

No. 1891

**AMENDED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
AND HOMEOWNERS' ASSOCIATION FOR SECTION 1 OF LAN AVON**

THIS DECLARATION, made this 28th day of March, 1994,
by Lan Avon Development Group Inc., a Pennsylvania corporation with its principal place of business at RD #3,
Box 1192, Milton, PA 17847 (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Developer is the owner of a tract of land situated in East Buffalo Township, Union County, Pennsylvania, described on Exhibit A, and as shown on the subdivision plan duly recorded in the Office for the Recording of Deeds in and for Union County, in Map Book 10, Page 62, hereinafter referred to as Lan Avon, consisting of three sections; and

WHEREAS, Developer has obtained final plan approval with respect to the development of that portion of Lan Avon which is set forth on the recorded subdivision plan as Section 1 of Lan Avon (excluding townhouse lots);

WHEREAS, Developer has previously recorded a Declaration of Covenants, Conditions and Restrictions, dated August 8, 1988, recorded in the Union County Recorder of Deeds Office in Book 215, beginning on Page 126, having been revised and amended on December 18, 1989, recorded on December 22, 1989, in Book 231, beginning on Page 648, which is hereby canceled, revoked, and otherwise made null and void and of no further effect upon recordation of the herein set forth Amended Declaration of Covenants, Conditions, Restrictions, and Homeowners' Association for Section 1 of Lan Avon.

WHEREAS, this Declaration is intended to be a Master Document governing the Properties; and

WHEREAS, Developer desires to erect on a portion of the Properties various buildings, containing in the aggregate 78 single-family residential units, as shown on the plan (plus future phases of a townhouse-type unit, which are exempt from this declaration) and it is the Developer's intention to sell such Units and to convey to the Lan Avon Section 1 Homeowners' Association, Inc., a Pennsylvania nonprofit corporation, the remaining portions of the Properties not sold as Units as Common Areas as hereinafter defined, for the benefit of the Owners of the single-family residential units and Developer.

NOW, THEREFORE, the Developer declares that the real property known as Section 1 of Lan Avon (excluding townhouse lots), more particularly described in Exhibit A attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, charges, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

CERTIFIED a true and exact copy
of the original from the records
of the Union County Recorder of
Deeds Office, Lewisburg, PA this

17th day of December, 2007.

Lisa M. Seward

Deputy Recorder of Deeds

DATE: 05/05/1994 TIME: 09:59A INST NO.: 1891

UNION COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 002688	TYPE DOC : COV & RES
REC FEE	: 91.00
LOC RTT	: 0.00
ST-RTT	: 0.00
WRIT TAX	: 0.50

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ARTICLE I

DEFINITIONS

SECTION 1.01. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Areas of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by contract with any residential association, or with any school district or other local governmental authority, become the responsibility of the Association. In addition, the office of any property manager employed by or contracting with the Association and located on the Properties shall be part of the Areas of Common Responsibility.
- (b) "Association" shall mean and refer to the Lan Avon Section 1 Homeowners' Association, Inc.
- (c) "Board of Directors" shall mean the Board of Directors of the Association.
- (d) "Common Area" shall mean and refer to those areas of land shown on any recorded subdivision plan of the Properties and intended to be devoted to the common use and enjoyment of the Owners of the Properties, and may include the land and improvements for streets, easements, parks, playground, pedestrian ways, and any buildings, structures, or appurtenances incident thereof.
- (e) "Developer" shall mean Lan Avon Development Group, Inc., their successors, transferees, and assigns.
- (f) "Lot" shall mean and refer to any single-family lot shown upon any recorded subdivision map of the Properties with the exception of Common Properties and townhouse lots and heretofore defined.
- (g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Section 3.01 hereof.
- (h) "Owner" shall mean the then record Owner, including the Developer, whether one or more persons, of the fee simple title to any single-family lot, including individuals having an interest under the terms of an installment sale agreement, but excluding any person having an interest, however described, merely as the 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.
- (i) "Parcel" shall mean and refer to separately designated developed single-family detached housing lots. In the absence of specific designation of separate Parcel status, all Properties made subject to this Declaration shall be considered a part of the same Parcel; provided, however, that the Declarant may designate in any subsequent amendment adding property to the terms and conditions of the Declaration that such Properties shall constitute a separate Parcel or Parcels, and by a two-thirds vote, the Board of Directors may designate parcel status to any area so requesting.

(j) "Parcel Assessments" shall mean assessments for common expenses provided for herein or by any Subsequent Amendment which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Residential Units against which the specific Parcel Assessment is levied and of maintaining the Properties within a given Parcel, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized below.

The Parcel Assessment shall be levied equitably against the Owners of Residential Units/land in a Parcel benefited by the assessment for such purposes that are authorized by the Declaration or by the Board of Directors from time to time, provided that in the event of assessments for exterior maintenance of dwellings, or insurance on dwellings, or replacement reserves which pertain to particular dwellings (pursuant to an amendment to this Declaration), such assessments (that are for the use and benefit of particular lots/units) shall be levied upon a pro rata basis among benefited Owners.

(k) "Residential Unit" shall mean a portion of the Properties intended for any type of independent ownership for use and occupancy as a residence of a single family and shall, unless otherwise specified, also include carriage houses or garages on separately platted lots. For the purposes of this Declaration, a Residential Unit shall come into existence when substantially complete or upon the issuance of a certificate of occupancy by the appropriate agency of East Buffalo Township or other local governmental entity. The term "Residential Unit" shall not include any commercial space and/or townhouse lots that might be subject to all or part of this Declaration.

(l) The "Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to the Declaration or any Supplemental Declaration under the Provisions of Article II, hereof.

(m) "Township" shall mean the Township of East Buffalo, Union County, Pennsylvania.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION:

ADDITIONS THERETO

SECTION 2.01. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is known as the Lan Avon Development (excluding all townhouse lots) and is more fully described in Exhibit A attached hereto and made a part hereof by reference. Said real property is herein designated Lan Avon Section 1 and shall hereinafter sometimes be referred to as "existing property".

