

**LACKAWANNA COUNTY  
CERTIFIED PROPERTY IDENTIFICATION**

MUNI: 03

PIN: 03801 010 002

USE: \_\_\_\_\_ ASSESS VAL: \_\_\_\_\_

Parcel No. 03801-010-002

2 DATE: 9.9.10 \_\_\_\_\_  
CLERK

**Second Amendment to Declaration of Protective Covenants,  
Restrictions, Reservations and Easements of  
Skyline Estates, a Planned Community**

Grantor: Skyline Holdings, Inc.

Grantee: Skyline Holdings, Inc.

This Amendment to Declaration is made this 8<sup>th</sup> day of September,  
2010, by Skyline Holdings, Inc. (the "DECLARANT") and provides that:

**BACKGROUND**

Pursuant to the Declaration of Protective Covenants, Restrictions, Reservations and Easements executed by DECLARANT and recorded August 16, 2007, in the Office of the Recorder of Deeds in and for Wyoming County, Pennsylvania to Instrument Number 2007-3403 ("DECLARATION"), and recorded August 16, 2007 in the Office of the Recorder of Deeds in and for Lackawanna County, Pennsylvania to Instrument Number 200722654, DECLARANT established protective covenants, restrictions, reservations and easements designed to maintain and administer a general plan of residential development according to a Subdivision Plan known as "Skyline Estates" located in Benton Township, Lackawanna County, and Nicholson Township, Wyoming County, Pennsylvania.

On January 21, 2008, Skyline Holdings, Inc. amended the Declaration of Protective Covenants, Restrictions, Reservations, and Easements of Skyline Estates. Said Amendment was recorded in the Office of the Recorder of Deeds of Wyoming County, Pennsylvania on January 22, 2008 to Instrument Number 2008-0249 and recorded in the Office of the Recorder of Deeds of Lackawanna County, Pennsylvania on January 22, 2008 to Instrument Number 200801500.

On April 30, 2008, Skyline Holdings, Inc., as Lessor, entered into a Oil and Gas Lease with Chesapeake Appalachia, L.L.C. an Oklahoma limited liability company, granting a leasehold in all the oil and gas, as defined therein, underlying premises with Property Tax Parcel Identification Number 03801-010-002 with the provision that no surface operations or activity of any kind shall take place in the Skyline Estates Subdivision including the common areas. The Memorandum of said lease was recorded in the Recorder of Deeds Office of Lackawanna County, Pennsylvania on June 20, 2008, to Instrument Number 200815137.

## SECOND AMENDMENT

The DECLARANT desires to further amend and supplement the Declaration as amended as follows:

1. All lots except Lots Number 34, 38 and 44, which were sold before the Oil and Gas Lease was recorded in the Skyline Estates Subdivision will be conveyed **Under and Subject to** an Oil and Gas Lease between Skyline Holdings Inc. and Chesapeake Appalachia L.L.C. dated April 30, 2008, the Memorandum of which was recorded in the Recorder of Deeds Office of Lackawanna County, Pennsylvania on June 20, 2008 to Instrument Number 200815137. Pursuant to the terms of the lease no surface operations or activities of any kind shall take place in the Skyline Estates Subdivision, including the common areas.

All lots, except Lots Numbered 34, 38, and 44, which were sold before the Oil and Gas Lease was recorded, shall be conveyed **Excepting and Reserving** all oil, gas, and mineral rights which shall be extracted without surface operations or activities of any kind in the Skyline Estates Subdivision including the common areas.

2. Section 7[c] is amended to read as follows:

No building shall be erected, altered, placed or permitted to remain on each lot hereby conveyed other than one detached single household dwelling, not to exceed Thirty (30) feet in height (measured from the average ground level around the house to the top of the roof). All dwellings shall have a total minimum of Seventeen Hundred (1700) square feet of living space. Living space does not include the garage area, airplane garage area, porches, terraces, porticoes, patios, or any underground levels unless such underground is exposed and the area contains finished living space. All single family dwelling houses shall have a roof pitch of not less than three (3) in twelve (12) except for rear porches. Further, the location of the site improvements on the Lot must be submitted and approved by DECLARANT in accordance with Section 9 hereof. Accessory residential uses, such as a storage shed or gazebo are permitted provided they are located in the rear yard. Propane gas tanks shall be placed in the rear yard and hidden from view.

3. Section 7[l] is deleted and replaced with the following:

No flashing lights shall be permitted. Outdoor electric lights and decorations shall be permitted during holiday seasons and shall be promptly removed after each holiday event.

4. Section 7[z] shall be deleted and replaced with the following:

No drilling, refining, quarrying or mining operation of any kind shall be permitted on any lot except for (1) drilling of a water well for residential uses; (2) drilling or excavation necessary for installation of geothermal heating and cooling system; and, (3) excavation for residential use or other accessory residential uses.

5. Section 7[rr] is deleted and replaced with the following:

In the event a residence is partially or entirely destroyed by fire or other casualty, the lot owner shall repair and/or restore the residence within six (6) months in a manner consistent with a design approved by the DECLARANT; or demolish and remove the residence from the lot and landscape the Lot such that no evidence of the residence remains.

6. The Eight Paragraph of Section 9(a) is amended to read as follows:

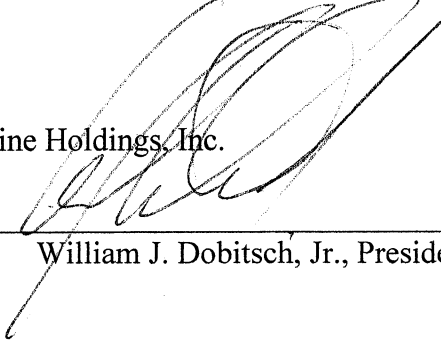
The DECLARANT may at any reasonable time enter and inspect any building or property under construction or on or in which Declarant may believe that a violation of the covenants, restrictions, reservations, or easement is occurring or has occurred. DECLARANT shall give owner forty-eight (48) hours notice before conducting said inspection.

7. Except as specifically modified and amended by this Second Amendment, the terms and provisions of the Declaration, as amended, shall remain the same and in full force and effect.

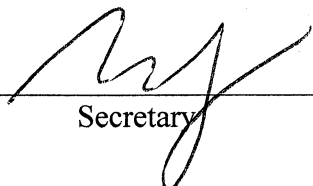
8. This Amendment is made by the DECLARANT in that only lot number forty-four (44) has been sold previous hereto.

IN WITNESS WHEREOF, DECLARANT has caused this Amendment to be executed as of the date and year first above written.

Skyline Holdings, Inc.

By:   
\_\_\_\_\_  
William J. Dobitsch, Jr., President

Attest:

  
\_\_\_\_\_  
Secretary

Commonwealth of Pennsylvania :  
County of Wyoming :  
SS.

On this the 8<sup>th</sup> day of September, 2010, before me, a Notary Public, appeared **William J. Dobitsch, Jr.**, who acknowledged himself to be the President of Skyline Holdings, Inc., a 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 corporation by himself as President.

In Witness Whereof, I hereunto set my hand and official seal.

Sandra D. Boyle  
Notary Public

