



Ann M. Hess, Esq.

Lancaster Recorder of Deeds
Office of Recorder of Deeds, 150 N. Queen St., Suite 315

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ROD Improvement Fee	\$3.00
State Writ Tax	\$0.50
State JCS/Access to Justice	\$0.00
Affordable Housing	\$0.00
Local RTT Tax	\$0.00
State RTT Tax	\$0.00

Total: \$34.50

Local RTT Tax Breakout:

Document #: 20260021699

Receipt #: 26-17851

Clerk: Lgibson

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131 W MAIN ST
NEW HOLLAND, PA 17557-1203

I hereby CERTIFY that this document is recorded in
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Pennsylvania.



Ann M. Hess, Esq.

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**EASTWOOD MEADOWS THIRD AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

East Lampeter Township

THIS SECOND AMENDED DECLARATION is made this 23rd day of April , 2026, by EASTWOOD MEADOWS ASSOCIATES, a Pennsylvania Limited Partnership, maintaining a place of business at 417 East Ross Street in the City and County of Lancaster, Pennsylvania (hereinafter referred to as "Developer")

The original Declaration of Covenants, Conditions and Restrictions was signed December 7, 1981 and the Amended Declaration was signed December 30, 1983, and the second Amendment was signed April 18, 2006. The original Declaration is recorded in Deed Book S-83, Page 282 and the amended Declaration in Deed Book Q-87 Page 202, and the Second Amended Declaration in Instrument No. 6063460.

The following modifications and amendments are made to change the provisions of either or both of the original set of Declarations or the amended Declarations, but in all other respects, the original and amended Declaration of Covenants, Conditions and Restrictions are to remain in effect, except as provided in this Amendment.

**EASTWOOD MEADOWS THIRD AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

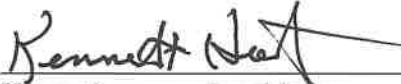
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5. Article X shall be renumbered Article XI, with all subsections being relabeled accordingly.
6. Article VI shall be amended as follows:
 - a. Articles VI 5.01 through 5.23 as originally approved and subsequently amended through the Second Amended Declaration of Covenants, Conditions and Restrictions shall be removed and relabeled as sections 6.01 through 6.23.
 - b. Article VI 5.01 as now amended shall read as follows: As of August 1, 2025, All properties/unites must be owner-occupied, unless grandfathered according to the restrictions of this Article.
 - c. Article VI 5.02 as now amended shall read as follows: No greater than thirty-five (35%) of the properties/units within the Eastwood Meadows Residents Association may be grandfathered as non-owner-occupied rentals.
 - d. Article VI 5.03 as now amended shall read as follows: Properties/units that were actively rented and not owner-occupied prior to August 1, 2025, may continue to operate as rental properties only under the following conditions:
 - i. 5.03(a) The homeowner must apply for and purchase a **Yearly Rental Permit**.
 - ii. 5.03(b) Each permit is valid from **January 1 to December 31** of the calendar year.
 - iii. 5.03(c) All applications for renewal must be received no later than **November 1** of the preceding year.
 - iv. 5.03(d) The Association reserves the right to 1) **Terminate any rental agreement** for violations of this amendment, or 2) **Refuse renewal** of any rental permit for any reason, provided the homeowner is given **60 days' written notice** prior to the expiration of the current term.
 - e. Article VI 5.04 as not amended shall read as follows: To maintain a valid rental permit, homeowners shall not be found to have committed any of the following violations. Failure to do so may result in termination or non-renewal of the permit:
 - i. 5.04(a) Failure to keep homeowner contact information current and up-to-date.
 - ii. 5.04(b) Failure to provide renters with a copy of the E.M.R.A. Bylaws
 - iii. 5.04(c) Failure to maintain the property in accordance with E.M.R.A. standards.
 - iv. 5.04(d) Failure to obtain a signed receipt from tenants acknowledging

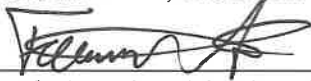
receipt of the Bylaws.

