lots, shall have a minimum of 100% stone, synthetic stucco, brick or a combination thereof on the front elevation.

D. Garages. All dwellings shall have a minimum of a two-car garage which shall be erected at the same time as the dwelling.

E. Other Accessory Structures. No structure shall be moved onto or erected upon any lot unless it shall conform to these restrictions and harmonize in exterior construction and appearance with that of the dwelling house. Pet shelters and/or exercise areas are specifically prohibited. Accessory structures shall be on a permanent foundation and shall be approved by the ARC.

F. Swimming Pools. Outdoor swimming pools may be in-ground pools only. No above ground pools are permitted. All swimming pools shall have prior written approval of the ARC. Security fencing will be installed around all swimming pools in accordance with West Manchester Township ordinances.

5. CONSTRUCTION OR ACCESSORY STRUCTURES

No accessory structures may be erected on any lot before the erection of a private dwelling house.

6. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be built on any lot at any time unless approved by the Architectural Review Board Committee. A free standing building must be a permanent structure with a foundation and exterior appearances that match the color and structure of the main residence.

7. DRIVEWAYS

All lots with completed dwellings shall have a hard surfaced driveway with driveway parking area for two (2) cars. All driveways shall be constructed of blacktop, macadam, concrete or such other durable hard surface material.

8. ARCHITECTURAL CONTROL

No building, garage, fence, wall, swimming pool, regarding or other structure or other improvement shall be commenced or erected nor shall any addition to, change, or alteration therein be made in structure, color, or contour on any lot or parcel, nor shall any work be commenced or performed (other than landscaping) which may result in a change in the exterior appearance of a structure or property, until the plans and specifications showing the nature, kind, shape, dimensions, appearance, material, floor plans, color scheme, location, exterior plans and details, driveway plans and location, sewerage and water plans, proposed topographical changes (which may alter the flow of surface drainage or alter the existing topography of the land), together with the cost of said improvements and a designation of the party or parties to perform the work in said improvements and alterations, have been submitted to and approved in writing by the Architectural Review Committee (ARC) or its assigns.

The ARC shall have the right to refuse to approve any such plans or specifications or grading and location plans which are not suitable or desirable in its opinion, for aesthetic or other considerations. Written requests for approval, unaccompanied by the foregoing described specifications or other specifications and information as may be required by the ARC from time to time shall be submitted to the ARC by registered or certified mail or in person in which case a written receipt shall be obtained.

After construction, structures shall be maintained in strict conformity with the plans and specifications so approved.

9. OTHER SET BACKS

No fences, walls, or hedges shall be erected or placed nearer to any street lot line than eight (8) feet or in areas where restricted by utility easements.

10. CLOTHES LINES

All clothes lines must be placed in the rear of the dwellings and be of a retractable nature. In no case may a permanent wash line or pole be installed.

11. TRAFFIC VIEW

No structure, planting, shrubbery, or any other obstruction shall be placed on any lot so as to block the clear view of traffic on any streets, and in no case on any corner lot shall any planting be done that will exceed three (3) feet in height, except shade trees which shall be trimmed so that a clear view may be maintained to a height of eight (8) feet, closer than twenty (20) feet from either street lot line within 150 feet of the street intersection.

12. FRONT LAWN

The area to the front of the structure to the street lot line shall be kept only as a lawn or for ornamental or decorative planting of shrubbery.

13. FENCES AND WALLS

Fences and walls shall not exceed four (4) feet in height and shall not impede surface drainage. This restriction shall not apply to enclosures of patios, pools, or open gardens and shall not apply to retaining walls required by topography. Sections of fencing for such purposes as patio and pools, privacy screen, work area screens, and the like, may be higher than four (4) feet provided they are located to the rear of the front face of the dwelling. Under no circumstances, however, may any fence exceed a height of six (6) feet or be of wire or chain link in nature. All fences and walls shall require the prior written approval of the ARC as provided in Section 9.

14. RUBBISH, TRASH, AND MOWING

All lots sold in this subdivision shall be lawns, free from rubbish and trash of any kind, clean and neatly mowed so that grass and weeds do not exceed eight (8) inches in height. In the event the purchasers of any lot or lots fail to cut

and remove the grass, weeds, rubbish, or trash from any vacant or unimproved lot as often as the ARC shall deem the same to be necessary, and the purchaser or purchasers of any lot so benefited shall pay reasonable charges for such services as from time to time is determined by the ARC and such charges shall be a charge upon the lot or lots thus benefited until paid.

15. POLLUTION

No lot or lots shall be so used as to cause any pollution to the streams, lakes or ponds in or near said subdivision.

16. EROSION

The lots shall not be so used or maintained as to cause any erosion of soil or sediment into the streams, lakes or ponds in or near said subdivision. During grading and construction of any improvements upon said lots, the Owner or Owners of the same shall make adequate arrangements, to see that there is no erosion of soil or sediment into the streams, lakes or ponds in or near said subdivision. In the event the Owner(s) of any lot or lots herein do not so maintain their lots, then the ARC shall have the right to enter upon said lot or lots to make the necessary improvements to cause said erosion to be stopped and prevented whenever the ARC shall deem the same to be necessary, and the Owner(s) of any lot so benefited shall pay reasonable charges for such services as determined by the ARC, and such charges shall be a charge upon the lot or lots thus benefited until paid.

17. NEAT APPEARANCE

Owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. Refuse or refuse containers shall not be stored or placed on any property where they will be visible from any street.

