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UPI: See attached

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FIRST AMENDMENT TO THE DECLARATION OF STONEWICKE, A PLANNED COMMUNITY

This Amendment to the Declaration of Stonewicke, a Planned Community, is made this 26th day of December, 2018, by Stonewicke, LP, Fee Owner, and J.A. Myers Building and Development, Inc. and Royal Building, Inc., hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant created a Planned Community by recording a Declaration of Covenants and Restrictions for Stonewicke, A Planned Community, on November 5, 2018 in the Office of the Recorder of Deeds in and for York County, Pennsylvania, in Record Book 2494, Page 5392 (the "Declaration"); and

WHEREAS, Article XIV of the Declaration provides that amendment of the Declaration requires sixty-seven percent (67%) consent of all Unit Owners; and

WHEREAS, the Declarant is the owner of all of the Units and desires to amend the Declaration as more particularly set forth below.

NOW THEREFORE, intending to be legally bound hereby, Declarant amends and restates in its entirety Article VII in the Declaration to read as follows:

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ARTICLE VII USE RESTRICTIONS

Section 7.1 Architectural Standards. The occupancy and use of the Units and Common Elements shall be subject to the following:

(a) Creation. There shall be an architectural committee (referred to as the "Architectural Standards Committee" or "Committee") for Stonewicke. The Committee shall have a minimum of three (3) members, each of whom shall, notwithstanding the expiration of the period referred to in the provisions hereof, serve as such until the earlier to occur of (i) his or her resignation from the Committee, or (ii) his or her replacement pursuant to the following provisions of this Section by the Declarant or the Executive Board.

The Declarant shall have the exclusive right from time to time designate and replace the members of the Committee until the later to occur of (i) the tenth (10th) anniversary of the date hereof, or (ii) the conclusion of the Development Period. Thereafter, the Executive Board shall have the exclusive right to designate and replace the members of the Architectural Standards Committee who will serve at the pleasure of the Executive Board.

(b) Approval. Subject to the operation and effect of the provisions of this ARTICLE VII, and except for any improvements by Declarant, no improvement(s) or other structure of any kind whatsoever shall be constructed, reconstructed, placed, maintained or modified (other than: (i) exterior repainting in the same color as the existing color, upon prior written approval of the Committee, and (ii) interior painting or other modifications not visible from or affecting the exterior of the dwelling), and no landscaping on a lot shall be altered, unless such action and such improvement has been approved expressly and in writing by the Committee, which shall have the absolute right to refuse to grant such approval for an aesthetic or other reasonable cause, and to withhold such approval until plans and specifications, showing in reasonable detail the nature, kind, shape, height, materials, location and approximate cost of such improvement, have been submitted to and approved by the Committee expressly and in writing. In considering whether to grant such approval, the Committee may consider the suitability of such proposed improvement with relation to such Unit and the other Units, and may base such consideration upon such, if any, information concerning the nature, kind, shape, heights, materials, location and approximate cost of such improvement as is furnished to the Committee, as aforesaid, all to the end that such improvement shall be in harmony with and have no adverse effect upon its immediate surroundings and the other Units.

If any Unit Owner submits to the Committee a written application for approval of any improvement, as aforesaid, and if the Committee has not disapproved, in writing, said application within sixty (60) days of receipt thereof, such approval shall thereupon be deemed to have been given; provided, however, that any written requests for approval together with all plans and specifications or other specifications and information as may be required by the Committee shall be submitted to the Committee by registered or certified mail or in person.

The affirmative vote of a majority of the members of the Committee shall be required for it to take any action; provided, that such majority may designate one member to act for it.

Construction of any alterations, improvements or structures in accordance with plans and specifications approved by the Committee pursuant to the provisions hereof shall be commenced within six (6) months following the date of approval and completed within twelve (12) months of commencement thereof, or within such other period as the Committee shall specify in its approval. If the event construction is not commenced and completed within the aforesaid periods, then approval of the plans and specifications by the Committee shall be conclusively deemed to have lapsed and compliance with the provisions of this Article shall again be required. After construction, all improvements and alterations shall be maintained continuously in strict conformity with the plans and specifications so approved and all applicable law.

The approval of the Committee of any improvement or alteration shall in no way be deemed to relieve the Unit Owner from its obligation to obtain any and all governmental permits and approvals necessary for such improvement or alterations.

