

EXHIBIT B

RESTRICTIONS FOR WHISPERING WOODS ESTATES, A PLANNED COMMUNITY

THESE RESTRICTIONS are hereby made a part of the foregoing Declaration of Whispering Woods Estates, a Planned Community. Terms defined in the Declaration shall have the same meanings when used in these Restrictions. Intending to be legally bound, the Declarant does hereby impose the following restrictions, conditions, easements, covenants and limitations upon all units designated on the Plat, all of which shall be binding upon and inure to the benefit of the owners of the units in accordance with the terms and conditions herein set forth:

1. **Purposes of the Restrictions.** The purposes of these Restrictions are to (a) insure the best and most appropriate use and development of the Planned Community as a residential area; (b) protect the unit owners against improper use of other units; (c) preserve the natural beauty of the Planned Community; (d) prevent the construction of houses that are poorly designed or built with improper or unsuitable materials; (e) obtain harmonious color schemes which complement the wooded and natural setting of the Planned Community; (f) encourage the construction of attractive houses on suitable locations on the units; (g) prevent the construction of structures which are obtrusive in architectural style or color or discordant with the natural setting of the Planned Community; (h) maintain proper setbacks from streets and adequate space between houses; and (i) promote homogeneous, high quality improvements in the Planned Community.

2. **Exception to Restrictions.** Notwithstanding anything herein to the contrary, the units in the Planned Community owned by the Declarant, whether originally owned or acquired by repurchase, shall not be bound by these Restrictions unless and until the units are sold to third parties. No part of the Additional Real Estate shall be bound by these Restrictions unless and until such part is added to the Planned Community by appropriate action of the Declarant pursuant to Section 521.1 of the Act.

3. **Use.** Each and every unit shall be used for private residence purposes only. No structure whatsoever other than a private, one-family house, together with an attached garage capable of maintaining at least two automobiles, shall be erected, placed or maintained on any unit in the Planned Community unless specifically authorized and approved in writing by the Declarant prior to the commencement of any construction activities.

4. **Plan Approval.** No house, building, pool, fence, light pole or any other structure of any kind whatsoever shall be erected or maintained on any unit in the Planned Community unless the

plans and specifications showing the nature, kind, shape, height, material, location and color scheme of the structure are approved in writing by the Declarant or such other party as the Declarant shall designate for that purpose. Unit owners are encouraged to submit plans and specifications which have been prepared by an architect or professional residential designer. The Declarant shall issue a building permit for approved structures which shall be displayed by the unit owner at all times during construction. Approved structures shall be constructed substantially in accordance with the approved plans and specifications. All original landscaping plans must also be approved by the Declarant in writing prior to the commencement of landscaping. In the event of a breach of this covenant, immediate and irreparable harm will be sustained by the Declarant and the Declarant's remedy at law will be inadequate. Therefore, the Declarant shall be entitled to an immediate injunction restraining the owner, the owner's contractor, builder, employees or other agents or individuals performing construction work on behalf of the owner from performing any further construction work.

5. House Styles. Only ranch style houses, cape cod style houses and two-story style houses shall be permitted. No split-level or raised ranch style houses shall be permitted in the Planned Community and none will be approved for construction by the Declarant.

6. Minimum Square Footage. No house shall be approved by the Declarant for construction unless it meets the following specifications:

- (a) For units identified on the Plat as "Estate Lots":
 - (i) A ranch style house must contain a minimum of 1,800 square feet of interior living space; and
 - (ii) A two-story style house or cape cod style house must contain a minimum of 2,200 square feet of interior living area.
- (b) For units identified on the Plat as "Golf Course Lots":
 - (i) A ranch style house must contain a minimum of 1,600 square feet of interior living space; and
 - (ii) A two-story style house or cape cod style house must contain a minimum of 2,000 square feet of interior living area.
- (c) For units identified on the Plat as "Garden Home Lots":
 - (i) A ranch style house must contain a minimum of 1,500 square feet of interior living space; and

(ii) A two-story style house or cape cod style house must contain a minimum of 1,800 square feet of interior living area.