18. NOISE

Any activity which results in excessive or disturbing noise to neighbors or the neighborhood, including but not limited to outside construction, electric sawing, excavation, or well drilling, shall not be allowed at any time on New Year's Day, Easter, Memorial Day, the Fourth of July (excepting fireworks as allowed by law), Labor Day, Thanksgiving, Christmas, Sundays or any other national holiday, nor on Saturdays before 9 A.M. nor after 5 P.M., not on any other day before 7 A.M. nor after 5 P.M. In the event of new construction, the hours in effect Monday through Saturday shall be 7 A.M. to dusk excepting the

above-mentioned holidays nor at any other time which would be reasonable, without the prior written consent of the regular occupants of all lots within 225 feet of the lot or other area where said activity is to take place; and in the event that a designated community common property is within the above prescribed distance, prior written consent must also be obtained from the Owner of said area. The intention of this provision is to guarantee the quiet enjoyment of properties to their Owners or occupants during the above described times. However, nothing in this section shall be deemed to prevent Little Creek at any time from carrying out the construction of streets and drainage facilities or making any other improvements to the development for which it bears responsibility, nor to prevent at any time emergency maintenance and repairs or other repairs of any building, property, improvements, or other facilities in the development that may become necessary.

19. NUISANCES

No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood or to any adjoining property Owners.

20. ANIMALS

No poultry, hogs, cattle, sheep, or other livestock shall be raised, bred, or maintained on any lot, but nothing herein shall preclude the keeping of two (2) domesticated household pets upon any lot provided the same shall be properly restrained and kept so as to avoid becoming a nuisance to neighboring property Owners or the neighborhood. Unless the property is fenced, including invisible fence, domesticated pets shall be leashed when outside the dwelling. Owners shall be responsible to remove and properly dispose of animal excrement deposited by pets.

21. OUTDOOR STORAGE

No garbage, junk or junked cars or any motor vehicles other than private passenger vehicles or trucks in regular operation shall be permitted on the premises and no commercial vehicles shall be parked on any street or left parked on any lot longer than is necessary to perform the business function of such vehicle in the area; it being the express intention of this restriction to prevent the parking of commercial vehicles upon the lots in said subdivision for a time greater than that which is necessary to accomplish the aforesaid business purpose. No commercial vehicles, trailers, boats, buses, campers, tractors or trucks shall be maintained regularly on any lot in the development unless garaged, except late model, well kept non-commercial or commercially marked pick up trucks or SUVs

of a private nature and not used commercially. However, during construction of houses, the Owner or builders may maintain commercial vehicles and trailers on said lots for the purpose of construction and use as a field or sales office. Commercial vehicles, private passenger vehicles, trailers, boats, buses, campers, tractors or trucks shall not be parked upon any streets. No lot shall be used for the outside storage of automobile body junk cars, unregistered motor vehicles or the like, or any motorized recreational equipment such as boats, including trailers customarily used for transporting the same, or for any motor home or camping trailer.

22. LIGHTING AND WIRING

Exterior lighting on residential lots shall be directed downward and shall not be directed outward from the boundaries of any lot. All wiring on any lot shall be underground, nor may the illuminated area extend beyond said boundaries.

23. RECEPTION ANTENNAS AND SATELLITE DISHES

Antennas for television reception shall be prohibited. Satellite dishes for television reception up to 18" in diameter shall be permitted if such satellite dishes are not visible from the front of the dwelling.

24. EASEMENTS

The Developer hereby reserves to itself, its successors and assigns, an easement five (5) feet wide along the rear and side lines of all lots, except where expressly shown otherwise on said plats, for the purpose of sanitary and storm water sewers, drainage, electric power and telephone lines, and for other utilities both above and below the surface of the land, and it further reserves to itself, its successors and assigns, an easement of five (5) feet wide along the rear and side line of all lots, except where expressly shown otherwise on said plats, for the installation of such facilities. The Developer further reserves any other easements as shown on said plats.

25. EASEMENT MAINTENANCE

Within all easements as set forth in these Covenants and Restrictions, or as shown on said plats, no structure, or planting or other material shall be placed or permitted to remain, or nothing shall be done, which may damage or interfere

with the installation and maintenance of utilities or which may change the direction of flow or drainage channels, in the easements, or which may obstruct or retard each lot and all improvements in or on it shall be maintained continuously by the Owner of the lots except for those improvements for which a public authority or utility company is responsible.

26. RESERVATIONS

The designation of streets, avenues, roads, courts and places upon the plats of the above described land is for the purpose of description only and not dedication and the rights of the Developer in and to the same are specifically reserved and the Developer further hereby reserves unto itself and its successors and assigns, the right to grade, regrade and improve the streets, avenues, roads, court and places as the same may be located on said plats, including the creation of extension of slopes, banks or excavation in connection therewith and the construction of and drainage structure therein.

The Developer further reserves unto itself, its successors and assigns the right to grant easement, rights-of-way and licenses to any person, individual corporation body or municipality; to install and maintain pipe lines and underground or above ground lines, with appurtenances necessary thereto for public utilities, or quasi-public utilities or to grant such other licenses or permits as the Developer may deem necessary for the improvement of said development in, over, through, upon and access any and all of the roads, streets, avenues, and alleys, and in, over, through, upon and across each and every lot in the easement areas set forth in this Declaration or as shown on the plats aforesaid. The Developer further reserves unto itself, its successors, and assigns, the right to dedicate any and all of said road, street, avenue, alley, right-of-way, or easement to public use, and no road, street, avenue, alley, right-of-way or easement shall be laid out or constructed through or across any lot or lots in this subdivision, except as set forth in this Declaration or as laid down and shown on the recorded plats hereinbefore referred to, without the written consent of the said ARC herein being first had and obtained.