- v. 5.04(e) Failure to pay Association fees on time.
- vi. 5.04(f) Failure to renew the Rental Permit by the stated deadline.
- vii. 5.04(g) Failure to maintain an active trash collection service.
- viii. 5.04(h) Failure to keep mailbox access clear for postal delivery.
- vix. 5.04(i) Failure to keep pets leashed and clean up after them properly.
- x. 5.04(j) Failure to notify the Association when the property is vacant or when new renters move in.

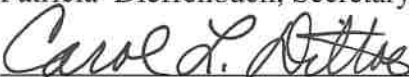
f. Article VI 5.05 as not amended shall read as follows: Violations of any rule listed in this Article may result in 1) Immediate termination of the rental agreement, 2) Non-renewal of the rental permit, or 3) Fines or additional administrative fees as determined by the Board. Homeowners will be notified in writing of any violation and given **15 days to remedy** before enforcement actions are taken.

In WITNESS WHEREOF, we, being all of the Directors of Eastwood Meadows Residents Association, Inc., have heretofore set our hands and seals this 23 day of April, 2026.

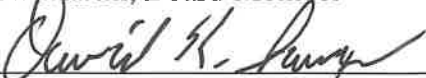

Kenneth Hertz, President

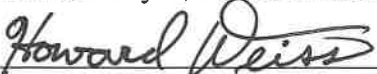

Frank Amador, Vice President


Patricia Dieffenbach, Secretary


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Howard Weiss, Board Member


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COMMONWEALTH OF PENNSYLVANIA

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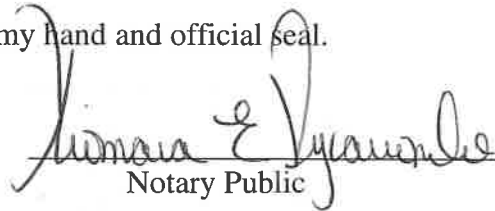
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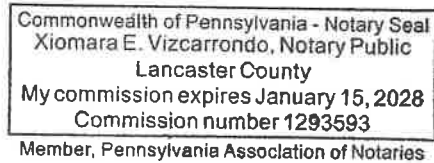
COUNTY OF LANCASTER

)

On this 23 day of April, 2026, before me, a Notary Public, the undersigned officer, personally appeared Kenneth Hertz, Frank Amador, Tywone Stewart, Carol Dittoe, Lew Martin, David Sawyer, and Howard Weiss, and acknowledged that they executed the same in the capacity therein stated for the purposes therein contained.

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


Notary Public



**APPROVAL OF PROPOSED AMENDED BYLAWS, DECLARATIONS, CONDITIONS
AND RESTRICTIONS**

This is to confirm that the East Lampeter Township Board of Supervisors, in a vote taken at its public meeting held on February 9, 2026, approved the proposed 2025 Amendments to the Bylaws of the Eastwood Meadows Residents Association, attached hereto as "Exhibit A", as well as the Amended Declarations, Conditions and Restrictions.

EAST LAMPETER TOWNSHIP
BOARD OF SUPERVISORS

By: 
Secretary

EXHIBIT A

THE FOLLOWING IS A SUMMARY OF THE INFORMATION CONTAINED IN THE ATTACHED DOCUMENTS:

1. THE INFORMATION CONTAINED IN THE ATTACHED DOCUMENTS IS FOR YOUR INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE.

Exhibit A

**THIRD AMENDED BY-LAWS OF EASTWOOD
MEADOWS RESIDENTS ASSOCIATION, INC**

This Amendment is being made this 21st day of May, 2026.

ARTICLE I — NAME

- 1.1 The name of the corporation is EASTWOOD MEADOWS RESIDENTS ASSOCIATION, INC., a non-profit corporation organized under the laws of the Commonwealth of Pennsylvania.
- 1.2 The registered office of the corporation shall be located at Post Office Box 10102 407 Larkspur Loop, Lancaster, Pennsylvania, or at such other place within the Commonwealth of Pennsylvania as the Board of Directors may from time to time determine. [Revised 1/06.]

