

**REVISED DECLARATION OF COVENANTS AND REGULATIONS
OF
THE ALLEVIEW HOME OWNERS ASSOCIATION**

This declaration, made this ____ day of _____, 2021 (“Effective Date”), by The Allenview Home Owners Association, Inc. a Pennsylvania Nonprofit Corporation, successor to Allenview, Inc., successor to Breneman and Calabrese. This Revised Declaration of Covenants and Regulations (“Revised Declaration”), is an amendment of and replaces in all respects the “Declaration of Covenants and Restrictions” of the Developer of Allenview Planned Residential Development dated June 6, 1985 and all previous amendments to said document up and until the above Effective Date. The Community is known as Allenview, located in Upper Allen Township, Cumberland County, Pennsylvania.

These Revised Bylaws and the Revised Declaration of Covenants and Regulations have been adopted to supersede, replace and amend all existing Bylaws and Declarations of the Association, including, but not limited to, The Previous Bylaws and the Declaration, by a verified vote of at least two-thirds (2/3) of the Living Unit Owners (one (1) vote per Living Unit) in accordance with Article IX, Section 1 of the Previous Declaration of Covenants and Restrictions. Verified by the attached affidavit.

WITNESSETH:

WHEREAS, The Allenview Home Owners Association, Inc. (“Association”) and the Owners of Allenview desire to amend, modify and replace in all respects the Developer’s Declaration of Covenants and Restrictions dated June 6, 1985, with its Amendments up and until the Effective Date (“Original Declaration”), to attempt to introduce best practices in running the Association and community, prevent confusion regarding Regulations, comply with the latest laws of the Commonwealth

of Pennsylvania and United States of America, to add and subtract Regulations, to set forth proper changes based on issues related to governance and current technological changes;

WHEREAS, Certain sections of the Original Declaration are better suited to be placed in bylaws. Simultaneously with the Revised Declaration of Covenants and Regulations the Association's Bylaws are being completely revised and replaced, to place items in a more natural location for corporate governance and for ease of use. The Association and Owners believe a wholesale revision is needed to prevent confusion and to provide for a clearer, more transparent form of governance. The Association and Owners desire a clearer understanding of their duties and obligations to each other and to the community;

WHEREAS, no real property boundaries, easements or right of ways are changed by this Revised Declaration;

WHEREAS, Association and Owners desire to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article I, together with such additions as may hereafter be made thereto (as provided in Article I), to the covenants, regulations, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, all real property related to Allenvue has been transferred to the Association or Owners; and

WHEREAS, The Association shall continue to govern under the Revised Declaration and Bylaws as originally desired by Developer when it had incorporated under the laws of Commonwealth of Pennsylvania, as a non-profit corporation, THE

ALLENVIEW HOME OWNERS ASSOCIATION, for the purpose of exercising the aforesaid functions;

NOW, THEREFORE, the Association and Owners declare that the real property described in Article II Original Declaration, and such additions thereto that were made by the Developer pursuant to it hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, regulations, easements, charges and liens (sometimes referred to as “Covenants and Restrictions”) hereinafter set forth.

ARTICLE I REGULATIONS

1.1 Existing Property. All Property within The Allenvue Home Owners Association, including Lots, Living Units, Common Property, Limited Common Property, the Existing Property is set forth in recordings in the Recorder of Deeds Office in Cumberland County Pennsylvania, as set forth in the pertinent subdivision plans, and former Declaration of Covenant and Restrictions and its amendments, said Property is incorporated into this Revised Declaration of Covenants and Regulations.

1.2 Restrictions and Regulations for Use and Development. Below the Association sets forth the Regulations for all Lots and Living Units, including but not limited to, Single-Family Attached Dwellings, Single-Family Semi-Detached Dwellings, and Single-Family Detached Dwellings, and usage on Common Property and Limited Common Property.

1.2.1 Destroyed or Rebuilt Property. If a property of any kind is destroyed, as defined by the Association, it must be rebuilt, reconstructed or rehabilitated to the same type of dwelling as previously existed and to a

similar appearance within two (2) years. Any and all plans to rebuild, reconstruct or rehabilitate or repair must be submitted to the Architectural Control Committee (ACC) and be approved by the Board. This application shall include drawings, plans and engineering documentation that ensures compliance with the architectural similarity to the rest of the Association. Building Repairs must be completed within twelve (12) months after damage occurs.

