

**South Abington Woods, Phase II
Property Owners Association**

**AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS AND EASEMENTS
FOR SOUTH ABINGTON WOODS, PHASE II,
A PLANNED COMMUNITY IN
SOUTH ABINGTON TOWNSHIP,
LACKAWANNA COUNTY, PA.**

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**South Abington Woods, Phase II
Declaration of Protective Covenants,
Restrictions and Easements**

This Declaration, made the 7th day of December, 2023, by the townhouse Unit Owners of South Abington Woods Phase II, a planned community, by and through their Property Owners Association, hereinafter referred to as "Association".

WITNESSETH

The Association is the owner of a parcel of real estate located in the Township of South Abington, County of Lackawanna and Commonwealth of Pennsylvania, as more particularly described in the Deed recorded in Lackawanna County Map Book 6AM at page 9077.

The Association desires to amend the protective covenants and restrictions for the common benefit of all Owners of township Units in the Development.

Imposition and Binding Effect

All real property and improvements thereon described in the Original Declaration and shown on the Plot Plan shall be known as "South Abington Woods, Phase II", a planned community, and shall be used, occupied, and improved only in the manner and for the purposes set forth in this Amended Declaration.

Each Owner to whom a townhouse Unit is conveyed, by the acceptance of the Deed for said townhouse, shall acquire title to the townhouse under and subject to all covenants and restrictions hereby created, and thereby covenants and agrees to and with each and every other Owner, for his/her/their mutual benefit, that such Owner, and the heirs, personal representatives, successors and assigns of such Owner, will hold title to the townhouse under and subject to all of said covenants and restrictions.

The maximum number of townhouse Units in South Abington Woods Phase II shall be one hundred (100). The Unit numbers and Parcel Identification Number for each of the one hundred (100) Units is set forth on the attached Exhibit "A".

No common areas conveyed to the Association and as depicted on the Plot Plan recorded in the Recorder of Deeds in and for Lackawanna County to instrument number 201419870 will be subdivided, conveyed or are in any way convertible or withdrawable from the overall common area real estate.

Preamble

1. Every Owner is entitled to the quiet enjoyment of his/her/their residence within the South Abington Woods, Phase II planned residential community, and reasonable protection from infringement by other Owners. The intent of these Association Covenants is to preserve the aesthetics of the Development, protect and enhance property values, and maintain the property of the Association and its Owners.

2. At all times what is contained in the Covenants cannot be negated or changed in any way by Association Bylaws or Other Rules and Regulations. In any conflict, Commonwealth of Pennsylvania regulations shall supersede the Covenants, which shall supersede the Bylaws, which shall supersede any and all Other Rules and Regulations.
3. The Covenants are a permanent part of property deeds and shall be recorded as such with the Lackawanna County Recorder of Deeds Office. Any violations of the Covenants may be brought before the Court of Common Pleas of Lackawanna County for adjudication and enforcement.
4. Each Owner shall be responsible for all actions of his/her/their Residents and Guests, and it is the Owner's responsibility to ensure that all Residents and Guests comply with these Covenants, the Bylaws and all other Association Rules and Regulations.

Article I: Definitions

1. "**Declaration**" means this "Declaration of Protective Covenants, Restrictions and Easements" and all future amendments and supplements approved from time to time.
2. "**Association**" or "**POA**" shall mean and refers to the South Abington Woods, Phase II Property Owners Association.
3. "**Board**" shall mean the Board of Directors of the Association. The term Board Member or Director shall be one and the same.
4. "**Unit**" shall mean and refers to an Owner's townhouse Unit and may also be referred to as townhouse, townhome, residence, or home.
5. "**Owner**" shall mean the natural person or persons, corporation, trust, partnership, unincorporated association, estate, or any other entity or combination thereof who is the Recorded Owner of the Unit but excluding those having such interest merely as security for the performance of an obligation. A settlor of a trust and who resides in the Unit shall be considered an Owner and shall be afforded all the rights of an Owner.
6. "**Member**" shall mean and refers to every Owner who by such designation shall be a Member of the Association.
7. "**Good Standing**" shall mean and refers to a Member who is current in the payment of his/her/their dues, assessments and any fines or penalties, and is not in violation of the governing documents of the Association.
8. "**Resident**" shall mean a person who resides in a townhouse Unit with the permission of the Owner and uses the Unit as his/her/their residence and permanent address, but whose name does not appear on the deed.
9. "**Visitor**" or "**Guest**" shall mean a person who visits or stays at a townhouse Unit with the permission of the Owner on a temporary basis and does not use the Unit as his/her/their permanent address.
10. "**Household**" shall mean and refer to any group of people who reside together in a townhouse Unit.