SECTION 2.02. Restrictions for Use and Development. These Properties shall be subject to the following sections.

SECTION 2.03. Developer's Rights of Modification. Neither this Declaration nor any plan or design shall afford any purchaser of real estate within the area of Lan Avon Section 1 any right to require that the development be completed or to insist on adherence to every detail in the models approved for construction in Section 1. However, it is understood that every residential unit will conform to the original cedar-sided models plus the three vinyl-sided models developed in November 1993, or others, as may be approved by the Architectural Review Committee.

SECTION 2.04. Buffer Zone. The Developer designates as a Buffer Zone the lots cited in Section 2.37, to be developed as delineated therein.

SECTION 2.05. No Residential Unit shall be used for any purpose other than a private dwelling for the Owner or Owners and his, her, or their immediate family, or the functional equivalent of a family, or by a person or persons to whom the Owner has leased the Residential Unit.

SECTION 2.06. Building Use. The premises hereby conveyed shall be used for residential purposes only. Developer reserves the right to maintain units as model houses and/or sales center for display to prospective purchasers; however, said homes shall comply with all other restrictions and covenants set forth herein. Model home lots may change from time to time.

SECTION 2.07. No Owner nor an occupant of any Residential Unit shall permit or suffer anything to be done or kept upon the lot which will interfere with the rights of the other Owners, annoy them with unreasonable noises or otherwise, nor will any Owner or occupant of any Residential Unit commit or permit any nuisance.

SECTION 2.08. Each Owner shall maintain his, her, or their Residential unit in good condition, order, and repair at the Owner's expense.

SECTION 2.09. No Owner or any occupant of any Residential Unit shall display, hang, store, or use any sign whatsoever outside the Residential Unit, except Developer.

SECTION 2.10. No Owner may alter or modify in any way the exterior of the Residential Unit, or install outside any structure or addition of any kind whatsoever without the prior written approval of the Architectural Review Committee. Dish antennas equal to or less than 18 inches in diameter must have positioning approved by the Architectural Review Committee.

SECTION 2.11. Garbage/Trash. The premises shall be kept free of garbage, rubbish, trash, and junk of any kind at all times. No garbage cans, trash containers, or bags of trash shall be located in the front or side areas. There shall be a 24-hour limit on garbage cans, trash containers, or bags of trash placed at the curb. At all times other than trash-collection days, garbage/trash must be maintained within the structure or garage.

SECTION 2.12. No article of personal property belonging to any Owner or otherwise shall be stored in the Common Area, except that automobiles or vehicles may be parked in the designated parking spaces.

SECTION 2.13. The yards and Common Area shall be used only for the furnishing of services and facilities for which they are reasonably suited and which are incidental to the use and occupancy of the Residential Units. Owners or occupants of Residential Units shall not place or cause to be placed in the front yards, public walkways, parking lots, or common areas, packages or objects of any kind not reasonably suited to residential uses.

SECTION 2.14. There shall be no permanent outside storage of travel trailers, motor homes, campers, other recreational vehicles, boats, snowmobiles, motorcycles, bicycles, commercial vehicles, mowers, disabled or inoperative vehicles, and similar implements or machines on any Lot, on any driveway or roadway, or any Common Area, or in any designated parking area.

SECTION 2.15. Animals, livestock or poultry, excepting two household pets, shall not be raised, bred, or kept in any Residential Unit or Lot. Household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and shall at all times be on a leash or have some other appropriate means of control and be accompanied by the unit Owner, or by a member of his family, or by a custodial designated by the unit Owner when out of doors or when in any common area of any building. Should there be a question as to what constitutes a household pet, the Board of Directors shall make the determination. All animal feces in any location, specifically including public grassed areas, common areas, and walkways, shall be removed immediately by the pet Owner.

SECTION 2.16. Outdoor Lighting. No free-standing outdoor lights shall be permitted.

SECTION 2.17. Signs. No signs other than real estate signs offering the premises for sale or rent shall be permitted on any residential lot. Excluded from the restriction shall be the Developer's signs at each entrance identifying the development, "open house" signs erected by Developer for the specific purpose of marketing the project, and sign(s) identifying the model home(s).

SECTION 2.18. Landscaping and Driveways. All landscaping, finish grading, and seeding shall be completed within six months following completion of construction. All driveways shall be of finished macadam surface. In the event that a Lot Owner fails to complete any of the foregoing within the required time, he or she hereby authorizes the Developer to do so at the Owner's expense, after reasonable notice in writing to the Owner, and the Lot Owner, by acceptance of a deed to the premises, agrees to pay the Developer the cost thereof.

SECTION 2.19. No Owner or occupant shall erect, install, paint, or maintain any fence in the front or rear yards of a Lot, except as originally installed by Developer, unless approved by the Architectural Review Committee.

SECTION 2.20. Uses and Structures. No lot shall be used except for single-family residential purposes. No tent, shack, storage shed, utility building, or other structure shall be located, erected, or used on any Lot, temporarily or permanently, except for units still under construction, 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. Fishponds or other ornamental-type ponds or pools are prohibited except as approved by Developer or the Architectural Review Committee.

SECTION 2.21. Tool Sheds and Storage Buildings. All tool sheds and storage buildings are prohibited.

SECTION 2.22. Landscape Development.

(a) The landscape development of that portion of an individual Lot outside the Association-maintained area shall be in accordance with the residential neighborhood character of the development and the design of the house. Such landscaping shall be maintained and pruned regularly to provide a pleasing environment and to aid in maintaining the health and safety of the inhabitants of the neighborhood.

(b) All private landscaped areas not maintained by the Association shall be mowed and kept free and clear of weeds at all times by the Owners thereof.

