

**SAND SPRINGS COMPANY**  
**SINGLE FAMILY LOT DECLARATION**

THIS DECLARATION is made this 7<sup>th</sup> day of November, 2000 by SAND SPRINGS COMPANY, a Pennsylvania corporation, with a principal place of business at 4 Brookhill Road, Conyngham, Luzerne County, Pennsylvania 18219 (hereinafter called the "Declarant").

**Background**

The Declarant has created a plan unit development located in Butler Township, Luzerne County, Pennsylvania, known as Sand Springs (the "Development"). The Declarant on March 24, 1998 caused a declaration to be recorded in Luzerne County Deed Book 2634 at Page 1093, in the Office of the Recorder of Deeds of Luzerne County, Pennsylvania (the "Master Declaration") regarding the creation of a certain Master Association for the purpose of maintaining the common elements located or to be located in the Development, as well as providing for other matters. Declarant also intends to record for each Village within the Development, wherein Multifamily Dwellings Units will be erected, a declaration for each such Village regarding the creation of Homeowners Associations to manage the common elements and other matters within such Village. The Declarant also intends to construct the Development in Phases. If the Development is completed as currently planned, it will consist of 437 Single Family Dwelling Lots (hereinafter collectively referred to as "Single Lots" or individually as "Single Lot"), 275 Multifamily Dwelling Units, a golf course and clubhouse, possibly a swimming pool and/or tennis courts, and a motel and restaurant. As of this date, the Declarant has caused a final plan of Phase 1-A of the Development to be recorded in Luzerne County Map Book 115 at Pages 10 - 27, in the Office of the Recorder of Deeds of Luzerne County. The purpose hereof is to establish certain conditions and restrictions upon the Single Lots to be created and sold within the Development.

**NOW THEREFORE**, the following conditions and restrictions are hereby made by the Declarant as concerns all Single Lots within the Development of Sand Springs.

1. The purchaser of a single family lot shall enter into a construction contract within two (2) years of the date of the purchase of their property within the development of Sand Springs and failure to comply with this provision will give the developer at any time following said two (2) years, the exclusive option to repurchase said lot at the original purchase price plus the buyers original recording expenses. If the purchaser intends to resell the unimproved lot at any time following purchase, the option to repurchase as set forth in this paragraph shall constitute a right of first refusal to purchase the said unimproved lot at the value established in a viable Agreement of Sale tendered to the lot owner, the purchaser is to provide seven (7) days notice from the date of receipt, to the Declarant setting forth a copy of the aforementioned Agreement of Sale with language acknowledging the Declarant, Developer, first right of refusal.

2. The Declarant has developed and maintains a list of approved builders. The approved builders list is available upon request for review. Only an approved builder can build within the development unless written agreement to the contrary is obtained. The approved builder list may be amended from time to time at the sole discretion of the Declarant. A purchaser or owner of a single family lot may present for consideration a builder not on the approved list for review by the Declarant for the status of an approved builder, which the Declarant reserves the absolute right, within its sole discretion, to approve or deny any builder presented for consideration to the status of an approved builder.

3. No building, fence, wall, or other structure to be erected on any lot designated for residential use for single-family lot sites shall be commenced, erected, or maintained upon a single lot within the development, nor shall any exterior addition to or change or alteration therein be made until the following provisions are complied with:

-2-

RECORDER OF DEEDS  
LUZERNE COUNTY  
PENNSYLVANIA  
INSTRUMENT NUMBER  
5355573  
RECORDED ON  
Dec 18 2000  
2:56:34 PM  
LUZERNE COUNTY RECORDING FEE \$22.00  
LUZERNE COUNTY ARCHIVES FEE \$1.00  
LUZERNE COUNTY ARCHIVES FEE \$1.00  
LUZERNE RECORDER'S ARCHIVES FEE \$24.50  
JTAL

