

FAWN RIDGE ESTATES
HOMEOWNERS ASSOCIATION
DOCUMENT PACKAGE

Fawn Ridge Estates Corporation
P.O. Box 721
Blakeslee, Pennsylvania 18610-0721

THIS BOOK BELONGS TO OFFICE

FAWN RIDGE ESTATES
HOMEOWNERS ASSOCIATION DOCUMENT PACKAGE
TABLE OF CONTENTS

| <u>Item</u> | <u>Tab</u> |
|---|------------|
| Summary of Declaration of Covenants, Easements and Resrictions | 1. |
| Form of Declaration of Covenants, Easements and Restrictions | 2. |
| By-Laws of Fawn Ridge Estates Homeowner's Association, Inc. | 3. |
| Articles of Incorporation of Fawn Ridge Homeowner's Association, Inc. | 4. |
| Estimated Annual Budget of Fawn Ridge Estates Homeowner's Association, Inc. | 5. |

SUMMARY DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FAWN RIDGE ESTATES

THIS DOCUMENT IS INTENDED AS A SUMMARY AND AN INDEX OF PROVISIONS OF THE DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS OF FAWN RIDGE ESTATES. THE PURCHASER OR PROSPECTIVE PURCHASER OF ANY LOT IS DIRECTED TO THE DETAILED PROVISIONS OF THE DECLARATION AND THE BY-LAWS OF THE ASSOCIATION AND IT IS RECOMMENDED THAT THESE DOCUMENTS BE REVIEWED CAREFULLY WITH THE ADVICE OF LEGAL COUNSEL. THE DECLARATION ITSELF HAS THE LEGAL FORCE AND EFFECT AND IS THE CONTROLLING DOCUMENT AND, AS SUCH, ANY PURCHASER OR PROSPECTIVE PURCHASER OF A LOT MAY NOT RELY ON THIS SUMMARY OR ON ANY STATEMENTS MADE BY ANY AGENT, OFFICER, EMPLOYEE OR CONTRACTOR OF THE DEVELOPER AS TO THE TERMS OR PROVISIONS OF THE DECLARATION, THE BYLAWS OR ANY OTHER GOVERNING DOCUMENTS.

Introduction. The Declaration of Restrictions, Covenants and Easements of Fawn Ridge Estates is a legal document which is recorded in the Office of the Recorder of Deeds of Monroe County. It is binding upon all of the 72 lots which will be subdivided in the Fawn Ridge Estates subdivision. This summary is intended only to be an introduction to the legal rights and obligations created by the Declaration. The reader is cautioned that in order to determine the specifics rights and obligations that he or she may have upon purchasing a lot in the subdivision, he or she should refer specifically to the Declaration.

Easements. There are various easements (rights of use) affecting parts of the subdivision, including the lots. The owners of lots are granted certain rights to use common areas which may be located in the subdivision. There are also certain utility easements for the purpose of public utility service to parts of the subdivision as well as certain rights which the developer will have to go upon the lots or other property to correct drainage problems, complete construction of the development, inspect for any violations of the Declaration, install appropriate signage, and for other reasons. Tobyhanna Township is granted certain easements and there are also easements for drainage as specified in Article II. For more information on easements, refer to Article II of the Declaration.

Common Areas. Various parts of the subdivision property are designated as common areas. These areas will be the subject of certain rights and obligations of the lot owners until those areas, in certain cases, may be dedicated to a governmental or other authority for the purpose of operation. The common areas will include the streets, open space areas shown on the subdivision plans, all of the lands associated with the sewage disposal and treatment plant for the subdivision, and the proposed baseball field. It is possible that any or all of these areas may, and in some cases (like the baseball field) must, be dedicated to Tobyhanna Township or to other agencies for future ownership, use and operation. Until they are transferred to the Township or other authority, all common areas must be maintained by the Fawn Ridge Estates Homeowner's Association. For more information on the common areas, please refer to Article III and other sections of the Declaration.

Homeowner's Association. The Fawn Ridge Estates Homeowner's Association will be a non-profit corporation created under Pennsylvania's Nonprofit Corporation Law of 1988. Every lot owner will be a member of the Association, including the developer. Other aspects of the Association and its rights and powers are discussed below. For more information, please refer to the Declaration, the Bylaws, the Articles of Incorporation, and other parts of this Handbook

Membership. Every owner of a lot in the Fawn Ridge Association subdivision must be a member of the Association. If a lot is transferred, membership in the Association is automatically transferred to the purchaser. Please refer to Article IV of the Declaration and the Bylaws for more information regarding membership.

Sewerage and Water Facilities. The developer plans to construct a central sewage collection, treatment and disposal system. The system has been approved by Tobyhanna Township and the Pennsylvania Department of Environmental Resources. Unless the sewer system is ever dedicated to the Township, a public utility, or other authority that can manage or operate the system, it will be managed or operated by the Association. It is likely that the system will always be operated by the Association and never dedicated to the Township or any other such authority. The cost of operation will be borne by the members, according to the Declaration. The Declaration contains various details of the manner of operation of the system. Please refer to Article V for more information on the Sewerage System.

The developer does not intend to install a central water system. Each lot owner will be responsible for installing, and obtaining any governmental approvals necessary to install, a well for the water supply on his or her lot.

Assessments. In order to fund the operation of the sewer system and all other parts of the common areas, the Association will have the right to impose assessments on all the owners of lots in the development. These assessments will be based substantially upon the cost of operation of the sewer system and all of the other common areas and operational requirements of the Association. The Board of Directors of the Association shall determine the proper rate and amount of assessments. A proposed budget is attached as a part of this package. The budget is an estimate only and may be revised based upon actual costs.

Failure to pay assessments will result in imposing a lien on the lot of the owner who fails to pay. This means that the failure to pay may result in an action against the owner by the Association to foreclose upon and take title to the owner's lot in order to satisfy the judgment, in accordance with proper legal process. Other remedies for nonpayment of assessments will be available to the Association.

Lot owners may also be subject to special assessments which may be raised by the Board of Directors in order to defray, in whole or in part, costs for such things as capital improvements and replacement of fixtures and equipment for the sewerage system or any part of the common area.

There are also delinquency charges for those who fail to pay their required assessment. Other remedies and penalties for non-payment are set forth in the Declaration.

For more information regarding assessments, be sure to refer to Article VI of the Declaration.

Voting Rights. It is intended that a developer will maintain control of the Association until a very substantial number of the lots in the subdivision have been sold to residential users. This control is accomplished by means of multiplied voting rights of the developer. In other words, the developer will have 10 votes for each lot owned by the developer, whereas other owners shall have one vote only per lot. The developer has the right to relinquish this voting control at any time if the developer so elects. The developer assumes no obligation to manage or operate the Association according to any rules which are not specifically set forth in the Declaration or the By-Laws of the Association, as the same may be amended from time to time. Refer to Article VII of the Declaration for more information regarding Voting Rights.

Architectural Review. There are very substantial provisions for the review of the architecture of any building, structure or other improvement proposed to be constructed on any lot. The developer shall have the right, in accordance with Article IX, to review and approve or disapprove architectural designs. These rights will be exercised by the developer for the developer's own protection and the developer assumes no obligation to exercise these architectural rights, or to refrain from exercising these architectural review rights, for the benefit of any lot owner or other party. Article IX of the Declaration contains more information regarding Architectural Review and restrictions.

Rules and Regulations. The Board of Directors of the Association, which shall initially be controlled by the developer, may establish rules and regulations from time to time necessary for the care, maintenance or upkeep of common areas, in accordance with Article X. No such regulations have been adopted at this time, though they may well be adopted in the future.

Maintenance Obligations. Article XI sets forth certain obligations for the maintenance of common areas and of storm water management facilities. Owners should take special note of the fact that some lot owners will have the obligation to maintain storm water management structures which may be located on their property. A list of those lots is set forth in Article XI of the Declaration and in the subdivision plans approved by the Township.

Restrictive Covenants. Article XII contains a number of restrictions upon the use and occupancy of the lots. These restrictions include, but are not limited to, prohibitions against future lot subdivision, prohibitions against certain temporary structures being placed on the lots, minimum house sizes, exterior maintenance obligations, restrictions on animal keeping on the properties and a variety of other uses largely intended to create a harmonious development. It is also noted that certain of the lots in the subdivision contain wetlands which may be subject to governmental regulation. The owners of each of the lots subject to a wetland are responsible for compliance with those laws at all times. Certain lots are also subject to restrictions as to location of driveways. The reader is encouraged to review Article XII carefully for all of the restrictions that may affect the lots.

Amendment, Termination and Enforcement. Article XIV contains provisions regarding amendment of the Declaration and provisions which may pertain to the dissolution of the Association upon the occurrence of certain conditions, such as the disposition or dedication of all of the common areas.

Additional Real Estate. Article XV contains certain rights of the developer to incorporate other lands into the operation of the Declaration and the Association. While there are no present plans to do so, the developer retains this right in accordance with Article XV.

'94 MAR 7 PM 3 24

DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS,
OF FAWN RIDGE ESTATES

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS (hereinafter the "Declaration"), made this 24 day of February, 1994, by FAWN RIDGE ESTATES CORPORATION, a Pennsylvania corporation (hereinafter "Fawn Ridge"),

WITNESSETH:

THAT WHEREAS, Fawn Ridge is the owner of a certain parcel of land comprising approximately 212 acres situated in Tobyhanna Township, Monroe County, Pennsylvania (hereinafter referred to as the "Property") which parcel of land is more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Fawn Ridge desires to create on the Property a residential community to be known as "Fawn Ridge Estates" with certain portions of the Property to be identified as common areas, including a community sewerage treatment and disposal system, for the common benefit, use and enjoyment of the residents; and

WHEREAS, it is Fawn Ridge's intention to sell lots from the Property and, either prior to or after such sale, to erect or permit to be erected on each of the lots a single family detached dwelling unit, and to convey to a community association the remaining portions of the Property as common areas for the benefit of the residents and the developer; and

WHEREAS, Fawn Ridge desires to ensure the attractiveness of Fawn Ridge Estates and to provide for the maintenance of the common areas and other areas of Fawn Ridge Estates; and

WHEREAS, Fawn Ridge further desires to provide for the preservation and maintenance of the value, style of living and amenities on the Property and, therefore, hereby subjects the Property to certain restrictions, easements, covenants, conditions and charges as hereinafter set forth, all of which are for the benefit of the Property, the residents and any other specific parties hereinafter named; and

WHEREAS, this Declaration is intended to be a master document governing the Property; and

WHEREAS, this Declaration is intended to set forth the rights and obligations of the developer, the residents, the holders of mortgages on the lots and the Township as each such right and obligation relates to the development, sale and use of the Property.

NOW, THEREFORE, Fawn Ridge, intending to be legally bound hereby, declares that the Property and every part thereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, assessment, liens and charges, all as hereinafter set forth, and all of which shall run with the land and shall be binding upon and inure to the benefit of all parties having or acquiring any interest in the Property or any portion thereof for the period of time hereinafter specified.

ARTICLE I

DEFINITIONS

The following definitions shall apply to the capitalized words when used in this Declaration or in any amendment or supplement hereto (unless the context clearly indicates otherwise):

1. "Additional Real Estate" shall mean real estate which has not been subjected to this Declaration by being described in Exhibit A but which, in the future, the Declarant may subject to this Declaration according to the procedures set forth in Article XV.

2. "Association" shall mean and refer to Fawn Ridge Estates Homeowners' Association, Inc., a non-profit corporation formed under the laws of the Commonwealth of Pennsylvania.

3. "Board" shall mean the Board of Directors of the Association.

4. "By-Laws" shall mean the By-Laws of the Association, as the same may be amended from time to time as provided in the By-Laws.

5. "Common Areas" shall mean and refer to all of those portions of the Property shown on the Plan (hereinafter defined), including any improvements thereto, which are: not within the title lines of the Lots; not dedicated to and accepted by the Township (hereinafter defined) or any other local or state governmental or quasi-governmental authority for public use; and not, in the case of the Sewerage System (hereinafter defined), dedicated or conveyed to a corporation or other entity other than the Association authorized or permitted by law to operate the Sewerage System. The Common Areas shall also include any storm water management structures of the Property as well as any easement for access to any such structures, unless such easements are located within a road right-of-way or other area dedicated to, and accepted by, the Township.

6. "Control Date" shall mean that date on which both of the following have occurred: (a) 90% of the Lots have been conveyed by a Declarant to a Person who is not a Declarant and (b) the same 90% of the Lots have had Units constructed thereon which are ready for lawful occupancy.

7. "Declarant" shall mean and refer to Fawn Ridge Estates Corporation, a Pennsylvania corporation, or any Person to which Fawn Ridge or any future Declarant assigns its rights as Declarant and which owns one or more lots. Any such assignment by Fawn Ridge or a future Declarant must, to be effective, be in writing and disclosed in an Amendment to this Declaration filed for recording in the Office of the Recorder of Deeds of Monroe County. There shall be only one Declarant at any time. Any special rights or powers granted herein to the Declarant shall be extinguishable upon the Control Date.

8. "Declaration" shall mean and refer to this Declaration of Restrictions, Covenants and Easements of Fawn Ridge Estates, filed or to be filed for recording in the Office of the Recorder of Deeds of Monroe County, Pennsylvania, as the same may be amended from time to time as provided herein.

9. "Directors" shall mean the members of the Board.

10. "Lot" shall mean each of the 72 numbered plots of land within the boundaries of the Property as shown on the Plan, each of which is intended to be used for the erection of a single family dwelling. For purposes of this Declaration, a "Lot" shall be treated as such even though it may not have been officially subdivided by recording of final subdivision and land development plans; in which case the Owner of such Lot shall be the record owner of the land from which such Lot will be created upon recording of the final subdivision and land development plan for the phase in which the Lot is located. The term "Lot" shall also include, as to each Lot, any dwelling and any other structures and improvements constructed thereon. The term "Lot" shall not, however, mean or refer to: all or any portion of the Common Area; areas dedicated to and accepted by the Township or by any other local or state governmental or quasi-governmental authority for public use; or areas conveyed to an entity (which may include, for example, the Tobyhanna Township Municipal Sewer Authority) for the purpose of operating the Sewerage System or providing other utility or similar service to the Property.

