

DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS,
RESTRICTIONS, EXCEPTIONS, RESERVATIONS AND CONDITIONS
PERTAINING TO THE LAND OF LATTIMORE DEVELOPMENT ASSOCIATES

THIS DECLARATION OF PROTECTIVE COVENANTS, EASEMENTS, RESTRICTIONS, EXCEPTIONS, RESERVATIONS AND CONDITIONS PERTAINING TO THE LAND OF LATTIMORE DEVELOPMENT ASSOCIATES, A PARTNERSHIP, (hereinafter referred to as the "Declaration"), is and shall be applicable to all land in the "Development" hereinafter mentioned. This Declaration is made by Lattimore Development Associates, a Partnership (hereinafter referred to as the "Declarant").

WITNESSETH,

WHEREAS, Declarant is the owner of certain real estate under a Deed dated June 14, 1983 between Girl Scout Council of Greater Essex County, a Non-Profit Corporation, and Lattimore Development Associates, a New Jersey partnership, which Deed was recorded in the Office of the Recorder in and for the County of Pike, State of Pennsylvania on June 21, 1983 in Deed Book No. 869 at page 313, said land being known as and hereinafter referred to as Traces of Lattimore, and

WHEREAS, Declarant deems it necessary and appropriate to adopt the covenants, restrictions and easements contained herein in order 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 know as Traces of Lattimore,

NOW, THEREFORE, Declarant hereby declares that the real property more particularly and at large described on Exhibit "A" attached hereto and made a part hereof and incorporated by reference herein as fully as though set forth at length, is and shall be held, improved, transferred, sold, leased, conveyed, hypothecated, encumbered, rented, used and occupied subject to the terms and conditions of this Declaration which is declared and agreed to be in furtherance of a uniform plan for the development of the real property. This Declaration is declared and agreed and 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. This Declaration shall create and is intended to create mutual equitable servitude upon each of the lots and to create reciprocal rights and duties between and among the respective owners of all of said lots, and their grantees, heirs, devisees, successors and assigns. All of the provisions of this Declaration shall be deemed to run with the land and to be a burden and benefit to all lot owners, their grantees, heirs, devisees, successors and assigns.

I. DEFINITIONS

For the purposes hereof the following definitions or meanings shall apply to the words and phrases throughout this document unless a different or contrary meaning is clearly specified:

1. "Declarant" is Lattimore Development Associates, also designated "Grantor" herein, a partnership with an office and place of business situated at Doolan Road, Dingman's Ferry, Pennsylvania 18328.
2. "Development" is the large land areas situate in the Township of Delaware, County of Pike and Commonwealth of Pennsylvania, comprising the Traces of Lattimore real estate development and the premises more particularly and at large described on Exhibit "A" attached hereto and made a part hereof, and incorporated by reference herein, the premises more particularly and at large described on Exhibit "A" have heretofore been acquired by Declarant.
3. "Official Map" shall be a map, maps, or plan or plans drafted by Declarant designating a "Section" and "Lots" or other land areas within such "Section" and entered of record in the Office for the Recording of Deeds, etc., at Milford, Pennsylvania, in and for the County of Pike.
4. "Lot" shall mean an area of land which is part of said Development and which is specifically designated and numbered on an "Official Map" by Arabic numeral or numerals in a of the Development as marked and designated on the "official Map".
5. "Section" shall mean a part of the Development appearing on an "official Map". A "Section" shall be composed of "Lots" and/or other land divisions.
6. "Covenant" or the plural "Covenants" shall mean one (1) or more as obviously and reasonably applicable of the covenants contained herein as well as one (1) or more of the rights, privileges, benefits, easements, conditions, reservations, terms and provisions contained herein.
7. "Grantor" shall mean Lattimore Development Associates, its successors and assigns. All of the covenants contained herein applicable to "Grantor" shall extend to its successors and assigns.
8. "Grantee" shall mean the person or persons other than the Declarant (individual, corporate, or other legal entity) named as Grantee in an Agreement of Sale, Deed, or other instrument conveying any part of said Development or any right, title or interest of any kind in the Development or any part of it and, as well, the heirs, executors, administrators, successors and assigns of such named Grantee. The singular of "Grantee" shall include the plural, and masculine nouns and pronouns of other parts of speech shall include the feminine and the neuter. When obvious, "Owner" is equivalent to "Grantee".
9. "Utility" shall mean the a corporation organized and existing under the laws of the Commonwealth of Pennsylvania for the purposes fully set forth in its By-Laws, here briefly summarized,.....the By-Laws however to always prevail over this summary....of operating, maintaining, and improving the central water system, and central sewer system serving the lots in the Development.
10. "Recreational Facilities" shall mean recreational amenities located on the premises known as Traces of Lattimore and more particularly and at large described on Exhibit "a" Attached hereto, and presently used in conjunction with said real estate, and intended to be used by

