

## DECLARATION OF RESTRICTIVE COVENANTS

Imposed upon

WOODLEDGE VILLAGE, INC.

KNOW ALL MEN BY THESE PRESENTS, that Woodledge Village, Inc. (hereinafter called the "Developer"), a Pennsylvania corporation whose principal address is P.O. Drawer 230, Hawley, Pennsylvania 18428, being the owner of the real property described below and other contiguous lands desires to create thereon a desirable residential-recreational community with facilities for the common private use and enjoyment of owners of lots platted and to be platted to form such community and to assure the preservation of property values and amenities therein and the proper maintenance thereof, does hereby impress upon the real property described in Paragraph 1. of Schedule A attached hereto, and made a part hereof, as if the same were more fully set forth, each of the property reservations, covenants, conditions, easements and restrictions herein after enumerated and set forth (hereinafter collectively referred to as "Covenants").

IN WITNESS WHEREOF, Woodledge Village, Inc. has executed and ensealed these present this 7<sup>th</sup> day of October 1971

## SCHEDULE "A"

### SCHEDULE OF PROTECTIVE RESTRICTIONS TO BE INCLUDED IN CONTRACTS FOR SECTIONS I & II, WOODLEDGE VILLAGE, Hawley, Pennsylvania 18428

#### 1. Description of Property

(a) All numbered lots in Blocks I to XI, both inclusive, of Subdivision Plat of Woodledge Village, Section I, and all numbered lots in Blocks I to V, both inclusive, of the Subdivision Plat of Woodledge Village, Section II said two Plats being recorded on July 14, 1971 in the Office of the Recorder of Wayne County, Pennsylvania, in Plat Book 16, pages 59 and 60, respectively and of Pike County, Pennsylvania, in Plat Book 8, pages 177 and 178, respectively.

(b) The water of Lake Woodledge and the streets and roads as shown on said two Plats and the 50' access road running from Woodledge East Lake Road to the waters of Lake Woodledge as shown on said Plat of Section I.

2. Definitions. The terms defined in this section shall, for all purposes of the hereinafter provisions of this instrument and any supplement or addition hereto or amendment hereof, have the meanings herein specified, unless the context otherwise requires.

(a) "Common Properties" shall mean the areas referred to and described in Subsection (b) of Section 1, and all other parcels of property at any time and from time to time hereafter so defined by Amendment of said Subsection (b) of Section , to describe any other such parcels of property.

(b) "Association" shall mean the Association of Owners of all lots subject to these Covenants to be organized by Developer on behalf of such Owners when, in Developer's sole opinion, a sufficient number of lots have been sold in the Community to assure that the Association can be self-sustaining and capable of exercising its functions on behalf of the Owners.

(c) "Community" shall mean the lands described in Section 1, and all other lands at any time hereafter made subject to all or any of these Covenants by amendment to said Section 1. The name of the Community shall be "Woodledge Village".

(d) "Owner" shall mean the holder, at any time in question, of fee simple title to any lot described in Subsection (a) of Section 1., but such term shall not include the Developer unless specifically so stated.

(e) "Developer" shall mean Woodledge Village, Inc. and its successors and assigns in such capacity, but "successors and assigns" shall not include an Owner as herein defined.

(f) "The Properties" shall mean all the lots described in Subsection (a) of Section 1, but shall not include any of said lots while owned by Developer.

3. Additions. The Developer reserves the right to amend Section 1, at any time and from time to time to describe other lots, parcels and land and thereby to subject any such other lots, parcels and lands to all or any of these Covenants. The Developer shall never under any circumstances be under any obligation to subject to all or any of these Covenants any other lots, parcels or lands now or in the future hereafter owned by Developer.

