

# Cranberry Hill Corporation

## Penn Estates – Stroud Township

### Declaration of Protective Covenants and Restrictions

This conveyance is expressly under and subject to the hereinafter set forth covenants, charges, reservations, conditions and restrictions and shall apply to all lots plotted for single family residential dwellings but not to other lands of the Grantor.

1. The premises to be conveyed shall be used for single family residential purposes only. No building shall be erected, placed or permitted to remain on the premises other than one detached single-family dwelling, not to exceed two and one-half stories in height, and a private garage for not more than three cars, which garage shall be attached to the dwelling. The dwelling must contain a minimum of 1,175 square feet of living space.
2. No building may be constructed or occupied on any lot of the subdivision before the sewage system and the water system serving the lot are constructed and operating.
3. No building, structure, or fences shall be erected upon the premises hereby conveyed without first obtaining the approval in writing, of the Grantor, as to location, elevation, plan and design. Any exterior structure or construction must be completed within six months after same is started.
4. Grantor shall establish and operate an Architectural Review Board. This Board shall review all improvements, structures, alterations or adjustments by property owners prior to commencing work. Approval shall be granted to property owners only upon written application in the form prescribed by the Board along with the fees as prescribed by the Board.
5. Any building erected on the premises shall be subject to all governmental regulations relative to construction, in addition to the covenants, easements, reservations, charges and conditions herein contained. In the event of a conflict of the provisions of these covenants with any local subdivision or zoning ordinances, the more restrictive of the two shall apply.
6. The premises hereby conveyed are under and subject to the following minimum building setbacks: 35 feet for front yard, 50 feet for rear yard and 20 feet for each side yard, except as my specifically be set forth on the plan of record. If the premises hereby conveyed constitute a corner lot, it is under and subject to a sight of roadway easement over a triangle the legs of which are 50 feet measured along the street right-of-way lines from their point of intersection, or as noted on the recorded plot plan.
7. Permanent easements for drainage and utilities are established for each lot 5 feet inside and alongside lot lines, 10 feet inside and along rear lot lines and 10 feet inside and along front lot lines, unless otherwise noted on the plans.
8. Grantor, its successors, and assigns, reserves the right to utilize those portions of the premises not indicated as residential lots on the recorded plot plan for purposes of permanent easements for the installation and maintenance of utilities and drainage facilities, said easements to be under and subject to the original uses set forth on the recorded plot plan.
9. The keeping of poultry or animals other than those classified as family pets, viz, dogs, cats, and caged birds, shall be prohibited.

10. Grantor grants and conveys to Grantee the right of ingress, egress, and regress to and from Grantor's lot over and upon that portion of Grantor's land shown as streets on the recorded plot plans.

11. The Grantees, their heirs, executors, administrators, successors, or assigns agree to pay the Grantor, its successors or assigns, such annual fees for maintenance of roads and recreational facilities which may be assessed from time to time. Grantees, their heirs, executors, administrators, successors or assigns agree to pay to Grantor, its successors, or assigns, a one-time road assessment of \$1,900.00, in addition to the annual fees set forth within. This assessment may be paid in monthly installments of up to 24 months, interest free; but must be paid in full prior to the issuance of a building permit for construction hereunder.

12. Grantees, their families and guests, have the right to use in common with Grantor, its successors and assigns, such recreational facilities which may be established throughout Penn Estates development, subject to such annual fees that may be levied and subject to the Grantee having paid in full the aforementioned annual fees.

13. Title to the recreational facilities and roads shall remain in Grantor, its successors and assigns. Grantor reserves the right to transfer such facilities and/or roads to the Penn Estates Property Owners Association or to dedicate the said roads or any portion thereof to Stroud and/or Pocono Township.

14. Except as permitted by the Architectural Review Board, no person, except Grantor, shall erect and maintain upon any lot or improvement any sign or advertisement. The Grantee agrees to remove any signs within five days after notice from the Grantor and in the event same are not removed within five days, the Grantor reserves the right to enter onto the premises hereby conveyed, for the purpose of removing such signs, and the Grantee agrees to pay the reasonable cost of said removal and subsequent storage of same.

15. All garbage, trash and rubbish shall be kept in sanitary containers at all times, and promptly removed. No unlicensed or unregistered motor vehicles or farm implements shall be permitted on the premises or on any of the roads herein. No junk, building materials, clotheslines or similar apparatus or other items that would tend to degrade the development shall be kept on the premises. The Grantee agrees to remove any such items within five days after notice from the Grantor and in the event same are not removed within five days, the Grantor reserves the right to enter onto the premises hereby conveyed, for the purpose of removing any of said items and the Grantee agrees to pay the reasonable cost of said removal, and subsequent storage of same if required.

16. No tent, trailer, mobile home, or temporary type of structure of any kind shall be placed or used upon any part of the premises hereby conveyed at any time. The Grantee agrees to remove any such tent, trailer, mobile home or temporary structure within five days after notice from the Grantor and in the event same are not removed within five days, the Grantor reserves the right to enter onto the premises hereby conveyed, for the purpose of inspecting and/or removing any of said objects, and subsequent storage of same if required. The parking, as opposed to usage, of licensed recreational vehicles shall not be construed to be in violation of this article.

17. No open fires shall be started without a written permit from the Grantor, and any other municipal permit as may be required.

18. Grantees shall not clear the lot of brush or trees or do any burning of any nature whatever, except after having first obtained the approval of the Grantor in writing. Such approval must specify the times and manner in which such clearing or burning shall be done. All other municipal permits as may be required shall also be obtained.

19. No excavation shall be made on the premises except for the purpose of building thereon and only at the time when building operations are to commence. No earth or sand shall be removed from the premises except as part of such excavation without the written consent of the Grantor.

20. Firing of guns of any kind is prohibited at all times on the premises hereby conveyed, and on the premises of which this lot as a part, except in areas specifically reserved that purpose if any.

21. The Grantee is hereby granted the privilege of boating, swimming, fishing and ice skating in the lakes of the Grantor. None of the forgoing activities are to be engaged in for any commercial purposes whatever and all such privileges are under and subject to payment by Grantee of such fees as are set forth in the within covenants and restrictions.

22. Only boats, canoes or watercraft propelled by oars, sails or paddles shall be permitted upon the waters of said lakes. No motorboats of any description shall be permitted upon the waters of said lakes.

23. Grantees, their heirs or assigns, agree to pay such charges as may be established and levied by the Grantor or its assigns for water and sewer including but not limited to stand-by fees, user fees, and annual service fees.

24. Water and sewer hookups will be done only by Grantor or an approved contractor, with the cost to be borne by Grantee.

25. A water meter, pressure relief valve and shut off, as approved by Grantor, shall be installed by Grantee upon hookup to water line.

26. The minimum sizes of piping for Grantee hookup to water and sewer lines will be as follows: sewer line-not less than four (4) inches, water line – not less than three-quarters (3/4) inch.

27. No ground water or storm water from roofs, yards or other sources will be discharged into the sanitary sewer system.

28. Grantee shall keep water and sewer services, drainage ditches and swales located on his premises free and unobstructed and in good repair and shall provide and install in and on his premises such culverts for driveways as may be reasonably required by the Grantor. If Grantee violates this covenant, he shall, after five (5) days written notice to do so, correct the offending condition and upon failure to comply with such direction from Grantor, Grantor has the unrestricted right to enter onto the premises and effect the correction and to do so repeatedly as often as any violation occurs. Grantee hereby releases Grantor and any agent, servant or employee of Grantor from any and all liability for any such entry and correction.

29. Grantee shall construct and maintain, on his premises, a drywell for storm water collection from roof downspouts, sump pumps and other storm water conduits incidental to dwelling improvements. The Architectural Review Board, hereinbefore described, shall review the adequacy of all drywells for the improvements proposed.

30. The central water and sewer systems which service the development are operated by Stroud Water Company and Penn Utility Company respectively, which companies are the holders of certificates of public convenience from the Pennsylvania Public Utility Commission. Rates for the services are governed by tariffs as approved by the Public Utility Commission. The Grantor and its assigns have the unrestricted right to enter upon the premises and inspect and protect any utility service that may violate the utility use. Grantee hereby

releases Grantor and any agent, servant or employee of Grantor from any and all liability for any such entry and work performed thereon.

31. The premises herein conveyed shall not be conveyed by Grantee without first granting Grantor, his heirs, successors and assigns the right to first purchase the premises in an amount equal to the highest bona fide offer. Grantee shall give written notice of said offer to Grantor, his heirs, successors and assigns, the Grantor, his heirs, successors and assigns shall have thirty (30) days to accept said bona fide offer. This right shall be binding on all successive Grantees.

32. Failure to enforce promptly any of the above provisions shall not be deemed a waiver of the right to do so thereafter, and the invalidation of any of the above provisions by decision of any competent court shall in no way affect any of the other provisions, which shall remain in full force and effect.

33. All lots are under and subject to such additional restrictions, covenants and easements as may appear on the recorded plans on file in the Recorder of Deeds Office.

34. The provisions of this instrument shall bind the Grantor and the Grantee and their respective successors, heirs, executors, administrators and assigns.