

SKYLINE ESTATES DEVELOPMENT
DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, RESERVATIONS AND EASEMENTS

This Declaration, made the 13th day of August, 2007, by Skyline Holdings, Inc. a Pennsylvania corporation with its principal place of business at 727 Windsock Lane, Factoryville, PA 18419, Lackawanna County, Pennsylvania (hereinafter referred to as "DECLARANT"),

WITNESSETH:

DECLARANT is the owner of a tract of land in the Township of Benton, Lackawanna County and in the Township of Nicholson, Wyoming County, Pennsylvania, which the DECLARANT has subdivided for residential development according to a Subdivision Plan known as "SKYLINE ESTATES" as prepared by MILNES ENGINEERING dated May 17, 2007, and intended to be duly recorded in the Office of the Recorder of Deeds of Lackawanna County and in the Office of the Recorder of Deeds of Wyoming County. The DECLARANT has completed or bonded for the construction of all roads, sanitary sewers, and other required improvements, hereinafter more particularly described, and before selling and conveying lots desires to establish and impose certain protective covenants, restrictions and reservations, and to create certain easements, as hereinafter provided, pursuant to a general plan of residential development. For conveniences of reference, certain defined terms are used throughout this Declaration, indicated by initial capitals, which have meanings ascribed to them in Section 2 of this Declaration.

DECLARANT deems it desirable to create a non-profit corporation. The non-profit corporation shall be delegated and assigned the power of administering and enforcing the protective covenants, restrictions, reservations and easements hereinafter set forth, of maintaining and administering the common open space, private roads and drives and taxiways, of collecting and disbursing the assessments and charges hereinafter created, and of maintaining and administering the storm water management features, drainage ditches, swales, open space and drainage easements located within the Skyline Estates Subdivision.

Now, therefore, the DECLARANT hereby declares as follows:

1. **Imposition and Binding Effect.** All lots and all other property in the Skyline Estates Subdivision, except Lot #38 and Lot #48, shall hereafter be used, occupied, and improved only in the manner and for the purposes set forth in this Declaration, and shall hereafter be held, owned, mortgaged, leased and conveyed under and subject to all the covenants, restrictions, reservations and easements herein set forth, which are hereby declared to be in the furtherance of a general plan of residential development and for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Lots in the Subdivision. The provisions of this Declaration are intended to create mutual and equitable servitudes upon each Lot in favor of all other Lots, running with the land and binding upon each and every Owner, and his heirs, personal representatives, grantees, successors and assigns; and said mutual and equitable servitudes shall remain in full force and effect in perpetuity.

PIN # 28.3 010-002
PIN # 38.1 010-002

LACKAWANNA COUNTY
CERTIFIED PROPERTY IDENTIFICATION
MUNI: 03
PIN: 02803 010 002
USE: ASSESS VAL:
DATE: 8/16/07 AW

LACKAWANNA COUNTY
CERTIFIED PROPERTY IDENTIFICATION
MUNI: 03
PIN: 03801 010 002
USE: ASSESS VAL:
DATE: 8/16/07 AW
CLERK

Each Owner to whom a Lot is granted, by the acceptance of a Deed for the Lot, will agree to acquire title to the Lot under and subject to all the covenants, restrictions, reservations and easements herein created, and thereby covenants and agrees to and with each and every other Owner, for their mutual benefit, that such Owner, and the heirs, personal representatives, grantees, successors and assigns of such Owner, will hold title to the Lot under and subject to all of said covenants, restrictions, reservations and easements and will faithfully keep and perform all covenants of this Declaration, and comply with all of its restrictions, reservations and easements, for the benefit of all Owners, as covenants and restrictions, reservations and easements running with the land for the benefit of each and every Lot in the Subdivision and binding upon the heirs, personal representatives, successors and assigns of each and every Owner, present and future.

Lot #38 and Lot #48 are not subject to this Declaration of Protective Covenants, Restrictions, Reservations and Easements of the Skyline Estates Subdivision.

2. **Definitions.** All terms defined in this section, indicated by initial capitals, shall have the meanings hereby ascribed to them (unless the context clearly indicates a different meaning is intended) as follows:

[a] "Additional Property" means that real property referred to in Section 3[a] of this Declaration.

[b] "Assessment" means a share of the funds required for the payment of Common Expenses that from time to time are assessed against the Lot Owner.

[c] "Association" means and refers to the Skyline Estates Property Owners Association formed under Section 10 of this Declaration.

[d] "Board of Directors" means the Board of Directors of Skyline Estates Property Owners Association.

[e] "By-Laws" means the By-Laws of the Skyline Estates Property Owners Association.

[f] "Common Expense" means the expense for which the Lot Owners are liable for, and shall be assessed by the Association, its successors, assigns or nominees.

[g] "Common Lands" means the real property that shall be conveyed by the DECLARANT to Skyline Estates Property Owners Association pursuant to the terms and provisions of Section 10. The Common Lands shall consist of all real property described in the Skyline Estate Subdivision which is not used for lots, proposed public streets and public roads.

[h] "Common Surplus" means the excess of all receipts from all lot owners shown and designated on Subdivision Plan of Skyline Estates, as aforesaid, including but not limited to assessments, rents, profits and revenues over and above the amount of common expenses of the Association.

[i] "Corporation" means Skyline Estates Property Owners Association.

[j] "DECLARANT" means Skyline Holdings, Inc., its successors and assigns.

[k] "Declaration" means this Declaration of Protective Covenants, Restrictions, Reservations and Easements, and all amendments and supplements approved from time to time, as provided in Section 10 of this Declaration.

[l] "Drainage Swale" means any strip of land within the boundaries of a Lot, as shown on the Subdivision Plan, which has been graded so as to provide proper drainage of surface water according to the surface drainage control plan implemented by the DECLARANT.

[m] "Family" means one or more persons living in a single dwelling unit functioning as a common household unit sharing household expenses and sharing joint use of the entire dwelling unit. If a dwelling unit is rented, in order to qualify as a family, there shall not be more than one (1) lease among all of the occupants. A family shall not include more than four (4) adult persons who are not "related" to each other.

[n] "Airplane Garage" means the building designed primarily for the purpose of storing aircraft therein but shall include space for workshop and equipment storage.

[o] "Home Occupation" means any use customarily conducted entirely within a dwelling or in a building accessory thereto and carried on by the inhabitants residing therein, providing that the use is clearly incidental and secondary to the use of the dwelling for dwelling purposes, the exterior appearance of the structure or premises is constructed and maintained as a residential dwelling, and no goods are publicly displayed on the premises. No noise, odor or disturbance of any kind due to the home occupation shall exceed the boundaries of the property.

[p] "Household" means any familial group, or group of persons each related to the other by blood, marriage or legal adoption, or a group of not more than four adult persons, not so related, who regularly and customarily reside together in the same dwelling as a principal residence.

[q] "Lot" means one of the numbered lots of land, except Lot #38 and Lot #48, described in the Subdivision Plan known as "Skyline Estates" as prepared by Milnes Engineering dated June 23, 2006. The numbers following the word "Lot" refer to the particular lot or lots so numbered on the aforesaid Subdivision Plan.