11. "Member" shall mean a member of the Association. Except for the Declarant as provided in Article VII, Section I, all of the Owners of a Lot, regardless of their number, shall constitute only one Member for purposes of voting on, consenting to or approving any act under this Declaration.

12. "Occupant" shall mean the occupant of a Unit who is either an Owner or a tenant under valid lease agreement with the Owner.

13. An "Owner" shall mean the record owner, whether one or more Persons, of the fee simple title to any Lot, but excluding any Person having an interest, however described, merely as security for the performance of an obligation unless and until such Person has acquired fee simple title pursuant to foreclosure, other legal proceedings or a deed in lieu of foreclosure. The Declarant may also be an Owner under this Declaration.

14. "Person" shall include an individual, corporation, partnership, unincorporated association or other entity.

15. "Plan" shall mean the Preliminary Subdivision and Land Development Plan of Fawn Ridge Estates creating 72 residential lots as prepared by DiCrocce & Leapson, Civil Engineers and Surveyors, dated April 4, 1991 and last revised on or about July 5, 1991, as approved by the Board of Supervisors of the Township on or about August 21, 1991, and as have been amended or may be amended from time to time by Final Subdivision and Land Development Plans for Fawn Ridge Estates approved or to be approved by the Township in phases. The Plan is available for inspection in the offices of the Township and, upon final plan approval of each phase of Fawn Ridge Estates, shall be recorded in the Office of the Recorder of Deeds of Monroe County.

16. "Property" shall mean and refer to the real property described in Exhibit A attached to this Declaration and incorporated herein. The term "Property" shall also include any Additional Real Estate once made subject to this Declaration pursuant to Article XV. The term "Property" shall not include, however, any area within the lands described in Exhibit A once any such area has been dedicated to a municipality, other governmental authority, quasi-governmental authority or public utility company for public use as referred to in Section 3 of Article III of this Declaration.

17. "Sewerage System" shall mean the community sewerage treatment and disposal system, including all appurtenant pipe lines, pump station, plant, lagoons, spray irrigation areas, fixtures and equipment, to be constructed or installed on the Property and intended to serve the Lots and any other land or buildings which it may be lawfully permitted to serve.

18. "Township" shall mean the Township of Tobyhanna, Monroe County, Pennsylvania, and any board, commission, agency, authority, or officer thereof when acting pursuant to, or under color of, its or their lawful authority.

19. "Unit" shall mean all or any portion of a building located upon a Lot and designated and intended for the use and occupancy as a dwelling.

ARTICLE II EASEMENTS

1. Grant of Easements. Declarant, subject to the limitations contained in this Declaration, hereby grants, creates and declares the following non-exclusive, common, free and uninterrupted uses, rights, liberties, easements and privileges in, upon, through, over, under and across the Property for the benefit of the Association, its agents and employees, and all present and future Owners, other Occupants and their guests and invitees:

- (a) access to, ingress to and egress from all portions of the Common Areas;
- (b) right and enjoyment in and to the Common Areas;
- (c) use and enjoyment of all paths, walkways, driveways, roadways located wheresoever on the Common Areas, and entrances and exits to streets and roads which are now or hereinafter may be located within the Common Areas;
- (d) the use of all recreational and community facilities, if any, whether now existing or to be constructed or erected within the Common Areas.

Except as provided above no Person shall have the right to use or enjoy any easement created herein, and none of the rights, privileges or easements created herein may be used by the public at large. Without limitation of any other provision of this Declaration, the foregoing easements shall not apply to any area within the lands described in Exhibit A which have been dedicated to a municipality, other governmental or quasi-governmental authority or public utility company for public use.

2. Utility Easements.

There is hereby created an easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, relocation, repair and maintenance of all utility and service lines, systems and equipment including but not limited to water, sewer, gas, telephone, electricity, television or communication lines, systems and equipment. By virtue of this easement, it shall be expressly permissible for Declarant, its agents, employees or contractors or the providing utility or service company to install and maintain lines, facilities and equipment on said Property, to

excavate for search purposes, to prune or remove trees and shrubbery which directly interfere with the installation or maintenance of such utility service lines, systems or equipment, and to take such additional necessary action, provided such party restores any disturbed areas (other than trees or shrubbery removed as aforesaid) as near as practicable to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utility service lines or facilities for such utilities may be installed or relocated on the Property except as approved by Declarant (so long as Declarant is engaged in developing or improving any portion of the Property) or by the Association thereafter. The restriction set forth in the immediately preceding sentence shall not be construed to apply to the relocation, installation, or removal of utility lines within a unit which serve only the unit.

3. Declarant's Easement to Correct Drainage. For a period of five (5) years from the date of conveyance of each Lot, Declarant reserves an easement and right, but not an obligation, for the benefit of Declarant, its agents, employees and contractors on, over and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or take any other similar action reasonably necessary, following which Declarant shall restore the affected Lot, or cause the affected Lot to be restored, as near as practicable to the condition in which it was found. Declarant shall give timely notice of intent to take such action to the Owner of each Lot to be entered, unless in the sole opinion of the Declarant an emergency exists which precludes such notice.

4. Construction Easements and Rights. Notwithstanding any provision of this Declaration to the contrary, so long as the Declarant is engaged in developing or improving any portion of the Property, Declarant, its agents, employees and contractors shall have an easement of ingress, egress and use over the Common Areas and other portion of the Property not yet conveyed by Declarant for (i) movement and storage of building materials and equipment, (ii) erection and maintenance of directional and promotional signs, and (iii) the conduct of sales activities, including maintenance of model residences, if any. Such easements shall be subject to reasonable rules established by the Board to maintain reasonable standards of safety, cleanliness and general appearance of the Property.

5. Easement to Inspect. There is hereby created an easement in favor of the Association for ingress and egress from any Lot during reasonable hours for any of the following purposes: (i) inspecting the Lot and any Unit located thereon for alleged violations of this Declaration or for compliance with architectural standards, or approved plans for alterations and improvements, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof, or (ii) to perform such maintenance as is required or permitted by this Declaration.

6. Signage Easement. There is hereby created in favor of the Association an easement on the Property for the erection and maintenance of such signs or monuments as are used to identify the community, identify streets or provide directions to pedestrians or motorists or are used for traffic safety, so long as such signs are located within fifteen feet of the right-of-way line of any street within or adjoining the Property. In the event the Association is at any time dissolved the foregoing easement shall continue as to signs then erected and in place, for the benefit of all of the Owners.

Nothing contained in this Section is intended to relieve the Association from its obligation to comply with the signage requirements of any ordinance of the Township now or hereafter in effect.

7. Township's Easement. There is hereby created in favor of the Township an easement upon, across, over, through, and under the Property for access to and maintenance of the any storm water management swale or other structures in accordance with Article XI, Section 2; provided, however, that the Township may exercise the rights granted under this Section only if the Association fails to properly maintain a detention basin. The aforesaid easement in favor of the Township shall also include an easement for access to and maintenance of the stream designated as Stony Run and its banks within 10 feet of the centerline of the stream as it may be located from time to time [Stony Run crosses Lots 1 and 31 through 41, inclusive].

8. Duration of Easements. Except as otherwise set forth in this Article, the easements and rights granted and reserved herein are and shall be conveyed as running with the land and shall be perpetual and continue in full force and effect until modified or terminated pursuant to the provisions of this Declaration. Without limitation of the foregoing, the easements and rights granted and reserved herein shall terminate as to any area within the land described in Exhibit A which is dedicated for public use to any municipality, other governmental or quasi-governmental authority or public utility, effective at the time of acceptance of such dedication.

9. Drainage Easement. There shall also exist an easement for drainage across Lots 2, 3, 4, and 5 as shown on the Plan.

10. Amended or Additional Easements. The Declarant, (until the Control Date only) may amend or relocate the foregoing easements or grant additional easements within the boundaries of the Property without the joinder of any Owner, his mortgagee or other interested party, in order to accomplish the objectives of such easements as described herein.

TO HAVE AND TO HOLD all the aforesaid easements, privileges and rights at all times hereafter, except and under and subject as hereinafter provided, as appurtenant to the Lots, Units, and the remainder of the Property.

ARTICLE III THE COMMON AREAS

1. Title to Common Areas. The Declarant may retain the legal title to the Common Areas until the Control Date. Within thirty (30) days after the Control the Declarant shall transfer and convey to the Association, and the Association shall accept, legal title to the Common Areas and any fixture and equipment used in the operation thereof. Notwithstanding the preceding sentence, during the period following the date when this Declaration is filed for recording in the Office of the Recorder of Deeds of Monroe County until the date of transfer of title to Common Areas from the Declarant to the Association, all of the provisions of this Declaration pertaining to the Common Areas, including the use and maintenance of the Common Areas and assessments for such purposes, shall apply. Nothing contained in this Section is intended to preclude the earlier transfer of, and Declarant and the Association shall each have the authority and, where specifically provided, the obligation to transfer and convey legal title to the Common Areas or parts thereof to the Association,

the Township, a conservation organization, public utility service companies, a company which will operate and maintain the Sewerage System, or any of them.

2. Extent of Rights and Easements. The rights and easements of enjoyment granted in this Declaration shall be subject to the following:

(a) The right and ability of the Declarant to construct improvements upon the Common Areas and to encumber the Common Areas by mortgage or other security instrument for the purpose of financing the construction of improvements on the Property, provided that when legal title to the Common Areas passes from Declarant to the Association or the Township such title must be free and clear of all such mortgages and other security instruments.

(b) The right of the Association to suspend the enjoyment or rights of any Owner or other Occupant for a reason set forth herein or in any rules and regulations promulgated by the Board.

(c) The right of the Declarant (until the Control Date) or the Association to dedicate or transfer all or any portion of the Common Areas to one or more of the following: the Township, a municipal authority, a conservation organization, a public utility service company or companies, or any other company permitted by law to operate the Sewerage System; for all legal purposes and subject to such conditions as may be established by the Declarant or the Association.

(d) The right of the Declarant (until the Control Date) or the Association to grant easements for use of the Common Areas to any Person for any reason and for such consideration deemed appropriate by the Board.

(e) The right of the Association to establish and enforce reasonable rules and regulations for the safety and welfare of the Occupants and maintenance and preservation of the Common Areas.

3. Dedication of Common Areas. Upon acceptance of dedication for public use of any part of the Property by a municipality or other governmental or quasi-governmental authority, a conservation organization, or, in the case of the Sewerage System only, by a public utility company as permitted in this Declaration, this Declaration and the rights, covenants, easements, and restrictions created herein shall no longer affect such portion of the Property nor be binding on the municipality, authority or public utility company, unless expressly provided otherwise in the instrument of conveyance or an Amendment to this Declaration filed for recording in the Office of the Recorder of Deeds of Monroe County.

ARTICLE IV MEMBERSHIP IN THE ASSOCIATION

1. Membership. Each Owner of a Lot shall be a member in the Association, subject to the terms of this Declaration. However, if there is more than one Owner of a Lot such Owners shall nevertheless be collectively entitled to only one vote in any election or other action of the membership of the Association. Membership in the Association shall be appurtenant to each Lot and transfer of title to each Lot shall automatically transfer membership in the Association to the

transferee or transferees without the necessity of the delivery of any document. Membership in the Association shall not be separated from ownership of any Lot.

2. Rights of Members. The rights of the Members, including voting rights, and the obligations of such Members, including dues for assessments, shall be as provided hereinafter and, to the extent not in conflict with the terms of this Declaration, in the By-Laws.

ARTICLE V SEWERAGE AND WATER FACILITIES

1. Central Sewerage System. (a) The Sewerage System shall service the Lots in accordance with the terms and conditions of the Plan as approved by the Board of Supervisors of the Township and also in accordance with all rules, regulations and conditions of permits issued by the Pennsylvania Department of Environmental Resources. Upon completion of construction of the Sewerage System it is the intention of the Declarant to first offer the same for dedication to the Township and, if the Township does not accept such dedication, the Declarant (until the Control Date) and thereafter the Association may, in its exclusive discretion, convey the Sewerage System to a public utility company or a municipal authority authorized by law to operate the Sewerage System. If the Sewerage System is not conveyed to any of the foregoing entities, it shall be conveyed to, owned and maintained by the Association. The Township, public utility company or municipal authority to which the Sewerage System is conveyed, or the Association if so conveyed, shall be hereinafter referred to as the "Operator".

(b) The Operator shall operate the Sewerage System as a sewage collection, treatment and disposal facility to serve the Lots within the Property and any other area within the jurisdiction of the Township which it may serve under applicable laws, regulations and ordinances. The Operator shall not, however, permit connection to the Sewerage System by any user not within the Property unless and until all Units within the Property have first been connected thereto and service granted therefor or adequate capacity has been reserved therefor. Upon conveyance of the Sewerage System to the Operator, the title and management thereof shall be vested in the Operator exclusively to be operated and maintained in accordance with all applicable permits, licenses, laws, regulations, and ordinances. The Operator shall be provided with such easements and rights of way through the Property in its favor as may be required by the Operator for the repair, maintenance, reconstruction, reinstallation, relocation, and replacement of the Sewerage System.

(c) Upon conveyance to the Operator, in addition to all of the rights, powers and authorities vested in the Operator for the operation and the establishment of rates, the Operator shall have the rights and powers of liens to secure assessments as are granted to the Association, as fully as if the Association were then maintaining and operating the Sewerage System as part of the Common Areas. By way of illustration and not limitation, the Operator shall be authorized in its discretion to render individual bills at rates established by the Operator to the Owners and the Operator shall, in addition to the powers granted it by law, have the power to a lien for unpaid sewage bills against delinquent Lots the Owner of which is delinquent in payment as provided in this Declaration.

(d) Each Owner shall bear all of the costs of connection to the Sewerage System for such Owner's Lot, including any hook-up fee charged by the Declarant-Operator, and all

costs of service to such Owner's Lot. No individual sewerage disposal system shall be permitted on any Lot.

(e) Notwithstanding anything to the contrary in this Declaration, the Owner of each Lot on which a Unit has been constructed and is capable of lawful occupancy or has actually been occupied shall connect the Unit to the Sewerage System and shall be subject to the assessments and the rules and regulations adopted from time to time by the Board pertaining to the Sewerage System as more particularly provided elsewhere in this Declaration. No Unit may be occupied unless it is connected to the Sewerage System.