(c) All hedges shall not exceed four (4) feet in height. However, this restriction shall not apply to hedge or screening for a patio that may be constructed on the premises.

SECTION 2.23. Storage Tanks. Aboveground pumps, water, propane gas, or other storage tanks are prohibited, except those operated by a public utility company. Propane cooking grills are excepted from above.

SECTION 2.24. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarry, or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavating, or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected or maintained or permitted on any Lot.

SECTION 2.25. Solar Collector. No solar collectors shall be erected on any Lot or attached to the exterior of any Unit.

SECTION 2.26. Exterior Ornamentation. Holiday decorations to be displayed on the exterior of Units, in the windows of Units, or on private Lots are subject to the Rules and Regulations of the Association.

SECTION 2.27. Parking. There will be no parking on any street in the development except for the purpose of loading or unloading of large commercial vehicles. Visitors to a unit or workers at a Unit shall park in the driveway, subject to provisions in Section 2.30, or in a designated parking area. Until designated parking areas are available, visitors may park on the outside of Victoria Lane for a maximum of 24 hours. Parking area locations to be determined.

SECTION 2.28. No awnings shall be installed by Owners and no sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of any Unit, except such as shall have been approved in writing by the Association, which approval may be granted or refused in the sole discretion of the Association; nor shall anything be projected from any window of any Unit with similar approval. No residential unit may have a screen door on the front-door opening.

SECTION 2.29. Flags and flagpoles must conform to the Rules and Regulations of the Association.

SECTION 2.30. Garages, Driveways. Residential garages shall at all times be used for the garaging of automobiles and shall be kept clear for such use. Automobiles are normally to be kept within garages and garage doors kept shut. Visitors and workers are to park in the driveway, but any nonresident vehicle that would be in the driveway longer than 48 hours must be moved to a designated parking area, if available.

SECTION 2.31. No statues, sculptures, painted trees, birdbaths, replicas of animals, or other objects of this nature may be affixed or placed on any Lot or Unit where they would be visible from the street, public roadway, or Common Areas without prior approval from the Developer or the Association.

SECTION 2.32. No repairing of any motor vehicle shall be permitted outside garage areas except for emergency repairs.

SECTION 2.33. Children's playground equipment will not be permitted in the front yards of individual residential lots.

SECTION 2.34. Lines, poles, or other devices upon which to hang or expose laundry are prohibited everywhere on the exterior of the Properties.

SECTION 2.35. No swimming pool (whether in ground or above ground) shall be placed or erected on any of the following lots: 121, 122, 130, and 131.

SECTION 2.36. All drapes, curtains, blinds, and shades in windows facing the street shall be of a neutral color on the outward-facing side.

SECTION 2.37. Residential Units on Lot numbers 111, 113, 115, 117, 119, 120, 121, 122, 130, 136, 138, 140, 142, 144, and 146 shall be original Lan Avon models or other models approved by the Architectural Review Committee constructed with cedar siding and a minimum of 1,840 square feet.

SECTION 2.38. Residential Units on Lot numbers 101, 103, 105 at the East Entrance, and 131, 133, 135, 137, 148, 150, and 152 shall be constructed pursuant to plans for Model Unit 2 or Model Unit 3, the two highest-value models, or plans approved by the Architectural Review Committee. Plans for Model Units 1, 2, and 3 are attached as Exhibit B.

SECTION 2.39. Addition to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions in Accordance with Development and Staging Plan. The Developer, its successors and assigns, shall have the right to bring within the scheme of this Declaration additional properties in future Stages of the Development, subject to prior approval by the Board of Directors.

The additions authorized under this and the succeeding subsections shall be made by filing of record a Final Subdivision and Land Development Plan for each State and Supplementary Declaration of Covenants and Restrictions with respect to the additional property.

Such Supplementary Declarations may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as the Developer may deem necessary to reflect the different character of the use to which the additional properties will be put: for example, Single-Family Detached Dwellings, Single-Family Attached Dwellings (Townhouses), or Multifamily Dwellings (Apartments). Such Supplementary Declarations shall not repeal the covenants and restriction in this Declaration.

(b) Other Additions. Upon approval in writing of the Association pursuant to a vote of its members as provided in its Articles of Incorporation, the Owner of any property who desired to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may file or record a Supplementary Declaration of Covenants and Restrictions, as described in subsection (a) hereof.

(c) Mergers. Upon a merger of consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, by operation or law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the Covenants and Restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 3.01. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any lot (or Residential Unit) which is subject by the covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

SECTION 3.02. Voting Rights. The association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 3.01 with the exception of the Developer. Class A members shall be entitled to one vote for each Residential Unit in which they hold the interests required for membership by Section 3.01. When more than one person holds such interest or interests in any Residential Unit, all such persons shall be members, and the vote for such Residential Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Residential Unit.

Class B. Class B members shall be the Developer, and any successors and assigns of the Developer who takes title for the purpose of development and sale and who is designated as such in a recorded instrument. The Class B member shall be entitled to one vote for each lot. The Class B member shall terminate and be converted to Class A membership upon the happening of the earlier of the following:

- (a) When the total Class A votes equal 75% of the total number of votes.
- (b) The Developer, or any successor named by the Developer and specifically given the right by it so to do in a written instrument, decides to terminate the Class B membership.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interests required for membership under Section 3.01.

(For the purposes of determining the votes allowed under this Section, when Residential Units are counted, the Lot or Lots upon which such Residential Units are situated shall not be counted.)

SECTION 3.03. Board of Directors. A Board of Directors shall be established pursuant to the By-Laws to be adopted by the Association, which Board of Directors shall be empowered to make, establish, promulgate, amend, or repeal the Rules and Regulations from time to time.

