

DECLARATION OF RESTRICTIONS, COVENANTS  
AND RESERVATIONS FOR CENTRE HILLS BLOCK III SUBDIVISION,  
COLLEGE TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA

THIS DECLARATION made this 3rd day of November, 1992,  
by FREDERICK J. KISSINGER and RICHARD G. KISSINGER, hereinafter  
called "Developer".

WHEREAS, Developer is the owner of real premises  
described in Exhibit "A" of this Declaration, known as Centre Hills  
Block III Subdivision, and Developer desires to develop thereon a  
residential subdivision together with facilities for storm water  
management and for entryway identification for the benefit of such  
community; and

WHEREAS, Developer desires to provide for the  
preservation of said facilities; and, to this end, desires to  
subject the real property referred to on Exhibit "A" to the  
covenants, restrictions, easements charges and liens hereinafter  
set forth, each and all of which is and are for the benefit of said  
property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the  
efficient preservation of the facilities in said community to  
create an agency to which will be delegated and assigned the powers  
of maintaining and administering the community facilities,  
administering and enforcing the covenants and restrictions, and  
levying, collecting and disbursing the assessments and charges  
hereinafter created; and

WHEREAS, Developer has incorporated or intends to incorporate under the laws of the Commonwealth of Pennsylvania as a nonprofit corporation the Centre Hills Block III Homeowners Association for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property described on Exhibit "A", attached hereto and made a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens, collectively and individually hereinafter referred to as "Restrictive Covenants" and the lots which are the subject of these Restrictive Covenants, all being lots contained in the Centre Hills Block III Subdivision, and said lots are hereby subject to and imposed with the following Restrictive Covenants as to the use thereof, which restrictions shall be construed as covenants running with the land and binding upon whosoever shall own or acquire the within-described lots at any time hereafter. These Restrictive Covenants shall be as follows:

#### ARTICLE I

#### DEFINITIONS

Section 1. The following words when used in this Declaration or any subsequent supplemental declaration shall have the following meanings:

- (a) "Association" shall mean and refer to the Centre Hills Block III Homeowners Association, its successors and assigns.
- (b) "The Properties" shall mean and refer to all properties, both lots and public rights of way, as shown on Exhibit "A", attached hereto and made a part hereof.

- (c) "Lot" shall mean and refer to any plot of land intended and subdivided for residential use, shown upon one of the recorded subdivision maps of The Properties.
- (d) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to the foreclosure or any proceeding in lieu of foreclosure.
- (e) "Members" shall mean and refer to all those Owners who are members of the Association. All Owners as herein defined, upon acquiring title to any Lot, shall automatically become a member of the Association.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Membership in the Association shall be governed by the By-Laws of the Association as the same may be enacted or amended from time to time. All Owners, upon acquiring title to any Lot shall automatically become a Member of the Association and shall be subject to this Declaration and to the By-Laws of the Centre Hills Block III Homeowners Association.

Section 2. Voting Rights. Voting rights in the Association shall be likewise as set forth in the said By-Laws as enacted and amended from time to time.

Section 3. Suspension of Membership Rights. Suspension of membership rights shall occur as provided for in the aforesaid By-Laws.

### ARTICLE III

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by them within The Properties, hereby covenants and each subsequent Owner of any such Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments for improvements; and (2) special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the persons who are the Owners of such property at the time the assessment fell due.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the facilities including, but not limited to,

insurance thereon and repair, replacement or additions thereof, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments.

Commencing with the conveyance of the first Lot to an Owner, the annual assessment shall be at the rate of \$25.00 per Lot payable annually on or before March 1.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the assessments at a different amount, provided that it shall be an affirmative obligation of the Association and its Board of Directors to fix such assessments at an amount sufficient to maintain and operate the facilities.

The Developer shall be exempt from the payment of any assessment or charge with respect to any Lots owned by Developer unless the Developer rents a Lot with a house thereon, in which event Developer shall pay the same as any other Owner.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 of this Article III, the Association may levy in any assessment year one or more special assessments applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of the majority of the votes of

the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

The due date of any special assessment under this Section shall be fixed in the resolution authorizing such assessment by the Board of Directors.

Section 5. Change in Annual Assessments. The Board of Directors of the Association may prospectively increase or decrease the annual assessments from time to time as the same may be deemed necessary in the sole discretion of the said Board.

Section 6. Quorum. The quorum required for any action authorized by Section 4 of this Article III shall be as follows:

At the first meeting called, as provided in Section 4 of this Article III, the presence at the meeting or of proxies entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum.

Section 7. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the first Lot from Developers to an Owner. The annual assessments shall be due and payable no later than March 1st of each year.

Section 8. Duties of the Board of Directors. In the event of any change in the annual assessments as set forth herein, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for

each assessment period at least thirty (30) days in advance of such date or period and shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of the Assessment. The Personal Obligation of the Owner: The Lien; Remedies of Association. If any assessment is not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall be deemed delinquent and, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall continue as a lien on the Lot which shall bind each Lot of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of two (2%) percent per month and the Association may bring legal action against the Owner personally obligated to pay the same or may enforce or foreclose the lien against the property; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee of 25%, but not less than \$50.00, together with the costs of the action.

Section 10. Continuance of Lien. In the event Owner shall transfer his Lot while an assessment of any kind remains unpaid, the lien of the assessment shall continue to be a charge on the Lot and shall continue as a lien until paid. The Association shall furnish any prospective purchaser with a certificate upon which all unpaid assessments shall be listed together with interest and costs at any time upon request.

Section 11. Specific Maintenance Obligations. The Centre Hills Block III Homeowners Association shall have responsibility for but not limited to the following matters:

- (1) Maintenance of the detention basin, drainage easements or other drainage structures outside the street right-of-way as shown on the Final Subdivision Plan for Centre Hills Subdivision Block III including maintenance of pipes and outlet structures.



- (2) Maintenance of entry designation sign including cost of electrical service as constructed by Developer at the intersection of Hunter Avenue and Branch Road.
- (3) General maintenance of the Subdivision as the Homeowners Association deems appropriate.
- (4) In the event lot owners fail to maintain drainage ways or storm water detention basins as required by note included on the aforementioned Subdivision Plan and as required by Restrictive Covenants, Homeowners Association shall mow and maintain said areas and assess individual lot owners for the expense of such maintenance.
- (5) Annually, Board of Directors will provide College Township a list of the names and address of the Homeowners Association Board of Directors and officers in writing.

#### ARTICLE IV

##### PROTECTIVE COVENANTS

- 1) The above-described premises shall be used for residential purposes only and no building shall be erected, altered or permitted on the premises other than a one-family residence and a private garage for at least two but not more than three cars and no garage shall be used for residential purposes.
- 2) No building shall be erected nearer to the line of any street than 40 feet nor nearer to any side lot line than 15 feet.
- 3) No structure shall be erected, altered or placed upon the premises herein conveyed until a complete set of plans and specifications for the same shall have been furnished to Developers, their heirs or assigns, and such plans have been approved in writing. Grantees further agree that no changes

shall be made in said plans and specifications without the written consent of the Developers, their heirs or assigns. Plans shall include four (4) exterior elevations drawn to scale showing grades and choices of colors, textures and materials.

- 4) Site plans must be approved in writing by Developers, their heirs or assigns, prior to the commencement of construction. All site plans shall be submitted to Developers or Developers' designee who shall have thirty (30) days in which to disapprove the aforesaid plan. In the event Developers take no action within thirty (30) days, the submitted plan shall be deemed approved. All construction shall be performed in accordance with the proposed site plan. All site plans shall be prepared and all construction shall be performed in accordance with the requirements of all storm water management plans as well as any erosion and sedimentation plans approved by the appropriate regulatory authority affecting the within subdivision.
- 5) Landscaping of the premises will be professionally done in accordance with plans submitted to and approved by Developers, their heirs and assigns. A minimum equivalent to 10% of the lot price shall be spent on landscaping including lawn installation.
- 6) No trailer, camper, recreational vehicle, boats and related trailers or similar vehicles, basement, tent, shack, garage, barn or other building of a temporary nature shall be constructed, placed or allowed to remain on the premises, whether used for dwelling purposes or not.
- 7) Each residence must provide for off-the-street parking with a paved driveway.
- 8) No manufactured homes, trailers, double-wide homes or mobile homes of any type shall be permitted.
- 9) All dwellings must have a minimum of 2,000 square feet of finished living area excluding garages and basement areas.
- 10) Once construction has begun, building of a dwelling must be completed within one (1) year.
- 11) No abandoned, unlicensed or inoperable vehicles may be stored unless enclosed within a garage.
- 12) The parkway area between the curb line of any street abutting on this lot and the adjacent lot line of the Grantees herein shall be planted and kept in grass comparable with the grass lawn on the lot and no plantings shall be made or other structure erected on said parkway area without written

permission having first been secured from Developers, their heirs and assigns.

- 13) No antenna of any kind may be fastened to the chimney or any other part of a building on the premises, nor may any free standing antennas, including satellite dishes, be placed on the premises.
- 14) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
- 15) At the time that building improvements are erected on the premises and before occupancy thereof, Grantees shall provide at their expense a post light of 100 watt mercury vapor, or approved equal, with automatic dusk-to-dawn switches.
- 16) The Grantors ~~are~~ hereto shall have the right, if they so elect, within five (5) years after they shall convey a lot in this subdivision, and if no residence has been started and substantially completed on that lot, to repurchase such lot for the price at which it was originally sold by the parties. In the event that municipal improvements of any sort shall have been made to the premises after the original conveyance by the parties hereto, the reconveyance by the purchaser shall be made subject to the cost or lien of such improvements, and the owner shall be reimbursed for any expenditures in this connection which he shall have made.
- 17) No tree, deciduous or evergreen, having a caliper of more than one (1) inch may be removed prior to or at the time of initial construction without the approval of the Developers.
- 18) Lot Owners for themselves, their heirs, successors and assigns, shall comply with all applicable state and local laws, ordinances or regulations concerning erosion and sedimentation control during any earth moving activity on the Lot Owners' respective Lot. Lot Owner shall comply fully with the erosion and sedimentation plan for Centre Hills Block III and shall indemnify Developer from any and all fines or expenses paid by or assessed against Developer as a result of earth moving activities conducted by Lot Owner on land within the Subdivision.
- 19) No Lot may be further subdivided. Lot consolidation shall be permitted subject to municipal regulation. No consolidation shall reduce the per lot assessment obligations contained herein.

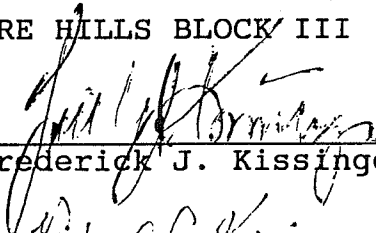
- 20) Each building shall be provided with gutters and downspouts and all roof water shall drain to underground sumps. Each lot shall be equipped with a store sump to collect runoff from roof and foundation drains. The stone sumps shall provide 400 cubic feet of volume per each 1,000 square feet of drainage area. Each stone sump shall be wrapped in EXXON PO511 or equivalent type geotextile fabric. Sumps will be constructed with No. 4 stone. Sump volume specified is for entire sump including stones and voids.
- 21) The restrictive covenants described in this Article IV of the within Declaration shall expire on 1st day of September, 2042. The remaining provisions of the within Declaration shall continue in perpetuity.

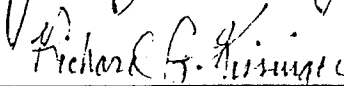
ARTICLE V

SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provision which shall remain in full force and effect.

CENTRE HILLS BLOCK III

By:   
Frederick J. Kissinger

By:   
Richard G. Kissinger

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF CENTRE )

On this, the 3rd day of Nov., 1992, before a Notary Public, the subscriber, personally appeared Frederic Kissinger and Richard G. Kissinger, t/d/b/a Centre Hills Block known to me (or satisfactorily proven) to be the persons w names are subscribed to the within instrument and acknowledged they executed the same for the purposes therein contained.

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

*Ruth Anna Williams*

NOTARIAL SEAL  
RUTH ANNA WILLIAMS, NOTARY P  
STATE COLLEGE BORO, CENTRE C  
MY COMMISSION EXPIRES MARCH