

**Paradise Point on Trough Creek LLC (also known as Biddle Family Partnership)
Protective Covenants
For all Lots accessed by Harry Hill Road
(Phase I Paradise Point also including Phase II accessed by Molly Meadow Lane and
Doria Drive)**

1. **Land Use and Building Type.** No lot or tract (both hereafter referred to as lot) shall be used except for residential and related purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than residential related structures, including but not limited to garages as approved by the "Developer, Architectural Control Committee/Property Owner's Association" (hereafter PPOA).
2. **Architectural Control.** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the PPOA, as defined in Covenant #25 hereinafter, initially the Developer, as to quality of workmanship and materials, harmony of color with the earth tone colors of the natural surrounding, and as to location with respect to topography and finish grade elevation. No detached garage, or other outbuilding, or wall, or fence shall be erected, placed or altered on any lot without first being approved by the architectural control committee. All building plans shall show a four-side elevation plan. Fence plans shall show an accurate picture of the type of fencing and height of fencing. Generally, no fence over four feet high will be approved and fence along the roadways are discouraged and shall be approved only with sufficient justification such as unavailable space in the rear yard, etc. Lot setbacks should be 50' front, 50' side and 30' rear.
3. **Dwelling Cost and Quality.** No dwelling shall be permitted on any lot without submitting the plans to the PPOA for approval. Plans must be in a sufficient detail to assure that all dwellings shall be of quality workmanship and materials. All foundations, which are above ground, shall be faced with brick, stone, or other appropriate covering as approved by the PPOA.
4. **Mobile Homes.** The placement of mobile homes in the subdivision is prohibited.
5. **Campers and RV's.** Unscreened Campers or RV's of lot owners or their invitees may be parked on a lot for a period of not more than two continuous weeks. Campers or RV's shall not be used as a long-term residence on any lot without the approval of the PPOA, and then, only under special circumstances such as, a required residence during construction of the main residence, or other compelling reasons, as approved by the PPOA or developer. Campers or RV's of lot owners may be kept indoors or screened for any period of time.
6. **Temporary Structures.** No structure of a temporary character, house, trailer, basement, tent, shack, garage, or any other building or structure shall be erected upon or be used on any lot at any time as a residence either temporarily or permanently, nor shall any partially completed building be used as a residence, unless for cause shown, a property owner can show undue hardship and the PPOA approves the structure of use for a limited period of time, not to exceed nine (9) months. No such structure shall be placed on any lot for any purpose without approval of the PPOA.
7. **Building Location.** Building shall be located in the building area as shown in the plans as approved by the municipality in which it is located.
8. **Lot Area and Width.** Lot area and width shall be approved by the municipality in which it is located.

9. **Easements.**
- A. The Developer and its successors and assigns shall have the right to install, reinstall, and repair and maintain utilities and other amenities within all roadway right of ways as shown in the recorded subdivision plans.
 - B. Additional easements for installation and maintenance of underground utilities, amenities, and drainage facilities are reserved as shown on the recorded plan and over the front, side, and rear 10 feet of each lot. Within easements, no structure, planting other material or improvement shall be placed or permitted to remain which will potentially damage or interfere with the installation and maintenance of installed utilities, drainage or amenities. The easement area of each lot and all improvement to it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority, utility company, the Developer, or the PPOA is responsible. If 2 or more lots are consolidated prior to installation of any utilities, amenities or drainage facilities on a particular easement, the easement herein granted in any area more than 15 feet within the consolidated lot shall be extinguished immediately upon the creation or conveyance of the consolidated lot, whichever is earlier.
10. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become a material disturbance to the property owners in the subdivision, especially neighboring property owners, whether or not obnoxious or offensive activity constitutes a common law nuisance to the neighborhood. For the common good noise should be minimized after 11:00 pm
11. **Signs.** No sign of any kind shall be displayed on any lot in excess of 5 square feet which may be one customary sign advertising the property for sale or for rent, one sign used by a builder to advertise the property during construction and sales, or one sign for other purposes. Ordinary signs used by professional realtors or builders used generally in their course of business need not be pre-approved. All other signs must be pre-approved in advance by the PPOA before placement on any lot.
12. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, of any kind shall be permitted upon or in any lot. No derrick or other structure designed for use in boring or oil or natural gas shall be erected, maintained or permitted upon any lot or lands of the developer. Mining and quarrying are prohibited except for the excavation of shale for construction of subdivision roads and to improve the access and grade of driveways and other roads connecting thereto. Such shale mining shall be permitted only until roadways leading thereto in the subdivision are completed. No other major excavation, or drilling except for water, shall be permitted without approval of the PPOA.
13. **Pets, Livestock and Poultry.** No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot. Household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No pet shall be kept chained outside for a period of more than 12 continuous hours. Any barking or noisy pet shall be subject to the Nuisance provision above.
14. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish generated other than on the lot. Trash, garbage or other waste shall be kept in sanitary containers, and, then, only until regularly scheduled pick up by a garbage hauler.
15. **Sewage Disposal.** No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations currently in effect under laws and regulations of the Commonwealth of Pennsylvania.

