

Prepared by and
Return to:

GIBBEL, KRAYBILL & HESS LLP
41 East Orange Street
Lancaster, PA 17602
(717) 291-1700

Tax Parcel No. 280-29998-0-0000
280-96397-0-0000
280-00855-0-0000

**FIRST AMENDMENT TO DECLARATION
CAMERON'S KNOLL
A PLANNED COMMUNITY**

THIS FIRST AMENDMENT is made and executed this _____ day of _____, 2008, by **MISTY RIVER, LLC**, a Pennsylvania limited liability company with principal offices at 1302 Lancaster Pike, Quarryville, PA 17566, together with its successors and assigns (whether by voluntary or involuntary transfer) (all of whom are hereinafter referred to as the "Special Declarant").

WITNESSETH:

WHEREAS, Cameron's Knoll LLC was the record owner of the real property referred to in Exhibit "A" attached hereto and made a part hereof, (hereinafter referred to as "Cameron's Knoll"); and

WHEREAS, on January 1, 2007 Cameron's Knoll LLC subjected Cameron's Knoll to certain covenants, restrictions and easements by recording a Declaration in the office of the Recorder of Deeds of Lancaster County at Document ID No 5590978 and as subsequently amended from time to time (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to an Land Development Plan Transfer Agreement that was recorded immediately prior hereto, Special Declarant has acquired the right to amend the Declaration; and

WHEREAS, Cameron’s Knoll LLC is the owner of 4 lots, and which lots have been identified as Lots 5, 7, 16 and 17 on the Subdivision Plan, within Cameron’s Knoll pursuant to a deed recorded in the records of the Recorder of Deeds of Lancaster County at Document ID No. _____. Cameron’s Knoll LLC joins in and consents to this First Amendment to subject Lots 5, 7, 16 and 17 to all terms of the Declaration, as amended, including the additional covenants, restrictions and easements set forth in this First Amendment; and

WHEREAS, this First Amendment does not affect the rights of the Township and therefore the consent of the Township is not required in order to amend the Declaration; and

WHEREAS, there are no First Priority Mortgagees whose rights are affected by this First Amendment and therefore the consent of the First Priority Mortgagees is not required in order to amend this Declaration;

WHEREAS, pursuant to Sections 5119 and 5102(d) of the Act, the Declaration may be amended with the approval of all lot owners representing at least 67% of the votes of the Association;

WHEREAS, the officer of the Association executing this document below hereby certifies that the required approval has been obtained with respect to this First Amendment to the Declaration; and

WHEREAS, pursuant to the terms of the Act and the Declaration, the Declaration is hereby amended as follows.

1. Article I (Submission; Defined Terms) is hereby amended by adding the following subparagraph W.

W. “Wet Ponds” shall mean the detention basins that are part of the Storm Water Management Facilities and that are intended to have a permanent pool of water.

2. Article III (Common Elements) Section 3.1 is hereby restated in its entirety as it appears below.

Section 3.1 Common Elements:

A. The Declarant reserves the right to designate, and hereby does designate, certain portions of the Community to be Common Elements as shown in the Subdivision Plan. Such Common Elements include:

1. Storm Water Management Facilities, including the retention ponds, within the Community;
2. Storm Water Management Facilities serving the Community and constructed or installed (or to be constructed or installed) on property bordering the Community as shown in the Subdivision Plan and which, consequently constitute Controlled Facilities;
3. street lighting, pedestrian paths, sidewalks and unpaved areas adjacent streets within or bordering the Community (but only if and to the extent the Township or other governmental body is not obligated to provide any such maintenance);
4. sidewalks and unpaved areas between Units and streets within the Community (subject to the Unit Owners' obligations of maintenance of those sidewalks between their Units and any streets, together with all unpaved areas between their Units and any streets which shall be considered Limited Common Elements appurtenant to such Unit);
5. Storm Water Management Facilities and areas upon the three lots containing the wet ponds. This maintenance shall include: maintaining the surface of Wet Ponds, mowing, trimming and shrubbery located inside the fence around each Wet Pond, routine cleaning of inlets and outlets, and any other drainage facilities associated with the Wet Ponds; and the maintenance of the fences themselves (subject to the Unit Owner's obligations to maintain the surface of all other Stormwater and drainage easement areas by providing mowing and shrubbery trimming as needed).
6. signs identifying the Community;
7. all streets and roads within the Community, but only if not accepted for dedication by the Township;
8. sanitary sewer lines and facilities (other than laterals serving a Structure on a Unit), but only if not accepted for dedication by the applicable municipality or authority, and water mains (other than laterals serving a Structure on a Unit) until transferred to the provider of public water service.

B. Common Elements will not include street rights-of-way and streets, sanitary sewer lines and facilities, and public water mains if they are accepted for dedication by the municipalities, authorities, or other applicable entities and the transferee assumes responsibility for maintenance, repair and replacement.

C. Any Storm Water Management Facilities and other improvements that will become Common Elements will be constructed by the Declarant prior to conveyance to the Association, as hereinafter provided.

D. Subject to the limitations set for the in Article XIII, Section 13.4, the Association shall be responsible for and shall maintain and repair all Common Elements, including Controlled Facilities, with the costs thereof being Common Expenses, excepting sidewalks located upon a Unit or located between a Unit and a street, and unpaved areas between a Unit and a street (which shall be maintained and repaired by the Unit owner at such Unit owner's expense), and excepting the surface of easement areas for storm water, utilities, and the like within the boundaries of a Unit or directly between a Unit and the street bordering such Unit (with respect to which the Unit Owner shall provide mowing, shrubbery trimming, and routine cleaning of inlets, outlets, and similar drainage facilities).

