

Tax Parcel Nos:

Phase 5

Lot 111 - 62-066-019
Lot 112 - 62-066-020
Lot 113 - 62-066-021

Phase 6 (35 Lots):

Lot #4 62-066-040
Lot #5 62-066-041
Lot #6 62-066-042
Lot #7 62-066-043
Lot #8 62-066-044
Lot #9 62-066-045
Lot #10 62-066-046
Lot #11 62-066-047
Lot #12 62-066-048
Lot #13 62-066-049
Lot #14 62-066-050
Lot #15 62-066-051
Lot #16 62-066-052
Lot #17 62-066-053
Lot #18 62-066-054
Lot #19 62-066-055
Lot #20 62-066-056

Phase 6 (cont)

Lot #21 62-066-057
Lot #22 62-066-058
Lot #23 62-066-059
Lot #27 62-066-060
Lot #28 62-066-061
Lot #29 62-066-062
Lot #30 62-066-063
Lot #31 62-066-064
Lot #32 62-066-065
Lot #33 62-066-066
Lot #34 62-066-067
Lot #35 62-066-068
Lot #36 62-066-069
Lot #37 62-066-070
Lot #38 62-066-071
Lot #111 62-066-019
Lot #112 62-066-020
Lot #113 62-066-021

**DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS
AND RESTRICTIONS - MOUNTAINDALE, PHASE 6
AND RESUBDIVISION OF LOTS 111, 112 AND 113 OF MOUNTAINDALE, PHASE 5
(T/B/K/A - BOULDER RIDGE ESTATES)**

This Declaration of Protective Covenants, Easements and Restrictions (the "Declaration") is made this 10th day of May 2016, by CUSTER DEVELOPMENT COMPANY, having a principal place of business at 2805 Old Post Road, Suite 200, Harrisburg, PA 17110, (hereinafter identified as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract of land situate in Susquehanna Township, Dauphin County, Pennsylvania, designated as Lot Nos. 4 through 23, Lots Nos. 27 through 38 and the re-subdivided lots of Phase 5 of Lot Nos. 111, 112, and 113 all as depicted on that Final Subdivision Plan of Mountindale, Phase 6, as recorded in the Office of Recorder of Deeds in and for Dauphin County, dated August 7, 2009 and recorded February 1, 2012, in Instrument Number 20120003105 (hereinafter the "Final Plan"). Custer Development Company does therefor establish the following protective covenants, easements and restrictions relating to the improvements, use and enjoyment of all lots now owned or hereinafter created in said tract of land, and hereby covenant and agree that all the lots which will be owned, conveyed under and subject to these protective covenants, easements and restrictions, which shall run with the lots and bind the grantees of said lots, their heirs, personal representatives, successors and assigns; and

WHEREAS, Developer desires to ensure the attractiveness of the homes erected within Mountaindale, Phase 6 and all other Lots above-identified as appearing on the Final Plan, to prevent nuisances, protect and enhance the value and amenities of said properties to include maintenance of certain storm detention facilities set forth in that certain Declaration of Permanent Easement and Agreement – Surface Water Detention Ponds dated May 10th, 2016 recorded in the Office of the Recorder of Deeds of Dauphin County on May 17th, 2016 to Instrument No. 2016 0011738 the “Declaration and Agreement – Storm Detention” which is made a part hereof by reference thereto, and to accomplish these purposes desires the subject of the real property, including with Mountaindale, Phase 6 and re-subdivided Lots 111, 112 and 113 of Mountaindale Phase 5, each and all which is and for the benefit of said property and each owner thereof.

WHEREAS, to accomplish these purposes and benefits all of which is and for the benefit of all the Lots of Phase 6 and the re-subdivided Lots 111, 112 and 113 of Phase 5, the following covenants, easements and restrictions are hereby established hereinafter the “Lots” and each a “Lot”.

NOW, THEREFORE, Developer declares that all of the lots and property herein described, shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied or improved subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the development, improvement and conveyance of the property and/or are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual, equitable servitudes upon each of the lots in favor of all such lots with each owner covenanting and agreeing with each other owner, and with the Developer, and for their mutual benefit, that the owners, their heirs, administrators, successors and assigns, will faithfully keep, observe and perform the covenants and conditions hereof for the benefit of each other owner, to grant each owner the right to enforce, in law or in equity, the performance hereof by each other owner; and to operate as covenants running with the land for the benefit of the property, and each lot shall be subject to this Declaration and the owners thereof, at present and in future.