2. Central Water System. THE DECLARANT DOES NOT INTEND AT THIS TIME TO INSTALL A CENTRAL WATER SYSTEM TO PROVIDE WATER SERVICE TO THE LOTS. EACH OWNER SHALL BE RESPONSIBLE FOR PROVIDING ON-SITE WATER. However, the Declarant reserves the right to construct or cause to be constructed, a central water system providing water service to the Lots but does not represent or warrant an obligation to do so. If such service is made available to any Lot, the Declarant shall give written notice to the Owner of such Lot that such service is available. After such notice, the Owner of such Lot shall pay an annual water charge as established by the Declarant (or its successor as referenced below), whether or not such services are utilized, or an annual water rate when such services are utilized, at such rates, charges and installation costs as may be, from time to time, established by the Association, operating public utility company or other licensed operator. Such charges may be billed periodically and shall, in the case of a water system operated by the Association, be the subject of assessments and liens for payment in the same manner as is herein provided for annual and special sewerage assessments. The Declarant reserves the right to transfer the water system and all rights hereunder in connection herewith to a public utility company, the Township or to any other lawful operator. The Township or such company or operator, as appropriate, shall be provided with such easements and rights of way through the Property in its favor as may be required for the repair, maintenance, reconstruction, reinstallation, relocation and replacement of such central water system. All Units shall be connected at the Owner's expense, to central water facilities within ninety (90) days after notice that such service has been made available. After such connection date, no alternate system or method of water supply shall be installed or permitted to be used on any Lot, nor shall any Unit be occupied which is not connected to the water system.

ARTICLE VI COVENANT FOR ASSESSMENTS

1. Creation of a Charge and Obligation for Assessments. Each Owner, by acceptance of a deed for such Owner's Lot, whether or not it shall be so expressed in such deed, including any purchaser at a judicial sale or heir or devisee of a deceased Owner, is deemed to covenant and agree to pay to the Association, in the manner provided herein, such annual general, special, delinquency, and restoration assessments, and all annual and special sewerage assessments, as are established in the manner provided herein.

2. Commencement of Assessments. Annual general assessments shall commence immediately upon conveyance of the Lot from Declarant to Owner and special, restoration and delinquency assessments may be levied at any time thereafter. Annual sewerage assessments shall commence immediately upon connection of the Unit to the Sewerage System. In addition to the

foregoing, each Person other than a Declarant (by succession or assignment) shall pay, at the time of conveyance of the Lot to such Person by a Declarant, a sum fixed by Declarant as a non-refundable contribution to a fund to be maintained by the Association for initial working capital and capital reserves of the Association, the Sewerage System or both.

3. Lien for Assessments. All assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall, from and after the date due until the date paid, be a charge and continuing lien upon the Lot and Unit against which each such assessment is made. Each assessment, together with interest and costs of collection, shall also be the personal obligation of the Person or Persons who were the Owner or Owners of a Lot at the time when the assessment became due and shall also be the personal obligation of such Person or Persons respective heirs, successors and assigns. Successors in title to a Lot shall be jointly and severally liable with the prior Owner for any unpaid assessments and charges, without regard to the right of such successors to recover from the prior Owner the amounts paid by such successors for assessments and charges.

4. No Waiver of Assessments. No Owner of any Lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of such Owner's Lot.

5. Method of Assessment. The Board shall fix and collect the actual amount of the assessments as provided hereinafter and set the date or dates such assessments shall become due. All annual general and special assessments shall be fixed at a uniform rate for all Lots, regardless of whether a Unit is constructed thereon or the size or number of residents of any Unit. The annual and special sewerage assessments shall be fixed at a uniform rate for all Lots which have a Unit constructed thereon which is either capable of lawful occupancy, whether or not actually occupied or has actually been occupied.

6. Types of Assessments.

(a) Annual General Assessment. The Association may levy against the Lots an annual general assessment to be used exclusively to promote the health, safety and welfare of the Owners and other Occupants and the value of the Property and in particular: (i) to improve, maintain, insure, lease and operate the Common Areas and facilities (other than the Sewerage System) and related personal property and fixtures, if any; (ii) for the funding of appropriate reserves for future repair and replacement of any improvements which are a part of the Common Areas; (iii) to maintain such other insurance required or permitted under Article VII; and (iv) to fund such additional costs and expenses referred to in this Declaration or otherwise related to the Common Areas and deemed by the Board to be necessary or appropriate. By a vote of a majority of the Directors present, the Board shall fix the annual general assessment in an amount estimated to be sufficient to meet the obligations imposed by this Declaration for the applicable fiscal year. In the event an annual general assessment fixed by the Board is deemed by the Board to be either insufficient or excessive at a later time but prior to commencement of annual general assessments for the succeeding fiscal year, the Board may, by a vote of two-thirds of the Directors present at a meeting properly held under the By-Laws, increase or decrease the annual general assessment and provide for correspondingly increased or decreased installment payments or supplement payments for the duration of the fiscal year. In the event the Board fails to fix an annual general assessment for any fiscal year, then the annual general assessment established for the prior year shall be continued automatically until such time as the Board

acts. The annual general assessment shall be payable in monthly or quarterly installments if required by the Board.

(b) Annual Sewerage Assessment. The Association may levy against the Lots which are connected, or required by this Declaration to be connected, to the Sewerage System an annual sewerage assessment to be used exclusively to promote the health, safety and welfare of the Owners and other Occupants by improving, maintaining, insuring, repairing, operating, maintaining and replacing the Sewerage System and every part thereof, including without limitation any personal property, equipment and fixtures used in connection with operation of, or affixed to, the Sewerage System. By a vote of a majority of the Directors present, the Board shall fix the annual sewerage assessment in an amount estimated to be sufficient to meet the obligations imposed by this Declaration for the applicable fiscal year. In the event an annual sewerage assessment fixed by the Board is deemed by the Board to be either insufficient or excessive at a later time but prior to commencement of annual general assessments for the succeeding fiscal year, the Board may, by a vote of two-thirds of the Directors present at a meeting properly held under the By-Laws, increase or decrease the annual sewerage assessment and provide for increased or decreased installment payments or supplement payments for the duration of the fiscal year. In the event the Board fails to fix an annual sewerage assessment for any fiscal year, then the annual sewerage assessment established for the prior year shall be continued automatically until such time as the Board acts. The annual sewerage assessment shall be payable in monthly or quarterly installments if required by the Board.

(c) Special Assessments. The Association may levy special assessments against the Lots and Units for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas (except for the Sewerage System) and the fixtures, equipment and personal property related thereto, or the cost of any other work to be done on the Common Areas (except for the Sewerage System), provided that any such assessment first shall be approved in writing or by affirmative vote of two-thirds (2/3) of the voting Members present at a meeting of Members properly held under the By-Laws.

(d) Special Sewerage Assessments. The Association may levy special sewerage assessments against the Lots and Units which are connected or required by this Declaration to be connected to the Sewerage System for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas (except for the Sewerage System) and the fixtures, equipment and personal property related thereto, or the cost of any other work to be done on the Common Areas (except for the Sewerage System), provided that any such assessment first shall be approved in writing or by affirmative vote of two-thirds (2/3) of the voting Members present at a meeting of Members properly held under the By-Laws.

(e) Restoration Assessment. The Association may levy a restoration assessment upon any Lot and Unit whose Owner fails to repair and maintain such Lot or the Unit located thereon. Restoration assessments shall be limited to the amount necessary to meet the cost of restoration, the cost of collection of the assessment (including attorneys' fees and court costs), and all other costs associated with the restoration.

(f) Delinquency Assessment. The Association may levy a delinquency assessment against any Owner who demonstrates a chronic or deliberate disregard for any of the rules

and regulations adopted by the Board or for any restrictions or covenants set forth in this Declaration, including but not limited to the payment of assessments, or for their enforcement, if applicable, against the Occupants or their guests and invitees. Such delinquency assessments shall be levied only by majority vote of the Board, shall require that notice of intent to make the levy and an opportunity to cure any default or defaults be sent to and afforded the Owner at least ten (10) days prior to the levy, shall not exceed five percent (5%) of the then current general annual assessment per day, shall be collectible as other assessments provided for herein and shall be construed not as a penalty but rather as compensation for the extra time, trouble and expense connected with enforcing such rules, regulations, restrictions and covenants against Persons who chronically or deliberately disregard the same.

7. Effect of Nonpayment of Assessments and Remedies of the Association.

Any assessment installment, including those for sewerage purposes, not paid within ten (10) days after the date when due shall be delinquent. Thereupon, the Association shall provide notice of such delinquency and may, at any time thereafter:

- (a) declare the entire balance of such assessment due and payable in full;
- (b) charge a late fee in an amount or interest at a rate to be set by the Board and entered in the book of resolutions;
- (c) give registered or certified notice to the Owner that in the event payment with accrued charges is not made within ten (10) days from the date of such notice then the Association may secure all legal remedies available, including foreclosure of the lien against the Lot in the same manner as provided for mortgages by an action in mortgage foreclosure; and
- (d) upon registered or certified notice to the Owner, suspend the right of such Owner to vote as a Member, to use the Common Areas or both until the assessment and accrued charges are paid in full.

In addition to the remedies set forth above, the Association shall be entitled to collect from such delinquent Owner all costs and expenses of any nature incurred by the Association in connection with the collection of such delinquent assessments and fees, including, but not limited to, all court costs and attorneys' fees. The payment of all of such costs and expenses shall be secured by the lien for assessments established in this Article against the Lot of the Owner whose payment is delinquent. Furthermore, the Association shall have the right to allocate among all of the Owners the obligation for payment of delinquent assessments that remain unpaid for ninety (90) days after the due date thereof, such allocation to be made pro-rata in accordance with the proportion by which each Owner's obligation to pay assessments bears to the total obligation of all Owners to pay assessments. Such allocation shall not in any way relieve the delinquent Owner of the obligation to make such payment.

8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subject and subordinated to the lien of any mortgage or mortgages now or hereafter encumbering any Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any deed or proceeding in lieu of foreclosure (other than foreclosure by the Association of its own assessment lien) shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, except for

claims for a share of such assessments resulting from a reallocation thereof among all Owners as described above. No sale or transfer shall relieve such Lot or its Owners from liability for any assessments thereafter becoming due or for the lien thereof.

9. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: all properties to the extent of any easement or other interest therein dedicated and accepted by a municipality or other governmental or quasi-governmental authority and devoted to public use; all Common Areas; all properties exempted from taxation by the State or County government upon the terms and to the extent of such legal exemption; and Lots owned by the Declarant (except those which have Units constructed thereon which meet the requirements for imposition of annual or special sewerage assessments).

ARTICLE VII VOTING RIGHTS

1. Voting Rights of Owners. In all matters which may come before the Members of the Association according to the procedures in this Declaration or in the By-Laws, there shall be only one (1) vote for each Lot; except, however, that the Declarant shall have ten (10) votes for each Lot owned by the Declarant. The Declarant may, at any time, voluntarily relinquish, without necessity of consent by any Owner or other Person, Declarant's right to ten (10) votes for each Lot owned by filing for recording in the Office of the Recorder of Deeds of Monroe County an Amendment to this Declaration evidencing such relinquishment, whereupon the Declarant shall have one (1) vote for each Lot owned.

2. Common or Joint Ownership. In the event that more than one Person shall at any time be the Owner of any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as such persons among themselves shall determine. In no event shall more than one vote be cast with respect to any Lot. If any Member casts a vote representing a certain Lot, the Association may thereafter conclusively presume for all purposes that such Member as acting with the authority and consent of all other Owners of the same lot. In the event more than one vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE VIII INSURANCE

1. Insurance to be Maintained by the Association. The Association shall maintain, at all times, insurance in the following types and amounts:

(a) Casualty insurance covering all improvements (if any) erected upon and comprising part of the Common Areas (including all fixtures, building service equipment and other personal property and supplies related to any such improvements). Such insurance shall be in an amount equal to the full replacement value of such improvements (that is, 100% of current "replacement cost" exclusive of land, foundations, excavations and other items normally excluded from coverage) with an "agreed amount endorsement," such insurance to afford protection against at least the following: (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, demolition, vandalism, malicious mischief, wind, storm and water damage; and (ii) such other risks as customarily are covered with

respect to similar improvements in projects similar in construction, location and use. Such insurance shall name the Association as the insured for the use and benefit of the Owners and shall provide that it may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the Association and the first mortgagees of Lots who have given notice to the Association of their interest.

(b) Comprehensive general liability insurance covering the Common Areas and any improvements thereon and the activities of the Association, its officers, agents and employees in connection with the maintenance of the Common Areas, in an amount not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying a claim of an Owner because of the negligent acts of the Association or other Owners.

(c) Workmen's compensation insurance and employer's liability insurance, as required by law.

(d) Comprehensive disappearance and dishonesty bond or equivalent insurance coverage (if feasible as determined by the Board) against dishonest acts on the part of directors, officers, trustees, managers and employees of the Association and all others who handle or are responsible for the handling of funds of the Association, such bond or insurance to name the Association as the obligee or insured. Such bond or insurance shall be written in an amount equal to at least 150% of the Association's estimated annual operating expenses, including reserves. Such bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond or insurance shall provide that it may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to the Association and the first mortgagees of Lots who have given notice to the Association of their interest.

(e) Such other insurance as the Board may from time to time deem necessary or appropriate.

2. Insurers. The insurance set forth in this Article VI shall be maintained in reputable insurance companies authorized to transact business within the Commonwealth of Pennsylvania.

ARTICLE IX ARCHITECTURAL REVIEW

1. Review and Approval. No building or other structure or improvement shall be constructed or placed on any Lot, nor shall any building or other structure or improvement be altered or modified (in appearance or structure) until plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color schemes, location, and approximate cost of such building or other structure or improvement and the grading and landscaping plan, including topography and contours of the Lot, shall have been submitted to and approved in writing (or by deemed approval as hereinafter provided) by the Declarant. Such approval shall be subject to any restrictions or conditions set forth on the Plan and to all applicable codes and requirements of the Township.