27. SEVERABILITY

Invalidation of any one or more of these Covenants and Restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

28. TERM

These Covenants and Restrictions shall run with the land and shall be binding for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years each unless and until an instrument signed by a majority of the then record Owners of leasehold equities of redemption or fee simple interests, as the case may be (excluding mortgagees, ground rent Owners, and all others), of the lots subject to this Declaration (casting one (1) vote for each lot so owned) into which tract shall have been subdivided, has been recorded, by which said covenants, in whole or in part, are amended or revoked.

29. ENFORCEMENT

Enforcement of these Covenants and Restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both. In acquiring title to any lot in this development, the purchaser or purchasers agree to reimburse the ARC, or its assigns, for all costs and expenses to which it or they may be put as a result of said failure, including, but not limited to, court costs and attorneys' fees. In addition, upon a breach of any Covenants and Restrictions herein contained, the ARC shall have the right upon no less than ten (10) days' prior written notice sent to the Owner or posted on the premises to enter the property upon which such violation exists and summarily to abate or to remove such violation. Such entrance, abatement, or removal shall be at the sole cost and expense of the Owner of the lot, and the ARC shall in no event thereby be rendered responsible or liable for any damages or injuries to persons or to property thereby resulting.

These Covenants and Restrictions shall inure to the benefit of and be enforced by the Owner(s) of any land included in said subdivision and their respective legal representatives, heirs, successors, and assigns, and all persons claiming by, through or under them.

30. SELECTION OF THE ARCHITECTURAL REVIEW COMMITTEE

The Architectural Review Committee shall consist of representatives of Developer and the Owners, a majority of which shall constitute a quorum for the conducting of business.

Initially the Committee shall consist of representatives selected by Developer. The apportionment of Committee members shall be made annually based on the number of lots sold as of January 1 of the given year:

<u>Number of Lots Sold</u>	<u>Members Chosen By Developer</u>	<u>Members Chosen Current Owners</u>
0-60	3	0
61-100	3	2
101 & up	0	5

The individuals chosen for the Committee shall serve for a term of one (1) year, (January 1 through December 31) subject to reappointment or reelection.

Committee members chosen by the Owners shall be chosen by secret ballot on or before January 1 of each year. The Chairman of the Architectural Review Committee shall serve as judge of elections and mediate any election disputes. An individual will be eligible to cast one (1) ballot for each lot within the development which he or she owns.

All candidates for election to the Committee by the lot Owners must be a lot Owner within the development. In order to have his or her name placed on the ballot an individual must provide the Chairman of the ARC a letter requesting such action by September 1 of the election year.

The Architectural Review Committee shall meet upon the call of the Chairman, or quarterly, unless the Chairman declares that there is no business for the Committee to act upon. The Chairman shall have the sole discretion to call special meetings and cancel or postpone regular meetings of the Committee.

A matter which an individual wishes the Committee to act upon at its quarterly or called meeting must be delivered in writing to the following address, or to such other address as may be designated from time to time by the Developer or its successors, no later than the first business day of the month when action is to be taken:

Architectural Review Committee
Little Creek Farms, a Planned Community
Attn: Polly Beckner, Chairman
1643 Rodney Road
York, PA 17404

Any requests received after the first business day of the month of the quarterly or called meeting shall at the Committee's option be held over for action at the subsequent quarterly or called meeting.

31. ASSIGNMENT BY ARC

Any and all of the rights and powers (including discretionary powers and rights, and powers of consent and approval) herein reserved by or conferred upon the ARC may be assigned or transferred by the ARC, in its sole discretion, to any one or more corporations or associations or committee of individuals agreeing to accept same, and any such assignment or transfer of all rights and powers may be made by the ARC as to all of said land hereby conveyed as to any part or parts thereof and may be to different parties for different parties of said land hereby conveyed. Any such assignment or transfer shall be evidenced by an appropriate instrument duly executed by the ARC and recorded among the records of the Recorder of Deeds in and for York County, Pennsylvania proper public Land Records; and upon such recordation thereof, the grantee or grantees, transferee(s) of such rights and powers so assigned or transferred by such instrument, in lieu of the ARC, upon and subject, however, to such limitations, conditions, reservations and provisions as may be imposed by or set forth in such instrument of assignment or transfer. Such instrument assigning or transferring such rights and powers as aforesaid may, among other things, provide for future or further assignment or transfer of such rights and powers, as aforesaid, to others by the grantee or transferee name therein.

32. OPEN AREA

The Owners shall be required to repair, insure, and maintain the open area as more specifically described on the Land Development Plan, which is of record in the Office of the Recorder of Deeds in and for York County, Pennsylvania, and the offices of West Manchester Township, in accordance with the Declaration filed by Little Creek Associates Limited Partnership and recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania in Land Record Book 1408, Page 6439, as amended and about to be recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania. Each Owner shall be billed his or her pro-rata share of repairing, insuring, and maintaining the open area hereinbefore described on the basis of such Owner's share, with each such Owner paying his or her share based upon the ratio of the number of lots owned by such Owner to the total number of lots in Little Creek Farms, a Planned Community. Each Owner hereby authorizes the ARC to manage and pay for the cost of maintaining, insuring, and repairing the open area. The cost incurred by the ARC shall be billed to the Owners on a calendar yearly basis including any reserve fund deemed necessary by the ARC. The Owners agree to pay all such billings of the ARC within thirty (30) days of the date of receipt of such billing.

