

TIFFANY ESTATES
DECLARATION OF PROTECTIVE
COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION made the 27 day of January, 2000 by
TIFFANY ESTATES, INC. (herein called the "Declarant", a Pennsylvania Corporation
with its principal place of business at PO Box 100, Dunmore, Lackawanna County,
Pennsylvania 18512.

WITNESSETH

The Declarant is the owner of a tract of land in the Borough of Throop, Lackawanna County, Pennsylvania, which the Declarant has subdivided for residential development according to a Plot Plan known as "Tiffany Estates", dated February 18, 1999, prepared by Russell L. Bilby, P.E./P.L.S., and intended to be recorded in the Office of the Recorder Deeds of Lackawanna County in Map Book _____ page _____. The Declarant: (1) will complete the construction of all roads, sanitary sewers and other required improvements, hereinafter more particularly described; and (2) before selling and conveying residential lots, desires to establish and impose certain protective covenants and restrictions, and to create certain easements as hereinafter provided, pursuant to a general plan of residential development. For convenience of reference, certain defined terms are used throughout this Declaration indicated by initial capitals, which have the meanings ascribed to them in Section 2 of this Declaration.

NOW THEREFORE, the Declarant hereby declares as follows:

1. Imposition and Binding Effect. All Lots and all other property in the Subdivision 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 and easements herein set forth, which are hereby declared to be in 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, successors and assigns. Each Owner to whom a Lot is granted, by acceptance of a deed for the Lot, will agree to acquire title to the Lot under and subject to all the covenants, restrictions and easements herein created, and thereby covenant and agree with each and every other Owner, for their mutual benefit, that such other Owner and the heirs, personal representatives, successors and assigns of such Owner, will hold title, to the Lot under and subject to all of said covenants, restrictions and easements and that they will faithfully keep and perform all covenants, of this Declaration and comply with all of its restrictions, for the benefit of all owners, as covenants and restrictions 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. The covenants and restrictions hereunder may be changed by the Declarant where desired, be it by the Declarant or its successors and assigns.

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:

"Declarant" means TIFFANY ESTATES, INC., its successors and assigns.

"Declaration" means this "Declaration of Protective Covenants, Restrictions and Easements", and all amendments and supplements approved from time to time, as provided in Section 11 of this Declaration.

"Drainage Swale" means any strip of land within the boundaries of a Lot, as shown on the Plot 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.

"Household" means any family group, or a group of persons each related to the other by blood, marriage or legal adoption, or a group of not more than four (4) adult person, not so related who regularly and customarily reside together in the same dwelling as a principal residence.

"Lot" or "Lots" means each and every parcel hereinafter sold and conveyed for residential purposes according to the numbered designation on the Plot Plan.

"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 other 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.

"Plot Plan" means the final approval map or plan of the Subdivision known as "TIFFANY ESTATES", hereinbefore identified, as recorded by Declarant, including any and all revisions thereof made by the Declarant under the provisions of Section 8 of this Declaration; this definition to include each and every phase shown in said Plan.

"Residence" means a single, detached 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.

"Road" or Roads" means any portion of the property in the Subdivision designated on the Plot 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.

"Sewer" means the sanitary and storm sewer lines, manholes and other related facilities constructed by the Declarant within the boundaries of the Subdivision.

"Sewer, Easement" means any strip of land within the boundaries of a Lot in which the Sewers have been constructed by the Declarant, as shown on the Plot Plan.

"Subdivision" means all of the real property within the boundaries of the tract of land owned by the Declarant as shown on the Plot Plan.

"Utility Service Easement Area" means any strip of land within the boundaries of a Lot designated on the Plot Plan as the location of any of the Utility Services, and also fifteen (15) foot wide strips of land running along the inside of the front and rear lines of each Lot and ten (10) foot wide strips of land running along the inside of the side lines of each Lot.

