

THIS CONVEYANCE is made subject to the following restrictions which are covenants running with the land of the Breezewood Park Association.

1. All lots in Breezewood Park Subdivision are to be used solely for residential and recreational purposes only and no commercial use shall be made of any lot. No lot shall be subdivided and conveyed smaller than one-half (1/2) acre, except to be added to and become a part of another lot. All lots shall be maintained in a neat and attractive manner.

2. No more than one (1) residence shall be constructed on any lot of one-half (1/2) acre or less and no more than one (1) mobile home, trailer, or camper type trailer shall be stored or parked on any lot of one-half (1/2) acre or less and on lots of more than one-half (1/2) acre no more than one (1) residence or trailer per one-half (1/2) acre.

3. Any sewerage disposal system installed on the property shall conform to the standards required by state and local authorities.

4. No rubbish, trash, garbage or other waste shall be kept or allowed to remain on the premises. All wastes and garbage shall be kept in containers with lids and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

5. Trucks, buses or cars or other unsightly vehicles of any type or description shall not be left abandoned on said lots.

6. No signs, bill boards or advertising of any nature shall be erected, placed or maintained on any lot nor upon any building erected thereon, except signs directing property for sale or directions thereto and said signs not to exceed a size of eighteen by twenty-four (18x24) inches.

7. No building shall be erected or maintained any closer than fifty (50) feet to the center of any street or road, not closer than thirty (30) feet to the side or rear of any adjoining property, with the exception that where two (2) or more lots are used together for the construction of one (1) dwelling, then the thirty (30) foot setback shall apply only to the outside lines. This likewise applies to trailers.

8. The grantee, heirs and assigns are members of Breezewood Park Association and shall be bound by the rules, regulations and by-laws enacted by said Association at any time.

9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs and cats or other domestic household pets may be kept provided that they not be kept, maintained or bred for any purpose, and provided that they are kept confined to the owners' lot in a clean, sanitary and quiet condition.

10. The owner of each lot shall provide for off street parking of vehicles and no road side parking is permitted.

11. No fence shall be permitted higher than four (4) feet except to enclose swimming pools and all fences must be maintained in good repair.

12. No act detrimental to the welfare of wildlife or vegetation will be permitted on a lot, and no hunting, shooting, trapping, poisoning, or the use of barbitides are permitted.

13. These covenants are to run with the land, and shall be binding on all persons and parties claiming under them, and shall be enforceable by such persons. In validation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions or restrictions shall remain in full force and effect.

14. Speed limit is 10mph thru Breezewood Park Association

BREEZEWOOD PARK ASSOCIATION, INC.
RULES AND REGULATIONS
(Revised 1987)

1. The following constitute the policy under which Breezewood Park is operated; all lot owners, their families, and guests, their heirs or assigns, are hereby so advised and made aware of same.
2. "Right of Way Common" is a right of way, the width of same determined by law, of each property front on which a roadway is constructed, such roadway cannot exceed one-half of the width of right of way of such property front. This right of way is granted to lot holders in common, their heirs or assigns, title of such travelling with the land, for their normal passage for purpose of ingress and egress.
3. Property in Breezewood Park is basically for residential or recreational use. In addition, light commercial activity is permissible. Such commercial use is prohibited if it creates offensive noise, sight, odor or immoral activity as judged by accepted residential community standards. Any structures, equipment or supplies used in conjunction with these activities must be visually compatible with the residential character of Breezewood Park.
4. Rules and regulations regarding the installation or parking of vehicles and the erection or construction of structures or fences will be set up, these to include the following:
 - a. No more than one permanent residence allowed per lot.
 - b. No roadside parking permitted.
 - c. No surface dumping is allowed on lot. Trash must be covered, concealed, and disposed of promptly.
 - d. A permanent structure may be located not less than 50 feet from center of road and no other structure will be located not less than 3 feet from the side of rear of the property except as necessary due to the contour of the land and as otherwise provided by laws and regulations of the county.
 - e. No act detrimental to the welfare of the wildlife or vegetation may be performed on a lot or in the Park area, (i.e. no hunting or shooting, trapping or poisoning being permitted.)
 - f. All vehicles, including recreation vehicles, must conform to posted speed limits and with state and local laws.
5. All domestic animals must be under control of the owner. They must not be allowed to encroach on other peoples' property. Also they must have received shots and vaccines as required by law.
6. All property owners are responsible for the conduct of members of their families and guests. The Association has the right to police and enforce all rules and regulations pertaining to the Park, and to take such action as it deems necessary to set forth the best interests of the Park and the Lot Owners. All of the above rules and regulations are subject to local and state laws.

This conveyance is made subject to the following restrictions which are, covenants running with the land.

1. All lots in Breezewood Park Subdivision are to be used solely for residential and recreational purposes only and no commercial use shall be made of any lot. No lot shall be subdivided and conveyed smaller than one-half acre, except to be added to and become a part of another lot. All lots shall be maintained in a neat and attractive manner.

2. No more than one residence shall be constructed on any lot of one-half acre or less and no more than one mobile home, trailer, or camper type trailer shall be stored or parked at any lot of one-half acre or less and on lots of more than one-half acre, no more than one residence or trailer per one-half acre.

3. Any sewerage disposal system installed on the property shall conform to the standards required by state and local authorities.

4. No rubbish, trash, garbage, or other waste shall be kept or allowed to remain on the premises. All wastes and garbage shall be kept in containers with lids and all incinerator or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

5. Trucks, buses, or cars, or other unsightly vehicles of any type or description shall not be left or abandoned on said lots.