Grantees hereunder together with common lot purchases from Lattimore Development Associates.

The Recreational Facilities may be used subject to the terms and conditions of this Declaration, the rules and regulations of the Declarant, and the payment of dues, charges, commissions and fees imposed by Declarant upon lot owners for the use of said amenities. Declarant shall own said Recreational Facilities and amenities. All future Recreational Facilities that may be constructed by Declarant or which may be acquired by Declarant shall be included within this definition.

11. "Private Road" shall mean a private road or street located or to be located in any part or portion or section of the Development which has been mapped or plotted for Development as residential or recreational or for any other usage and any extension of such road or street through any other part of the Development necessary to be transversed for ingress, egress and regress to and from public highways. The definition of "private road" also includes bridges, if any.

II. GRANTEE'S RIGHT TO USE PRIVATE ROADS

1. Declarant hereby covenants and agrees that Grantee shall have ingress, egress and regress at all times on the private roads as defined hereinabove in common with Declarant, Utility, and all other lot owners of part of the Development, and in addition, Grantee will be entitled to all subsequent easements to Recreational Facilities acquired by Declarant.
2. Declarant may at any time or times and 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 or materially alter or reduce Grantee's road frontage and 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. Notwithstanding any other terms or conditions to the contrary herein contained, no clause or provision of this Declaration shall be interpreted, construed or deemed as dedicating any such private road to public use and all such private roads shall remain private unless expressly granted and conveyed by a good and proper Deed to the public.
4. Declarant expressly reserves the right to cause any such private road to be dedicated to public use and hence to become a public highway when accepted by the public. Declarant also expressly reserves the right to grant and convey all its right, title and interest in and to said private roads to the Property Owners Association hereinafter mentioned or to any other corporation or legal entity or person.
5. Grantee shall never have title to any part of a private road whether or not Grantee's land abuts any such private road.

III. WATER SYSTEM

1. The owner of each individual lot shall be solely responsible for the installation and maintenance of water well on his property to provide water service to any dwelling constructed thereon. The owner of said lot shall install, maintain and use said water well in accordance with any applicable federal, state and local laws or regulations. The individual lot owners agree to release the Declarant and save him harmless for any claims arising out of the installation, maintenance or use of the water well installed on his property.
2. The owners of lots 2, 3, 4, 7, 8, 28 & 29 shall have the option to supply water to the dwelling contained on that property by connecting it to the central water system presently servicing said lots. Any property owner exercising the option to utilize the central water system servicing said lots agrees to be responsible for his proportionate share of all expenses incurred in connection with the maintenance or repair of the central water system, along with the other lot owners utilizing said system. Declarant makes no representation as to the condition of the central water system, and any property owner exercising his option to use the same accepts the system in "as is" condition and agrees to release and hold the Declarant 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 Declarant, Association and owners of lots 2, 3, 4, 7, 8, 28 and 29, their agents and employees, shall have an easement for the purposes of ingress and egress to said lots 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 and maintenance of a septic system on his property to provide a system of waste disposal to any dwelling constructed thereon. The owner of said lot shall install, maintain and use said septic system in accordance with any applicable federal, state and local laws or regulations. The individual lot owners agree to release the Declarant and save him harmless for any claims arising out of the installation, maintenance or use of the septic system installed on his property.
2. Declarant acknowledges the need and requirement for an onsite central water disposal system to serve approximately 30 lots, plotted, but not as of the date hereof approved by the Delaware Township, situate on the northeasterly corner of lands of Declarant. Declarant specifically reserves the right to supplement this declaration with specific conditions and restrictions regarding those lots and the lot owner's rights, duties and responsibilities associated with that central system. Declarant acknowledges that there will be advance disclosure informing any