BOOK 2740 PAGE 665

(a) The plans and specifications showing the nature, kind, shape, height, materials, and location of the same, shall have been submitted to and approved in writing by the Declarant, its successors or assigns, including but not limited to the Master Association of Sand Springs, or by any existing architectural committee created by the Declarant or the Master Association. Such approval may be withheld for purely aesthetic reasons. If the plans shall not have been approved or disapproved within fourteen (14) days after said plans and specifications have been submitted for approval, or in any event, if no suit to enjoin the addition, alternation, or change has been commenced prior to the completion thereof, approval will not be required; and

(b) Each single family dwelling shall have no less than a two car garage constructed as part of the same and attached thereto. A one story dwelling or structure shall have no less than 2,000 square feet of area exclusive of the two car garage. A two story dwelling or structure shall have no less than 2,000 square feet of area exclusive of the two car garage, and the two car garage shall be constructed underneath any bi-level dwelling or structure. The construction of any initial building or structure on said premises shall not be commenced without the prior written approval of the declarant; and

(c) Have a height of no more than two and one-half stories above ground; and

(d) Be completely constructed or finished within one (1) year from the date of commencement of construction thereof; and

(e) After initial construction, have no addition which alters the height of said structure, the area of the same or the use thereof added thereto; provided, however, that such prohibition as to area shall not be deemed to apply to any additions which add up to 20% of additional floor area, without first obtaining the written consent of the Declarant, its successors or assigns, and such addition shall not violate any regulations or ordinances of Butler Township or any other restrictions specified herein; and

(f) Prior to occupancy all driveways shall be paved and the grading and seeding of the lot shall be completed.

4. No outbuildings or garage, other than those incidental to residential use or the storage of automobiles, recreational vehicles or boats, shall be allowed on any Single Lot and all such permitted outbuildings, incidental to residential use or the storage of automobiles, recreational vehicles, or boats, shall be of a height of no more than one story. A swimming pool or a tennis court, incidental to residential use may also be permitted on a single lot. However, no such improvements will be permitted unless the type, design, location, landscaping, fencing, and construction specifications, including the exterior color, of any garage, swimming pool, tennis court, or other building will be permitted unless submitted to the Declarant for approval, and the construction of said improvement must be in strict accordance with the terms of written permission as given by the Declarant prior to such construction, specified in paragraph 3 (a) hereof.

5. No signs of any nature whatsoever, except those hereinafter specified, shall be displayed to the public view. The following signs shall be permitted; a sign designating the name of the owner of the single family residential dwelling and/or the dwelling number, one sign of not more than six square feet advertising the Single Family Lot, being improved or unimproved, for sale, resale, or rent, or a sign used by a builder to advertise the Single Lot during the period of construction.

6. The developer shall determine location, color, size, design, and lettering and all particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes in order that the area be strictly uniform in appearance with respect thereto.

7. No object or thing shall be used upon a Single Lot which creates noise, smoke, odor, soot, or vibrations in such a manner as to disturb any owner of lawful use of any Single Lot or any other land and/or use or other owner in the Development.

8. No structure of a temporary nature, house trailer, recreational vehicle, tank, shack, garage, barn, or other outbuilding shall be used on any Single Lot or any other property within the Development at any time as a residence either temporarily or permanently.

9. No commercial vehicles may be parked overnight and no boats, trailers, campers, mobile homes, recreational vehicles (RV's), or trucks may be parked in any driveway of a Single Lot or on any other exterior portion of a Single Lot other than in an appropriate outbuilding or garage constructed for the purposes specified in Paragraph 3 hereof. No unlicensed and/or unregistered vehicles are permitted on the property.

10. No television antenna or satellite dish, or any other reception device, greater than eighteen (18") inches in diameter, shall be erected or maintained upon a Single Lot or any structure erected thereon which is visible from the street in front of said Single Lot.

11. No fence shall be erected in the front of or side of any building erected on said lot. Fences can be constructed on the rear of said lot extending from the rear of the building, and open fences for landscaping and lot corner designation can be erected following written submission to and approval by the Developer.