33. TYPES OF CONSTRUCTION

No mobile home shall be placed, used or occupied on any lot within the Planned Community. No factory constructed homes shall be permitted in the Planned Community without specific written approval of Developer. Any and all large off-site constructed components must and will comply with the BOCA Code and be approved by the Developer, its successors or assigns.

34. SIGNS

No advertising or display sign shall be erected, placed or maintained upon any lot, with the exception of "For Sale" signs or signs used by a builder to advertise the company during construction. All such signs shall comply with applicable zoning regulations.

35. INVALIDITY

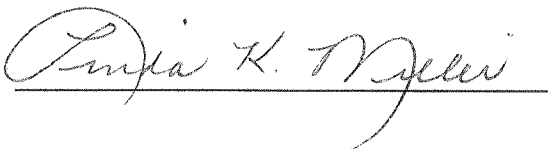
The invalidation of any one or more of these Covenants and Restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

36. LIMITATION OF APPLICABILITY

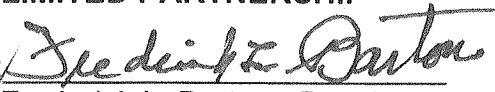
Nothing herein contained shall be construed or implied to bind or apply to any other lands of the Developer, except for additional real estate described in the Declaration.

WITNESS the hands and seals of the parties hereto on the day and year first written above.

WITNESS:



**LITTLE CREEK ASSOCIATES
LIMITED PARTNERSHIP**

BY: 
✓ Frederick L. Barton, Developer
General Partner

COMMONWEALTH OF PENNSYLVANIA:

: SS.

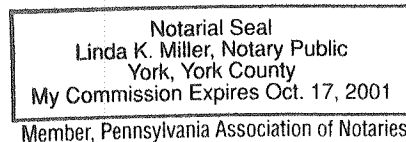
COUNTY OF YORK

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On this, the 5th day of August, 2001, before me, a Notary Public in and for said County and Commonwealth, personally appeared **Frederick L. Barton**, who acknowledged himself to be the General Partner of **LITTLE CREEK ASSOCIATES LIMITED PARTNERSHIP** and that he, as such officer, being authorized to do so, executed the within instrument for the purposes therein contained.

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


Notary Public



Following recording please hold for:

Peter R. Andrews, Esquire
CGA Law Firm
Countess Gilbert Andrews, PC
29 North Duke Street
York, PA 17401

**JOINDER OF LOT OWNERS OF
LITTLE CREEK FARMS, A PLANNED COMMUNITY**

WHEREAS, by certain Declaration of Protective Covenants for Little Creek Farms, a Planned Community dated August 25, 2000, (the "Covenants") Little Creek Associates Limited Partnership, hereafter referred to as "Declarant", submitted certain properties located in West Manchester Township, York County, Pennsylvania, for the purpose of a planned community to be known as Little Creek Farms; and

WHEREAS, the Covenants were recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania on August 25, 2000, in Land Record Book 1408, Page 6425, and this Amended Declaration of Protective Covenants is about to be recorded in the Office of the Recorder of Deeds in and for York County, Pennsylvania; and

WHEREAS, the Declarant wishes to amend the Covenants and has requested that those individuals and entities who have purchased lots in the Planned Community join in this Agreement for the purpose of binding themselves, their heirs, successors and assigns to the terms and conditions of the Amended Covenants; and

WHEREAS, the following parties agree to join in this Agreement for the purposes of binding themselves, their heirs, successors and assigns to the terms and conditions of the Amended Covenants.

NOW, THEREFORE, the following undersigned entities join in the Amended Covenants for the purpose of binding themselves, their heirs, successors and assigns to the terms and conditions of this Amended Covenants.

IN WITNESS WHEREOF, the authorized signatories of the undersigned entities have caused this Joinder to be executed this 26th day of July, 2001.

Attest: *Witness*
CORP.

Pinda K. Meyer

Witness:

Pinda K. Meyer

CHERRY HILL BUILDING

By: *Brian Pendercast*

(Vice) President

BRIAN PENDERCAST

BOLL PROPERTIES

By: *Albert A. Boll, Jr.*

General Partner

Albert A. Boll, Jr.

Attest:Mary E. Poole**Witness:**Mary E. Poole**Witness:**Linzi K. Meyer**Witness:**Linzi K. Meyer**Witness:**Karen Hill**Witness:**Linzi K. Meyer**RICHARD D. POOLE, INC.****By:**Richard D. Poole

Richard D. Poole, CEO

**POOLE DEVELOPMENT
COMPANY, LLC****By:**Richard D. Poole

Richard D. Poole, Manager

Frederick L. Barton
Frederick L. BartonMartine T. Barton
Martine T. BartonJohn H. DuVal
John H. DuValBeverly H. DuVal
Beverly H. DuValChristopher A. Keller
Christopher A. KellerKris E. Keller
Kris E. KellerFrank J. Iati
Frank J. Iati

Witness:

[Signature]

Witness:

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Witness:

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Witness:

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Witness:

[Signature]

[Signature]
Vincent J. Battistelli

[Signature]
Rose C. Battistelli

[Signature]
Jerry Grabosch

[Signature]
Charlene N. Grabosch

[Signature]
James A. Root

[Signature]
Susan L. Zeigler

[Signature]
Douglas A. Baker

[Signature]
Amy L. Baker

[Signature]
Thomas J. Garrett

[Signature]
Patricia A. Garrett

COMMONWEALTH OF PENNSYLVANIA:

: SS.