"Utility Services" means all service lines and related facilities of private companies designed and used to, provide electric power, water, telephone services and television cable service, and any other such services that at any time hereafter may be provided to Lots and Residences in the Subdivision.

3. 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 ever be constructed or placed on a Lot other than a Residence and other improvements permitted by this Declaration.

(b) No building, structure or other improvement shall ever be constructed within the set-back lines of each Lot, which are located thirty, (25) feet from the right-of-way lines of abutting Roads, twenty (25) feet from the rear line and ten (10) feet from each side.

(c) Construction must begin prior to the expiration of twelve (12) months after purchase of a Lot and be, completed (including grading, backfilling, seeding and landscaping) prior to the expiration of twelve (12) months after the commencement of work. No part of a building shall be used as a Residence, temporary or permanent, prior to its completion except with the written consent of the Declarant. Failure by any Owner to fulfill the requirements of this provision shall result in the immediate and unconditional reversion of title to the Declarant upon the filing by the Declarant of a declaration with the Recorder of Deeds of Lackawanna County, which shall state the

Declarant's intention to reenter the Lot so affected.

(d) No Residence shall be used and occupied for any other purpose other than as a dwelling for members of one (1) Household, 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, including activities customarily identified as "home occupations" for zoning purposes.

(e) Pending formal acceptance of Roads as public streets, and acceptance of the Sewers as public sewers, all Owners shall have the privilege of using the same, but the Declarant shall have full authority to dedicate the same to the Borough of Throop without the consent or joinder of any Owner who has purchased a Lot prior to the execution and delivery of the Deed of Dedication.

(f) Roads are to be used for customary access, subject to certain specific regulations on parking and other matters set forth in Section 4 of this Declaration. An Owner may extend the lawn on a Lot beyond the right-of-way line of the Road on which a Lot abuts, up to the curb line, but no trees or shrubbery shall be planted beyond the right-of-way line, and no improvement or obstacle of any nature or kind shall be placed in such portion of the abutting Road.

(g) Declarant shall be responsible for the installation of curbing. However, the Owner shall be responsible for installation of sidewalks in front of each lot, where required by the Declarant or the Borough of Throop.

(h) A Site Easement is established on each corner Lot in the form of a triangle, the legs of which are thirty five (35) feet measured along the street right-of-way from their point of intersection.

(i) Except for the Declarant, no person, corporation, partnership or other entity may purchase, own or otherwise control more than three (3) Lots at any given time.

4. Single Family Residence. On any Lot, there shall be erected only a single family dwelling house, and if desired, a garage; but in no event, may the said garage be unattached from said dwelling house. A garage cannot exceed the space for three automobiles exclusively for the use of occupants of such single-family dwelling, and in no case for commercial use. No car port or exterior open structures for the sheltering or screening of an automobile or motor vehicle can be maintained on the property. With

(a) The Premises or Lots conveyed hereunder shall not be further subdivided or otherwise partitioned.

(b) All single family dwellings shall have a minimum floor space of one thousand eight hundred (1,800) square feet, exclusive of basement and attached garage area, therefore.

(c) No driveway shall be installed on any Lot in the Subdivision nearer than twenty five (25) feet from the intersection corner of the right-of-way of any Road or any other right-of-way unless otherwise approved by the Declarant.

(d) The Declarant reserves the right and authority to specify the use of any other contiguous property. The same shall be used for that specific purpose as authorized by the Declarant in writing and, under all terms and conditions specified by the Declarant in writing for that particular land.

5. **Easements.** The Declarant hereby reserves to itself and its successors and assigns, the right to use each and every Sewer Easement, Drainage Swale and Utility Service Easement Area (collectively, 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 required to serve 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 services located therein, and to maintain each Drainage Swale for the proper conduct and drainage of surface water. The Declarant also reserves the right to grant, convey, and transfer its rights in the Sewer Easements to the Borough of Throop in connection with a dedication of the Sewers, and the right to grant, convey, and transfer his right in the Utility Service Easement Areas to the utility companies agreeing to provide and maintain the Utility Services. Any easement on any Lot in the approved Plot Plan, may be used by the Declarant, according to Declarant's absolute discretion from time to time, as Declarant deems beneficial to the Development. After use, the Declarant agrees to restore the premises to its prior condition.