16. **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitation shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No obstruction portion of any trees or shrubs shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.
17. **Earthmoving Excavation and Driveways.** The Developer of Phase I of the Paradise Point at Trough Creek LLC received an NPEDS Permit for the Phase I of the Paradise Point Subdivision. The responsibilities under this permit for all earth moving shall be transferred to each lot owner in as much as any earth moving or excavation is required on their premises. A copy of the NPEDS Permit will be included in the closing documents for all sales from the Subdivision. Driveways to all lots shall be constructed to provide proper drainage as approved by the Developer or the Property Owners' Association. Each lot owner shall retain maintenance responsibilities as set forth in the NPEDS Permit, which may be enforced by the PPOA.
18. **Stored or Abandoned Vehicles or Other Unsightly Property.** No unsightly vehicles or their property including but not limited to truck, buses, cars, vehicles, or their unsightly property may be stored upon or left abandoned on any lot. Recreational vehicles, boats, and other personal property used by lot owners shall be stored indoors, or, if outdoors, upon the request of the PPOA, screened by planting, trees, or in any other manner approved by the PPOA.
19. **Road Maintenance Fee and Amenity Assessment.**
- A. *The present Supervisors of Todd Township have indicated that the township does not intend to take over the roadways of the Subdivision. Therefore, any grantee is advised that the road maintenance fee may be perpetual.* The Developer may assess each lot owner the sum of \$100.00 per year, per parcel, for the use, upkeep, and maintenance of the rights-of-way within and leading to any lot in this section of said Subdivision, and such other common facilities as the Developer may provide thereon. Any assessment made pursuant to this paragraph shall constitute a lien on each and every parcel within said Subdivision until paid and payment of said assessment and levy shall be payable on or before the 31st day of January of each year thereafter. The \$100.00 fee shall not be raised until 2 of the 3 members of the PPOA, which becomes the PPOA when the second of the three members is elected by the property owners. When 2 of the 3 members of the PPOA are lot owners other than the Developer, the PPOA shall have the power to raise the fee by not more than 10% per year after receiving an affirmative vote from at least a majority of the property owners voting at a meeting, to increase the assessment. No property owner who is in default in the payment of his/her annual assessment, which becomes delinquent February 1st in the year assessed, shall be entitled to vote on any matter submitted to the PPOA until that property owner's fees and assessments are paid in full.
- B. At such time as the PPOA is composed of 2 members elected by the property owners, the PPOA shall have the right to assess lot owners from time to time an amount necessary to provide for unforeseen circumstances for maintenance of common facilities, which assessment must be approved by a majority of the property owners voting at a meeting. No such assessment levied shall be imposed more than once in 2 consecutive years.
20. **Road Maintenance and Assessment Late Fee.** Any assessment made pursuant to the provisions immediately hereinbefore shall include a late fee of \$25.00, which shall be added

the last day that it is due, plus interest at the rate of New York Prime plus 6% from that date of delinquency.

21. **Cessation of Road Maintenance Fee.** In the event that the entire road system served by Harry Hill Road is taken over by the municipality or state in the future, any road maintenance fee assessed hereunder shall cease. In the event that a portion of the roadway is taken over by the township or governmental entity in the future, the road maintenance fee shall be reduced accordingly by the PPOA, so that, only such amount that is necessary to maintain the balance of the roadway not taken over by the governmental unit, is assessed. Even though a particular lot fronts on the portion of the road system taken over a public road, the lot owner of that lot shall continue to pay the road fee as long as any portion of the road system is private. This provision is enacted because certain amenities of the subdivision are available to all lot owners and access these amenities may be gained over the furthest extension of the roads, which remain private roads.
22. **Waiver of Right to Demand Public Roads.** No property owner shall have the right to demand that Todd Township is required to take over the roads leading to that owner's lot in the Subdivision.
23. **Consent.** Although the Supervisors of Todd Township have indicated that they have no intention of taking over the roads in the subdivision, and these covenants state that the roads are laid out to be private roads, a property owners association is set up to maintain the roads, and there is no intention of any party for said roads to be come public roads. This provision is included so that no property owner can take advantage of Todd Township by claiming damages if the roads, or a portion thereof, are taken over by the Township. Therefore, the Grantees of all lots served by Harry Hill Road hereby agree, by accepting the deed to each lot, on behalf of themselves, their successors and assigns, consent to the taking over by the Township of Todd of any roadways forming part of the lot conveyed to the said Grantees and do further, by acceptance of the said Deed, waive any further notice of taking over of the said road by the said Township and so specifically agree for themselves, their successors and assigns, that the shall entitled to not damages on account of the taking over of the said roadway.
24. **Architectural Control Committee/Property Owners' Association . (PPOA in these restrictions.**
 - A. **Membership.** The PPOA of 3 members is composed initially of members chosen by the Developer. A majority of the committee may designate a representative to act for it between meetings. In the event of death or resignation of any member of the committee, Developer shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant hereto from monies assessed on sold properties. After 51% of lots that are projected to be served by Harry Hill Road and all roadways leading therefrom are sold or prior to that time, upon agreement of the Developer and the PPOA, the then record owners of a majority of the lots other than the Developer shall elect one member to the PPOA. After 85% of the lots that are projected to be served by Harry Hill Road and all roads leading thereto are sold or at such time any law or ordinance requires the Developer to cede control of the PPOA, the record owners of a majority of the lots other than the Developer shall elect two members of the three-member PPOA, which shall then become the PPOA.
 - B. **Procedure.** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove or ask for additional information giving reasons therefore within 30 days after plans and specification have been submitted ot it in writing and received by the

PPOA, approval will not be required and the related covenants shall be deemed to have been fully complied with.

- C. The PPOA shall be responsible for maintenance of amenities dedicated to the use of all property owners. It shall be empowered to collect fees for use of such amenities, shall pay expenses relating thereto.
- 25. Outside Furnace.** Since this is a wooded subdivision and the trees are one of the important amenities, fire prevention and control is an absolute necessity. Commercial outdoor grills, external fireplaces, and fire pits are permitted. Residents are urged to exercise caution in use of any open fire. Any open fire must be attended and extinguished when purpose has been fulfilled.
- 26. Tree Protection Provision.** Much of the ambience of the property is provided by the trees. In order to preserve the wooded nature of the subdivision, no property owner other than the developer and its successors as defined in Paragraph #30 hereinafter shall cut any tree over 8" diameter 12" from the ground within 25 feet of any lot line or highway right of way line, except the limitation shall be 55 feet of any lot line which extends to the center line of a development road, without the approval of the PPOA. This provision shall not apply to trees cut by utility companies or those performing work in the utility easement areas or to open space which shall be controlled by the Developer until turned over to the PPOA, as provided for hereinafter. Approval of any home shall constitute approval to cut such trees as are necessary for the home well, septic system, and other improvement and driveway to the home as shown on the plan submitted to and approved by the PPOA.
- 27. Roads.** No roads or roadways or lands in the Subdivision shall be used for racing or in any other annoying manner as determined, regulated and/or prohibited by the Developer, the PPOA, or any successor PPOA, by any motor driven vehicle including, but not limited to aggressive tires, automobiles, trucks, trail bikes, motorcycles and all terrain vehicles. The Developer, or any successor PPOA, shall have the right to erect and enforce speed limit and other traffic signs on all roadways in the subdivision. All property owners agree that on behalf of themselves, their successors or assigns, their families, their invitees and for all vehicles and drivers in the subdivision to enforcement action by the Developer PPOA, or a successor PPOA formed by the Developer, of all of said restrictions and/or prohibitions or regulations in effect, from time to time in the future. Enforcement shall be as permitted by this Section, and all other sections of the restrictions and exhibits or amendments thereto, and by any other manner permitted by law or in equity. Subject to the prohibitions or regulations in effect, from time to time, as determined by the Developer, the PPOA, or a subsequently for PPOA, motor vehicles, including but not limited to usual passenger vehicles, trucks, necessary commercial vehicles for any construction, repair or replacement work in the subdivision, delivery trucks and all other licensed vehicles, shall be permitted on the roads of the subdivision.
- 28. Noise Abatement.** No unlicensed driver shall be permitted to operate a motor vehicle requiring a licensed driver within the boundaries of the Subdivision. Any motorized vehicles, including but not limited to, automobiles, trucks, trail bikes, motorcycles or all terrain vehicles, shall have muffling equipment to provide for proper noise abatement. The PPOA may set age, hours of operation, and other restriction on the use of unlicensed vehicles in the subdivision including prohibition of certain vehicles and or activities and stopping completely the use of certain types or classes of unlicensed vehicles.
- 29. "Other Lands of the Developer".** The Developer, or its successors and assigns, shall have the right on "other land of the Developer" to consolidate lots, eliminate lots, subdivide lots, build community sewage systems on, drill community wells on, build additional roads on, grade, re-grade, fill, remove shale, sand or rocks from, build storage tanks for water on, install utilities, including, but not limited to water lines, sewer lines and all other utilities,

underground, or overhead as appropriate, use open space to develop amenities at the discretion of the Developer, its successors and assigns, or otherwise redevelop the lands including "Open Space" shown on plan as Lot 9 in the subdivision, prior to the sale of said lands or any parcel lot or tract of said lands to any third party who is not the original Developer or a Developer who is a successor to the original Developer. Any conveyance of a parcel of land in the subdivision in excess of two acres shall be considered a party who is a successor of the Developer and shall still be considered "other lands of the developer."