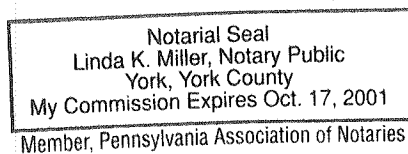
COUNTY OF YORK

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On this, 5th day of August, 2001, before me, the undersigned officer, a Notary Public, personally appeared BRIAN PENDERCAST, who acknowledged himself to be the (Vice) President of **Cherry Hill Building Corp.**, a Pennsylvania corporation, and he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Linda K. Miller
Notary Public



COMMONWEALTH OF PENNSYLVANIA:

: SS.

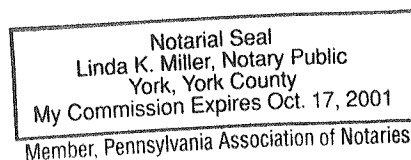
COUNTY OF YORK

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On this, 5th day of August, 2001, before me, the undersigned officer, a Notary Public, personally appeared ALBERT A. BOLL, SR., who acknowledged himself to be a General Partner of **Boll Properties**, a Pennsylvania general partnership, and he, as such General Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Linda K. Miller
Notary Public



COMMONWEALTH OF PENNSYLVANIA:

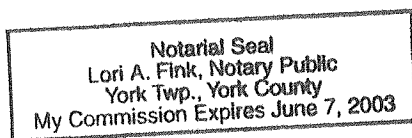
: SS.

COUNTY OF YORK

:

On this, 26th day of July, 2001, before me, the undersigned officer, a Notary Public, personally appeared Richard D. Poole who acknowledged himself to be the CEO of **Richard D. Poole, Inc.**, a Pennsylvania corporation, and he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Lori A. Fink
Notary Public

COMMONWEALTH OF PENNSYLVANIA:

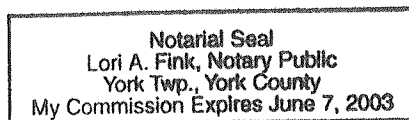
: SS.

COUNTY OF YORK

:

On this, 26th day of July, 2001, before me, the undersigned officer, a Notary Public, personally appeared Richard D. Poole, who acknowledged himself to be the Manager of **Poole Development Company, LLC**, a Pennsylvania limited liability company, and he, as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Lori A. Fink
Notary Public

COMMONWEALTH OF PENNSYLVANIA:

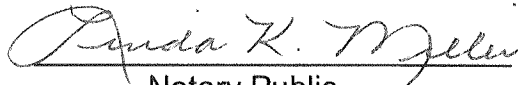
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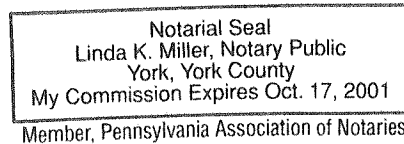
COUNTY OF YORK

:

On this, the 5th day of August, 2001, before me, a notary public, the undersigned officer, personally appeared **Frederick L. Barton and Martine T. Barton, his wife**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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


Notary Public



COMMONWEALTH OF PENNSYLVANIA:

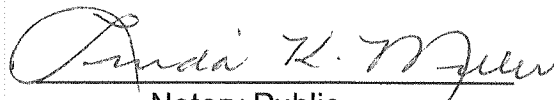
: SS.

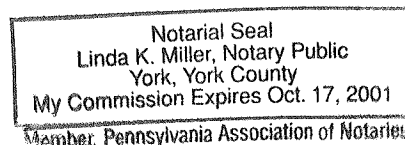
COUNTY OF YORK

:

On this, the 5th day of August, 2001, before me, a notary public, the undersigned officer, personally appeared **John H. DuVal and Beverly H. DuVal, his wife**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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


Notary Public



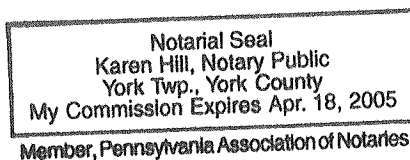
COMMONWEALTH OF PENNSYLVANIA:

: ss.

COUNTY OF YORK

On this, the 30th day of August, 2001, before me, a notary public, the undersigned officer, personally appeared **Christopher A. Keller and Kris E. Keller, his wife**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



Karen Hill
Notary Public

COMMONWEALTH OF PENNSYLVANIA:

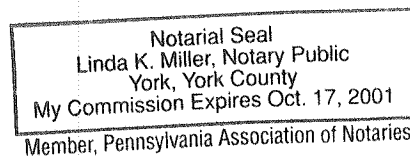
: ss.

COUNTY OF YORK

On this, the 5th day of August, 2001, before me, a notary public, the undersigned officer, personally appeared **Frank J. Iati, married man**, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Linda K. Miller
Notary Public



COMMONWEALTH OF PENNSYLVANIA:

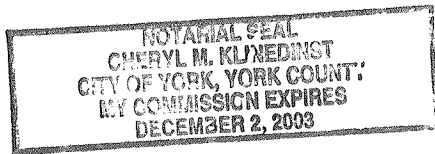
: ss.

COUNTY OF YORK

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On this, the 20 day of September, 2001, before me, a notary public, the undersigned officer, personally appeared **Vincent J. Battistelli and Rose C. Battistelli, his wife**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



Cheryl M. Kluedunst
Notary Public

COMMONWEALTH OF PENNSYLVANIA:

: ss.