(d) For units identified on the Plat as "Patio Home Lots":

(i) A ranch style house must contain a minimum of 1,200 square feet of interior living space; and

(ii) A two-story style house or cape cod style house must contain a minimum of 1,400 square feet of interior living area.

For purposes of this paragraph, "interior living area" does not include any basement area.

7. **Tree Removal.** No trees shall be removed from the Planned Community without the Declarant's prior written consent; provided, however, that with respect to trees which are not located in areas designated by the Declarant as "non-disturbance areas," removal is permitted for (a) trees with a trunk diameter less than six inches; (b) trees located within 20 feet of the front or back of a residence; and (c) trees located within 10 feet of either side of a residence. The foregoing restrictions are established to lessen air pollution, increase clean air quality, prevent soil erosion, provide visual buffers, maintain the natural wooded setting of the Planned Community, and reduce noise, glare and summer heat.

8. **Prompt Construction of Houses.** The construction of each house must commence within 24 months of the date of the conveyance by the Declarant of the unit to the unit owner. The construction of each house must be substantially completed not later than 33 months after the date of the conveyance by the Declarant of the unit to the unit owner.

9. **Option to Repurchase.** If a unit owner does not commence construction of a house within 24 months of the date of the conveyance by the Declarant of the unit to the unit owner, the unit owner does hereby give and grant to the Declarant, its successors and assigns, the right to repurchase the unit at a price 10% less than the purchase price paid to the Declarant for the unit. The Declarant's right to repurchase as set forth in this paragraph shall terminate and expire if the unit owner commences construction of a house on the unit prior to the date upon which the Declarant (a) gives the unit owner notice that the Declarant has elected to repurchase the unit as set forth in this paragraph, and (b) records a document in the Office of the Recorder of Deeds of Erie County evidencing the Declarant's election to repurchase the unit as set forth in this paragraph. If the Declarant elects to exercise its right as set forth in this paragraph, the unit owner shall reconvey said unit by general warranty deed to the Declarant. Such conveyance shall be in fee simple, free and clear of all liens and encumbrances and with good and marketable title to the unit. Upon conveyance of the unit by the unit owner to the Declarant, the unit owner shall pay to the Declarant, at the time of closing, the following amounts:

- (a) An amount equal to the transfer taxes actually paid on the initial conveyance of the unit from the Declarant to the unit owner;
- (b) All transfer taxes incurred upon the conveyance of the unit back to the Declarant;
- (c) Reasonable attorneys' fees and real estate agent commissions paid by the Declarant in connection with the conveyance of the unit from the Declarant to the unit owner and reasonable attorneys' fees paid by the Declarant in connection with the conveyance of the unit from the unit owner to the Declarant;
- (d) The costs of recording the deed for the conveyance of the unit to the Declarant by the unit owner; and
- (e) Any unpaid real estate taxes, assessments and other liens and charges against the unit, which shall be prorated through the date of the closing.

10. **Building Lines.** All unit owners shall construct houses within the building lines shown on the Plat. In addition, all unit owners shall comply with the Millcreek Township Building Code and the side yard and back yard requirements of the Millcreek Township Zoning Ordinance applicable to the Planned Community.

11. **Driveways.** Each unit owner agrees to install a driveway which shall be made of concrete or asphalt and which shall conform in all respects with Millcreek Township ordinances, regulations and specifications. The installation of the driveway must be completed at the time of or prior to the substantial completion of each house. Prior to the installation of any driveway, each unit owner shall obtain from Millcreek Township the construction specifications of Millcreek Township. In the event a unit owner fails to install the driveway, the Declarant shall have the right to enter upon the unit for the purpose of constructing the driveway. In the event a unit owner fails to install the driveway in accordance with the requirements of Millcreek Township and fails, within 30 days after demand by Millcreek Township or the Declarant, to bring such installation into full compliance with the applicable Millcreek Township requirements, the Declarant shall have the right to enter upon the unit for the purpose of bringing such installation into compliance. In the event the Declarant performs any work as a consequence of a unit owner's breach of this paragraph, the unit owner shall pay the Declarant for the cost of said work, plus 15%. Payment to the Declarant shall be due within 15 days of the submission of the bill for such work.

12. **Walking Trails.** The Declarant shall construct meandering walking trails, in lieu of sidewalks, throughout the Planned Community, for the benefit of unit owners and the general public in accordance with terms and conditions imposed by Millcreek Township. All units in the Planned Community are subject to an easement for the location, installation, and use of the walking trails.

The walking trails will be located within the boundaries of certain units in the Planned Community, as depicted on the Plat. In addition, each unit is subject to a 10' easement, centered on the walking trail, for maintenance and inspection of the walking trail by the Declarant and the Association. All unit owners and the general public shall have a license to walk upon and over the walking trails throughout the Planned Community.

13. **Preservation of Stormwater Management Plans.** Declarant has effected a stormwater management plan for the Planned Community in accordance with the applicable requirements of Millcreek Township. Specifications of the stormwater management plan are of record in the office of the Millcreek Township Engineer. Neither the Association nor the unit owners shall, directly or indirectly, alter or modify said stormwater management plan, in whole or in part, absent written approval by the Declarant and Millcreek Township.

14. **Compliance with Governmental Requirements.** Each unit owner warrants and agrees to file all necessary plans and applications with, and to acquire all necessary permits and approvals from, and to fully comply with the permits, requirements, directions, instructions, laws, ordinances and regulations of all federal, state, county and municipal agencies, authorities and regulatory bodies which have jurisdiction over any development activity on the owner's unit. In the event a unit owner fails to comply with the covenants in this paragraph, the Declarant shall have the right to assure compliance with all such requirements, and, if necessary, to enter upon the owner's unit to do so, and the unit owner shall pay the Declarant for all costs incurred by the Declarant in assuring such compliance, plus 15%. Payment to Declarant shall be due within 15 days of the submission of the bill for such work.

15. **Binding Effect of Recorded Documents.** The Plat of this Planned Community has been recorded in the Office of the Recorder of Deeds of Erie County. A Declaration of Easement and a Maintenance Agreement between the Declarant and Millcreek Township pertaining to the controlled facilities will be recorded in the Office of the Recorder of Deeds of Erie County. Other easements in favor of utilities and/or municipal authorities affecting this Planned Community have been or may be recorded. These recorded documents establish terms and conditions of the development and may set forth easements affecting the Planned Community and/or units within it. Each unit owner shall be responsible for consulting the Plat, Declaration of Easement, Maintenance Agreement and other documents of record, if any, and for insuring compliance with their terms.

16. **Subdivision.** No unit shall be subdivided. No unit shall be combined with any other unit without the prior written approval of the Declarant.

17. **Completed Structures.** All houses shall be substantially completed before occupancy. No partially completed house shall be occupied. No vehicle, trailer, mobile home, modular home, basement, tent, shack or garage shall be used on any unit at any time as a residence either temporarily or permanently.

18. **Unit Maintenance.** Each unit shall be maintained by the unit owner. During the time between the execution of an agreement for the purchase of a unit and the date upon which construction of a house on the unit is completed, the unit shall be kept free from brush and debris. All debris from a unit, whether created before, during or after construction of any structure on a unit, shall be disposed of in an appropriate manner and shall not be transferred to any other property within the Planned Community. In the event the unit owner fails to keep the unit maintained, the Declarant shall have the right to enter upon the unit for the purposes of maintaining the unit and the unit owner shall pay the Declarant for the cost of said maintenance, plus 15%. In the event the unit owner transfers debris to any other property within the Planned Community, the Declarant shall have the right to remove such debris and the unit owner shall pay the Declarant for the cost of said removal, plus 15%. Any payment to the Declarant pursuant to this paragraph shall be due within 15 days of the submission of the bill for such work.

19. **Landscaping.** Each unit shall be graded, seeded and landscaped not later than the first planting season after the substantial completion of the construction of a house on the unit. Final grading of all units shall provide adequate slope toward available drainage and shall not create standing water on adjacent property. Each unit owner shall be responsible for cutting the grass in the swale within Millcreek Township's right-of-way abutting such unit owner's unit.

20. **Dirt Removal.** Dirt, sand and gravel excavated in the construction of any house or other structure in the Planned Community, or in the clearing of any unit in the Planned Community, shall remain the property of the Declarant and the Declarant shall have the right to direct placement of excavated dirt, sand and gravel within the Planned Community at its discretion, unless the Declarant releases that right in writing.

