

**DECLARATION OF RESTRICTIONS FOR
HARBOR RIDGE GOLF COMMUNITY, A PLANNED COMMUNITY**

KNOW ALL MEN BY THESE PRESENTS:

That Woodberry Development, Inc., whose principal office is 4720 Wattsburg Road, Erie County, Pennsylvania, hereinafter referred to as "Declarant", being the owner of all that certain tract of land situated in Harborcreek Township, Erie County, Pennsylvania, described as follows, to-wit:

As described in Exhibit "A" attached hereto and made a part hereof.

DOES HEREBY CERTIFY AND DECLARE that it has established, and does hereby establish, a general plan for the improvement, development, ownership, use and sale of the Planned Community so owned by it and each and every part thereof, and does hereby establish the manner, provisions, conditions, restrictions and covenants upon and subject to which the Planned Community and each and every unit shown on the said map and plat thereof shall be used, improved, occupied, owned, sold and conveyed, and does hereby declare that henceforth said property shall be used, improved, occupied, owned, sold and conveyed subject to the provisions, conditions, restrictions and covenants herein set forth, all of which shall be binding upon and inure to the benefit of the present and future owners of said units and all thereof (excepting the Declarant as hereinafter set forth), and all of which shall apply to and bind the respective successors in interest of all future owners of said units, and all of which provisions, conditions, restrictions and covenants are, and each of them is, impressed and imposed upon each and every parcel of the hereinbefore described property as a servitude in favor of each and every other parcel thereof as the dominant tenements, as follows, to-wit:

1. **Exception to Restrictions.** Notwithstanding anything herein to the contrary, the units in the Planned Community owned by the Declarant, whether originally owned or acquired by repurchase, shall not be bound by any of these restrictions unless and until the units are sold to third parties. In addition, no part of the land designated as "Additional Real Estate" on the plat of the Planned Community shall be bound by these restrictions unless and until that land shall be added to the Planned Community by appropriate action of the Declarant, including amendment of the Declaration and Plat.

2. **Use.** Each and every unit shall be used for private residence purposes only. No structure whatsoever other than a private, one-family house, together with an attached garage capable of maintaining at least two automobiles, a patio condominium or townhouse condominium shall be erected, placed or maintained on any unit in the Planned Community unless specifically authorized and approved in writing by the Declarant prior to the commencement of any construction activities.

3. **Plan Approval.** No house, building, pool, fence, light pole or any other structure of any kind whatsoever shall be erected or maintained on any unit in the Planned Community unless the plans and specifications showing the nature, kind, shape, height, material, location and color scheme of the structure are approved in writing by the Declarant or such other party as the Declarant shall designate for that purpose. The structure shall be constructed substantially in accordance with the approval plans and specifications.

4. **Minimum Square Footage.** All single family houses must contain, and no house shall be approved for construction by the Declarant, unless it meets the following specifications:

- (a) A ranch style house must contain a minimum of One Thousand Six Hundred Fifty (1,650) square feet of interior living area;
- (b) A two-story style house must contain a minimum of One Thousand Eight Hundred (1,800) square feet of interior living area.

For purposes of this paragraph, "interior living area" does not include any basement area.

5. **House Styles.** Only ranch style houses and two-story style houses shall be permitted on the single family units. No house shall be permitted in the Planned Community, and no house shall be approved for construction by the Declarant, if it is a split-level style or a raised ranch style.

6. **Prompt Construction of Houses.** The construction of each house must commence within six (6) months of the date of the conveyance of the deed for the purchase of each unit. The construction of each house must be substantially completed not later than eighteen (18) months after the date of the conveyance of the deed for the purchase of each unit.

7. **Option to Repurchase.** If a single family unit owner does not commence construction of a house within six (6) months of the date of the conveyance of the deed for the purchase of the unit, the unit owner does hereby give and grant to Declarant, its successors and assigns, the right to repurchase the unit at a price ten percent (10%) less than the original purchase price paid by the original unit owner to the Declarant. The Declarant's right to repurchase as set forth in this paragraph shall terminate and expire if the unit owner commences construction of a house on the unit prior to the date upon which the Declarant (a) gives the unit owner notice that the Declarant has elected to repurchase the unit as set forth in this paragraph, and (b) records a document in the Office of the Recorder of Deeds of Erie County evidencing the Declarant's election to repurchase the unit as set forth in this paragraph. If the Declarant elects to exercise its right as set forth in this paragraphs, the unit owner shall reconvey said unit by general

warranty deed to the Declarant. Such conveyance shall be in fee simple, free and clear of all liens and encumbrances and with good and marketable title to the unit. Upon resale of the unit by the unit owner to the Declarant, the unit owner shall pay to the Declarant, at the time of closing, the following amounts:

- (a) The transfer taxes actually paid on the initial conveyance of the unit from the Declarant to the unit owner;
- (b) The transfer taxes incurred upon the reconveyance of the unit back to the Declarant;
- (c) Reasonable attorneys' fees and real estate agent commissions paid by the Declarant in connection with the original conveyance of the unit from the Declarant to the unit owner, and reasonable attorneys' fees and real estate agent commissions paid by the Declarant in connection with the reconveyance of the unit from the unit owners to the Declarant;
- (d) The costs of recording the deed for the reconveyance; and
- (e) Any unpaid real estate taxes, assessments and other liens and/or charges against the unit, which shall be prorated through the date of the closing.

8. **Set-Backs.** No single family structure shall be erected nearer to the front unit line, nor nearer to the side street line, than the building set-back line shown on the recorded plat of the Planned Community. No structure shall be erected on any unit nearer than six (6) feet from any side property line for which no building set-back line is shown on the recorded plat of the Planned Community.

9. **Driveways and Sidewalks.** Each single family unit owner agrees to install a driveway which shall be made of brick style stamped concrete or brick pavers and which shall conform in all respects with Harborcreek Township ordinances, regulations and specifications. The sidewalk area installed by the unit owner must include placement of a sidewalk along all unit lines contiguous to any street in the Planned Community. The installation of the driveway and sidewalk area must be completed at the time of or prior to the substantial completion of each house. Prior to the installation of any driveway or sidewalk, each unit owner shall obtain from Harborcreek Township the construction specifications of Harborcreek Township and must arrange for an inspection by the Harborcreek Township Engineering Department of sidewalk forms prior to laying concrete. In the event a unit owner fails to install either the driveway or sidewalk area, the Declarant shall have the right to enter upon the unit for the purposes of constructing the same. In the event a unit owner fails to install either the driveway or sidewalk area in accordance with the requirements of Harborcreek Township and fails, within thirty (30) days after demand by Harborcreek Township or the

Declarant, to bring such installation into full compliance with the applicable Harborcreek Township requirements, the Declarant shall have the right to enter upon the unit for the purposes of bringing such installation into compliance. In the event that Declarant performs any work as a consequence of a unit owner's breach of this paragraph, the unit owner agrees to pay Declarant for the cost of said work, plus fifteen percent (15%). Payment to the Declarant shall be due within fifteen (15) days of the submission of the bill for such work.

10. **Preservation of Stormwater Management Plans.** Declarant has effected a stormwater management plan for the Planned Community in accordance with the applicable requirements of Harborcreek Township. Specifications of the stormwater management plan are of record in the office of the Harborcreek Township Engineer. No unit owner shall, directly or indirectly, alter or modify said stormwater management plan, in whole or in part, absent written approval by the Declarant and Harborcreek Township.

11. **Compliance with Governmental Requirements.** Each unit owner warrants and agrees to file all necessary plans and applications with, and to acquire all necessary permits and approvals from, and to fully comply with the permits, requirements, directions, instructions, laws, ordinances and regulations of, all federal, state, county and/or municipal agencies, authorities and regulatory bodies which have jurisdiction over any development activity on the owner's unit. In the event a unit owner fails to comply with the foregoing requirements in this paragraph, the Declarant shall have the right to assure compliance with all such requirements, and to enter upon the owner's unit if necessary to do so, and the unit owner agrees to pay Declarant for all costs incurred by Declarant in assuring such compliance, plus fifteen (15%). Payment to Declarant shall be due within fifteen (15) days of the submission of the bill for such work.

12. **Binding Effect of Recorded Documents.** The plat of this Planned Community has been recorded in the Office of the Recorder of Deeds of Erie County. A Declaration of Easement may be recorded granting public utility easements to Harborcreek Township or municipal authorities of Harborcreek Township. These recorded documents establish terms and conditions of the development and may set forth easements affecting the Planned Community. Each unit owner shall be responsible for consulting the recorded plat and Declaration of Easement, if any, and assuring compliance with their terms.

13. **Submersible Pumps.** In the event a submersible pump is required in any building on any unit, the unit owner shall be obligated to discharge the water from the submersible pump directly into the storm sewer system of Harborcreek Township in a manner approved by the Declarant and the Harborcreek Township Engineer.

14. **Re-Subdivision.** No unit shall be re-subdivided. No unit shall be combined with any other unit without the prior written approval of the Declarant.

15. **Completed Structures.** All single family houses shall be substantially completed before occupancy. No house shall be occupied as a partially-completed structure. No vehicle, trailer, mobile home, modular home, basement, tent, shack or garage shall be used as a residence either temporarily or permanently.

16. **Unit Maintenance.** During the time between the execution of Articles of Agreement for the purchase of a unit and date upon which construction of a house on the unit is completed, the unit shall be kept mowed and free from weeds, brush and debris. Each unit owner warrants and agrees that any and all debris from a unit, whether created before, during or after construction of any structure on a unit, shall be disposed of in an appropriate manner and shall not be transferred to any other unit within the Planned Community or to any other property owned by Declarant. In the event the unit owner fails to keep the unit maintained, the Declarant shall have the right to enter upon the unit for the purposes of maintaining the unit and the unit owner agrees to pay Declarant for the cost of said maintenance, plus fifteen percent (15%). In the event the unit owner transfers debris to any other unit within the Planned Community or

to any other property owned by Declarant, Declarant shall have the right to remove the debris and the unit owner agrees to pay Declarant for the cost of said removal, plus fifteen percent (15%). Any payment to the Declarant pursuant to this paragraph shall be due within fifteen (15) days of the submission of the bill for such work.

17. **Dirt Removal.** Dirt excavated in the construction of any house or other structure in the Planned Community, or in the clearing of any unit within the Planned Community, shall remain the property of the Declarant and Declarant shall have the right to direct placement of that excavated dirt within the Planned Community at its discretion, unless Declarant releases that right in writing. If Declarant releases its right to the excavated dirt in writing, the dirt shall be the property of the owner of the unit from where the dirt was excavated.

18. **Business Use Prohibited.** No full-time or part-time business or profession of any nature shall be conducted on any unit.

19. **Wells Prohibited.** No oil, gas or water well shall be drilled or maintained in the Planned Community.

20. **Mailboxes.** Mailbox designs have been pre-established by the Declarant. No unit owner shall install or erect a mailbox on any unit in the Planned Community unless the mailbox conforms to one of the designs approved by the Declarant.

21. **Signs.** No billboards, political signs, sales signs and/or any other advertising signs or devices of any kind may be placed on any unit, or within the windows of any house or any other structure on any unit, within the Planned Community. This restriction specifically includes and prohibits signs placed by a unit owner or an agent for a unit owner offering the unit or house for sale or rent. Notwithstanding the foregoing, (a) a building contractor, while constructing a house, may maintain a sign on the unit identifying the contractor with the construction, and (2) if a unit has been purchased from Declarant by a building contractor, then prior to the execution of Articles of Agreement for the sale of the unit or house from the building contractor to a third party, the building contractor and/or a licensed real estate agent for the building contractor may maintain a sign on the unit offering the unit or house for sale.

22. **Lights.** No light posts higher than ten (10) feet may be constructed on any unit in the Planned Community without the prior written approval of the Declarant.

23. **Fencing.** No fence is permitted on any unit in the Planned Community unless the fence is used to enclose an in-ground swimming pool or the fence is solely for decorative or ornamental purposes. Hurricane fences and chain link fences are not permitted on any unit in the Planned Community for any purpose.

24. **Vehicles, Trailers and Boats.** No tractors, trailers, commercial vehicles, non-licensed automobiles, mobile homes, camping trailers, self-contained camping

units, snowmobiles, jet skis, boats or boat trailers may be parked on stored on any unit within the Planned Community unless the equipment is parked within an enclosed garage.

25. **Antennas and Dishes.** No television tower or radio tower or antenna in excess of five (5) feet in height, and no television, radio or satellite dish in excess of two (2) feet in diameter, shall be placed on any unit in the Planned Community without prior written approval of the Declarant.

26. **Prohibited Construction.** The following buildings and/or structures are not permitted, and shall not be constructed, on any unit in the Planned community: (a) dog pens; (b) above-ground swimming pools; and (c) basketball hoops, unless erected on a free-standing pole.

27. **Utilities.** All cables and wires for any utilities, including but not limited to gas, electric, telephone and television, for any house on any unit within the Planned Community shall be constructed underground.

28. **Vegetable Gardens.** No vegetable garden shall be maintained on any unit in the Planned Community until after the house on the unit is completed, and then only a single garden for domestic use shall be allowed and that garden must be located behind the house.

29. **Pets.** Pets may be kept only in accordance with the following standards. No more than two (2) dogs, two (2) cats or one (1) dog and one (1) cat may be kept by any Unit Owner or tenant. No Doberman Pinschers, Pit Bulls, Chow-chows, Shar-peis or Rottweilers may be kept by anyone unless by written approval of the Association and must be kept on leash while outdoors. Other domesticated household pets, such as birds or fish, may be kept in conjunction with permitted dogs and cats. No exotic pets, such as snakes, ferrets, lizards, pigs, or other animals, may be kept in any Unit or anywhere with the Property. If any pet is kept in such a way that it constitutes a nuisance to another Unit Owner, any Unit Owner may complain to the Executive Board. The Executive Board shall then determine whether the animal in fact creates a nuisance to any other Unit Owner and what shall be done. Its determination shall be conclusive.

30. **Offensive Activities.** No obnoxious or offensive activity of any kind shall be carried on upon any unit within the Planned Community. Nothing shall be done, placed or stored upon any unit within the Planned Community which is or may be or become an annoyance or nuisance to any other unit owner in the Planned Community, nor shall anything be done which causes or may cause or occasion any noise or odor which will or might disturb the peace, comfort or serenity of any other unit owner in the Planned Community.

31. **Title to Streets.** The Declarant reserves title to the streets in the Planned Community for the purpose of conveying title thereto to Harborcreek Township for dedication as public streets. Declarant further reserves the right to full use of the streets

for the purpose of constructing and maintaining conduits to be used for utility purposes. The unit owners and their successors in interest shall have the rights of ingress and egress over the streets.

32. **Breach of Restrictions and Remedy.** All the restrictions and covenants set forth herein shall be binding upon all units and the owners thereof regardless of the source of title of such owners. If there is any breach and it continues for a period of thirty (30) days after the date the Declarant or any other unit owner notifies the breaching owner in writing to refrain from the breach and to correct the breach, the Declarant or any other unit owner may apply to any court of law or equity having jurisdiction for an injunction or other equitable and/or legal relief. If the relief is granted in whole or in part, the court may in its discretion award to the plaintiff in such action its reasonable expenses incurred in prosecuting the suit including, but not limited to, court costs, expert fees and attorneys' fees.

33. **Effect on Mortgage Financing.** No violation of these restrictions shall defeat or render invalid the lien of any mortgage made in good faith for value as to any unit within the Planned Community but these restrictions shall be enforceable against the owner of any unit in the Planned Community acquired through foreclosure or by deed in lieu of foreclosure.

34. **Effect of Delay and Enforcement.** No delay or omission on the part of the Declarant or the owner of any unit in the Planned Community in exercising any right which arises because of a breach of these restrictions shall be construed as a waiver thereof or acquiescence therein. No right of action shall accrue against the Declarant, nor shall any action be brought or maintained by anyone against the Declarant, because of the failure or refusal of the Declarant to exercise any right it has or may have hereunder, or because of the manner in which the Declarant exercised any rights it has or may have hereunder.

35. **Transfer of Declarant's Rights Under Restrictions.** On the date upon which Declarant conveys title to the last unit that may be created in the Planned Community to a third person, all rights of Declarant hereunder, including but not limited to the right to review and approve plans, shall automatically transfer to Harbor Ridge Gold Community Homeowners' Association (the "Association"), unless such rights shall have been transferred from Declarant to the Association in writing prior to that date.

36. **Term and Amendments.** The foregoing provisions, conditions, restrictions and covenants and each and all thereof shall run with the land and continue and remain in full force and effect at all times and against all persons until December 31, 2018, at which time these restrictions shall be automatically extended for a period of ten (10) years, and thereafter for successive ten-year periods. unless on or before the end of one of such extension periods the authorized representatives of the Association shall record in writing a termination, modification or amendment to these restrictions.

37. **Interpretation of Restrictions.** These restrictions shall be construed

under the laws of the Commonwealth of Pennsylvania. If any of these restrictions are declared to be void, the balance of the restrictions shall survive. These restrictions shall be legally binding upon the heirs, administrators, representatives, successors and assigns of all unit owners of the Planned Community.

IN WITNESS WHEREOF, Woodberry Development, Inc., has caused the foregoing Declaration of Restrictions to be executed by its authorized officers this ____ day of _____, 2000.

WOODBERRY DEVELOPMENT, INC.

B _____ y

John W. Schaefer, President

Attest:

John W. Schaefer, Secretary

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF ERIE :

On this, the ____ day of _____, 2000, before me, a Notary Public, the undersigned officer, personally appeared John W. Schaefer, President and Secretary of Woodberry Development, Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public