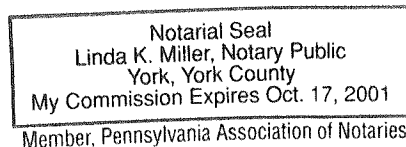
COUNTY OF YORK

:

On this, the 8th day of August, 2001, before me, a notary public, the undersigned officer, personally appeared **Jerry Grabosch and Charlene N. Grabosch, his wife**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Linda K. Miller
Notary Public



COMMONWEALTH OF PENNSYLVANIA:

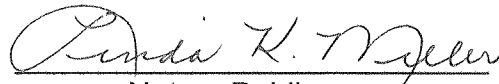
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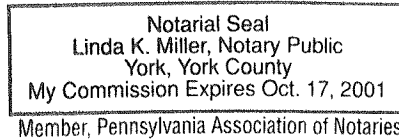
COUNTY OF YORK

:

On this, the 8th day of August, 2001, before me, a notary public, the undersigned officer, personally appeared **JAMES A. ROOT, single man and SUSAN L. ZEIGLER, single woman**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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


Notary Public



COMMONWEALTH OF PENNSYLVANIA:

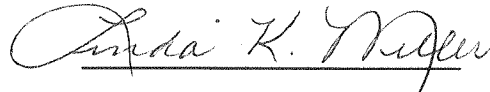
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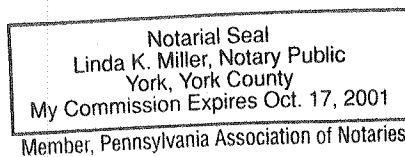
COUNTY OF YORK

:

On this, the 5th day of August, 2001, before me, a notary public, the undersigned officer, personally appeared **DOUGLAS A. BAKER and AMY L. BAKER, his wife**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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


Notary Public



COMMONWEALTH OF PENNSYLVANIA:

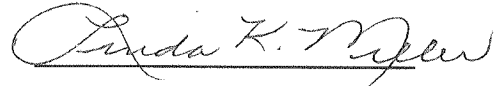
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COUNTY OF YORK

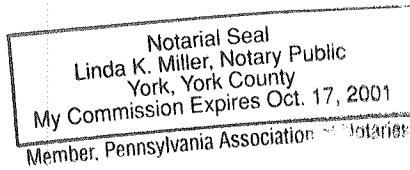
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On this, the 23RD day of August, 2001, before me, a notary public, the undersigned officer, personally appeared **Thomas J. Garrett and Patricia A. Garrett, his wife**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



Notary Public



ALL the following described parcels of land:

PARCEL NO. 1:

ALL the following described four tracts of land situate in West Manchester Township, York County, Pennsylvania, bounded, limited and described as follows, to wit:

TRACT NO. 1: BEGINNING at a stone; thence by Tract No. 2 south fifty-one degrees east twenty-seven and eight-tenths perches to a stone in the Bull Road; thence by the same and lands now or formerly of George Ammon south twenty-five and three-fourths degrees east twenty-four and six-tenths perches to a stone; thence by other part of the tract of which this was a part south fifty-two degrees west thirty-two perches to a stone; thence north thirty-nine degrees west forty-eight perches to a stone; thence north fifty-nine and one-half degrees east seven and eight-tenths perches to a stone; thence north thirty-four and three-fourth degrees east eight and two-tenths perches to a walnut; thence north forty-six and one-fourth degrees east fifteen and eight-tenths perches to the place of BEGINNING. CONTAINING ten acres and twenty-four perches neat measure.

TRACT NO. 2: BEGINNING at a stone in the Bull Road; thence by Tract No. 1 north fifty-seven and one-fourth degrees west twenty-eight and thirty-six hundredths perches to a post; thence by lands now or formerly of Peter Rebman north forty-two degrees east one and thirty-six hundredths perches to a stone; thence by lands now or formerly of Jacob Rebman south fifty-four and five-eighth degrees east twenty-eight and twelve-hundredths perches to the place of BEGINNING. CONTAINING nineteen perches neat measure.

TRACT NO. 3: BEGINNING at a stone; thence by lands now or formerly of William Reisinger north fifty-four and seven-eighth degrees east seven and eight-tenth perches to a stone; thence by the same north thirty-one and one-fourth degrees east eight and eight-hundredths perches to a stone; thence by the same north forty-one degrees east fifteen and eight-tenths perches to a stone; thence by lands now or formerly of Peter Rebman north forty-eight and three-fourth degrees west five and thirty-four hundredths perches to a stone; thence by the same south sixty-three and one-fourth degrees west eleven perches to a stone; thence by Little Conewago Creek on the south bank of said creek by lands now or formerly of Peter Rebman south five degrees east ten and five-tenths perches to a point; thence by the same south twenty-six and three-fourths degrees west five and twenty-six hundredths perches to a point; thence by the same south forty-nine and one-half degrees west four and sixty-eight hundredths perches to a point; thence by the same south sixty-nine and seven-eighth degrees west four and fifty-two hundredths perches to a stone; thence by land now or formerly of Rolandus Lau south forty-three degrees east two and ninety-four hundredths perches to a stone and the place of BEGINNING. CONTAINING one hundred forty-four and six-tenths perches neat measure.

TRACT NO. 4: BEGINNING at a peg at lands now or formerly of Peter Rebman; thence extending along lands now or formerly of Peter Rebman north thirty-nine and three-fourths degrees east twenty-eight feet to a stone in the Bull Road; thence along said Bull Road south fifty and one-eighth degrees east three hundred eighty-one and five-tenths feet to a peg; thence along lands now or formerly of William Reisinger north fifty-four and five-eighth degrees west three hundred eighty-three and seventy-five hundredths feet to a peg and place of BEGINNING. CONTAINING nineteen perches neat measure.