21. **Business Use Prohibited.** No full-time or part-time business or profession of any nature shall be conducted on any unit.

22. **Wells Prohibited.** No oil, gas or water well shall be drilled or maintained in the Planned Community.

23. **Mailboxes.** Mailboxes have been specifically designed and purchased by the Declarant for resale to unit owners. In order to assure homogeneity in the Planned Community, mailboxes and posts must be purchased from the Declarant. No unit owner shall install or erect a mailbox on any unit in the Planned Community unless the mailbox is purchased from the Declarant.

24. **Signs.** No billboards, political signs, sales signs, other signs or devices of any kind may be placed on any unit, or within the windows of any house or any other structure on any unit within the Planned Community. This restriction specifically includes and prohibits signs placed by a unit owner or an agent for a unit owner offering the unit or house for sale or rent. Notwithstanding the foregoing (a) a building contractor, while constructing a house, may maintain a sign on the unit identifying the contractor with the construction, and (b) if a unit has been purchased from the

Declarant by a building contractor, prior to the execution of an agreement for the sale of the unit or house by the building contractor to a third party, the building contractor or a licensed real estate agent for the building contractor may maintain a sign on the unit offering the unit or house for sale.

25. **Lights.** No light posts higher than ten feet may be constructed on any unit in the Planned Community without the prior written approval of the Declarant.

26. **Fencing.** No fence is permitted on any unit in the Planned Community unless approved by the Declarant. Hurricane fences and chain link fences are not permitted on any unit in the Planned Community for any purpose.

27. **Vehicles, Trailers and Boats.** No tractors, trailers, commercial vehicles, automobiles not in regular use, mobile homes, camping trailers, self-contained camping units, snowmobiles, off-road vehicles, boats or boat trailers may be parked or stored on any unit within the Planned Community unless parked within an enclosed garage.

28. **Antennas and Dishes.** No television tower, radio tower or antenna, and no television, radio or satellite dish shall be placed on any unit in the Planned Community without prior written approval of the Declarant.

29. **Off-Street Parking.** Each unit shall provide a minimum of two off-street parking spaces within the unit's property lines for guest parking. These parking spaces shall be constructed of concrete, asphalt or brick. Parking spaces covered by stone will not be approved by the Declarant.

30. **Prohibited Construction.** The following buildings and structures are not permitted, and shall not be constructed, on any unit in the Planned Community: (a) dog pens; (b) above-ground swimming pools; (c) tool sheds; (d) storage buildings; (e) tents, (f) barns, (g) tree houses; and (h) swings and play equipment unless constructed of wood. Basketball backboards shall be permitted if erected on a free standing pole. The backboard must be either transparent plexiglass or a muted neutral color. The pole supporting the backboard must be painted either hunter green or brown. If possible, the pole and backboard must be located at the rear of the residence and out of view from the street. If the backboard cannot be located at the rear of the residence, it must be located adjacent to the driveway and positioned so that the front surface of the backboard is perpendicular to the street.

31. **Utilities.** All cables and wires for any utilities, including but not limited to gas, electric, telephone and television, for any house on any unit within the Planned Community shall be constructed underground.

32. **Vegetable Gardens.** No vegetable garden shall be maintained on any unit in the Planned Community until after the house on the unit is completed, and then only a single garden located behind the house for domestic use shall be allowed.

33. **Animals.** No horses, cattle, sheep, goats, hogs, rabbits, poultry or other livestock, and no snakes, spiders, monkeys or jungle cats, shall be kept or maintained on any part of any unit in the Planned Community. No breeding of animals for business purposes is permitted on any unit in the Planned Community. Notwithstanding the foregoing, this paragraph shall not be construed as prohibiting the keeping of dogs, cats and other domestic household pets upon a unit or in a house in the Planned Community.

34. **Offensive Activities.** No obnoxious or offensive activity of any kind shall be carried on upon any unit within the Planned Community. Nothing shall be done, placed or stored upon any unit within the Planned Community which is or may be or become an annoyance or nuisance to any other unit owner in the Planned Community, nor shall anything be done which causes or may cause or occasion any noise or odor which will or might disturb the peace, comfort or serenity of any other unit owner in the Planned Community. No exterior ornamentation, except Christmas and other recognized national holiday decorations, shall be permitted without the written consent of the Declarant.

35. **Trash.** All unit owners shall keep their units free of rubbish, trash and junk of any kind at all times. No garbage cans or trash containers shall be located in the front or side areas of the unit for more than a 24 hour period, and garbage cans and trash containers shall not be placed at the curb in excess of 24 hours. Trash enclosures are prohibited in the front or side yards of all units.

36. **Title to Streets.** The Declarant reserves title to the roads and streets in the Planned Community for the purpose of conveying title thereto to Millcreek Township for dedication as public streets. Declarant further reserves the right to full use of the streets for the purpose of constructing and maintaining conduits to be used for utility purposes. The unit owners and their successors in interest shall have the rights of ingress and egress over the streets.

37. **Open Spaces and Storm Water Management Facilities.** The open spaces and storm water management facilities depicted on the Plat shall be maintained by the Association and are permanently dedicated to their respective uses and neither the Association nor the unit owners may change such uses, in whole or in part, without the written approval of the Declarant and Millcreek Township. Within three years after the last unit in the Planned Community has been sold, the Association shall develop not less than 15% of the open space for the recreation of the residents of the Planned Community in accordance with Millcreek Township's approvals.

38. **Enforcement.** These Restrictions shall be covenants running with the land and shall be binding on all units and unit owners (except the Declarant), and shall operate for the benefit of and may be enforced by the Declarant, the Association or by the owner of any unit in the Planned Community. If there is a breach of these Restrictions and such breach continues for a period of 30 days after the date that the Declarant, the Association or any other unit owner provides written notification to the breaching unit owner to refrain from the breach and to correct the breach, the

Declarant, the Association and any other unit owner may apply to any court of law or equity for an injunction or other equitable or legal relief. If the relief is granted, the plaintiff in such action shall be entitled to its reasonable costs and expenses incurred in prosecuting the action, including court costs and attorneys' fees.

39. **Effect on Mortgage Financing.** No violation of these Restrictions shall defeat or render invalid the lien of any mortgage made in good faith for value as to any unit within the Planned Community. These Restrictions shall be enforceable against the owner of any unit in the Planned Community acquired through foreclosure or by deed in lieu of foreclosure.

40. **Effect of Delay and Enforcement.** No delay or omission on the part of the Declarant, the Association or the owner of any unit in the Planned Community in exercising any right which arises because of a breach of these restrictions shall be construed as a waiver thereof or acquiescence therein. No right of action shall accrue against the Declarant, nor shall any action be brought or maintained by anyone against the Declarant, because of the failure or refusal of the Declarant to exercise any right hereunder, or because of the manner in which the Declarant exercised any rights hereunder.

41. **Transfer of Declarant's Rights Under Restrictions.** On the date upon which the Declarant conveys title to the last unit that may be created in the Planned Community to a third person, all rights of the Declarant hereunder, including but not limited to the rights to grant, consent and review and approve plans and specifications, shall automatically transfer to the Association, unless such rights shall have been transferred from the Declarant to the Association in writing prior to that date.

42. **Term and Amendments.** These Restrictions shall continue and remain in full force and effect at all times until December 31, 2019, at which time these Restrictions shall be automatically extended for a period of ten years, and thereafter for successive ten year periods, unless on or before the end of one of such extension period the authorized representatives of the Association shall record in writing a termination, modification or amendment to these Restrictions.

43. **Restrictions as Supplement.** These Restrictions shall be supplemental to any applicable provisions in the Declaration and any present or future zoning laws or ordinances, and no provision in these Restrictions shall be deemed to authorize any act in violation of the Declaration or of any laws or ordinances.

44. **Interpretation of Restrictions.** These Restrictions shall be construed under the laws of the Commonwealth of Pennsylvania. If any of these Restrictions is declared to be void, the balance of the restrictions shall survive. These Restrictions shall be legally binding upon the heirs, administrators, representatives, successors and assigns of all unit owners of the Planned Community.

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