Declarant may approve or disapprove any such plans in Declarant's sole and unfettered discretion, taking into account architectural features, design, construction, aesthetics, land disturbance, location, and other considerations as Declarant deems appropriate. Approval by the Declarant of any plans shall not constitute a warranty or other assurance of compliance of the plans with any laws, codes or architectural or engineering standards and Declarant is hereby released from any claims or liabilities related to plans and the approval or disapproval thereof. Any building or other structure or improvement constructed or placed upon a Lot shall be constructed or placed, all grading, tree removal and site work shall be performed, and no Unit shall be occupied for its intended purpose unless it is constructed or placed on the applicable Lot in accordance with the plans and specifications submitted to and approved by Declarant and any conditions imposed by Declarant upon Declarant's approval, except for immaterial variations and minor field adjustments for conditions which could not have been reasonably anticipated and included within the plans submitted to the Declarant. Notwithstanding the foregoing, the requirement for review by the Declarant shall not apply to any building or other structure or improvement constructed or placed upon a Lot or altered after the Control Date.

2. Plans. All submissions of applications and plans shall be made to the Declarant by hand delivery or by Certified Mail Return Receipt Requested and must be in duplicate, one (1) copy of which shall be retained by Declarant, regardless of the action taken. Declarant shall have the right to require plans or details in addition to that submitted by any applicant if the Declarant deems those submitted to be inadequate for Declarant to render a decision. Plans and applications for Declarant approval under this Article may be submitted to Declarant only by an Owner, or a builder or design professional acting as agent for the Owner, of the Lot for which approval is sought.

3. Approval. In passing upon such plans or specifications, Declarant shall take into consideration, among other things, the suitability of the proposed building or other structure or improvement or alteration, the materials to be used, the color scheme, the site of any proposed structure, the degree of harmony with the surroundings and other dwellings and structures located on the Property, and the effect of such proposal on the view from adjacent or neighboring properties. In the event that after such presentation of such plans and specifications (or submission of additional information, plans or details requested by the Declarant), the Declarant fails to approve or disapprove said plans, or request additional information, within forty-five (45) days of such presentation, such plans and specifications shall be deemed approved. Approval of the Declarant, other than deemed approval as aforesaid, shall be in writing only; the Declarant shall acknowledge deemed approval in writing upon request of any applicant whose plans are deemed approved as aforesaid.

4. Immunity. Neither Declarant nor any successor or assignee of a Declarant shall be liable in damages to anyone submitting any plan or request to Declarant for approval, or to any Owner affected thereby by reason of a mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plan or request. Every Owner who submits any plan or request to the Declarant for approval agrees, by submission thereof, and every Owner, for such Owner's heirs, successors, contractors, agents, and assigns, agrees not bring any legal action or suit arising out of the exercise by Declarant of the rights reserved to Declarant herein and hereby releases and quitclaims Declarant from any claims or liability from the exercise of such rights:

5. Enforcement. Declarant shall have the power and the right to enforce strict compliance with the provisions of this Article. Remedies of Declarant for violation of the provisions of this Article may include an action in a court of equity to seek specific performance of these

obligations or removal of an offending building or other structure or improvement. The remedy provided in this Section is not intended in any way to limit the rights and remedies available to Declarant for the enforcement of restrictive or affirmative covenants or otherwise available at law or in equity or to limit Declarant to only one remedy in any particular case.

6. Provisions Inapplicable to Declarant. Declarant shall be exempt from the submission and approval requirements of this Article.

ARTICLE X RULES AND REGULATIONS

The Association may establish from time to time and the Board shall enforce reasonable rules and regulations for the purpose of ensuring the health, safety and welfare of the Occupants as that relates to the use of the Common Areas and for the good care, maintenance and upkeep of the Common Areas. Such rules and regulations may be enacted only by a vote, at a meeting duly authorized, noticed and held in accordance with the By-Laws, of a majority of the Directors present. All rules and regulations shall apply equally to all Occupants and shall not be calculated to exclude any particular Occupants or class of Occupants from full use and enjoyment of the Common Areas in common with other Occupants, other than for failure to timely pay assessments. The Board shall have the right to suspend the voting rights and any other rights of any Owner violating such rules and regulations.

ARTICLE XI MAINTENANCE OBLIGATIONS

1. Maintenance of Common Areas. The Common Areas and all buildings and other improvements thereon (including without limitation any storm water management structures) shall be kept and maintained, or caused to be kept and maintained, in good order and repair by the Association, the cost of which shall be assessed against each Owner in accordance with Article VI of this Declaration.

2. Maintenance of Storm Water Management Facilities. (a) In the event that the Association fails, after attempted written notice from the Township, to maintain the storm water management structures which are included within the definition of Common Area, the Township may, but shall not be obligated to, perform such maintenance as, in the opinion of the Township, is reasonably necessary to maintain the structures. The Association shall be liable for the payment of all expenses incurred by the Township in connection with such maintenance which shall be apportioned equally among the Owners. Each Owner's share of such expenses shall be an assessment against and a lien upon such Owner's Lot, and shall be the personal obligation of such Owner.

(b) Notwithstanding the foregoing, in the event the Association is dissolved according to the provisions of Section 2 of Article XIV, the obligation to maintain each storm water management structure in good order and repair shall be undertaken by the Owner of the Lot on which such structure is situated at such Owner's expense. If a structure is located on more than one Lot, then the maintenance obligation and expense shall be shared equally by the Owners of

such Lots. The Plan calls for storm water management structures to be located on the following Lots (lot numbers refer to those designated on the Plan):

Lots 2, 3 and 4
Lot 11
Lot 19
Lots 26, 27, 48, 49, and 50
Lots 32 and 33
Lots 38 and 39
Lots 40 and 41

Also in such event, the Township shall retain its rights under Section 7 of Article II to enter upon the Lot or Lots containing a storm water management structure, to perform maintenance work in the event the responsible Owners fail to maintain it after attempted written notice and to impose the cost of any such work on the responsible Owner or Owners.

ARTICLE XII RESTRICTIVE COVENANTS AND OTHER GENERAL PROVISIONS

1. Flexibility of Development. Nothing contained herein shall be construed to require Declarant to develop the Property or any part thereof or to convey any part of the Property. Declarant, until the first Lot is conveyed, and the Association thereafter, shall have the right to change the location, size or permitted use of any part of the Common Areas or any easement or part thereof over the Property at any time, provided that no such change shall interfere with access to any Lot or the reasonable use of the Common Areas by the Owners, other Occupants and their guests and invitees without the consent of all Owners whose Lots are directly affected thereby. If required by Township Zoning or Subdivision Ordinances or other laws, such changes shall be subject to prior approval of the Township.

2. Compliance with Plan. Each Lot and Unit located thereon is intended to be, and only may be used as, a single family private residence; provided, however, that Declarant and any purchaser of Lots for the purpose of constructing Units for resale shall have the right to use Lots and Units for models and sales offices in connection with the sale of the Lots and any Units located thereon. Buildings used for a models or sales offices shall, after abandonment of use for such purpose, be either razed or converted to a Unit (for use as a dwelling) or to a community building under the ownership and control of the Association, as the owner thereof may elect. No use shall be made of any Lot, Unit or Common Area which is contrary to the Plan or any other plan for the development of the Property as may be approved by the Township, nor shall any use be made of any Lot, Unit or Common Area contrary to any conditions placed upon such approval by the Township.

3. Lot Size. No Lot shall be subdivided, partitioned or in any other manner reduced in size. However, the Declarant hereby expressly reserves to itself, its successors or assigns, the right to make modifications of any plan of Lots prior to the sale of a Lot shown thereon, provided such modifications shall be with such approval as may be required by the Township.

4. Restrictive Covenants. Without intending to limit the generality of the provisions of this Declaration, the following restrictions are imposed as a common scheme upon the Property:

(a) No trailer, tent, shack, detached garage, barn, above-ground swimming pool or other outbuilding, shall be built on any Lot at any time, either of a temporary or permanent character, provided, however, that this prohibition shall not apply to temporary shelters used by a builder during the construction of a structure, it being clearly understood that such temporary shelters may not, at any time, be used as residences, or permitted to remain on a Lot after completion of construction.

(b) No Unit shall be constructed which contains less than seven hundred fifty (750) square feet of living area or such larger area as may be required under the ordinances of Tobyhanna Township at the time of issuance of the building permit. The term "living area" shall mean the area of the spaces within the Unit which are intended for regular human habitation, measured from the interior surface of walls, excluding unfinished attic or basement space and garages.

(c) The exterior of any Unit constructed on a Lot, including all finish grading, must be completed within six (6) months after ground is broken for such construction.

(d) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on any Lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than two (2) such household pets are kept on any Lot.

(e) No front yard shall be paved, except for sidewalks, driveways and parking areas approved by the Association and not in violation of the Plans or any ordinance or regulation of the Township.

(f) No boat, boat trailer or truck exceeding one (1) ton capacity shall be parked on any unenclosed area of the Property.

(g) Except in connection with the initial construction of Units in accordance with plans approved by the Declarant as provided in Article IX, (i) existing slope or conformation of any Lot shall not be altered; (ii) no structure, retaining wall or planting shall be constructed or placed upon a Lot; and (iii) no other activity shall be undertaken; the effect of any of which is to retard, change or otherwise interfere with the natural flow of surface or drainage waters to the extent that any injury of or damage to any other Lot or Unit may result or may reasonably be expected to result in any weather condition which is likely to occur in a 25 year period. All slope or conformation work shall be (x) subject to the approval of the Declarant, until the Control Date as provided in Article IX, and thereafter of the Association and (y) subject to the requirements set forth on the Plan and to all applicable codes and ordinances of the Township.

(h) Except in connection with the initial construction of Units (provided all requirements set forth on the Plan, all applicable codes and ordinances of the Township and the plans approved by the Declarant and any conditions in accordance with Article IX are complied with), no trees of greater than three inches diameter at a height of four feet from the ground shall be cut, nor

shall there be any substantial destruction of natural vegetation on any Lot without prior written approval from the Declarant, until the Control Date, and thereafter from the Association.

(i) No Lots or Units shall be used or maintained as a dumping ground for rubbish. All trash, garbage and refuse shall be stored in closed containers as inconspicuously as possible. No burning of trash, garbage, or refuse shall be allowed. No materials or waste shall be stored in such manner that they may be transferred off the Property by natural causes (wind, rain, etc.).

(j) No noxious or offensive activity shall be carried on upon any Lot or in any Unit, nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the other Occupants. No Owner or other Occupant of any Lot or Unit shall be permitted to carry on or otherwise engage in any business activity thereon or therein except for home occupations permissible under the Township Zoning Ordinance.

(k) No statues, sculptures, painted trees, bird baths, replicas of animals or other objects of this nature may be affixed or placed on any Lot, Unit or other building where they would be visible from any street, public roadway or Common Areas without prior written approval from the Association.

(l) No signs or advertising of any nature, except for real estate "for sale" or "for rent" signs up to four (4) square feet in area posted on a Lot during the time that such Lot is actually available for sale or for rent to the general public, shall be permitted to be displayed on any Lot, Unit or Common Area without prior approval of the Declarant, until the Control Date, and thereafter of the Association. The provisions of the preceding sentence shall not apply to signs identifying streets of the development or to the Declarant. Nothing contained in this subsection shall be construed to relieve the owners from complying with the requirements of any Township ordinance regarding signage now or hereafter in effect.

(m) No inoperative or disassembled motor vehicle and no motor vehicle which is not the subject of current, valid registration and licensure shall be parked or otherwise stored on any Lot.

(n) Electric service for the Units in Fawn Ridge Estates shall be supplied only from the underground distribution system in accordance with then current Pennsylvania Power & Light Company tariff provisions.

5. Notice and Covenant Regarding Wetlands. A wetlands delineation study of the Property was performed by A. D. Marble & Co., Rosemont, Pennsylvania. The study identified the existence of wetlands on Lots numbered 31 through 41, inclusive, on Lots 43, 44, 45, 46, 47, 48, and 56, and on certain portions of the Common Areas, all as more particularly shown on the Plan and in the amended wetland delineation plan by Rudolf M. Wolff, Jr., RD 2, Palmerton, PA dated January 4, 1994 prepared for the U.S. Army Corps of Engineers. Construction or other earth disturbance upon any portion of the Property now or hereafter designated as "wetlands" under regulations of the Pennsylvania Department of Environmental Resources shall occur only in accordance with applicable laws and regulations and upon issuance of any required permits or waivers. Unlawful disturbance shall be the responsibility of the Owner of the Lot upon which the disturbed wetland is situated and not of the Association (except in the case of wetlands disturbed upon

the Common Areas) nor of the Declarant or the Township. Neither the Association, Declarant or Township warrant or represent the accuracy of the A. D. Marble & Co. study, which contains the conclusions of A. D. Marble & Co. only. Owners are advised to obtain, before construction or other earth disturbance, appropriate advice regarding wetlands from the governing agency or agencies having jurisdiction or from a professional engineer or consultant. At the time of Township approval of this Declaration, officials at the following addresses could be contacted for further information regarding wetlands:

Pa. Dept. of Envi. Resources
Div. of Rivers and Wetlands Cons.
Envi. Review Section
P.O. Box 1467
Harrisburg, PA 17105-1467

Department of the Army, Phila. Dist.
Corps of Engineers, Regulatory Branch
Wanamaker Building
100 Penn Square East
Philadelphia, PA 1910703391

6. Driveway Construction. The following standards shall apply to driveway construction on Lots in the Development:

(a) Proposed driveway locations are shown on the Plans (Sheets 2, 3 and 4) for each Lot in the Development which is located at the intersection of two streets and which could, therefore, have a driveway onto either of two streets. The owner of each such corner Lot may install a driveway only onto the street which is indicated by the proposed driveway location on the Plans. The exact location of the driveway onto such indicated street may be determined by the owner of the Lot, subject to any ordinances of the Township in effect at the time the Plans are approved.

(b) No driveways from Lots shall be constructed directly to State Route 115.

(c) Storm water pipes under driveways shall, if required by the Plans, be installed in accordance with specifications indicated on the Plans.

7. Management Agreements. Declarant shall have the right to enter into a professional management agreement with respect to the Property or any part thereof, including without limitation the Common Area but excluding any Lots not owned by the Declarant, at any time prior to the Control Date, provided, however, that any such agreement shall be terminable by the Association at any time after the Control Date without cause upon ninety (90) days' written notice to the professional management Person and the Declarant.