PART A – ADDITIONAL DEFINITIONS

A-1. Areas of Potential Maintenance.

“Areas of Potential Maintenance” with regard to the Lots of Phase 6 of Mountaindale shall mean and refer to the two (2) detention ponds physically located in

Phase 6, the responsibilities of which shall be shared among the property owners of Phase 6, Mountindale; the one (1) detention pond located in Phase 4 of Mountindale which also serves Phase 6, the responsibilities of which shall be shared with the lot owners of Phase 4, certain lot owners of Phase 5 all as more specifically set forth in the Declaration and Agreement - Storm Detention; and the two entrances signage and landscaping, if any, of same to this section 6 of Mountindale.

A-2. Declaration

"Declaration" means this Declaration of Protective Covenants, Easements, Restrictions, Mountindale, Phase 6, dated May 10th, 2016 and recorded May 17th, 2016, as amended or supplemented from time to time, which term sometimes is referred to in this document by use of such words as "hereto", "hereby", "herein", "hereof" and "hereunder", or other descriptive words or phrases having similar import.

A-3. Detention Ponds

Those certain two (2) Detention Ponds located within the boundaries of Phase 6 of Mountindale as specifically set forth on the Final Plan.

A-4. Final Plan

"Final Plan" means the Plan for Mountindale, Phase 6, and Resubdivision of Lots 111, 112 and 113 of Phase 5 recorded in the Office of the Recorder of Deeds of Dauphin County, in Instrument No. 20120003105, on February 1, 2012, and any subdivision or development plan for the Property, as adopted by Developer and, if applicable, as submitted to and approved by the authorities of Susquehanna Township, Dauphin County, and recorded in Dauphin County, and any supplements or amendments thereto. It is noted that the identification of the Lots on the Final Plan, all subject to this Declaration, may also be identified and described as a Lot within "Boulder Ridge Estates" by Developer.

A-5. Lot Owner

Any Lot Owner identified and described in and on the Final Plan being Lot Nos. 4 through 23, 27 through 38 of Phase 6 and re-subdivided Lots 111, 112, and 113 of Phase 5.

A-6. Owner

"Owner" means any person(s) or entity(ies) who hold legal title pursuant to any deed, or document of transfer or conveyance of a Lot within the Final Plan, in which case the seller under such document, shall cease to be an "Owner" with respect to such Lot or Dwelling Unit, and all other persons holding or owning a Lot by virtue of a deed, other instrument, devise, or any other means. This term shall include, where applicable, the Developer. In the event that one or more persons shall so hold or own a Lot or Dwelling Unit, this term shall mean all such persons collectively and the obligations of an Owner hereunder shall be the joint and several obligations of all such persons.

PART B - PROPERTY SUBJECT TO THIS DECLARATION

B-1. Existing Property

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied pursuant to this Declaration is more particularly described as Mountaindale, Phase 6 and Resubdivision of Lots 111, 112 and 113 of Phase 5 and is identified on the Final Plan, as recorded on February 1, 2012 in the Office of the Recorder of Deeds of Dauphin County to Instrument No. 2012003105.

PART C - ARCHITECTURAL CONTROL

C-1. Building Plans: Approval

Excepting any original construction by the Developer or any affiliated entities, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Lots in Mountaindale, Phase 6, until the builder and the plans and specifications showing the style, nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, trees, topography, swales, storm water elements and finished ground elevations by the Developer, or by an architectural committee appointed by Developer. The Developer, however, by approval of any such plans shall not assume, directly or impliedly, any responsibility, duty or liability with regard to the sufficiency, adequacy, or any other aspect of such plans, to include conformity with any governmental statutes or regulations. A failure to comply with this requirement may permit Developer or Association, if any, to seek legal and/or equitable relief, as may be appropriate to enjoin the construction and/or removal of any

construction commenced prior to the approval. Any such proceeding that is necessitated by the failure to obtain approval violating Owner shall also be responsible for all of Developer's or Association's, if any, reasonable court and legal costs, charges and fees.

C-2. Site Plan: Approval

A site development plan showing the proposed lot clearing and final grading for the Lot shall be approved by Developer, or by Developer's engineer, in writing prior to commencement of work.