The Board of Directors shall be five (5) in number, a minimum of three (3) Class A members, and all Directors shall be either a member of the Association or an officer of the Developer. The Board of Directors of the Association shall be elected at the Annual Meeting of the Association, pursuant to the voting membership of the Association as provided in Section 3.02 hereof. All Directors shall serve until their successors are duly elected or appointed. In the event of a vacancy of a Director during his or her term of office, the successor Director shall be elected at a special meeting of the Association to be held within thirty (30) days of the vacancy. All Directors shall serve in accordance with the By-Laws of the Association.

SECTION 3.04. Liability of Board Members, Developer, Employees, and Committees. Neither any member of the Board of Directors, the Developer, nor any employees or committees of the Association shall be personally liable to any Owner, or to any other party, for any damage, loss, or prejudice suffered or claimed on account of any act or omission of the Association, the Developer, the Board of Directors, or any other representatives or employees of the Association; and the Association shall indemnify and hold harmless such Board Member, Developer, or other person from and of all claims and demands and expenses (including reasonable counsel fees) arising by reason of any alleged wrongful act or omission. Nothing contained herein shall be construed to limit the liability of the Association.

SECTION 3.05. Township Certification. Before the Association assumes responsibility from the Developer, the township shall certify that all drainage and storm water control facilities are in good repair.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREA

SECTION 4.01. Easements for Utilities and Drainage. Perpetual easements in general for the installation and maintenance of sewer, water, gas, electric, telephone, television, drainage facilities, and for storm water management, for the benefit of the adjoining landowners and/or the municipality and/or municipal or private utility company only operating such facilities are reserved over the Common Areas, and no building or structure shall be erected over any such facility. Each Lot shall be subject to a free and perpetual easement in general in and over such Lot for the installation of sewer, water, electric, gas, telephone, television, and storm water drainage facilities and for the construction and repair of any and all structures on adjoining properties. All easements shall be kept clear of all encroachments, including fill, structures, play equipment, storage of materials, and the like. Said easement for the construction and repair of structures on adjoining properties shall be for the benefit of the Developer and for all subsequent Owners of the adjoining properties. All Lots and Common Areas are subject to all easements shown on the approved plans and appearing on record or visible upon the premises. All natural utility service lines between a structure and a main utility line (maintained by the utility municipality or municipal authority) shall be maintained by the Association.

SECTION 4.02. Easements for Maintenance of Lawns, Shrubbery, and Snow Removal. All lots are subject to certain maintenance requirements that the Association shall be obligated to perform, as more particularly set forth in Section 5.13. All Lots shall be subject to an easement in favor of the Association, its agents, workers, or employees of ingress and egress as well as access to the property of each Owner for the furtherance of the maintenance provisions of Section 5.13.

SECTION 4.03. Overhangs. In the event that any portion of any structure, as originally constructed by the Developer, including any wall, roof, fence, overhead, or other structure, shall protrude over any adjoining Lot or over the Common Areas, such structure shall not be deemed to be an encroachment thereon. Neither the Owners affected nor the Association shall maintain any action for the removal of such structure, and it shall be deemed that said Owners or the Association have granted perpetual easements to use, maintain, or replace the structure.

SECTION 4.04. Members' Easements of Enjoyment. Subject to the provisions of Section 4.06, every Member shall have a right and easement of enjoyment in and to the Common and Limited Common Areas, and such easement shall be appurtenant to and shall pass with the title or lease to every Lot (or Residential Unit).

SECTION 4.05. Title to Common Area. The Developer may retain the legal title to the Common Areas until such time as improvements are completed thereon.

SECTION 4.06. Grant of Easements. In the Lan Avon Section 1 Single-Family Detached Unit area, the Developer, subject to the limitations contained in the Declaration, hereby grants, creates, and declares the following nonexclusive, common, free, and uninterrupted uses, rights, liberties, easements, and privileges in, upon, through, over, under, and across the Common Areas for the benefit of Developer, its successors and assigns; the Association, its successors and assigns; all present and future Owners, Tenants, and Occupants of the Units and their guests, invitees, servants, and employees; and all mortgagees holding mortgages affecting any portion or portions of the Properties, their successors and assigns:

- (a) access to and ingress and egress to and from all portions of the Common Areas;
- (b) right and enjoyment in and to the Common Areas;
- (c) use and enjoyment of all footways, paths, sidewalks, walkways, driveways, and roadways located wheresoever on the Properties and entrances and exits to streets and roads which are now or hereinafter may be located within the Common Areas and all those which are presently shown on the plan;
- (d) the use of all parking areas located on the Common Areas and designated for the parking of vehicles thereon;
- (e) the use of all utility lines, including but not limited to sewer, water, electric, and gas lines that are now or hereafter located on the Properties for the purpose of providing service to any Unit whether or not located under, through, over, or along any Lot or Common Areas;
- (f) the use of any and all recreational and community facilities now existing or to be constructed or erected on 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 or privileges of easements created herein may be used by the public at large.

SECTION 4.07. Developer's Reservation of Easements.

- (a) Developer reserves unto itself, its successors and assigns, a perpetual and alienable easement and right on, over, through, across, and under the Properties to erect, lay, construct, maintain, repair, and use electric wires, cables, conduits, sewers, water mains, and other equipment suitable for the conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public conveyances or utilities on, in, under, or over those portions of each Lot or the Common Areas as may reasonably be required for utility purposes.
- (b) Developer further reserves unto itself, its successors and assigns, the right and easement over, under, through, and across the Properties for the purpose of constructing any building, structure, or improvement upon the Properties as shown on the plan.
- (c) The easements and rights reserved by Developer herein expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, excavations, or to take any other similar action as may reasonably be necessary in Developer's opinion to construct any building or other improvements and to maintain reasonable standards of health, safety, and appearance. Nothing contained in this reservation of easement shall be construed to create an obligation of the Developer to provide or maintain any utility or service.

SECTION 4.08. Duration of Easements. 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.

Notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the Common and Limited Common Properties as follows:

(a) Rights-of-way and easements for streets, water, and sanitary sewers with completed improvements in place shall be dedicated to East Buffalo Township or the East Buffalo Township Authority, as appropriate.

(b) The title to common open space for parks, recreation, storm drainageways, and storm water management facilities and other common facilities with improvements in place shall be transferred to the Association. The Association shall have or hire adequate staff to administer common facilities and maintain the common open space.

(c) Easements for electric, telephone, television, and other utility services shall be provided to the respective operating companies.

SECTION 4.09. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Developer and of the Association to borrow money for the purpose of improving the Common Areas. The Association shall not have the right to give any Lender a lien on the Common Areas, but the Association shall have the right to pledge its right to collect the proceeds of assessments from unit Owners and land Owners to Lenders; and

(b) the right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(c) the right of the Association, as provided in its By-Laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days more than the period of infraction of its published rules and regulations; and

(d) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to east two-thirds (2/3) of the votes of each class of membership has been recorded, agreeing to such dedication, transfer, purpose, or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken. It is herein understood that no such public agency or authority is obligated to accept any such dedication or transfer; and

(e) in the event that the Association or the Developer shall, at any time, fail to maintain the Common Areas under its jurisdiction in reasonable order and condition in accordance with the development plan, the Township may serve written notice on the Association or the Owners setting forth the manner in which the Association has failed to maintain the common open space in reasonable condition; and said notice shall include a demand that such deficiencies of maintenance be cured within thirty (30) days thereof and shall state the date and place of a hearing thereon which shall be held within fourteen (14) days of the notice. At such hearing, the

Township may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or the modifications thereof shall not be cured within said thirty (30) days or any extension thereof, the Township, in order to preserve the taxable values of the properties within Lan Avon Section 1 and prevent the common open space from becoming a public nuisance, may enter upon said common open space and maintain the same for a period of one year. Said entry and maintenance shall not vest in the public any rights to use the common open space except when the same is voluntarily dedicated to the public by the residents and Owners. Before the expiration of said year, the Township shall, upon its initiative or upon the request of the Association, call a public hearing upon notice to the Association and Owners to be held by the Township, at which hearing such Association and Owners shall show cause why such maintenance by the Township shall not, at the election of the Township, continue for a succeeding year. If the Township should determine that the Association is ready and able to maintain said common open space in a reasonable condition, the Township shall cease to maintain said common open space at the end of said year. If the Township should determine that the Association is not ready and able to maintain said common open space in a reasonable condition, the Township may, at its discretion, continue to maintain said common open space during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. The decision of the Township in any such case shall constitute a final administrative decision subject to judicial review.

The cost of such maintenance by the Township shall be assessed ratably against the properties within Lan Avon Section 1 that have a right of enjoyment of the common open space and shall become a tax lien on said properties. Said assessments or charges shall be subordinate in lieu to the lien of any mortgage on the property that is subject to such assessments or charges regardless of when said mortgage was created or when such assessments or charges accrued, provided that such subordination shall apply only to assessments or charges that have become payable prior to the passing of title under foreclosure of such mortgage and the transferee shall not be liable for payment of any assessments or charges accruing prior to said foreclosure; but nothing herein shall be held to affect the rights herein given to enforce the collection of such assessments or charges accruing after sale under foreclosure of such mortgage; and provided, further, that such charges accruing after sale shall also be subordinate in lien to the lien of any further first mortgage which is placed on property subject to such assessments or charges, with the intent that no such charges shall at any time be prior in lien of any first mortgage on such property. The Township, at the time of entering on said common open space for the purpose of maintenance, shall file a notice of such lien in the office of the Prothonotary of Union County on the properties affected by such lien within the planned residential development.

SECTION 4.10. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Residential Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Residential Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Residential Unit and the adjacent portion of the Common Area or as between said adjacent Residential Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, that in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an owner, tenant, or the Association.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 5.01. Creation of the Lien and Personal Obligation of Assessments. The Developer for each completed Residential Unit owned by it within the Properties hereby covenants and each Owner of any completed Residential Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges;
- (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

SECTION 5.02. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Residential Units situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacement, and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof.

SECTION 5.03. Basis of Annual Assessments. The Association, through its Board of Directors, shall fix the annual assessment per Residential Unit on a single Lot based upon the estimated cost of carrying out the responsibilities of the Association. General assessments shall be applicable to all record owners of lots upon which are constructed Residential Units. Unimproved Lots shall be assessed at 50% of the general assessment. Said properties shall be assessable for the following purposes only:

- (1) The lawns and planting as outlined on the Final Subdivision Plans under the title of Common Open Space.
- (2) The sidewalks and pedestrianways in the public right-of-way easements and in common open space as outlined on the Final Subdivision Plans.
- (3) Outdoor lighting in public rights-of-way and on Common Areas.

(4) Essential improvements such as drives, sanitary sewers, water lines, fire hydrants, storm sewers, drainageways, and storm water management facilities, fences, signs, and other facilities essential for the use and maintenance of Common Areas.

(5) Recreation facilities such as swimming pools, playground equipment, picnic facilities, and any structures or appurtenances related thereto.

(6) Liability and Property Damage Insurance relating to the aforementioned Common Areas.

(7) Capital Reserves as deemed necessary for replacement of the aforementioned Common Areas.

(8) Trash collection service.

(9) Management services and professional fees.

SECTION 5.04. The developer shall be responsible for payment to the owners (and subsequently, the Association) of \$85.00 annually for each developed lot commencing April 1, 1994, paid in four annual installments (January 15, April 15, July 15, October 15) until all lots have been developed and sold. Rate will be reduced by \$10.00 per every six sales, reduction to take place the quarter following completion of the sixth sale. Fee not to go below \$65.00 per developed lot.