ARTICLE XIII RIGHTS OF MORTGAGEES

Upon request, each mortgagee holding the first mortgage on a Lot shall have the following rights:

(a) to have its name and mailing address and the name and mailing address of its mortgageors recorded in the records of the Association, so that the Board or its agents can readily communicate with the said mortgagee;

(b) to receive written notice of any default by the mortgagor in the performance of such mortgagor's obligations under this Declaration and the By-Laws which is not cured within thirty (30) days;

(c) to examine the books and records of the Association, the Board and its agents at reasonable times upon written request;

(d) to pay severally, or jointly with other mortgagees, taxes or other charges which are in default and which may become or have become a charge against the Common Areas, or secure new insurance coverage on the lapse of a policy for such Common Areas; any first mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association; and

(e) if so provided in the mortgage documents, to have priority in the case of distribution to an Owner of insurance proceeds or condemnation awards for damages to or a taking of any or all of the Common Areas.

ARTICLE XIV AMENDMENT, TERMINATION AND ENFORCEMENT

1. Amendment and Termination. (a) In addition to certain amendment procedures set forth in the By-Laws, Declarant may modify, amend or terminate this Declaration and the rights, easements and obligations herein contained without the necessity of the joinder of any Owner, Occupant, mortgagee or any other Person having an interest in the Property or any part thereof until the Control Date and any such modification, amendment or termination shall, upon enactment by Declarant, be effective as to all Lots and Owners, as well as to the remainder of the Property. After the Control Date this Declaration may be modified, amended or terminated by the Owners acting only in accordance with the provisions of this Declaration and the By-Laws. Notwithstanding anything contained in this Declaration or in the By-Laws to the contrary, unless the written approval of the Township is first obtained, which decision to approve or not approve shall not be unreasonably withheld or delayed, (i) no amendment of this Declaration shall make any change which would in any way relieve the Association of its right and obligation of maintenance of the Common Areas except for conveyance of the Sewerage System to a public utility company, (ii) this Declaration shall not be terminated, and (iii) the Association shall not be dissolved unless all of the Common Areas have been dedicated and conveyed to the Township or a conservation organization or, in the case of the Sewerage System, to a municipal authority or public utility company.

(b) Subject to the foregoing rights of Declarant and certain amendment rights of the Declarant and the Board as set forth in the By-Laws, this Declaration may be amended or modified only by an instrument signed by Owners who are the Owners of not less than seventy-five percent (75%) of the Lots.

(c) Subject to the foregoing rights of Declarant, this Declaration and the covenants and restrictions contained herein shall run with and bind the land and shall remain in effect for a period of twenty (20) years, after which time they shall be extended automatically for successive periods of ten (10) years each, unless there occurs an affirmative vote at any time of Owners owning 90% of the Lots within the Property to terminate this Declaration and the covenants and restrictions contained herein. In the event that the Association is not functioning, such termination may be made

by any successor in interest and the method of voting by any successor shall be as set forth in its by-laws or other rules applicable at that time. In the event that neither the Association nor any successor is in existence, such termination may be made by affirmative vote by the Owners owning 90% of the Lots. A document memorializing such vote shall be signed by Owners owning at least 90% of the Lots, shall show the affirmative vote of such Owners, shall refer to these restrictions and covenants, and shall be filed for recording in the Office of the Recorder of Deeds of Monroe County, Pennsylvania.

(d) Any amendment or termination must be recorded in order to become effective.

2. Dissolution. In the event all of the Common Areas are dedicated or conveyed to the Township, a conservation organization (in the case of the open space area only) or a municipal authority or a public utility company (in the case of the Sewerage System only) or any of them, the affairs of the Association shall be wound up and the Association shall be dissolved according to the procedures prescribed by law. Notwithstanding the foregoing, if the Township does not take over the cost and obligation for operation and maintenance of the street lights in the Property then the Association may, upon majority vote of a quorum of the Members in attendance (in person or by proxy) at a meeting held in accordance with the By-Laws prior to dissolution, maintain the Association in existence for the limited purpose of operating and maintaining the street lights with the power of assessment under Article VI for such limited purpose. If the Association is dissolved as aforesaid, this Declaration shall thereafter remain in effect only as to the following: (a) the easements in Article II, subject to the provisions of Section 3 in Article III; (b) the rights, obligations and restrictions on the Operator in Article V; (c) the review rights of Declarant in Article IX; (d) the Restrictive Covenants in Article XII; (e) the provisions of Article XIV; and (f) the provisions of subsection 2(b) of Article XI.

3. Enforcement. If any Owner or other Occupant or his heirs, successors or assigns, shall violate any of these restrictions and covenants, it shall be lawful for Declarant, or its successors or assigns, or the Association, or other Owners, to prosecute any proceeding at law or in equity against the Person or Persons violating any such covenants. No waiver of any of the foregoing restrictions as to any Unit or Lot shall constitute a waiver of such or any restrictions as to any other Unit or Lot. Nothing contained in this Section shall impair or defeat the lien of any mortgage or deed of trust. In the event that any of the parties noted above successfully prosecutes an action at law or in equity to enforce any of these easements, restrictions and covenants, or a defendant in any such enforcement action successfully defends such an action, such party shall be entitled to recover reasonable attorneys' fees and costs, as determined by the Court, from the Owner or other Occupant against whom said action is maintained or who commenced such action, as the case may be. This provision shall be deemed to be accepted and agreed to by each Owner.

ARTICLE XV ADDITIONAL REAL ESTATE

1. Reservation of Option to Add Additional Real Estate. The Declarant explicitly reserves the option, until the later of expiration of seven (7) years from the date of initial recordation of this Declaration and the Control Date, to expand the Property by subjecting, from time to time,

additional Land and appurtenances which is contiguous with the Property ("Additional Real Estate") to this Declaration. This option may be exercised by the Declarant without the consent or approval of any Owner or any mortgagee, except the Department of Housing and Urban Development (HUD) and the Veterans Administration (VA), to the extent each holds, insures or guaranties any first mortgage lien on a Lot and Unit in the Property and requires the Declarant to obtain approval. This option shall not terminate prior to its expiration except by an amendment to this Declaration filed of record by the Declarant. The Declarant expressly reserves the right to subject Additional Real Estate to this Declaration at any time, at different times, in any order and without limitation. The Declarant makes no assurances with regard to the order in which any Additional Real Estate may be subjected to this Declaration. The Declarant shall not be required to subject any Additional Real Estate to this Declaration. Only the Property as described in Exhibit A shall be deemed subject to this Declaration unless and until Declarant exercises its rights under this Section.

2. Assurances as to Additional Real Estate. The Declarant makes no assurances as to (and reserves the right to change) the location, size, architectural style and principal materials of improvements which may be constructed on Lots in the Additional Real Estate; provided, however, that any improvements constructed in the Additional Real Estate shall be constructed in accordance with applicable governmental approvals. The Declarant reserves the right to create one or more sub-communities within the Additional Real Estate which is added to the Property. The Declarant makes no assurances as to the nature, type, size or maximum number of any common facilities or their relationship or proportion to Lots in the Additional Real Estate. All provisions of this Declaration affecting the use and occupancy of Lots and the use of the Common Areas, as well as all other provisions of the Declaration, shall apply to the Lots and Common Areas created within the Additional Real Estate, except that differentiations may be made by the Declarant as to these Lots and Common Areas to reflect and account for considerations that are peculiar to them.

3. Procedure for Subjecting Additional Real Estate to Declaration. Upon the Declarant's election to subject Additional Real Estate to this Declaration, the Declarant shall, at its own cost and expense, prepare and record an amendment to this Declaration so as to include Additional Real Estate in the Property. The Declarant shall have the right to record this amendment without the prior approval of the Board of Directors, the Association, or the Owners of Lots already subjected to this Declaration. Such amendment shall contain such additional provisions as may be appropriate to properly incorporate the Additional Real Estate into the Property and to subject the Additional Real Estate to this Declaration.

ARTICLE XVI MISCELLANEOUS

1. No Personal Liability. Neither the Declarant nor any Director, member of any committee of the Association or officer of the Association shall be personally liable to any Owner, or to any other Person, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Declarant or such Director, committee member or officer, provided that the Declarant or such Director, committee member or officer has, upon the basis of such information as may have been possessed by him, acted in good faith, without willful or intentional misconduct.

2. Notices. Any notice required to be sent to any Member, Owner or other Occupant, or any other Person under the provisions of this Declaration shall be deemed to have been

properly given when mailed, postage prepaid, to the last known address of the Person who appears as a Member, Owner or other Occupant, or other Person on the records of the Association at the time for such mailing. Any notice required to be given to the Association shall be deemed to have been given when mailed, postage prepaid, to the last known address of the Association, or to the last known address of the President or Secretary of the Association.

3. Condemnation. In the event any portion of the Common Areas shall be taken or condemned by the exercise of the power of eminent domain, then the award or other monies payable with respect thereto shall be paid to the Association to be handled as it shall determine by proper corporate procedures.

4. Severability. Invalidation of any one of these covenants or restrictions by judgement or Court Order shall in no way affect any other provisions of this Declaration, all of which shall remain in full force and effect.

5. Conflict. In the event of conflict among or between this Declaration, the Articles of Incorporation of the Association, and the By-Laws, this Declaration shall control, then the Articles of Incorporation of the Association, and then the By-Laws.

6. Interpretation. Unless the context otherwise requires the use herein, the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing any substantive provisions thereof.

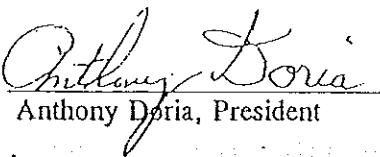
IN WITNESS WHEREOF, the Declarant, Fawn Ridge Estates Corporation, has caused this Declaration of Restrictions, Covenants and Easements of Fawn Ridge Estates to be duly executed the day and year first above written.

FAWN RIDGE ESTATES CORPORATION

Attest:



By:

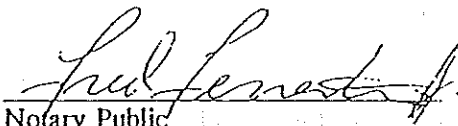

Anthony Doria, President

[Corporate Seal]

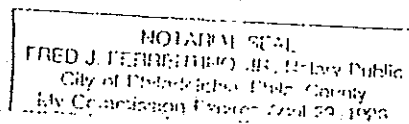
Commonwealth of Pennsylvania :
County of :SS

On this, the 24 day of FEB, 1994, before me
ANTHONY DORIA, the undersigned officer personally appeared Anthony
Doria, who acknowledged himself to be the President of Fawn Ridge Estates Corporation, a
corporation, and that he as such President, being authorized to do so, executed the foregoing
instrument for the purposes therein contained by signing the name of the corporation by himself as
President.

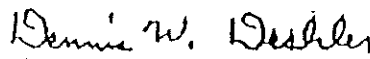
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

(SEAL)



RECORDED IN THE OFFICE FOR RECORDING OF DEEDS, ETC
IN MONROE COUNTY, PA IN RECORD BOOK VOL 1940 PAGE 766
WITNESS MY HAND AND SEAL OF OFFICE THE 7th DAY
OF March A.D. 1994


RECORDER

BY-LAWS OF THE FAWN RIDGE ESTATES HOMEOWNER'S ASSOCIATION INC.

A PENNSYLVANIA NON-PROFIT CORPORATION

Article I.

Name and Location

The name of the corporation is the Fawn Ridge Estates Homeowner's Association, Inc. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 5108 Roosevelt Blvd., Philadelphia, Pennsylvania, but meetings of members and directors may be held at such places as may be designated by the board of directors.

Article II.

Definitions

Unless the context denotes otherwise the following terms are defined as follows:

1. The term "Articles" shall mean the Articles of Incorporation of the Association, recorded in the Department of State of Pennsylvania, as the same may be amended from time to time.
2. The term "Association" shall mean and refer to the Fawn Ridge Estates Homeowners Association Inc., its successors and assigns.
3. The term "Declaration" shall mean and refer to the Declaration of Restrictions, Covenants and Easements of Fawn Ridge Estates which is recorded in the Office of the Recorder of Deeds of Monroe County at Book _____, page _____.
4. Capitalized terms used in these By-Laws shall have the meaning ascribed to them in the Declaration unless otherwise defined herein.

Article III.

Membership

Membership in the Association shall be determined in accordance with the provisions of the Declaration.

Article IV.

Board of Directors: Selection: Term of Office

1. Number. The affairs of this Association shall be managed by a Board of not less than one nor more than three directors, who need not be Members of the Association. Within such limits the number of directors to serve on the Board may be fixed by resolution of the Board from time to time. The initial Board shall have one member appointed by the Incorporator who shall serve until the first annual meeting of the Members.
2. Election. At the first annual meeting of the Members, the Members shall elect one director for a term of one year and one director for a term of two years; and at each annual meeting thereafter the Members shall elect directors for a term of two years.
3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, the successor shall be selected by the remaining directors on the Board and shall serve for the unexpired term of the predecessor.
4. Compensation. No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of the director's duties.
5. Action taken without a meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Article V.

Meetings of Directors

1. Regular meetings. Regular meetings of the Board of directors shall be held not less than annually, at a place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.
2. Special meetings. Special meetings of the Board shall be held when called by the President of the Association, or by any director, after not less than five day's notice to each director.
3. Quorum. A majority of the number of directors shall constitute a quorum of the transaction of business. Every act or decision done or made by a majority of the

directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

4. Conference Telephone. One or more directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, provided that notice of such telephonic meeting is given in the same manner as for other meetings of the Board and that all interested directors are afforded an opportunity to participate.

5. Informal Action. Any action which may be taken at a meeting of the Board may be taken without a meeting by means of a consent or consents in writing, setting forth the action so taken, which consent or consents shall be signed by all of the directors who would be entitled to vote at a meeting for such purpose and shall be filed with the Secretary of the Association.

Article VI.

Nomination and Election of Directors

1. Nomination. Nomination for election to the Board shall be made by the Members from the floor at the annual meeting. Members or non-Members may be nominated.

2. Election. Election to the Board shall be by secret written ballot. At the election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Article VII.

Power and Duties of the Board of Directors.

