

*Amended and Restated*  
**DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS,  
RESTRICTIONS, EXCEPTIONS, RESERVATIONS AND CONDITIONS  
FOR TRACES OF LATTIMORE**

*TRACES OF LATTIMORE is a residential Lot subdivision with common area located in Delaware Township, Pike County, Pennsylvania, and is a planned community as defined in the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §5101 etc. The planned community was in existence before the effective date of the Act, February 2, 1997.*

**THIS IS AN AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, ETC. FOR TRACES OF LATTIMORE** (the "Declaration") made by *Traces of Lattimore Community Association, Inc.*, a nonprofit corporation (the "successor declarant" or "the Association"), applicable to all land in the real estate development known as Traces of Lattimore, Delaware Township, Pike County, Pennsylvania ("Traces of Lattimore", the "Development" or the "community").

**BACKGROUND**

WHEREAS, Lattimore Development Associates, the original developer of Traces of Lattimore by a Declaration dated February 17, 1984 and recorded in the Office of the Recorder of Deeds, etc in and for Pike County in Deed Book 913 at page 235, etc (the "Original Declaration"), declared that all property located in Traces of Lattimore shall be subject to the Declaration, as amended from time to time.

WHEREAS, the Association is now the Owner of all real estate conveyed by Deed dated May 14<sup>th</sup>, 2001 from Traces of Lattimore Community Association and Lakeside Investors, a Pennsylvania partnership, which Deed was recorded in the Office of the Recorder in and for the County of Pike, State of Pennsylvania on May 14, 2001 in Deed Book No. 1883 at page 972. That deed, among other things, conveyed to the Association in its capacity as the successor declarant for Traces of Lattimore all of the common area now located in Traces of Lattimore.

WHEREAS, the Owners of the residential Lots in the community and the Association have deemed it necessary and appropriate to adopt amendments to the Original Declaration as contained herein in order to further enhance and protect the value and desirability of the real property as a whole and to further enhance and protect the value, desirability and attractiveness of each of the Lots in the real estate development known as Traces of Lattimore Community Association in particular.

**DECLARATION**

NOW, THEREFORE, the Association hereby declares that the real property described on Exhibit "A" attached hereto and incorporated here by reference, is and shall be held, used and occupied subject to the terms and conditions of this Amended and Restated Declaration, which is declared and agreed to be in furtherance of a uniform plan for the development of the real property. This Declaration is intended to enhance and protect the value and desirability of the real property as a whole and to enhance and protect the value, desirability and

attractiveness of each of said Lots situate in the real estate development known as Traces of Lattimore in particular. This Declaration shall continue the legal scheme of servitudes upon each of the Lots and the common area, and to create reciprocal rights and duties between and among the Owners of all of the Lots, and their respective Grantees, heirs, devisees, successors and assigns. All of the provisions of this Declaration shall be deemed to run with the land and to create burdens and benefits to the Association and to all Lot Owners, their respective heirs, successors, successors-in-title and assigns.

## I. DEFINITIONS

The following definitions or meanings shall apply to the words and phrases throughout this Declaration unless a different or contrary meaning is clearly specified:

1. "Association" shall mean Traces of Lattimore Community Association, Inc., its successors and assigns, a nonprofit corporation located at Doolan Road, Delaware Township, Pike County, Pennsylvania, and a mailing address of Post Office Box 921, Dingmans Ferry, Pennsylvania 18328. Unless specifically stated in this Declaration as requiring decision of the membership of the Association, any requirement for a decision of the Association shall mean a decision of its Board of Directors.
2. "Development" or "community" shall mean all real property and improvements comprising the Traces of Lattimore development and as referenced on Exhibit "A", situate in the Township of Delaware, County of Pike and Commonwealth of Pennsylvania.
3. "Official Map" shall mean each approved and recorded subdivision map or other official plan for the Development designating a "Section" and "Lots" and other parcels within such "Section" and which is filed of record in the Office for the Recording of Deeds, etc., at Milford, Pennsylvania, in and for Pike County, Pennsylvania.
4. "Lot" shall mean a separate parcel of land that is part of the Development intended for residential use by a single family and intended to be improved with one Single-Family Dwelling only. A Lot is specifically designated and numbered on an "Official Map" for the Development by Arabic numeral or numerals.
5. "Single-Family Dwelling" shall mean a residential building designed and intended to be occupied as the residence of the members of a one immediate family or by a family made up of no more than three unrelated persons.
6. "Individual On-Lot Sewage System" shall mean a system of piping, tanks and other facilities serving one Lot which system collects, treats and disposes of domestic sewage into an absorption area in compliance with all applicable state and local regulations.
7. "Section" shall mean a contiguous part of the Development so designated on an "Official Map". A "Section" is composed of "Lots" and common area.

8. "Covenant" or "Declaration" shall mean one or more of the covenants, easements, restrictions, etc. contained in this Amended and Restated Declaration, as well as any of the other rights, duties, privileges, benefits, conditions, reservations, terms or provisions contained herein.
9. "Grantee" or "Owner" shall mean the person or persons other than the Association (including individuals, trustees, corporations and other legal entities) named as Grantee in an Agreement of Sale, Deed or other instrument conveying title to a Lot in the Development and their respective heirs, executors, administrators, successors, successors-in-title and assigns. The singular of "Grantee" shall include the plural, and all nouns, pronouns of other parts of speech shall include the masculine, feminine and neuter reference.
10. "Tenants" shall mean persons who rent a single-family dwelling from the Owner/member. In all cases, tenants shall be directly subject legally to the Declaration, Bylaws and Rules and Regulations of the Association. The minimum period for renting a home on a Lot in the Community shall be six (6) months. Tenants occupying a single-family dwelling are subject to the same limitations on occupancy as all Owners. All tenants shall be registered with the Association.
11. "Utility" shall mean a corporation or other entity organized and existing under the laws of the Commonwealth of Pennsylvania for the purposes of operating, maintaining, and improving the central water system serving the Lots in the Development.
12. "Recreational Facilities" or "Common Area" shall mean all common area and recreational amenities located in the Development and intended to be used by all Lot Owners, subject to the requirements of the governing documents of the community (this Declaration, the Association's Bylaws and its rules and regulations). Use of the common area is conditioned on the timely payment of dues, charges, fines, and fees imposed by the Association upon Lot Owners and on compliance with all other requirements of the community's governing documents. The Association shall own said Recreational Facilities and amenities. All other Recreational Facilities that may be constructed by the Association or which may be acquired by the Association in the future shall be included within this definition.
13. "Private Road" shall mean a private road or street located or to be located in any part of the Development and any extension of such road or street through any other part of the Development necessary for ingress, egress and regress to and from public highways. The definition of "private road" also includes bridges, if any.
14. "Good Standing" shall mean a Lot Owner's being in compliance with all of the obligations arising under the governing documents of the Community.