#### 4. Building, Use and Architectural and Ecology Control.

(a) No building, septic tank, well, sign, dock, pier, incinerator, trash or garbage receptacle, fence, wall or other structure shall be commenced, erected or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, heights, materials and location of the same shall have been submitted to and is approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer. If the Developer fails to approve or disapprove such design and location within sixty (60) days after submission to it of said plans and specifications, or in any event, if no suit to enjoin the improvement, addition, alteration of change has been commenced prior to the completion thereof, approval will not be required and this section will be deemed to have been fully complied with. No tree having a diameter of 3 inches or more shall be cut, damaged or removed from any of The Properties without the prior approval of Developer.

(b) The Properties shall be used for residential purposes only and for no other purpose whatsoever and no business, commercial or manufacturing enterprise shall be conducted on or from the same. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling not exceeding two and one-half stories in height, and one private garage or boathouse, or combination garage and boathouse for family automobiles and boats.

(c) The outside finishing of all building must be completed within 6 months after construction has started, and no asphalt shingles, imitation brick, building paper, insulation board or sheathing or similar non-exterior materials shall be used for the exterior finish of any such building; exterior finish shall be wood or asbestos shingles or siding, logs, brick, stone or concrete.

(d) Every dwelling house shall contain at least 700 square feet of living space.

(e) No trailer, mobile home or similar type structure, basement, tent, shack, garage, barn or other outbuilding shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or any building in the process of construction, be used as a residence. No signs of any nature not previously specifically approved in writing by the Developer shall be permitted on The Properties.

(f) No animals or birds of any kind shall be raised, bred or kept on any lot, except that not more than two dogs and two cats may be kept provided that they are not kept, bred or maintained for any commercial purposes. Noxious or poisonous weeds shall not be permitted to grow on the Properties.

(g) The dumping and accumulation of trash or rubbish shall not be permitted on The Properties. Trash, garbage or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and the design and location thereof shall require the prior approval of the Developer. No inoperative automobiles or other vehicles shall be stored or maintained on any lot of The Properties.

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(h) Any condition in violation of or contrary to the provision of the Section 4, shall be deemed to be a nuisance and the same may be abated, removed or otherwise corrected by the Developer without prior notice to or consent of the Owner involved, but at the expense of such Owner (plus 10% of such expense for administrative and enforcement costs incident thereto) and no Owner shall have any cause of action or claim for damages arising from any such abatement, removal or correction action.

(i) No building or improvement shall be located on any lot nearer than (1) 50 feet to the front line thereof, (2) 20 feet to any side street line, (3) 15 feet to either side line thereof, or (4) 20 feet to the rear line thereof. For the purposes of this covenant, eaves and steps shall not be considered as a part of the building. No sewage disposal system or seepage pit, draining field, etc., shall be located nearer than 60 feet to the high water mark of any lake, pond or stream. No building shall be erected at a point on a lot that has an elevation less than 4 feet higher than the elevation of the spillway on the lake on which the lot is situated.

(j) Easements are hereby reserved along and within 10 feet of all front, side and rear lot lines of all The Properties for the construction and perpetual maintenance of pipes, conduits, poles, wires and fixtures for electric lights, telephones, water lines, drainage and other public and quasi-public utilities and uses and to trim any trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress to and egress from and across said premises to employees of said utilities. The Owner of more than one lot may build on a common lot line and the easement shall be inoperative as to said line provided that such building be placed thereon prior to the commencement of use of such easement for one of the foregoing purposes.

(k) It shall not be considered a violation of the easement if wires or cables carried by such pole lines pass over some portion of said properties not within the ten foot wide easement as long as such lines do not hinder the construction of buildings on the property.

(l) Each residence shall be provided with and served by inside toilets only with septic tanks and drain fields approved by Developer and meeting the requirements of cognizant state and local health authorities and approved as to location by Developer. Developer shall have the absolute right to require the installation of an aerobic or other special sewage disposal system meeting standards required by Developer on any lot fronting on Lake Woodledge, located near the stream connecting thereto or located near any spring or any source of water to Lake Woodledge or to any of the Common Properties.

(m) The provisions of this Section 4, shall not apply to the Common Properties nor to other lots, parcels and land owned by the Developer not subjected to these Covenants.

(n) Unless otherwise approved in writing by the Developer, the driveway and other access to each lot of The Properties shall be from and shall run from the street installed or to be installed by the Developer on which such lot fronts.

5. Rights and Benefits. Each owner shall have the following rights and benefits:

(a) Each Owner shall be and be deemed to be a member of the Association (to be named the "Woodledge Village Association") from and after the date the same be organized by Developer. All voting privileges shall be on a lot unit basis with one vote allocated to each lot in The Properties to be cast by the Owner thereof.

(b) Each Owner shall have the right, in common with all other Owners and the Developer, to use and enjoy the Common Properties in accordance with reasonable rules and regulations promulgated from time to time by the Developer, provided, however, that no Owner shall have any right in or to use any street or road shown on either of said two Subdivision Plats until the same be constructed and opened for use by Developer, and until any such streets or road be constructed and actually opened for use the Developer shall have the right to abandon and delete from the Common Properties all or any part of the same. Such right of use and enjoyment of the Common Properties shall be and shall be deemed to be appurtenant to The Properties and shall automatically pass with the fee simple title to any lot thereof and may not be assigned in whole or in part separately from such title.

(c) Title to the Common Properties shall remain vested in the Developer, but Developer shall clear all mortgages thereon now existing and convey same to the Association on the first to occur of (1) the 15th anniversary of the date hereof, or (2) the date on which there has been paid 80% of the aggregate of the indebtedness secured by purchase money mortgages given on account of purchase of the Properties. Such Conveyance shall be by special warranty deed subject to the Common Properties as contemplated by Subsection (d) of this Section 5.

(d) The rights of enjoyment and use created hereby shall be subject to the following:

(1) The Developer may borrow money for the purpose of improving any or all of the Common Properties and in aid thereof may mortgage any or all of the Common Properties except the roads described in section 1(b). Each Owner's rights of use and enjoyment of the Common Properties shall be subordinate to any mortgage given by the Developer as security for funds borrowed for any such improvements. In the event of a default upon any such mortgage, the lender or mortgagee shall have only the rights afforded under the mortgage or security agreement and under the laws of the Commonwealth of Pennsylvania including the right, after taking possession of the Common Properties, to charge admission and other fees as a condition to a wider public. If the mortgage indebtedness be satisfied and possession of the Common Properties be returned to the Association, all rights of each Owner hereunder shall be restored; and

(2) The right of the Association to take such steps as are reasonably necessary to protect any Common Property against foreclosure.

## 6. Maintenance Fees, Water Charges, Etc.

(a) There is hereby imposed upon every lot in The Properties and upon every Owner thereof the fees, water charges and other assessments specified or otherwise provided for in this Section 6, the obligation and liability for payment of each of which shall arise at the time of every sale of every lot by Developer to any Owner whether by installment payment agreement, by deed or otherwise, irrespective of whether or not such obligations are expressed in such agreements or deeds. By acceptance of such agreement or deed or by otherwise acquiring a lot in The Properties each Owner agrees to pay all such fees, water charges and assessments specified or otherwise provided for in this section as are applicable to the lot owned by each such Owner.

(b) All fees, water charges and other assessments imposed by this section against each lot, together with interest thereon and costs of collection thereof, shall be the personal obligation of the Owner thereof and shall be a charge on the land and continuing lien upon the lot against which it is made or levied and shall take precedence over all unrecorded liens and all liens charge or other assessment. The right of any Owner to enjoy and use the Common Properties as herein provided shall be automatically suspended during any and all periods during which any of said fees, charges and assessments against the lot of that Owner remain due and unpaid.

