

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CHERRY HEIGHTS SUBDIVISION

1. This Declaration made this 23rd day of November, 2007, by Cherry Ridge Realty, Inc., 120 Lakeview Heights Drive, Honesdale, PA 18431, herein referred to as "Declarant".

2. Applicability

- a. Declarant is the owner of real property in Cherry Ridge Township, Wayne County, which is specifically described in deed dated November 14, 2007 and recorded on November 14, 2007 in the Recorder of Deeds Office, Wayne County, in Record Book Volume 3413, page 142, et seq., hereinafter called the "Property" or "Subdivision."
- b. These restrictions, as hereinafter set forth, shall apply to lots No.'s 1 through 13 on plans approved by Cherry Ridge Township as Cherry Heights Subdivision and recorded in the office of the Wayne County Recorder of Deeds at Map Book 110, Page 32, et seq. and any future subdivision or revision thereof, hereinafter called the "Map."
- c. The Declarant hereby states that in order to preserve the natural beauty of the land and to insure that all the construction is in harmony with the existing and/or proposed conditions and restrictions (hereinafter called "Restrictions") shall bind the land owned by the Declarant as shown on the Map, and shall be covenants running with the land, and shall be binding upon the Grantees, their heirs, successors and assigns.

3. Prohibitions and Restrictions

- a. The premises hereby conveyed shall be used for the construction of single family residence only, of at least 1,600 sq. ft. devoted to living purposes, exclusive of decks and garages.
- b. No tent, trailer, mobile home or temporary type of structure shall be placed or used upon any part of the premises hereby conveyed at any time.
- c. Only the usual household pets (dogs, cats and other animals kept within a dwelling) may be kept on premises, and must be controlled at all times.
- d. Metal storage sheds are prohibited. Wooden sheds may be placed on lots.
- e. No stripped, partially wrecked, or junk motor vehicle, or part thereof, shall be permitted to be parked or kept on any street or lot. All vehicles shall have a current State license and inspection tag.
- f. Every outdoor fuel storage tank shall be screened by fencing or shrubbery to the satisfaction of the Declarant. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be fenced, screened or so placed and kept as not to be visible from any street.
- g. All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.

- h. No vehicle shall be parked on any street in the Subdivision for more than 72 hours.
- i. Any structure on any lot which may be destroyed in whole or in part by fire, windstorm or any other act of God must be rebuilt or all debris removed and the lot restored to a slightly better condition with reasonable promptness, provided, however, that in no event shall remain longer than six (6) months.
- j. No outside clothes lines permitted. Laundry shall not be placed on outside fences, or porches/decks.
- k. All garbage, trash and rubbish shall be kept in sanitary containers at all times and promptly removed. No farm implements, junk, building materials or other items that tend to degrade the appearance of the property shall be kept upon the premises.

4. Design and Construction

a. Prior to any excavation, construction and renovations the Declarant shall approve all site and building plans in writing. Plans shall be reviewed by the Declarant within 30 days of submission which review shall include design, location, materials, colors, and other esthetic factors, necessary to blend and be compatible and harmonious with the development's natural surroundings and environs. Any dwelling erected on the premises shall be erected on a permanent foundation, shall not exceed 2 1/2 stories and the exterior thereof shall be completed within 18 months of start of excavation; furthermore, no excavation or removal of any earth or fill on any tract shall commence without prior approval of Declarant. In the event the Declarant fails to either approve or disapprove the proposed plans within the aforesaid 30 day period, they shall be deemed approved for purposes of this Paragraph 4a. In addition to other building construction requirements imposed by any municipal authority having jurisdiction thereof, each lot owner shall install a sewer curb stop shut off valve at the intersection of the individual lot sewer line with the central collection line.

b. Premises built on lots 2, 3, 10, 11,12 and 13 shall have roof drains installed so that storm water can be diverted into a sub ground level infiltration system.

5. Easements and Utilities

Subject to agreements made or to be made by Declarant with any agency, corporation or authority for the supply of gas, electric water sewage, telephone, telegraph, cable television or similar facilities and services, together with all appurtenant installations, lines, pipes, culverts, poles, wire and the like, whether overhead, surface or underground, easements and rights of way for the same are hereby expressly reserved along a ten foot wide strip of the street abutting said premises, and along a 10 foot wide strip on the side and rear lines thereof; and all such services as described in this paragraph to all parcels of property conveyed by the Declarant which abut the private roads through Cherry Heights shall be underground from the service line or facility for such service to the house or other building located on such parcel.

