

**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 21<sup>st</sup> day of JANUARY, 2008, 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 Lackawanna County, Pennsylvania to Instrument Number 200722654 ("DECLARATION"), 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.

The DECLARANT desires to amend and supplement the Declaration to be in compliance with the Pennsylvania Uniform Planned Community Act and to withdraw three lots from Skyline Estates.

**AMENDMENT**

The DECLARANT hereby amends and supplements the Declaration as follows:

1. Skyline Estates is Skyline Estates, a Planned Community.

2. The Subdivision Plan known as "Skyline Estates" as prepared by Milnes Engineering dated May 17, 2007 and recorded to Instrument Number 200722653 on August 16, 2007 in the Office of the Recorder of Deeds of Lackawanna County, Pennsylvania and recorded to Instrument Number 2007-3402 on August 16, 2007 in the Office of the Recorder of Deeds of Wyoming County, Pennsylvania is incorporated by reference into the Skyline Estates Development Declaration of Protective Covenants, Restrictions, Reservations, and Easements.

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| <p><b>PIN # 28.3 010-002</b><br/><b>PIN # 38.1 010-002</b></p> <p style="text-align: center;">LACKAWANNA COUNTY<br/>CERTIFIED PROPERTY IDENTIFICATION</p> <p>MUNI: <u>03</u></p> <p>PIN: <u>02803 010 002</u></p> <p>USE: _____ ASSESS VAL: _____</p> <p>DATE: <u>1/22/08</u> <u>AD</u></p> <p style="text-align: right;">10.00 <u>CLERK</u></p> | <p style="text-align: center;">LACKAWANNA COUNTY<br/>CERTIFIED PROPERTY IDENTIFICATION</p> <p>MUNI: <u>03</u></p> <p>PIN: <u>03801 010 002</u></p> <p>USE: _____ ASSESS VAL: _____</p> <p>DATE: <u>1/22/08</u> <u>AD</u></p> <p style="text-align: right;">2.00 <u>CLERK</u></p> |
|--|--|

3. Lot #32, Lot #33, and Lot #34 are hereby removed from and shall not be subject to the Declaration and the owners of said lots shall not be entitled to membership in the Skyline Estates Property Owners Association. Lot #38 and Lot #48 continue not to be subject to the Declaration and likewise the owners of Lot #38 and Lot #48 shall not be entitled to membership in the Skyline Estates Property Owners Association.

4. The maximum number of lots in the subdivision is 43.

5. In Section 2 entitled Definitions, the definition of Item (g) "Common Lands" is deleted and replaced with the following definition: "Common Lands" means the real property that shall be conveyed by the DECLARANT to Skyline Estates Property Owner Association pursuant to the terms and provisions of Section 10. The Common Lands shall consist of all proposed public streets and public roads and all real property described in the Skyline Estates Subdivision which is designated as open space including Lots #49, #50 and #51.

6. Section 3 is amended such that Lot 1 and Lot 2 shall each be conveyed together with the right of ingress, egress, and regress over Runway and Taxiway Easement A and Runway and Taxiway Easement B as shown on the Skyline Estates Subdivision and as described in Supplement I and Supplement II attached to the Declaration

7. DECLARANT reserves the right to complete improvements indicated on plats and plans filed with the Declaration.

8. Section 3(a) entitled "Additional Property" is deleted.

9. Section 3(b) entitled "Supplementary Declaration" is deleted and replaced with the following:

Section 3(b). Amendments.

(a) Subject to the other provisions of this Declaration relative to amendment, this Declaration may be amended in the following manner:

(i) Before Any Conveyances: Prior to the transfer of any Lot, the Declarant may amend this Declaration in any legal fashion that the Declarant may deem appropriate. After said first transfer of title, the terms of the following subsections shall apply; provided, however, that any other provisions of this Declaration setting forth other conditions imposed upon amending this Declaration shall take precedence.

