

**DECLARATION OF PROTECTIVE COVENANTS,
RESERVATIONS, RESTRICTIONS, EASEMENTS,
EXCEPTIONS, CONDITIONS AND OTHER EQUITABLE
SERVITUDES PERTAINING TO
MILFORD HIGHLANDS DEVELOPMENT**

This Declaration made this **22nd** day of **December, 2004** by
DOMINIC BRADLEE (hereinafter referred to as "Declarant").

WITNESSETH THAT

WHEREAS, Declarant is the owner of certain real property situate in Milford Township, Pike County, Pennsylvania, as is more particularly described in Schedule "A" attached hereto and incorporated herein by reference thereto, as fully as if the same was here set forth at length, said land being known as and hereinafter referred to as Milford Highlands (sometimes hereinafter referred to as the "Development" and the "Property"); 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 development.

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

SCHEDULE "A"

All that certain piece, parcel or tract of land situate, lying and being in the Township of Milford, County of Pike and Commonwealth of Pennsylvania more particularly depicted and described on certain maps, plats or plans of the subdivision known as "Milford Highlands" recorded in the Office of the Recorder of Deeds of Pike County, Pennsylvania in Plat Book 41 Pages 1, 2, 3, 4, 5, 6 and 7 on June 13, 2005, excepting and reserving thereout and therefrom Lot 50 depicted thereon owned by Theodore F. Santos et ux by virtue of the exception in a certain deed from Theodore F. Santos et ux dated February 14, 2005, and recorded in the office of the Recorder of Deeds as aforesaid in Record Book 2095 at Page 5 on February 17, 2005, and further excepting and reserving thereout and therefrom Lot 70 depicted thereon for and as development in accordance with the preliminary approval granted by the Supervisors of Milford Township on December 20, 2004 pertaining thereto, said approval being incorporated herein by reference thereto. The aforesaid Lot 50 is more further specifically depicted on a certain map or plat entitled "Minor Subdivision of Lot 50 of Milford Highlands" prepared by Fred I. Courtright, Professional Land Surveyor, dated January 21, 2005, recorded as aforesaid in Plat Book 40, pages 227 and 228 on February 11, 2005, and is under and subject to the covenants, conditions, restrictions and notes thereon.

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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 Milford Highlands. This Declaration shall create and is intended to create mutual equitable servitudes 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 Dominic Bradlee, also designated "Grantor" herein, with an address of 113 Seventh Street, Milford, PA 18337.
2. **"Development"** is the lands situate in Milford Township, Pike County, Pennsylvania, comprising Milford Highlands, as is more particularly identified and described on the aforesaid Exhibit "A".

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 recorded in the Office of the Recorder of Deeds in and for Pike County, Pennsylvania at Milford, Pennsylvania.

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 section 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 Dominic Bradlee, his successors and assigns. All of the covenants contained herein applicable to "Grantor" shall extend to his 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. **"Building Envelope"** shall mean the depicted area within the boundaries of each lot as designated on the Official Map within which all structures and related appurtenances and improvements to be erected or constructed on the lot must be situate. Driveways, utility interconnections and related equipment, drainage facilities and systems, and secondary water and septic disposal systems may be located outside of the depicted building envelope.

10. **"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 traversed for ingress, egress and regress to and from public highways. The definition of "private road" also includes bridges, if any.

11. **"Family"** shall mean a single person occupying a dwelling unit and maintaining a household; or, two (2) or more persons related by blood or marriage, occupying a dwelling unit together and maintaining a common household; or, not more than three (3) unrelated persons occupying a dwelling unit together and maintaining a common household.

12. **"Association" or "Property Owners Association"** shall mean Milford Highlands Property Owners Association, a non-profit corporation to be formed by

Declarant, pursuant to the provisions of the Act of December 19, 1996, P.L. 1336, No. 180, §1, 68 Pa. C.S.A. 5101 and designated by Declarant as the entity referred to in Article IX of this Declaration.

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.

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.

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. STORM WATER MANAGEMENT

1. Annually there shall be provided to Milford Township an inspection report prepared by a licensed professional engineer regarding the conditions of the storm water management system. Until assigned by Declarant to the Association, Declarant shall perform such maintenance and repairs to the storm water management system as approved in connection with the approval of the Official Map as are reasonable, necessary and appropriate to assure the operation and functioning thereof in accordance with its approved final design. In the event the annual inspection report is not provided by June 1 of each year after final approval by Milford Township, Milford Township shall have the right to have the report prepared by a licensed professional engineer of its choice. In the event necessary maintenance and/or repairs to the stormwater management system as aforesaid are not performed, Milford Township shall have the right to do so. If any costs, fees, charges or expenses are incurred by Milford Township in furtherance of the performance of any activity pursuant to this subparagraph, it shall have the right to a lien against and upon the title to the properties which are subject to this Declaration, in the amount of any such sum of money so incurred, which lien shall be perfected by the filing of notice thereof as a judgment in the Office of the Prothonotary of Pike County, Pennsylvania, naming Milford Highlands Development as Defendant.

2. Declarant and the Association, upon assignment to the Association of the

duties and obligations set forth in Article III, paragraph 1 above, shall have the full and uninterrupted right, without further permission or assent from Grantee, to enter upon any lot for the purpose of performing such maintenance and repairs as are required by this Article, without liability or obligation to Grantee for any claim of damages arising therefrom.

3. Grantee shall not alter, change or in any manner improperly interfere with the storm water management system or the operation thereof, nor shall Grantee cause there to be discharged into said system, directly or indirectly, any substance except as shall have been approved in connection with the approval of the Official Map. Should Grantee be found to have caused or undertaken to be caused any of the foregoing, Declarant or the Association, as the case may be, shall have the full and uninterrupted right of entry as set forth in Article III, paragraph 2 hereof, to abate, remove, repair or connect such alteration, change, interference or unapproved discharge and to levy and assess the cost thereof to Grantee as an assessment and to collect the same, pursuant to the provisions of Article XIII hereof.

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 claim arising out of the installation, maintenance or use

of the septic system installed on his property.

V. PROTECTIVE COVENANTS AND PERMITTED USES OF LOTS

1. Type of Dwelling. No building shall be erected on the Lot other than one private detached dwelling house, such dwelling house to be designed, constructed and used solely as a private residence for the use of one family, with one private garage attached to or detached from the dwelling house and suitable only for the use of the occupants of and to be used only by the occupants of such dwelling house.

