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DECLARATION OF CONDITIONS, RESTRICTIONS AND COVENANTS
AFFECTING THE SUB-DIVISION KNOWN AS "SADDLE RIDGE"
IN THE TOWNSHIP OF DALLAS,
COUNTY OF LUZERNE AND STATE OF PENNSYLVANIA

THIS DECLARATION, made this 19TH day of JANUARY, 2006, by HALBING-AMATO DEVELOPERS, LLC, A Pennsylvania Limited Liability Company of Luzerne County, Pennsylvania, hereinafter sometimes referred to as "DEVELOPER":

WITNESSETH:

WHEREAS, DEVELOPER is the owner of the real property described in the document hereof; and

WHEREAS, DEVELOPER desires to provide for the preservation of the values and amenities of said real property and the improvements to be constructed thereon; and to this end, desires to subject the real property described in this document to the covenants, restrictions, easements, reservations and charges hereinafter set forth, each and all of which is and are for the benefit of such real property and in aid of a uniform scheme or plan of development for such real property.

WHEREAS, all restrictions, conditions and covenants shall apply to certain lots owned by the HALBING-AMATO DEVELOPERS, LLC, which lots are located in Dallas Township, Luzerne County, Pennsylvania, as shown on map of said development and further described in Luzerne County Record Book 3004 at page 155430. No other lots owned by HALBING-AMATO DEVELOPERS, LLC are subject to these covenants.

WHEREAS, all restrictions, conditions and covenants are subject to the codes of the Township of Dallas.

NOW, THEREFORE, the DEVELOPER hereby declares that the real property described in this document is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to the covenants, restrictions, easements, reservations and charges (hereinafter sometimes referred to as "covenants and restrictions" hereinafter set forth):

ARTICLE I:

Section 1. Property Subject to Declaration. The real property which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to this Declaration is located in the Township of Dallas, County of Luzerne and State of Pennsylvania, and is more particularly described in Luzerne County Record Book 3004 at page 155430 and by this reference made a part hereof. Such real property is hereinafter sometimes referred to as the "subject property". The property identification number is: **DS 300A L21A**

Section 2. Homeowners Association. It is agreed that the Developer shall form a non-profit corporation. All common elements shall be conveyed to the not-for-profit corporation at such time as fifty (50%) percent of the lots in **PHASE I** of the development have been sold. All persons to whom lots are conveyed in the development hereby agree to become stockholders in said not-for-profit corporation which not-for-profit corporation shall constitute the Homeowners Association for these purposes. Each lot shall have one vote and one share of ownership in the not-for-profit corporation. All homeowners hereby agree that acceptance of the Deed constitutes an agreement to abide by the rules, regulations and fees imposed by the Homeowners Association, a not-for-profit

corporation. The Homeowners Association shall be responsible for the maintenance of all common elements within the development upon conveyance by the developer to said Homeowners Association.

Common elements shall include but not be limited to all storm water and detention facilities required by Dallas Township and shall extend to include the emergency access road required by Dallas Township. Dallas Township shall inspect the detention basins and emergency access road from time to time. The Developer and/or the Homeowner's association shall be responsible for maintenance of all storm water and detention facilities and the emergency access road in accordance with the requirements of Dallas Township or other applicable governmental authorities.

ARTICLE II:

Section 1. Residential Use. Any lot which is part of the subject property shall be improved only with one single family detached dwelling which shall be used for private residential purposes exclusively. The foregoing shall not be construed to prohibit the construction of garden buildings, detached garages, private swimming pools (in-ground or above ground), private tennis courts, and other improvements incidental or accessory to such private residential purposes, provided, however, that no improvements shall be erected, placed, altered, enlarged or suffered to remain upon any lot which is part of the subject property except in conformity with the provisions of these covenants and restrictions and after full and complete compliance with each and every of the provisions hereof by the owner of such lot. No lot owner or successor in the development shall be permitted to drill an individual well. All lot owners shall be required to use the available community water supply.

ARTICLE III:

Section 1. Architectural Control. No building, fence, wall, pool, drive, garage, outbuilding, or other structure or improvement shall be commenced, erected, placed or suffered to remain upon any lot which is part of the subject property, nor shall any exterior addition to or change (including, without limitation, any change in color) or other alteration therein be made, nor shall any excavation or grading be commenced until the full, final and complete plans and specifications, showing the nature, kind, shape, height, materials, color, location and all other information reasonably required by the Developer, shall have been submitted to and approved in writing as to harmony of design, color, location and consistency with the planning and design concept for the subject property, by the Developer or by their duly authorized representative. In the event the Developer or their duly authorized representative fails to approve or disapprove the design and location of any such improvements or the like within sixty (60) days after such plans and specifications (and all other materials required by the Developer) have been submitted to them, and receipt of the same has been acknowledged by the Developer in writing, then approval will not be required and this Section 1 of Article III of this Declaration shall be deemed to have been fully complied with.

Section 2. Contractor Approval. No building shall be erected on said lot unless and until the plans, specifications and contractor shall be approved by the Developer. Developer shall have the right to designate an exclusive builder for this development, and to so indicate in any contract for sale of land.