6. CHERRY HEIGHTS PROPERTY OWNERS ASSOCIATION, INC.

- a. The Declarant reserves the right to form an Association of Property Owners, which will be a Pennsylvania not for profit corporation, and in accordance herewith assign to it all of the rights and obligations possessed by Declarant which are provided for in this Declaration.
- b. Every person before acquiring title, legal or equitable, to any lot in the subdivision must be a member of the Cherry Ridge Heights Property Owners Association, Inc., herein referred to as "Association".
- c. The Association shall own and be responsible for the maintenance (including snow removal), repair and upkeep of the private streets within the Subdivision. In addition, the Association shall be responsible for the maintenance, repair, upkeep of the drainage easement on the west side of Cajaw Pond road, as shown on the Map.
- d. The association shall have all the powers that are set out in its Articles and be governed by its By-Laws and all other powers that belong to it by operation of law, including (but not limited to) the power to levy against every member of the Association equitable annual charges per lot based on the level of improvements made available to such lots and number of lots sold, the amount of said charge to be determined by the Board of Directors of the Association or, in the absence of a Board, by the Declarant.
- e. Such charge so made shall be paid by the member of the Association or its designee on or before the first day of April of each year, for the ensuing year. The Board of Directors of the Association shall fix the amount of annual charge per lot on or before the first day of March of each year, and written notice of the charge so fixed shall be sent to each member. The Declarant also reserves the right to establish and collect charges, to perform all maintenance work and to otherwise act upon in behalf of the Association until it has sold eleven (11) of those lots in the Subdivision as shall have been approved by Cherry Ridge Township.
- f. If any such charge shall not be paid when due, it shall bear interest beginning thirty (30) days from its due date at the rate of eighteen percent (18%) per annum. The annual charge shall, if unpaid within 30 days of its due date, become a lien or encumbrance upon the land and acceptance of each deed, not including acceptance by a mortgagee, shall be construed to be a covenant to pay the charge. The Association or the Declarant may publish the names of the delinquent members, and may record a lien to secure payment of the unpaid charge plus costs and reasonable attorney's fees, in any court of competent jurisdiction as for a debt owed by and delinquent member to the Association. Every person who shall become the owner of the title (legal or equitable) to any lot in the Subdivision by any means shall be conclusively held to have covenanted to pay the Association or its designee all charges that the Association shall make pursuant to any paragraph or subparagraph of this Declaration or its By-laws. Any lot acquired is taken subject to the lien for any prior unpaid charges.
- g. The fund accumulated, as the result of the charges levied by the Association shall be used for the purposes set forth herein or for any other lawful purpose necessary or incidental to fulfill the intent hereof.

7. ASSOCIATION'S RIGHT TO PERFORM CERTAIN MAINTENANCE

In the event an owner or any lot shall fail to maintain the premises and the improvements situated hereon in a manner satisfactory to the Board of Directors of the Association, the

Association shall have the right, through its agents and employees, to enter said lot and repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost thereof shall be added to and become part of the annual charge to which such lot is subject and until paid, shall be a lien on said lot.

8. AMENDMENTS

The Declarant, prior to the sale of the eleven (11) lots in the Subdivision, but not thereafter, shall have the right to change, amend, or modify these covenants so long as the change, amendment or modification does not alter the residential nature of the development.

9. COMPLIANCE WITH APPLICABLE LAWS

a. All Restrictions are intended to comply with the laws and ordinances of the Commonwealth of Pennsylvania and of Cherry Ridge Township, Wayne County Pennsylvania. Any Restrictions that shall be inconsistent therewith or shall later become inconsistent therewith shall be considered amended to comply with those requirements, provided that nothing herein shall be construed to prohibit the imposition of a higher standard that is not prohibited by such laws.

b. Failure to promptly enforce and of the Restrictions shall not be deemed a waiver of the right to do so thereafter and the invalidation of any of the Restrictions by judgment of any court of competent jurisdiction shall not affect the remaining restrictions which shall continue in full force and effect.

10. VARIANCES

The Declarant may allow reasonable variances and adjustments of the Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes of the general development scheme and provided also that in every instance such variance or adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood or the Subdivision.

11. TERM

These Restrictions shall affect and run with the land and shall exist and be binding upon the Property for a period of twenty (20) years after they are recorded in the office of the Recorder of Deeds of Wayne County, after which time they shall be extended for successive periods of ten (10) years each, unless, prior to the expiration of the aforesaid term or terms, an instrument executed and acknowledged by two-thirds (2/3) of the then owners of the lots subject hereto has been recorded, agreeing to their modification or amendment in whole or in part to suit changed conditions.

IN WITNESS WHEREOF, Cherry Ridge Realty, Inc., Declarant has caused these DECLARATIONS OF COVENANTS AND RESTRICTIONS, to be executed by Robert J.

Suhosky, its President, and attested to by Linda L. Suhosky, its Secretary the day and date first above written.

Cherry Ridge Realty, Inc.
DECLARANT

Robert J. Suhosky
Robert J. Suhosky, President

Commonwealth of Pennsylvania }
County of Wayne } }ss.

On this, the 23rd day of November, 2007, before me, a notary public, the undersigned officer, personally appeared Robert J. Suhosky who acknowledged himself to be the president of Cherry Ridge Realty, Inc., a Pennsylvania business corporation, and that he as such president being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as president.

In Witness Whereof, I hereunto set my hand and official seal.



Karen Bates, Dep
Notary Public

DEPUTY PROTHONOTARY WAYNE CO., PA
My Commission Expires Jan. 7, 2008

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



Ginger Golden
Ginger Golden
Recorder of Deeds

200700012208
Filed for Record in
WAYNE COUNTY, PA
GINGER GOLDEN
11-23-2007 At 08:39 am.
DEC RES CDV 20.50
STATE TAX .00
LOCAL TAX .00
DR Volume 3417 Page 348 - 352