The Board of directors shall have powers and duties ascribed to Boards of Directors in the Nonprofit Corporation Law of 1988, 15 Pa.C.S.A. Section 5101 et seq. as well as all of the powers and duties ascribed to the Board or to the Association in the Declaration, the Articles, and the powers and duties ascribed to the Board in these Bylaws.

Article VIII.

Committees

The Board of directors may appoint committees as deemed appropriate in carrying out its purposes.

Article X

Meetings of Members; Voting Rights

1. Annual meetings. The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent annual meeting of the Members shall be held on the day and at the time of day designated by the Board of directors, so long as a period of 365 consecutive days does not elapse without the holding of an annual meeting.

2. Special meetings. Special meetings of the Members may be called at any time by the President of the Association or by the Board of directors, or upon written request of the Members who are entitled to vote one-fourth of all the votes which may be cast by all of the Members.

3. Notice of meetings. Notice of each meeting of the Members shall be given in accordance with the requirements of the Nonprofit Corporation Law of 1988, as now or hereafter amended.

4. Voting. The number of votes which each Member may cast shall be determined in accordance with the provisions of the Declaration.

Article IX.

Officers and Their Duties

Duties. The duties of the officers are as follows:

1. President. The president shall see that orders and resolutions of the Board are carried out and shall sign all written instruments and co-sign all checks and promissory notes signed by the Treasurer.

2. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring the seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the

Association together with their addresses, and perform any other duties as required by the Board.

3. Treasurer. The treasurer shall: receive and deposit in appropriate bank accounts all monies of the Association and disburse funds as directed by resolution of the Board; sign all checks and promissory notes of the Association; keep proper book of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each of the Members.

Article X.

Limitation of Liability, Indemnification and Insurance

1. Limitation of Liability. To the fullest extent permitted by Pennsylvania law now in effect and as amended from time to time, a director of this Association shall not be personally liable for monetary damages as such for any action taken, or any failure to take action, unless the director has breached or failed to perform the duties of his or her office under Chapter 57, Subchapter B of the Pennsylvania Nonprofit Corporation Law, or any successor provisions thereto, and the breach or failure constitutes self-dealing, willful misconduct or recklessness. This provision shall not apply to the responsibility or liability of a director pursuant to any criminal statute or the liability of a director for payment of taxes pursuant to local, state or federal law.

2. Scope of Indemnification. The Association shall indemnify any officer or director (or employee or agent designated by majority vote of the Board of Directors to the extent provided in such vote) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including action by or in the right of the Association, by reason of the fact that he or she is or was a director or officer (or employee or agent) of the Association or is or was serving at the request of the Association as a director or officer (or employee or agent) of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such threatened, pending or completed action, suit or proceeding. Officers and Directors (employees or agents) of any subsidiary of the Association (if any) shall be deemed to be persons acting as an officer or director (employee or agent) of another corporation at the request of the Association. Indemnification pursuant to this Section shall not be made in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness. Expenses incurred by an officer or director (or employee or agent) purportedly indemnified by this Section in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt

of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Association. The indemnification and advancement of expenses provided by, or granted pursuant to, this Section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer (or employee or agent) of the Association and shall insure to the benefit of the heirs, executors and administrators of such person.

Article XI.

Corporate Seal

The Board of directors shall provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation.

Article XV

Amendments

These Bylaws may be altered, amended or repealed in accordance with the applicable provisions of the Nonprofit Corporation Law of 1988, 15 Pa.C.S.A. Section 5101 et seq., as now or hereafter amended; provided, however, that no alteration, amendment or repeal of any provision of the Bylaws which would have the effect of altering, modifying or diminishing any of the rights, duties, powers or other provisions created by the Declaration, including but not limited to the rights of the Declarant or the voting rights, may occur without a like amendment of the Declaration according to the terms thereof.

Article XII.

Miscellaneous

1. Fiscal year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

2. Construction of Powers. Unless these Bylaws expressly or by clear construction or implication so provide, nothing contained in these Bylaws is intended to or shall limit, qualify, or restrict any powers or authority granted or permitted to nonprofit corporations by the NonProfit Corporation Law of 1988.

3. Conflict with other governing documents. In the case of any conflict between the articles of incorporation and these bylaws, the articles shall control; and in the case of any conflict between the Declaration and these bylaws, the Declaration shall control.

MAR 31 1994

Microfilm Number _____

Filed with the Department of State on _____

Entity Number

2573872

Secretary of the Commonwealth

ARTICLES OF INCORPORATION - DOMESTIC NONPROFIT CORPORATION

DSCB:15-5306 (Rev. 89)

In compliance with the requirements of 15 Pa. C.S. § 5306 (relating to articles of incorporation), the undersigned, desiring to incorporate a nonprofit corporation, hereby states that:

1. The name of the corporation is: FAWN RIDGE ESTATES HOMEOWNER'S ASSOCIATION, INC.

2. The address of this corporation's initial (a) registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is:

(a) 5108 Roosevelt Boulevard, Philadelphia, Pennsylvania 19124 Philadelphia
 Number and Street City State Zip County

(b) _____
 Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes:

See attached

4. The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

5. (Strike out if inapplicable): The corporation is organized upon a ~~stock~~/nonstock basis.

6. (Strike out if inapplicable): The corporation shall have ~~XX~~ members.

7. (Strike out if inapplicable): The ~~corporation~~ ~~shall~~ ~~have~~ ~~XX~~ ~~members~~ ~~or~~ ~~the~~ ~~committee~~ ~~authorized~~ ~~to~~

~~incorporate:~~

~~by the requisite vote required by the organic law of the association for the amendment of such organic law.~~

8. (Strike out if inapplicable): These Articles of Incorporation may be amended in the manner at the time prescribed by statute, and all rights conferred upon members herein are granted subject to this reservation.

9. The name(s) and address(es) of each incorporator(s) is (are):

Name(s)

Address(es)

George Asimos, Jr., Esquire, 300 Chester Field Parkway, Suite 200
Malvern, PA 19355

See Attached.
 See Attached.
 See Attached.

DEPT. OF STATE

MAR 31 1994

B:15-5306 (Rev 89)-2

IN TESTIMONY WHEREOF, the incorporator(s) has (have) signed these Articles of Incorporation this 22d day of March, 1994.

George Asimos Jr.
(Signature)
George Asimos, Jr.

(Signature)

(Signature)

Attachment to Articles of Incorporation of
Fawn Ridge Estates Homeowner's Association, Inc.

3. The purpose of this corporation shall be to fulfill the purposes, powers, duties and obligations of the "Association" as such term is defined in a certain Declaration of Restrictions, Covenants and Easements of Fawn Ridge Estates (the "Declaration") which was recorded by Fawn Ridge Estates Corporation, Inc., as "Declarant", in the Office of the Recorder of Deeds of Monroe County, Pennsylvania, including but not necessarily limited to the ownership, maintenance and operation of the Common Areas (as defined in the Declaration) according to the terms of the Declaration.

10. Membership in this corporation shall be determined in accordance with the Declaration.

11. Any voting by members of the corporation shall be conducted, and the voting rights of the members shall be, consistent with the requirements of the Declaration with respect to voting and voting rights.

12. In the event all of the Common Areas are dedicated or conveyed to the Township, a conservation organization (in the case of the open space area only) or a municipal authority or a public utility company (in the case of the Sewerage System only) or any of them, the affairs of the Association shall be wound up and the Association shall be dissolved according to the procedures prescribed by law. Notwithstanding the foregoing, if the Township does not take over the cost and obligation for operation and maintenance of the street lights in the Property then the Association may, upon majority vote of a quorum of the Members in attendance (in person or by proxy) at a meeting held in accordance with the By-Laws prior to dissolution, maintain the Association in existence for the limited purpose of operating and maintaining the street lights with the power of assessment under Article VI for such limited purpose. If the Association is dissolved as aforesaid, this Declaration shall thereafter remain in effect only as to the following: (i) the easements in Article II, subject to the provisions of Section 3 in Article III; (ii) the rights, obligations and restrictions on the Operator in Article V; (c) the review rights of Declarant in Article IX; (d) the Restrictive Covenants in Article XII; (e) the provisions of Article XIV; and (f) the provisions of subsection 2(b) of Article XI. Each capitalized term used in this Section 12 shall have the meaning ascribed to such term in the Declaration. Each reference to an Article, section or subsection in this Section 12 shall refer to the corresponding Article, section or subsection in the Declaration.

'94 AUG 16 PM 2 05

MONROE COUNTY, PA
FIRST AMENDMENT TO DECLARATION
OF RESTRICTIONS, COVENANTS AND EASEMENTS
OF FAWN RIDGE ESTATES

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS,
COVENANTS AND EASEMENTS (hereinafter the "Declaration"), made this 16th day of
August, 1994, by FAWN RIDGE ESTATES CORPORATION, a
Pennsylvania corporation (hereinafter "Fawn Ridge"),

W I T N E S S E T H:

THAT WHEREAS, Fawn Ridge is the owner of a certain parcel of land comprising approximately 212 acres situated in Tobyhanna Township, Monroe County, Pennsylvania (hereinafter referred to as the "Property") which parcel of land is more particularly described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Fawn Ridge executed a certain Declaration of Restrictions, Covenants and Easements of Fawn Ridge Estates dated February 24, 1994 which has been recorded on March 7, 1994 in the Office of the Recorder of Deeds of Monroe County at Book 1940, Page 0766 (the "Declaration"); and

WHEREAS, Fawn Ridge desires to amend a portion of the Declaration pursuant to the provisions of Article XIV, Section 1(a) of the Declaration.

NOW, THEREFORE, Fawn Ridge, intending to be legally bound hereby, declares that the Property and every part thereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, assessment, liens and charges set forth in the Declaration, as herein modified, and all of which shall run with the land and shall be binding upon and inure to the benefit of all parties having or acquiring any interest in the Property or any portion thereof for the period of time hereinafter specified.

1. Section 4(b) of Article XII of the Declaration shall be amended and restated in its entirety as follows:

(b) No Unit shall be constructed which contains less than one thousand seven hundred (1700) square feet of living area or such larger area as may be required under the ordinances of Tobyhanna Township at the time of issuance of the building permit. Notwithstanding the foregoing, Declarant reserves the right to waive the requirements of this section (b) (except for the requirement to comply with ordinances), in Declarant's discretion, as to any Units constructed by Declarant, Anthony Doria, any corporation owned wholly or in part by Anthony Doria, or their respective successors or assigns. No claim or liability shall arise, nor may any claim be made nor action be commenced, against Declarant or any of the aforementioned persons or

entities, by any person or entity, whether or not a lot owner, mortgagee or other beneficiary of this Declaration, by reason of or as a result of any waiver by Declarant from the covenant contained in this section.

2. Except as amended hereth, the Declaration remains in full force and effect as therein written.

IN WITNESS WHEREOF, the Declarant, Fawn Ridge Estates Corporation, has caused this First Amendment to Declaration of Restrictions, Covenants and Easements of Fawn Ridge Estates to be duly executed the day and year first above written.

FAWN RIDGE ESTATES CORPORATION

Attest: Nancy L. Lee

By: Anthony Doria
Anthony Doria, President

[Corporate Seal]

Commonwealth of Pennsylvania

SS

County of

On this, the 16th day of August, 1994, before me
Anthony Doria, the undersigned officer personally appeared
ANTHONY DORIA, who acknowledged himself to be the PRESIDENT of FAWN RIDGE
ESTATES CORPORATION, a corporation, and that he as such President, being authorized
to do so, executed the foregoing instrument for the purposes therein contained by signing the
name of the corporation by himself as President.

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

Fred J. Ferrentino, Jr.
Notary Public

(SEAL)

NOTARIAL SEAL
FRED J. FERRENTINO, JR., Notary Public
City of Philadelphia, Phila. County
My Commission Expires April 23, 1995

RECORDED IN THE OFFICE FOR RECORDING OF DEEDS, ETC
IN MONMOUTH COUNTY, PA IN RECORD BOOK VOL 1967 PAGE 604
WITNESS MY HAND AND SEAL OF OFFICE THE16th...
OFAugust..... A.D. 1994.

Dennis W. Deschler
RECORDER

LEGAL DESCRIPTION
FAWN RIDGE ESTATES

BEGINNING at a point on the Southwesterly side of S.R. 115 (100 feet wide), said point being a corner of lands now or late of Irvin C. Hanna Estate Co.; thence South 51 degrees 43 minutes 12 seconds West 1,257.39 feet to a point; thence North 39 degrees 44 minutes 29 seconds West 437.00 feet to a point; thence South 54 degrees 29 minutes 39 seconds West 1,038.24 feet to a point; thence North 36 degrees 33 minutes 21 seconds West 892.12 feet to a point; thence North 36 degrees 06 minutes 08 seconds West 2,963.48 feet to a point; thence North 53 degrees 56 minutes 09 seconds East 2,017.02 feet to a point; thence South 29 degrees 10 minutes 32 seconds East 349.55 feet to a point; thence South 07 degrees 39 minutes 35 seconds West 484.53 feet to a point; thence South 25 degrees 18 minutes 21 seconds East 396.59 feet to a point; thence South 25 degrees 24 minutes 30 seconds West 405.96 feet to a point; thence South 27 degrees 53 minutes 55 seconds East 196.22 feet to a point; thence South 61 degrees 15 minutes 35 seconds East 161.32 feet to a point; thence North 76 degrees 55 minutes 10 seconds East 501.40 feet to a point; thence North 19 degrees 36 minutes 09 seconds West 648.68 feet to a point; thence North 68 degrees 01 minutes 09 seconds East 601.84 feet to a point; thence North 53 degrees 45 minutes 11 seconds East 447.29 feet to a point on the said Southwesterly side of S.R. 115; thence along the same South 24 degrees 31 minutes 57 seconds East 78.48 feet to a point; thence South 32 degrees 42 minutes 44 seconds West 437.22 feet to a point; thence South 57 degrees 38 minutes 38 seconds East 653.64 feet to a point; thence North 33 degrees 28 minutes 01 seconds East 12.54 feet to a point on the said Southwesterly side of S.R. 115; thence along the same South 24 degrees 31 minutes 57 seconds East 2,117.76 feet to the first mentioned point and place of beginning.