11. **"Development"** or **"Community"** shall mean and refers to all that is within the boundaries of a plot plan showing 100 Units, entitled "Overall Site Plan C 1.1," dated May 22, 2017, prepared by Greenman-Pederson Inc. and is recorded in Lackawanna County Map Book 6AM at Page 9077.
12. **"Common Area"** shall mean and refers to all Association-owned property within the Development.

Article II: Property Owners Association

The Association shall consist exclusively of all Owners of townhouse Units, and membership in the Association shall be mandatory. This Association, known as South Abington Woods, Phase II Property Owners Association, shall be the only Property Owners Association in this Development.

The Association is formed for the purpose of providing for the maintenance, management and preservation of the Development, and the enforcement of the Association Covenants, Bylaws, and Other Rules and Regulations.

1. Owners of each townhouse Unit shall be entitled to one (1) vote per Unit regardless of the number of Members living within.
2. Management of the Association shall be lodged in the Board of Directors, elected by the Members in the manner provided by the Bylaws of the Association.
3. Each Owner shall pay to the Association an annual dues assessment. which shall begin on the first day of the applicable quarterly month following the date upon which the Owner takes title to the Unit.
4. The annual dues assessment is based upon percentages of the annual common expense budget approved by a majority of the Owners at the annual Members meeting. Assessments are adjusted accordingly, effective January 1st of the new year. No formal amendment to the Covenants is required to adjust the assessments.
5. Payment and billing of said annual dues assessment shall be based on a quarter-year basis. The first quarterly assessment bill may be pro-rated (if required) based upon the date that the Owner obtained title.
6. Payment is due on the first day of the month of each billing quarter and must be paid within ten (10) days of the start of each quarter. Failure to pay within the 10-day period will result in a monthly late fee of an amount determined by the Board and posted in the Association's Other Rules and Regulations, as well as penalty interest costs which will accrue at the monthly rate permitted by Pennsylvania Title 68 § 5314 and posted in the Association's Other Rules and Regulations, being imposed by the Association.
7. In accordance with Pennsylvania Title 68 § 5315, the Association is afforded a lien on a Unit for any assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due, plus reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due.
8. Every conveyance by a Unit Owner to a subsequent Owner, and all transfers by operation of law, shall be subject to the foregoing assessments.

9. Any excess amounts accumulated from assessments for general common expenses shall be retained as reserves for future general common expenses, and at the discretion of the Association may be transferred to a capital reserve fund.
10. A Resale Certificate from the Association shall be required for all property transferred in accordance with Pennsylvania Uniformed Planned Community Act to ensure that the new Owner(s) are aware of the annual dues and assessments, any unpaid dues and assessments, penalty and/or interest costs, and/or outstanding fines. The cost of the Resale Certificate shall be paid by the seller of the Unit, and such cost shall be determined by the Board in its sole discretion and posted in the Association's Other Rules and Regulations.

Article III: Responsibilities of the Association

It shall be the responsibility of the Association to ensure the following functions for the common benefit of the Development:

1. Maintenance and improvements of roadways and all other common areas and elements which shall include snow and ice removal, landscaping, removal of brush and debris, cutting of grass, common lighting, storm water improvements and sanitary sewer lines.
2. Provide for snow removal and ice treatment of Unit driveways and walkways.
3. Obtain and maintain comprehensive general liability insurance, directors and officers liability insurance, business crime insurance, and other insurance as necessary, in such limits as the Board may deem necessary to protect the Association. Premiums for such insurance policies purchased by the Board shall be paid as a common expense.