SECTION 5.05. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 5.03 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one (51) percent of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

SECTION 5.06. Quorum for Any Action Authorized Under Section 5.05. The quorum required for any action authorized by Section 5.05 hereof shall be as follows:

At the first meeting called, the presence at the meeting of Members, or of proxies, entitled to cast fifty (50) percent of all the votes of each of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in the By-Laws and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 5.07. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence upon the execution of all required signatures to this Declaration (which shall be pro-rated to the first day of a month).

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after, the first year, shall become due and payable on the first day of March of said year.

The amount of the annual assessment that may be levied for the balance remaining in the first year of assessment shall be an amount that bears the same relationship to the annual assessment provided for in Section 5.03 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property that is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The Board of Directors shall provide that the annual assessment may be paid in monthly installments.

The due date of any special assessment under Section 5.05 hereof shall be fixed in the resolution authorizing such assessment.

SECTION 5.08. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot or Residential Unit for each assessment period of at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 5.09. Effect of Nonpayment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 5.07 hereof), such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his or her heirs, designees, personal representatives, and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his or her personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

SECTION 5.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments that have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

SECTION 5.11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge, and lien created herein:

- (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) all Common Areas as defined in Section 1.01(d) hereof;
- (c) all properties exempted from taxation by the laws of the Commonwealth of Pennsylvania, upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no completed living unit devoted to dwelling use shall be exempt from said assessment, charges, or liens.

SECTION 5.12. Maintenance of Common Areas outside the immediate area of Residential Units that are still in Section 1 (specifically, the future townhouse area) shall be the responsibility of the Developer. See Exhibit C attached hereto.

SECTION 5.13. Obligation of the Association: Use of Funds Raised by Assessment.

(a) The association shall have the obligation to maintain the Common Areas and the lawn and front sidewalk on each developed Lot. This shall include the mowing of all lawn areas; the maintenance of landscaped areas and trees in the front yard only (the front yard is delineated as the area in front of a Unit extending to the front entrance door on one side and to the rear of the garage on the other); snow removal from sidewalk to front door, driveway, and internal roads; and maintenance and repair of the internal drives and parking areas. If for any reason the Township deems it necessary to enter upon the Common Areas and perform repair or maintenance work, or snow plowing, the Association shall promptly reimburse the Township for the costs incurred by it. In addition, the Association shall maintain adequate liability insurance on common open space, including parking areas and aisles which are the responsibility of the Association to maintain hereunder. Electricity for operation of street lighting, sewer pump, and any similar community-wide expenses shall be paid from these funds, as shall be once-weekly garbage/trash removal. Until the Association is formed, the Owners of the existing developed Units shall be responsible for the obligations in this paragraph and shall have the right to charge and receive the assessment provided in Section 5.01 during said period.

(b) The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Properties, including, but not limited to, payment of the expenses required to comply with the Association's obligations under subparagraph (a) repairs, replacements, additions, or new construction, not mandated by subparagraph (a), as the Association may determine to undertake with respect to the Common Areas; and the establishment of reserves.

ARTICLE VI

ARCHITECTURAL CONTROL COMMITTEE

SECTION 6.01. Review and Approval by Architectural Review Committee. No buildings or other exterior improvements shall be erected, placed, or layered on any Lot or Unit until and unless plans and specifications showing the nature, kind, shape, height, materials, floor plans, and exterior color schemes shall have been submitted to and approved in writing by the Architectural Review Committee. Such approval shall be subject to applicable Township codes. The chairman shall be elected by the members of the committee.

SECTION 6.02. Members. The said Architectural Review Committee shall consist of at least three (3) members and be appointed by the Board of Directors of the Association. At least one member of the Architectural Review Committee shall be a member of the Board of Directors and two of the members shall be Class A members.

SECTION 6.03. Exterior Colors. Exterior colors and materials used on any exterior surface of all Units shall not be modified or changed without permission of two-thirds (2/3) of each Class of voting members.

SECTION 6.04. Height Limitation. No dwelling unit shall exceed two and one-half stories in height. No garages shall exceed one and one-half stories in height, except that second-floor living quarters which are integrated with the remainder of the dwelling may be extended out over an attached garage, as long as the entire dwelling does not thereby exceed two and one-half stories in height.

SECTION 6.05. Area Limitation. The Association may reject any plans that provide for less than 1,347 square feet of gross floor area. The computation of this floor area shall not include basements, crawl spaces, breezeways, garages, or porches, whether enclosed or open.

SECTION 6.06. Exterior Walls. No exterior walls shall be constructed of concrete block, cinder block (excepting foundation walls), or imitation brick. Exposed foundation walls may be rubber sponge smooth-finish cementitious material or veneered in brick. No color change shall be permitted without written approval of Architectural Review Committee.

SECTION 6.07. Excavation. All excavated earth within the boundaries of a Lot, in excess of the amount required for proper grading of the Lot, must be deposited at a place specified by the Developer, and must be removed within two (2) months of completion of the Unit.

SECTION 6.08. Plans. All submissions of applications and plans shall be made to the Architectural Review Committee by certified mail, return receipt requested, and must be in duplicate, one copy of which shall be retained by Developer or the Association as the case may be, regardless of the action taken. Approval shall be made in one way only: by the signature of the chairman, or designated representative, of the Architectural Review Committee on each sheet of any plans submitted.

SECTION 6.09. Approval. The Architectural Review Committee shall have the right to disapprove, subject to the procedure and guidelines established by the Board of Directors of the Association, any plans or specifications for building. It shall take into consideration the suitability of the proposed structure, the materials of which it is to be constructed, the color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and with other dwellings and structures located on the Properties, and the effect of such proposal on the outlook from adjacent or neighboring properties. In the event that after such presentation of such plans and specifications, the Architectural Review Committee fails to approve or disapprove said plans within ten (10) days of such presentation, such plans and specifications are deemed approved. Decisions rendered by the Architectural Review Committee may be appealed to the Board of Directors of the Association. All documentation will be certified mail, return receipt requested.