CONTAINING 211.98 acres:

RECORDER OF DEEDS
MONROE COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER

199530466

RECORDED ON

Dec 08, 1995

1:43:37 PM

RECORDING FEES \$ 15.00

STATE WRIT TAX \$ 0.50

TOTAL \$15.50

SECOND AMENDMENT TO DECLARATION
OF RESTRICTIONS, COVENANTS AND EASEMENTS
OF FAWN RIDGE ESTATES

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS (hereinafter the "Declaration"), made this 27th day of November, 1995, by FAWN RIDGE ESTATES CORPORATION, a Pennsylvania corporation (hereinafter "FAWN RIDGE"),

WITNESSETH:

THAT WHEREAS, Fawn Ridge is the owner of a certain parcel of land comprising approximately 212 acres situated in Tobyhanna Township, Monroe County, PA (hereinafter referred to as the "Property") which parcel of land is more particularly described in EXHIBIT A attached hereto and made a part hereof; and

WHEREAS, Fawn Ridge executed a certain Declaration of Restrictions Covenants and Easements of Fawn Ridge Estates dated February 24, 1994 which has been recorded on March 7, 1994 in the office of the Recorder of Deeds of Monroe County at Book 1940, Page 0766 (the "Declaration"); and

WHEREAS, Fawn Ridge desires to amend a portion of the Declaration pursuant to the provisions of Article XII, Section 4(a) of the Declaration.

NOW THEREFORE, Fawn Ridge, intending to be legally bound hereby, declares that the Property and every part thereof is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions, assessment, liens and charges set forth in the Declaration, as herein modified, and all of which shall run with the land and shall be binding upon and inure to the benefit of all parties having or acquiring any interest in the Property or any portion thereof for the period of time hereinafter specified.

1. Section 4.(a) of Article XII of the Declaration shall be amended and restated in its entirety as follows:

(a) No trailer, tent, shack, barn or other outbuilding shall be constructed on any Lot at any time, either of a temporary

BK202068062

or permanent character with the exception of the following:

A detached garage or above ground swimming pool may be erected after the permanent home is constructed provided the following conditions can be met. The detached garage or above ground pool must be erected in the rear of the present home within the building lines set forth by the township. These prohibitions shall not apply to temporary shelters used by a builder during the construction of a structure, it being clearly understood that such temporary shelters may not, at any time, be used as residences, or permitted to remain on a Lot after completion of construction.

2. Except as amended herein, the Declaration remains in full force and effect as therein written.

IN WITNESS WHEREOF, the Declarant, Fawn Ridge Estates Corporation, has caused this Second Amendment to Declaration of Restrictions, Covenants and Easements of Fawn Ridge Estates to be duly executed the day and year first above written.

FAWN RIDGE ESTATES CORPORATION

Attest:

Nancy Lion

BY:

Anthony Doria
ANTHONY DORIA, President

BK2020PG8063

LEGAL DESCRIPTION
FAWN RIDGE ESTATES

BEGINNING at a point on the Southwesterly side of S.R. 115 (100 feet wide), said point being a corner of lands now or late of Irvin C. Hanna Estate Co., thence South 51 degrees 43 minutes 12 seconds West 1,257.39 feet to a point; thence North 39 degrees 44 minutes 29 seconds West 437.00 feet to a point; thence South 54 degrees 29 minutes 39 seconds West 1,038.24 feet to a point; thence North 36 degrees 33 minutes 21 seconds West 892.12 feet to a point; thence North 36 degrees 06 minutes 08 seconds West 2,963.48 feet to a point; thence North 53 degrees 56 minutes 09 seconds East 2,017.02 feet to a point; thence South 29 degrees 10 minutes 32 seconds East 349.55 feet to a point; thence South 07 degrees 39 minutes 35 seconds West 484.53 feet to a point; thence South 25 degrees 18 minutes 21 seconds East 396.59 feet to a point; thence South 25 degrees 24 minutes 30 seconds West 405.96 feet to a point; thence South 27 degrees 53 minutes 55 seconds East 196.22 feet to a point; thence North 76 degrees 15 minutes 35 seconds East 161.32 feet to a point; thence North 19 degrees 36 minutes 09 seconds East 501.40 feet to a point; thence North 68 degrees 01 minutes 09 seconds West 648.68 feet to a point; thence North 53 degrees 45 minutes 11 seconds East 601.84 feet to a point on the said Southwesterly side of S.R. 115; thence along the same South 24 degrees 31 minutes 57 seconds East 78.48 feet to a point; thence South 32 degrees 42 minutes 44 seconds West 437.22 feet to a point; thence South 57 degrees 38 minutes 38 seconds East 653.64 feet to a point; thence North 33 degrees 28 minutes 01 seconds East 12.54 feet to a point on the said Southwesterly side of S.R. 115; thence along the same South 24 degrees 31 minutes 57 seconds East 2,117.70 feet to the first mentioned point and place of beginning.

CONTAINING 211.98 acres.

EXHIBIT A

BK2020PG8064

Fawn Ridge Est

| | |
|----------|----------|
| 19/89294 | 19/89311 |
| 19/89295 | 19/89312 |
| 19/89296 | 19/89313 |
| 19/89297 | 19/89314 |
| 19/89298 | 19/89315 |
| 19/89299 | 19/89316 |
| 19/89300 | 19/89317 |
| 19/89301 | 19/89318 |
| 19/89302 | 19/89319 |
| 19/89303 | 19/89320 |
| 19/89304 | 19/89321 |
| 19/89305 | 19/89322 |
| 19/89306 | |
| 19/89307 | |
| 19/89308 | |
| 19/89309 | |
| 19/89310 | |

COMMONWEALTH OF PENNSYLVANIA

:

: SS

COUNTY OF

:

On this, the 27th day of November, 1995
before me personally appeared Anthony Doria ANTHONY DORIA
who acknowledged himself to be the PRESIDENT of FAWN RIDGE ESTATES
CORPORATION, a corporation, and that he as such President, being
authorized to do so, executed the foregoing instrument for the
purposes therein contained by signing the name of the corporation
by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and
official seal this 27 day of Nov, 1995.


NOTARY PUBLIC

(SEAL)



I hereby CERTIFY that this document is recorded in the
Recorder's Office of Monroe County, Pennsylvania.

Dennis W. Gessler

BK2020PG8066

RECORDERS OFFICE
MONROE COUNTY, PA

INVOICE # 233096
0101-RECEIPT BLH

-- CHARGES --

#001 AMENDMENT \$20.50

Instrument Number - 200237839
Recorded on - Sep 19, 2002 10:31:13 AM
Book/Page: REC/2131/7582
Grantor - FAWN RIDGE ESTATES
Grantee - FAWN RIDGE ESTATES

Fee Detail:
COUNTY RECORDING FEE \$13.00
PER PAGE OVER 4 PAGES \$2.00
STATE WRIT FEE \$0.50
ARCHIVES FEE-COUNTY \$2.00
ARCHIVES FEE-RECORDER \$3.00

TOTAL CHARGES \$20.50

-- PAYMENTS --

CASH \$20.50

TOTAL PAYMENTS \$20.50

AMOUNT DUE \$20.50
PAYMENT ON INVOICE (\$20.50)
BALANCE DUE \$0.00

Receipt By: WALK-IN
Customer:
DORIA, ANTHONY
39 SCENIC DR
BLAKESLEE, PA 18610

THANK YOU
HELEN DIECIQUE
REGISTER & RECORDER
COUNTY # 45
09/19/2002 10:30:57 AM

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS, COVENANTS AND
EASEMENTS OF FAWN RIDGE ESTATES

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS,
COVENANTS AND EASEMENTS (hereinafter the "Amendment"), made this 18th day
of September, 2002 by FAWN RIDGE ESTATES CORPORATION, a Pennsylvania
corporation (hereinafter "Declarant"),

WITNESSETH:

THAT WHEREAS, Fawn Ridge is the Declarant under a certain Declaration of
Restrictions, Covenants and Easements of Fawn Ridge Estates (the "Declaration") dated
February 24, 1994 and recorded in the Office of the Recorder of Deeds of Monroe County on
March 7, 1994 at Book 1940, page 766 *et seq.*; and

WHEREAS, pursuant to the authority reserved to Declarant in the Declaration, Declarant
desires to, among other things, reserve the right to add additional real estate to the governance
scheme, change certain rights and restrictions established by the Declaration and amend the
Declaration.

NOW, THEREFORE, Declarant, intending to be legally bound hereby, declares that the
Property and every part thereof is and shall be held, transferred, sold, conveyed and occupied
subject to the covenants, restrictions, easements, conditions, assessment, liens and charges in the
Declaration as herein amended, all as hereinafter set forth, and all of which shall run with the
land and shall be binding upon and inure to the benefit of all parties having or acquiring any
interest in the Property (as defined in the Declaration and including the real property added to the
Property by this Second Amendment) or any portion thereof for the period of time specified in
the Declaration.

1. Capitalized words used in this Second Amendment shall have the meanings ascribed to them
in the Declaration, unless otherwise defined or amended herein.
2. For purposes of determining the Control Date and all other purposes under the Declaration,
Lots numbered 61 through 72 originally approved as Phase III of the Fawn Ridge Estates
subdivision by the Township and depicted on the Plan shall continue to be counted as Lots
notwithstanding the amended subdivision plan approved by the Township that combined
such lots and Sandy Knoll Drive into a single lot numbered 61 on said amended subdivision
plan.
3. Fawn Ridge Estates Corporation remains as Declarant as of the date of this Second
Amendment.

4. Hereafter and without limitation of the Declarant's rights in the Declaration, regardless of whether Fawn Ridge Estates Corporation is the Declarant or the Control Date has passed, the Property may be amended by Fawn Ridge Estates Corporation its successors and assigns, to add the real property described in Exhibit "A" (the "Additional Property"), which is attached to and incorporated in this Second Amendment, in accordance with the rights granted in Article XV of the Declaration. Fawn Ridge Estates Corporation its successors and assigns may, but shall not be obligated to, designate land within the Additional Property to be added to the Common Areas. The Sewerage System shall be extended to serve the Units on the Additional Property once it has been made subject to the Declaration as provided above. If Fawn Ridge Estates Corporation its successors or assigns adds the Additional Property to the Property in accordance with Article XV and the preceding paragraph, the term "Plan" shall thereafter include, in addition to the Plan as defined in the Declaration, any final subdivision or land development plan for the Additional Property that is approved by the Township and recorded in the Office of the Recorder of Deeds of Monroe County.
5. "Property" shall mean and refer to the real property described in the Declaration and the Additional Property, as well as any other Additional Real Estate, once made subject to this Declaration pursuant to Article XV; excluding any area once it has been dedicated to a municipality, other governmental authority, quasi-governmental authority or public utility company for public use as referred to in Section 3 of Article III of this Declaration.
6. Within the Additional Property and the presently undeveloped land occupied by Lots numbered 61 through 72 and Sandy Knoll Drive on the Plan, a Lot may be used for the erection of a single family dwelling or any form of multi-family dwelling. Any multi-family dwelling units may, but need not, be capable of being subdivided or owned independently from one another. Each dwelling unit within a multi-family dwelling building shall be a "Unit" under the Declaration and, the Owner of such building or, if owned independently such as by condominium, the owner of each such Unit shall also be an Owner. "Unit" shall include any dwelling unit within a multi-family dwelling building, regardless of the number of such dwelling units on a Lot. A Unit in a multi-family dwelling permitted hereunder shall not be subject to minimum floor area requirements of the Declaration or any amendment thereto. The Owner or Owners of Units in multi-family dwellings permitted under this Second Amendment shall be Members and shall be given one vote for each Unit, regardless of the number of Units on a Lot. Any assessments imposed under the Declaration for sewerage service or otherwise shall apply to the multi-family dwelling units at a rate based on the number of Units, regardless of the number of Lots on which such Units are situated.
7. Invalidity of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions of this Declaration, all of which shall remain in full force and effect.
8. In the event of conflict among or between this Second Amendment and the Declaration, this Second Amendment shall control.

9. Unless the context otherwise requires the use herein, the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing any substantive provisions thereof.

IN WITNESS WHEREOF, the Declarant, Fawn Ridge Estates Corporation, has caused this Second Amendment to Declaration of Restrictions, Covenants and Easements of Fawn Ridge Estates to be duly executed the day and year first above written.