(c) An annual maintenance fee of \$55.00 per unimproved lot of The Properties and \$90.00 per improved lot of The Properties shall be paid by the Owners thereof for the maintenance and improvement of the Common Properties and for the general upkeep, maintenance, management, operation, payment of taxes and insurance on the Common Properties and the general welfare of the Community. The maintenance fee shall be payable to the Developer annually on the 1st day of July 1972, and on the 1st day of July in each year thereafter. The fee shall be considered paid in advance and there shall be no prorating thereof.

(d) After establishment of the Association and conveyance of the Common Properties, all annual maintenance fees shall be paid to the Association. The Association may increase the annual maintenance fee on lots in The Properties subject to approval of the Owners of not fewer than two-thirds of the lots. Any such increased amount must, however, bear a reasonable relationship to changes in costs or the scope of benefits to Owners to be provided thereby and shall be for the exclusive benefit of all Owners. The Association may also, with the consent of the Owners of two-thirds of the lots in The Properties, levy special assessments for capital improvements or other nonrecurring expenditures for the maintenance or improvement of the Common Properties payable within one year from the date of such levy.

(e) The Developer proposes (but does not covenant or commit) to construct a water system to serve all lots in The Properties. At or after such time as water service may be made available to lots within the Properties, the Developer will give written notice to which such water service is available shall pay to Developer an annual fire service standby charge of \$30.00 per lot which may be billed on an annual, quarterly or monthly basis at the discretion of Developer. In addition, a hook-on fee of \$95.00 or the actual cost thereof at the time of such hook-on, if greater, shall be charged for each connection made at the time of making such connection. Following hook-on, an annual water usage charge of \$70.00 per lot (in lieu of said standby charge) shall be payable to

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(e) Developer which may be billed on an annual, quarterly or monthly basis at the discretion of the Developer. No owner who has constructed a well prior to such time as water service may be made available to lots within The Properties shall be required to hook-on and use water service after it has become available and under no circumstances shall said \$95.00 and \$70.00 charges be due from any such Owner unless that Owner at some time thereafter voluntarily hooks-on and uses the water service. Such \$70.00 charge may be adjusted annually for cost-of-living increases as determined by the United States Government. Notwithstanding the foregoing, in the event Developer applies for regulation of such water system by appropriate state authority, then the rates and conditions of service approved thereby shall control. Developer reserves the right to sell the water system and all rights to water charges and hook-on fees to a private or public water company.

(f) Developer may, at its option, bill Owners for maintenance fees, water charges and other charges and assessments on a consolidated basis annually or at other convenient intervals and may act as collecting and disbursing agent for the Association, any water company or other public or quasi-public utility.

## 6. General Provisions.

(a) These Covenants shall run with and bind The Properties and shall insure to the benefit of and be enforceable by the Developer, the Association or the Owner of any of The Properties, their respective legal representatives, heirs, successors and assigns, until July 7, 2061 A.D.

(b) Any notice to any Owner required or permitted by the provisions of these Covenants shall be deemed given when mailed, postpaid, to the last known address of the person who appears as an Owner on the records of the Developer or the Association at the time of such mailing.

(c) Enforcement of these Covenants shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of these Covenants, either to restrain violation or to recover damages, and against The Properties to enforce any lien created by the Covenants. Failure of the Developer, the Association or any Owner to enforce any of the Covenants shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any on of these Covenants by judgment or court order shall in no way affect any other provision which shall remain in full force and effect. These Covenants shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

(d) Notwithstanding any other provision hereof, Developer reserves the right (upon the application and request of the owner of any lot of The Properties) to waive, vary or amend (by an appropriate letter to that effect addressed and delivered to such applicant owner by Developer) The application of any of these Covenants and restrictions to such lot if, in the sole discretion of the Developer, such action be necessary to relieve hardship or permit good architectural planning to be effected.

(e) Developer may assign at any time and from time to time any or all of the rights, benefits and burdens of the Developer hereunder.

May 4, 2017 Retyped in its entirety for retention/legibility purposes. Original is on file.