12. No animals, insects, birds, or fowl shall be kept or maintained on any part of the Single Lots, except dogs, cats, pet birds, and other domestic animals, which may be kept thereon in reasonable numbers as pets for the pleasure and use of the occupants but not for any commercial use or purpose. Pets must be kept under the direct control of the owners when they are outside of a permitted improvement and shall not become a nuisance to other residents of the Development. Birds shall be confined to cages at all times.

13. Single family residential dwellings, as long as their primary use is residential, may have, in a portion thereof, a professional office, for the resident owner, but only after such accessory medical, dental, legal, accounting, or the like office use has been approved by Declarant.

and by the Board of Directors of the Master Association established for the Development, pursuant to the Master Declaration.

14. The owners of the Single Lots shall park their automobiles on their respective Single Lot and not on the streets of the Development.

15. No Single Lot shall be re-subdivided unless such resubdivision is approved by the Declarant, its successors or assigns, the Township of Butler and any other governmental body having jurisdiction. Declarant, however, reserves the right to convey to any owner of a Single Lot a contiguous tract of ground consisting of a second Single Lot or a portion of an adjacent Single Lot or Lots, for purposes of erecting thereon one detached single family residential dwelling, in which case the term Single Lot as used herein shall be taken to apply to the entire area of such Lots so conveyed.

16. No Single Lot shall be used or maintained as a dump for rubbish, garbage, trash, or junk. Trash, garbage, or rubbish or other waste shall not be kept on any Single Lot except in sanitary containers.

17. All requirements and restrictions specified in Paragraph 3 hereof shall be enforceable only by Declarant, its successors and assigns, for a period of the (10) years from the date hereof and thereafter, all conditions and restrictions specified in Paragraph 3, shall be enforceable either by the owner of a Single Lot or by Declarant. For the purpose of this paragraph, the successors and assigns of Declarant shall be business successors and assigns of such corporation, or the Master Association established to own the common Elements located within the Development, but shall not include any purchasers of Single Lots.

18. (a) This Declaration, unless otherwise specifically provided herein, shall be considered a covenant running with the land and shall be binding upon and shall inure to the benefit of the Declarant, its successors and assigns, including but not limited to the Master Association to be established for the Development, pursuant to the Master Declaration and all

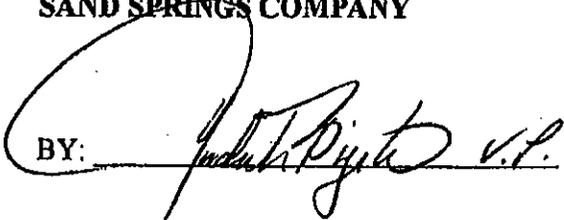
owners of Single Lots within the Development from time to time, and their respective heirs, administrators, successors, and assigns.

(b) In the event any covenant, condition, reservation, or restriction is found to be invalid or illegal, in whole or in part, by any authority or court of competent jurisdiction, then such covenant, condition, reservation, or restriction held to be invalid or illegal shall be given no effect, but all other covenants, conditions, reservations, and restrictions, shall remain full force and effect.

(c) The waiver of any breach of the covenants, conditions, reservations, and restrictions contained herein by Declarant or any other owner of a Single Lot, shall not be construed as a waiver of such breach or acquiescence of such breach in future and Declarant reserves for itself and all owners of Single Lots the right to enforce future breaches of said covenants, conditions, reservations, and restrictions and any continuing breaches thereof. Provided, however, there shall be no right of action against Declarant for failure to bring an action on account of any breach of the covenants, conditions, reservations, and restrictions set forth herein.

Executed the day and year first above written.

SAND SPRINGS COMPANY

BY:  v.p.

ATTEST:

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COMMONWEALTH OF PENNSYLVANIA :

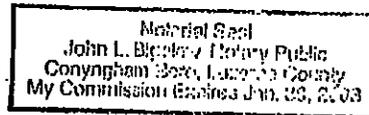
: ss.