Article IV: Special Assessment for Long-Term Maintenance

1. In addition to the annual dues assessment, the Association may levy a special assessment for long-term maintenance items which shall include but not be limited to: (1) driveway resealing, (2) exterior painting, and (3) roofing and siding at the end of its natural life cycle. It shall be the responsibility of the Association, and not the Owners, to contract long-term maintenance services. Any long-term maintenance assessment shall be determined by the Board in its sole discretion and shall be Unit-specific based upon the condition of the Unit and quantity of work required for the specific Unit.
2. All work done shall be consistent with the original construction and conforming to the same color, materials, and appearance of the Development.
3. In addition, there may be a special assessment for long-term maintenance of the Development (i.e., not Unit-specific maintenance), such as future repairs or improvements needed to the Common Areas. Such special assessment would not be covered by the annual dues assessment.

Article V: Insurance by Owners

1. Owners shall purchase and maintain current a Homeowner (not Condominium or Condo) insurance policy for his/her/their Unit that provides at a minimum the following:
 - a. Hazard coverage of a sufficient amount to rebuild, replace or restore his/her/their Unit to its original condition in the event of a fire or other perils, as determined by the Board.
 - b. Personal liability coverage of no less than \$500,000.00

2. Such insurance shall be secured from an insurance company holding an "A" rating or better and licensed to do business in the Commonwealth of Pennsylvania.
3. The South Abington Woods, Phase II Property Owners Association shall be named on such policy as Additional Insured, Additional Interest, or similar designation by the insurance carrier as necessary for reporting to the Association of any policy renewal, cancellation or change in coverage.
4. Proof of required coverage shall be provided to the Association within 30 days of the policy effective date and each renewal date thereafter, and the Board shall maintain the file thereof.
5. The Owner shall immediately notify the Association in writing, by mail or email, if his/her/their insurance policy is cancelled. The notification shall include proof that a new policy has been secured and proof of the replacement policy shall be submitted to the Association within 30 days of the policy effective date.
6. In the event an Owner fails to maintain proper insurance coverage, the Association may secure a Forced Placed Insurance Policy, and the cost of said policy shall be assigned to the Owner and a lien placed upon the Unit in the amount of the cost thereof.
7. Owners shall use the proceeds arising from any insured loss to repair and restore the Unit to its original condition, commencing such repair and restoration within thirty (30) calendar days after such loss, if reasonably feasible, and diligently prosecute same to completion.

Article VI: Unit Repair and Reconstruction

1. No Unit shall be permitted to fall into disrepair. In the event a Unit is damaged or destroyed by a catastrophic event, act of God, or any other event, natural or otherwise, the Owner shall be responsible for the repair and reconstruction of his/her/their Unit.
2. Repair and reconstruction of the Unit means restoring it to substantially the same condition in which it existed prior to the damage, conforming to the same color, materials, and appearance of the Development.
3. If an Owner fails to repair damages, the Association may notify the Owner that these repairs must be completed within a reasonable time frame after notification by the Association. If the Owner fails to complete such repairs after notification by the Association and a reasonable time frame for completion of the repairs at issue, the Association may complete such repairs and all costs associated with such repairs will be placed as a lien against the Owner's Unit.

Article VII: South Abington Township Compliance

1. The Association shall comply with any requests both written and verbal from South Abington Township. The Association agrees to comply with all required Federal, State and Township ordinances and regulations.
2. Strict compliance with the South Abington Township storm water ordinance shall be adhered to in reference to maintenance, repair and upkeep of storm water systems and associated improvements at the expense of the Association.
3. The sanitary sewer system within the Development, as depicted on the recorded plans, shall be the responsibility of the Association and the Association shall maintain and repair the system as necessary in order for proper operation and to prevent any infiltration.