2. Use and Occupancy. No Lot or building erected on the Lot shall be used or occupied for the purpose of any profession, trade, employment, manufacture or business of any description, nor as a school, nursery, day care center or any other use except as a private residence as aforesaid. Notwithstanding anything to the contrary herein, Seller shall have the right to construct and market model homes in the development, and shall have the right to utilize such homes as sales offices and to display such signs as Sellers desire, including, but not limited to, for sale signs or signs displaying the name of the builder.

3. Square Footage of Living Space. No dwelling shall be constructed with less than 2,500 square feet of living space, excluding basements, garages, porches, patios or other outside living space. All garages shall contain not less than 240 square feet of enclosed space.

4. 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, his successors and assigns.

5. 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.

6. Completion of Construction. Exterior construction of any building, 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 refurnished within twelve (12) months of said partial or total destruction shall be deemed and declared to be a nuisance hereunder. Declarant, his 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 attorney's fee of ten (10%) percent together with the costs of the action. Neither Declarant nor any of his 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.

7. Maintenance of Lot. 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 subject to the limitations of Subparagraph 18. 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 his 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.

8. 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.

9. Nuisances. 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 emit 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.

10. 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 it deems necessary.

11. 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 animals 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.

12. Vehicles, Trailers, and Water Craft. 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. 2 hereinafter set forth, so that any such property will not be visible as therein 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 vehicles 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, for any and all expenses incurred by the 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 or 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.

13. 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 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. crossings, 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 the 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 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 and 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 assessment will not constitute a lien except upon reduction to judgment as allowed and provided by law.

14. 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, his 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.

15. 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 placed in such a manner as shall not be visible from adjoining properties. 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, or improved activity area.

16. 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.

17. Removal of Trees. No trees 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.

18. Native Growth. The native vegetation and plant life on any lot shall not be permitted to be destroyed or removed. Provided, however, within the building envelope, such native vegetation or plant life as is necessary to make reasonable residential use of the lot may be removed if approved in advance in writing by the Committee. Removal of such native growth outside of the building envelope as shall be hazardous to persons or property or necessitated for the installation of secondary water or septic systems may be permitted if approved in advance in writing by the Committee. In the event any native vegetation or 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.

19. Changes in Elevation and Grading. No changes in the elevation of the land shall be made on any lot without the prior written consent of the Committee. No such change shall be permitted outside of the building envelope or which will be in contravention of any governmental approval given in connection with the approved Official Map.

20. 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. All structures shall be situate in such a manner as to minimize the visibility thereof from the public roads adjacent to the development.

21. Setbacks. Every dwelling shall be located within the building envelope designated on the Official Map as approved by the Township of Milford and recorded as aforesaid.

22. Wetlands. No area designated as a wetland water course or other body of water shall in any manner be altered, developed, filled, improved or changed except in accordance and conformity with all applicable laws, rules and regulations pertaining thereto.

23. Ditches and Swales. Each lot owner shall keep drainage ditches and swales located on his lot free and clear of obstruction 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.

24. 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.

25. 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 be strictly uniform in appearance with respect thereto, so long as such standards are in compliance with the regulations of the United States Postal Service.

26. 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.

27. Garbage Receptacles. Garbage, receptacles and removal shall be in complete conformity with sanitary rules and regulations. No garbage incinerators shall be permitted. To enhance the appearance and orderliness of the subdivision, the Declarant hereby reserves for himself, his 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 life 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.

28. 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.

29. Open Fires. No open fires shall be started without the prior written

consent of the Committee.

30. 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 was executed by the purchaser.

31. Mining Rights. Coal, oil, gas, minerals and mining rights are not reserved to the Declarant.

32. Drainage Easements. Declarant reserves unto himself, his 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".

33. 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.

VI. THE ENVIRONMENTAL CONTROL COMMITTEE ("Committee")

1. General Powers of the Committee

(a) 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 to 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.

2. Power of Disapproval. The Committee may disapprove any application:

- (a) which does not comply with this Declaration;
- (b) 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
- (c) 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 home erected on other lots within the Development as a whole.

3. 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.

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

5. 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 therefor. 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, his successors or assigns.

6. 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 type 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.

7. 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.

VII. RESERVATIONS AND EASEMENTS

Declarant reserves for himself, his successors and assigns, for purposes incident to his 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 of such dimension as specified on the recorded plat or Official Map.

2. The Declarant excepts and reserves unto himself, his 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 of the Recorder of Deeds of Pike County, at Milford, Pennsylvania. The Declarant expressly excepts and reserves unto himself 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, his 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 himself 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, Subparagraph 2(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.

5. Streets. The Declarant expressly reserves and excepts unto himself, his successors and assigns, an easement or right-of-way under all streets, roads, and rights-of-way in the Development for the purpose of the 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 his 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.

VIII. ADDITIONAL PROPERTY

The Declarant, his successors or assigns, expressly reserves unto himself the sole and exclusive right to bring within the scheme of this Declaration, from time to time and in his 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 described 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.

1. 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 effective upon being duly recorded in the Office of the Recorder of Deeds at Milford, Pennsylvania, in 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, and utilities of the Development.

IX. PROPERTY OWNERS ASSOCIATION

1. A Property Owners Association shall be created by Declarant, his successors and assigns.

2. Grantee covenants and agrees to accept membership in said Property Owners Association, when 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 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.

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 or continuation of a different violation.

**XI. GRANTEE'S ACCEPTANCE OF LOT SUBJECT
TO THIS DECLARATION**

Each grantee or purchaser of a lot by acceptance of a deed conveying title thereto or the execution of a contract or agreement of sale for the purchase thereof, whether from Declarant or a subsequent owner or entity of such lot, by execution of a contract or agreement of sale or acceptance of delivery of a deed to such lot, expressly agrees that such lot is subject to all of the terms and conditions of this Declaration and that such person shall be under and subject to the jurisdiction, rights, powers, privileges and immunities of this Declaration, the Declarant, the Committee and the Property Owners Association, and by such execution and/or acceptance agrees to be bound

thereby, comply and perform therewith and agrees to pay all charges and assessments provided for or allowed pursuant to this Declaration and the law levied and assessed against such lot. By such acceptance, such grantee or purchaser shall for himself, his heirs, personal representatives, executors, successors and assigns, covenant, consent and agree to and with Declarant and the grantee or purchaser of each other lot to keep, observe, comply with and perform all the covenants, conditions and restrictions set forth in this Declaration or in any supplemental or amended declaration.

XII. ROAD SYSTEM & OTHER IMPROVEMENTS

1. Each lot owner shall pay to Declarant, his successors or assigns, or to the Property Owners Association (if any), which shall maintain and operate the central road system serving said lot and all other improvements made, constructed, erected, placed or installed in connection with the development of the property (hereinafter referred to as "Required Improvements") 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, re-construction, renovation and maintenance thereof.

2. All charges for the repair, operation and maintenance of the Required Improvements, imposed by Declarant, his 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 Required Improvements. 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 and the successors thereto. 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

**XIII. 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 to 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 then owner, his heirs, devisees, personal representatives, 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 costs, including filing fees, deposition costs, expert witness fees and wages, salaries and the like of employees, and officers of the Association.

XIV. 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.

XV. INTERPRETATION

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

XVI. 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.

XVII. 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.

XVIII. LAW TO GOVERN

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

XIX. AMENDMENT

Notwithstanding any other terms or conditions of this Declaration to the contrary, there shall be no amendment of this Declaration whatsoever without 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 of the Recorder of Deeds aforesaid.

XX. HEADINGS

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

XXI. 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 herein, 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.

XXII. CAPTIONS

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

XXIII. SEVERABILITY

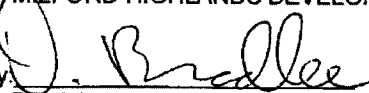
Any provisions of this Declaration which may prove unenforceable under any law shall not affect the validity of any other provision thereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the

22 day of December, 2004.

MILFORD HIGHLANDS DEVELOPMENT

By



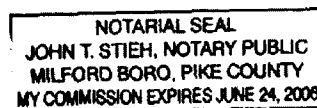
Dominic Bradlee

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF PIKE)

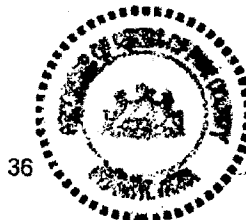
On this 3rd day of August, 2008, before me, the undersigned officer, personally appeared DOMINIC BRADLEE, who acknowledged himself to be the Declarant in the foregoing Declaration of Protective Covenants, Easements, Restrictions, Exceptions, Reservations and Conditions Pertaining to the Land of Milford Highlands Development and, as such, executed the foregoing instrument for the purposes therein contained.

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


Notary Public



I hereby CERTIFY that this document is recorded in the
Recorder of Deeds Office of Pike County Pennsylvania.



Lynn A. Murcko
Lynn A. Murcko,
Recorder of Deeds

①

Record & Return To:
Westminster Abstract Co.
250 Gibraltar Road
1st Floor - West Wing
Horsham, PA 19044
(215) 293-5080

200600008641
Filed for Record in
PIKE COUNTY, PA
LYNN A MURCKO
05-19-2006 At 02:57 PM.
AMND DECLAR 112.50
OR Book 2174 Page 2324 - 2375

**FIRST AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS,
RESERVATIONS, RESTRICTIONS, EASEMENTS,
EXCEPTIONS, CONDITIONS AND OTHER EQUITABLE
SERVITUDES PERTAINING TO
MILFORD HIGHLANDS,
A PLANNED COMMUNITY**

This First Amended and Restated Declaration made this 16th day of MAY
2006 by Milford Arcadia, L.P. (hereinafter referred to as "Declarant").

WITNESSETH THAT

WHEREAS, Declarant is the owner of certain real property situate in
Milford Township, Pike County, Pennsylvania, as is more particularly described in
Schedule "A" attached hereto and incorporated herein by reference thereto, as
fully as if the same was here set forth at length, said land being known as and
hereinafter referred to as Milford Highlands (sometimes hereinafter referred to as
the "Development" and the "Property"); and

WHEREAS, Declarant acquired title to the Development by virtue of a
certain deed from Dominic Bradlee, said deed being dated the 17th day of
February, 2005 and recorded in the Office of the Recorder of Deeds in and for
Pike County, Pennsylvania in Record Book 2095 at page 10 on April 19,
2005; and

WHEREAS, Declarant deems it necessary and appropriate to amend and
restate the Declaration of Protective Covenants, Reservations, Restrictions,
Easements, Exceptions, Conditions and Other Equitable Servitudes Pertaining to

Instrument
200600008641 OR Book Page
2174 2324

Milford Highlands Development dated the 22nd day of December, 2004 and recorded in the Office of the Recorder of Deeds in and for Pike County, Pennsylvania in Record Book 2129 at page 1774 on September 1, 2005; 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 Development.

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 Milford Highlands. This Declaration shall create and is intended to create mutual equitable servitudes 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. The Declarant hereby submits that portion of the real property described in Exhibit A and all easements, rights and appurtenances belonging thereto, to the provisions of the Pennsylvania Uniform Planned Community Act, Act No. 1996-180 (68 Pa. Cons. Stat. § 5101 *et seq.*) (the "Act") which Act is hereby incorporated herein by reference, and the Declarant hereby creates a Planned Community.

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 Milford Arcadia, L.P., also designated "Grantor" herein, with an address of 113 Seventh Street, Milford, PA 18337.
2. **"Development"** is the lands situate in Milford Township, Pike County, Pennsylvania, comprising Milford Highlands, as is more particularly identified and described on the aforesaid Exhibit "A".
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 recorded in the Office of the Recorder of Deeds in and for Pike County, Pennsylvania at Milford, Pennsylvania.
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 section 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 Dominic Bradlee, his successors and assigns. All of the covenants contained herein applicable to "Grantor" shall extend to his 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. **"Building Envelope"** shall mean the depicted area within the boundaries of each lot as designated on the Official Map within which all structures and related appurtenances and improvements to be erected or

constructed on the lot must be situate. Driveways, utility interconnections and related equipment, drainage facilities and systems, and secondary water and septic disposal systems may be located outside of the depicted building envelope.

10. **"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 traversed for ingress, egress and regress to and from public highways. The definition of "private road" also includes bridges, if any.

11. **"Family"** shall mean a single person occupying a dwelling unit and maintaining a household; or, two (2) or more persons related by blood or marriage, occupying a dwelling unit together and maintaining a common household; or, not more than three (3) unrelated persons occupying a dwelling unit together and maintaining a common household.

12. **"Association" or "Property Owners Association"** shall mean Milford Highlands Property Owners Association, a non-profit corporation to be formed by Declarant, pursuant to the provisions of the Act of December 19, 1996, P.L. 1336, No. 180, §1, 68 Pa. C.S.A. 5101 and designated by Declarant as the entity referred to in Article IX of this Declaration.

13. **"Assessment"** means any amount which, from time to time, is levied upon any Owner or Owners. The types of Assessments are:

- (a) **"Common Expense Assessment"** which means and includes each Owners' proportionate share of the funds required for payment of the Common Expenses of the Development;
- (b) **"Special Assessments"** which means and includes any and all amounts levied upon Owner in the event the Common Expense Assessments are inadequate to meet the Common Expenses ; and
- (c) **"Personal Charges"** which means and includes any and all amounts levied against a particular Owner not included in his Common Expenses Assessment.

14. **"Common Expenses"** means all expenses incurred by the Association or its duly authorized agent(s) for the maintenance, repair, replacement, restoration, improvement, operation, and administration of the Development, as well as all Assessments lawfully levied against Owner by the Association or its duly authorized agent in accordance with the provisions of this Declaration and the By-Laws of the Association. All Owners or Lots shall pay their proportionate share of the Common Expenses on such basis as shall be determined by the Association.

15. **"Common Area"** means any and all real property designated as such on one or more recorded Plats and all real property conveyed or which may later be conveyed to the Association by Declarant, together with all improvements which may at any time be constructed thereon, including, but not

limited to, Internal Access Roads, Utility Facilities, Parking areas, community facilities and parks.

16. "Turnover Date" means the date on which the rights of the Declarant to designate the members of the Board of Directors of the Association are terminated pursuant to section 14.4.

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 and all other lot owners of part of the Development.

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, reduce or adversely affect Grantee's road frontage and access to the road or roads abutting Grantee's land at the time of conveyance to Grantee.

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 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. STORM WATER MANAGEMENT

1. Annually there shall be provided to Milford Township an inspection report prepared by a licensed professional engineer regarding the conditions of the storm water management system, the cost thereof to be a common expense. Until assigned by Declarant to the Association, Declarant shall perform such maintenance and repairs to the storm water management system as approved in connection with the approval of the Official Map as are reasonable, necessary and appropriate to assure the operation and functioning thereof in accordance with its approved final design and the Declarant shall cause the annual inspection report to be prepared. In the event the annual inspection report is not provided by June 1 of each year after final approval by Milford Township, Milford Township shall have the right to have the report prepared by a licensed professional engineer of its choice. In the event necessary maintenance and/or repairs to the storm water management system as aforesaid are not performed, Milford Township shall have the right to do so. If any costs, fees, charges or expenses are incurred by Milford Township in furtherance of the performance of any activity pursuant to this subparagraph, it shall have the right to a lien against and upon the title to the properties which are subject to this Declaration, in the amount of

any such sum of money so incurred, which lien shall be perfected by the filing of notice thereof as a judgment in the Office of the Prothonotary of Pike County, Pennsylvania, naming Milford Highlands Development as Defendant.

2. Declarant and the Association, upon assignment to the Association of the duties and obligations set forth in Article III, paragraph 1 above, shall have the full and uninterrupted right, without further permission or assent from Grantee, to enter upon any lot for the purpose of performing such maintenance and repairs as are required by this Article, without liability or obligation to Grantee for any claim of damages arising therefrom, unless such claim of damages arises from the gross negligence or willful misconduct of the Declarant, the Association or their respective agents, affiliates, employees, successors and/or assigns.

3. Grantee shall not alter, change or in any manner improperly interfere with the storm water management system or the operation thereof, nor shall Grantee cause there to be discharged into said system, directly or indirectly, any substance except as shall have been approved in connection with the approval of the Official Map. Should Grantee be found to have caused or undertaken to be caused any of the foregoing, Declarant or the Association, as the case may be, shall have the full and uninterrupted right of entry as set forth in Article III, paragraph 2 hereof, to abate, remove, repair or connect such alteration, change, interference or unapproved discharge and to levy and assess the cost thereof to Grantee as an assessment and to collect the same, pursuant to the provisions of Article XIII hereof.

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 claim arising out of the installation, maintenance or use of the septic system installed on his property.

V. PROTECTIVE COVENANTS AND PERMITTED USES OF LOTS

1. Type of Dwelling. No building shall be erected on the Lot other than one private detached dwelling house, such dwelling house to be designed, constructed and used solely as a private residence for the use of one family, with one private garage attached to or detached from the dwelling house and suitable only for the use of the occupants of and to be used only by the occupants of such dwelling house and capable of housing not more than five (5) automobiles.

2. Use and Occupancy. No Lot or building erected on the Lot shall be used or occupied for the purpose of any profession, trade, employment, manufacture or business of any description, nor as a school, nursery, day care center or any other use except as a private residence as aforesaid.

3. Square Footage of Living Space. No dwelling shall be constructed with less than 2,500 square feet of living space, excluding basements, garages, porches, patios or other outside living space. All garages shall contain not less than 240 square feet of enclosed space.

4. 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, his successors and assigns.

5. 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.

6. Completion of Construction. Exterior construction of any building, 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 refurnished within twelve (12) months of said partial or total destruction shall be deemed and declared to be a nuisance hereunder. Declarant, his 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 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, an action at law may be brought 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 attorney's fee of ten (10%) percent together with the costs of the action. Neither Declarant, Association, Grantee nor any of their 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.

7. Maintenance of Lot. 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 subject to the limitations of Subparagraph 18. 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 or the Association may, after prior written notice to said lot, 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, Association nor any of their 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.

8. Subdivision. No lot shall be re-subdivided, 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 re-subdivision of a lot shall not reduce the annual assessments, charges, commissions and fees due declarant imposed upon said lots, nor shall said re-subdivision 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 re-subdivided lot, shall be assessed a pro rata share of all such assessments, charges, commissions and fees.

9. Nuisances. 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 emit 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.

10. 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 it deems necessary.

11. 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 animals 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.

12. Vehicles, Trailers, and Water Craft. 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. 2 hereinafter set forth, so that any such property will not be visible as therein 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 vehicles 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 Association shall have an unrestricted right (but not an obligation) to remove said vehicles and other such equipment parked or kept in violation of this covenant. The Grantee(s), their heirs and assigns, shall reimburse the Association for any and all expenses incurred

by the Association 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 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 or vehicles. However, nevertheless, minibikes, trail bikes, all-terrain vehicles, snowmobiles, and other similar type of vehicles may be permitted, subject to these restrictions, within the Development if approved in writing by the Board, or otherwise expressly authorized by the rules and regulations established by the Declarant or the Association.

13. Traffic Safety and Security. Grantee, and the heirs and assigns of Grantee, will be liable to pay a fine to the Association for the violation of traffic, safety and security 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. crossings, and all other rules and regulations pertaining to the safety, security, convenience, health and welfare of the entire Community, which fines shall bear a reasonable relationship to the budgeted cost of the Association for security and the policing of any such rules and regulations, including any and all anticipated costs, fees, including attorneys' fees, and expenses, both direct and indirect to be incurred and which assessments may be set forth on a schedule of fines for specified violations which shall be published and/or posted in the manner as provided for other rules and regulations by the Association. The Grantee, who is the owner of the lot,

shall be liable for and responsible to pay all such fines 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 and 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 fine will constitute a lien except upon reduction to judgment as allowed and provided by law.
- Nothing provided for herein shall require the Association to institute and/or enforce such traffic, safety or security rules.

14. 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, his 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.

15. 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 placed in such a manner as shall not be visible from adjoining properties. Every receptacle for rubbish shall be so placed and kept as

not to be visible from any public highway, private road, other residence, or improved activity area.

16. 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, provided, however, nothing herein contained shall be deemed or construed to preclude, limit or prohibit the use of temporary structures by Declarant. 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.

17. Removal of Trees. No trees 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.

18. Native Growth. The native vegetation and plant life on any lot shall not be permitted to be destroyed or removed. Provided, however, within the building envelope, such native vegetation or plant life as is necessary to make reasonable residential use of the lot may be removed if approved in advance in writing by the Committee. Removal of such native growth outside of the building envelope as shall be hazardous to persons or property or necessitated for the installation of secondary water or septic systems may be permitted if approved in

advance in writing by the Committee. In the event any native vegetation or 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.

19. Changes in Elevation and Grading. No changes in the elevation of the land shall be made on any lot without the prior written consent of the Committee. No such change shall be permitted outside of the building envelope or which will be in contravention of any governmental approval given in connection with the approved Official Map.

20. Approval of House Plans, Elevation and Design. Except as to Declarant, 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. All structures shall be situate in such a manner as to minimize the visibility thereof from the public roads adjacent to the development.

21. Setbacks. Every dwelling shall be located within the building envelope designated on the Official Map as approved by the Township of Milford and recorded as aforesaid.

22. Wetlands. No area designated as a wetland, water course or other body of water shall in any manner be altered, developed, filled, improved or

changed except in accordance and conformity with all applicable laws, rules and regulations pertaining thereto.

23. Ditches and Swales. Each lot owner shall keep drainage ditches and swales located on his lot free and clear of obstruction 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.

24. 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.

25. 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 be strictly uniform in appearance with respect thereto, so long as such standards are in compliance with the regulations of the United States Postal Service.

26. Clothes Lines. Outdoor clothes lines or drying yards of any kind are prohibited.

27. Garbage Receptacles. Garbage, receptacles and removal shall be in complete conformity with sanitary rules and regulations. No garbage incinerators shall be permitted. To enhance the appearance and orderliness of the subdivision, the Declarant hereby reserves for himself, his 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 life 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.

28. 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 as to the location, style and design. No above ground swimming pools shall be permitted.

29. Open Fires. No open fires shall be started without the prior written consent of the Association.

30. 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 was executed by the purchaser.

31. Mining Rights. Coal, oil, gas, minerals and mining rights are not reserved to the Declarant.

32. Drainage Easements. Declarant reserves unto himself, his 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".

33. 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.

VI. THE ENVIRONMENTAL CONTROL COMMITTEE ("Committee")

1. General Powers of the Committee

(a) Power to approve construction plans.

Except for Declarant, 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 to 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.

2. Power of Disapproval. The Committee may disapprove any application:

- (a) which does not comply with this Declaration;
- (b) 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
- (c) 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 home erected on other lots within the Development as a whole.

3. 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.

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

5. 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 therefor. 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, his successors or assigns.

6. 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 type 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.

7. 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.

VII. RESERVATIONS AND EASEMENTS

Declarant reserves for himself, his successors and assigns, for purposes incident to his 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 of such dimension as specified on the recorded plat or Official Map.

2. 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.

3. 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, Subparagraph 2(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.

4. Streets. The Declarant expressly reserves and excepts unto himself, his successors and assigns, an easement or right-of-way under all streets, roads, and rights-of-way in the Development for the purpose of the 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.

5. 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.

6. 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 his 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.

VIII. ANNEXATION OF ADDITIONAL PROPERTY

1. Ability to Annex. For a period of seven (7) years from the date of recording of the Declaration, Declarant may, from time to time and in its sole discretion, annex to the Development any other real property owned or to be acquired by Declarant which it is contiguous or adjacent to or in the vicinity of the Development.

2. Method of Annexation. Declarant shall effect such annexation by recording a Plat of real property to be annexed and by indicating thereon that the property shown on said Plat is a part of the Subdivision, thereby declaring that

such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the provisions of this Declaration. Declarant may also record a Supplemental Declaration hereto to which shall:

- (a) Describe the real property being annexed and designate the permissible uses thereof; and
- (b) Contain such other matters as shall be deemed necessary or appropriate, provided the same are not inconsistent with this Declaration.

3. Effectiveness of Annexation. Upon the recording of such Plat and Supplemental Declaration, if any, the annexed area shall become a part of the Development, as fully as if such area were part of the Development on the date of the recording of this Declaration, and thereafter, the term "Development" as used herein shall include the annexed area and all Owners of Lots in the annexed area shall be subject to all of the terms and provisions of this Declaration.

4. 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 effective upon being duly recorded in the Office of the Recorder of Deeds at Milford, Pennsylvania, in and for the County of Pike if in full conformity with provisions relating to supplementary declarations herein set forth.

IX. PROPERTY OWNERS ASSOCIATION

1. A Property Owners Association shall be created by Declarant, his successors and assigns.

2. Membership. Each Owner (including the Declarant so long as Declarant holds title to one or more Lots) upon acceptance of a deed shall automatically and without the necessity of further action be a member of the Association and shall remain a member until transferring ownership of the lot to a successor interest. There shall be one membership per Lot. Membership shall be appurtenant to and may not be separated from Ownership of Lot. Ownership of a Lot shall be the sole qualification for membership unless otherwise provided herein. The Association shall be given written notice of the change of ownership of a Lot within Ten (10) days after such change. Each member agrees to be bound by the By-Laws of the Association, this Declaration, the budget of the Association and any Management Agreement, as the same may be amended from time to time.

3. Each grantee member of the Association shall pay to the Association reasonable assessments for the operational and capital 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 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 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.

4. All fees and other assessments specified or otherwise provided for by the Association 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.

5. Voting. Members of the Association shall be Owners of Lots in the Development. Each Owner, with the exclusion of the Declarant, shall be entitled to One (1) vote for each Lot owned with respect to all matters to be voted upon by members of the Association. In the event more than One (1) person is the Owner of a Lot, One (1) person shall be designated as the Owner of a Lot, One (1) person shall be designated as the "voting member." In the event of a dispute between the Owners of any Lot as to which one shall be the voting member, such Owners may not vote until such time as the dispute is settled. Notwithstanding the above, subsequent to the Turnover Date as provided for in Section 14.4, Declarant shall have One (1) vote for each Lot for which it is deemed the Owner.

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 or continuation of a different violation.

XI. GRANTEE'S ACCEPTANCE OF LOT SUBJECT

TO THIS DECLARATION

Each grantee or purchaser of a lot by acceptance of a deed conveying title thereto or the execution of a contract or agreement of sale for the purchase thereof, whether from Declarant or a subsequent owner or entity of such lot, by execution of a contract or agreement of sale or acceptance of delivery of a deed to such lot, expressly agrees that such lot is subject to all of the terms and conditions of this Declaration and that such person shall be under and subject to the jurisdiction, rights, powers, privileges and immunities of this Declaration, the Declarant, the Committee and the Property Owners Association, and by such execution and/or acceptance agrees to be bound thereby, comply and perform therewith and agrees to pay all charges and assessments provided for or allowed pursuant to this Declaration and the law levied and assessed against such lot. By such acceptance, such grantee or purchaser shall for himself, his heirs, personal representatives, executors, successors and assigns, covenant, consent and agree to and with Declarant and the grantee or purchaser of each other lot to

keep, observe, comply with and perform all the covenants, conditions and restrictions set forth in this Declaration or in any supplemental or amended declaration.

XII. ROAD SYSTEM & OTHER IMPROVEMENTS

1. Each lot owner shall pay to Declarant, his successors or assigns, or to the Property Owners Association (if any), which shall maintain and operate the central road system serving said lot and all other improvements made, constructed, erected, placed or installed in connection with the development of the property (hereinafter referred to as "Required Improvements") 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, reconstruction, renovation and maintenance thereof.

2. All charges for the repair, operation and maintenance of the Required Improvements, imposed by Declarant, his 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 Required Improvements. 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 and the successors thereto. 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

XIII. ASSESSMENTS

1. Common Expense Assessments. Each Owner shall be required to pay a Common Expense Assessment for each Lot owned. Common Expense Assessments shall be levied by the Association through the Board of Directors or its designee, to meet the Common Expenses. The Common Expenses shall be shared equally by the Owners. The Common Expenses shall include (subject to amendment), but shall not be limited to, the costs of the following items:

- (a) Personal property taxes, real estate taxes, and any other fees or assessments levied by a governmental authority with respect to the Common Area;

- (b) The maintenance, repair, modification, alteration, redecoration, and replacement of the Common Areas and the improvements, or portions thereof, within the Development which are required to be maintained by the Association pursuant to this Declaration;
- (c) Insurance coverage, as provided for herein and in the By-Laws;
- (d) The purchase, repair, and replacement of any furniture, fixtures, and equipment which may be owned or leased by the Association;
- (e) Administrative costs;
- (f) Management fee;
- (g) Reserves, as described herein below;
- (h) Any other costs incurred by the Association in connection with the maintenance, repair, replacement, restoration, redecoration, improvement, operation and administration of the Development, and in connection with the operation and administration of the Association.

The Common Expense Assessment shall be due and payable by an Owner at such time or times, but not less than annually, as shall be determined by the Board of Directors.

2. Special Assessments. If the Common Expense Assessment collected from the Owners are at any time inadequate to meet the costs and

expenses incurred by or imposed upon the Association for any reason, including, but not limited to the non-payment by the Owner of any assessments, the Board shall immediately determine the approximate amount of such inadequacy, prepare a supplemental budget, and levy a Special Assessment upon each Owner in such amount(s) as the Board determines to be necessary to pay the Association's costs and expenses, which Special Assessment shall be allocated equally among all of the Owners. Any Special Assessment shall be due and payable within Thirty (30) days after the date upon which a written notice of such Special Assessment is mailed to the Owner, unless the Board determines that installment payments shall be permitted and provides each Owner with an approved payment schedule, in which case each Owner's payments must be made no later than is specified in such payment schedule. In the event that the Board authorized the payment of any Special Assessment in installments, no notice of the due date of each individual installment payment shall be required to be given, other than the aforesaid Special Assessment notice.

3. Personal Charges. Each Owner shall be responsible for paying to the Association any and all expenses incurred as a result of the act or omission to act of that Owner or any other person(s) occupying such Owner's Lot, including, but not limited to the cost to repair any damage to any Common Area, the cost to satisfy any expenses arising from an intentional or negligent act or omission of the Owner or any person whose right or privilege to be present in the Development emanate from the intentional act of an Owner, (to the extent not covered by insurance), or resulting from his or their breach of any of the

provisions of this Declaration and any late fees, fines, attorney's fees, and other amounts which this Declaration expressly permits to be assessed upon a particular Owner. All such Personal Charges shall be due and payable with Thirty (30) days from the date upon which a notice of such Personal Charge is mailed, by regular mail or delivered to the responsible Owner. Any credit privileges for services provided by the Declaration which the Declarant may entitle Owners to have shall also be a Personal Charge. A Personal Charge may be imposed by the Association against any Owner for the violation of the By-Laws, Rules or Regulations of the Association, in such amount(s) as shall be determined by the Association.

4. Liability for Assessments. No Owner may exempt himself, his or successors assigns, from his obligation to pay any Assessments by his waiver of the use and enjoyment of his Lot or of any of the Common Areas or by the abandonment of his Lot.

5. Surplus Funds. The Association, through its Board of Directors shall, from time to time, fix and determine the sum or sums which are necessary and adequate to provide for the Common Expenses of the Development and such other Assessments as are specified herein. The procedure for determining all such assessments shall be as set forth in the By-Laws and this Declaration. In the event that the Board of Directors determines at any time during the Association's fiscal year that the aggregate amount of assessments are, or will be, in excess of the amounts needed to meet the Common Expenses of the Development, such excess amount shall be applied to reduce the amount

assessed to meet the Common Expenses for such fiscal year. Any such excess shall not relieve any Owner from this obligation to pay any delinquent amounts which he owes the Association, nor shall any Owner be entitled to a refund of all or any portion of any assessment previously paid on account of such excess.

6. Reserves. Notwithstanding the foregoing provisions of this Declaration, the Board shall, from time to time, establish One (1) or more reserves as are necessary for the operation and improvement of the Development by including amounts intended for such purpose in the Association's budget, or by levying assessments upon all of the Owners allocated among Owners in the manner set forth in this Declaration and the Bylaws, in such amounts as the Board determines to be necessary and appropriate. The reserves may be used to pay any extraordinary expenses for which they were established or intended, may be allocated to reserve accounts which were established for different purposes, or may be used to meet any deficiencies in operating funds, as the case may be, from time to time resulting from delinquencies by Owners in the payment of any assessment, or otherwise; provided, however, that the existence of such reserves shall not operate to exempt any Owner from his obligation to contribute his proportionate share of the common expenses or to pay any such assessments therefor. Any funds used from any of said reserves to meet any deficiencies in operating or maintenance funds resulting from an Owner's delinquencies shall promptly be restored upon the payment of such delinquent assessments by such Owner. The interest of each Owner in said reserves and any other funds being held by the Association

shall not be withdrawn or assigned separately, but shall be deemed to be transferred with his Lot, even though not mentioned or described expressly in the instrument of transfer.

7. Late Charges and Interest. Except as otherwise expressly provided herein, any assessment levied upon an Owner which is not paid within Fifteen (15) days after the date upon which it is due shall bear interest at the rate of fifteen (15) percent from the date due until paid, and in the sole discretion of the Board, a late charge in such reasonable and uniform amount as may be set by the Board from time to time may be charged.

8. Lots Owned by Declarant. Notwithstanding any provision to the contrary contained herein, Declarant shall not be assessed by the Association contained herein, Declarant shall not be assessed by the Association for any portion of the Common Expenses attributable to any Lot(s) of which it is or is deemed to be the Owner, pursuant to the provisions hereof, until the occurrence of the Turnover Date as provided for in Section 14.4 below. During any such period of time the Declarant shall pay to the Association the amount of the monetary deficiencies in the Common Expenses not collected from Owners. The amount of the deficiencies which the Declarant shall pay shall be the difference between (a) the Common Expenses attributable to such Lots; and (b) the Common Expense Assessments assessed against the Owners. Declarant shall pay the amount of such deficiencies when and as the expenses attributable to the maintenance, operation and administration of the Development become due.

9. Default in Payment of Assessments - Liens. The Association shall

have a lien on a Lot for any assessment, installment or charge levied against or attributable to the Lot or the Owner thereof, or fines imposed against the Owner, from the time the assessment or fine becomes due. The Association's lien may be foreclosed in a like manner as a mortgage on real estate. In the event any assessment, charge or fine imposed is payable in installments, and one or more installments are not paid when due, the entire outstanding balance of the assessment shall become and is effective as a lien from the due date of the delinquent installment.

The lien for the assessments and applicable charges, provided above shall be subordinate to the Mortgagee's mortgage on the Lot which was recorded prior to the date that any such assessments or charges become due. Except as hereinafter provided, the lien for assessments and charges shall be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid assessments and charges which became due prior to the date of the transfer of title. The unpaid assessments and charges shall become a Common Expense which may be collected from all of the Owners including the transferee. The Association shall remain entitled to recover any unpaid assessments from the Owner whose Lot was foreclosed upon.

No amendment of this Article shall affect the rights of any mortgagee of Record which has recorded its mortgage in the Office of the Recorder of Deeds in and for Pike County, Pennsylvania.

In the event the Association incurs any cost or charge to pursue collection of any assessment, charge or fine, any such cost or charge, including, but not limited it's the Associations administrative costs, court costs and reasonable attorneys fees shall be added to and become part of the sum to be collected.

Each assessment charge and/or fines, and any late charges, interest, and costs of collection, including reasonable attorney's fees, shall be a personal debt of the Owner against whom they are assessed. Any lien arising hereunder shall continue in full force and effect until fully paid or otherwise discharged. Each Owner shall be deemed to covenant and agree to the attachment of such lien, which shall continue in full force and effect until fully paid or otherwise discharged.

10. Statement of Unpaid Assessments. Upon a written request therefor and the payment of a reasonable fee, as determined by the Board, the Association, shall furnish to an Owner or Mortgagee which has a lien on such Lot, a statement setting forth the amount of unpaid assessments, if any, currently levied against such Owner's Lot. Said statement shall be furnished within Ten (10) business days after receipt of the request therefor and shall be binding upon the Association, the Board, and every other Owner.

XIV. DECLARANT'S RESERVED RIGHTS

1. GENERAL RESERVATION. In addition to any rights or power reserves to the Declarant or by the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Notwithstanding anything in this Declaration or the By-Laws to the contrary, the provisions set forth in this Article shall govern.

If not sooner terminated as provided in this Article, the provisions of this Article shall terminate and be of no further force and effect from and after such time as the Declarant is no longer vested with or controls title to any part of the Development.

2. PROMOTION OF DEVELOPMENT. In connection with or incidental to the construction, promotion, sale or rental of any portion of the Development, any Units therein, (i) the Declarant shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Common Areas of portions of the Development owned by the Declarant as the Declarant may, from time to time, determine to be necessary or advisable, including without limitation, the right to construct and maintain model dwelling units, sales offices, business offices, commercial offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to store material and equipment used in connection with the foregoing on or in the Common Areas or portions of the Development owned by Declarant without the payment of any fee or charge whatsoever, and (ii) Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking to and through, and the right to use and enjoy the Common Areas and any improvements thereon at any and all reasonable times without fee or charge.

3. GRANT OF EASEMENTS. Declarant shall have the right to reserve or grant easements over the Common Areas, any improvements thereon, and

Units to any governmental authority, public utility or private utility for the installation and maintenance of electrical, telephone, electronic communication and cable television conduit and lines, gas, sewer or water lines, irrigation or drainage facilities, or any other utility services serving any Unit, or any other real estate (whether or not a part of the Development).

4. DECLARANT CONTROL OF THE ASSOCIATION. On the first to occur of (i) five (5) years from the date of the first conveyance of a Unit to a person other than the Declarant or (ii) sixty (60) days after conveyance of seventy-five (75%) percent of the Units which may have been created to Unit Owners other than the Declarant, (b) two (2) years after all Declarants shall have ceased to offer Units for sale in the ordinary course of business, or (c) two (2) years after any development right to add new units was last exercised, whichever be the earlier.

Not later than sixty (60) days after the conveyance of twenty-five (25%) percentum of the Units which may be created to Unit Owners other than Declarant, at least one (1) and not less than twenty-five (25%) percentum members of the Board of Directors shall be elected by Unit Owners other than the Declarant. Not less than sixty (60) days after the conveyance of fifty (50%) percentum of the Units which may be created to Unit Owners other than the Declarant, not less than thirty-three (33%) percentum of the members of the Board of Directors shall be elected by Unit Owners other than the Declarant. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date." From and after the Turnover Date, the

Association Board shall be constituted and elected as provided in the By-Laws.

5. OTHER RIGHTS. The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Development which, in the Declarant's opinion, are necessary or desirable in connection with the rights of the Declarant under this Declaration.

6. ASSIGNMENT BY DECLARANT. All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, all the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of the Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights. The Declarant may from time to time convey a portion of the Development to another entity who intends to develop and sell or resell Units ("Successor Developer"). The Declarant may specifically grant to a Successor Developer some or all of the rights and powers reserved to the Declarant with respect to the portion of the Development conveyed to the Successor Developer by so providing in the deed or conveyance, and such rights and powers shall terminate as provided in the deed, but no later than such time as the Successor Developer is no longer vested with or controls title to any part of such portion of the Development.

7. The Declarant excepts and reserves unto himself, his 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 of the Recorder of Deeds of Pike
County, at Milford, Pennsylvania. The Declarant expressly
excepts and reserves unto himself 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, his 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) Declarant expressly excepts and reserves unto himself 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.

XV. 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.

XVI. INTERPRETATION

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

XVII. 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.

XVIII. RULES AND REGULATIONS

The Association and the Committee is 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 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.

XIX. LAW TO GOVERN

This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. In the event any provision of this Declaration is deemed to be in contravention of the applicable provisions of any law, the contravening provision hereof shall automatically be replaced by the applicable provision of the law so contravened.

XX. AMENDMENT

1. Method of Amendment. This Declaration may be amended, in whole or in part, or repealed upon the happening of the following events:

- (a) The vote of three-fourths (3/4) of the members of the Association, subsequent to the Turnover Date, approving the

proposed amendment or amendments of the repeal of this Declaration at a meeting of the Association duly held, the notice of which shall have stated as a purpose the consideration of the amendment of this Declaration, giving the substance of any proposed amendments; and

- (b) The recordation of a certificate of the Secretary or an Assistant Secretary of the Association setting forth in full the amendment or amendments to this Declaration so approved, and certifying that said amendment or amendments have been approved by vote of the Owners pursuant to this Article.

2. Special Amendments. Notwithstanding any provision of this Declaration to the contrary, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration:

- (a) To comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, the requirements of Milford Township, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future

perform) functions similar to those currently performed by such entities;

- (b) To induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Lots;
- (c) To correct clerical or typographical errors in this Declaration or any Exhibit;
- (d) To bring the Declaration into compliance with applicable laws, ordinances or governmental regulations;
- (e) To comply with the requirements of any lending institution or title insurance company; or
- (f) To restate or compile all previous amendments into a single document.

In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on the Turnover Date.

3. Reservation of Declarant Right. Notwithstanding any provision of this Declaration to the contrary, Declarant shall have the right to unilaterally

amend this Declaration at any time prior to recordation in the Recorder's Office of any Warranty deed conveying a Lot in the Development to an Owner, and thereafter, until the earlier of the Turnover Date, or seven (7) years from the date of recording of this Declaration, provided solely that such amendment or repeal does not materially affect the rights of Owners or any mortgagees.

XXI. 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 constitute a part of this Declaration, nor shall they affect its meaning, construction, or effect, in any manner whatsoever.

XXII. 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 herein, 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.

XXIII. CAPTIONS

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

XXIV. SEVERABILITY

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

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the 16th day of MAY, 2006.

MILFORD ARCADIA, L.P.
By: Milford Arcadia Group, Ltd.,
General Partner

By: Dominic Bradlee
President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PIKE) SS:

On this, the 16th day of MAY, 2006,

before me, the undersigned officer, personally appeared DOMINIC BRADLEE, who acknowledged himself to be the President of MILFORD ARCADIA GROUP, LTD., General Partner of Milford Arcadia, L.P., and that he, as such Officer, has executed the foregoing instrument for the purposes therein contained by signing the name of the General Partner by himself as President.

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

NOTARIAL SEAL
JOHN T. STIEH, NOTARY PUBLIC
MILFORD BORO. PIKE COUNTY
COMMISSION EXPIRES JUNE 24, 2008

John T. Stieh
Notary Public

I hereby CERTIFY that this document is recorded in the
Recorder of Deeds Office of Pike County Pennsylvania.



Lynn A. Murcko
Lynn A. Murcko
Recorder of Deeds