ARTICLE II — DEFINITIONS

- 2.1 "Association" shall mean and refer to Eastwood Meadows Residents Association, Inc., its successors and assigns.
- 2.2 "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- 2.3 "Common Open Space" or "Open Space" shall mean all real property owned by the Association for the common use and enjoyment of the owners.
- 2.4 "Lot" shall mean and refer to any plot of land shown on any recorded subdivision map of the properties with the exception of the Common Open Space.
- 2.5 "Owner" shall mean and refer to the record owner, including Developer whether one or more persons or entities, of the fee simple title to any lot, which is a part of the properties, including installment sales sellers, but excluding those having such interest merely as the security for the performance of an obligation.
- 2.6 "Development" shall mean the seventy-six lots in Phase I of Eastwood Meadows. When Common Open Space for subsequent phases is transferred to the Association, the "Development" shall be expanded to constitute all of the lots in that phase.
- 2.7 "Developer" shall mean and refer to Eastwood Meadows Associates, a Pennsylvania Limited Partnership, its successors and assigns.
- 2.8 "Declaration" shall mean and refer to the Eastwood Meadows Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Office of the Recorder of Deeds for the County of Lancaster, Commonwealth of Pennsylvania, on the 8th day of December 1981, in Record Book S, Volume 83, and Page 282.
- 2.9 "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III — MEMBERS AND VOTING RIGHTS

3.01 Membership -- Every owner of a lot, which is subject to assessment, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment.

3.02 Voting Rights -- The Association shall have one class of voting membership:

(a) Class A Members shall be all owners and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as such persons among themselves may determine, but in no event shall more than one vote be cast with respect to any lot. [Revised 1/06.]

ARTICLE IV — MEETINGS OF MEMBERS

4.01 Annual Meetings -- The first annual meeting of the members shall be held within one year from the date of incorporation of the Association. Subsequent regular annual meetings of the members shall be held in the second week of November or at such other time as the Board of Directors shall direct, but in no event less than annually. [Revised 1/06]

4.02 Special Meetings -- Special meetings of the members may be called at any time by the President of the Board of Directors, or upon the written request of one-fourth (1/4) of all members entitled to vote without regard to class of membership.

4.03 Notice of Meeting -- Written notice of each meeting of the members shall be given by or at the direction of, the Secretary or person authorized to call the meeting by posting the monthly meeting on the Association announcement board next to the entrance to Eastwood Meadows not less than seven (7) nor more than thirty (30) days in advance of the meeting to each member entitled to vote thereat. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting. [Revised 1/06.]

4.04 Quorum -- The presence at the meeting of members entitled to cast or proxies entitled to cast sixty percent (60%) of the votes of each Class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such

subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

- 4.05 Proxies -- At all meetings of members, each member may vote in person or by proxy. Proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease on conveyance by the member of his lot.

ARTICLE V — BOARD OF DIRECTORS

- 5.01 Number of Directors -- The affairs of this Association shall be managed by a Board not to exceed fifteen (15) directors. [Revised 1/06]
- 5.02 Term of Office -- At each annual meeting the members shall elect three (3) directors for a term of two (2) years each. [Revised 1/06]
- 5.03 Removal -- Any director may be removed from the Board with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of the director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term as his predecessor.
- 5.04 Compensation -- No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.
- 5.05 Unanimous Consent of Directors -- The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI — NOMINATION AND ELECTION OF DIRECTORS

- 6.01 Nomination -- Nomination for election to the Board of Directors shall be made by a Nominating Committee or by the Board of Directors. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at the meeting before the annual meeting of the members, to serve from the time of their appointment until the close of the next annual meeting and such appointments shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members, subject to the limitations of Section 4.01 of Article IV. [Revised 1/06.]

requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote.

- (b) Supervise all officers, agents, and employees of this Association and to see that their duties are properly performed.
- (c) As more fully provided in the Declaration to:
 - 1. Fix the amount of the annual assessment against each lot during the first quarter of each year.
 - 2. Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of the due date of each assessment.
 - 3. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the owner personally obligated to pay the same.
- (d) Issue, or to cause an appropriate officer to issue, on demand by any person, a certificate setting for whether or not the assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of payment.
- (e) Procure and maintain adequate liability and hazard insurance on the property owned by the Association.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (g) Cause the Common Area to be properly maintained.