Section 3. Limitation. Construction or alterations in accordance with plans and specifications approved by the Developer pursuant to the provisions of Section 1 of this Article III shall be commenced as otherwise required by these covenants (whether by affirmative action or by forbearance from action, as in Section 1 of this Article III provided), and shall be substantially completed

within twelve (12) months following the date of commencement. There shall be no deviations from plans and specifications approved by the Developer without the prior consent in writing of the Developer or their duly authorized representative. Construction upon any lot shall commence within five (5) years of purchase, with completion of said construction within twelve (12) months thereafter. In the event that construction does not begin within five (5) years, Developer shall have the right to repurchase the lot from the original lot owner for the original purchase price, which right shall be enforceable as specific performance in a Court of Equity.

In the event of a resale of any unimproved lot by the original owner or any subsequent unimproved lot owner, each subsequent lot owner shall be required to commence construction within the balance of the 5 year period OR within one (1) year from the date of purchase, whichever is later, with completion of said construction within twelve (12) months thereafter. In the event that construction by any subsequent lot owner does not begin within the time frame required herein, Developer shall have the right to repurchase the lot from any subsequent lot owner for the price paid by that lot owner, which right shall be enforceable as specific performance in a Court of Equity.

Section 4. Land Use and Improvements.

(a) No dwelling which contains less than one thousand eight hundred (1,800.00) square feet of living space, exclusive of space contained within any attic, basement (to include any below-grade level, whether finished or unfinished), garage (whether attached or detached) or outbuilding shall be constructed upon any lot which is part of the subject property.

(b) All utility lines shall be underground.

(c) Detached garages may be erected only with the specific approval of the Developer. No carports of any sort whatsoever are allowed.

ARTICLE IV:

Section 1. Prohibited Uses and Nuisances. Except for temporary activities and/or uses associated with original construction:

(a) No noxious or offensive trade or activity shall be carried on upon any lot which is part of the subject property, or within any dwelling or other building situate thereon, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or to any owner of any other lot which is part of the subject property.

(b) No burning of any trash and no accumulation or storage of litter, new or used building materials, trash or waste of any kind shall be permitted on any lot which is part of the subject property. This restriction shall not apply during the construction period upon any lot.

(c) No outside or open storage of any junk vehicle, commercial vehicle, trailer, horse trailer, van, truck, camper, camp truck, house trailer, machinery, boat or the like shall be permitted on any lot which is part of the subject property nor (except for bona fide emergencies) shall the repair of extraordinary maintenance of automobiles or other vehicles be carried out thereon.

(d) Except on days of collection, trash and garbage containers shall not be permitted to remain in public view and all such containers shall be appropriately screened from public view, and from neighboring lots by placement,

fencing and/or planting.

(e) No signs of any character shall be erected, posted or displayed upon any lot which is part of the subject property; provided, however, that one temporary non-illuminated real estate sign (not exceeding six (6) square feet in area and of a design approved by the Developer) may be erected upon any such lot placed upon the market for sale or rent. Such real estate signs shall be promptly removed following the sale or rental of the lot. Contractor logo signs shall be allowed with Developer's approval during the construction period.

(f) No structure of a temporary character, shed, tent, shack or the like shall be erected or maintained upon any lot which is part of the subject property.

(g) No barbed wire fences, electrified fences, metal chain link fences or temporary fences of any kind shall be erected or maintained upon any lot, which is part of the subject property, without written approval from the Developer.

(h) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any lot which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

(i) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible.

(j) No outside television or radio aerial or antenna; satellite dish; or other aerial or antenna for reception or transmission, shall be erected or maintained upon any lot which is part of the subject property, without Developer's written approval as to size and location.

(k) No excavation shall be made on the premises except for the purpose of building thereon and only when building operations are to commence. No earth or sand shall be removed from the premises except as part of such excavation without written consent of Developer.

(l) Limited Access. No access to or egress from any unit shall be utilized except for those streets and rights-of-way designated as such in the Plot Plan.

(m) Ditches and Swales. All drainage ditches and swales situate or abutting a Unit shall be maintained by the abutting Owner in good repair free and unobstructed; such Owner shall, as required by the Developer, install such culverts relative to his or her Unit as may be reasonably required by the Developer. Any culvert required by Developer not installed as aforementioned, may, at the cost of the owner be constructed or completed by the Developer, or their nominee. Swales and drainage ditches installed by the Developer/Developer must not be altered and it shall be the responsibility of the unit owner to maintain the swales and except for the Developer to make minor adjustments to existing lots as may be necessary, during construction. All driveway piping shall be installed according to the plans and specifications for Saddle Ridge subdivision as per the approved subdivision plan. It shall be the responsibility of the unit owner to maintain the driveway piping in conformity with the Dallas Township Subdivision Plan.

(n) No units may be further subdivided except minor adjustments by the Developer as may be required during construction of the Development.

(o) Drilling and Mining. No drilling, refining, quarrying or mining of

whatsoever kind or nature, shall be permitted on or under any Unit.

(p) No modular construction shall be permitted unless specifically approved by the Developer and found to be of equal value and in conformity with surrounding properties.

(q) In the event of construction of any improvement upon a lot, which improvement results in excess fill not required by the owner of that lot, said fill shall be deposited on a designated developer lot for use as the Developer shall see fit within the development. Developer may waive this condition within their sole discretion.

Section 2. Horses, Ponies and other Pets. Except as herein elsewhere specifically provided, the maintenance, keeping, boarding and/or raising of livestock, animals or poultry of any kind, regardless of number, is hereby prohibited upon any lot which is part of the subject property; provided, however, dogs, cats and/or caged birds as domestic pets provided that they are not kept, bred or maintained for any commercial purpose.

ARTICLE V:

Other Easements. No structure, planting or other material other than driveways, walks, paths and the like shall be placed or permitted to remain on any portion of any lot contained within the subject property which may damage or interfere with any easement or right-of-way for the installation or maintenance of utilities, storm drains, or the like, or which may change, obstruct or retard the direction or flow of any drainage channels.

ARTICLE VI:

Section 1. Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, or the record owner of any land subject to this Declaration, for a term of forty (40) years from the date of recording of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then owners of two-thirds (2/3) of the lots contained within the subject property has been recorded, agreeing to change said covenants and restrictions in whole or in part. No such agreement to change shall be effective with respect to any permanent rights or interests herein created.

Section 2. Assignment by Developer. Any rights, powers, functions and duties vested in the Developer pursuant to the provisions of this Declaration, including, without limitation, the architectural control provisions of Article III of this Declaration, may be transferred and assigned by the Developer to any incorporated association of the owners of all of the lots contained within the subject property. No such transfer or assignment shall be effective unless the same shall be made and acknowledged by the Developer in writing, unless the transfer or assignment of such rights, powers, functions and duties shall be accepted in writing by such association pursuant to resolutions duly adopted by its membership and by its Board of Directors, and unless such instrument shall be duly recorded among the Land Records for Luzerne County, Pennsylvania.

Section 3. Incorporation by Reference on Resale. In the event any owner sells or otherwise transfers his lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in this Declaration.

Section 4. Enforcement. These covenants and restrictions may be enforced by the Developer or by the record owner of any lot which is part of the subject property or by any incorporated association of the owners of all of the lots contained within the subject property. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land or lot owned by such person; and the failure or forbearance by the Developer or any owner of any lot contained within the subject property to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages.

Section 5. (a) Dedication of Streets to Public Use. The portion of the lands of the Developer laid down on the map as streets, are to be dedicated to public use.

(b) No Dedication to Public Use. Except as provided in 5 (a) above, nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of facilities by any public or municipal agency, authority or utility.


(c) Detention Facilities and Emergency Access Roads The Developer and/or the Homeowner's Association shall maintain and inspect the stormwater and detention facilities pursuant to the pertinent ordinance of Dallas Township (Toby Creek Watershed Ordinance, Reference Section 72-54, page 7224.25 Municipal Stormwater Maintenance Fund) and shall maintain all emergency access roads free of snow and ice and to keep same in good repair pursuant to Dallas Township requirements.

An initial assessment of \$25.00 shall be assessed to each lot owner at the time of purchase of any lot in Saddle Ridge to pay for the maintenance, inspections, fees and costs of the stormwater and detention facilities. Until such time as a Homeowner's Association is formed, the Developer shall be responsible for the collection of the assessment and the maintenance of the facilities. This assessment shall be paid on an annual basis and the developer and/or the Homeowner's Association shall have the responsibility to audit the fund and adjust the annual assessment based upon the actual cost to maintain the facilities.

(d) Inspections. All homeowners in Saddle Ridge shall allow through easements for periodic inspections by Dallas Township of all stormwater and detention facilities.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.



John E. Halbing III

STATE OF PENNSYLVANIA:

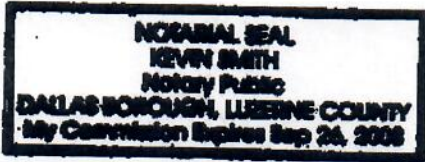
SS:

COUNTY OF LUZERNE :

On this, the 19th day of January, 2006, before me, the undersigned officer, personally appeared JOHN E. HALBING, III, Member, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

[Handwritten Signature]



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

Mary K. Dysleski
MARY K. DYSLESKI
RECORDER OF DEEDS

REC Book 3006 Page 21038

CERTIFIED PROPERTY IDENTIFICATION NUMBER
MUNICIPALITY Dallas Twp
PIN MAP D8 BLOCK A LCT 21A
TRANSFER _____ DIVISION _____
DATE 1-24-06 EKP
Mapping Clerk

RECORDER OF DEEDS
LUZERNE COUNTY
PENNSYLVANIA
INSTRUMENT NUMBER
5682487
RECORDED IN
Jan 24, 2006
10:09:36 AM
BOOK=REC/3006
PAGE=21032
Total Fees: ?
PA WRIT TAX 90.50
LUZERNE COUNTY RECORDING FEE 619.00
LUZERNE COUNTY ARCHIVES FEE 92.00
LUZERNE RECORDER'S ARCHIVES FEE 93.00
TOTAL 824.50
IHW: 436265