IT BEING the same premises which Mary Allen B. Reid, widow, by her deed dated June 7, 1996 and recorded in the Recorder's Office in and for York County, Pennsylvania, in Book 1264, Page 862, granted and conveyed unto Frederick L. Barton and Martine T. Barton, husband and wife, MORTGAGORS HEREIN.

PARCEL NO. 2:

ALL that certain tract of land, with the improvements thereon erected, situate, lying and being in West Manchester Township, York County, Pennsylvania, bounded and limited as follows, to wit:

BEGINNING at a stone at lands now or formerly of John Grim and the Little Conewago Creek; thence along the Little Conewago Creek, South eighty-four and one-fourth ($84-1/4$) degrees West, twelve and seven-tenths (12.7) perches; thence along same, South ~~seventy-four and one-fourth ($74-1/4$) degrees West,~~ four and sixty-six one-hundredths (4.66) perches to a point; thence along same, South sixty-six and three-fourths ($66-3/4$) degrees West, twelve and thirty-two one-hundredths (12.32) perches to a point; thence along same, South forty-nine and three-fourths ($49-3/4$) degrees West, twenty (20) perches to a point; thence along same, South eighteen and one-fourth ($18-1/4$) degrees West, four and fourteen one-hundredths (4.14) perches to a point; thence along same, South five and three-fourths ($5-3/4$) degrees East eleven and eighty-eight one-hundredths (11.88) perches to a point; thence along same, South twelve (12) degrees West, eight and eighty-four one-hundredths (8.84) perches to a point; thence along same, South twenty-six and one-half ($26-1/2$) degrees West, eight and fifty-six one-hundredths (8.56) perches to a point; thence along same, South fifty-three and three-eighths ($53-3/8$) degrees West, nine and forty-six one-hundredths (9.46) perches to a point; thence along same, South forty-one and one-fourth ($41-1/4$) degrees West, nine and seven-tenths (9.7) perches to a point; thence along same, South one-half ($1/2$) degrees East, six and eighty-six one-hundredths (6.86) perches to a point; thence along same, South twenty-three (23) degrees West, eleven and four-tenths (11.4) perches to a point; thence along same, South thirty-nine and three-fourths ($39-3/4$) degrees West, nine and six-tenths (9.6) perches to a point; thence along same, South sixteen and three-eighths ($16-3/8$) degrees West, twenty-one and eight one-hundredths (21.08) perches to a point; thence along

same, South thirty and seven-eighths ($30-7/8$) degrees West, twenty-six and seventy-eight one-hundredths (26.78) perches to a point; thence along the same, South forty-three and three-eighths ($43-3/8$) degrees West, seven (07) perches to a point; thence along same, South twenty and one-eighth ($20-1/8$) degrees West, four and ninety-six one-hundredths (4.96) perches to a point; thence along same, South eighteen and one-half ($18-1/2$) degrees East, three and fifty-two one-hundredths (3.52) perches to a stone at corner of lands now or formerly of John Zimmerman; thence along lands now or formerly of John Zimmerman, South eighty-four and one-fourth ($84-1/4$) degrees East, fifty-one and seventy-six one-hundredths (51.76) perches to a stone; thence along lands now or formerly of Willis Adams, North forty-three (43) degrees East, thirty (30) perches to a stone; thence along same, South seventy and one-fourth ($70-1/4$) degrees East, thirteen and sixteen one-hundredths (13.16) perches to a stone; thence along same, North forty-one and one-fourth ($41-1/4$) degrees East, one hundred two and forty-four one-hundredths (102.44) perches to an iron pin at lands now or formerly of Katie N. Wintermyer and William H. Wintermyer, her husband (of which this was a part) ; extending thence along said last mentioned lands, North forty-three (43) degrees thirty (30) minutes West, two hundred sixteen (216) feet to a stone; thence along same, North forty-three (43) degrees West, thirteen (13) perches to a stone; thence North forty-seven and five-eighths ($47-5/8$) degrees East, thirty-two and two-tenths (32.2) perches to a stone in Bull Road; thence North twenty-nine and three-eighths ($29-3/8$) degrees West, eighty-four one-hundredths (0.84) perches to a stone; ~~thence South forty-seven and five-eighths ($47-5/8$) degrees West, thirty-two and four-tenths (32.4) perches along lands now or formerly of John Grim to a stone; thence along the same, North~~ forty-three (43) degrees West, fifty and seventy-four one-hundredths (50.74) perches to the place of BEGINNING. CONTAINING 74 acres and 78 perches of land, neat measure.

IT BEING the same premises which Homer Forbes and Dixie L. Forbes, husband and wife, by deed dated April 21, 1992 and recorded in the Recorder's office in and for York County, Pennsylvania, in Book 366, Page 1118, granted and conveyed unto Frederick L. Barton and Martine T. Barton, husband and wife, MORTGAGORS HEREIN.

LESS, HOWEVER, an adverse conveyance from Frederick L. Barton and Martine T. Barton, his wife, by deed dated May 26, 1994 and recorded in the Recorder's Office in and for York County, Pennsylvania, in Book 903, Page 256, granted and conveyed unto Jan R. Dell and Felicia S. Dell, his wife. Containing 2.052 acres and being Lot No. 2 on a Final Subdivision Plan of "Forbes Tract" f or Frederick L. and Martine T. Barton, by Land Survey Consultants, Inc., dated November 18, 1993, as last revised December 16, 1993, bearing Job No. 551-2A, and as recorded in York County Recorder of Deeds Plan Book MM, Page 708.