C-3. Landscaping Plan: Approval

Prior to the occupancy of any dwelling located on a Lot a landscaping plan for the Lot, showing the number, species, type, size and location of plants, shrubs, trees, ground cover and related materials shall be submitted to and approved in writing as to conformity and harmony with existing structures, trees, topography, swales, storm water elements (if any exist) and finished ground elevations by the Developer, or by a landscaping committee, if any, appointed by the Developer. The plants, shrubs, trees, ground cover and related materials as shown on the approved landscaping plan shall be installed and completed by the Owner within two (2) months of occupancy of any dwelling home on the Lot, weather permitting, but not later than four (4) months of the completion of construction of any dwelling home on the Lot, weather permitting,.

C-4. Plan Changes: Approval

No exterior changes shall be made to the approved plans prior to the occupancy of any dwelling house located on a Lot without the prior written approval of Developer, landscaping committee or Association, if any, as above provided.

C-5. Exterior Changes After Occupancy: Approval

After the initial occupancy of any dwelling house located on a Lot, any erection of a structure (including but not limited to outbuildings, fences, walls and entrance piers), any addition or alteration to the exterior of a structure, or any change in the existing color or finish of any exterior surface of any building on a Lot shall not be done until plans and specifications showing the style, nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to

harmony of external design and location in relation to surrounding structures, and finished ground elevation topography, by the Developer, or by an architectural committee composed of three (3) or more representatives appointed by the Developer. In the event said Developer, or architectural committee, fails to approve or disapprove such change, design and location within thirty (30) days after said plans and specifications have been received by Developer or the architectural committee, approval will not be required and this Article will be deemed to have been fully complied with.

PART D - RESTRICTIVE COVENANTS

D-1. Residential Use

The Lots shall be used for residential purposes only, and no other land use shall be permitted thereon at any time. No business, professional office, store, retail operation or any other commercial or eleemosynary enterprise of any kind shall be conducted on any Lot or in or on a part of any residential structure erected on a Lot. A home office for use by Lot Owner only shall be permitted. Subject to D-15 Signs, no signage shall be permitted including advertising of any home office use. A Lot may be used, and so advertised with signage subject to D-15 Signs, as a model home/sales office by Developer or his successor or assignee for the sale of homes in Mountaindale, Phase 6, as long as homes are still being built in any portion of Mountaindale, Phase 6.

D-2. Residential Structures

No structure other than one (1) single family dwelling house with an attached or detached garage, provided the same is compatible with the style, nature, design, landscaping and construction of the main house, is properly landscaped and screened shall be constructed on a Lot, except as otherwise provided in this Declaration. Small tool sheds, tennis courts, swimming pools and bath houses and other accessory structures or facilities, ancillary or incidental to residential use may likewise be erected on any Lot provided all property is landscaped, screened and approved by Developer.

D-3. Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently. Outside water closets shall not be erected or maintained

on any of the said Lots after construction has been completed on said Lot. A construction trailer, or a shed for the housing of tools, incidental to the erection of dwelling houses on Lots may be temporarily erected or temporarily placed on a Lot with the written permission of the Developer.

D-4. Size of Structures

Each dwelling house shall contain not less than 2,400 square feet of finished living space, which shall include the finished basement or lower levels exposed, but not include a garage or unfinished basement, (whether or not partially exposed), and any other accessory buildings or structures, if any, incidental to residential use.

D-5. Exterior Materials

All exterior walls of any building above the finished grade of the ground shall be faced or covered with brick, natural or manufactured stone, stucco, wood, vinyl, Hardiplank siding, or such other materials as shall have the prior approval of the Developer or the architectural committee as above provided.

D-6. Garages

Private garages to accommodate no more than twelve (12) automobiles may be erected and maintained on any of the said Lots, either as an integral part of the dwelling house erected thereon and/or as a separate garage. If a separate garage is erected or maintained, it shall not exceed two (2) stories in height, shall be accessory to the use of the dwelling house but not used as a dwelling and shall comply with all other setbacks as shown on the Final Subdivision Plan.

D-7. Storage Tanks

No tank for storage of ten (10) gallons or more of gas or flammable liquids may be maintained outside of a building on any Lot. This paragraph however does not exclude or prohibit bottled propane tanks provided such and all tanks are properly kept in a location which is unobtrusive and appropriately screened from view from the street and any other Lot Owner.

D-8. Livestock, Poultry and Pets

No animals, livestock or poultry of any kind shall be raised, bred or kept in any dwelling house or on any Lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than five (5) pets in the aggregate may be kept on any Lot. Each owner shall be responsible for the control, behavior and noise of his or her domesticated household pets and shall be responsible for cleaning up after his or her pet. In the event of failure of owner to properly clean up after his or her pet, the Association, if any, may take whatever action is necessary to clean up after the pet of owner and may surcharge owner for the reasonable costs thereof.