ARTICLE IX — OFFICERS

- 9.01 Identification of Officers -- The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.
- 9.02 Election of Officers -- The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.
- 9.03 Term -- The officers of this Association shall be elected annually by the Board and each shall hold office for two(2) years unless the officer shall sooner resign, or shall be removed or otherwise disqualified to serve.
[Revised 1/06.]
- 9.04 Special Appointments -- The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for

Board, they will receive a 50% reduction on annual dues for the association. [Added 1/06.]

ARTICLE X — COMMITTEES

- 10.1 The Association may appoint a nominating committee as provided in these By-Laws. In addition thereto, the Board of Directors shall appoint such other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI — BOOKS AND RECORDS

- 11.01 Books and records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. A Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, and the By-Laws and any amendments thereto shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XII — MAINTENANCE ASSESSMENTS

- 12.01 Lien of Assessments -- The Developer, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (a) Annual assessments or charges; and
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of the property at the time when the assessments fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

- 12.02 Purpose of Assessments -- The assessments levied by the Association shall be used exclusively for the improvement and maintenance of the Common Open Space and to promote the recreation, health, safety, and welfare of the residents in the properties.

- 12.03 Annual Assessments -- The minimum annual assessment shall be \$70.00 per lot or such larger amount as shall be fixed by the Board of Directors.
[Revised 1/06.]

ARTICLE XIII — AMENDMENTS

- 13.01 Meetings -- These By-Laws may be amended at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration, the Veterans' Administration, or the Federal National Mortgage Association shall have the right to veto amendments while there is Class B membership.
- 13.02 Conflicts -- In the case of any conflicts between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control' and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV — MISCELLANEOUS

- 14.1 Fiscal Year -- The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of the incorporation.
- 14.2 Annexation -- It is intended that additional Common Open Space may be conveyed to the Association, provided that said conveyance shall be limited to other phases of Eastwood Meadows, or the Dolmer Farms Development, and upon the mandatory membership in this Association of residents in those particular properties. It is understood that any and all property to conveyed to the Association shall be accepted by the Association subject to the right to assess owners and Developer in that phase of development for which that Common Open Space is situate. In no event shall any Developer or subsequent Developer have any more voting rights then as are set forth specifically in Article III.

ARTICLE XV — MISCELLANEOUS APPROVALS

- 15.1 It is intended that these By-Laws and the formation and operation of the Association as set forth herein shall comply with all requirements of the Federal Housing Administration (FHA), the Veteran's Administration (VA), and the Federal National Mortgage Association (FNMA). In the event it is necessary to modify or alter any By-Law set forth herein or with respect to the annexation of additional properties, or the dedication of Common Open Space, said amendment shall be made by the Board of Directors and each member shall have deemed to agree to said Amendment. Said amendment need not be made pursuant to the terms of Article XIII herein, but such action should be ratified at the next annual meeting of members.
- 15.2 [Removed 03/26]

In WITNESS WHEREOF, we, being all of the Directors of Eastwood Meadows Residents Association, Inc., have heretofore set our hands and seals this 21st day of May, 2026.

Kenneth Hertz
Kenneth Hertz, President

Frank Amador
Frank Amador, Vice President

Tywayne Stewart
Tywayne Stewart, ~~Secretary~~ Board Member

Carol L. Dittoe
Carol Dittoe, Board Member

Lew Martin
Lew Martin, Board Member

David H. Sawyer
David Sawyer, Board Member

Howard Weiss
Howard Weiss, Board Member

Patricia Diefenbach
Patricia Diefenbach, Secretary

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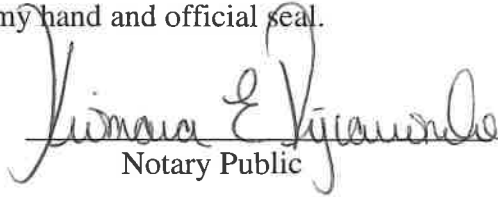
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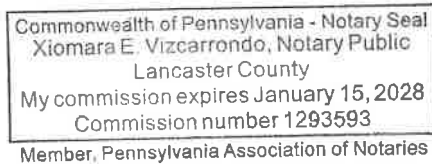
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COUNTY OF LANCASTER)

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Notary Public



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