FAWN RIDGE ESTATES CORPORATION

By: Anthony Doria
Anthony Doria, President

Commonwealth of Pennsylvania

SS

County of Luzerne

On this, the 18th day of September, 2002, before me a Notary Public, _____, the undersigned officer personally appeared Anthony Doria, who acknowledged himself to be the President of Fawn Ridge Estates Corporation, a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Michelle J. Castagna
Notary Public

(SEAL)

Following recording, please return to:
George Asimos, Esquire
Saul Ewing, LLP
1200 Liberty Ridge Drive, Suite 200
Wayne, PA 19087

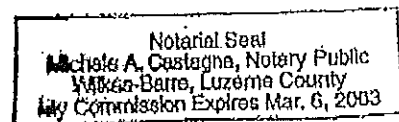


Exhibit A

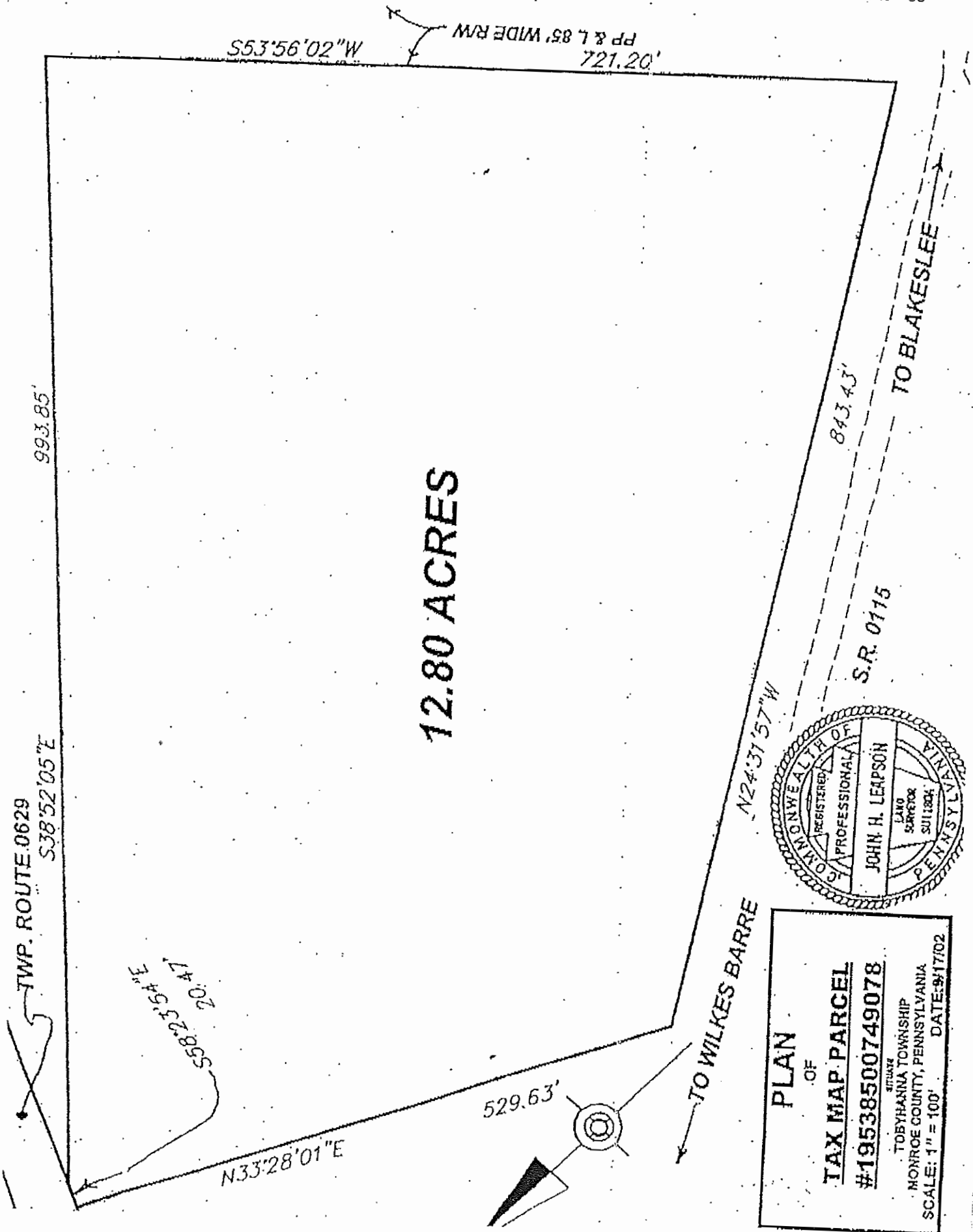
Legal Description of Additional Property

FAWN RIDGE ESTATES 12.80 ACRE TRACT OF LAND

ALL THAT CERTAIN tract, piece of parcel of land Situate in Tobyhanna Township, Monroe County, Pennsylvania, bounded and described in accordance with a plan prepared by John H. Leapson, Professional Land Surveyor dated September 17, 2002 as follows:

BEGINNING at the point of intersection formed by the Northeasterly 100 foot wide right of way line of Pennsylvania State Route 0115; with the Northwestern side of Pennsylvania Power and Light Company 85' wide right of way line; thence along the said Northeasterly S.R. 0115 right of way line North 24 degrees 31 minutes 57 seconds West 843.43 feet to a point; thence North 33 degrees 28 minutes 01 second East 529.63 feet to a point in the Southwesterly side of Township Road 629; thence along the same South 58 degrees 23 minutes 54 seconds East 20.47 feet to a point; thence South 38 degrees 52 minutes 05 seconds East 993.85 feet to a point in the previously mentioned Northwestern Pennsylvania Power and Light Company right of way; thence along the same South 53 degrees 56 minutes 02 seconds West 721.20 feet to the first mentioned point and place of beginning.

CONTAINING 12.80 acres of land, more or less.



4f
2f

Mother Parcel 19.19.1. 4 which has been subdivided out to other parcels within the subdivision
See attached list of sixty-one (61) affected parcels (Exhibit "A")

Tobyhanna Township

***Amendment to Declaration of Restrictions, Covenants, and Easements for
Fawn Ridge Estates Planned Community***

Tobyhanna Township, Monroe County, Pennsylvania

This is an ***Amendment to the Declaration of Covenants for Fawn Ridge Estates Planned Community***, a residential planned community located in Tobyhanna Township, Monroe County, Pennsylvania ("Fawn Ridge Estates" or the "Community") dated May 28th 2024, 2024, by **Fawn Ridge Estates Homeowners Association**, a Pennsylvania nonprofit corporation (the "Association" and/or "Successor Declarant").

Background

I. The Association manages the real property comprising the common area in Fawn Ridge Estates subdivision (the "**Common Area**"). The Common Area is subject to non-exclusive rights of use vested in all owners of residential lots (inclusively the "**Owners**" of "**Lots**") that are depicted on the recorded subdivision plans for Fawn Ridge Estates subdivision (and subsequent revisions) found at Map Book 66, Page 18, Map Book 70, Page 104, and Map Book 73, Page 186. The Common Area is managed and maintained for the benefit of the Owners by the Association.

II. The Association is the successor-in-interest to all the Declarant rights for the Community from the original Declarant, Fawn Ridge Estates Corporation. The Association was created through the filing of Articles of Incorporation with the Pennsylvania Department of State on March 31, 1994.

III. The Common Area and Lots are at present subject to a ***Declaration of Restrictions, Covenants, and Easements for Fawn Ridge Estates***, dated February 24, 1994 and filed with the Monroe County Recorder of Deeds office at Deed Book 1940, page 0766 ("the Declaration"). The Declaration was amended through: a) a First Amendment on August 16, 1994, filed at Deed Book 2020, Page 8062; and b) a Second Amendment on September 19, 2002, filed at Deed Book 2131, Page 7592.

IV. The Association is the successor-in-interest to the rights of developer of the community under the common promotional name Fawn Ridge Estates ("**Fawn Ridge**" or the "**Community**").

V. There are sixty-one (61) units in the planned community; thus 46 approvals (75%) are required to amend. In 2024, FREHA obtained the necessary 75% approval required per the 1994 Declaration to formally approve changes to certain covenants, which are reflected below.

VI. The Owners of Lots in Fawn Ridge Estates, for themselves and their respective heirs, successors and assigns, intend to bind all Lots and Common Area in the Community legally under the

Fawn Ridge Estates Homeowners Association

EXHIBIT A

| PARCEL # | UNIT NO. |
|----------|----------|
| 19.89294 | Lot #01 |
| 19.89295 | Unit #02 |
| 19.89296 | Unit #03 |
| 19.90767 | Unit #04 |
| 19.90768 | Unit #05 |
| 19.90769 | Unit #06 |
| 19.90770 | Unit #07 |
| 19.90771 | Unit #08 |
| 19.90772 | Unit #09 |
| 19.90773 | Unit #10 |
| 19.90774 | Unit #11 |
| 19.90775 | Unit #12 |
| 19.90776 | Unit #13 |
| 19.90777 | Unit #14 |
| 19.90778 | Unit #15 |
| 19.90779 | Unit #16 |
| 19.90780 | Unit #17 |
| 19.89297 | Unit #18 |
| 19.89298 | Unit #19 |
| 19.89299 | Unit #20 |
| 19.90813 | Unit #21 |
| 19.90781 | Lot #22 |
| 19.90782 | Unit #23 |
| 19.90783 | Unit #24 |
| 19.90784 | Unit #25 |
| 19.90785 | Unit #26 |
| 19.90786 | Unit #27 |
| 19.90787 | Unit #28 |
| 19.90788 | Unit #29 |
| 19.89300 | Unit #30 |
| 19.89301 | Unit #31 |

(CONTINUED IN COLUMN 2)

| PARCEL # | UNIT NO. |
|----------|----------|
| 19.89302 | Unit #32 |
| 19.89303 | Lot #33 |
| 19.89304 | Unit #34 |
| 19.89305 | Unit #35 |
| 19.89306 | Unit #36 |
| 19.89307 | Unit #37 |
| 19.89308 | Unit #38 |
| 19.89309 | Unit #39 |
| 19.89310 | Unit #40 |
| 19.89311 | Unit #41 |
| 19.89312 | Unit #42 |
| 19.89313 | Unit #43 |
| 19.89314 | Unit #44 |
| 19.89315 | Unit #45 |
| 19.89316 | Unit #46 |
| 19.89317 | Unit #47 |
| 19.89318 | Unit #48 |
| 19.90789 | Unit #49 |
| 19.90790 | Unit #50 |
| 19.90791 | Unit #51 |
| 19.90792 | Unit #52 |
| 19.90793 | Unit #53 |
| 19.90794 | Unit #54 |
| 19.90795 | Unit #55 |
| 19.90796 | Lot #56 |
| 19.90797 | Unit #57 |
| 19.90798 | Unit #58 |
| 19.90799 | Unit #59 |
| 19.90800 | Unit #60 |
| 19.90801 | Unit #61 |

terms of this Declaration amendment based on written consents of the Owners holding title to at least seventy-five percent (75%) of the Lots in the Community, thereby amending both the Deed Restrictions (as permitted under Sections 5102(d) and 5219 of the Pennsylvania Uniform Planned Community Act) effective on the date of filing.

VII. The Association intends by this Declaration amendment to continue to impose upon the Community mutually beneficial restrictions under an uninterrupted general plan of development for the benefit of all Owners of real property within the Community.

VIII. The Association desires to provide flexible and reasonable procedures for the continuing development and operation of the Community and to confirm the method for administration, maintenance, preservation, use and enjoyment of property in the Community.

Amendment

The Association hereby declares that all of the Common Area and Units in the Community shall be legally bound by this Amendment to the Declaration of Restrictions, Covenants, and Easements for Fawn Ridge Estates, a planned community governed by the *Pennsylvania Uniform Planned Community Act*, 68 Pa. C.S. Section 5101, *et seq.* This Amendment is intended to protect the value and desirability of the Units and Common Area and shall benefit all Unit Owners and the Association. This Amendment shall run with the land as part of the Covenants and Declaration, which means that these standards are attached legally to the Units and Common Area even with changes of ownership. This Amendment shall bind all persons having any right, title or interest in the Units and Common Area, and their respective heirs, successors, successors-in-title and assigns.

The amendment would add a new provision at Article XII, Section 4(o), which reads as follows:

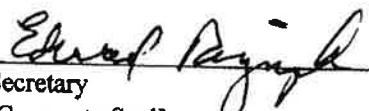
(o) Rentals of less than thirty (30) days are prohibited within the community.


◀ End of Amendment ▶

IN WITNESS OF WHICH, the Association have caused this Amendment to be executed by their respective officers this 24th day of MAY, 2024.

Attest

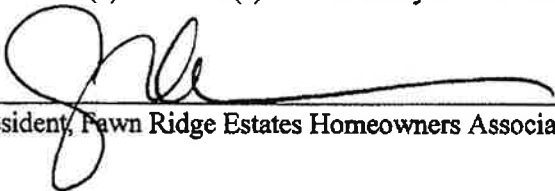
Fawn Ridge Estates Homeowners Association


Secretary
[Corporate Seal]


President

**Certification of President of Fawn Ridge Estates Homeowners Association
Required under UPCA Section 5219(e)**

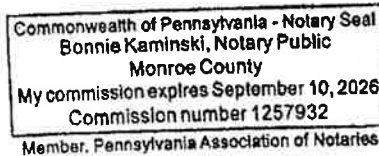
Being duly sworn according to law, I, GREGORY COLLETTI, hereby certify that (1) I am the President of *Fawn Ridge Estates Homeowners Association*; (2) this Declaration amendment was approved, based on proper notice to the members, as an amendment to the Declaration of Covenants for Fawn Ridge Estates planned community, by the approval of the membership in compliance with 68 Pa. C.S. § 5219 and its Declaration; and (3) the Board, on behalf of the Owners, has therefore authorized the preparation, execution, recording and certification of this amendment to the Declaration and Covenants as such on the real property records of Monroe County, as required in Sections 5102(d) and 5219(e) of the Pennsylvania Uniform Planned Community Act.



President, Fawn Ridge Estates Homeowners Association

Sworn to and subscribed before me,
this 28th day of MAY, 2024

Bonnie Kaminski
Notary Public
[SEAL]



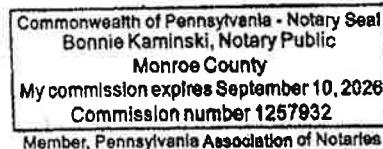
NOTARY'S ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Monroe : SS

On this 28th day of MAY, 2024, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared GREGORY COLLETTI, who acknowledged her/himself to be the President of the Board of Directors of Fawn Ridge Estates Homeowners Association, and that she/he, as that officer, being authorized to do so, executed the foregoing Amendment for the purposes contained in the Declaration by signing it by himself, as President, intending that it be recorded on public record.

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

Bonnie Kaminski
Notary Public
[SEAL]





COUNTY OF MONROE

RECORDER OF DEEDS
ONE QUAKER PLAZA
ROOM 106
STROUDSBURG, PA 18360
Area Code (570) 517-3969

Kate Best - Recorder

Instrument Number - 202414181

Recorded On 6/18/2024 At 1:38:36 PM

Book - 2651 Starting Page - 8122

* Total Pages - 5

* Instrument Type - DECLARATION

Invoice Number - 899461

* Grantor - FAWN RIDGE ESTATES HOMEOWNERS ASSOCIATION

* Grantee - FAWN RIDGE ESTATES HOMEOWNERS ASSOCIATION

User - JMA

* Customer - YOUNG & HAROS LLC

*** FEES**

| | |
|-----------------------------|---------|
| STATE WRIT TAX | \$0.50 |
| RECORDING FEES | \$13.00 |
| COUNTY ARCHIVES FEE | \$2.00 |
| ROD ARCHIVES FEE | \$3.00 |
| TAX CODE CERTIFICATION FEES | \$10.00 |
| TOTAL PAID | \$28.50 |

RETURN DOCUMENT TO:
YOUNG & HAROS LLC

MC GIS Registry UPI Certification
On June 18, 2024 By JG

TAX ID #

19.19.1.4

Total Tax IDs: 1



I Hereby CERTIFY that this document is recorded in the
Recorder's Office of Monroe County, Pennsylvania

K Bst

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE LAST PAGE
OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

Book: 2651 Page: 8126