## II. GRANTEE'S RIGHT TO USE PRIVATE ROADS

1. The Association hereby covenants and agrees that Grantee shall have ingress, egress and regress at all times on the Private Roads in common with the Association, Utility and all other Lot

Owners in the Development. Grantee will be entitled to use all subsequent easements to Recreational Facilities acquired by the Association if the Grantee is in Good Standing.

2. The Association may from time to time change or alter the location of any road or any part of any road so long as such alteration or change does not result in the taking of any part of Grantee's land, materially alter or reduce Grantee's road frontage or access to the road or roads abutting Grantee's land at the time of conveyance to Grantee or materially increase the distance from Grantee's land to any public highway.
3. This Declaration shall not be interpreted, construed or deemed as dedicating any private road in the Community to public use; and all private roads in the Community shall remain private unless expressly granted and conveyed by a good and proper Deed to the municipality.
4. The Association expressly reserves the right to cause any private road in the Community to be dedicated to public use and hence to be a public highway when accepted by the municipality.
5. Grantee shall have a right to use, but not have title to, any part of a private road in the Community, whether or not Grantee's land abuts any private road in the Community.

### III. WATER SYSTEM

1. Unless stated otherwise in this Declaration, the Owner of each individual Lot shall be solely responsible for the installation and maintenance of a water well on his property to provide water service to any dwelling constructed thereon. The Owner shall install, maintain, and use the water well in accordance with any applicable federal, state, and local laws or regulations. All Lot Owners agree to release the Association and save it harmless for any claims arising out of the installation, maintenance or use of the water well installed on the Owner's Lot.
2. The Owners of Lots 2, 3, 4, 7, 8, 9, 10, 27, 28, 29, 30 & 31, however, shall have the option to supply water to the dwellings on any of these properties by connecting the dwelling to the existing central water system presently servicing those Lots. Any Lot Owner exercising the option to utilize the central water system servicing these Lots agrees to be responsible for a proportionate share of all expenses incurred in connection with the maintenance, repair and replacement of the central water system, together with the other Lot Owners utilizing that system. The Association makes no representation as to the condition of the central water system; and any property Owner exercising the option to use the same accepts the system in "as is" condition and agrees to release and hold the Association harmless for any claims by the property Owner or by a third party arising out of the condition or use of the central water system.
3. The Owners of Lots 2, 3, 4, 7, 8, 9, 10, 27, 28, 29, 30 & 31, their agents and contractors, shall have a shared easement for the purposes of ingress and egress to those Lots and for the installation, maintenance, repair and replacement of the central water system.

#### IV. SEPTIC SYSTEM

1. The Owner of each individual Lot shall be solely responsible for the installation, maintenance, repair and replacement of a septic system on the Lot to provide proper waste disposal for any dwelling constructed on the Lot. The Owner of the Lot shall install, maintain and use the septic system in accordance with any applicable federal, state and local laws or regulations. The individual Lot Owners agree to release the Association and save it harmless for any claims arising out of the installation, maintenance or use of the septic system installed on their properties. Each person who owns a property on which a septic tank is located within the Community shall also comply with the following:

- a. Have the septic system tank on their property cleaned by a properly licensed pumper/hauler at least every three years or whenever inspection of a septic system reveals that septic system tank is filled with solids or scum in excess of one third (1/3) the liquid depth of the tank, whichever is later.
- b. Provide the Association with a receipt, in a form approved by the Association, documenting date on which septic system tank was cleaned or inspected by a Pennsylvania licensed pumper/hauler, documenting that solids and scum in septic system tank has not reached a depth that requires cleaning in accordance with criteria of Section IV.1.a. The Receipt must be submitted to the Association within 30 days of cleaning or inspection.
- c. Inspect the septic system tank at least every two years (within 24 months of previous inspection) until septic system is cleaned. When septic system tank is cleaned, an Owner can wait three years before the next inspection in accordance with criteria in Section IV.1.a.

#### V. PROTECTIVE COVENANTS AND PERMITTED USES OF LOTS

##### 1. Single Family Dwelling and Use

A Lot in the Community may be improved with one Single Family Dwelling only and occupied as a residence by a Single Family, as defined in this Declaration.

##### 2. Accessory Outbuildings

No garage or shed shall be built on any Lot unless a dwelling is constructed on that Lot. No garage, shed, tent, temporary building, or partially completed building shall be used for home habitation. Chemical toilets may be temporarily permitted by the Committee during the dwelling construction period. No trailer, tent, barn, outbuilding, shack or other temporary building shall be erected on a Lot. No house shall be occupied prior to completion.

3. Fences.

All property lines shall be kept free and open and no fences, hedges or walls shall be constructed except as permitted by the "Environmental Committee", hereinafter referred to as "Committee", with the exception of existing stone walls which may be restored by the Lot Owner.

4. Completion of Construction.

Exterior construction of any building and all backfilling and grading must be completed within twelve (12) consecutive months from the commencement of construction. Improvements on which construction has been interrupted for ninety (90) consecutive days and improvements partially or totally destroyed and not rebuilt or refurbished within twelve (12) months of the date of the partial or total destruction shall be deemed and declared to be a nuisance under this Declaration. The Association may, after thirty days (30) written notice to the Lot Owner, remove any nuisance or repair or complete the same at the cost and expense of the Lot Owner. The costs and expenses incurred by the Association in completing, removing or repairing the nuisance shall automatically be a lien upon the Lot and be assessed against the Lot Owner. If any such charge or assessment is not paid within fifteen (15) days of notice to the Lot Owner, then such assessment and charge shall be delinquent and shall together with interest and cost of collection be a continuing lien upon the Lot and shall bind the Lot until paid, even if title to the Lot passes to a new Owner. If the charge and assessment is not paid timely, the Association may bring an action at law against the delinquent Owner personally or foreclosure the lien against the Lot. Any judgment obtained shall include interest on the charge and assessment as above provided and reasonable attorney fees together with the costs of the legal action. The Association and all of its agents, employees and contractors shall not be liable in any manner whatsoever for any claim of damage which may result from any removal, demolition or construction performed under this paragraph.