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 interfere with the right of access of the Declarant, 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 condition after the completion of work.

6. **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, as follows:

(a) All utilities, including electric, telephone and television services, shall be underground only. Each Owner will assume the cost of any trenching and backfilling

from the installed facilities to the Residence. Each Owner agrees to grant said utility companies any necessary easements for installation and maintenance of said utilities. Furthermore, land grading at these easements must remain unchanged. Each owner is responsible for repairing any damage that may occur to the underground facilities during excavation and construction, etc. No propane or other fuel storage tanks may be maintained on any Lot, whether above ground or underground. Each Owner agrees that natural gas shall be utilized as a primary heating source for structures located within the Subdivision.

(b) No above-ground swimming pool of any kind shall be constructed or placed on a Lot. In-ground swimming pools shall be conditioned upon proper placement of the pool in a location which will not detract from the appearance of the neighboring properties, and shall be surrounded by fences and ornamental landscape screening.

(c) No Owner shall engage in any activity on a Lot, or within the Subdivision, which will create, or tend to create, noise, smoke, odor, soot or vibrations so as to disturb any other Owner.

(d) All Residences shall be kept in good condition and repair, properly painted and maintained.

(e) 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 no garbage, refuse or debris shall be allowed to accumulate.

(f) No sign or device of any kind shall be placed upon any Lot, or on the Roads, or on any Residence, except a small sign indicating the Owner's name and street number. And customary "For Sale" or "For Rent" signs. Signs shall not be attached to trees.

(g) No flags, banners, pennants, flashing lights, wires, television and radio reception devices auxiliary energy devices, or any unsightly objects 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, American flags may be displayed on all appropriate occasions, and outdoor electrical lights will be permitted during the Christmas season. Satellite dishes of 18 inches in diameter, or less, are permitted so long as attached to the rear of the Residence so as not to be visible from the street.

(h) No animals of any kind shall be kept on any Lot or in any Residence other than two (2) dogs or (2) cats or one (1) dog and one (1) cat kept as Household pets, which shall not be permitted to roam at large, and other small pets normally kept inside a residence, such as canaries parakeets, and tropical fish. It shall be the responsibility of any Owner herein who desires to avail himself of the exception for a dog, cat, or other common household pet, kept for noncommercial purposes, and merely for social companionship of the said dog, cat, or common household pet, to keep such pet leashed and not suffer, permit or to have it interfere with the enjoyment or occupancy of any other Owner herein.

(i) Paved parking areas of sufficient size to accommodate at least three (3) automobiles shall be provided on each Lot. No owner shall keep or permit to be kept, at any Residence more than three (3) automobiles owned by, or under the custody and control of, members of the Household, which shall be regularly parked on the paved parking areas of the Lot and not on the roads. No trucks, recreational vehicles, motor homes, trailers of any kind, non-operating vehicles, or vehicles not licensed to operate on a public highway shall be parked on any Lot or on the Roads, but this shall not prohibit the parking of trucks during daylight hours while making deliveries to, or performing work or services at, a Residence.

(j) No mobile homes, trailers, tents, barns, outbuildings, mere basements, temporary buildings, shacks or second hand buildings, permanent fireplaces, outdoor refrigerators, or tree houses shall be erected or placed on any lot.

(k) 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. No earth, sand, material, trees, bushes or vegetation shall be removed from the premises unless a part of said excavation for the original improvement or any improved addition thereto at any time for any other reasons without written consent of the Declarant. Notwithstanding the foregoing, no tree over 10 inches in diameter shall be cut without prior written approval of the Declarant.