4. The storm water sewer system and associated retention/detention system shall be the responsibility of the Association.
5. It shall be the responsibility of each Owner to maintain and repair the water and sanitary sewer system within the boundaries of his/her/their deeded property.

Article VIII: Use of Roadways

1. The Association hereby covenants and agrees that Owners shall have ingress and egress at all times on roadways and/or driveways in the Development but such rights of ingress and egress are not intended to confer or vest any title to any part of a roadway to any individual Owner.
2. No Owner, Resident, Visitor or Guest may limit the Association from utilizing any roadway or utility, sanitary or storm sewer system which the Association may use to service the Development.

Article IX: Use of Premises

1. No Unit shall be used or occupied for any purpose other than a dwelling for the Owner and members of the Owner's household.
2. No Unit, or any part thereof, shall be rented, leased, sublet, or used as a timeshare, hostel, or for non-residential purposes.
3. No commercial business or professional activities shall be carried on at any time in the Development, and no portion of a Unit shall be utilized as an office or area for such activities customarily identified as a "home occupation for zoning purposes, except that, use of a portion of a Unit as a "work at home"/"remote" office that does not welcome customers or clients, nor employ workers (other than Unit Owners/Residents), shall be permitted.
4. Yard sales, garage sales and estate sales are prohibited.

Article X: Unit Restrictions

1. No Unit may be divided or subdivided, nor may any portion of any Unit be added to or incorporated into another Unit, nor any portion less than all thereof sold or otherwise transferred.
2. No building, porch, bay window or any addition or appendage shall be constructed or maintained within, or projecting into, the front, rear or side yard areas of the Units, nor shall any hedges, fences, or other obstructions be permitted within said yard areas.
3. No buildings, garages, out buildings nor any other structure of a permanent nature may be constructed in the Development, nor shall any structure of a temporary nature be permitted in the Development without the prior written approval of the Board.
4. No Owner, Resident, Visitor or Guest shall engage in any activity in a Unit or within the Development which will create or tend to create noise, smoke, odor, soot or vibrations so as to unreasonably disturb any other Owner.
5. Other than an entry security camera, small signs stating the Unit street number and a security service, and solar walkway lighting, no flags, banners, pennants, signs, decorative lights, wires, television or radio reception devices, or any unsightly objects or devices of any kind shall be

placed or maintained upon a Unit or Unit yard, tree, road, or Common Area, nor in a Unit so as to be visible from the outside, except:

- a. An American flag may be displayed at the entry area of a Unit and must adhere to Federal Code and Pennsylvania Law. A flag no larger than 12"x18" supported from a banner stand is preferred and free-standing flag poles are not permitted. No flags may be displayed on Common Areas.
 - b. A customary "For Sale" sign is permitted in front of a Unit and must be removed immediately upon execution of an agreement of sale between the current Owner and the future buyer.
 - c. Outdoor electric lights and holiday decorations are permitted during the December Holiday seasons and shall be removed within 30 days following the respective holiday.
6. Lawn ornamentation/statues shall not be displayed in the front or side yards or mulch beds. One piece of ornamentation may be displayed in the rear yard that shall not exceed two (2) feet in height and shall be located along the foundation and not adjacent to the property line.
 7. Townhouse end Unit Owners and Residents are permitted up to three (3) vehicles per Unit, middle Unit Owners and Residents are permitted up to two (2) vehicles per Unit, and all such vehicles must be parked in the Unit's garage or driveway at all times.
 8. No trash or recycling containers shall be placed at the curb earlier than 5:00 p.m. the night prior to pick-up. All trash and recyclables shall be placed in receptacles with lids and all receptacles and removable lids should display the Owner's Unit number.
 9. The exterior of all Units shall be kept in good repair and condition as determined by the Association. All outside areas of the Unit shall be kept in neat and clean condition at all times with grass, shrubs and brush regularly cut by the Association.
 10. No Owner, Resident, Visitor or Guest may remove any healthy landscaping in the Development, nor may he/she/they add any new landscaping to a Common Area. All plantings, trees and shrubs in Common Areas are the sole responsibility of the Association. Any supplemental landscaping changes to an Owner's Unit will be at the Owner's expense and must comply with the Association's Landscape Regulations.
 11. Patio umbrellas shall be of one solid color of the Owner's choice and have no fringe or slogans, advertisements, graphics or writing of any kind.
 12. Garage doors should be closed when not in use.
 13. Exterior clotheslines are not permitted.