[r] "Members" means the DECLARANT, and the Owners of Lots shall be members in the Skyline Estates Property Owners Association.

[s] "Owner" means any person or persons, including the DECLARANT, holding fee simple title to a Lot, and any person or persons using, occupying or improving a Lot pursuant to a contract, lease or other form of agreement with the DECLARANT or any person or persons holding fee simple title to a lot, and the heirs, personal representatives, successors and assigns, and the agents, licensees and invitees of such person or persons, and the DECLARANT. The DECLARANT shall be deemed an Owner of all Lots not conveyed.

[t] “Subdivision Plan” means the final approved map or plan of the Subdivision as depicted on Drawing F-1, known as “Skyline Estates”, hereinbefore identified, as intended to be recorded by DECLARANT, including any and all revisions thereof made by the DECLARANT.

[u] “Property” means and refers to all lands within the boundaries of the Skyline Estates Subdivision except Lot #38 and Lot #48.

[v] “Residence” or “Dwelling” means a residential structure designed for use and occupancy as a private residential dwelling suitable for use and occupancy by the members of one Household, and conforming to the design standards set forth in this Declaration and construed to include the main portion of such structure and all projections therefrom, including any garages, hangars, porches, stoops, porticoes, exterior chimneys and the like incorporated in or forming a part thereof.

[w] “Road” or “Roads” means any portion of the property in the Subdivision designated on the Subdivision Plan as a right-of-way for road purposes, and the paved surfaces and other road improvements constructed by the DECLARANT, and all other areas within the right-of-way lines designed for access to Lots in the Subdivision.

[x] “Setback” means the distance between dwellings or other structures referred to and the street or side or rear lines of a particular lot.

[y] “Sewer Easement” means any strip of land within the boundaries of a Lot in which the Sewers or instrumentalities relating thereto have been constructed by the DECLARANT, as shown on the Subdivision Plan.

[z] “Street” means any street, road, or other thoroughfare shown on the Subdivision Plan, or contiguous to the property designed on the Subdivision Plan.

[aa] “Subdivision” means all the real property within the boundaries of the tract of land owned by the DECLARANT, as shown on the Subdivision Plan.

[bb] “Property Owners Association” means the non-profit corporation intended to be formed for the residential areas shown and designated on plan of “Skyline Estates Lots”, being the entity responsible for the care and maintenance of the Common Lands, Common Roads, and the Taxiways, not including the Taxiways located on Lot No. 48, as more particularly set forth in Section 10, as well as the maintenance and administration of stormwater management features, drainage ditches, swales, open space and drainage easements located within the Skyline Estates Development. The Association shall be known herein as Skyline Estates Property Owners Association, and is sometimes referred to herein as “ASSOCIATION.”

[cc] “Taxiway” or “Taxiways” means any portion of the property in the Subdivision designated on the Subdivision Plan as a right-of-way for taxiing purposes, and the paved surfaces and other taxiway improvements constructed by the DECLARANT, and all other areas within the right-of-way lines designed for access to the Roads and to the Lots in the Subdivisions. The term Taxiway does not include Taxiways located on Lot #48.

[dd] "Utility Service Easement Area" means any strip of land within the boundaries of a Lot designated on the Subdivision Plan as the location of any of the Utility Services, and also ten (10) foot wide strips of land running along the inside of the front and rear lines of each Lot, and then ten (10) foot wide strips of land running the inside of the side lines of each lot.

[ee] "Voting member" means the person designated by the Owners of each Residential Lot who is entitled to vote at any meeting of the Association. The designation of a voting member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association.

3. **The Property.** The real property that is hereby subject to this Declaration currently consists of 154.712 acres, more or less, of land lying in Nicholson Township, Wyoming County, Pennsylvania, and Benton Township, Lackawanna County being part of the premises to which the DECLARANT holds title by Deed from the Estate of Robert T. Seamans a/k/a Robert Taylor Seamans a/k/a Robert Seamans, Deceased, dated January 29, 2001, and recorded on February 8, 2001, in the Office of the Recorder of Deeds of Wyoming County in Record Book Volume 419, page 970 and recorded on January 30, 2001 in the Office of the Recorder of Deeds of Lackawanna County in Record Book 372 page 648. The property does not include Lot #38 and Lot #48 and any previous conveyances in the chain of title.

Lot 1 and Lot 2 shall be conveyed together with the right of ingress, egress and regress over Runway and Taxiway Easement A as shown on the Skyline Estates Subdivision and described in Supplement I attached hereto and made a part hereof.

Lot 3 through Lot 31 shall be conveyed together with the right of ingress, egress and regress over Runway and Taxiway Easement A and Runway and Taxiway Easement B as shown on the Skyline Estates Subdivision and as described in Supplement I and Supplement II attached hereto and made a part hereof.

Lot 32 through Lot 47 shall have no access to Runway and Taxiway Easement A and Runway and Taxiway Easement B.

Lot 49, Lot 50, and Lot 51 are open space lots and are part of the Common Lands to be conveyed to the Skyline Estate Property Owners Association pursuant to the terms and provisions of Section 10.

The real property described hereinbefore is subject to the protective covenants, restrictions, reservations and easements hereby declared to insure the best and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to ensure the development of said property into a community populated with residents, some of whom will be interested in the promotion, development and participation in the skill and sport of flying aircraft and matters incidental thereto; to encourage and secure the erection of attractive homes thereon; to secure and maintain property setbacks from street and adequate free spaces between structures; to maintain and control all common areas for the benefit and enjoyment of all residents; and, in general, to provide adequately for a high type and quality of improvement in said property and, thereby enhance the value of investments made by purchasers of lots therein.

Skyline Estates is established first and foremost as a live-in fly-in community for individuals who enjoy the

hobby and sport of aviation, while maintaining a casual country style atmosphere. Homes will be adjacent to a private airport and/or will be within the traffic pattern. There will be continuous and various flying and flying oriented activities connected with all facets of aviation.

Skyline Estates is located on a site abundant with native Pennsylvania vegetation. The preservation and use of native Pennsylvania vegetation in landscaping is encouraged to maintain the natural and aesthetic quality of the community.

The development roads, taxiways and other improvements and common areas, including drainage swales, catchment areas and conservation areas/natural wetlands, within the development will be owned and maintained by the Skyline Estates Property Owners Association of which each lot owner will be a member. Use of this concept will help ensure the lot owners the utmost in security and continual beautification and upkeep of the community. In return, each owner will be required to participate in his fair share of maintaining the community to these high standards.

All purchasers of property in Skyline Estates acknowledge that they are aware this is a fly-in community and that a private airport is adjacent to this community and the buyer/occupant hereby waives all and any objection to aviation activities carried out on or connected with the adjacent airport.