prospective purchaser of a lot situate within this area and the same will be made under and subject to the modification as herein referenced.

V. PROTECTIVE COVENANTS AND PERMITTED USES OF LOTS

1. Accessory Outbuildings.

No garage or shed shall be built on any lot before a dwelling or completed building is constructed on that lot. No garage, shed, tent, temporary building, or partially completed building shall be used for home habitation. No outside toilet building, outhouse, privy or chemical toilet shall be erected or installed or permitted to remain on the premises. No trailer, tent, barn, outbuilding, shack or other temporary building shall be erected or permitted to remain on the premises or used for dwelling purposes and no basement or garage shall at any time be used as a residence either temporarily or permanently and no house shall be occupied prior to completion except with the prior consent of the Declarant, its successors and assigns.

2 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 Control Committee", hereinafter referred to as "Committee", with the exception of existing stone walls which may be removed or restored by the property owner.

3. Completion of Construction.

Exterior construction of any building, backfilling and grading must be completed with 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 refinished within twelve (12) months of said partial or total destruction shall be deemed and declared to be a nuisance hereunder. Declarant, its successors or assigns, may remove any such nuisance or repair or complete the same at the cost and expense of the lot owner. The costs and expenses incurred by Declarant in removing or repairing said nuisance shall be a charge upon and assessed against the lot. 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 become a continuing lien upon the lot and shall bind said lot in the hands of the then owner, his heirs, executors, administrators, successors and assigns. If the charge and assessment is not paid within said fifteen (15) day period, Declarant may bring an action at law against the owner personally obligated to pay the same or foreclosure the lien against said lot and in the event a judgment is obtained, such judgment shall include interest on the charge and assessment as above provided and a reasonable attorneys fee of ten (10%) percent together with the costs of action. Neither Declarant nor any of its agents, servants or employees or

contractors shall be liable in any manner whatsoever for any damage which may result from any such removal, demolition or construction performed hereunder.

4. 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 improvements shall be maintained in a neat and clean condition, all structures properly painted and maintained. If any lot or any improvement thereon is not so maintained, Declarant may maintain, restore or repair such 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. Neither Declarant nor any of its agents, servants or employees or contractors shall be liable in any manner whatsoever for any damage which may result from any such maintenance, restoration or repair work performed hereunder.

5. Subdivision.

No lot shall be resubdivided, except that adjacent lot owners may divide the lot between them provided no construction of any kind whatsoever is built upon any portion of the subdivided lot. Any such resubdivision of a lot shall not reduce the annual assessments, charges, commissions and fees due Declarant imposed upon said lots, nor shall said resubdivision reduce the charges imposed and payable for the road system, or on 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.

6. 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, nor for the storage of any property or thing which 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 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.

7. Signs.

Unless permitted in writing by the Committee, no signs shall be erected or maintained upon any lot or improvement of any type whatsoever, however, nevertheless, Declarant shall be permitted to erect such signs as deems necessary.

7. Animals.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or in any improvement, except 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 and kept reasonably confined while outside any structure so as not to become a nuisance.