1.2.2 Exterior Changes. No exterior changes including buildings, siding, roofing, windows, doors, stucco, brick, structural changes to exterior of buildings, fences, walls, shrubbery, terraces, ground changes, trees, or other structures shall be commenced, erected or removed upon the Property, nor shall any exterior additions to change or alter the Property be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted in writing to the Architectural Control Committee and approved in writing by the Board of Directors or the Board's designee. In the event, said Board or its' designee fails to approve or disapprove such design and location within forty-five (45) days after said plans and specification have been submitted in writing to the proper address or email established by the ACC, as set forth on the Associations website, approval shall be deemed given, and the regulation will be deemed to have been complied with. Failure to comply with this regulation may result in fines, replacement of the property to its original state, and/or legal actions, where the attorney fees and cost of suit shall be the responsibility of the Owner of said property.

1.2.3 Fences, Hedges, Shrubs and Trees. Fences, hedges, shrubs and/or trees shall not be erected, planted, replaced or removed on any lot or along the lot lines of any lot without prior written submission to the ACC and approved by the Board of Directors or its' designee.

1.2.4 Structures. No outbuilding, accessory building, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence. No temporary structures or dwellings shall be erected or maintained on any lot except for those Living Units on lots exceeding two (2) acres after Board approval. A tent or canopy may be erected for up to forty-eight (48) hours for children to “camp” in their family’s back yard, with proper supervision or for a party. No construction, prefabricated or otherwise, or any concrete slab foundation shall be permitted unless specifically approved in writing by the Board after written submission to the ACC Committee.

1.2.5 Lot & Living Unit Usage. All lots and living units shall be used exclusively for residential purposes. No building or lot shall be used for any purpose other than a private dwelling for the Owner or his, her or their immediate family or by a Person or Person’s immediate family to whom the Living Unit Owner has leased the dwelling subject to the provision of these regulations.

1.2.6 Common Property. It is the responsibility of each Living Unit Owner to use Common areas in a responsible manner. The Living Unit Owner shall be financially responsible for any damage to Common areas or to property of other Living Unit Owners caused by themselves, their children, their pets, their guests or their service providers. All Living Unit Owners, guests, and trespassers on Common Property shall assume any and all risk of using the Common Property. Owner(s) shall indemnify the Association for their own and their guests acts and usage of the Common Property.

1.2.7 Business, In Home. A professional office may be maintained in a Living Unit, provided that its use is limited to the person actually residing in the dwelling and its use is in strict conformity with the provisions of any applicable zoning law, ordinance or regulation. No part of the property or

common ground shall be used in any way for any business, commercial, manufacturing, mercantile, storing, vending or other nonresidential purposes.

1.2.8 Lot Grade. No Living Unit Owner shall at any time raise or lower the grade of any lot above or below the grade established by the Declarant or Association without the prior permission of the Association's Board. Living Unit Owners are responsible for seeing that their lot, to the extent that it effects the neighboring lots, are protected from erosion and that storm drainage structures are not blocked so as to cause erosion problems.

1.2.9 Easements. All owners of living units are subject to all covenants, restrictions, rights of way, and easements of record, as well as subject to all present or future zoning ordinances or building regulations of Upper Allen Township, Cumberland County, PA.

1.2.10 Sight Distance. All trees, shrubs, and structures, shall be located and maintained so that the sight distance from vehicles is not obstructed at all street, driveway, or parking lot intersections.

1.2.11 Utility Service Lines. Electrical and cable service for all lots and dwellings constructed upon each lot shall be supplied only from underground distribution in accordance with the then current tariff provisions of the utility providing said service.

1.2.12 Lot Maintenance and Landscaping. All lots are to be maintained in clean and sanitary condition, as defined by and in the sole discretion of the Board, and all lawns, shrubs, trees, and other vegetation shall be groomed and maintained regularly as needed. This shall include all landscaping and yard maintenance, include all reasonable and regular irrigation, weeding,

weed control, fertilizing and pruning. Yards must consist of grass, or with approved mulch or other approved ground cover.

Living Unit owners are responsible for all landscaping at the front, back, and side borders of their homes.

Landscape edging materials must be of consistent size and shape (e.g., landscaping timbers, bricks, pavement stones), be natural in color (i.e., naturally occurring stone/rocks), and finished work must be even and of high-quality workmanship. Landscaping/mulched areas should have a well-defined border. Edging must be buried in the ground so that it remains vertical and does not interfere with mowing in the townhouse sections. All permanent landscaping installations (edging, borders, terraces, flower/planter boxes, etc.) require prior written ACC approval.

Prior written approval of the ACC is required before removing or planting any tree, shrub or bush. All shrubs and trees should be well-groomed and pruned. Trees or shrubs shall not encroach on any neighbor's property or Common Property or Limited Common Property. All Trees that overhang Common or Limited Common Property should be pruned to allow at least six (6) feet of clearance.

1.2.13 Vegetable Gardens. Vegetable gardens are only permitted within the rear property line and must be maintained in such a way that is not offensive to view from neighboring properties. Vegetable gardens are not allowed in front or side yards, or on Common or Limited Common Property. The Board has right to limit size and type of garden. In the townhouse sections, vegetable gardens shall not interfere with the building occupant's ability to transport trash bins, lawn maintenance, or ability of occupants to traverse the length of the backyards.

1.2.14 Compost Piles. Compost piles or bins of any kind are not permitted, with the exception that they are allowed in the Single-Family Homes after submission to the ACC committee regarding the kind and location of the container. The compost container shall be an approved container which mitigates smell and it shall be placed in a location that it cannot be seen from the street, nor can it be within twenty-five (25) yards of a neighbor's home.

1.2.15 Temporary Storage Unit (TSU) and/or Dumpster. Moving or Temporary Storage Units (TSU), sometimes referred to as PODS or temporary dumpster, must be placed only in the homeowners assigned parking space or driveway and must not infringe on neighboring parking spaces. At least forty-eight (48) hours in advance, the homeowner must notify the Association Administrative Manager of the date and time of arrival of the TSU or dumpster. TSUs or dumpsters must be removed within one (1) week of placement. Damage to parking asphalt, cement curbing, trees, and Common Property is the responsibility of the homeowner.

1.2.16 Outdoor Storage Areas. All items, e.g., bikes, trash cans, sports equipment, toys, grills, trash receptacles, furniture, rain barrels, etc. must be stored in areas appropriately located on the lot to the rear of the dwelling and set back from lot lines or in a location and manner approved by the ACC. Nothing may be left or stored on Common or Limited Common Property.

1.2.17 Outdoor Recreation Equipment. In ground swimming pools, swing sets, firepits, or installation of any sports related equipment are only possible in Single-Family Detached Dwellings after written submission to ACC and approval of the Association's Board. Above ground pools (other than temporary small kiddie wading pools that are less than eighteen (18) inches deep, no more than five (5) feet in diameter and kept in the rear of the Living Unit), are not allowed in the development.

Any equipment (e.g., recreational) used on Common Property by Living Unit Owners must be of a temporary nature and must be removed when not in use and must be removed by dusk. Any Living Unit Owner placing equipment in common area must first obtain prior written approval from the Association's Board before placing any temporary equipment.

1.2.18 Decks and Privacy Fences (between units). Submission of an ACC Request and prior written approval by the Association's Board is required before any addition, change (including staining or painting), repair, or replacement of deck, privacy fences or three-sided fence, and must follow current ACC policy.

1.2.19 Driveways. All driveways shall be bituminous asphalt or concrete. All driveways shall be maintained and have no potholes or cracks that are not sealable. It is recommended that asphalt driveways be sealed every three (3) years, and concrete driveways be sealed every five (5) years. It shall be in the sole discretion of the Board to determine that a driveway needs repaired based on aesthetics and usability.

1.2.20 Motor Vehicles. Only two (2), three (3) or four (4) wheeled motor vehicles shall be parked in parking lots or driveways in the community. No tractor trailer vehicles, or tractor cabs are allowed to be parked in the community, except moving trucks and vans in the process of moving a Living Unit Owner or tenant, or for a quick delivery of an oversized product from FedEx, UPS, Amazon or other delivery service. Non-passenger, uninspected, unlicensed and/or nonfunctional vehicles of any type shall not be permitted to remain overnight upon a driveway or parking lot within the planned community unless garaged.

1.2.21 Recreational and Other Vehicles. No boats, campers, trailers, or

other recreational vehicles shall be permitted to be parked on any street or anywhere on the lot for more than one (1) day, unless previously approved in writing by the Board or Board's designee or Administrative Manager. Other recreational vehicles, including utility trailers, are not allowed to be parked in any driveway or parking lot in the community. For lots with two (2) or more acres, utility trailers may be stored out of sight on the property. The utility trailer may not be used for storage.

1.2.22 Parking Spaces for Single-Family Attached Living Units (Townhouses). Each townhouse has a designated parking space(s) for their exclusive use. The use of such space by any other Member or person is prohibited and may be enjoined by the Association or the Members entitled thereto. The right to the exclusive use of such parking spaces and to its maintenance and designation by the Association shall be appurtenant to and shall pass with the title to each Living Unit.

Designated parking areas are:

- Townhouses numbered 450-470: driveway and designated numbered space in front of townhouse.
- Townhouses even numbers: 500-568: driveway.
- Townhouses odd numbers 501-509: two (2) designated numbered spaces in the parking lot associated with each numbered section.
- Townhouses even and odd numbers 600-960: two (2) designated numbered spaces in the parking lot associated with each numbered section.

Visitor parking spaces are available for short term, no more than seventy-two (72) hours, visitor only parking, and are not to be used by Living Unit Owners or renters. Unmarked parking spaces are not assigned to any resident and are meant to serve daily needs of residents and visitors. Parking

at any one time in these spaces shall not exceed twenty-four (24) hours. The unmarked spaces are not intended to be used for long term parking or permanent parking purposes. Overflow parking is available on Allenvue Drive. If anyone violates this or any other parking regulation or policy, then that vehicle is subject to be towed without notice at the vehicle owners' expense.

1.2.23 Trash Disposal. No lot shall be used or maintained as a dumping ground for rubbish or discarded food. No rubbish, trash or garbage, or any other waste material shall be kept or permitted on any lot or Common Property except in sanitary containers. Trash containers are not allowed to be stored in front or side yard(s) of the Living Unit, and if stored in the back of the home the containers must be stored within two (2) feet of the Living Unit. Trash containers may also be stored in a specially constructed area as approved by the Association's Board. All trash containers are to be numbered with the Living Unit number clearly visible. Trash containers are not to be placed at the curb until the evening before scheduled pick up and must be returned to the designated storage area by the end of trash pickup day. One large additional item (such as a Christmas tree, couch, washing machine) may be placed for pick up the evening before pickup. The Owner or tenant must make arrangements for said item to be picked up by their trash hauler or other entity. If the item is not picked up within twenty-four (24) hours it must be removed until proper disposal arrangements are made.

1.2.24 Burning of Trash. The burning of trash, rubbish, garbage, or other waste material including leaves and other tree products on lots or common ground is prohibited. Exception: Living Units situated on lots greater than two (2) acres when following township ordinances.

1.2.25 Livestock & Poultry. No animals, livestock, alligators, exotic animals,

poisonous snakes, constrictor snakes or poultry of any kind shall be raised or kept on any lot. However, dogs, cats, and other small household pets, such as hamsters, Guinea pigs, frogs or birds may be kept so long as they are not kept, bred or maintained for commercial purposes. Should any question arise as to what constitutes a household pet, the decision of the Board shall be final, binding and conclusive. The Board shall have authority to waive this provision for animals that are considered therapeutic to children or adults with Autism or other mental or physical disorders that a doctor deems appropriate.

1.2.26 Household Pets. Household pets shall at all times be on a leash with a handle when on common property and under control of owner or responsible person. No exterior housing of pets shall be permitted on any lot. No pet shall be allowed to roam freely. No owner shall allow or permit their pet to make loud, harsh noises to the extent that it shall disturb or interfere with the peace, quiet, rest, or sleep of other persons. All animal waste shall be cleaned up and discarded in a closed receptacle in accordance with existing trash regulations and township regulations. The Board has the right to request DNA testing of any animal as needed to resolve problems related to animal waste or identify offenders of this Regulation.

1.2.27 Nuisances. No noxious, unsightly, or offensive activity, including vehicle repairs, shall be conducted upon any lot, street, Common or Limited Common Property within the Planned Community. Nor shall anything be permitted to be done thereon which may be or may become an annoyance, nuisance, or aesthetically damage the Allenview community. Should any question arise as to what constitutes a nuisance, the decision of the Board shall be final, binding and conclusive.

1.2.28 Air Conditioner Units and Window Fans. Air conditioning units and

fans in windows or built into existing exterior surfaces are prohibited. Indoor units and equipment that is flush with the walls of a building may be permissible by submitting a request in writing to the ACC and obtaining prior approval of the Board.

1.2.29 Signs and Flags. No political signs or flags of any kind can be displayed to public view as it creates hostility amongst the community. Any other sign or flag not included within the Covenants and Regulations shall not be permitted, unless it is first submitted to the ACC for consideration for temporary display.

1.2.30 Signs. No sign of any kind shall be displayed to public view on any lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent. Directional signs to the open house may be placed on the day of an open house, but must be removed by the end of that day. One (1) contractor sign is permitted while the work is in process but is to be removed immediately when finished.

1.2.31 Flags. Only the official current or historical United States Flag, the Pennsylvania Flag, or Military Service Flag may be flown within the community. Flags may not exceed three (3) feet by five (5) feet. Flag placement on all Living Units need prior written approval for location of and flag placement from the ACC. Freestanding flagpoles placed in the yard are not permitted. All Federal laws must be complied with when flying these flags.

1.2.32 Ornamental Flags. Only one generic ornamental flag, (i.e., flowers, birds, etc.) not larger than twelve (12) inches by eighteen (18) inches is permitted to be displayed per yard. In the townhouse area, it must be placed in such a way that it does not interfere with lawn maintenance.

1.2.33 Seasonal Decorations. Temporary, seasonal holiday decorations may be displayed on Living Units' lots; however, the Association may adopt reasonable time, place, and manner restrictions for the purpose of minimizing damage and disturbance to other lot owners and occupants.

1.2.34 Satellite Dishes and Other Antenna. No outside television antenna, "earth station" radio antenna or towers of any kind are permitted to be erected on any Lot or Living unit. Satellite Dishes such as DirecTV and Dish Network Satellite dishes are permissible if less than eighteen (18) inches in diameter in the traditional circle, or twenty (20) inches by eighteen (18) inches oval dish diameter. Prior approval must be received for any other size dish by submitting an application to the ACC and receiving prior written approval from the Board. Satellite Dishes must not encroach upon Common Property or any other Living Unit Owner's property.

1.2.35 Solar Panels. Only roof mounted solar panel roof systems will be allowed in Single-Family Detached Dwellings. No other Living Unit or Lot is authorized to have any solar panel on the exterior of their property. Prior approval must be received by submitting an application to the ACC and receiving prior written approval from the Board.

1.2.36 Skylights. Skylights are allowed only in Single-Family Detached Dwellings. Prior approval must be received by submitting an application to the ACC and receiving prior written approval from the Board.

1.2.37 Paint and Stain Colors. The exterior colors of all dwellings, including but not limited to, shutters, fences, garage doors, exterior doors, decks, screen doors and siding, require ACC review and Board approval before any changes are made. Residents must choose from an established palette of paint colors, approved for their section of the community

1.2.38 Airbnb, VRBO, HomeAway, Flip Key or their equivalents. No short-term rental of any kind is permitted in any type of dwelling in Allenview. Short term rental is defined as any rental or stay that is less than one (1) year in duration. No Airbnb or its equivalent is allowed within the community. If any Living Unit Owner violates this regulation, the then Owner of the Living Unit shall pay a fine of \$1250.00 per month until the Living Unit is no longer used as a rental/leased property.

1.3 Violation of Covenants and Regulations. Owners of all Living Units are required to follow the Revised Declarations of Covenants and Regulations of The Allenview Home Owners Association. Failure to do so may result in fines and/or removal or replacement of unapproved action. If owners habitually (more than two (2) times in a calendar year) violate any of these regulations, the Board will take action and the fine amount will be three (3) times the regular fine amount.

1.4 Amendments. The Regulations in Article I are effective the 1st day of the subsequent month from the proper adoption of this Revised Declaration of Covenants and Regulations. Additions or changes to these Regulations shall be made if a quorum of thirty (30) percent of eligible members are present in person or by proxy at the beginning of the meeting and a vote by sixty (60) percent of the eligible Members in the Association for approval is obtained, and shall be binding as Regulations in Article I in accordance with the Revised Bylaws and the Revised Declaration of Covenants and Regulations.

1.5 Process. Any additional regulation, modification or deletion, shall be submitted in writing to the Association's Administrative Manager, who will forward it to the Attorney for the Association and the Association's Board of Directors. The submission must be published in the notice for the agenda of the next board meeting, unless it is deemed illegal or discriminatory. The submission must be made thirty (30) days prior that board meeting. The Board of Directors and

Attorney for the Association, if necessary, shall discuss the submission at a monthly meeting with the individual(s) who made the submission, as well as any concerned Members. The Association's board shall then make it a voting item on their next month's agenda with any further modifications. The Association's board shall have the power to table the item, vote to submit it to the membership, or vote no and disapprove the submission. If approved by the Board it shall be submitted to the Membership for a vote within thirty (30) days of said notice.

ARTICLE II

LEASING

2.1 Rental Cap. The Allenvue Planned Community shall consist of no more than twelve (12) Duplex Living Units and sixty (60) Townhomes or Single-Family Home Units as Rental/Leased Living Units. This breakdown is twenty-five (25) percent of the Living Units of the Community, no other interpretation of the breakdown is allowed. All current rental or leased properties shall be allowed to remain Rental or Leased Living Units if above the twenty-five (25) percent threshold. However, when a Rental Unit is sold and the threshold is still exceeded, then said Living Unit must be occupied by the Owner of said Living Unit until the Rental/Lease threshold falls below twenty-five (25) percent. If any Living Unit Owner violates this clause, the then Owner of the Living Unit shall pay a fine of \$1250.00 per month until the Living Unit is no longer used as a Rental/Leased property.

2.2 Leasing Rules. All Living Unit Owners who rent or lease his or her Living Unit must abide by the following rules in addition to those in 2.1.

2.2.1 The entire unit must be leased.

2.2.2 The lease must be for a minimum of one (1) year or more.

2.2.3 All leased Living Units shall have a lease or rental agreements in writing that must be submitted to the Association. If an Owner(s) is living in the unit with a roommate and no lease is entered into prior to the occupancy of the roommate, this Living Unit shall not be considered a rental unit. A lease must be entered into between the Owner and the tenant prior to the tenant occupying the Living Unit, including when tenants are family members or associates of the Owner, if not the property is not considered a Lease.

2.2.4 All leases and rental agreements shall state that they are subject to the requirements of all the Bylaws, Regulations and Rules of the Association

2.2.5 The Living Unit Owner must provide a copy of the Revised Bylaws of The Allenvue Home Owners Association and Revised Covenants and Regulations to the lessee at the time any lease or rental agreement is executed, and the lessee shall sign a receipt therefor. Copies of any amendments to the Revised Bylaws and/or Revised Covenants and Regulations received by the Living Unit Owner during the term of the lease shall be forwarded to the lessee upon receipt if the said amendment(s) affect the tenant's occupancy of the Living Unit.

2.2.6 A copy of such lease or rental agreement and a copy of the receipt referred to in 2.2.5 shall be furnished to the Association's Administrative Manager within ten (10) days after execution of the lease;

2.2.7 Notwithstanding that a lease may require the lessee to be responsible for the payment of the assessments/dues during the term of the lease, any such provision shall not relieve the Living Unit Owner of his obligation for payment of same in the event that the lessee fails to do so;

2.2.8 The Living Unit Owner leasing the Living Unit shall provide their then current mailing address to the Association's Administrative Manager and update as necessary;

2.2.9 It is the responsibility of the Living Unit Owner to ensure that the lessee abides by the Revised Bylaws, Revised Regulations and Rules and any fines or other penalties incurred shall be made upon the Living Unit Owner.

2.2.10 All questions or concerns the lessee has with the Association shall be directed to the Living Unit Owner, not the Association's Board. It is the responsibility of the Living Unit Owner to contact the Association's Board.

2.2.11 The Living Unity Owner is subject to a penalty as per 2.1 and/or Fine Policy for any violation of Article I.

2.3 Rights of Lessee. The rights of any lessee shall be subject to, and each lessee shall be bound by the Revised Bylaws of the Allenview Home Owners Association and Declaration of Revised Covenants and Regulations, and a default thereunder shall constitute a default under the lease.

ARTICLE III

PROPERTY RIGHTS IN THE COMMON PROPERTIES

3.1 Members' Easements of Enjoyment. Subject to the provisions of Article 1, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title or lease to every or Living Unit.

3.2 Title to Common Property

3.2.1 Rights-of-way and easements for streets, sanitary sewers and storm drainage with completed improvements in place shall be constructed in accordance with the applicable provisions of Upper Allen Township, and were offered for dedication to Upper Allen Township.

3.2.2 The title to common open space for parks, recreation and other common facilities with improvements in place is owned by the Association under the condition that the Association shall have or hire adequate staff to administer common facilities and maintain the common open space.

3.2.3 Easements for water, electric, telephone, television, and other utility services, shall be provided to the respective operating companies.

3.3 Extent to Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

3.3.1 The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Property and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission, and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

3.3.2 The right of the Association to take steps as are reasonably necessary to protect the above-described properties against foreclosure; and

3.3.3 The right of the Association, as provided in its Articles and By-Laws to suspend the enjoyment rights of any Member for any period during which any assessments, dues, and fines, etc. remain unpaid; and for any period not to exceed thirty (30) days for any infraction of its published regulations; and

3.3.4 The right of the Association to charge reasonable admission and other fees for the use of the Common Property; and

3.3.5 The right of individual Members to the exclusive use of designated parking spaces as provided in Article I hereof; and

3.3.6 The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the eligible Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by all Members entitled to cast eighty (80) percent of the votes has been recorded, agreeing to such dedication, transfer, purpose, or condition, and unless written notice of the proposed agreement and action thereunder is sent to every member at least ninety (90) days in advance of any action to be taken. It is understood and agreed that no such public agency or authority is obligated to accept any such dedication or transfer; and

3.3.7 In the event that the Association shall, at any time, fail to maintain the Common Property under its jurisdiction in reasonable order and condition in accordance with the development plan, Upper Allen Township may serve written notice on the Association or the Owners setting forth the manner in which the Association has failed to maintain the common open space in reasonable condition; and said notice shall include a demand that such deficiencies of maintenance be cured within thirty (30) days thereof and

shall state the date and place of a hearing thereon which shall be held within fourteen (14) days of the notice. At such hearing, the Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or the modifications thereof shall not be cured within said thirty (30) days or any extension thereof, the Township, in order to preserve the taxable values of the properties within Allenvue and prevent the common open space from becoming a public nuisance, may enter upon said common open space and maintain the same for a period of one (1) year. Said entry and maintenance shall not vest in the public any rights to use the common open space except when the same is voluntarily dedicated to the public by the residents and Owners. Before the expiration of said year, the Township shall, upon its initiative or upon the request of the Association call a public hearing upon notice to the Association and Owners to be held by the Township, at which hearing such Association and Owners shall show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township shall determine that the Association is ready and able to maintain said common open space in a reasonable condition, the Township shall cease to maintain said common open space at the end of said year. If the Township shall determine the Association is not ready and able to maintain said common open space in a reasonable condition, the Township may, at its discretion, continue to maintain said common open space during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. The decision of the Township in any such case shall constitute a final administrative decision subject to judicial review.

The cost of such maintenance by the Township shall be assessed ratably against the properties within Allenvue that have a right of enjoyment of the common open space and shall become a tax lien on said properties. Said

assessments or charges shall be subordinate in lien to the lien of any mortgage or mortgages on the property which is subject to such assessments or charges regardless of when said mortgage or mortgages were created or when such assessments or charges accrued, provided such subordination shall apply only to assessments or charges that have become payable prior to the passing of title under foreclosure of such mortgage or mortgages and the transferee shall not be liable for payment of any assessments or charges accruing prior to said foreclosure; but nothing herein shall be held to affect the rights herein given to enforce the collection of such assessments or charges accruing after sale under foreclosure of such mortgage or mortgages; and provided, further, that such charges accruing after sale shall also be subordinate in lien to the lien of any further mortgage or mortgages which are placed on property subject to such assessments or charges with the intent that no such charges shall at any time be prior in lien of any mortgage or mortgages whatsoever on such property The Township, at the time of entering on said common open space for the purpose of maintenance, shall file a notice of such lien in the office of the Prothonotary of the County on the properties affected by such lien within the planned residential development.

ARTICLE IV
PARTY WALLS, CHIMNEYS AND ROOFS FOR
SINGLE-FAMILY SEMI-DETACHED
AND SINGLE-FAMILY ATTACHED LIVING UNITS

4.1 Rules of Law to Apply. Each wall, chimney, roofline, which is built as part of the original construction of the Living Units upon The Properties and placed on the dividing line between the Living Units shall constitute a party wall, shared chimney or shared roof, and to the extent not inconsistent with the provisions of the Article, the general rules of law regarding party walls and/or of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

4.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall, shared chimney or shared roof shall be shared equally by the Living Unit Owners who make use of the wall, chimney, or roof in proportion to such use unless the damage has been caused by one of the Living Unit Owners.

4.3 Destruction by Fire or Other Casualty. If a party wall, shared roof or shared chimney is damaged by fire or other casualty, any Living Unit Owner who has used the party wall, shared roof or chimney may restore it, and if the other Living Unit Owner of the party wall makes use of the wall, shared roof or chimney, they shall contribute to the cost of restoration thereof without prejudice, however, as to the right of any such Owners to call for a larger contribution from the others under Pennsylvania law regarding liability for negligent or willful acts or omissions shall be allowed and should be followed.

4.4 Weatherproofing. Notwithstanding any other provision of this Article, a Living Unit Owner who, by his or her negligence or willful act, cause the party wall, shared chimney or roof to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

4.5 Right to Contribution Runs with Land. The right of any Living Unit Owner to contribution from any other Owner under this Article, shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE V

EXTERIOR MAINTENANCE

5.1 Exterior Maintenance. In addition to maintenance upon the Common Property, the Association, provides maintenance for each Single Family Attached Living Unit as follows:

5.1.1 Painting of windows, trim, shutters and doors as per maintenance schedule.

5.1.2 Underground down spouting.

5.1.3 Lawn care.

5.1.4 Snow removal.

5.1.5 Repair and replacement of sidewalks and stoops.

5.1.6 Mailboxes.

5.1.7 Lamp posts and light bulb.

5.1.8 White rail fences installed by the Association.

5.1.9 Delivery of tan bark for landscaping the front and side yards each Spring.

5.2 Living Unit Owner Responsibility. The repair, replacement, and/or maintenance of any other part of the exterior including chimneys, roofs and gutters/exterior downspouts are the responsibility of the Owner as are sewer and water lines not maintained by the township or utility.