If any improvement is altered, erected, placed or maintained on any Unit other than in accordance with approved plans and specifications therefor, this Declaration and applicable law, such action shall be deemed to be a violation of the provisions of this Declaration and, promptly after the Association gives written notice thereof to its Owner, such improvement shall be removed or restored to its condition prior to such action, and such use shall cease, so as to terminate such violation. If within thirty (30) days after having been given such notice, such Unit Owner has not taken reasonable steps to terminate such violation, any agent of the Association may enter upon such Unit and take such steps as are reasonably necessary to terminate such violation. Such Unit Owner shall be personally liable to the Association for the cost thereof, to the same extent as he is liable for an assessment levied against such Unit, and, upon the failure of the Unit Owner to pay such cost within ten (10) days after such Unit Owner's receipt of written demand therefor from the Association, the Association may establish a lien therefor upon such Unit in accordance with and subject to the provisions of this Declaration applicable to an assessment lien.

Any member of the Committee, upon the occurrence of a violation of the provisions of this Declaration, and after the Association or the Committee gives written notice thereof to the Unit Owner of the applicable Unit, at any reasonable time, may enter upon and inspect any Unit and the exterior of any improvement thereon to ascertain whether the maintenance, construction or alteration of such improvement or alteration are in accordance with the provisions hereof.

Upon completion of construction of any improvement or alteration in accordance with the provisions hereof, the Committee, upon request of the applicant shall issue a certificate of compliance ("Certificate") identifying such improvement and the Unit on which such improvement is placed, and stating that the improvement or alteration has been completed pursuant to the terms hereof. The Certificate shall be retained in the records of the Association. Any Certificate issued pursuant hereto shall be *prima facie* evidence of the facts therein stated, and as to any title insurer, such Certificate shall be conclusive evidence that all improvements or alterations on the Unit noted in the Certificate complies with the provisions hereof.

(c) Prohibited Uses and Nuisances. Except for the activities of Declarant during original development:

(i) Residential Purposes Only. Units shall be used as dwelling houses for residential purposes only. No store, tavern, beauty salon, barbershop or other public commercial or industrial establishment shall be maintained therein without the specific prior written consent of the Board. Declarant reserves the right to maintain Units as a model single family residence for display to prospective purchasers. These model Units shall comply with all other restrictions and covenants set forth in this Declaration. No temporary structure of any kind, such as, but not limited to, trailers, tents, shacks, barns or outbuildings shall be erected, placed or maintained on any Unit.

(ii) Storage of Vehicles and Equipment. No outside storage of unregistered vehicles, motorized off-road vehicles, lawn mowing equipment or snowmobiles shall be

permitted. Boats, campers, recreational vehicles, trailers of any type, mobile homes or commercial vehicles not exceeding one (1) ton must be stored inside or may be stored outside if they are parked on a paved parking pad parallel with the garage and a plant buffer is provided between the parking pad and the side boundary of the Unit.

(iii) Operation of Off-Road Vehicles. No motorized off-road recreational vehicles may be operated on any Lot or any public or private road, sidewalk or walking path in the Planned Community.

(iv) Reception Equipment. No radio aerial, antenna or satellite or other signal receiving dish, or other aerial or antenna for reception or transmission, shall be placed or kept on a Unit outside of a dwelling, except on the following terms:

An Owner may install, maintain and use on its Unit one (or, if approved, more than one) Small Antenna (as hereinafter defined) in the rear yard of a dwelling on the Unit, at such location, and screened from view from adjacent dwellings in such a manner and using such trees, landscaping or other screening material, as are approved by the Committee, in accordance with the terms of this Declaration. Notwithstanding the foregoing terms of this subsection, (i) if the requirement that a Small Antenna installed on a Unit be placed in the rear yard of a dwelling would impair such Small Antenna's installation, maintenance or use, then it may be installed, maintained and used at another approved location on such Unit where such installation, maintenance or use would not be impaired; (ii) if and to the extent that the requirement that such Small Antenna be screened would result in any such impairment, such approval shall be on terms not requiring such screening; and (iii) if the prohibition against installing, maintaining and using more than one (1) Small Antenna on a Unit would result in any such impairment, then such Owner may install on such Unit additional Small Antenna as are needed to prevent such impairment (but such installation shall otherwise be made in accordance with this subsection).

In determining whether to grant any approval pursuant to this Section, neither Declarant, the Committee nor the Executive Board shall withhold such approval, or grant it subject to any condition, if and to the extent that doing so would result in an impairment.

As used herein, (i) "impair" has the meaning given it in 47 Code of Federal Regulations Part 1, section 1.4000, as hereafter amended; and (ii) "Small Antenna" means any antenna (and accompanying mast, if any) of a type, the impairment of the installation, maintenance or use of which is the subject of such Federal regulation. Such antennae are currently defined thereunder as, generally, being one (1) meter or less in diameter or diagonal measurement and designed to receive certain types of broadcast or other distribution services or programming.