D-9. Garbage, Trash

No garbage, refuse, rubbish or cuttings shall be deposited on any Lot, street, sidewalk or parking area. Containers shall not be placed on any street or sidewalk except when necessary for collection and shall regularly be kept in a location on the Lot which is unobtrusive and appropriately screened from view from the street and any other Lot Owner.

D-10. Architectural Control

No structural improvements of any kind (including, but not limited to, mailboxes and attachments thereto, decks, garages, sheds, driveways, piers, walls, fences, swimming pools, patios, porticos and gazebos) shall be erected, placed or altered on any Lot until the building plans, specifications and plot plan showing the location of all structures and other improvements have been approved by the Developer or the architectural committee appointed by the Developer as to size, quality, materials, harmony, topography, location on the Lot, finished grade elevations, landscaping, exterior lighting, color schemes, estimated costs, and all matters of exterior style and appearance, and such other information as shall be reasonably requested.

D-11. Construction Commencement and Completion

Construction of the dwelling house on any Lot must commence within one year of purchase of the Lot by the Owner from Developer, and completion of the dwelling house and driveway of asphalt, concrete, pavers or other similar material shall occur within one year of commencement of construction of the dwelling house. However, the

commencement of construction within one year may be extended in writing if, and only if, signed by the Developer.

Unless specifically exempted by sales agreement or deed, signed by Developer, Developer shall have the right, but not the obligation, to repurchase, and by acceptance of the deed to any Lot, each Lot Owner agrees to resell it to the Developer, or its assignee or designee, any Lot where construction of the dwelling home does not commence within such twelve (12) month period. The rights, obligations and procedures relating to such right of repurchase shall be contained in the agreement of sale between Developer and the Lot Owner.

D-12. Commercial Vehicles

No commercial or other non-passenger vehicle of any type and no unlicensed or non-operational motor vehicles of any type shall be permitted to remain overnight on any property of a Lot Owner within Mountaindale, Phase 6, even after dedication to Susquehanna Township other than as may be used by the Developer, or a builder approved by Developer, in conjunction with building operations. No parking otherwise permitted shall exceed more than five (5) calendar days.

D-13. Satellite Dishes and Antennas

Developer shall review and approve in writing the size, location and number of satellite dishes and antennas erected or maintained outside of any building on any Lot.

D-14. Nuisances

No noxious, unsightly or offensive activity, including vehicle repairs done outside of buildings, shall be conducted on the property of a Lot Owner or on the streets, nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to the residents of Mountaindale, Phase 6, as so determined in the reasonable judgment of the Developer and Township.

D-15. Signs

No sign of any kind, to include signage for in-home offices, shall be displayed to the public view on any Lot or improvement thereon except a one-family name sign of not more than 144 square inches, or one temporary sign of not more than 4 square feet,

advertising the property for sale, rent, or open house; provided, during the construction or sale of homes the builder's "under construction" and "model home" signs of not more than 12 square feet may be displayed.

D-16. Recreational Vehicles, Trailers and Boats

No recreational vehicle, trailer or boat (including, but not necessarily being limited to, a motor home, travel trailer, boat, trailer, ATV or snowmobile) shall be stored on any Lot, which shall be visible from any location off of the Lot, or on any street. Outside storage of such vehicles, trailers and boats on any Lot is prohibited unless obscured as required above at all times (in all seasons) such as by natural foliage of trees or by surrounding land terrain. No such vehicles, boats or trailers shall be parked on a street or roadway for more than a total, in any annual period, of five (5) days.

D-17. Landscaping and Natural Screening of Structures

All structures whether permanent or, if permitted hereunder, temporary, shall be reasonably surrounded by landscaping or natural screening as reviewed and approved by Developer. Other than during the construction of the principal residence, no shed, trailers, or temporary housing of any type, shall be located on said Lot, as otherwise also herein addressed.

D-18. Driveways

All driveways and parking areas of each Lot shall be paved with asphalt, concrete, pavers or other similar construction materials acceptable to the Developer or architectural committee.

D-19. Fences

All Fences, including style, type, height, color, location, etc. shall be reviewed and approved in writing by Developer or by an architectural committee appointed by Developer.

D-20. Exterior Laundry Drying Facilities

Exterior laundry drying facilities including, but not limited to, posts and lines, racks and rotating type equipment are prohibited unless such units can be screened from view off of the Lot immediately upon installation.