PARCEL NO. 3

ALL the following described tract of land, with the improvements thereon erected, situated, lying and begin in West Manchester Township, York County, Pennsylvania, bounded, limited and described as follows; to wit

BEGINNING at a point in Bull Road (LR 66102) at land now or formerly of David E. Barshinger; thence along said land, through an iron pipe set back twenty-two and sixty-three one-hundredths (22.63) feet from the beginning point, South forty-six (46) degrees four (04) minutes fifty (50) seconds West, Four hundred eighty-four and thirty-seven one-hundredths (484.37) feet to an iron pin at other land now or formerly of Willis R. Stambaugh and Dorothy J. Stambaugh, his wife; thence along said other land now or formerly of Willis R. Stambaugh and Dorothy J. Stambaugh, his wife, North forty-three (43) degrees zero (0) minutes zero (0) seconds West, Two hundred eleven and zero one-hundredths (211.00) feet to an iron pin at other lands now or formerly of Willis R. Stambaugh and Dorothy J. Stambaugh, his wife; thence along said other lands now or formerly of Willis R. Stambaugh and Dorothy J. Stambaugh, his wife, North forty-six (46) degrees forty-four (44) minutes thirty (30) seconds East, Five hundred thirty and thirty-nine one-hundredths (530.39) feet, through an iron pin set back eighteen and sixty-seven one-hundredths (18.67) feet to a point in the center of Bull Road; thence along and through the center line of Bull Road, South thirty (30) degrees twenty-seven (27) minutes zero (00) seconds East, Two hundred ten and sixty-five one-hundredths (210.65) feet to the point and place of BEGINNING. Containing 2.424 acres.

IT BEING the same premises which Keith E. Barshinger and Christine K. Stump, now Christine K. Barshinger, husband and wife, by their Deed dated the 11th day of November, 1998, and recorded in the Office of the Recorder of Deeds, in and for York County, Pennsylvania, in Land Record Book 1343, page 6627, granted and conveyed unto Frederick L. Barton and Martine T. Barton, his wife, Grantor herein.

Exhibit "A"

**Little Creek Farms
Uniform Parcel Identifier Numbers**

51-000-46-0001	51-000-46-0002	51-000-46-0003	51-000-46-0004
51-000-46-0005	51-000-46-0006	51-000-46-0007	51-000-46-0008
51-000-46-0009	51-000-46-0010	51-000-46-0011	51-000-46-0012
51-000-46-0013	51-000-46-0014	51-000-46-0015	51-000-46-0016
51-000-46-0017	51-000-46-0018	51-000-46-0019	51-000-46-0020
51-000-46-0021	51-000-46-0022	51-000-46-0023	51-000-46-0025
51-000-46-0026	51-000-46-0027	51-000-46-0028	51-000-46-0029
51-000-46-0031	51-000-46-0032	51-000-46-0033	51-000-46-0034
51-000-46-0035	51-000-46-0037	51-000-46-0038	51-000-46-0039
51-000-46-0040	51-000-46-0041	51-000-46-0042	51-000-46-0043
51-000-46-0044	51-000-46-0045	51-000-46-0046	51-000-46-0047
51-000-46-0048	51-000-46-0049	51-000-46-0050	51-000-46-0051
51-000-46-0052	51-000-46-0053	51-000-46-0054	51-000-46-0055
51-000-46-0056	51-000-46-0057	51-000-46-0058	51-000-46-0059
51-000-46-0060	51-000-46-0061	51-000-46-0062	51-000-46-0063
51-000-46-0064	51-000-46-0065	51-000-46-0066	51-000-46-0067
51-000-46-0068	51-000-46-0069	51-000-46-0070	51-000-46-0071
51-000-46-0072	51-000-46-0073	51-000-46-0074	51-000-46-0075
51-000-46-0076	51-000-46-0077	51-000-46-0078	51-000-46-0079
51-000-46-0080	51-000-46-0081	51-000-46-0082	51-000-46-0083
51-000-46-0084	51-000-46-0085	51-000-46-0086	51-000-46-0087

51-000-46-0088	51-000-46-0089	51-000-46-0090	51-000-46-0091
51-000-46-0092	51-000-46-0093	51-000-46-0094	51-000-46-0095
51-000-46-0096	51-000-46-0098	51-000-46-0099	51-000-46-0100
51-000-46-0101	51-000-46-0102	51-000-46-0103	51-000-46-0104
51-000-46-0105	51-000-46-0106	51-000-46-0107	51-000-46-0108
51-000-46-0109	51-000-46-0110	51-000-46-0111	51-000-46-0112
51-000-46-0113	51-000-46-0114	51-000-46-0115	51-000-46-0116
51-000-46-0117	51-000-46-0118	51-000-46-0119	51-000-46-0120
51-000-46-0121	51-000-46-0122	51-000-46-0123	51-000-46-0124
51-000-46-0125	51-000-46-0126	51-000-46-0127	51-000-46-0128
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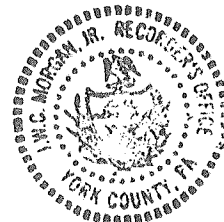
RECORDER OF DEEDS
YORK COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
2001061722
RECORDED ON
Oct 01, 2001
12:47:10 PM

CORDING FEES \$74.50
X NUMBER FEES \$258.00
ATE WRIT TAX \$0.50
UNTY ARCHIVES FEE \$1.00
D ARCHIVES FEE \$1.00
TAL \$335.00

7/ 283822 USER: JDB
CUSTOMER
INTESS

I Certify This Document To be
Recorded In York County, Pa.



[Signature]
Recorder of Deeds