5. Maintenance of Lots.

Each Lot whether improved or unimproved, and all improvements erected upon each Lot shall at all times be maintained in a neat and clean condition; rubbish and debris removed; and weeds controlled. All structures on a Lot shall be properly painted and maintained. If any Lot or any improvement thereon is not so maintained, the Association may, after thirty (30) days written notice to the Lot Owner, maintain, restore or repair the Lot and/or improvement, the cost of which shall be added to and become a part of the annual charge to which such Lot is subject by this Declaration. The Association and all of its agents, employees and contractors shall not be liable in any manner whatsoever for any claim of damage which may result from any such maintenance, restoration or repair work performed under this paragraph.

6. Subdivision.

No Lot shall be resubdivided, except that adjacent Lot Owners may, with municipal approval, divide the Lot located between their Lots and join each part permanently to their respective Lots. No construction of any kind whatsoever may take place upon any portion of the subdivided Lot. Any such resubdivision of a Lot shall not reduce the annual assessments, charges, commissions and fees due the Association imposed upon those Lots, nor shall the resubdivision reduce the charges imposed

and payable for the road system, or any other common expenses. Except as expressly provided otherwise herein, the Owners of the resubdivided Lot, shall be assessed a *pro rata* share of all such assessments, charges commissions and fees.

7. Nuisance.

No Lot or any improvement erected thereon in accordance herewith shall be used in whole or in part for the storage of rubbish of any character whatsoever, or for the storage of any materials or things that will cause or may cause such Lot to appear in any unclean or untidy condition or that will be obnoxious to the eye or ear, nor shall any substance, thing or material be kept upon any Lot or in any improvement erected thereon that will permit or cause the discharge any foul or obnoxious odors, or that will cause any unreasonable noise that will or may disturb the peace, quiet, comfort, or serenity of the occupants of contiguous property.

8. Signs.

Unless permitted in writing by the Committee, no signs of any type whatsoever shall be erected or maintained upon any Lot or improvement. The Association, in exception, reserves the right to erect such signs as deems necessary.

9. Animals.

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot or in any improvement. Dogs, cats or other household pets may be kept, provided that such household pets are not kept, bred or maintained for any commercial purpose and provided that all such household pets shall be restrained or kept under the Owner's control and kept reasonably confined while outside any structure so as not to become a nuisance.

10. Vehicles, Trailers, and Watercraft.

No camper, trailer, watercraft or unlicensed or inoperable Motor Vehicle may be kept or parked on any Lot except in an enclosed garage or on the Lot in an appropriately screened area to the rear or side of the Lot so as not to be visible to neighbors or from the roadway. The term Motor Vehicles as used herein shall include, but shall not be limited to, automobiles, trucks, snowmobiles, motorcycles, trail bikes and other off-road motorized equipment. No Motor Vehicle shall be parked on the improved road surface and shoulder of any private road in the Development, whether or not the vehicle is in functional order. The Association shall have an unrestricted right to remove all vehicles and other equipment parked or kept in violation of this covenant. The Association may delegate this duty to the Committee. The Grantee(s) shall reimburse the Association, its successors and assigns, in the removal of vehicles parked in violation of this covenant. The Grantee(s) hereby release, remise, discharge and hold harmless the Association, its successors and assigns, and any agent, servant or employee of the Association from any and all liability for or arising from any such removal of vehicles. Minibikes, trail bikes, snowmobiles and other similar types of vehicles, however, shall not be permitted within the Development unless duly registered and licensed with the Commonwealth and with the Association; shall not used on the Traces of Lattimore Community Association property; and shall also be subject to the rules and regulations established by the Traces of Lattimore Community Association.

11. Traffic Safety and Community Safety.

Grantee(s) will be liable to pay a special assessment to the Association, or a Committee if the Association delegates this duty and right to a Committee, for the violation of traffic, safety and security rules and regulations that apply to the private roads and all other property in the Development, which rules and regulations will include, but not be limited to, the following: failure to observe stop signs and other traffic direction signs; reckless driving; failure to observe rules and regulations at marked pedestrian, automobile, bicycle, riding horse, etc. crossings; and all other rules and regulations pertaining to the safety, security, convenience, health and welfare of the entire Community. All such special assessments shall bear a reasonable relationship to the budgeted cost of the Association or the Committee for security and the policing of any such rules and regulations and which assessments may be set forth on a schedule of fairly apportioned assessments for specified violations which shall be published and/or posted in the manner as provided for other rules and regulations by the Association or the Committee. The Grantee who is the then Owner of the Lot shall be liable for and responsible to pay all such special assessments for violations and infractions of such rules and regulations by the following persons;

- (a) The spouse, children and any other persons constituting the household of an Owner/Grantee;
- (b) Lessee, children, and any other persons constituting the household of Lessee; and
- (c) *Bona fide* guests of an Owner/Grantee, and of a Lessee from Owner/Grantee.

12. Garbage and Refuse Disposal.

No Lot Owner shall burn or permit the burning out of doors of garbage, trash or other household refuse. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall be kept in sanitary containers which shall be subject to rules and regulations established by the Committee. The Association expressly reserves the right to approve or disapprove the location on the premises of sanitary containers for the disposal of trash, rubbish and other wastes.

13. Concealment of Fuel Storage Tanks, Trash Receptacles and Other Property.

All fuel storage tanks on a Lot of any type used for the storage of oils, fluids or gases shall be either buried below ground or appropriately screened to the satisfaction of the Environmental Committee. All equipment required to be screened by Article V, Section 10 above and every receptacle for rubbish shall be so placed and kept as not to be visible from any public highway, private road, other residence, improved activity area, recreational facility or recreational amenity.

14. Restrictions on Temporary Structures.

No overnight camping shall be permitted on any Lot. No tent, travel trailer, mobile home, recreational vehicle or other temporary structure may be placed or erected on any Lot. Furthermore, at no time shall any equipment, appliances, merchandise, construction materials and other materials and goods of any nature whatsoever, other than those normally incident to private residential use, be stored outside of an enclosed building or screening so as to present an unsightly appearance and detract from the beauty of the community in any respect whatsoever as determined by the Committee.