(ii) By Resolution: An amendment may be proposed by either the Board of Directors of the Association, or by at least twenty (20%) percent of the Owners, or by the Declarant. No proposed amendment shall be effective unless it has been adopted by the affirmative vote of at least sixty-seven percent (67%) of the Owners (including the Declarant) and of the Declarant (if the Declarant still owns any Lots) unless otherwise provided by 68 Pa. C.S.A. Section 5219. Notice of the subject matter of a proposed amendment shall be included in

the notice of any meeting of the Association at which a proposed amendment is to be considered and shall be served upon all Members.

(iii) By Agreement: In the alternative, an amendment may be made by an agreement signed and acknowledged by at least sixty-seven percent (67%) of the Owners (including the Declarant) and by the Declarant (if the Declarant still owns any Lots) in the manner required for the execution of a deed.

(b) No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant unless the Declarant shall join in the execution of the amendment. The Declarant may amend this Declaration or the Bylaws in any manner which will not materially adversely affect those Owners other than the Declarant by recording the amendment or amendments on or before the conveyance of the last Dwelling or Lot the Declarant owns or reserves.

10. Section 10(b) entitled "Title to Common Lands and Common Roads" is deleted and replaced with the following:

(b) Title to Common Lands and Common Roads. The DECLARANT may in its discretion retain the legal title to the Common Lands and the Common Roads in the development of Skyline Estates as established for purposes of securing final municipal approvals, until such time as the Association is able, in the sole discretion of the DECLARANT, to maintain same, but not withstanding any provision herein, the DECLARANT hereby covenants for itself, its successors and assigns that it shall convey the Common Lands and Common Roads and all rights therein to the Association by Special Warranty Deed (1) sixty (60) days after the conveyance of seventy-five (75%) percent of the total number of Lots or, (2) at the end of a two (2) year period during which development is not proceeding; or (3) two (2) years after DECLARANT has ceased to offer lots for sale in the ordinary course of business.

Prior to transfer of the Roads to Skyline Estates Property Owners Association, DECLARANT shall establish the maximum speed limit at twenty-five (25) miles per hour.

Prior to transfer of all or any one stage or phase of said Common Lands and Common Roads to said Association, the DECLARANT shall cause to be recorded in the Wyoming County Recorder of Deeds Office and in the Lackawanna County Recorder of Deeds Office a plat or plats which shall clearly depict the part or parts of the Common Lands and Common Roads then being conveyed.

11. Section 10(d) shall be amended to add the following:

Section 10(d)(3). All lot owners shall share equally and be equally liable for the common expense liabilities except as may be a reasonable deviation for allocation of special expenses due to lot location or access of easements.

12. Section 15(b) entitled "Amendment" is hereby deleted.

13. The remainder of the Declaration and exhibits shall be deemed amended accordingly to reflect that Lots #32, #33 and #34 are removed from and are not subject to the Declaration.

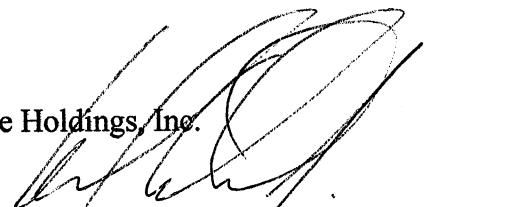
14. Except as specifically modified and amended by this Amendment, the terms and provisions of the Declaration shall remain the same and in full force and effect.

15. This Amendment is made by DECLARANT before any lots are conveyed to a party that is not the DECLARANT. At the time and execution of this Amendment, DECLARANT is the owner of all lots.

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

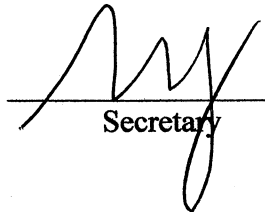
Skyline Holdings, Inc.

By:

  
\_\_\_\_\_

William J. Dobitsch, Jr., President

Attest:

  
\_\_\_\_\_  
Secretary

Commonwealth of Pennsylvania :

SS.

County of Wyoming :

On this the 21<sup>st</sup> day of January, 2008, before me, a

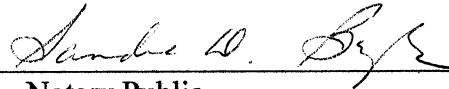
Notary Public, appeared **William J. Dobitsch, Jr.**, who acknowledged himself to be the

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.



Notary Public

