

DECLARATION OF COVENANTS AND RESTRICTIONS OF LEDGEWOOD ESTATES

The following Declaration of Covenants and Restrictions is hereby promulgated by Heritage Hills Estates, Inc. (hereafter "Declarant") for the Townhome Development known as LedgeWood Estates, situate in the Township of Hanover, Luzerne County, Pennsylvania, (hereafter "Development") constructed on the property acquired by Declarant from Douglas Bacon, by deed dated December 6, 2005, and recorded in The Office of the Recorder of Deeds of Luzerne County in Record Book Volume 3005 at page 329913, all of which covenants and restrictions constituting covenants running with, and binding and benefiting, said property, and any and all parts, lots and/or units of the same.

1. APPLICABILITY:

All transfers of Townhome Units (hereafter "Units") whether by Declarant, its successors and/or assigns, or by Declarant's transferees, their heirs, successors and/or assigns, shall be subject to the restrictions and covenants contained herein.

2. COMMON AREA:

Any part of the Development not subdivided into Units shall be known as the Common Area, which Common Area is more particularly set forth on the LedgeWood Estates Development Plan (hereafter "Plan") recorded in The Office of the Recorder of Deeds of Luzerne County in Map Book Volume 196 at page 11, which Common Area Declarant expressly excepts and reserves to itself, its successors and assigns, as well as all easements required to access the Common Area for the purposes of maintenance, installation, repair, correction and reconstruction of all streets, open areas, water lines, sewer lines, electric lines, detention basin(s), water systems, and such other facilities as at any time may be installed in connection with the same.

3. EASEMENTS:

Easements for the installation and maintenance of utilities, drainage facilities and driveways are reserved as shown on the Plan. No structure, planting or other materials shall be placed on, or permitted to remain within, ten (10) feet of the perimeter of said easements. The easement areas contained within any lot and all improvements constructed within the same shall be maintained by the owner of the lot, except for those improvements for which a public authority or utility company is responsible and for the driveway easement which shall be maintained by the Homeowner's Association. Enforcement for failure to maintain the easement, and/or the facilities within the same, shall be vested in the Homeowners' Association, or any property owner, and the provisions hereof may be enforced by action at law or in equity.

4. PROHIBITED STRUCTURES/FACILITIES:

No detached structure nor temporary facility including, but not limited to, a garage, shed, tent, shack, barn, animal kennel/exercise area/restraint unit, or other out building, travel trailers, mobile homes or modular home may be parked, erected, constructed or located on any Lot except upon written application and approval by the Declarant, and, following the sale of the final unit and transfer of the Common Areas to a Homeowners' Association, by the Homeowners Association thereafter.

5. SIGNS AND FENCES:

No sign shall be erected by any unit owner on any lot, except one (1) sign of not more than two (2.00) feet by two (2.00) feet advertising the property for sale. All property lines shall be kept free and open, and no fence, including but not limited to chain link fences, hedges or walls may be erected, constructed, located or permitted on any lot, except with the approval of the Declarant or Homeowners Association.

6: POOLS

No above ground pools of any kind may be built, installed, assembled, or pieced on any lot.

7. GARBAGE/TRASH/REFUSE REMOVAL:

Garbage, trash, or any other refuse shall not be stored or permitted to remain upon, burned, or otherwise disposed of on any Lot. Trash, garbage and other waste shall be kept, stored and maintained in sanitary containers, and, except on the days of collection, said containers shall be appropriately screened from public view and from neighboring units by planting, shrubs and/or fencing, the said containers to be returned to that area not later than the end of the day of garbage collection.

8. ANIMALS/PETS:

No animals, birds, or pets of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other common household pets may be kept, provided they are not kept, bred or maintained for a commercial purpose and provided that there shall be not more than a total of two (2) per unit

9. PROHIBITED USES:

(a) No noxious or offensive activity shall be permitted on any lot or unit, including but not limited to, the maintenance, parking or storage of motor vehicles without current registration and plates, or parts thereof, or machinery or apparatus of any kind.

(b) No clothes line or apparatus for drying clothes may be erected or placed upon any lot or unit.

(c) Pets shall not be allowed to run loose, shall be leashed at all times, their owners to immediately collect and dispose of all pet waste.

(d) Owners shall exercise due control of their animals/pets and shall restrain them from engaging in barking, yapping or whining at any location within the Development.

(e) No vehicle shall be parked on Somerset Drive within the curve radii of the same.

10. MAINTENANCE:

All lots shall be maintained in a neat and clean state, free of rubbish, debris or unsightly lawn growth. Declarant, or the Homeowners' Association, their successors and assigns, shall have the right to enter upon any property that fails to comply with this covenant for the purpose of cleaning, maintaining, restoring or repairing the same, the cost of which shall be billed to the property owner, and become a lien on the property if unpaid for more than thirty (30) days.

Property owners shall maintain the exterior of the dwelling unit in a neat and presentable condition. Exterior walls, doors, shutter, windows and roof shall be maintained and replaced by the owner according to the existing color schemes; the color, texture or design of the exterior of the unit not to be changed in any way without prior written approval of the Homeowners' Association.

11. EROSION:

Declarant shall not be liable for damage caused by erosion, washing or other action.

12. COMMON AREA COVENANTS:

(a) All common areas are private property and shall remain private property. The execution and recording of this Declaration or of any plot plan of the development shall not be construed as a dedication to the public of any of the common areas. A license upon such terms and conditions as the Homeowners Association shall, from time to time, specify for the use and enjoyment of each of the common areas, is granted to owners who are members of the Association.

(b) Declarant shall convey the common areas to the Homeowners Association upon completion of the last unit. Declarant shall have the right to convey all or any part of the common area to the Association at any time prior to the completion of sale of all units. The conveyance(s) to the Homeowners Association shall be made by special warranty deed free and clear of any and all liens and encumbrances exclusive of

reservations or exceptions appearing in the chain of title and/or as provided herein.

Upon conveyance of all of the common areas to the Homeowners Association, the Association shall succeed to all rights, powers, privileges, amenities, duties and obligations of the Declarant.

(c) Declarant shall maintain and repair the common areas while Declarant owns said common areas. After conveyance of the common areas to the Homeowners Association, the Association shall maintain and repair the common areas. Maintenance of the common area shall include maintenance of all lawns, trees, shrubs, roads and sidewalks, within the Development.

(d) At any time following conveyance of the common areas to the Homeowners Association, the Association, by vote of two-thirds (2/3) of the owners may offer to dedicate the streets of the development to the Township.

(e) The Declarant, and, following conveyance of common areas to the Homeowners Association, the Homeowners' Association, may charge each owner a reasonable monthly assessment for maintenance of the common areas. The initial monthly assessment for services performed shall be eighty five (\$85.00) dollars, payable to the Declarant until conveyance of common areas to the Homeowners Association, and thereafter to the Homeowners Association, said assessment payment to be made on the first day of each month beginning with the first day of the month following the month in which the owner takes title to a unit.

13. HOMEOWNERS ASSOCIATION:

(a) The Declarant shall form a Homeowners Association, to which the Owners covenant and agree that they, their heirs, personal representatives and assigns, by acceptance and recording of the deed for their respective townhome unit, shall be members. The Owners shall be subject to the payment of such fees, assessments and regulations as shall be imposed upon townhome unit owners in compliance with the by-laws, rules and regulations promulgated from time to time by the Association.

(b) The purpose of the Association shall be to promote the common interest of the Owners, to operate, maintain, repair and restore the common areas and to promulgate and enforce rules and regulations governing the use and enjoyment of the common areas and to insure compliance herewith.

(c) Each Owner shall comply strictly with the provisions of this Declaration, and with the rules and regulations promulgated from time to time by the Homeowners Association, failure of compliance to be grounds for an action at law or in equity to enjoin, restrain and/or correct any failure of compliance or to recover damages or both, together with attorney's fees and all costs associated with such actions. All such actions shall be maintained by the Declarant, or the Homeowners Association, or, in a proper case, by an aggrieved Owner.

14. INTERPRETATION:

The provisions of this Declaration shall be liberally construed to effect its purposes in creating a uniform plan for the development and operation of Ledgewood Estates. Failure to enforce any provision of this Declaration shall not constitute a waiver of the right to enforce such provision or any other provision hereof.

15. SEVERABILITY:

The provisions of this declaration shall be deemed independent and severable, the validity or partial invalidity or unenforceability of any one provision or portion thereof shall not effect the validity or enforceability of any other provision and, in such event, all other provisions of this Declaration shall continue in full force and effect as if the invalid provision had never been included.

16. EFFECTIVE DATE, TERM AND AMENDMENT:

This Declaration shall take effect upon recording and shall continue in effect for a term of ten (10) years thereafter, and for successive ten (10) year terms thereafter, unless, at any time after the initial ten (10) year term, an instrument, executed by two thirds (2/3) of the record owners of all units, shall be filed of record modifying, revising, changing or varying the provisions hereof, any such instrument to be effective upon recording of the same.

/s/ Kathleen Simoncavage
NOTARY PUBLIC