(v) Fuel and Utility Storage. Outside above ground or below ground fuel storage tanks or other utility storage devices are prohibited.

(vi) Waste Disposal. All dumping, burning or storage of waste materials shall be performed only in compliance with applicable laws, ordinances and regulations.

(vii) Temporary Structures. Temporary Structures shall be permitted only during construction and shall be removed not later than thirty (30) days after completion of construction.

(viii) Signs. No signs shall be permitted except for (i) one permanent sign indicating the name of the owner of a Unit; (ii) one temporary sign relating to construction then being performed on such Unit; and (iii) one temporary sign indicating that such Unit is being offered for sale. No sign permitted under this paragraph shall be of a size greater than eighteen (18) inches by twenty-four (24) inches. This Section 0 shall not apply to signs erected by Declarant while the Property is being developed.

(ix) Offensive Activities. No obnoxious, dangerous or offensive activity or nuisance and no business, trade or commercial activity of any kind shall be conducted or maintained upon any part of a Unit, except that a professional office may be maintained by a physician, surgeon, dentist, lawyer, accountant or other person engaged in a professional occupation in the dwelling house owned and occupied by such person, subject to applicable ordinances and regulations.

(x) Animals. No animal, fowl or other livestock shall be kept or maintained on any Unit, except for domestic house pets which are not kept, bred or maintained for commercial or business uses or purposes. Such domestic pets shall not be kept or maintained in numbers which may cause annoyance to neighboring Unit Owners. No domestic house pets permitted under this Section 0 may be housed outside. Whenever any such domestic house pets are outside, they shall be kept on leashes or otherwise under the direct and immediate control of their owners. Unit Owners shall be responsible for promptly cleaning up after any domestic animals maintained by them and shall not permit any animal waste to accumulate on their Unit or on any portion of the Planned Community.

(xi) Further Subdivision. There shall be no further subdivision of any Unit.

(xii) Accessory Buildings. All sheds, gazebos and other fully or partially enclosed buildings or structures which are not part of a dwelling house shall be considered Accessory Buildings. Accessory Buildings shall meet the requirements of Penn Township and must be approved by the Committee. The building materials and colors used to construct Accessory Buildings shall match or be compatible with those used in the construction of any dwelling house erected on the Unit.

(xiii) Clothesline. No poles, wires or appliances upon which clothes are exposed or hung for any purpose shall be erected or maintained on any part of the Unit, except that one umbrella type clothes drying tree shall be permitted if it is installed in the rear yard area behind the rear wall of the dwelling house erected on the lot.

(xix) Driveways. All driveways shall be paved with bituminous concrete, cement concrete or brick pavers. Shared or multiple driveways shall be permitted only if required by the approved subdivision plan of the Planned Community.

(xx) Roofing. Roofing materials shall be asphalt or fiberglass shingles.

(xxi) Siding. Siding materials shall be stone (natural or man-made), brick, vinyl or dryvit.

(xxii) Fences. All fences or freestanding walls shall be constructed of vinyl, wood, wrought iron, stone (natural or man-made) or brick. No fence shall be constructed of chain links and no fence shall be greater than six (6) feet in height. No fencing shall be permitted in any front yard area of a Unit.

(xxiii) Lighting. Exterior lighting shall be shielded to prevent glare and shall not directly light areas beyond Unit boundaries. Post lights shall be installed and maintained as required by Penn Township.

(xxiv) Garages. Each Unit on which a house is constructed shall also have constructed on such Unit an attached garage for the storage of not less than one, nor more than two, motor vehicles.

(xxv) Exposed Foundations. The front face portion of an exposed foundation wall shall be composed of brick or stone (natural or man-made).

(xxvi) Swimming Pools. Above-ground swimming pools must be approved as to style, design and placement by the Committee. For purposes of the preceding sentence, "above ground swimming pool" shall be defined as any artificial or man-made pool or tank of water, any part of which extends more than six (6) inches above the level of the surrounding ground as graded. In-ground pools must conform to all applicable requirements of law. All pools must be surrounded by a fence or wall not less than four (4) feet nor more than six (6) feet high, which shall be constructed so as not to have openings, holes or gaps larger than four (4) inches in any dimension and shall be constructed of vinyl, wood, wrought iron, stone (natural or man-made) or brick. All gates and doors shall be equipped with a self-closing and self-latching device for keeping the gate or door securely closed at all times when not in actual use, except that the door of any dwelling which forms a part of the enclosure need not be so equipped. No inflatable pools of a temporary nature larger than a four (4) foot diameter, eight (8) inch height "kiddie pool" will be permitted at any time and any "kiddie pool" must be emptied daily and stored inside. While in use the "kiddie pool" must be located in the rear yard area.

(xxvii) Care of Lots. Owners shall, at all times, maintain their Unit and all appurtenances thereto in good repair and in a state of neat appearance, including but not limited to, the seeding, watering and mowing of all lawns and yards, keeping all sidewalks, if any, neat, clean and in good repair, and free of ice and snow, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all structures on

the Unit, all in a manner and with such frequency as is consistent with good property management and maintenance. If, in the opinion of the Committee, any Owner fails to perform the duties imposed hereunder, the Association, on affirmative action of a majority of the Executive Board, after fifteen (15) days written notice to such Owner to remedy the condition in question, and upon failure of the Owner to remedy the condition, shall have the right (but not the obligation), through its agents and employees, to enter upon the Unit in question and to repair, maintain, repaint and restore the Unit and the improvements or structures thereon, and the cost thereof shall be a binding, personal obligation of such Unit Owner, as an additional assessment on the Unit.

These conditions, reservations, covenants and restrictions shall apply to all Units shown on the Plats and Plans whether vacant or improved and to all structures erected or to be erected thereon as well as to the alteration or improvement of or addition to any such structures.

Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

7.2 Survival of Article VII. The uses, restrictions and architectural standards as set forth in this ARTICLE VII shall survive the termination of the Planned Community. It is the intent of Declarant that the use restrictions shall run with the land.

4. Except as specifically amended hereby, the Declaration of Stonewicke, a Planned Community, remains in full force and effect in accordance with its terms.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

FEE OWNER:
Stonewicke, LP
By: Joseph A. Myers Land Investor, LLC

By: 
Benjamin A. Myers, Vice President

DECLARANT:

ROYAL BUILDING, INC.

By: 
Benjamin A. Myers, President

J. A. MYERS BUILDING AND
DEVELOPMENT, INC.

By: 
Benjamin A. Myers, Vice President

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Adams :

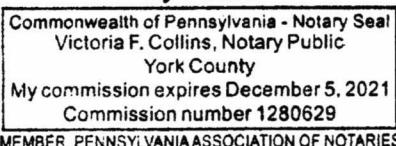
On this, the 26th day of December 2018, before me, a Notary Public, the undersigned officer, personally appeared Benjamin A. Myers, who acknowledged himself to be the President of **ROYAL BUILDING, INC.**, a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

Victoria F. Collins (SEAL)

Notary Public

My Commission Expires: 12-5-2021



MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Adams :

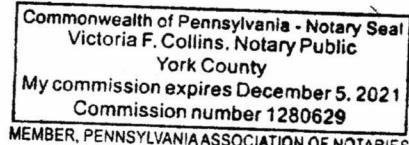
On this, the 26th day of December 2018, before me, a Notary Public, the undersigned officer, personally appeared Benjamin A. Myers, who acknowledged himself to be the Vice President of **J. A. MYERS BUILDING AND DEVELOPMENT, INC.**, a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

Victoria F. Collins (SEAL)

Notary Public

My Commission Expires: 12-5-2021



MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

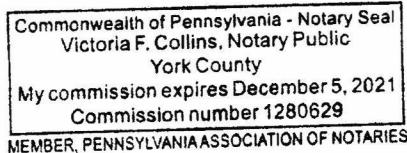
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Adams : SS:
:

On this, the 26th day of December, 2018, before me, the undersigned officer, personally appeared Benjamin A. Myers, who acknowledged himself to be the Vice President of Joseph A. Myers Land Investor, LLC, a limited liability company, General Partner of Stonewicke LP, a limited partnership, and that he as the Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of the General Partner of Stonewicke LP.

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

Victoria F. Collins (SEAL)
Notary Public

My Commission Expires: 12-5-2021



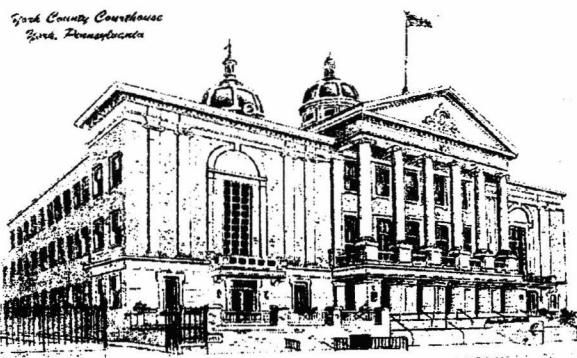
Penn Twp

Lot No.	Street Address	UPI
	1025 Baltimore St.	44-000-CD-0061-00-00000
2	26 Kaitlyn Drive	44-000-36-0002-00-00000
3	24 Kaitlyn Drive	44-000-36-0003-00-00000
4	22 Kaitlyn Drive	44-000-36-0004-00-00000
5	20 Kaitlyn Drive	44-000-36-0005-00-00000
6	18 Kaitlyn Drive	44-000-36-0006-00-00000
7	16 Kaitlyn Drive	44-000-36-0007-00-00000
8	14 Kaitlyn Drive	44-000-36-0008-00-00000
9	12 Kaitlyn Drive	44-000-36-0009-00-00000
10	10 Kaitlyn Drive	44-000-36-0010-00-00000
11	8 Kaitlyn Drive	44-000-36-0011-00-00000
12	104 Fieldstone Drive	44-000-36-0012-00-00000
13	102 Fieldstone Drive	44-000-36-0013-00-00000
14	16 Meadow Lane	44-000-36-0014-00-00000
15	101 Fieldstone Drive	44-000-36-0015-00-00000
16	103 Fieldstone Drive	44-000-36-0016-00-00000
24	203 Fieldstone Drive	44-000-36-0024-00-00000
25	205 Fieldstone Drive	44-000-36-0025-00-00000
26	207 Fieldstone Drive	44-000-36-0026-00-00000
27	208 Fieldstone Drive	44-000-36-0027-00-00000
28	206 Fieldstone Drive	44-000-36-0028-00-00000
29	204 Fieldstone Drive	44-000-36-0029-00-00000
30	11 Kaitlyn Drive	44-000-36-0030-00-00000
31	13 Kaitlyn Drive	44-000-36-0031-00-00000
32	15 Kaitlyn Drive	44-000-36-0032-00-00000
33	17 Kaitlyn Drive	44-000-36-0033-00-00000
34	19 Kaitlyn Drive	44-000-36-0034-00-00000
35	21 Kaitlyn Drive	44-000-36-0035-00-00000
36	23 Kaitlyn Drive	44-000-36-0036-00-00000
37	25 Kaitlyn Drive	44-000-36-0037-00-00000

Lot No.	Street Address	UPI
38	27 Kaitlyn Drive	44-000-36-0038-00-00000
130	10 Cantera Way	44-000-36-0130-00-00000
131	8 Cantera Way	44-000-36-0131-00-00000
132	6 Cantera Way	44-000-36-0132-00-00000
133	4 Cantera Way	44-000-36-0133-00-00000
134	2 Cantera Way	44-000-36-0134-00-00000
138	3 Cantera Way	44-000-36-0138-00-00000
139	5 Cantera Way	44-000-36-0139-00-00000
141	7 Cantera Way	44-000-36-0141-00-00000
142	9 Cantera Way	44-000-36-0142-00-00000
143	11 Cantera Way	44-000-36-0143-00-00000
144	13 Cantera Way	44-000-36-0144-00-00000
145	15 Cantera Way	44-000-36-0145-00-00000
146	17 Cantera Way	44-000-36-0146-00-00000
147	19 Cantera Way	44-000-36-0147-00-00000
148	57 Red Rock Run	44-000-36-0148-00-00000
157	22 Cantera Way	44-000-36-0157-00-00000
158	20 Cantera Way	44-000-36-0158-00-00000
167	52 Red Rock Run	44-000-36-0167-00-00000
168	54 Red Rock Run	44-000-36-0168-00-00000
170	55 Red Rock Run	44-000-36-0170-00-00000
171	53 Red Rock Run	44-000-36-0171-00-00000
172	51 Red Rock Run	44-000-36-0172-00-00000
173	1291 Maple Lane	44-000-36-0173-00-00000

**YORK COUNTY RECORDER OF DEEDS
28 EAST MARKET STREET
YORK, PA 17401**

*Laura Shue - Recorder
Tina M. Channell - Deputy*



Instrument Number - 2018056782

Recorded On 12/31/2018 At 1:10:58 PM

*** Instrument Type - AMENDMENT OF DECLARATION**

Invoice Number - 1306080

*** Grantor - STONEWICKE LP**

*** Grantee - ROYAL BUILDING INC**

User - MLC

*** Customer - BARLEY SNYDER**

*** FEES**

STATE WRIT TAX	\$0.50
RECORDING FEES	\$29.00
PIN NUMBER FEES	\$540.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$574.50

Book - 2501 Starting Page - 2178

*** Total Pages - 13**

*** Received By: COUNTER**

PARCEL IDENTIFICATION NUMBER

44000CD0061000000
440003600020000000
440003600030000000
440003600040000000

Total Parcels: 54

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



Laura Shue
Recorder of Deeds

**THIS IS A CERTIFICATION PAGE
PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

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