COUNTY OF LUZERNE :

On this 7th day of November, 2000 before me, a notary public, the undersigned officer, personally appeared Gordon L. Bigelow, who acknowledged himself to be the Vice President of Sand Springs Company, a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

John L. Bigelow  
NOTARY PUBLIC



ssc2 a:sfid1 pl

BOOK 2740 PAGE 671

-8-

CERTIFIED PROPERTY IDENTIFICATION NUMBER

MUNICIPALITY Butter Twp

PIN: Map P8 Block 1 Lot 1-2H-

TRANSFER \_\_\_\_\_ DIVISION \_\_\_\_\_

Date 12-18-00 A. Karsal  
Mapping Clerk

CERTIFIED PROPERTY IDENTIFICATION NUMBER

MUNICIPALITY Butter Twp

PIN: Map P7 Block 1 Lot 6A-6B

TRANSFER \_\_\_\_\_ DIVISION \_\_\_\_\_

Date 12-18-00 A. Karsal  
Mapping Clerk

Recorded in the office to: Recording of Deeds,  
& c. in and for Luzerne Co: Pennsylvania,  
in Deed

Book No. 2740 Page 664  
Witness my hand and seal in office this 18th  
Day of December A.D. 20 00

Mary K. Omsler Recorder

BOOK 2740 PAGE 672

AMENDED SINGLE FAMILY LOT DECLARATION  
FOR SAND SPRINGS GOLF COMMUNITY

THIS AMENDED SINGLE FAMILY LOT DECLARATION is made this  
7<sup>th</sup> day of *August*, 2002 by SAND SPRINGS DEVELOPMENT  
CORP., its successors and assigns, (the "Declarant");

WHEREAS, Declarant is the successor to SAND SPRINGS COMPANY  
pursuant to an Assignment of Declarant's rights dated *March 18*, 2002; and

WHEREAS, SAND SPRINGS COMPANY did cause to be prepared and filed a  
Single Family Lot Declaration ("Declaration") recorded in Record Book 2740, Page 664  
for the SAND SPRINGS GOLF COMMUNITY situate in the Township of Butler,  
County of Luzerne, Commonwealth of Pennsylvania; and

WHEREAS, Declarant desires to amend certain provisions of the Declaration to  
enhance and preserve the aesthetic character of the single family lot community.

NOW THEREFORE, intending to be legally bound hereby, declarant agrees as  
follows:

1. Paragraph 1 shall be deleted and replaced with the following paragraph:

The purchaser of a single family lot shall enter into a construction contract  
with SAND SPRINGS BY TUSKES HOMES, INC. simultaneously with the Lot  
Purchase Agreement. The purchaser of a single family lot shall commence construction  
no later than two (2) years from the date of purchase of their property and failure to  
comply with this provision will give the Declarant at any time following said two (2)

years, the exclusive option to repurchase said lot at the original price plus the Buyer's original recording expenses. In the event the purchaser intends to resell the unimproved lot at any time following purchase, the option to repurchase as set forth in this paragraph shall constitute a right of first refusal to purchase the said unimproved lot at the value established herein in a viable Agreement of Sale tendered to the lot owner by the Declarant. In the event a purchaser has not commenced construction within seventy (70) days after execution of the Lot Sale and Construction Agreements, purchaser shall be subject to an automatic two (2%) percent increase on the total construction cost for the dwelling to compensate builder for any increase in labor and material costs.

2. Paragraph 2 shall be deleted and replaced by the following paragraph:

**SAND SPRINGS BY TUSKES HOMES, INC.** shall be sole and exclusive builder for all homes constructed on single family lots unless otherwise determined by the Declarant.

3. Paragraph 3(b) shall be amended to provide that a one story dwelling or structure shall have no less than 1,700 square feet of area exclusive of the two car garage. A two story dwelling or structure shall have no less than 1,800 square feet of area exclusive of the two car garage, and the two car garage shall be constructed underneath any bi-level dwelling or structure.