6. No signs, bill boards, or advertising of any nature shall be erected, placed, or maintained on any lot nor upon any building erected thereon, except signs directing property for sale or directions thereto and said signs not to exceed a size of 18" by 24".

7. No buildings shall be erected or maintained any closer than 50 ft. to the center of any street or road nor closer than 30 ft. to the side or rear of any adjoining property, with the exception that where two or more lots are used together for the construction of one dwelling, then the 30 ft. set back shall apply only to the outside lines. This likewise applies to trailers.

8. The grantees heirs, and assigns are members of Breezewood Park Association and shall be bound by the rules, regulations, and bylaws enacted at any time by said Association.

9. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other domestic household pets may be kept provided that they not be kept, maintained, or bred for any purpose and provided that they are kept confined to the owners' lot in a clean, sanitary, and quiet condition.

10. The owner of each lot shall provide for off street parking of vehicles and no road side parking is permitted.

11. No fence shall be permitted higher than four feet except to enclose swimming pools and all fences must be maintained in good repair.

12. No act detrimental to the welfare of wild life or vegetation will be permitted on a lot and no hunting, shooting, trapping, poisoning, or the use of herbicides are permitted.

13. These covenants are to run with the land and shall be binding on all persons and parties claiming under them and shall be enforceable by such persons. In validation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions or restrictions shall remain in full force and effect.

**BY-LAWS OF BREEZEWOOD PARK ASSOCIATION, INC.,
A NON- PROFIT CORPORATION
REVISED MAY 18, 2013**

**Article I
INTRODUCTORY**

Section 1: These by-laws constitute the code of rules adopted by Breezewood Park Association, Inc. for the regulation and management of its affairs.

Section 2: This corporation will have the purpose or power as stated in its Articles of Incorporation:

“The purpose of the corporation is to promote, coordinate and manage certain activities incident to the common interest of the property owners of the residential and recreational community known as Breezewood Park located in Brush Creek Township, Fulton County, Pennsylvania. Specifically, the corporation will coordinate civic and charitable activities within Breezewood Park and with surrounding communities; promote the cultural flavor of social functions in consonance with Commonwealth and Fulton County objectives; carry out recreational and fraternal programs for the edification of property owners and guests, assume health and safety of persons within Breezewood Park through proper maintenance of common use roads, streets, access points and commonly owned recreational and/or social facilities, protect natural resources to the greatest extent practicable; regulate commercial and industrial functions carried on within Breezewood Park, enforce the present and future covenants between and among the property owners, and generally, manage Breezewood Park in the best interest of the property owners.”

**ARTICLE II
OFFICES AND AGENCY**

Section 1:

The principle office of the corporation will be located at Breezewood Park Development, located in Brush Creek Township, Fulton County, Pennsylvania, bounded on the north by the Lincoln Highway, U.S. Route 30, on the east, by the lands of the Pennsylvania Department of Forest and Waters, on the south by lands now or formerly of Orville Duvall and on the west by Pennsylvania Route 915. In addition, the corporation may maintain other offices within or without the Commonwealth of Pennsylvania as business requires.

Section 2:

The location of the registered office of this corporation is stated in the Articles of Incorporation. Such office will be continuously maintained in the Commonwealth of Pennsylvania for the duration of the corporation. A Board of Directors may from time to time change the address of its registered office by duly adopted resolution and amend its Articles or file the appropriate statement with the Department of State.

ARTICLE III
MEMBERSHIP AND DUES

Section 1:

Any adult person owning property in the area described in Article II, Section 1, will be a member of the Breezewood Park Association and subject to membership fees and assessments as established in open business meetings. For the remainder of this document, to be a member in good standing, the landowner must be current with their membership dues and compliant with the Conveyance set forth by the Association.

Section 2:

Membership fees are due January 1st of each year, with a 3 month (90 day) grace period. After April 1st, if dues are not paid in full, a penalty will be imposed at the rate of 5% per month. (see chart below).

If paid in January	\$100.00	If paid after May 1	\$110.25	If paid after Sept 1	\$134.01
If paid in February	\$100.00	If paid after June 1	\$115.76	If paid after Oct. 1	\$140.71
If paid in March	\$100.00	If paid after July 1	\$121.55	If paid after Nov. 1	\$147.75
If paid after April 1	\$105.00	If paid after Aug 1	\$127.63	If paid after Dec. 1	\$155.14

If dues are not paid by the end of the billing year, they will be turned over to the Fulton County District Court for collection. Any court costs incurred from this action will be the responsibility of the member in arrears.

Section 3:

Special assessments will be billed at the time of inception. Voting for special assessments will be done as stated in Article VI, Section 1.

Section 4:

Any landowner with up to four (4) adjoining lots, will be billed as one (1) unit. Any additional lots purchased by said landowner, whether adjoining or non-adjoining will be considered as individual lots and billed separately.

2 of 2

An audit committee was appointed by president Mark Melnyk. John Miller, Sara Cubbage, and Brandy Fries audited the treasurer's books and found everything to be in order.

2020 Association officers are:

President – Mark Melnyk 717-319-8108

Vice President – Dana Herr 814-735-3998

Treasurer – Phyllis Herr 814-735-3998

Secretary – Tina Melnyk 717-319-8108

Board Officers – John Miller (484-239-6055), Charles Price (410-443-1398), Richard Kee (443-994-3215), Ida Mae Forry (814-735-4846)

This letter you will find your 2020 membership dues invoice. Any extra dues remaining beyond annual maintenance.