D-21. Resubdivision

No further subdivisions of the Lots contained on the Final Plan shall be permitted and is forbidden unless for good cause, such does not adversely impact value of other Lots previously sold by Developer and is approved by Developer.

D-22. Lot Maintenance

Each Lot shall be maintained in a neat, clean and attractive manner, consistent with its natural wooded state, prior to, during and after construction of any structure. All grass, ground cover, trees and shrubbery shall be maintained and pruned regularly and kept in an attractively, orderly condition at all times. Any dead or diseased tree(s) must be promptly removed from the Lot except areas above elevation 900 on the lots that are five (5) acres or more as per the recorded Plans. Upon receipt of notification, the Developer providing not less than twenty (20) days' notice, the Owner shall remove any such dead trees and upon failure to do so, the Developer may do so and will charge and assess the Owner therefor. Furthermore, no trees having a diameter of six (6) inches or more shall be cut down, unless dead, damaged or diseased, without the prior approval of the Developer. If there would occur a violation of this provision, the Owner may be required to replant and replace such trees cut and removed without approval at his cost and if he would fail to do so, after not less than fifteen (15) days' notice, the Developer may replace such trees and will charge and assess the Owner therefor, and all reasonable costs associated therewith, to include administrative costs.

D-23. Reconstruction

If any structure is partially or totally damaged by fire or other casualty, the Owner shall repair or reconstruct the structure in accordance with the plans and specifications submitted to, and approved by, the Developer or the architectural committee. All repairs and reconstruction shall be commenced within six (6) months and complete within twelve (12) months after the damage has occurred. If the damaged structure is not repaired or reconstructed because of reasons beyond the Owner's control, the Owner

shall clear and restore the site to its natural state within six (6) months of the date of the damage.

D-24. Storm Water Facilities – Areas of Potential Maintenance

Each Lot Owner shall maintain in a good, safe and attractive condition any storm water retention basin, swales and ditches located on said Owner's Lot in the same manner, design and plan as originally constructed.

With regard to the two (2) detention ponds located in Phase 6 and the one (1) detention pond located in Phase 4, each Lot Owner shall be subject to a joint maintenance and repair of the two (2) stormwater detention ponds as appearing on the Final Plan and which obligations are more fully set forth in that certain "Declaration and Agreement – Storm Detention" as previously identified.

D-25. Street Right-of-Way

The area between the edge of any public street (curb line) and the property line, (the right-of-way along all paved streets), shall be developed and maintained as part of the landscaping plan of any Lot, but in no event shall trees be planted within this area.

D-26. Setback Lines

No building shall be erected on any Lot near to the front lot line, the side lot line or the rear lot line, then the minimal building setback requirements as shown on the recorded Plan, hereinbefore identified.

PART E - GENERAL PROVISIONS

E-1. Term

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years, unless an amendment thereto has been duly adopted and recorded as hereinafter provided.

E-2. Enforcement

The Developer, or any Owner of any Lot, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations or charges now or hereafter imposed by the provisions of this Declaration. In the event that any such enforcement action results in a judgment or order against the party against whom enforcement is sought, such judgment or order shall also include reasonable legal fees and costs to the party seeking enforcement. Failure to promptly prosecute such act shall not be deemed a waiver of rights under this Declaration.

E-3. Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

E-4. Amendment

This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

E-5. Notices

Any notices to be given or to be served upon any party hereto in connection with this Declaration of Protective Covenants, Easements and Restrictions, shall be in writing and shall be given by certified or registered mail, return receipt requested, in which case it shall be deemed given when received on the date shown on the return receipt notification. Alternatively, service shall be presumed complete after postal authorities provide the addressee no less than three (3) notices of attempted delivery and the addressee fails or refuses to accept service. Any party hereto may upon written

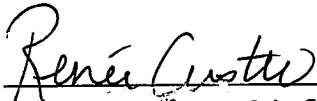
notice to the other party designate any other address in substitution of any previous address to which such notice shall be given. The address of the Developer shall be:

Custer Development Company
ATTN: STAN CUSTER, JR., PRESIDENT
2805 Old Post Road, Suite 200
HARRISBURG, PA 17110


IN WITNESS WHEREOF, this Declaration has been executed the day and year first above written.

ATTEST:

Custer Development Company



Renee Custer, Chief Financial Officer

By 
Stan Custer, Jr., President