[a] **Additional Property.** The DECLARANT shall have the sole and exclusive right to add from time to time and in its sole discretion, with necessary municipal approvals, if required, additional property, including property now or hereafter acquired by it. Any such additions shall be made by a Supplementary Declaration as prescribed in Section 3(b).

[b] **Supplementary Declaration.** A Supplementary Declaration shall contain the following:

- (i) A reference to this Declaration.
- (ii) Identification of the DECLARANT of the Supplementary Declaration.
- (iii) An expression of intent to submit certain real property to the uniform scheme of this Declaration and to the jurisdiction of the non-profit corporation(s); and
- (iv) A statement that the real property that is the subject of the Supplementary Declaration constitutes Additional Property.

A Supplementary Declaration may contain such additions to or modifications of the Protective Covenants, Restrictions, Reservations and Easements as may be necessary to reflect the different character; if any, of the real property that is subject of the Supplementary Declaration. Further, the Supplementary Declaration shall become effective upon being duly recorded in the Lackawanna County Recorder of Deeds Office and in the Wyoming County Recorder of Deeds Office.

4. **Site Improvements.** The DECLARANT has provided certain site improvements necessary for the proper use and enjoyment of Lots and residences in the Subdivision, which all Owners shall hereafter utilize as

follows:

[a] The Roads shown on the Subdivision as Wright Way and Beacon Lane have been constructed by the DECLARANT in conformity with all applicable specifications, and is intended to be conveyed to the Skyline Estates Property Owners Association.

[b] All Sewers shown on Subdivision Plan have been constructed by the DECLARANT in compliance with all applicable laws, ordinances and regulations, and are intended to be owned and operated as a part of the Benton-Nicholson Joint Sewer Authority. Permanent Easements for sewer line mains and house laterals are established at a width of twenty (20) feet, the center of said easements being the center of said lines.

[c] Underground electric lines and related facilities have been or are intended to be installed in the Roads, and within the right-of-way of the Roads and with the Utility Service Easement Areas by Pennsylvania Power and Light, pursuant to an agreement between DECLARANT and Pennsylvania Power and Light whereby the same will be owned and maintained by Pennsylvania Power and Light, its successors and assigns.

[d] Underground telephone lines and related facilities have been or are intended to be installed in the Roads, and within the right-of-way of the Roads and within the Utility Service Easement Area by Frontier Communications, pursuant to an Agreement with the DECLARANT whereby the same will be owned and maintained by Frontier Communications, its successors and assigns, and underground cable television services and related facilities have been installed or are intended to be installed by Comcast Cable Company, its successors and assigns, in the same areas.

The use and enjoyment of the Utility Services by Owners shall be subject to all rules and regulations applicable to the Utility Services adopted from time to time by the utility companies supplying the specified services.

5. **Permitted Uses.** All property in the Subdivision shall be used only for the purposes herein specified, as follows:

[a] No building, structure, or other improvement shall be constructed within the setback lines on each Lot, which are located one hundred (100) feet from the right-of-way line of streets in Benton Township and which are located thirty (30) feet from the right-of-way line of streets in Nicholson Township.

[b] No lot shall be used and occupied for any purpose other than as a dwelling for members of one Household for residential purposes, and no commercial, business or professional activities shall be carried on at any time on a Lot or in a Residence and no portion of a residence shall ever be utilized as an office or area for any such activities, except for a "home occupation" as defined hereinbefore. There shall not exist on any lot at any time more than one residence, one garage for no less than two cars, and one airplane garage. All residences constructed thereon shall be permanent.

No lot shall be inhabited by more than one family. Each airplane garage and garage may be attached or unattached to the primary residence.

[c] DECLARANT shall transfer the Roads as well as all responsibilities for the maintenance thereof to the Skyline Estates Property Owners Association as set forth in Section 10.

[d] Uses located in Benton Township shall be in compliance with the Benton Township Zoning Ordinance regulations and any other applicable ordinance regulations.

6. **Easements.** The DECLARANT hereby reserves to itself, and its successors and assigns the right to use each and every Sewer Easement, Drainage Swale, Storm-water management feature, Rights-of-Way and Utility Service Easement Area (collectively referred to as the "EASEMENT AREAS") for the purposes intended, including the construction by Owners of all laterals, service connections, and other lines and facilities at any time hereafter to service residences in the Subdivision, and the right to the DECLARANT, its successors and assigns to enter upon the EASEMENT AREAS at any time to maintain, repair and reconstruct all Sewers, Utility Services and other lines and services located therein, and to maintain each Drainage Swale and Storm-water management feature for the proper conduct and drainage of surface water. The DECLARANT also reserves the right to grant, convey, and transfer its right in the Sewer System and Sewer Easements to Benton-Nicholson Joint Sewer Authority and Utility Easements to a Public Utility Company and to grant, convey and transfer its rights in the Utility Service Easement Areas to the utility companies agreeing to provide and maintain the Utility Services.

Each Owner may utilize the Easement Areas within the boundaries of a Lot as part of the yard area of the Lot, so long as nothing is done to interfere with the use and operation of the Sewers and the Utility Services, or interrupt the natural flow of water through a Drainage Swale or into the Storm-water management feature, or interfere with the right of access of the DECLARANT, and its successors and assigns, for the purposes above specified.

In all cases the surface of Easement Areas disturbed by excavation shall promptly be restored to its original contour after the completion of work, it being specifically understood, however, that the DECLARANT, its successors and assigns and the utility companies providing and maintaining the Utility Services shall not be liable for, and Owners hereby release all claim for, damage to any lawn, trees or shrubbery planted in the Easement Areas or any improvements, placed in the Easement Areas.

The common lands are to be dedicated to the Association and non-lot owners may be charged fees for use of said common lands by the Association.

7. **Regulations Governing Use and Occupancy.** Each and every Owner shall at all times comply with the following regulations governing the use and occupancy of Lots, Residences and Roads:

[a] No swimming pool of any kind shall be constructed or placed on a Lot unless Owner obtains specific approval from DECLARANT, its successors or assigns as set forth under Section 9 of this Declaration. All swimming pools shall be located in the backyard of each lot.

[b] No Owner shall engage in any activity on a Lot, or within the Subdivision, which may be considered noxious or offensive in nature, nor shall anything be done or placed thereon which may become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance either to any other Owner in his enjoyment of his own lot or home, or of any other portion or which will create, or tend to create, noise, smoke,

odor, soot or vibrations so as to disturb any other Owner.

[c] No building shall be erected, altered, placed or permitted to remain on each lot hereby conveyed other than one detached single household dwelling, not to exceed Thirty (30) feet in height (measured from the average ground level around the house to the top of the roof). All dwellings shall have a total minimum of Seventeen Hundred (1700) square feet of living space. Living space does not include the garage area, airplane garage area, porches, terraces, porticoes, patios, or any underground levels unless such underground is exposed and the area contains finished living space. All single family dwelling houses shall have a roof pitch of not less than

three (3) in twelve (12) except for rear porches. Further, the location of the site improvements on the Lot must be submitted and approved by DECLARANT in accordance with Section 9 hereof.

[d] Owner shall provide in his residential plans and specifications for the simultaneous erection of a private garage with a capacity for at least two (2) cars. If the residential plans and specifications call for the erection of an airplane hangar, the airplane hangar may be attached or unattached to the residence or garage. The exterior of the garage and airplane hangar, if an airplane hangar is built, shall match the exterior design of the residence.

[e] No structure of a temporary character, such as a trailer, tent, shack, or any garage, hangar, mobile home, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently. This prohibition includes the use of a basement which is not part of a finished dwelling.

[f] Commercial breeding or feeding of cattle, sheep, goats, hogs or poultry, the operation of a commercial dairy, dog boarding kennel or veterinary hospital and the operation of a commercial livery or boarding stable for horses, or a riding academy, and the keeping of any animal, other than a dog, cat or other customary household pet are strictly prohibited. No animals of any kind shall be kept outside of the residence in a kennel, tethered or left unattended. No animals of any kind shall be kept inside or outside the residence or garage which cause or create any nuisance for other Owners through sight, sound or odor. Dogs must be licensed by the "appropriate" county agency" and shall not be allowed to roam unleashed. All pet droppings must be picked up and disposed of properly. Pets are not allowed at any designated recreational facility or bus stops.

At no time are any animals of any kind allowed on the common lands including the taxiways unless on a leash and accompanied by owner or owner's designee. Hunting or trapping is not allowed within the community. Capturing, poisoning, baiting or harassing wild animals is prohibited.

[g] No Lot shall be kept in an unsightly manner. No trailer, motor home, truck, camper, boat, motorcycle, ATV or similar vehicle or equipment shall be permitted to be kept or parked in the community other than within an enclosed garage. No unlicensed or inoperable motor vehicles, farm implements, vehicle parts, building materials, trash, junk, or other items of materials which would tend to degrade the development or create any unsightly condition shall be permitted, kept or allowed on any Lot.

[h] No airplane shall be tied down except as permitted by the Declarant or Association in writing.

[i] All Residences including garages and airplane garages shall be kept in good condition and repair, properly painted and maintained.

[j] All outside areas on a Lot shall be kept in neat and clean condition at all times (whether or not a Residence has been constructed), with grass and brush regularly cut, and each owner shall:

- Keep his Lot and residence free from rubbish, litter and noxious weeds,
- Maintain, cultivate, and keep in good condition and repair shrubs, trees, grass, lawns, plantings and other landscaping located from time to time upon his Lot and,
- Replace as necessary any dying, diseased and or dead landscaping,
- Allow no garbage, junk, junk vehicles, unsightly material, refuse or debris to accumulate.

[k] No sign or device of any kind shall be placed upon any Lot, or on the Roads, or on any Residence, except signs which may be necessary during periods of construction, and customary "For Sale" or "For Rent" signs.

[l] No flashing lights, wires, television and radio reception devices, auxiliary energy devices, or any unsightly object or devices shall be placed or maintained on a Lot or on a Residence, or in a Residence so as to be visible from the outside, provided, however, that outdoor electric lights and decorations will be permitted during the holiday season and shall be promptly removed after each holiday event.

[m] No fires of any kind shall be permitted on any Lot except those confined within a metal brazier, grill or similar cooking device, all of approved design, and no leaf, trash, garbage or other form of refuse shall be burned on any Lot.

[n] Picnic tables, benches, gym sets, and similar items of personal property related to recreational activities, which meet standards adopted by the DECLARANT, shall be placed in the back yard of a Lot, and shall be maintained in neat and orderly conditions so as not to become unsightly.

[o] No excavation shall be made on a Lot except for the purpose of constructing thereon a Residence and other improvements permitted by this Declaration, and only at the time building operations are to commence.

[p] The operation within the Subdivision of motorized recreational vehicles, such as mini bikes, all-terrain vehicles, and snowmobiles, is prohibited, except as specifically authorized by the Association. All such vehicles shall be kept garaged when not in use.

[q] Hunting, shooting and discharge or use of firearms, pellet guns, air guns, slingshots and bows and arrows is specifically prohibited.

[r] No garbage or refuse shall be buried or burned on the premises and all garbage and

refuse shall be disposed of properly.

[s] No offensive or noxious trade activity or entertainment, nor nuisance shall be permitted on any Lot, or in any Residence.

[t] The location and/or use of fuel storage tanks for aviation and/or vehicle use on any Lot or within the subdivision is prohibited.

[u] No motor vehicle or aircraft shall be housed, tied-down, or parked on common lands including any road or street in the subdivision proposed to be dedicated to the Property Owners Association. The DECLARANT or the Association shall have the right to control use of the taxiways and may prohibit the use of the taxiways by any aircraft deemed unsafe to either the life or health of individuals or the condition and maintenance of the taxiways by virtue of its size, design or state of repair.

[v] No on-site individual sewage disposal system shall be permitted on any Lot. Each Lot Owner, their heirs, successors, assigns, grantees and transferees shall, upon the construction of a residential dwelling on a Lot, connect to the central sewage systems which service the subdivision, which systems shall be the sole and exclusive source of waste disposal for the Lots, which are subject of this Declaration. Provided further, that a Lot Owner shall pay to the entity which owns or operates the systems those charges levied by the entity, its successors and assigns, for the use of or availability of the central sewage systems, together with any other charges levied by that entity as are permitted by law.

[w] All building materials, stumps, brush, trash, debris and soil or rock produced during the construction or installation of any improvements shall be removed from the premises within sixty (60) days from the date the certificate of occupancy is issued.

[x] No Lot shall be further subdivided, split or partitioned except for a lot line realignment subject to review by the Association resulting in no additional lot and no material decrease in acreage of any Lot.

[y] No unsightly fences or walls and no fences or walls exceeding six (6) feet in height shall be erected or maintained on any lot. No fence shall be erected along any street line or along any side line nearer the street line than the nearest wall of the main building constructed on said Lot. In no case, shall any fence or wall be constructed without the DECLARANT'S approval.

[z] No drilling, refining, quarrying or mining operation of any kind shall be permitted on any Lot.

[aa] No wash poles or wash lines or other drying apparatus shall be erected or maintained on a Lot unless the same is not visible from public road or streets of the subdivision.

[bb] DECLARANT, its agents, successors or assigns, maintains the right to establish a sales office and/or models used as sales offices on one or more Lots located in the Subdivision; such Lots shall be designated by the DECLARANT from time to time in its sole discretion.

[cc] All corner Lots shall be subject to a sight easement over a triangular area, the length of the legs of which are set forth on the Subdivision Plan and are measured along the street center lines from their point of intersection.

[dd] No construction or earth disturbance shall occur on any area of the land which is wetlands unless all necessary and applicable permits are obtained from all federal, state and local governmental agencies having jurisdiction, including without limitation, the U.S. Army Corps of Engineers and the Pennsylvania Department of Environmental Protection.

[ee] A Highway Occupancy Permit is required pursuant to Section 420 of the Act of June 1, 1945 (P.L. 1242, No. 428). Known as the "State Highway Law", before driveway access to a state road is permitted.

[ff] The finished grade of the Lots, after construction of a dwelling, shall be as such to conform to the drainage plan prepared by the DECLARANT. At intersections of private driveways with any street or road in the development, the lot owner, their heirs, or assignees shall install culvert pipe of a size and location which conforms to the drainage plan prepared by the DECLARANT.

Stormwater Management "Best Management Practices" (BMP's) are an integral part of the site drainage plan prepared by the DECLARANT and approved under an NPDES Stormwater Management Permit reviewed by the Lackawanna and Wyoming County Conservation Districts and issued by the Pennsylvania Department of Environmental Resources. Each lot owner is required to install the BMP's approved for the individual lots during construction of the site and must maintain them permanently thereafter. As part of the home building approval process, each lot owner shall submit a site plan with the building plan for approval by the DECLARANT. The site plan shall include the approved BMP(s). This construction is considered to be a part of the building construction and is the responsibility of the homeowner for construction and maintenance. Lot owners may select from a list of typical BMP's shown on drawings E&S 22, 23, & 24 of the approved subdivision drawings.

As a condition of DECLARANT'S building plan approval, each lot owner and/or contractor is required to sign a "Transferee/Co-Permittee Application for a General NPDES Permit for Stormwater Discharges Associated with Construction Activities" and submit same to the Lackawanna County Conservation District or to the Wyoming County Conservation District.

Upon building construction completion and site stabilization and prior to building occupancy the lot owner shall file a "Notice of Termination of a General NPDES Permit for Stormwater Discharges Associated with Construction Activities" with the Lackawanna County Conservation District or with the Wyoming County Conservation District.

Each lot owner will be responsible for any additions or revisions to the permitting requirements as construction progresses.

[gg] Erosion control shall be maintained on each Lot by the Owner, his agent and employees, in order to prevent silt from entering onto roadways and adjacent properties. All deed restriction erosion control standards and Township of Nicholson, Township of Benton and/or County of Wyoming or County of Lackawanna erosion control standards shall be adhered to during construction.

[hh] The Owner and Association shall make rules and regulations relative to the taxiways and traffic patterns to and from the adjacent airport and related facilities and all lot owners agree to comply with said rules and regulations and are subject thereto, including any such rules and regulations that may be added from time to time. The Onwer/Association shall review the traffic plan rules and regulations periodically.

[ii] The Association shall be responsible for managing and maintaining the Skyline Estates subdivision surface water management system, to include, but not limited to, all drainage swales, catchment areas, culverts, control structures and dedicated natural wetland and open space areas identified on the Skyline Estate Subdivision site plan. Specifically, maintenance of said surface water management system shall be in strict accordance with all applicable local, state and federal governing agencies.

[jj] No wires, antenna aerials or other equipment shall be installed upon the exterior of any building or freestanding at a height of more than as permitted by the Benton Township Zoning Ordinance. All antennae or equipment shall in any event be subject to FAA and FCC regulation concerning obstructions placed in the vicinity of airports.

[kk] Outside toilets or privies are expressly prohibited, except where required for construction purposes.

[ll] The Association may erect and maintain facilities of a recreational or community nature or facilities incident to the use of the taxiways and easements on the common lands. No one may use the adjacent airport or runway for commercial activity or for self enterprise including but not limited to, student pilot training, crop dusting, aircraft charter, air craft rental and/or freight operations.

[mm] All lot owners agree to be bound by and to abide by the terms of any and all provisions of any insurance policies upon the common roads, easements, taxiways and other common areas.

[nn] Removal of trees is permitted as necessary for the construction of dwelling house, airplane garage, garage, driveways, taxiway and/or swimming pool or other structures. Additional selective thinning of trees is permitted to accomplish site landscaping per plan approved by the DECLARANT . Otherwise, no trees over nine (9) inches in diameter shall be cut or removed from any lot without approval of the DECLARANT.

[oo] Any outdoor lighting positioned and installed by a lot owner shall comply with any applicable zoning ordinance and shall be of such a nature and type so as not to present a hazardous or confusing condition to night air operations which may be conducted from said adjacent airport and so as not to be an annoyance to adjacent lot owners.

All outdoor lighting is subject to the requirements of the Benton Township Zoning Ordinance, Section 701.8 and the Wyoming County Subdivision and Land Development Ordinance, Section 401.5. Information regarding all outdoor lighting fixtures shall be submitted for approval by the DECLARANT at the time that the Residence Design is submitted for Architectural approval under Section 9 of this Declaration. Subsequent changes or additions to outdoor lighting are also subject to approval under Section 9 of this Declaration.

[pp] Disposal on the site of SKYLINE ESTATES subdivision of any substances which may be considered toxic or environmentally sensitive is prohibited. Disposal of any substances which may contaminate the ground water of SKYLINE ESTATES subdivision or the surrounding area is prohibited. These substances include, for example, but are not limited to paints, solvents, cleaning fluids, paint strippers, fuel and oil.

[qq] Open space and wetland areas may in no way be altered from their natural state except as approved by DECLARANT. Activities prohibited within the open space areas include, but are not limited to, constructing or placing of buildings on or above the ground, dumping or placing soil or other substances such as trash, removal or destruction of trees, shrubs, or other vegetation, excavation, dredging or removal of soil material, diking or fencing and any other activities detrimental to drainage, flood control water conservation, erosion control or fish and wildlife habitat, conservation or preservation.

[rr] In the event a residence is partially or entirely destroyed by fire or other casualty, the lot owner shall repair and/or restore the residence within ninety (90) days in a manner consistent with a design approved by the Declarant; or demolish and remove the residence from the lot and landscape the Lot such that no evidence of the residence remains. All lot owners shall maintain insurance sufficient to cover these obligations.

[ss] All buildings and landscaping shall comply with Benton Township Zoning Ordinance height restrictions.

8. **Revisions of Subdivision Plan.** The DECLARANT hereby reserves the right to revise the Subdivision Plan by making any adjustments in the location of boundary lines of Lots and Easement Areas that the DECLARANT shall deem necessary in the course of development and sale of Lots in the Subdivision, providing however, that any revision to the Subdivision receives necessary Wyoming County, Nicholson Township, Lackawanna County and Benton Township approvals.

9. **Architectural Approvals and Special Approvals.** No residence shall be constructed on any Lot without prior written architectural approval of the DECLARANT.

[a] No building, outbuilding, fence, wall, retaining wall, outdoor lighting fixture or other structure of any type shall be constructed, erected, placed or permitted to remain on the premises hereby conveyed, nor shall construction or erection commence, unless DECLARANT shall have approved in writing the detailed drawings, plans, specifications, exterior colors, materials, plot plan, layout and landscaping plan of such proposed building or building site. Likewise, once a building has been constructed according to plans approved by DECLARANT, no structure, alteration or addition shall change the external elevations, design, or appearance of said building unless detailed plans and specifications for such structure, alteration or addition have been approved in writing by DECLARANT. The refusal by DECLARANT to approve plans submitted hereunder may be based upon any grounds including purely aesthetic, which in the sole and uncontrolled discretion of DECLARANT may seem sufficient provided, however, that DECLARANT shall have a period of thirty (30) days after any plans and specifications have been last submitted under the terms of this declaration within which to examine such plans and specifications and render its approval or disapproval. Should the DECLARANT fail to approve or disapprove such plans and specifications within said thirty (30) day period then such approval shall not be required, provided that the proposed building may not violate any of the other restrictions set forth herein, or any provisions of the building and zoning ordinances of Benton Township, Lackawanna County or Nicholson

Township, Wyoming County.

In order to facilitate preparation and ultimate approval of the final plans and specifications hereunder and if the lot owner so desires, the DECLARANT may review preliminary drawings, plot plans, elevations, exterior colors, materials, and specifications in advance of their submission for final approval and indicate its objections or recommendations.

Two sets of complete plans and specifications for any building or structure planned on this subdivision and two plot plans indicating and fixing the exact location of such structures or such altered structure on the lot with reference to the street and side lines thereof shall be first submitted in writing for approval and approved in writing by the DECLARANT.

Approval of plans, specifications and location of buildings by the DECLARANT shall be endorsed on both sets of said plans and specifications, and one set shall forthwith be returned by the DECLARANT to the person submitting the same.

The approval of the plans or specifications submitted for approval, as herein specified, shall not be deemed to be a waiver by the DECLARANT of the right to object to any of the features or elements embodied in such plans or specifications if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other lots.

After such plans and specifications and other data submitted have been approved by the DECLARANT, no building, outbuilding, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property unless the same shall be erected, constructed, or altered in conformity with the plans and specifications and plot plans theretofore approved by the DECLARANT. If any building, outbuilding, fence, wall, retaining wall, or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property other than in accordance with the plans and specification and plot plan theretofore approved by the DECLARANT, such erection, construction, placing, alteration and maintenance shall be deemed to have been undertaken without the approval of the DECLARANT ever having been obtained as required by this Declaration.

After the expiration of one year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions hereof unless legal proceedings shall have been instituted to enforce such compliance.

The DECLARANT may at any reasonable time enter and inspect any building or property under construction or on or in which the DECLARANT may believe that a violation of the covenants, restrictions, reservations, or easements is occurring or has occurred.

[b] All buildings constructed shall conform to the applicable building code or ordinance of Benton Township, Lackawanna County or Nicholson Township, Wyoming County. A copy of the building permit issued by the governing Township shall be submitted to the DECLARANT after the plans and specifications pursuant to this Section have been approved by the Declarant and before any construction begins.

All airplane garages erected, constructed or maintained upon any of the lots in Skyline Estates subdivision

shall be fully enclosed permanent structures and shall not exceed 3,000 interior square feet, which size shall include any space allocated for workshop, facilities, storage area or any other purpose. The DECLARANT may reject any design feature of the hangar for any reason whatsoever.

Any structure started in this subdivision must be completed within eighteen (18) months from the date of issuance of a building permit for said structure or structures. A lot owner shall have five (5) years from the date of purchase of a lot to begin construction of a residence. If lot owner fails to begin construction of a residence after five (5) years from the date of purchase then the DECLARANT shall have the first option to purchase the lot for the same consideration that the lot owner paid. This first option shall be exercised within ninety (90) days after the end of the five year period. Upon application submitted to DECLARANT, a lot owner may be granted an extension of up to one (1) year.

Lots 1 thru 12 and 24 thru 37, are subject to the following set back requirements: minimum front, 100 feet; minimum rear, 100 feet; and minimum side, 40 feet.

Lots 13 thru 23 and 39 thru 47, are subject to the following set back requirements: minimum front, 30 feet; minimum rear, 20 feet; and minimum side, 10/25 feet.

DECLARANT specifically reserves an easement fifty (50) feet from center of roadway to be used as taxiway to which Lots 2 thru 31 are subject to ensure adequate wing clearance for taxing aircraft. Lot owners for Lots 2 thru 31 shall not build any structure, including plants, trees, shrubs or fences, within said easement area that would obstruct wing clearance for taxiing aircraft of any size.

[c] No signs or other advertising device of any character shall be erected, posted, pasted, displayed or permitted upon or about any part of said lot except as permitted herein: one sign of not more than three (3) feet square in area advertising the property for sale; the owner may display on his lot a name and address sign referring only to the premises on which displayed; nothing contained herein shall preclude Declarant and/or the Association from erecting such signs as may be deemed necessary and proper incident to the utilization of the easements, taxiways and related facilities; nothing contained herein shall preclude the Declarant from erecting signs and lot markers for the purposes of selling lots.

10. **Skyline Estates Property Owners Association.** The DECLARANT shall have the right, power and authority to the exclusion of all others to form, organize, create and incorporate the Skyline Estates Property Owners Association, which shall be an association of all Lot Owners in the Skyline Estates Subdivision. Lot #38 and Lot #48 are excluded.

[a] **Purpose.** The purpose of the Association shall be to (i) maintain, repair and improve the Common Lands, Common Roads, and Taxi Ways, including without limitation, any improvement now or hereafter existing on such property; (ii) to otherwise act in accordance with the Declaration to promote the health, safety and social welfare of the members; and (iii) subject to the Non-Profit Corporation Law of 1988, to engage in other activities and exercise such power and authority as may be authorized from time to time by the members thereof.

[b] **Title to Common Lands and Common Roads.** The DECLARANT may in its discretion retain the legal title to the Common Lands and the Common Roads in the development of Skyline Estates as

established for purposes of securing final municipal approvals, until such time as the Association is able, in the sole opinion of the DECLARANT, to maintain the same; but notwithstanding any provision herein, the DECLARANT hereby covenants for itself, its successors and assigns that it shall convey the Common Lands and Common Roads and all rights therein to the Association by Special Warranty Deed not later than one (1) year following the conveyance of ninety (90%) percent of the total number of Lots, however, Declarant shall have a 54% interest in the Association and the lot owners interest shall not exceed a 46% interest with each lot owner having a one (1%) percent interest.

Prior to transfer of the Roads to Skyline Estates Property Owners Association , Declarant shall establish the maximum speed limit at 25 miles per hour.

Prior to transfer of all or any one stage or phase of said Common Lands and Common Roads to said Association, the DECLARANT shall cause to be recorded in the Wyoming County Recorder of Deeds Office and in the Lackawanna County Recorder of Deeds Office a plot or plots which shall clearly depict the part or parts of the Common Lands and Common Roads then being conveyed.

[c] **Membership and Voting.** The DECLARANT and each Owner of a Lot shall be members of the Association. There shall be one (1) person with respect to each Lot who shall be entitled to vote at any meeting of the Association and such person shall be known and is hereinafter referred to as "Voting Member." If a Lot is owned by more than one (1) person, the Owners of said Lot shall designate one of them as the Voting Member, or in the case of a Corporate Owner of a Lot, an officer or designated employee thereof shall be the Voting Member. The designation of the Voting Member shall be made as provided by and subject to the provisions and restrictions as set forth in the By-Laws of the Association.

[d] **Assessments.**

(1)(a) **Charges, Profits and Losses.** Until such time as the Association has been formed by DECLARANT, the DECLARANT shall have the right to levy and charge the dues, fees and assessments authorized by this Section 10. At the time of the formation of the Association, any funds collected and in the possession of DECLARANT shall be transferred to the Association.

Once the Association is formed, the Board of Directors through its designated agent(s) shall commence collection of the same, shall assess the Owners of Lots for the costs of carrying out the purposes of the Association and shall assess Owners of Lots for the costs of maintenance, etc. The owners shall be liable for charges and losses, and the Board of Directors is empowered to collect the assessments.

(b) Each lot owner shall be assessed a fee to be paid into an escrow fund for the purpose of insuring long term maintenance as required by Section 506.1.3 of the Benton Township Subdivision Ordinance.

(2) **Real Estate Management.**

[a] The Association shall collect from the Owner(s) of each Lot all amounts payable by such Owner(s) under this Declaration. The Association may (i) request, demand, collect, receive the receipts for all such amounts, and (ii) take such action in the name of the Association, as may in its reasonable judgment be

required to collect such amounts including, but not limited to, legal action and the foreclosure of any lien granted by this Declaration.

[b] Upon request of an Owner of the legal or equitable title of a Lot, or a mortgagee, prospective mortgagee, purchaser or other prospective transferee of a Lot, the Association shall issue a written statement setting forth any amounts unpaid with respect to such interest.

[c] The Association shall render services and perform duties as follows:

(i) Maintain business-like relations with the Owners whose service requests shall be received, considered and recorded in systematic fashion in order to show the action taken with respect to each request.

(ii) Bill each Owner for the expenses of his Lot as follows:

(iii) Each Owner shall be assessed for the costs incurred in providing services to the Lot. These general operating costs shall include, but shall not be limited to: (1) assessments by the Association (2) repairs, replacements and normal maintenance (3) snow clearing (4) establishment of suitable reserves (5) purchasing, maintenance and replacement of any equipment (6) landscaping and exterior common area lighting (7) to maintain stormwater management areas.

(iv) Enter into contracts with others for the furnishing of such services, as it deems proper for Lots.

(v) The Association is authorized to adopt By-laws and from time to time rules and regulations for the elaboration and administration of the provisions of this Declaration, including without limitation regulations as to household pets, and reasonable provisions for the enforcement thereof. Notice of such rules and regulations and all amendments thereto shall be given to the Owners at least ten (10) days prior to their effective date; Owners and users shall comply with said rules and regulations. Such rules and regulations shall relate to the overall development and use of Lots at Skyline Estates, and shall not in any way diminish the powers of self-government of the Association.

(vi) Take such action, in the name of the Association, but not limited to legal action or suit in equity, to enforce any protective covenant, restriction, reservation, and/or easement contained herein.

[e] **Liability Insurance.** Once formed, the Association will provide liability and hazard insurance for all Common Areas.

[f] **Reasonable Covenants.** Each Owner by his signature on the contract for deed which contract is subject to the provisions of this Declaration of Protective Covenants, Restrictions, Reservations, and Easements and each Owner by accepting delivery of a deed to the Lot, subject to this Declaration of Protective Covenants, Restrictions, Reservations and Easements stipulates and agrees that the covenants and other provisions hereof are reasonable in scope and effect, and are essential to the uniform plan and form of

ownership in which the Lot is held.

[g] **Assessment and Liens.**

(1) Each Owner shall pay when due all amounts required to be paid by him under this Declaration. The Association may bring legal action or take other reasonable actions to collect any amounts from the Owner(s) liable for payment thereof, with or without foreclosing or waiving the lien described herein.

(2) All amounts due under this Declaration which are unpaid shall constitute a lien solely and exclusively on the Lot of the Owner failing to pay such amount. The lien shall attach from the date when the unpaid amount shall become due and may be foreclosed by the Association in like manner as a judgment on real property. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings including reasonable attorney's fees and court costs. The Association shall be entitled to rent such Lot and to set off any amounts received against the amount due from the defaulting Owner.

(3) No Owner shall exempt himself from liability for payment of amounts payable under this Declaration either by waiver of the use or enjoyment of his Lot, by abandonment of his Lot, or otherwise.

(4) The lien of the assessments provided for herein shall be subordinated to the lien of any first mortgage now or hereafter placed upon the Lot and/or Lots subject to assessment; provided, however, that such subordination shall apply only to the sums which have become due and payable prior to a sale or transfer of such lot, pursuant to a decree of foreclosure or other proceeding in lieu of a foreclosure. No sale, transfer, or conveyance of any kind shall relieve any lot owner from the liability for any fees, dues, charges or assessments thereafter becoming due or the lien for any such sums.

(5) In the event that, and if for any reason including, without limitation, foreclosure of a lien pursuant to the provisions of this Declaration, the Board of Directors acquires, by purchase or lease, any Lot, then title to any such Lot, as the case may be, shall be acquired and held by the Association as an asset of the Association.

11. **Construction of Storm-water Management Features.** The construction of all storm-water management features as set forth in the Subdivision Plan of Skyline Estates shall be the responsibility of the DECLARANT. Upon final completion and in the discretion of the DECLARANT, an easement and/or fee simple title for said storm-water management feature shall be granted to the Association and maintenance of said storm-water management feature shall then become the responsibility of said Association. However, each individual lot owner shall be responsible for construction and maintaining storm-water management features for their own lot.

12. **Drainage Easements.** Permanent twenty (20') foot wide drainage easements shall be established along all designed drainage ways outside of road rights-of-way of the roads proposed to be dedicated to the Property Owners Association. It shall be the responsibility of the future Lot Owner to keep drainage ways free and clear of debris or other materials which will impede flows. The Association shall have the right of ingress, egress and regress over drainage easements for the purpose of periodic inspection.

13. **Enforcement of Protective Covenants.**

[a] The DECLARANT, its successors or assigns, the Association, as authorized by its Board, and one or more of the Owners shall be entitled jointly and severally to maintain equitable or legal proceedings to enjoin, abate or obtain other appropriate relief in respect of any and all breaches of the Protective Covenants, Restrictions, Reservations, and/or Easements.

[b] A breach or violation of any of the protective covenants, conditions, restrictions, reservations and/or easements shall give the Declarant and/or Association, the right to pursue the removal of said violation through all legal avenues with all such cost being charged to the owner in violation and summarily to abate and remove, at the expense of the owner thereof, any erection, structure, building, thing or condition that may be or exist thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof, and the Declarant and/or Association shall not be liable for any damages occasioned thereby. The result of every act of omission or commission or the violation of any protective covenant, condition, restriction, reservation and easement hereof, whether such protective covenant, condition, restriction, reservation and easement is violated in whole or in part, is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against any such owner of any lot, may be pursued.

[c] The Declaration of Protective Covenants, Restrictions, Reservations and Easements constitute the minimum of standards for all proposed construction, modification, or alterations to any Lot.

[d] The provisions of this Declaration may be enforced by any proceeding at law or in equity against any person or persons violating or attempting to violate the same, either to restrain violation or to recover damages, and against his property to enforce any lien created by these mutual covenants and easements; failure by DECLARANT, its successors or assigns, or the Association, to enforce any protective covenant, restrictions, reservation or easement herein contained shall in no event be deemed a waiver of the right to do so thereafter.

14. **Right of First Refusal Reserved to DECLARANT.** Within the first five (5) years from the date of purchase, if a party, purchaser or subsequent owner of a Lot or Lots desires to sell, convey, transfer or otherwise dispose of the Lot or Lots or receives an offer to purchase a Lot or Lots which the Owner is desirous of accepting, then the DECLARANT shall have the first right and option to purchase the Lot upon the same terms and conditions. DECLARANT must exercise this option within thirty (30) days from the date of the receipt of the notice hereinafter provided for by giving written notice to the Owner. In conjunction therewith:

[a] Upon the occurrence of such event, Owner shall give written notice to DECLARANT of an offer to purchase setting forth the name and address of the proposed purchaser, the amount of the proposed purchase price and all other terms and conditions of the offer which notice shall be forwarded, certified or registered mail return receipt requested.

[b] If the DECLARANT does not exercise the option to purchase the Lot within the thirty (30) day period upon the same terms and conditions, then the Owner shall have the right to convey title to the Lot or Lots to the original prospective buyer pursuant to the same terms and conditions of the original offer.

[c] In the event that the Owner does not convey title to the Lot or Lots pursuant to the original offer,

then the option and right of first refusal shall remain in full force and effect and shall govern any subsequent offers received by that Owner within the first five (5) years from the date of purchase.

15. **Miscellaneous.**

[a] **Duration.** The Protective Covenants, Restrictions, Reservations and Easements, the rights of approval, the provisions for Property Owners Association, and the other provisions of this Declaration, as set forth herein and as the same may be amended from time to time, shall, unless otherwise provided for herein, run with and bind the Lots and shall inure to the benefit of and be enforceable by the Declarant, the Association, and the Owners, their respective legal representatives, heirs, successors or assigns in perpetuity.

[b] **Amendment.** The provisions of this Declaration may be amended and supplemented by the DECLARANT without the consent of the Owners. All amendments and supplements shall be set forth in a written supplement to this Declaration, executed by the DECLARANT and duly recorded. Any amendment shall be binding upon every Owner and every Lot.

[c] **Notices.** Any notice required to be sent to the Owner of any Lot under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Owner of such Lot on the records of the appropriate county assessment office or on the records of the Association at the time of such mailing.

[d] **Invalidity.** The invalidity of any part of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the balance of the Declaration which shall remain in full force and effect.

[e] **Gender and Number.** Use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

[f] **Law to Govern.** This Declaration shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

[g] **Binding Effect.** The provisions of this Declaration shall be binding upon all parties having or acquiring the right, title or interest in the property or any part thereof and shall be for the benefit of each Owner and his heirs, successors and assigns. Each Owner, including the DECLARANT, its successors or assigns, shall be fully discharged and relieved of liability from the provisions herein contained insofar as the same relate to each Lot owned, upon ceasing to own any interest therein and paying all sums and performing all obligations hereunder, in respect of such Lot, to the time his ownership interest is terminated.

Any and all rights and powers and reservations of the Declarant herein contained may be deeded, conveyed or assigned to another corporation, co-partnership or individual evidencing its consent in writing to accept such assignment and to assume such duties and powers. It shall, to the extent of such deed, conveyance or assignment, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Declarant herein and thereupon Declarant shall be relieved of the performance of any further duty or obligation

Description of a Runway and Taxi-Way Easement through
Land of Lot No. 48 of the Skyline Estates Subdivision

Beginning at a 3/4 inch diameter pipe found marking a corner, said corner being a corner of now or formerly William H. Seamans land, and also being a corner in the line of land of Lot No. 35 of Skyline Estates Subdivision;

thence along the line of land of now or formerly of William H. Seamans, South 17 degrees 15 minutes 06 seconds East 214.63 feet to a corner;

thence through lands of Lot No. 48 of Skyline Estates Subdivision, South 33 degrees 08 minutes 23 seconds West 2780.38 feet to a corner;

thence along the line of land now or formerly Robert T. Seamans Estate, South 63 degrees 52 minutes 52 seconds West 85.11 feet to a corner in Township Road No. 495, also known as Gardner Road;

thence in said Gardner Road the following three (3) courses, 1] North 37 degrees 44 minutes 15 seconds West 203.35 feet to a corner, 2] North 51 degrees 30 minutes 45 seconds East 16.50 feet to a corner, and 3] North 09 degrees 13 minutes 16 seconds West 13.26 feet to a corner;

thence leaving Township Road No. 495, also known as Gardner Road, and along the line of land of Lot No. 1 of Skyline Estates Subdivision, North 43 degrees 04 minutes 17 seconds East 607.90 feet to a corner;

thence continuing along the line of land of Lot No. 1 and along line of land of Lot No. 2 of Skyline Estates Subdivision, North 03 degrees 33 minutes 14 seconds West 260.00 feet to a corner;

thence along the line of land of Lot No. 3, Lot No. 4, Lot No. 5, Lot No. 6 and Lot No. 51, North 33 degrees 10 minutes 29 seconds East 1873.57 feet to a corner;

thence continuing along the line of land of Lot No. 51 and along line of land of Lot No. 35 of Skyline Estates Subdivision, North 62 degrees 42 minutes 35 seconds East 250.02 feet to the place of beginning.

Description of a Runway and Taxi-Way Easement through
Land of Lot No. 51 of the Skyline Estates Subdivision

Beginning at a corner on the southeasterly right-of-way line of Wright Way, said corner being, North 33 degrees 10 minutes 29 seconds East 5.00 feet from the most northerly corner of land of Lot No. 6 of the Skyline Estates Subdivision;

thence along the southeasterly right-of-way line of Wright Way, North 33 degrees 10 minutes 29 seconds East 55.78 feet to beginning of curve;

thence along the easterly right-of-way line of Wright Way along a curve to the left having a chord, North 27 degrees 30 minutes 25 seconds East 44.44 feet with an arc distance of 44.51 feet and a radius of 225.00 feet to a point on curve;

thence through land of Lot No. 51 of Skyline Estates Subdivision, South 56 degrees 49 minutes 31 seconds East 364.39 feet to a corner in line of land of Lot No. 48 of said Skyline Estates Subdivision;

thence along the line of land of Lot No. 48 of said Skyline Estates Subdivision, South 33 degrees 10 minutes 29 seconds West 100.00 feet to a corner;

thence through land of Lot No. 51 of Skyline Estates Subdivision, North 56 degrees 49 minutes 31 seconds West 360.00 feet to the place of beginning.