5.3 Reimbursement of Cost. If the Association takes on the responsibility to perform maintenance on behalf of a Living Unit, the cost of such exterior maintenance shall be billed/invoiced to the Living Unit upon which such maintenance is done and shall be added as a separate charge to the Living Unit. The Living Unit Owner shall be responsible for this invoice and shall pay the

amount in twelve (12) equal installments. The Living Unit Owner may at any time within the twelve (12) months from receipt of the invoice pay more than the minimum monthly payment or may pay the entire amount due at any time within the twelve-month period. No interest is charged during this twelve-month period. However, if the Living Unit Owner does not pay the entire amount off in the twelve-month period the Living Unit Owner shall begin to pay eighteen (18) percent per year simple interest on the amount still due. If the payment is not paid off within eighteen (18) months the amount shall become late and subject to collection costs and attorney fees. The Living Unit Owner shall pay any and all collection costs, filing fees and attorney fees in the attempt to collect the amount still due. This amount shall be a lien and obligation of the Owner and shall be due and payable in all respects in the full amount on any resale certificate, and shall be considered a debt made in the last six (6) months as it shall automatically renew every month until paid off.

5.4 Access at Reasonable Hours. For the purpose solely of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any Living Unit during daylight hours on any day except Sunday.

ARTICLE VI GENERAL PROVISIONS

6.1 Duration. This Revised Declaration of Covenants and Regulations shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association on the Owner of any land subject to these Regulations, their respective tenants, joint owners, legal representatives, heirs, successors, or assigns, in perpetuity, unless an instrument signed by the then eligible Owners of sixty-seven (67) percent of the Living Units has been recorded, agreeing to change these

Revised Declaration of Covenants and Regulations, in whole or part, with the exception of Article I above, as set forth in Article I. For the purposes of meeting the sixty-seven (67) percent requirement, only Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Provided, however, that no such agreement to change shall be effective until one (1) month after the vote was recorded, and unless written notice of the proposed agreement is sent to every Living Unit Owner at least sixty (60) days in advance of any action taken.

6.2 Notices. Any notice required to be sent to any Member or Owner under the provisions of this Revised Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing, or Posted by the Administrative Manager or Administrative Manager's designee on Living Unit. The Administrative Manager or Administrative Manager's Designee(s) shall swear an affidavit subject to Perjury that they posted the notice on the Living Unit's Door or hand delivered it to someone over the age of eighteen (18) at the Living Unit.

6.3 Enforcement. Enforcement of the Revised Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant or Regulations; either to restrain violation or recover damages; and against the land to enforce any lien created by these covenants; the failure by the Association or any Living Unit Owner to enforce any Covenant or Restriction herein contained shall in no event be a waiver of the right to do so thereafter. There shall be no grandfathering of any exterior issue or failing to now meet the Regulations intent.

6.4 Severability. Invalidation of any one of these Covenants and Regulations by judgement or Court Order shall in no way affect any other provision which shall remain in full force and effect.

THE ALLENVIEW HOME OWNERS ASSOCIATION, INC.

By _____
President

ATTEST:

Secretary

(SEAL)

Commonwealth of Pennsylvania)
County _____ of _____) :

On this, the _____ day of _____, before me, a Notary Public, the undersigned officer, personally appeared, _____, President of The Allenvue Home Owners Association, Inc., know to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and that he executed same for the purpose therein contained.

Notary Public

My Commission expires _____

Affidavit of Vote

I, Bryan Simmons, hereby swear and affirm as follows:

On or about _____ of _____, 2021, a vote of the Allenview Membership/Living Unit Owner was taken to approve or disapprove by The Revised Declaration of Covenants and Regulations. This is an amendment of and replaces in all respects the “Declaration of Covenants and Restrictions” of the Developer of Allenview Planned Residential Development dated June 6, 1985 and all previous amendments to said document up and until the above Effective Date. The Community is known as Allenview, located in Upper Allen Township, Cumberland County, Pennsylvania

These Revised Declaration of Covenants and Regulations along with Revised Bylaws have been adopted to supersede, replace and amend all existing Bylaws and Declarations of the Association, including, but not limited to, The Previous Bylaws and the Declaration, by a verified vote of at least two-thirds (2/3) of the Living Unit Owners (one (1) vote per Living Unit) in accordance with Article IX, Section 1 of the Previous Declaration of Covenants and Restrictions.

The vote was taken and tabulated by _____ and verified by the Secretary of the Allenview Home Owners Association. The vote was _____ For passage and adoption of the new Revised Declaration of Covenants and Restrictions and Revised Bylaws to _____ Opposed to Passage. Therefore, the vote was proper and the tabulation confirmed passage of the measure by the requisite amount.

I hereby verify that the facts set forth in this statement are true to the best of my knowledge, information and belief. I understand that false statements made herein are made subject to the penalties of the 18 Pa.C.S.A. 4904 relating to unsworn falsification to authorities.

Date:
Bryan Simmons,
President of The Allenview Home Owners Association.

Sworn to and Subscribed
Before me this ____ day of _____, 20_____