15. Removal of Trees and Other Native Growth.

All live tree removal prior to or after construction must be approved by the Committee with one exception. An Owner may remove live or dead standing trees which are three inches or less in diameter when measured one foot from the forest floor. No other trees may be cut without written approval from the Environmental Committee and all cutting shall be subject to the rules and regulations established by the Environmental Committee. Other native vegetation and plant life on any Lot shall not be permitted to be destroyed or removed unless first approved in writing by the Committee. In the event any vegetation and plant life is removed without the prior written consent of the Committee, the Committee may require the replanting or replacement of the same at the sole cost and expense of the Lot Owner. That cost and expense shall be added to the annual assessment imposed upon the Lot Owner as hereinafter provided. All invasive plants as identified by the Environmental Committee shall be prohibited.

16. Ditches and Swales.

All Lot Owners shall keep drainage ditches and swales located on their Lots free and clear of obstructions and in good repair and shall provide for the installation of such culverts upon their Lot as may be reasonably required by the Committee for proper drainage.

17. Drilling and Blasting.

No drilling of any kind or nature shall be permitted on any Lot, with the exception of drilling related to the installation of water wells or blasting for foundations, both of which shall be subject to the laws of the Commonwealth of Pennsylvania and the Environmental Committee.

18. Letter and Delivery Boxes.

The Association or the Committee shall have the right to determine the location, color, size, design, lettering, and all other particulars of all mail delivery boxes, and standards and brackets and name signs for such boxes in order that the Development is strictly uniform in appearance with respect thereto, so long as such standards are in compliance with the regulations of the United States Postal Service.

19. Clothes Lines.

Clothes lines and drying yards shall be so located so as not to be visible from the street serving any Lot or from the waterfront.

20. Garbage Receptacles.

Garbage receptacles shall be in complete conformity with sanitary rules and regulations. No garbage incinerators shall be permitted.

21. Changes in Elevation and Grading.

No substantial changes in the elevation of the land shall be made on any Lot without the prior written consent of the Committee.

22. Private Swimming Pools.

No private swimming pools shall be constructed on any Lot by any Lot Owner without the written consent of the Committee. All approved swimming pools shall be "in-ground" and subject to state laws, township ordinances and the Association's Rules and Regulations.

23. Open Fires.

No open fires shall be started without the prior written consent of the Committee.

24. Taxes and Government Restrictions.

The sale of each Lot is made under and subject to taxes and other assessments, if any, levied or assessed against the property in the year in which the Lot is sold. Lots are also subject to all restrictions and limitations imposed by all government authorities, including all zoning ordinances, subdivision ordinances and other applicable laws, statutes and regulations. For purposes of this section, "sale" is defined as the execution and delivery of an Agreement of Sale for a Lot. "Year of Sale" is defined as the year in which the Agreement of Sale is executed by the purchaser.

25. Prohibition Against Used Buildings.

No used or previously owned buildings shall be placed or erected or reconstructed on any Lot. This prohibition does not include the renovation of existing structures or dwellings on the premises prior to June 14, 1983.

26. Garbage and Trash Removal.

To enhance the appearance and orderliness of the subdivision, the Association hereby reserves the exclusive right to operate, or from time to time to grant an exclusive license to a third party to operate, a commercial scavenging service within the subdivision for the purpose of garbage removal, trash removal and the removal of other like refuse. The charge to each Lot Owner for such refuse collection and removal shall be a reasonable rate commensurate with the rates charged by similar commercial scavengers servicing other residential subdivisions of high standards in the area and shall be subject to change from time to time as costs increase.

27. Approval of House Plans, Elevation and Design.

No building, structure or improvements or alterations or adjustments to the same may be constructed or commenced on any Lot without the prior written approval of the Committee first had and obtained in writing as to the location, elevation, plan and design as hereinafter provided. The Environmental Committee may refuse to approve any plan based purely on aesthetic grounds.

28. Setbacks.

Except as shown on the official map for the Section in which the particular Lot is located, every dwelling shall be at least (a) one hundred (100') feet from the nearest lake; (b) forty (40') feet from the front Lot line; (c) twenty-five (25') feet from each side Lot line; and (d) twenty-five (25') feet from the rear Lot line. Final dwelling placement shall be approved by the Environmental Committee.

29. Lake and ShoreLine Maintenance.

A fifteen (15') foot wide strip of land along the line of any Lot abutting a lake measured from the normal water line of the lake is reserved for the lake and shoreline maintenance.

30. Mining Rights.

Coal, oil, gas, minerals and mining rights are not reserved to the Association.

31. Drainage Easements.

The Association reserves unto itself for purposes incident to its operation and management of the Development drainage courses of all kinds designated on the Official Maps as "Drainage Easements".

These drainage easements are twenty (20') feet in width unless otherwise specified on the Official Map and are centered along the existing drainage channels.

32. Easements on Official Maps.

Lots in the Development shall be burdened and encumbered by such additional easements as may be shown on the Official Maps.

33. The Environmental Committee ("Committee").

(a) General Powers of the Committee.

The Association's primary purpose(s) is to protect, preserve and enhance the overall environment of the Community. In meeting these purposes, the conservation of the natural, scenic, aesthetic, forest and wildlife must be given high consideration. The Association's Environmental Committee shall have stewardship responsibilities that extend to common areas, individual Lots and, when applicable, adjoining properties. All such stewardship responsibilities shall be assigned and approved by the Association's Board of Directors.

(1) Power to approve construction plans.

No improvements, structures, buildings, excavations, landscaping, alterations, or adjustments may be constructed on any Lot without the prior written consent of the Environmental Committee, hereinafter referred to as the "Committee". Such approval of the Committee shall be granted only upon written application in the manner and form prescribed by the Committee. All such applications shall be accompanied by two (2) sets of site, landscaping, foundation and construction plans and specifications for all such improvements. Such plans and specifications shall be in such form as comply with the then existing rules and regulations of the Committee. The application shall show the location of all improvements existing upon the Lot, the location of the improvement proposed to be constructed, samples of the color and composition of all exterior materials to be used and employed in the construction, all proposed landscaping, complete and particularized plans and specifications for the construction, and any other information which the Committee may require. Final plans must be submitted to the Committee. The Committee shall charge appropriate permit fees for the approval of such plans. The Committee may increase or decrease permit fees as the Committee deems fit in its sole discretion.