E. The Associations' responsibility for maintenance of the Wet Ponds shall the responsibilities outlined in Article 2 Section 3.1 A.5, above, and shall further include maintaining the fountains and fountain controls, as well as ensuring that an adequate water level is maintained within each Wet Pond. In addition, the Association shall provide and maintain wells and water level controls for each wet pond. Electricity provided by a separate service and meter will be the responsibility of the Association.

F. All Unit owners are advised that if the Association fails to maintain Common Elements, including Storm Water Management Facilities, or if a Unit Owner fails to maintain those Common Elements the surface of which he is obligated to maintain, the Township or other applicable governmental bodies, as the case may be, will have the right, but not the duty, to make necessary repairs at the expense of the Association and Unit Owners. In addition to, and not in limitation of any provision of this Section 3.1 or other sections of this Declaration, the costs of maintaining and operating street lights within the Community (if any) may be a Common Expense to the extent the Declarant or Association accepts responsibility therefor or is required to do so by the electric utility provider or the Township.

G. The Common Elements that a Unit Owner must maintain under the terms of this Declaration shall be considered Limited Common Elements appurtenant to such Unit Owner's Unit with the expense of maintenance and repair, if performed by the Association, being Limited Common Expenses assessed against such Unit and payable to the Association, together with an administrative fee often percent, upon demand of the Association.

H. Whenever the Association has the obligation to maintain Storm Water Management Facilities, it shall do so in a manner that complies with the Declaration, this First Amendment to the Declaration, the Subdivision Plan an all associated Subdivision Plan documents, the Storm Water Management Agreement, and all laws, governmental rules, and regulations relating to such Storm Water Management Facilities. The Stormwater Management Facilities are Common

Elements, as defined above, and the cost of maintaining the all such facilities, including the Wet Ponds, shall be a Common Expense and shall be allocated among all of the Unit Owners.

3. Article VI (Architectural Control and Design, Use Restrictions and Other Obligations) paragraphs l, t and bb. are hereby restated in their entirety as they appears below.

1. Laundry. No poles or appliances upon which to hang or expose laundry shall be erected or maintained on any Unit nearer to the front of any Dwelling than the rear wall of the Dwelling nor nearer to the side of any Unit than the side wall of the Dwelling.

t. Prohibited Vehicles. No trucks, motorcycles or automobiles not in normal use shall be stored anywhere on any Unit outside the Dwelling. Boats, trailers, travel campers, and recreational vehicles that are licensed and inspected are permitted, provided that they are not parked nearer to the front of any Dwelling than the rear wall of the Dwelling nor nearer to the side of any Unit than the side wall of the Dwelling. The foregoing shall not apply to Declarant or any Builder maintaining a construction trailer while engaging in construction activities within the Community.

bb. Storage Sheds. No Structure used for storage, whether temporary or permanent in nature will be permitted on any Unit unless such structure is in absolute aesthetic conformity to the Dwelling on that Unit.

4. Article IX (Budgets; Common Expenses; Assessments and Enforcement) paragraph 9.1is restated in their entirety as it appears below.

9.1 Annual Assessments; Payments. The Association shall have the power and authority, as provided in the Act, to make assessments against all Units included within the Community to pay the Common Expenses, and against Units to which Limited Common Elements are appurtenant, if any, to pay Limited Common Expenses- in each case in accordance with the Unit's allocable share thereof. All regular Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be adopted and assessed on an annual basis payable by the Unit Owners annually, or as otherwise determined by the Executive Board, in advance on the first day of billing period. In addition, special assessments may be made by the Association and shall be due and payable by the Unit Owners (or with respect to a special assessments for Limited Common Expenses, shall be due and payable by the Unit Owners to

whose Units the applicable Limited Common Elements are appurtenant) in one or more periodic installments, in advance, on the first day of the applicable period, as determined by the Executive Board, Insurance costs of the Association shall be assessed as part of the Common Expenses. The Executive Board may include Common Expenses charges for taxes upon and costs incurred for proper maintenance, operation, repair or replacement of the Common Elements, including, without limitation, lawn care, landscaping, storm water management facilities repair and cleaning, lighting maintenance and repair, and the like.

All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has executed this Amendment on the day and year first above written.

MISTY RIVER, LLC

Attest: _____

By: _____

Title:

CAMERON'S KNOLL HOMEOWNERS ASSOCIATION

Attest: _____

By: _____

Title: President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

BE IT REMEMBERED that on the _____ day of _____, 2008 before me the subscriber, personally appeared _____ who acknowledged himself to be a member of Misty River LLC, a Pennsylvania limited liability company, and that being authorized to do so as such officer, executed the foregoing instrument for the purposes therein contained on behalf of the company.

WITNESS my hand and notarial seal the day and year aforesaid.

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF LANCASTER)

BE IT REMEMBERED that on the _____ day of _____, 2008 before me the subscriber, personally appeared _____ who acknowledged himself to be the President of Cameron's Knoll Homeowners Association, a Pennsylvania nonprofit corporation, and that being authorized to do so as such officer, executed the foregoing instrument for the purposes therein contained on behalf of the company.

WITNESS my hand and notarial seal the day and year aforesaid.

Notary Public