4. Paragraph 4 shall be amended to prohibit above ground pools on any single family lot.

5. Paragraph 17 shall be deleted and replaced with the following:

All requirements and restrictions specified in paragraph 3 hereof shall be enforceable only by Declarant, its assessors and assigns, for a period of ten (10) years from the date of this Addendum or until such time that Declarant has conveyed the last single family dwelling lot in the **SAND SPRINGS GOLF COMMUNITY**, which ever shall first occur. Thereafter, all conditions and restrictions specified in paragraph 3 shall be enforceable either by the owner of a single lot or by Declarant. For the purpose of this paragraph, the successor and assigns of Declarant shall be business successors and assigns of such corporation, or the Master Association established to own the common elements located within the development, but shall not include any purchasers of single family lots.

6. At the time purchaser enters into a Single Family Lot Purchase Agreement together with the Construction Agreement, purchaser shall deposit the sum of **TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS** on the Construction Agreement. In the event purchaser has not commenced construction within two (2) years of the date of the Construction Agreement, purchaser shall forfeit its **TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS** construction deposit and Declarant may exercise its right of first refusal set forth in paragraph 1 hereof. In the alternative, in addition to forfeiting its **TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS** construction deposit, purchaser hereby grants Declarant the right to act as the exclusive marketing agent to sell purchaser's lot to a third party customer of Declarant for the purchase price as set forth in paragraph 1 hereof.

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Lehigh ) SS.

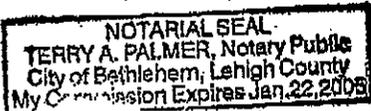
ON THIS 7<sup>th</sup> day of August A.D. 2002, before me, the

subscriber, a Notary Public in and for the said Commonwealth and County, personally appeared, CHARLES M. TUSKES who acknowledged himself to be the President of SAND SPRINGS DEVELOPMENT CORP., a Pennsylvania corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as President.

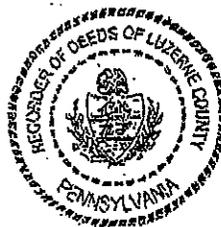
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Terry A. Palmer

Notary Public  
My Commission Expires



REC Book 3002 Page 204083



I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of Luzerne County, Pennsylvania

Mary K. Dysleski

MARY K. DYSLESKI  
RECORDER OF DEEDS

RECORDER OF DEEDS  
LUZERNE COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
5457460

RECORDED ON

AUG 20, 2002

2:41:04 PM

BOOK: REC/3002

PAGE: 204079

Total Pages: 5

LUZERNE COUNTY RECORDING FEE	\$15.00
% WRIT TAX	\$0.50
LUZERNE COUNTY ARCHIVES FEE	\$2.00
LUZERNE RECORDER'S ARCHIVES FEE	\$3.00
TOTAL	\$20.50

**SECOND AMENDED SINGLE FAMILY LOT DECLARATION  
FOR SAND SPRINGS GOLF COMMUNITY**

**THIS SECOND AMENDED SINGLE FAMILY LOT DECLARATION** is made this \_\_\_\_\_ day of June, 2003 by **SAND SPRINGS DEVELOPMENT CORP.**, its successors and assigns, (the "Declarant");

**WHEREAS**, Declarant is the successor to **SAND SPRINGS COMPANY** pursuant to an Assignment of Declarant's rights dated March 18, 2002; and

**WHEREAS**, **SAND SPRINGS COMPANY** did cause to be prepared and filed a Single Family Lot Declaration ("Declaration") recorded in Record Book 2740, Page 664 for the **SAND SPRINGS GOLF COMMUNITY** situate in the Township of Butler, County of Luzerne, Commonwealth of Pennsylvania; and

**WHEREAS**, Declarant did cause to be prepared and filed an Amended Single Family Lot Declaration ("Amended Declaration") recorded in Record Book 3002, Page 204079 for the **SAND SPRINGS GOLF COMMUNITY** situate in the Township of Butler, County of Luzerne, Commonwealth of Pennsylvania; and

**WHEREAS**, Declarant desires to amend certain provisions of the Declaration and Amended Declaration to enhance and preserve the aesthetic character of the single family lot community.