SECTION 6.10. Applicability. It is understood that the said Architectural Review Committee is an agency of the Developer or of the Association, and it is further provided expressly herein that the obligation to submit plans and obtain approval shall apply to the Common Areas as well as other portions of the Properties.

SECTION 6.11. Immunity. Neither Developer nor any member of the Architectural Review Committee, nor of the Board of Directors of the Association, nor any successor or assign(s) thereto or thereof, shall be liable in damages to anyone submitting any plans or request to them for approval, or to any Owner affected thereby by reason of a mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve such plans or requests. Every Owner who submits any plan or request to the Architectural Review Committee for approval agrees, by submission thereof, and every Owner agrees by acquiring title to any portion of the Properties, that he or she will not bring any such action or suit to recover any such damages.

SECTION 6.12. Enforcement. Developer and the Association shall have the express power and the right to enforce strict compliance with the provisions of this Article. The remedy provided in Section 6.09 is not intended in any way to limit the rights and remedies available to Developer or the Association by law.

SECTION 6.13. Site Distances and Intersections. No fence, wall, hedge, or shrub planting that obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of sight lines.

The existing slope or conformation of any Lot shall not be altered, nor shall any structure, retaining wall, planting, or other activity be constructed or taken that retards, changes, or otherwise interferes with the natural flow of surface or drainage waters to the actual or threatened injury of any other Lot, or which creates erosion or sliding problems. All slope or conformation work shall be subject to the applicable ordinances of the Township.

No trees shall be cut, nor shall there be any substantial destruction of natural vegetation on any Lot, without written consent from the Architectural Review Committee.

No Lots 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, leaves, and 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.).

No overhead wires, including telephone, electrical, television, or otherwise, may be constructed on any Lot or cross over any Lot. All wires not located entirely within the enclosed portion of a structure must be buried beneath the surface of the ground.

ARTICLE VII

INSURANCE

SECTION 7.01. Insurance on Common Areas. After transfer of title to the common areas, the Association shall maintain and keep in full force and effect a policy of comprehensive general liability, fire, casualty, and other damage insurance with respect to the Common Areas. Such insurance 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. The insurance to be maintained shall also affirmatively provide coverage for liability of the Association with respect to injuries or damage to persons or property downstream of the Property that may be caused by flooding or other hazards related to any storm water control facilities on the Properties or the failure of any such facilities.

SECTION 7.02. Workers' Compensation. The Association, as part of its ordinary business expenses, shall keep in effect workers' compensation insurance and employer's liability insurance if required by law.

SECTION 7.03. Insurance Trustee. All policies of fire and damage insurance as provided for in Section 7.01 shall name the Lan Avon Section 1 Homeowners' Association, Inc., Board of Directors as the insurance trustees for the benefit of the Owners, their mortgagees, and the Association.

SECTION 7.04. Amounts and Insurers. The insurance set forth in this Article shall be maintained in reputable insurance companies authorized to transact business in the Commonwealth of Pennsylvania, and shall be in such amounts as are reasonable and normal within the insurance industry as of the times that the risks are insured.

SECTION 7.05. Insurance on Units. Each Owner shall carry fire, extended coverage, and hazard insurance in an amount equal to the full insurable replacement cost of his or her Unit, as well as comprehensive general liability insurance. Such insurance shall be effective as of the date of the transfer of the deed to the Owner. The Association shall have the right to require the Owner to produce evidence that adequate insurance is in force.

ARTICLE VIII

RIGHTS OF MORTGAGEES

SECTION 8.01 Each first mortgage holding a mortgage on a Unit shall have the following rights:

- (a) To have his, her, or its name and mailing address and the name and mailing address of his, her, or its name and mailing address of his, her or its mortgagors recorded in the records of the Association, so that said Board of Directors of the Association or its agents can readily communicate with the said mortgagees;
- (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 of the Association which is not cured within thirty (30) days;
- (c) To examine the books and records of the Association, the Board of Directors of the Association, and their agents;
- (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 hazard insurance coverage on the lapse of a policy for such Common Areas; any first mortgagees making such payments shall be entitled to immediate reimbursement therefore from the Association;
- (e) To have priority in the case of distribution to an Owner of insurance proceeds of condemnation awards for damages to or a taking of any or all of the Common Areas.

SECTION 8.02, Mortgagee Right of Approval. Notwithstanding any other provisions of this Declaration, unless Mortgagees holding at least 75% in number of the first mortgages on Lots shall have given their prior written approval, the Association shall not be entitled to:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the Common Areas; provided, however, that neither the transfer of title to the Common Areas for the Developer to the Association nor the granting of easements for utilities or for public purposes consistent with the intended use of the Common Areas shall be deemed to be a transfer within the meaning of this paragraph;
- (b) change the method to determine the obligation, assessments, or other charges that may be levied against an Owner;
- (c) by act of omission change, waive, or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the external appearance of dwelling units, the exterior maintenance of dwelling units, and the maintenance of the Common Areas; provided, however, that the reasonable exercise by the Architectural Review Committee of the authority granted to it in this Declaration, including the power to set and to amend the Rules and Regulations and including the review of individual applications for approval, shall not be deemed a change, abandonment, or waiver of the scheme of regulation;

(d) fail to maintain fire and extended coverage on insurable Common Area improvements on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value;

(e) use hazard insurance proceeds for losses to any Common Area improvements for other than the repair, replacement, or reconstruction of such improvements.

SECTION 8.03. Enforcement. The provisions of this Article have been included in this Declaration for the benefit of, and are enforceable by, the mortgagees as hereinbefore defined. Said mortgagees may, without joinder of Developer, Owners, or the Association, elect to waive any or all of the provisions in this Article.

ARTICLE IX

GENERAL PROVISIONS

SECTION 9.01. Duration. The Covenants and Restriction of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representative, heirs, successors, and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be extended automatically for successive periods of ten (10) years unless and instrument signed by the then-Owners of two-thirds of the Lots (or Residential Units) has been recorded, agreeing to change said covenants and restrictions in whole or in part. (For purposes of meeting the two-thirds requirements, when Residential Units are counted, the Lot or Lots upon which such Residential Units are situated shall not be counted.) Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every owner at least ninety (90) days in advance of any action taken.

SECTION 9.02. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner in the records of the Association at the time of such mailing.

SECTION 9.03. Enforcement. Enforcement of these covenants and restrictions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The written notice of any proposed change in said covenants and restrictions shall also be sent to the Township at least ninety (90) days in advance of any action taken. The Township shall be required to approve any such change in the Covenants and Restrictions. Such consent shall be presumed unless the Township objects in writing within sixty (60) days of receipt of the notice of the proposed change, such objection to be addressed to the person or corporation designated in the notice to receive such objection.

SECTION 9.04. Coordination of Finish Grading and Landscaping Operations. To permit the coordination of finish grading and landscaping operations and the provisions of permanent and/or temporary storm drainage facilities as development work progresses from Lot to Lot, the Developer, at his expense, shall have the right to change, alter, modify, and/or revise the finish grade and to complete landscape work of the yard within ten (10) feet of any Lot line and in drainage swales beyond said ten (10) feet after title to a Lot and the dwelling thereon has been transferred to another Owner.

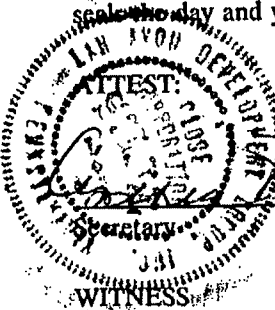
SECTION 9.05. Severability. Invalidity of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provisions, which shall remain in full force and effect.

ARTICLE X

REPEALER

SECTION 10.01. Repealer. The Declaration of Covenants of Lan Avon, recorded in
County Courthouse, Union County, Pennsylvania, on October, 6, 1988,
at Vol. 231, Pages 648 to 652, are hereby repealed. December, 22, 1989,
245 707 722 December, 31 1990

IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands and
seals the day and year first above written.



LAN AVON DEVELOPMENT GROUP, INC.

President

THE LOT OWNERS:

Donald E. Bowes
DR. DONALD E. BOWES

Grace E. Bowes
MS. GRACE E. BOWES

Peter H. Davidson
MR. PETER H. DAVIDSON

Margaret M. Davidson
MS. MARGARET M. DAVIDSON

Richard H. Dietz
MR. RICHARD H. DIETZ

Judy A. Dietz
MS. JUDY A. DIETZ

Michael G. Eichenseer III
MR. MICHAEL G. EICHENSEER III

Jacqueline E. Eichenseer
MS. JACQUELINE E. EICHENSEER

Donald C. May

MR. DONALD C. MAY

Connie K. May

MS. CONNIE K. MAY

Benard P. Olszowy

MR. BENARD P. OLSZOWY

Fredrik B. Paulsen, Jr.

MR. FREDRIK B. PAULSEN, JR.

Judy A. Dietz

MS. PAMELA P. PAULSEN

Pamela P. Paulsen

Barbara Zeiders

MS. BARBARA ZEIDERS

COMMONWEALTH OF PENNSYLVANIA

State of)

) SS:

County of NORTHUMBERLAND

On this, the 28th day of March 1994, before me the undersigned officer, personally appeared Christopher J. Prosseda, President of Lan Avon Development Group Inc. * known to me (or satisfactorily proven to be the persons whose names subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

- IN WITNESS WHEREOF, I have hereunto set my hand and
- * DR. DONALD E. BOWES
 - MS. GRACE E. BOWES
 - MR. PETER H. DAVIDSON
 - MS. MARGARET M. DAVIDSON
 - MR. RICHARD H. DIETZ
 - MS. JUDY A. DIETZ
 - MR. MICHAEL G. EICHENSEER III
 - MS. JAQUELINE E. EICHENSEER
 - MR. DONALD C. MAY
 - MS. CONNIE K. MAY
 - MR. BENARD P. OLSZOWY
 - MR. FREDRIK B. PAULSEN, JR
 - MS. PAMELA P. PAULSEN
 - MS. BARBARA ZEIDERS

seal.

Kathleen E. Reed

Notarial Seal
Kathleen E. Reed, Notary Public
Northumberland County, Northumberland County
My Commission Expires Nov. 14, 1994

Member, Pennsylvania Association of Notaries
My Commission Expires



CONSENT ~~AND~~ BY BANK

Guaranty Bank, N.A., consents to the foregoing Amended Declaration of Covenants, Conditions, Restrictions and Homeowners' Association for Section 1 of Lan Avon and agrees that such Declaration shall survive any foreclosure upon its mortgages recorded in the Office of the Recorder of Deeds in and for Union County, Pennsylvania, in Mortgage Book 218, at Page 908, and Record Book 246, at Page 194, respectively.

ATTEST:

GUARANTY BANK, NA

SECRETARY

PRESIDENT

STATE OF PENNSYLVANIA } ss:

COUNTY OF UNION

RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS
OF UNION CO. IN RECORD BOOK 359PAGE 253 WITNESS MY HAND AND SEAL OF OFFICE5 DAY OF May AD 1994
Marthy E. Drumheiser RECORDER
m.g.hCommonwealth of Pennsylvania)
County of Northumberland) ss:

On this, the 31st day of March 1994 before me, the undersigned officer, personally appeared Terry L. Moll, who acknowledged himself to be the President of Guaranty Bank, NA, the foregoing corporation, and that as such, he, being authorized by such corporation to do so, executed the foregoing deed for the purpose therein contained by signing his name thereon as such.

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

NOTARIAL SEAL
MARILYNN J. DRUMHEISER, Notary Public
Shamokin, Northumberland County, PA
My Commission Expires January 16, 1995

My Commission Expires