(l) Any subsequent afterthought or addition to be erected or constructed to the initially constructed improvement in the nature of a storage room or for other purposes allied and related to a single family dwelling and the permitted uses and purposes and usage of the land herein shall be attached and made a part of the Residence and/or garage to which it is attached And only after receiving the prior written consent of the Declarant.

(m) No Lot or land shall be used to maintain a dumping ground for rubbish, refuse, trash, garbage or other waste even though the said dumping of rubbish; refuse, trash, garbage or waste shall be in conjunction with a single family residential use of the property. Removal of such rubbish, refuse, trash, garbage or waste or debris, whether arising from a household occupancy or in conjunction with any activity conducted in the course of the occupancy of the property of the single family, residential unit shall be done with reasonable frequency. No material shall be burned upon the premises, including, but not limited by way of specification, to leaves.

This prohibition against burning of material does not apply to the social occasions of outdoor barbecues as a family recreational activity, subject to the appropriate season. All outdoor cooking will be conducted with the use of utmost precaution, not only for self safety and the integrity of the adjacent architecture, but also the surrounding environs and neighborhood.

(n) The Owners shall be responsible to maintain, at all times, clean, adequate

attractive and well policed receptacles for the storage and disposal of material from their premises, so that the said premises may be at all times, in a clean and sanitary condition. All receptacles for rubbish, refuse, trash, garbage or other waste shall be so placed and kept to be clean, sanitary, and neat as well as not to be visible from any street, private Roadway or any other place in the said available area or of the adjoining lands of the said Declarant. The maintenance of receptacles for rubbish, refuse, trash, garbage or waste shall be subject to the ongoing satisfaction of the Declarant, so the same shall not be a nuisance to the Declarant or any adjoining Owner.

(o) A Lot without a structure shall not be used, permitted to be used, suffered to be used, maintained or have erected thereupon, or conducted therefrom, any prohibited purpose. Any Lot with a structure thereon shall not be used, permitted to be used, suffered to be used, maintained, have conducted thereupon or have erected thereon, in any manner or way, anything which shall be a nuisance to the neighboring landowners and occupants.

(p) The operation of mini-bikes, snowmobiles, and all off-road recreational vehicles within the Subdivision is specifically prohibited.

(q) No Residence shall at any time be used or occupied other than for residential purposes by the members of one Household.

(r) The foregoing regulations may be amended and supplemented from time to time as provided in Section 11 of this Declaration.

7. Notice. Any written notice required to be given by Declarant to an Owner, or an Owner to a Declarant, shall be sufficient if given by ordinary U.S. Mail, addressed to Owner at Owner's permanent Residence address. The permanent address of Owner last known to Declarant is the address Declarant shall use if owner is plural, such notice given to any one of those constituting an Owner (addressed to the permanent Residence address of that owner) shall be conclusively deemed notice to all.

8. Revisions of Plot Plan. The Declarant hereby reserves the right to revise the Plot Plan by making any adjustments in the location of boundary lines of Lots that the Declarant shall deem necessary in the course of development and sale of Lots in the Subdivision.

9. Termination of Declarant's Interest. At such time as all Lots in the Subdivision are sold, or at the expiration of five (5) years from the date of this Declaration, whichever shall last occur, all interest of the Declarant under this Declaration shall terminate, and thereafter the Declarant shall have no duty or responsibility to take any action under this Declaration, or to enforce any of its provisions, but the terminations of the Declarant's interest under this Declaration shall not in any event terminate this Declaration, and all covenants, restrictions and

easements shall continue in full force and effect, and all other rights of the Declarant under this Declaration shall vest in the Owners, or an Association then formed.