**NOW THEREFORE**, intending to be legally bound hereby, Declarant agrees as follows:

1. Paragraph 4 of the Declaration shall be amended to include the following language:

Specifically pertaining to outbuildings and sheds, the following regulations shall apply.

1. Maximum size - 175 square feet.
2. Exterior colors shall match the colors of the residential dwelling.
3. Metal outbuildings or sheds shall be prohibited.
4. The owner of a Single Lot shall submit a plot plan to Declarant depicting the location of the existing dwelling, driveway, proposed location of outbuilding or shed, the materials to be used, and any other relevant information required by the Declarant. This plan shall be prepared by a professional engineer or professional land surveyor and shall contain the signature of such professional engineer or professional land surveyor. The plot plan shall be submitted with a fee of Seventy-Five Dollars (\$75.00) payable to the Sand Springs Homeowners Association. The Sand Springs Homeowners Association shall have a period of two (2) weeks to review the plot plan and advise the Single Lot owner of its decision. In the event Declarant approves the design and location of the proposed outbuilding or shed, Single Lot owner shall obtain the required permit from Butler Township prior to installing same.

- 5. The outbuilding or shed shall be located in the rear of the property, however, shall be located more than twenty-five (25') feet from the rear lot line.
- 6. In no event, shall an outbuilding or shed be located within any easement affecting the property.
- 7. This provision shall be subject to any and all provisions set forth in the Master Declaration of Covenants, Easements, Conditions and Restrictions of Sand Springs Golf Community recorded in Record Book 2626, Page 995, in the Luzerne County Recorder of Deeds Office.

2. In all other respects, not in conflict with the Single Family Lot Declaration and Amended Single Family Lot Declaration, the Single Family Lot Declaration and Amended Single Family Lot Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Charles M. Tuskes, President of Sand Springs Development Corp. ("Declarant") has executed this Second Amended Single Family Lot Declaration this \_\_\_\_\_ day of June, 2003.

ATTEST:

\_\_\_\_\_

**SAND SPRINGS DEVELOPMENT CORP.**

By: \_\_\_\_\_  
**CHARLES M. TUSKES, PRESIDENT**

**COMMONWEALTH OF PENNSYLVANIA)**

**COUNTY OF**

) **SS.**  
)

**ON THIS** \_\_\_\_\_ day of \_\_\_\_\_ " \_\_\_\_\_ A.D. 2003, before me, the subscriber, a Notary Public in and for the said Commonwealth and County, personally appeared, **CHARLES M. TUSKES** who acknowledged himself to be the President of **SAND SPRINGS DEVELOPMENT CORP.**, a Pennsylvania corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as President.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

**SECOND AMENDED SINGLE FAMILY LOT DECLARATION  
FOR SAND SPRINGS GOLF COMMUNITY**

9<sup>th</sup> THIS SECOND AMENDED SINGLE FAMILY LOT DECLARATION is made this day of June, 2003 by SAND SPRINGS DEVELOPMENT CORP., its successors and assigns, (the "Declarant");

WHEREAS, Declarant is the successor to SAND SPRINGS COMPANY pursuant to an Assignment of Declarant's rights dated March 18, 2002; and

WHEREAS, SAND SPRINGS COMPANY did cause to be prepared and filed a Single Family Lot Declaration ("Declaration") recorded in Record Book 2740, Page 664 for the SAND SPRINGS GOLF COMMUNITY situate in the Township of Butler, County of Luzerne, Commonwealth of Pennsylvania; and

WHEREAS, Declarant did cause to be prepared and filed an Amended Single Family Lot Declaration ("Amended Declaration") recorded in Record Book 3002, Page 204079 for the SAND SPRINGS GOLF COMMUNITY situate in the Township of Butler, County of Luzerne, Commonwealth of Pennsylvania; and

WHEREAS, Declarant desires to amend certain provisions of the Declaration and Amended Declaration to enhance and preserve the aesthetic character of the single family lot community.

NOW THEREFORE, intending to be legally bound hereby, Declarant agrees as follows: