

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
TIFFANY'S EQUINE ESTATES

This Declaration of Covenants, Conditions and Restrictions (the "Declaration") is made this _____ day of July, 2005, by Ronald E. Sniegocki (the "Declarant") for Tiffany's Equine Estates.

BACKGROUND:

WHEREAS, Declarant is the equity owner and developer of a certain tract of land located in North Londonderry Township, Lebanon County, Pennsylvania, more particularly described on the drawing attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, in order to provide for the orderly and harmonious development of Tiffany's Equine Estates, Declarant desires to impose upon the lots therein, as covenants running with the land, the conditions, restrictions, easements, limitations, regulations and agreements hereinafter set forth.

NOW, THEREFORE, intending to be legally bound, the Declarant, for himself, and his successors and assigns, hereby declares and imposes the following conditions, restrictions, limitations, regulations, and agreements upon each of the lots in Tiffany's Equine Estates:

ARTICLE I

DEFINITIONS

Section 1. "LOT" shall mean and refer to any plot of land shown as lot upon any recorded subdivision plan for Tiffany's Equine Estates.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of Tiffany's Equine Estates, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation. Person or entities purchasing a Lot pursuant to a recorded installment agreement of sale shall be considered the Owner of the Lot for purposes of this Declaration.

Section 3. "SUBDIVISION PLAN" shall mean and refer to the Final Subdivision Plan for Tiffany's Equine Estates dated _____, 2005 and recorded _____ Book _____, Page _____, together with any subsequent subdivision plans and modifications thereto relating to Tiffany's Equine Estates filed by Declarant.

Section 4. "Tiffany's Equine Estates" shall mean and refer to that certain real property described in Exhibit "A".

Section 5. "DECLARANT" shall mean and refer to Ronald E. Sniegocki, his successors, heirs and assigns.

Section 6. "DEVELOPMENT" shall mean the construction of any residence, driveway, underground utilities, lighting fixtures, equipment, landscaping, or appurtenant structures including patios, walls, fences, walks, recreation courts and swimming pools, as well as any additions or modifications thereto.

ARTICLE II

PLAN SUBMISSIONS

Section 1. Building Plans. Building specifications for Development of a Lot, including any landscape development plans (collectively, "Plan"), together with proof that the same comply, in all respects, with all applicable laws, ordinances, rules and regulations shall be submitted by a Lot Owner for review and Declarant shall respond within 14 days. All Plans shall clearly show design of the dwelling unit and complete development of the Lot, approximate dimensions, all elevations, grade and materials, in adequate detail for review.

Section 2: Modification and Additions to Plans that constitute a significant change and/or additions to the dwelling unit, any appurtenant structure, or landscape development shall be submitted by Applicant for review and comment to Declarant, who shall respond within 14 days.

Section 3. Subsequent Improvements or Modification of Dwelling Unit. No exterior addition to or change in the exterior of any completed dwelling unit, including, without limitation, any substantial change in the landscaping, grade or other feature of the Lot itself (including without limitation, the addition of game courts or a swimming pool), and no additional improvements, including but not limited to fencing, sheds, walls, and the like, shall be made at any time, whether prior to or after completion of the dwelling unit, without the submission by the Owner of the Plans for such addition, modification or change, for review and comment only, to Declarant, no less than sixty (60) days prior to the undertaking of the same. This provision shall apply to the original Lot Owner who constructs the dwelling unit on the Lot and any subsequent Owner of that Lot and dwelling unit.

Section 4: Lot Owner Subject to Local Law. No provision hereof is intended to supersede or replace any law, ordinance, rule or regulation of any governmental body with regard to the erection or use of buildings and other structures on any Lot in the development, and the Owner shall be responsible for compliance therewith in addition to compliance with the terms of the Declaration in undertaking any original Development or subsequent improvement or modification on the Owner's Lot. Any comment or failure to comment on Plans submitted for review to Declaration does not constitute a representation that the Plans are in compliance with any such law, ordinance, rule or regulations, or with this Declaration, and neither Declarant or his agents shall have any liability therefore on in connection therewith.

ARTICLE III

PROTECTIVE COVENANTS

Section 1 Building Requirements.

(a) No buildings or other structures shall be constructed, erected, maintained, used or altered to be used upon any part of any Lot for any purpose other than that of a single-family dwelling unit or an equine structure on Lots 7, 8, and 9. No structure shall exceed two and one-half (2-1/2) stories in height, as measured on the elevation of the structure, which faces the street frontage. All fences must be of wrought iron construction or like construction and painted black or white PVC, may only be behind the dwelling and shall not exceed 2,500 square feet. Equine fencing may be utilized on Lots 7, 8, and 9 as is necessary to contain said animals and shall exclude post and wire, chain link, or split rail fencing. In any event all fencing must be approved by the Architectural Review Board prior to construction.

(b) Any detached structure shall be of compatible design and construction to the dwelling unit, and shall not precede the construction of the dwelling unit. All structures are to be approved by the Architectural Review Board. All detached structures are to be side or rear entered. No carports are permitted.

(c) A private garage, not exceed four cars, may be built on the Lot, so long as it is attached to and made part of the dwelling unit. Any garage shall be of compatible design and construction to the dwelling unit, and shall not precede the construction of the dwelling unit. All garages are to be side or rear entered. No carports are permitted.

(d) No dwelling unit constructed on a Lot may provide for less than twenty-five hundred (2,500) square feet of finished, above grade, heated, living space for all Lots exiting onto Bellegrove Road and the minimum shall be twenty-nine hundred (2,900) square feet for all Lots exiting onto Carson Lane.

(e) All exterior walls of all buildings that face the street upon which the dwelling is constructed must be of natural building material. Roof pitch must be a minimum of six inches (6") per foot (1').

Section 2. Building Completion. Any building or appurtenant structure to be erected upon any Lot shall be completed in accordance with the approved Plans and shall be certified for occupancy within twelve (12) months after commencement of construction. Completion as set forth herein, also requires finished grading and seeding.

Section 3. Building Location. No dwelling unit or porch, bay window or appurtenance to any building shall be erected nearer to the Lot lines than the minimum building setback lines shown on the Subdivision Plan. It shall be the responsibility of the Owner of each Lot to comply with all applicable laws, rules and regulations regarding placement of the dwelling unit within The "building envelope", and the Declarant, by virtue of his review and comment functions set forth herein, shall not have any liability in connection therewith.

Section 4. Land Use.

(a) No Lot may be subdivided at any time.

(b) All excess earth excavated within the boundaries of a Lot which is not needed by the Lot Owner for developing the Lot must be removed from the development.

(c) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a dwelling unit, either temporarily or permanently.

(d) The landscape development of the individual Lot and the area between the right-of-way and the edge of the paved roadway along all street frontage shall be developed and maintained as part of the landscape development surrounding the dwelling unit. Such landscaping shall be maintained and pruned regularly by the Lot Owner to provide an aesthetically pleasing environment and to aid in maintaining the rural character of the area and protecting the health and Safety of the inhabitants of the neighborhood. All lawn areas, including the area in the right-of-way along the Lot frontage, shall be mowed and kept free and clear of weeds at all times by the Owners of each Lot. No healthy tree over twelve inches (12") in diameter shall be removed from the Lot frontage, except where the removal of such tree may be necessary for purposes of installation of driveways, septic systems and similar features on the Lot.

(e) All exterior lighting shall be constructed and installed such that it does not illuminate any neighboring Lots. Free standing lights over twelve feet (12') in height are prohibited.

(f) Driveways shall be paved within ninety (90) days of the first occupancy of the dwelling unit. All driveways shall be of concrete, brick, bituminous surface or equivalent.

(g) Game courts for tennis, paddle tennis, basketball, or any other game shall not be located within the front yard areas and shall be no closer to property lines than is permitted for a building.

(h) Swimming pools shall not be located within the front yard areas and shall be no closer to property lines than is permitted for a building. All swimming pools must be of a permanent type of construction and must be constructed substantially below grade so as to qualify as what is commonly referred to as an "in-ground" or "below-ground" pool. Fence must be wrought iron and painted black.

(i) All mailbox posts and entry pillars are to be approved by the Architectural Review Board.

(j) No recreational vehicles, trailers, boats, flatbeds, business trucks or motorcycles shall be parked on any part of any Lot except those vehicles temporarily on such Lot for purposes of servicing such Lot and/or the structures thereon, or except those vehicles parked in a proper garage. Pick-up trucks without advertisement and owned by the Lot Owner are permissible. The use of outside storage of snowmobiles and mini-bikes is prohibited.

(k) Dish-type satellite reception antennas over 21" in diameter, independent antenna towers, and short-wave wire-type antennas are prohibited.

(l) Exterior laundry drying facilities including, but not limited to, posts and lines, racks and rotating type equipment are prohibited in the front and side yard areas.

(m) Lots which have been sold, but have not been developed, shall be maintained by the individual Lot Owner in a condition similar to the unsold and developed Lots. No weeds or obnoxious usages shall be allowed on these Lots.

(n) There shall be no billboards or any objectionable structure erected, or maintained upon any Lot. However, this does not exclude the use of customary small residential signs for identification, not exceeding two (2) square feet in size, and temporary real estate signs not exceeding six (6) square feet. Excluded from this restriction are signs erected or maintained by Declarant, his successors and assigns.

(o) With the exception of equine animals on Lots 7, 8, and 9 except those commonly recognized as domestic pets, provided they are not maintained or bred for commercial purposes. Such pets may not exceed more than two (2) and must be maintained so that offensive odors or noise will not be apparent to adjoining property owners. Dogs may not be housed outdoors or allowed to remain outdoors at night and must also be controlled to prevent roaming, doing any damage to other properties or to persons within the development, or any other damage whatsoever.

(p) Garbage, rubbish and trash are to be picked up on a weekly basis by an appropriate trash collection enterprise, and may not be burned, buried or otherwise disposed of on any Lot at any time. No garbage or trash container or receptacle shall be located in front or side yards or at the street line for more than a 24-hour period. No junked or abandoned automobiles shall be kept on any Lot. An automobile or other vehicle shall be considered "abandoned" if it does not have a valid, current State Registration Plate and Inspection Sticker.

(q) No outside burning of any items shall be permitted at any time.

(r) Parking of any vehicles on the road identified as "Carson Lane" on the approved subdivision plan shall be prohibited at all times.

(s) No noxious, dangerous or offensive activity shall be carried on or permitted upon any Lot, nor shall anything be done or permitted thereon which may be or may become an annoyance or nuisance to the inhabitants of the neighborhood.

(t) Each individual Lot Owner shall be solely responsible for and shall pay the cost to repair any and all damage caused to Carson Lane by or as a result of the acts of such Owner, or individuals acting for or on his or her behalf, during the construction of a dwelling house on his or her Lot, as well as for the cleaning of mud, dirt or debris deposited or tracked onto Carson Lane from his or her lot as a result of such construction, or of any additional development, landscaping, maintenance or repair occurring on his or her Lot. Such cleaning shall be performed promptly and on a daily basis, as needed.

Section 5 Utilities

(a) No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards, and recommendations of the Pennsylvania Department of Environmental Resources ("PADER").

(b) No individual sewage disposal system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of PADER and any other applicable Federal, State, or local statutes or regulations.

Section 6 Easements

(a) Certain Lots are subject to easements for utility distribution systems and/or to provide storm drainage. The location of such easements is depicted on the Subdivision Plan.

(b) Notwithstanding any other provision in this Declaration, for so long as the Declarant, its successors, assigns, employees, agents, contractors and other persons acting by, through, under or on behalf of the Declaration, are engaged in the development or improvements of any of the Lots, such persons shall have any easement of ingress, egress and use of the Lots for (1) movement and storage of building materials and equipment, (2) erection and maintenance of directional and promotional signs and signage, and (3) conduct of sales and promotional activities.

(c) Declaration reserves an easement and right on, over and under the Lots to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance of the Lots. Declarant shall give timely notice of intent to take such action to all affected Lot Owners, unless, in the opinion of the Declarant, an emergency exists which precludes such notice.

Section 7 Conflict with Zoning Ordinance. All provisions of this Declaration are limited by the North Londonderry Township Zoning Ordinance (the "Zoning Ordinance"). If the Zoning Ordinance is in conflict with any provision of this Declaration, the provisions of the Zoning Ordinance shall prevail. If the provisions of this Declaration are more limiting than the Zoning Ordinance with respect to any particular provision, the provisions of the Declaration shall prevail.

ARTICLE IV

GENERAL PROVISIONS

Section 1. The provision herein contains shall run with the land and shall inure to the benefit of and be enforceable by Declarant, the Owner of any Lot bound by these provisions, as well as by each of their respective legal representatives, heirs, and assigns.

Section 2. Declarant and the Owner of any Lot shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declaration or the Owner of any Lot to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

Section 3. Declarant, his successors and assigns, shall not be responsible for the default of any Lot Owner, nor obliged to enforce compliance with any provisions herein, in the event of a default of such Lot Owner.

Section 4. The invalidity of any one of the covenants or restrictions contained herein by Order of Court or otherwise shall in no way effect any other provisions, which shall remain in full force and effect.

Section 5. This Declaration may only be amended in writing at any time upon the concurrence of a minimum of two-thirds (2/3) of the Lot Owners and the Declarant.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions of Tiffany's Equine Estates has been executed by the Declarant the day and year first above written.

Witness:

"Declarant"

Ronald E. Sniegocki

COMMONWEALTH OF PENNSYLVANIA:

: SS

COUNTY OF LEBANON

:

On this, the _____ day of _____, 2005, before me a Notary Public in and for said county and state, personally appeared Ronald E. Sniegocki, 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 have hereunto set my hand and notarial seal the day and year aforesaid.

Notary Public

Pleas of Lebanon County, Pennsylvania, and each party consents to such venue and the court's personal jurisdiction over each party.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

"BUYER"

Witness/Attest

Witness/ Attest

"SELLER"

Witness

Ronald E. Sniegocki

Witness

Ronald N. Stuber

Witness

Suzanne M. Stuber