8. Vehicles, Trailers, and WaterCraft.

No camper, trailer, water craft or unlicensed or inoperable motor vehicle may be kept or parked on any lot except in an enclosed garage or any attractively screened enclosure or landscaping which complies with the screening requirements set forth in Section V, Restrictive Covenant No. 12 hereinafter set forth, so that any such property will not be visible as there in provided. Motor vehicles as used herein shall include, but shall not be limited to, automobiles, trucks, snowmobiles, motorcycles, trail bikes, and 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 said vehicle is in functional order. The Declarant shall have an unrestricted right to remove said vehicles and other such equipment parked or kept in violation of this covenant. The Declarant may delegate this duty to the Committee. The Grantee (s), their heirs and assigns, shall reimburse Declarant, its successors and assigns, in the removal of vehicles parked in violation of this covenant. The Grantee (s), their heirs and assigns, hereby release, remise, discharge and hold harmless Declarant, its successors and assigns, and any agent, servant or employee of the Declarant from any and all liability for or arising from any such removal of vehicles. However, nevertheless, minibikes, trail bikes, snowmobiles, and other similar type of vehicles may be permitted, subject to these restrictions, within the Development if licensed by the Declarant, or if such duty has been delegated to the Committee, by the Committee, or otherwise expressly authorized by the rules and regulations established by the Declarant or the Committee.

9. Traffic Safety and Security.

Grantee, and the heirs and assigns of Grantee, will be liable to pay a special assessment to Declarant, or the Committee if Declarant delegates this duty and right to the Committee, for the violation of traffic, safety and security rules and regulations on private roads and all other property in the Development, which rules and regulations will include by way of illustration only and not in limitation 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. crossing, and all other rules and regulations pertaining to the safety, security, convenience, health and welfare of the entire community, which assessments shall bear a reasonable relationship to the budgeted cost of Declarant 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 Committee. The Grantee, who is the then owner of the lot, shall be liable for and responsible to pay all such 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, and
- (b) Lessee, children, and any other person constituting the household of Lessee, and
- (c) Bona fide guests of an Owner, Grantee, and Lessee from Owner/Grantee.

Any such assessments will not constitute a lien except upon reduction to judgment as allowed and provided by law.

11. 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. The Declarant, its successors and assigns, expressly reserves the right to approve or disapprove the location of sanitary containers for the disposal of trash, rubbish, and other wastes on the premises.

12. 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 screened to the satisfaction of the Committee. All property required to be screened in Restrictive Covenant Article V, Section 9, hereinabove set forth and every receptacle for rubbish shall be underground or shall be so placed and kept as not to be visible from any public highway, private road, other residence, improved activity area, recreational facility, recreational amenity, or lake which may be part of the Recreational Facilities.

13. Restrictions on Temporary Structures.

No overnight camping shall be permitted on any lot nor shall any travel trailer, mobile home, or recreational vehicle of any kind whatsoever or any tent or other temporary structure 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.

14. Removal of Trees.

No tree over three (3") inches in diameter measured one (1') foot from the ground may be cut down without the prior written consent of the Committee.

15. Ditches and Swales.

Each lot owner shall keep drainage ditches and swales located on his lot free and clear of obstructions and in good repair and shall provide for the installation of such culverts upon his lot as may be reasonably required by the Committee for proper drainage.

16. Drilling and Mining.

No drilling, refining, quarrying or mining operation of any kind or nature shall be permitted on any lot, with the exception of drilling related to the installation of water wells.

17. Native Growth.

The 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 such 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. Such cost and expense may be added to the annual assessment imposed upon the lot owner as hereinafter provided.

18. Letter and Delivery Boxes.

The Declarant or the Committee shall have the right to determine the location, color, size, design, lettering, and all other particulars of all mail or newspaper 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 or drying yards shall be so located 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 unless the prior written consent of the Committee is first had and obtained.