Article XI: Parking Restrictions

1. Street parking is only allowed for Visitors and Guests, and only when the driveway or garage for the applicable Unit is occupied by other vehicles.
2. A vehicle parked on the street must not impede safe passage by other vehicles nor obstruct the view of motoring traffic, and vehicles parked on the street must be no closer than fifteen (15) feet from a fire hydrant or mailbox.
3. No vehicles shall be operated on or parked on the grass, nor parked on the curbs, in the Development.

Article XII: Miscellaneous Restrictions

1. All vehicles must be operated in a safe manner at all times in accordance with all state and local traffic laws, Association Rules and Regulations, and as conditions allow. Speed shall not exceed twenty (20) miles per hour in the Development.
2. No commercial trucks, motor homes, recreational vehicles, watercrafts on or off a trailer, trailers of any type, non-operating vehicles (regardless of registration), shall be allowed on the premises of the Development.
3. No vehicles with commercial signage shall be parked on any roadway or driveway within the Development except commercial vehicles making deliveries or utilized to perform work or services within the Development.
4. Owners shall not be permitted to repair, dismantle or reconstruct any type of motor vehicle or truck in the Development.
5. The operation within the Development of motorized recreational vehicles, such as mini-bikes, ATVs, and snowmobiles, or any unregistered motor vehicle, and the operation of a motor vehicle by an unlicensed person, is prohibited.
6. No animals of any kind, other than dogs, cats, or other small animals normally kept inside a residence as household pets, shall be kept in any Unit or on any Unit yard, or Common Area. No such animal shall be permitted to roam at large in the Development, and it is mandatory that all Owners, Residents, Visitors and Guests clean up after such animals. All dogs shall be licensed and vaccinated in compliance with Pennsylvania Department of Agriculture regulations.
7. No animals may be kept, bred, or maintained for commercial purposes. No outside doghouse, kennel, pen, or enclosures of any kind shall be permitted in the Development. The Association may require that a pet be removed from the Development if determined by the Board to be a nuisance.
8. No open fires of any kind shall be permitted except those confined within a metal brazier, grill, or similar device, all of Board approved design. No leaves, trash, garbage, or other form of refuse shall ever be burned at any Unit nor within the Development.
9. Children's swing sets, jungle gyms, trampolines and/or other similar recreational items shall not be permitted.
10. Hunting, shooting and the discharge or use of explosives, firearms, pellet guns, slingshots, and/or bows and arrows within the Development is prohibited.
11. No bird feeders shall be allowed in Common Areas.

Article XIII: Easements

1. **Utility Easements:** The Association shall have the right, without further consent or permit from any Owner, to convey to any public utility company or municipality an easement or right-of-way to construct, maintain, remove, repair, or replace in the right-of-way of the roads or on any part of the Development and/or any Unit, electric power lines, telephone lines, water, sewer and gas lines and conduits, catch basins, or surface drains and such other customary or usual appurtenances as may, from time to time, in the opinion of the Association and/or any utility

company or municipality, be deemed necessary or advisable in connection with the beneficial use of the Development, together with the right to enter upon the Development and/or any Unit for such purposes, and all claims for damages, if any, arising out of or attributable to the construction, maintenance and repair thereof, or on account of inconvenience caused thereby against the Association or any utility company or municipality or any of their agents or servants, are hereby waived by the Owners, provided that any easements so established do not materially, adversely or permanently interfere with the use and occupancy of any Unit.