(b) Power of Disapproval.

The Committee may disapprove any application:

1. which does not comply with this Declaration;
2. because of reasonable dissatisfaction with grading plans, location of the proposed improvement on a Lot, finished ground elevation, color scheme, finish, design, size of dwelling, proportions, architecture, shape, height or style of the proposed improvement, the materials to be used therein, the type of pitch or type of roof proposed to be placed thereon; or
3. which, in the sole and exclusive judgment of the Committee, which judgment must be reasonably exercised, the proposed improvement may be inharmonious with the

Development, or with the improvements and homes erected on other Lots within the Development as a whole.

(c) Power to Grant Variances

The Committee may allow reasonable variances from the provisions of this Declaration concerning types of construction, improvements, and alterations as hereinabove set forth, if literal application of the provisions of this Declaration results in unreasonable and unnecessary hardship. Any variance requested must be determined to be in conformity with the general intent of this Declaration and not be materially detrimental or injurious to Owners of other Lots within the Development. Under no circumstances, however, notwithstanding any other term or condition of this Declaration to the contrary, the Committee shall not permit any travel trailer, mobile home, recreational vehicle or tent to be placed, parked, erected or stored on any Lot, nor shall the Committee, any overnight camping on any Lot.

(d) Committee Membership

The Committee shall be composed of at least three (3) individuals appointed by the Association, which individuals shall be natural persons at least twenty-one (21) years of age, who need not be residents of the Commonwealth of Pennsylvania. The members of the Committee shall serve at the pleasure of the Association. In the case of any vacancies, the Association shall appoint a new member within thirty (30) days of the date of such vacancy.

(e) Duties of the Environmental Committee

The Committee shall receive all applications required to be submitted by this Declaration and shall act upon such applications within thirty (30) days after all required information shall have been submitted and received. The Committee shall retain one (1) copy of the submitted application material and return the second copy to the applicant together with notice of approval or disapproval. All notices to applicant shall be in writing and any disapproval shall specify the reasons therefore. The approval of the Committee of such applications shall not be a waiver by the Committee of its right to object to any of the features or elements contained in any subsequent plans, specifications or applications submitted for approval by the applicant. The Committee may inspect work being performed during all reasonable business hours to assure compliance with this Declaration and the Committee's rules and regulations. At any time prior to the completion of construction, the Committee may require a certification of the contractor, the Owner or a licensed surveyor, at the Lot Owner's expense, that such proposed improvement does not violate any setback, rule, ordinance or statute nor encroach upon any easement or right-of-way of record. That certification shall be delivered to the Committee within ten (10) days of the Committee's request therefor. The Committee shall adopt written rules and regulations available to all applicants upon request. The Committee may amend or modify its rules and regulations at any time subject to Association Board approval, or in compliance with instructions of the Association.

(f) Liability of Committee.

Neither the Committee, the Association, nor any person acting on behalf of any of them shall be responsible in any manner whatsoever for any defects of any kind or type whatsoever in the plans, specifications, or other documents submitted by the applicant to the Committee for approval. The Committee, the Association, and all persons acting on behalf of any of them shall not be responsible in any manner whatsoever for any defects of any types or kind whatsoever in materials submitted to the Committee or for defects in any work done or performed thereunder. The Committee's obligation hereunder is solely to check the aesthetic quality of the construction and/or improvement and to ascertain compliance with this Declaration so as to insure that the Development is harmonious.

(g) Appeals.

Any Owner shall have the right to appeal to the Association from any adverse decision of the Committee within thirty (30) days after receipt of notice of disapproval of the application. The Association shall have authority to confirm, reverse or modify the decision of the Committee or remand the application to the Committee with instructions. The Association shall promptly render a decision upon any appeal. In the event the Association has not taken action upon such appeal within thirty (30) days of receipt of the appeal, the appeal shall for all purposes be deemed to be denied. The Association shall not be required to specify its reasons for such inaction.

VI. RESERVED EASEMENTS AND OTHER RESERVED RIGHTS

1. Drainage Easements.

As noted, the Association reserves for itself, its successors and assigns, for purposes incident to its operation and maintenance of the Development, the easements of all kinds as designated on the Official Maps of the Development as "drainage easements". These easements are twenty (20') feet in width unless otherwise specified on the recorded plat or official map and are centered along the existing drainage channels.

2. Association Rights. The Association also excepts and reserves the following rights, privileges and easements:

(a) Location. The private roadways in the location and of the width as set forth on the recorded Official Maps as such maps are recorded in the office for the Recording of Deeds, etc. at Milford, Pennsylvania, in and for the County of Pike. The Association expressly excepts and reserves unto itself the right to alter and amend the courses and/or grade of these private roadways except any road course which abuts a Lot.

(b) Dedication. The exclusive right to dedicate the roads, streets and avenues in the subdivision to public use without the joinder, release or consent of any Grantee or his or her or their heirs, executors, administrators, successors or assigns. Said purchaser or Grantee and his or her or their heirs, executors, administrators, successors or assigns

shall execute any and all documents necessary to release all damages or claims resulting from such dedication to public use.

- (c) Utilities. The right to dedicate to any municipal body or to any appropriate public utility companies, including cable television, rights-of-way and easements for the installation and maintenance of public utilities along Lot lines and over strips of land ten (10') fee in width along side and rear property lines and ten (10') fee in width along the front property line of all Lots as noted on the Official Maps, together with accessory rights and easements to locate guide wires, braces and anchors and to trim such brush, trees and tree limbs as are necessary. The rights reserved to the Association in this subsection shall apply to the right to grant rights-of-way and easements for the installation, construction and maintenance of radio and television transmission cables serving the Development within the rights-of-way set forth in this subsection.

3. Public Utilities.

All utilities granted a Certificate of Public Convenience or regulated by the Pennsylvania Public Utility Commission, including, but not limited to, electric service utilities, sewerage utilities, water utilities, cable television companies, and other such similar utilities, shall have necessary rights-of-way and easements for the installation and maintenance of such public utilities. The granting of such easements to public utility companies shall only be made upon the prior written approval of the Association which approval shall not be unreasonably withheld.

4. Maintenance.

Each Lot Owner shall continuously maintain the rights-of-way and easements reserved by the Association or dedicated or conveyed to public utility companies as set forth in Article VI, Paragraph 2, subparagraph (c) and Paragraph 3. No structures, plantings, landscape, excavation, alteration, or other materials shall be removed, placed or permitted to remain, nor shall other activities be undertaken which may damage or interfere with the installation or maintenance of such rights-of-way or easements. No Lot Owner shall erect any structure, do any excavation, landscaping or plantings or deposit or permit to remain any materials of any kind whatsoever which may change the direction or flow of drainage channels in the drainage easements set forth on the Official Maps, which may obstruct or retard the flow of water through the drainage channels, or which may damage or interfere with established slope ratios or create erosion or soil sliding conditions. As an exception, however, where the existing location of a drainage channel would hinder the orderly development of a Lot, the Lot Owner may relocate a drainage channel on the Owner's Lot provided:

- (a) The prior written consent of the Committee is first had and obtained;
- (b) The newly formed drainage swale or channel is properly stabilized; and
- (c) The relocated drainage channel does not cause any encroachment or materially adversely affect any other Lot, street or common area in the Development or adjacent public owned property.

Notwithstanding any terms or conditions to the contrary herein contained, the Lot Owner shall not be responsible for the maintenance of the public service facility/utility installed by any public utility companies if the company is responsible for such maintenance.

5. Streets.

The Association expressly reserves and excepts an easement or right-of-way under all streets, roads, and rights-of-way in the Development for the purpose of installation, maintenance, construction, and operation of utilities thereon or thereunder, for the purpose of drainage control, or access to any Lot, and for purposes of the installation of said streets, roads, central water system, central sewerage system, and other such purposes.

6. Sewer, CATV, Water, Power, Telephone and Other Easements.

In order to properly install, construct, maintain and operate the electric distribution facilities, cable television facilities, and telephone facilities to a home constructed upon each Lot, a necessary easement shall be granted over and under each Lot for such purpose to the entity maintaining, constructing, operating, or installing such service, which easement shall include the right of ingress, egress and regress upon said Lot Owner's premises for such purposes.

7. Liability for Use of Easements.

No Lot Owner shall have any claim or cause of action whatsoever at law or in equity against the Association or its successors, assigns, lessees or licensees arising out of the exercise or non-exercise of any easement reserved hereunder or on the Official Maps, except in the case of willful or wanton misconduct.

## VII. ADDITIONAL PROPERTY

1. Additional Property.

The Association may buy, sell and/or lease property not currently included within the Development, as shown on the Official Plans, and declare the additional property subject to the scheme of this Declaration. All such property transactions shall first be approved by the members by the affirmative vote of the owners of 67% of the Lots as an amendment to this Declaration.

2. Supplementary Declaration.

A supplementary declaration may be imposed on any such additional property aforementioned and shall contain the following:

- (a) A reference to this Declaration.
- (b) Identification of the Association's role under the supplementary declaration
- (c) An expression of intent to submit certain real property to the uniform scheme of this Declaration.
- (d) A statement that the real property that is the subject of the supplementary declaration constitutes additional property of the Development.
- (e) The supplementary declaration shall fully and completely comply with all of the covenants, conditions, restrictions, easements and other provisions of this Declaration so as

to form one uniform scheme for the development of the Development and the additional premises being subjected to the supplementary declaration as if said additional property had been subject to the original Declaration.

(f) A supplementary declaration may contain such additions to or modifications of the covenants, conditions, restrictions, easements and provisions of this Declaration as may be necessary to reflect the different character, if any, of the real property that is subject to the supplementary declaration. A supplementary declaration shall become affective upon being duly recorded in the Office for the Recording of Deeds, etc. at Milford, Pennsylvania, I and for the county of Pike if in full conformity with provisions relating to supplementary declarations herein set forth.

2. Additional Servitudes.

The Association by vote of the membership required by law expressly reserves the right to increase the mutual real or equitable servitudes upon each of the Lots in the Development, and upon the roadways, easements, community areas, recreational areas and utilities of the Development.

## VIII. RECREATIONAL FACILITIES

1. Use; Good Standing; Additional Facilities.

All Recreational Facilities and Amenities for the Development shall be owned by the Association, whether or not those Recreational Facilities and amenities are physically situate in the Development, or are situate on other premises owned by the Association, and shall be subject to the Owners' payment of all dues, charges, commissions and fees imposed by the Association and shall be subject to the rules and regulations of the Association. Grantees in good standing shall have the right to use the amenities and Recreational Facilities together with such guests as may be permitted from time to time by the rules and regulations of the Association. The Association may, in its sole discretion, build and erect additional Recreational Facilities and amenities as it shall determine from time to time. There is no express or implied promise or representation that the Association will construct any further amenities or Recreational Facilities.

2. Construction by Others.

No other individual or entity may erect, construct, or install any amenities or common recreational facilities on the common area of any kind or nature whatsoever without the prior written approval of the Association first had and obtained. In the event Association grants approval to such individual or entity to construct amenities or recreational facilities, the individual or entity shall at the conclusion of construction of said recreational facilities and/or amenities convey said premises to the Association with cost or charge of any kind or nature.

3. Use Fees.

The Association shall have the sole and exclusive right, privilege, and liberty to establish, maintain, and modify all rates, charges, commissions, and fees for the use of the amenities and recreational facilities owned by it.



4. Good Standing.

The use of all amenities and Recreational Facilities shall be conditioned on the Grantees' being in Good Standing. The Association shall have the right to exclude Grantees not in Good Standing. The Association shall have the sole and exclusive right to establish all necessary and appropriate rules and regulations governing the use of said amenities and recreational facilities, which rules and regulations, and charges shall be uniformly applied to Lot Owners.

5. Common Expense Assessments.

Each Grantee shall pay to the Association, its successors or assigns, such assessments as may be imposed by the Association for the operational expenses of all of the common facilities, including but not limited to the recreational facilities and amenities, for the creation, maintenance, repair, refurbishing, and development of the common facilities that currently exist or which shall from time to time be erected and constructed by the Association or as provided in this Article. The assessment together with such interest thereon and cost of collection thereon as hereinafter provided shall be a charge upon Grantee's Lot and shall be a continuing lien upon the Grantee's Lot against which each such assessment is made. The Association shall never be assessed, however, if it owns a Lot for any reason.

6. Lien.

All fees and other assessments specified or otherwise provided for by the Association, together with interest thereon and costs of collections thereof as herein provided shall be a charge upon the land and Lot of the Grantee and a continuing lien upon said Lot upon which it is made or levied and shall take precedence over all unrecorded lien or liens recorded subsequent to the due date of such fee or other assessment.

## IX. COMMUNITY ASSOCIATION

1. Association.

A Property Owners Association, Traces of Lattimore Community Association, Inc. has been created as a nonprofit corporation under the laws of the Commonwealth of Pennsylvania with necessary By-Laws and Rules and Regulations.

2. Membership.

Grantees shall all be members in the Association, and to hold such membership so long as the Grantee shall own a Lot in the Development. Grantee further expressly agrees to be bound by the Articles of Incorporation and Bylaws of the Association and the rules and regulations of the Association.

3. Common Expense Assessments.

Each Grantee as a member of the Association shall pay to the Association reasonable common expense assessments for the operational expenses of the Association, for, among other things, the creation, acquisition and maintenance of common property in the Development and to provide funds for carrying out the purposes of the Association. The annual common expense assessment together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge

upon Grantee's Lot and shall be a continuing lien upon the property against which each such assessment is made.

4. Automatic Lien.

All fees and other assessments specified or otherwise provided for by the Association together with interest thereon and cost of collection thereof as herein provided shall be a charge upon the land and Lot of the Grantee and a continuing lien upon said Lot upon which it is made or levied and shall take precedence over all unrecorded liens or liens recorded subsequent to the due date of such fee or other assessment.

X. REMEDIES

1. Enforcement.

The Association and each person to whose benefit this Declaration inures may proceed at law or in equity to prevent the occurrence, continuation or renewal of any violation of any provision of this Declaration.

2. Cumulative Remedies.

The remedies herein specified are cumulative, and the exercise of any of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity. No delay or failure on the part of an aggrieved party to invoke an available remedy to cure a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available upon the recurrence or continuation of a violation, or the occurrence or continuation of a different violation.

XI. CAPTIONS

All captions set forth in this Declaration are for convenience only and to not in any way limit or amplify the provisions hereof.

XII. SEVERABILITY

Any provisions of this Declaration which may prove unenforceable under any law shall not affect the validity of any other provision thereof.

XIII. ROAD SYSTEM

1. Common Expense Assessments.

Each Lot Owner shall pay to the Association, which entity shall maintain and operate the central road system serving the Lot, the following fees and charges. Each Lot Owner shall be assessed such fees and charges as may be made in accordance with law to pay for all costs related to the operation, repair, maintenance, and replacement of the road system. Each Grantee shall also pay all other charges, expenses, fees, connection charges as may be made in accordance with law for the repair, maintenance, and operation of the central road system

2. Automatic Lien.

All charges for the repair, operation and maintenance of the central road system imposed the Association shall constitute a lien against each Lot subject to this Declaration. All other charges, fees, commissions, connection charges, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall also be a charge upon Grantee's Lot and shall be a continuing lien upon the property against which such assessment is made. Upon the conveyance of a Lot subject to said lien the successive Owner or Owners shall from the time of acquiring title be held to have covenanted and agreed to pay all such charges, fees and assessments.

3. Lien Priority.

All assessments that are a charge upon the Lot of the Grantee and a continuing lien upon said Lot upon which it is made or levied and shall take precedence over all unrecorded liens or liens recorded subsequent to the due date of such fee or other assessment.

XIV. ENFORCEMENT OF ASSESSMENT LIENS AND  
SUBORDINATION OF LIENS

1. Assessments.

In addition to all rights provided by statute, and for the limited purposes of this section, the term "Assessments" shall be defined as including, without limitation:

- a. All annual common expense assessments made by the Association.
  - b. All capital improvement fees assessed by the Association.
  - c. All reserve assessments assessed by the Association.
  - d. All additional fees and charges assessed by the Association from time to time for fines, late fees, interest and the like.
  - e. All other charges related to assessment collection costs.
2. If an assessment is not paid to the Association by the date when due, it shall be deemed delinquent without notice, and, together with such interest thereon and costs of collection thereof as herein provided, shall be a continuing lien upon the Lot in question that shall bind such property in the hands of the the Owner, and the Owner's respective heirs, devisees, personal representative, successors, successors-in-title and assigns. If an assessment is not paid within thirty (30) days after the due date as established by the Association, the assessment shall bear interest from that date at the maximum lawful rate of interest then in effect. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclosure the lien against the Lot. There shall be added to the amount of such assessment the cost (s) of collection, including but not limited to reasonable attorney's fees for the civil action.

XVI. PROCEEDS FROM SALE OR LEASE OF EASEMENTS  
AND RIGHTS-OF-WAY

In the event the Association, its successors or assigns, sells, leases or conveys any or all of the utility easements, all compensation, damages and other proceeds from such sale and conveyance shall accrue to the Association solely and absolutely.

#### XVII. NOTICES

Any notice required to be sent to the Owner of a Lot under a provision of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner of such Lot on the records of the Association, at the time of such mailing.

#### XVIII. GENDER AND NUMBER

The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever and wherever the context so requires.

#### XIX. RULES AND REGULATIONS

The Association is hereby authorized to adopt from time to time rules and regulations to carry out the duties of the Association and to elaborate on and administer the provisions of this Declaration, including without limitation and reasonable provisions for the enforcement thereof, which rules and regulations shall be mailed to each Lot Owner.

#### XX. LAW TO GOVERN

This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

#### XXI. AMENDMENT

This Declaration, including plats and plans for the Development, may be amended only by vote, written consent or agreement of the Owners of all Lots to which at least 67% of votes in the Association are allocated.

#### XXII. HEADINGS

Any heading or caption preceding the text of the several paragraphs and sub-paragraphs hereof are inserted solely for convenience of reference and shall not be constitute a part of this Declaration, nor shall they affect its meaning, construction or effect, in any manner whatsoever.

IN WITNESS OF WHICH, by the action of its Unit Owners, based on the written approval of Members owning at least sixty seven (67%) percent of the Units in Traces of Lattimore, the Community Association has caused its President to sign and its Secretary to seal this *First Amended and Restated Declaration for Traces of Lattimore* on behalf of the Community Association as of the day and year first written above.

ATTEST:

*Traces of Lattimore Community Association, Inc.*

By: Mary Baker  
Secretary

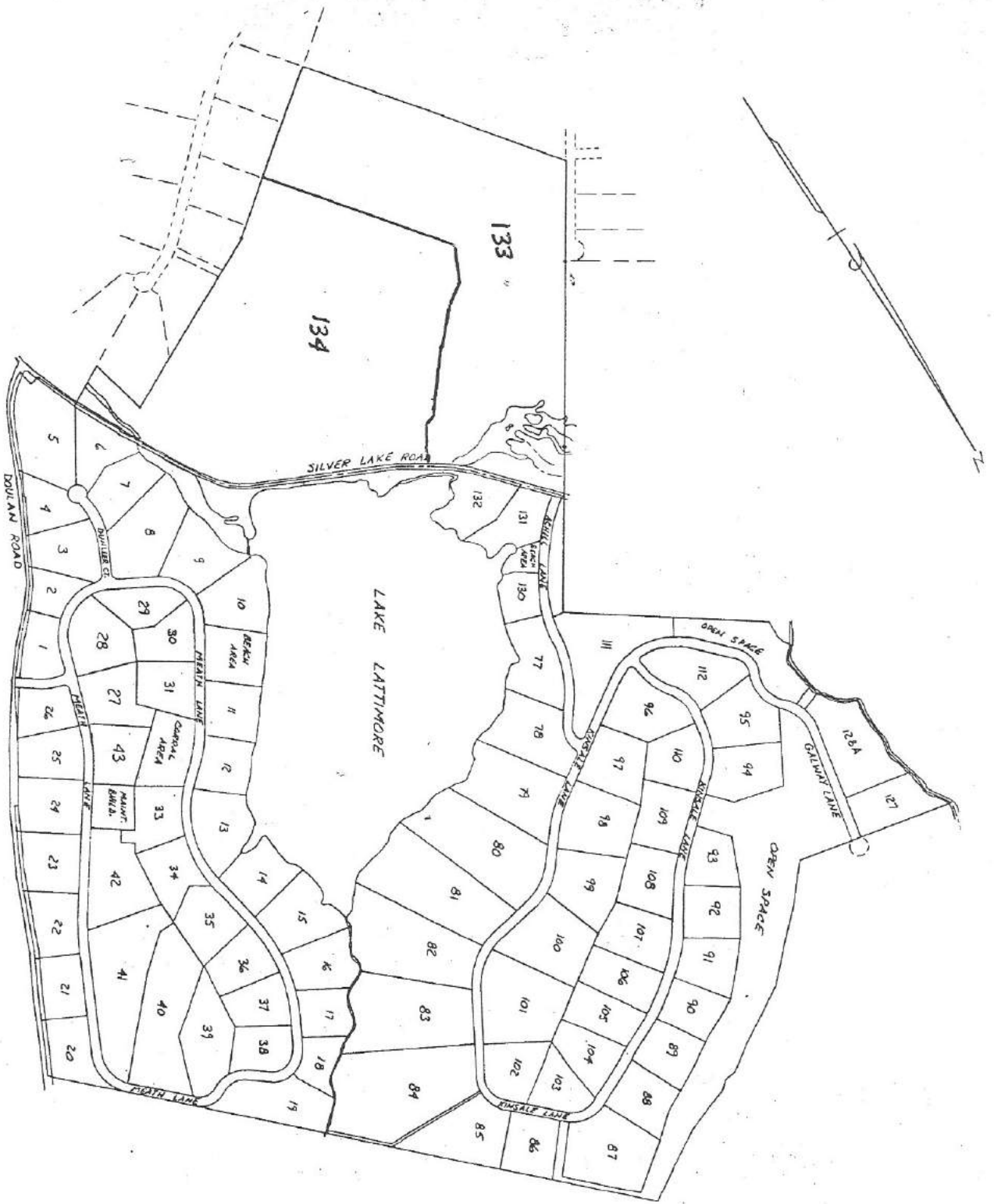
By: Alan Dolge  
President

[Corporate Seal]

"Exhibit A"

*Description of Property- Traces of Lattimore Development.*

*Plats and Plans - Recording Information*



TRACES OF LATTIMORE

Certification by the Pike County Recorder of Deeds  
Under Act Section 5219(c)

This Amended and Restated Declaration for Traces of Lattimore was recorded on \_\_\_\_\_ 2006 in Pike County Record Book Volume \_\_\_\_\_ at page \_\_\_\_\_, etc., and has been indexed in both the Grantor Index and Grantee Index in the name of Traces of Lattimore, a Planned Community, as required by Section 5219(c) of the Pennsylvania Uniform Planned Community Act.

\_\_\_\_\_  
Recorder of Deeds, Pike County, Pennsylvania

[SEAL]

Certification by the President of Traces of Lattimore Community Association, Inc.  
Under Uniform Planned Community Act Section 5219(e)

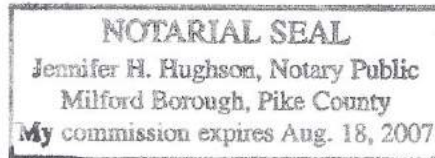
Being duly sworn according to law, I, ALAN DOLGE, hereby certify that (1) I am the President of Traces of Lattimore Community Association, Inc.; (2) this Amended and Restated Declaration was approved, based on proper notice to the Lot Owners in Traces of Lattimore, as an amendment and restatement of the original Declaration for Traces of Lattimore, a Planned Community, by the written consents of Unit Owners who own more than two-thirds of the Lots in Traces of Lattimore, which approval also constitutes at least sixty seven (67%) percent of the total votes of the Community Association; and (3) the Unit Owners have therefore authorized the preparation, execution, recording and certification of this amendment as such on the real property records of Pike County, Pennsylvania, as required in Sections 5102(d) and 5219(e) of the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. § 5101, *et seq.*

Alan Dolge

\_\_\_\_\_  
President, Traces of Lattimore Community Association, Inc.

Sworn to and subscribed before me,  
this 11<sup>th</sup> day of January, 2007

Jennifer H. Hughson  
Notary Public  
[SEAL]



Acknowledgement

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF PIKE :SS

On this 11<sup>th</sup> day of January, 2007, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Alan Dolge, who acknowledged being the President of the Traces of Lattimore Community Association, Inc., and that as that officer, being authorized to do so, executed the foregoing Declaration for the purposes contained in the Declaration by signing it as President, intending that it be recorded on public record as authorized by law.

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

Jennifer H. Hughson  
Notary Public  
[SEAL]