10. Violations and Enforcement. If the Declarant, after reasonable investigation, is satisfied that a violation of the provisions of this Declaration has occurred, or is about to occur, by reason of the failure of any Owner, at any time, and from time to time, to keep and perform any of the covenants of this Declaration, or comply with any of its restrictions, the Declarant shall give the Owner written notice of the violation, specifying what action the Owner is required to take to eliminate the violation and a reasonable period of time for the Owner to take such action, and if the violation is not eliminated, to the satisfaction of the Declarant, within the period specified, the Declarant may enter upon the premises and take such action as Declarant deems necessary to eliminate the violation, and the Owner remises, releases, quitclaims and discharges the Declarant and any agent, servant or employee of the Declarant, from all liability for such entry and correction, and the Owner to pay all costs thereby incurred by the Declarant on demand, or the Declarant shall be entitled to institute an Action in Equity, or other appropriate legal proceedings against such owner in the Court of Common Pleas of Lackawanna County to compel the elimination of the violation, and shall be entitled to recover in such action all costs incurred, together with reasonable attorney's fees and costs of suit. For the purposes of this Section, each Owner hereby specifically acknowledges and agrees that an action for damages is not an adequate remedy for a violation of the provisions of this Declaration. The Declarant shall have the exclusive right to enforce all provisions of this Declaration until the Declarant's interest under this Declaration terminates, as provided in Section 9, and the right of enforcement shall thereafter vest in the Owners, individually and collectively. So long as the Declarant retains the exclusive right of enforcement, the decision of the Declarant as to whether a violation has occurred, and the action to be taken to eliminate the violation, absent a decision of a court of competent jurisdiction to the contrary, shall be final and binding upon all Owners.

11. Amendment. The provisions of this Declaration may be amended and supplemented by the Declarant without the consent of the Owners until such time as all Lots in the Subdivision are sold, or at the expiration of five (5) years from the date of this Declaration, whichever shall last occur. All amendments and supplements shall be set forth in a written supplement to this Declaration, executed by the Declarant and duly recorded.

12. Architectural Approvals. No residence shall be constructed on any Lot without prior written Architectural Approval of the Declarant. Each Owner seeking such approval shall submit to the Declarant a written application, in a form acceptable to the Declarant, accompanied by one (1) set of complete building plans and specifications for the residence, which shall show the location of the proposed residence on the Lot, front, rear, and side elevations of the proposed residence, types and colors of the proposed exterior finishes, the location of all driveways, off-street parking areas, and other related improvements proposed to be constructed, all proposed landscaping and

grading of the site, and such other information as the Declarant may reasonably require. Declarant reserves the right of approval for all aspects of the proposed construction, including but not limited to exterior appearance, color, materials and the contractors and subcontractors who will perform the proposed construction. This provision shall not be construed as conferring any warranty, express or implied, or as assurance of quality of the proposed construction by the Declarant.

13. Governing Law and Interpretation. This Declaration shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Every provision of this Declaration is hereby declared to be independent of, and severable from every other provision and if any provision of this Declaration is declared invalid or unenforceable by a court of competent jurisdiction, all remaining provisions shall continue unimpaired and in full force and effect. The Chains used in this Declaration are for convenience of reference only, and shall not be given any effect in its interpretation.

IN WITNESS WHEREOF, the, Declarant has executed this Declaration the day and year first above written.

TIFFANY ESTATES, INC.

By: Joseph Palumbo
President

Attest: Andrew J. Summery
Secretary

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF *Lackawanna* : SS

On this, the *27th* day of *January*, 2000,
before me the undersigned officer, personally appeared Joseph
Palumbo, who acknowledged himself to be the President of Tiffany
Estates, Inc., a Corporation, and that he as such officer being
authorized to do so, executed the foregoing instrument for the
purposes therein contained by signing the name of the Corporation
by himself as President.

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

NOTARIAL SEAL
PATRICIA A. SCHMALZLE, Notary Public
Dunmore Boro., Lackawanna County
My Commission Expires FEB. 2, 2002

Patricia A. Schmalzle

Title of Officer

I certify that the precise address of the Corporation is:

PO Box 100

Dunmore PA 18512

BY: *[Signature]*
[Signature]