2. **Unit Easements:** Each Owner shall have an Easement in Common with all other affected Owners to use all pipes, wires, ducts, cables, conduits, utility lines and other Common Elements serving his/her/their Unit and to any extent located in any Unit, and such Easement shall include also having the facility in place, and the servicing, maintaining and replacing of same, and each Unit shall be subject to like Easements in favor of all other affected Unit Owners.
3. No Owner, Resident, Visitor or Guest shall engage in any activities which may damage or interfere with the utility lines, conduits, catch basis, drains and/or other appurtenances within the Easements.

Article XIV: Maintenance and Alterations

1. Each Owner, at his/her/their own expense, shall be responsible for all of the maintenance, repairs and replacement of his/her/their own Unit subject to the terms of Article IV. No alterations of any of the Common Elements, Common Area or any additions or improvements thereto, shall be made by any Owner without the prior written approval of the Board.
2. Prior to seeking to perform any exterior Unit alterations, Owners must first secure written approval from the Board through the Architectural Committee.
3. Such alterations include, but are not limited to, storm doors, sunrooms, replacement windows, and paver patios in the rear, which if approved shall be paid for by the Owner. All associated maintenance costs shall be the responsibility of the Owner.

Article XV: Enforcement

1. Any Owner or Resident may report a violation of the Association Covenants, Bylaws, or Other Rules and Regulations to the Board (a "Violation"). Such notification shall be in writing and must, at a minimum, state the nature of the Violation, the location, dates and times of the reported Violation, and the name and Unit number of the person reporting the Violation. Any supporting evidence, such as photographs, may be included with the notification. Nothing contained in this section shall preclude the Board, upon its own initiative, from investigating any observed Violation.
2. If the Board after reasonable investigation, is satisfied that a Violation of the provisions of the Covenants, Bylaws and/or Other Rules and Regulations of the Association has occurred, or is about to occur, by reason of the failure of any Owner, Resident, Visitor or Guest to keep and perform his/her/their obligations in the Covenants, Bylaws and/or Other Rules and Regulations of the Association, or to comply with any of the restrictions therein, the Board shall give the Owner written notice of the Violation, which shall specify what action the Owner is required to take to cure the Violation and shall provide a reasonable period of time for the Owner to take such action (unless the Board determines that the Violation constitutes a threat to the

health, safety and/or welfare of the community, Owners, Residents, Visitors or Guests, in which case the Board may require the Owner, Resident, Visitor or Guest to cure the Violation immediately).

3. A Unit Owner shall have the right to dispute a violation by contacting the Board in writing within seven (7) days of a violation notification.
4. If the Violation is not eliminated to the satisfaction of the Board within the time period specified in the notice, the Board, in its sole discretion, may issue a second notice and a fine shall be assessed to the Owner. The amount of such fine shall be determined by the Board. If the Violation, as determined by the Board, continues, or occurs again, after the second notice any subsequent notices will result in additional fines assessed against the Owner. The amount of such fines shall be determined by the Board and posted in the Association's Other Rules and Regulations.
5. If fines are not paid within ten (10) days of the Owner's receipt thereof, the amount of the fine shall be assessed as a lien to the Unit. Additionally, if fines are not paid within thirty (30) days of the Owner's receipt thereof, the Board may take such action as it deems necessary to eliminate the Violation and the Owner shall pay all costs thereby incurred by the Association on demand.
6. The Board shall be entitled to institute an action in equity or other appropriate legal proceeding against such Owner in the Court of Common Pleas of Lackawanna County to compel the elimination of the Violation and/or to collect any unpaid fines. The Association shall be entitled to recover in such action all costs incurred, together with reasonable attorney's fees and costs of suit.
7. For the purposes of this Article, each Owner hereby specifically acknowledges and agrees that an action for damages is not an adequate remedy for a Violation of the provisions of this Declaration, the Bylaws and/or Other Rules and Regulation of the Association, and hereby consents to the exercise of equity jurisdiction. No delay or failure on the part of the Association to take any action herein specified with respect to a specific Violation shall be deemed a waiver of the right to do so upon the reoccurrence or the continuation of the same Violation or any other Violation of the provisions of this Declaration, the Bylaws and/or Other Rules and Regulation of the Association.

Article XVI: Separate Mortgages, Taxes and Utility Charges

1. Each Owner shall have the right to mortgage or encumber only his/her/their own designated Unit together with only his/her/their proportionate undivided share in the Common Elements and shall have no right, power, or authority to in any way encumber or affect the title to any other part of or interest in the Development.
2. It is understood that real estate taxes are to be separately taxed to each Owner for his/her/their Unit and his/her/their undivided percentage of ownership in the Common Elements.
3. Each Owner shall be responsible for his/her/their own telephone, electricity, water, sewer and/or other utilities that are separately metered or billed to each user by the appropriate utility company.
4. Failure to pay such charges due to any provider of utilities could result in termination of such services to all Units. If an Owner fails to pay such utility charges, the Association may pay

such charges on the Owner's behalf, and the cost of same will become a lien against the Unit failing to make such payment. The Association may also take such legal action as it deems necessary to collect the cost of same from the Owner.

5. Utilities not separately metered or billed may be treated as part of the Common Expenses.
6. If a Unit is unoccupied, electricity and fuel supply must remain functional in order to maintain temperature control to prevent damage to the Unit and adjacent Units.

Article XVII: Liability and Indemnification

1. The Association and all members of the Board of Directors, including any and all associated committee members, shall not be liable to the Owners as a result of his/her/their activities as such for any mistake of judgment, negligence or otherwise, except for his/her/their own willful misconduct or gross negligence.
2. Owners shall indemnify and hold harmless any person, his/her/their heirs and personal representatives, from and against any and all personal liability and all expenses, including counsel fees, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suits or proceedings whether civil, criminal, administrative or investigative, instituted by any one or more Owners or any other persons or entities to which he/she/they shall be threatened to be made a party by reason of the fact that he/she/they are or were a member of the Board of Directors or an associated committee, other than to the extent, if any, that such liability or expense shall be attributable to his/her/their willful misconduct or gross negligence.

Article XVIII: Amendment

This Declaration may only be amended by a vote of Owners in good standing representing not less than seventy-five percent (75%) of the Association Units. Any such amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Lackawanna County. The recital in any such amendment that it has been approved by the specified percentage of Owners shall be conclusive and binding on all persons. The Association shall preserve in its records proper minutes of the meeting and vote by which any amendment was approved.

Article XIX: Governing Law and Interpretation

This Declaration shall be governed by, and shall be construed in accordance with, the laws of the Commonwealth of Pennsylvania. Every provision of this Declaration is hereby declared to be independent of every other provision and if any provision of this Declaration is declared invalid or unenforceable by a court of competent jurisdiction, all remaining provisions shall continue unimpaired and in full force and effect.

The captions used in this Declaration are for convenience of reference only and shall not be given any effect in its interpretation.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal this 7th day of December, 2023.

South Abington Woods Phase II Property Owners Association

By: Alan Myers
Alan Myers, Chairperson

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF LACKAWANNA :

On this, the 7th day of December, 2023, before me, a notary public, the undersigned officer, personally appeared Alan Myers, who acknowledged himself to be the Chairperson of the South Abington Woods Phase II Property Owners Association, and that he as such Chairperson, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the association by himself as Chairperson.

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

Karen A. Papocchia
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Karen A. Papocchia, Notary Public
Lackawanna County
My commission expires April 27, 2026
Commission number 1125329
Member, Pennsylvania Association of Notaries

EXHIBIT "A"
South Abington Woods, Phase II
Unit Numbers and Parcel Identification Numbers

Unit Number	Parcel Identification Number
Country Club Road - 302	10004080001
Country Club Road - 304	10004080002
Country Club Road - 306	10004080003
Country Club Road - 308	10004080004
Wyndham Road - 1	10004090001
Wyndham Road - 2	10004080005
Wyndham Road - 3	10004090003
Wyndham Road - 4	10004080006
Wyndham Road - 5	10004090005
Wyndham Road - 6	10004080007
Wyndham Road - 7	10004090007
Wyndham Road - 8	10004080008
Wyndham Road - 9	10004090009
Wyndham Road - 11	10004090011
Wyndham Road - 15	10004090015
Wyndham Road - 17	10004090017
Wyndham Road - 19	10004090019
Wyndham Road - 21	10004090021
Wyndham Road - 23	10004090023
Wyndham Road - 25	10004090025
Wyndham Road - 27	10004090027
Wyndham Road - 29	10004090029
Wyndham Road - 31	10004090031
Wyndham Road - 32	10004090032
Wyndham Road - 33	10004090033
Wyndham Road - 34	10004090034
Wyndham Road - 35	10004090035
Wyndham Road - 36	10004090036
Wyndham Road - 37	10004090037
Wyndham Road - 38	10004090038
Wyndham Road - 39	10004090039
Wyndham Road - 40	10004090040
Wyndham Road - 42	10004090042
Wyndham Road - 44	10004090044
Wyndham Road - 46	10004090046
Wyndham Road - 48	10004090048
Wyndham Road - 50	10004090050
Wyndham Road - 52	10004090052
Wyndham Road - 54	10004090054
Wyndham Road - 56	10004090056
Wyndham Road - 58	10004090058
Wyndham Road - 60	10004090060
Wyndham Road - 62	10004090062

EXHIBIT "A"
South Abington Woods, Phase II
Unit Numbers and Parcel Identification Numbers

Unit Number	Parcel Identification Number
Wyndham Road - 64	10004090064
Wyndham Road - 66	10004090066
Wyndham Road - 71	10004090071
Wyndham Road - 73	10004090073
Wyndham Road - 75	10004090075
Wyndham Road - 77	10004090077
Wyndham Road - 79	10004090079
Wyndham Road - 81	10004090081
Wyndham Road - 83	10004090083
Wyndham Road - 84	10004090084
Wyndham Road - 85	10004090085
Wyndham Road - 86	10004090086
Wyndham Road - 87	10004090087
Wyndham Road - 88	10004090088
Wyndham Road - 89	10004090089
Wyndham Road - 90	10004090090
Wyndham Road - 91	10004090091
Wyndham Road - 92	10004090092
Wyndham Road - 93	10004090093
Wyndham Road - 94	10004090094
Wyndham Road - 95	10004090095
Wyndham Road - 96	10004090096
Wyndham Road - 97	10004090097
Wyndham Road - 98	10004090098
Wyndham Road - 99	10004090099
Wyndham Road - 100	10004090100
Wyndham Road - 101	10004090101
Wyndham Road - 102	10004090102
Wyndham Road - 103	10004090103
Wyndham Road - 104	10004090104
Wyndham Road - 105	10004090105
Wyndham Road - 106	10004090106
Wyndham Road - 107	10004090107
Wyndham Road - 108	10004090108
Wyndham Road - 109	10004090109
Wyndham Road - 110	10004090110
Wyndham Road - 111	10004090111
Wyndham Road - 112	10004090112
Wyndham Road - 113	10004090113
Wyndham Road - 114	10004090114
Wyndham Road - 115	10004090115
Wyndham Road - 116	10004090116
Wyndham Road - 117	10004090117

EXHIBIT "A"
South Abington Woods, Phase II
Unit Numbers and Parcel Identification Numbers

Unit Number	Parcel Identification Number
Wyndham Road - 118	10004090118
Wyndham Road - 119	10004090119
Wyndham Road - 120	10004090120
Wyndham Road - 121	10004090121
Wyndham Road - 122	10004090122
Wyndham Road - 123	10004090123
Wyndham Road - 124	10004090124
Wyndham Road - 125	10004090125
Wyndham Road - 126	10004090126
Wyndham Road - 127	10004090127
Wyndham Road - 128	10004090128
Wyndham Road - 129	10004090129
Wyndham Road - 130	10004090130
Wyndham Road - 131	10004090131