23. Open Fires.

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

24. Taxes and Government Limitations.

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 and such lot is subject to all restrictions and limitations imposed by all government authorities, including all zoning ordinances, subdivision ordinances, and other laws, statutes, or regulations. For purposes of this section, "sale" is defined as the execution and delivery of an Agreement of Sale for said 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 Declarant hereby reserves for itself, its successors, and assigns, 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 Committee may refuse to approve said 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.

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 Declarant.

31. Drainage Easements.

Declarant reserves unto itself, its successors and assigns for purposes incident to its development of the said land 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 recorded official map and are centered above 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 recorded official maps.

33. The Environmental Control Committee ("Committee")

(a) General Powers of the Committee

(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 Control 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, the color and composition of all exterior materials to be used and employed in said construction, all proposed landscaping, complete and particularized plans and specifications for such construction, and any other information which the Committee may require. The Committee shall charge a permit fee for the Approval of such plan, which permit fee shall be Five Hundred (\$500.00) Dollars. The Committee may increase or decrease said permit fee as the Committee deems fit in its sole discretion.

(b) Power of Disapproval

The Committee may disapprove any application:

- (i) which does not comply with this Declaration;
- (ii) 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
- (iii) which, in the sale 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 said provisions of this Declaration results in unreasonable and unnecessary hardship, so long as such variance request is in conformity with the general intent of this Declaration and if the grant of such variance will not be materially detrimental or injurious to owners of other lots within the Development, provided, however, that notwithstanding any other term or condition of this Declaration to the contrary, the Committee shall not permit under any circumstances any travel trailer, mobile home, recreational vehicle, or tent to be placed, parked, erected, or stored on any lot, nor shall the Committee under any circumstances permit any overnight camping on any lot.

(d) Committee Membership

The Committee shall be composed of three (3) individuals appointed by Declarant, its successors or assigns, 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 Declarant. In the case of any vacancies, Declarant shall appoint a new member within thirty (30) days of the date of such vacancy.

(e) Duties of the 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 said 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 or encroach upon any easement or right-of-way of record. Such 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 as it in its sole discretion deems fit, or in compliance with instructions of Declarant, its successors and assigns.

(f) Liability of Committee

Neither the Committee, the Declarant, 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, nor shall the Committee, the Declarant, nor any person acting on behalf of any of them 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 Declarant from any adverse decision of the Committee within thirty (30) days after receipt of notice of disapproval of said application, and Declarant shall have authority to confirm reverse, or modify the decision of the Committee or remand the application to the Committee with instructions. Declarant shall promptly render a decision upon such appeal. In the event Declarant has not taken action upon such appeal within thirty (30) days of receipt of such appeal, the appeal shall for all purposes be deemed to be denied. Declarant shall not be required to specify its reasons for such inaction.

VI. RESERVATIONS AND EASEMENTS

Declarant reserves for itself, its successors and assigns, for purposes incident to its development of the real property subject to this Declaration, the following easements and/or rights of way:

1. Easements of all kinds designated on the official maps of the Development as “drainage easements”. These easements are twenty (20’) fee in width unless otherwise specified on the recorded plat or official map and are centered above the existing drainage channels.
2. The Declarant excepts and reserves unto itself, its successors and assigns, the following rights, privileges or easements:
 - (a) 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 Recoding of Deeds, etc. at Milford, Pennsylvania, in and for the County of Pike. The Declarant expressly excepts and reserves unto itself the right to alter and amend the courses and/or grade of said private roadways except as to a road course which abuts any lot which has already been conveyed by Declarant, its successors or assigns.
 - (b) The exclusive right to dedicate the roads, streets and avenues in the subdivision to public use without the joinder, release or consent of any purchaser, 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) The continuing and unqualified right to alter, modify, amend, subtract or add to any of the terms, conditions, reservations, restrictions, covenants and conditions set forth in this Declaration during the “development period”, when in the sole and exclusive opinion of Declarant it is necessary for the benefit and mutual protection of all property owners, “Development Period” for purposes of this Declaration shall be defined as that period of time necessary to sell and convey all lots in the Development to grantees.

- (d) Declarant expressly excepts and reserves unto itself the right to dedicate to any municipal body or to appropriate public utility companies, including cable television, rights of way and easement areas for the installation and maintenance of public utilities along lot lines and over strips of land ten (10') feet in width along side and rear property lines and ten (10') feet 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, anchors and to trim such brush, trees and tree limbs as are necessary. The rights reserved unto Declarant in this subsection shall apply to the right to grant right of way and easement areas 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. 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 easement areas for the installation and maintenance of such public utilities. The granting of such easements to said public utility companies shall only be made upon the prior written approval of Declarant which approval shall not be unreasonably withheld.
4. Each lot owner shall continuously maintain the right of way and easement areas reserved by Declarant or dedicated or conveyed to public utility companies as set forth in Article VI, Paragraph 2, subparagraph (d), but no structures, plantings, landscape, excavation, alteration, or other materials shall be placed or permitted to remain, nor shall other activities be undertaken which may damage or interfere with the installation or maintenance of such right of ways or easements. Nor shall the lot owner 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 said drainage channels, or which may damage or interfere with established slope ratios or create erosion or soil sliding conditions. Provided, nevertheless, that where the existing location of a drainage channel would hinder the orderly development of a lot, the lot owner may relocate said drainage channel on such 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 in the Development. 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 the aforesaid public utility companies if said companies are responsible for such maintenance.

5. Streets.

The Declarant expressly reserves and excepts unto itself, its successors and assigns, 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, Water, Power and Telephone 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 by said lot owner 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 Declarant or its successors or assigns 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

The Declarant, its successors or assigns, expressly reserves unto itself the sole and exclusive right to bring within the scheme of this Declaration, from time to time and in its discretion, with municipal approvals, if required, additional properties, including property now or hereafter acquired by it and property of others that is either abutting and contiguous with the property more particularly and at large describe on Exhibit "A" attached hereto and made a part hereof, or additions thereto or so situated that the additional property will be consistent with the uniform scheme for development set forth in this Declaration. Any such additions as made pursuant to the authority herein set forth shall be made by supplementary declaration as prescribed hereinafter.

I. Supplementary Declaration

A supplementary declaration shall contain the following:

- (a) A reference to this Declaration
- (b) Identification of the Declarant of 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 as set forth herein.

(e) Said 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 premises more particularly and at large described on Exhibit "A" and the premises subject to the supplementary declaration as if said additional property had been subject to this 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. Declarant expressly reserves the right to increase the mutual real or equitable servitudes upon each of the lots set forth on the official maps and Exhibit "A" attached hereto and made a part hereof being the present Development, and upon the roadways, easements, community areas, recreational areas and utilities of the Development.

VIII. RECREATIONAL FACILITIES

1. All Recreational Facilities and Amenities for the Development shall be owned by Declarant, whether or not said Recreational Facilities and amenities are physically situate in and upon the premises more particularly and at large described on Exhibit "A" forming the Development, or are situate on premises owned by Declarant. The use of all amenities and Recreational Facilities shall be subject to the payment of all dues, charges, commissions and fees imposed by Declarant and shall be subject to the rules and regulations of Declarant. Grantees shall have the right to use the said amenities and Recreational Facilities together with such guests as may be permitted from time to time by the rules and regulations of Declarant. Declarant 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 Declarant will construct any further amenities or Recreational Facilities.
2. 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. Declarant 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. Declarant shall have the right to exclude grantees not in good standing in the payment of said fees, charges and commissions and Declarant 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 purchasers from Declarant, its successors or assigns.
5. Each grantee shall pay to Declarant, its successors or assigns, such assessments as may be imposed by Declarant for the operational expenses of the recreational facilities and amenities, for the creation, maintenance, repair, refurbishing, and development of said recreational facilities and amenities that currently exist or which shall from time to time be erected and constructed by Declarant 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 property against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided shall also be the personal obligation of the grantee who was the owner of such property at the time when the assessment fell due. Declarant, its successors or assigns, and Declarant insofar as Declarant holds remaining unsold lots and lots which Declarant acquires from defaulting lot purchasers in its inventory to the extent of such lots, shall never be levied or assessed nor shall they, individually or jointly be liable for any such charges, dues, fees, or assessments. Provided, further, that a bona fide financial institution which owns a lot (excluding a financial institution that owns a home and other improvements erected upon a lot) acquired by foreclosure or deed in lieu of foreclosure shall have a one (1) year exemption from the payment of all such dues, charges, and fees, commencing from the date of foreclosure or acquisition.

6. All fees and other assessments specified or otherwise provided for by Declarant, 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.
7. Declarant expressly excepts and reserves unto itself, its successors, and assigns, the right, privilege, and liberty to sell and convey the recreational facilities owned by it or which it shall own from time to time to a property owners association or other legal entity. No promise, representation, certification, or declaration is made by Declarant that it will convey such amenities and recreational facilities to a property owners association. Accordingly, Declarant shall be under no duty, obligation, express or implied, to sell, transfer, or convey any or all of its right, title and interest in and to said recreational facilities and amenities.

IX. PROPERTY OWNERS ASSOCIATION

1. A future Property Owners Association may be created as a nonprofit corporation under the laws of the Commonwealth of Pennsylvania with necessary By-Laws and Rules and Regulations only by Declarant, its successors and assigns.
2. Grantee covenants and agrees to accept membership in said Property Owners Association, if formed and organized, and to hold such membership so long as said grantee shall own the lot or other land area and to relinquish such membership when said lot owner shall no longer own said lot. Grantee further expressly agrees to be bound by the By-Laws of the Association and the rules and regulations of the Association.
3. Each grantee member of the Association shall pay to the Association reasonable assessments for the operational expenses of the Association, for the creation, acquisition and maintenance of common property and to provide funds for carrying out the purposes of the Association. The annual 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. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided shall also be the personal obligation of the grantee who was the owner of such property at the time when the assessment fell due. Although Declarant may be a member of said Association in accordance with its By-Laws and rules and regulations, the Declarant shall never be levied or assessed with or liable for any such charges, dues, fees, or annual assessments.

4. 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.

Declarant and each person to whose benefit this Declaration inures and the future Property Owners Association (if any) may proceed at law or in equity to prevent the occurrence, continuation, or violation of any provision of this Declaration.

2. Cumulative Remedies.

The remedies herein specified are cumulative, and the specification 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 in respect to a violation of any provision of this Declaration shall be held to be a waiver by that party of any right available to him upon the recurrence or continuation of said violation or the occurrence of continuation of a different violation.

XI. CAPTIONS

All captions set forth in this Declaration are for convenience only and do 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. Each lot owner shall pay to Declarant, its successors or assigns, or to the Property Owners Association (if any), which shall maintain and operate the central road system serving said 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 repair and maintenance of the road system.
2. All charges for the repair, operation and maintenance of the central road system, imposed by Declarant, its successors or assigns, or the Property Owners Association shall constitute a lien against each lot subject to this Declaration. 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. Each grantee shall pay such charges, expenses, fees, connection charges and commissions as may be made in accordance with law for the repair, maintenance, and operation of the central road system. Such charges, fees, commissions, connection charges (hereinafter collectively referred to as "Assessments"), 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 such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided shall also be the personal obligation of the grantee who was the owner of such property at the time when the assessment fell due. Declarant shall never be levied or assessed or be liable for such assessments for the central road service.
4. All assessments specified or otherwise provided for herein together with interest thereon and costs 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.

XIV. ENFORCEMENT OF ASSESSMENT LIENS AND
SUBORDINATION OF SAID LIENS

1. For purposes of this section "Assessments" shall be defined as including, without limitation:
 - (a) Assessments due Declarant hereinafter provided:
 - (b) Assessments due a future Property Owners Association as may be created herein as above provided.
2. If an assessment is not paid to the Obligee imposing the assessment, Declarant and/or a future Property Owners Association created by Declarant on the date when due, it shall be regarded as delinquent and together with such interest thereon and costs of collection thereof as herein provided, thereupon shall become a continuing lien upon the lot or land area which shall bind such property in the hands of the the owner, his heirs, devisees, personal representative, successors and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain the personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If an assessment is not paid within thirty (30) days after the due date as established by the respective Obligees, Declarant and/or the future Property Owners Association that may be created by Declarant, the assessment shall bear interest from that date at the lawful rate of interest then in effect and the respective Obligee of such assessment may bring an action at law against the owner personally obligated to pay the same or foreclosure the lien against the lot, and there shall be added to the amount of such assessment the cost (s) of preparing and filing the Complaint or other documents in such action, reasonable attorneys fees and filing costs.

3. The lien of the assessments above enumerated shall be subordinated and are hereby subordinated to the lien of any purchase money instrument granted to or made in favor of Declarant and Declarant's assignees of such purchase money instrument to secure the unpaid balance of the purchase price of a lot sold by Declarant, which purchase money instrument now or may hereafter be placed upon the lots subject to such assessments, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to foreclosure, or deed, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not release such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Furthermore, the lien of any such assessments shall be subordinated and are hereby subordinated to the lien of any Mortgage or Mortgages now or hereafter placed upon the lots subject to such assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not release such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

XVI. PROCEEDS FROM SALE OF EASEMENTS AND RIGHTS OF WAY

In the event Declarant, its successors or assigns, sells or conveys any or all of the utility easements, all compensation, damages and other proceeds from such sale and conveyance shall accrue to Declarant 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 Declarant, the Committee, or the Association at the time of such mailing.

XVIII. INTERPRETATION

The provisions of this Declaration shall be liberally construed to affectuate their purpose of creating a uniform plan for the development and operation of the Development.

XIX. 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.

XX. RULES AND REGULATIONS

The Declarant, the Association, and the Committee are hereby authorized to adopt from time to time rules and regulations for the elaboration and administration of the provisions of this Declaration, including, without limitation, regulations as to household pets, and reasonable provisions for the enforcement thereof,

which rules and regulations shall be posted conspicuously at the office of Declarant, the Association, the Committee, and such other place of public gathering within the Development as shall be reasonably calculated to give lot owners notice thereof.

XXI. LAW TO GOVERN

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

XXII. AMENDMENT

Notwithstanding any other terms or conditions of this Declaration to the contrary, there shall be no amendment of this Declaration whatsoever without the prior written consent of Declarant being first had and obtained. No amendment of this Declaration shall be effective in any manner whatsoever unless the joinder or written consent of Declarant has been first had and obtained. Such instrument evidencing the written consent of Declarant to be entered into with the same formality as this original Declaration and such consent shall be recorded in the office for the Recording of Deeds aforesaid.

XXIII. 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.

XXIV. SALE OF PREMISES

In the event Declarant sells, transfers, assigns, and conveys the entire or remaining unsold part of the premises more particularly and at large described on Exhibit "A" attached hereto and made a part hereof and incorporated by reference herein as though fully set forth at length to an individual or entity, that individual or entity, subject to the limitations and prohibitions set forth in Article XXII, shall have all rights and remedies in full of Declarant as set forth herein just as if said individual or entity had made this Declaration. The deed or later instrument conveying all or the remaining unsold part of the premises shall convey the rights of Declarant hereunder, as limited hereby, whether expressly set forth or not.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 17th day of February, 1984.