- 30. Enforcement.** The developer, the PPOA or any lot owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now and thereafter imposed by the provision of this declaration against any property owner other than Developer. Failure of the Developer, the PPOA to enforce any provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor, shall the failure of any of the above to enforce a particular covenant be the subject of legal or equitable action against any of the property owners other than Developer by a property owner or group thereof. All legal fees and related costs of enforcing a violation of any of these restrictions and covenants by the Developer, or the PPOA shall, become an additional assessment against the lot of any lot owner who individually or through his agents, servants, workmen or invitees has caused the assessment action to be initiated violates any of any of these covenants.

Enforcement of all provisions of these restrictions prior to resort to suit before a magistrate or in county court proceedings shall be as follows:

- A. The first incident of violation of these restrictions by a property owner, or by their family or guest, shall result in a written warning that a second similar or related violation will result in a special assessment of \$100.00, which will be placed as a lien against the property of the owner who is personally responsible or whose family or invitees have caused a the second offence.
 - B. The written notice of the second similar or related offense will be accompanied by the notice of the \$100.00 assessment.
 - C. A third similar or related offense will result in a \$300.00 assessment in the same manner.
 - D. A fourth similar or related violation is will result in a \$500.00 assessment.
 - E. The above assessments may be placed by lien or otherwise enforced by a civil suit under Pennsylvania law against the owner of the lot or tract who individually through his/her agents, servants, workmen or invitees has caused the assessment action to be initiated.
 - F. In addition to the above assessments, the Developer, or Property Owners' Association may exercise all legal and equitable remedies available to it under the laws of the Commonwealth of Pennsylvania against any property owner other than Developer.
 - G. Prior to sale or transfer of all lands of the Developer not included in a subdivision finally approved by Todd Township as a lot less than 2 ¾ acres the Developer's actions on "Other Lands of the Developer", including "OPEN SPACE", shall limited only by provisions set by Protective Covenant 34 and the covenants therein recited hereunder, which may be enforced against Developer by suit of the PPOA or property owner in the Subdivision.
- 31. Open Space.** For all purposes on development plans, in these Protective Covenants and in any and all documents relating to all lands of Paradise Point, "other lands of the Developer" shall be as defined in Covenant 30 and "OPEN SPACE" shall be as defined and governed by the definition and provisions of this Covenant #32 and not by any law, ordinance or other document in existence or hereinafter created. There are certain areas presently designated on the Mater Plans as "OPEN SPACE" certain areas. The use and administration of these "OPEN SPACE" areas is to be governed initially by the Developer, and thereafter when the at the Developer's discretion, leases or conveys the "OPEN SPACE" are or portion an "OPEN SPACE" area to the PPOA in a manner consistent with these protective covenants.

Any use consistent with these protective covenants shall be permitted including, but not limited to : parking, walking trails, ski trails, access from wherever to wherever is appropriate, providing other recreational opportunities including but not limited to, ski slope operations, picnic areas, panoramic view areas, provide community or individual lot sewage systems, be used to provide community or individual wells, provide overflow residential areas, and such other purposes as the developer, and thereafter, upon delegation of this function to the PPOA, as set forth above by Developer, to the PPOA, may determine. Different areas of "OPEN SPACE" may be dedicated to different uses permitted hereinbefore.

∞No fee shall be charged for the use of "OPEN SPACE" for walking, cross country skiing or other recreational activities, which do not require capital investment to provide for the particular use unless, for example, maintenance of walkways or cross country ski trail requires maintenance, improvements, or other costs, which necessarily must be offset by the user fees or other fees. All other uses of any "OPEN SPACE" shall be offered at costs, which are reasonable for the use or opportunity offered as determined by an independent expert chosen by the Developer, or if the Developer no longer owns, or leases, the area for which the fee is questioned by the PPOA.

Recognizing that the Subdivision is adjacent to thousands of acres of public lands on 2 sides which are all public lands, the fact that exact planning for the future in perpetuity is impossible, that land planning is in a constant state of flux, that new building and land use technologies may be developed in the future, "OPEN SPACE" designated or initially approved plans shall be used with complete flexibility and subject to the regulations above and hereinafter with only the following limitations:

The areas designated as "OPEN SPACE" on the master plan are approximate and the Developer shall have the right to make such amendments to the exact boundaries of any designated "OPEN SPACE" as the Developer deems appropriate, from time to time, until all lots are sold, or the Developer in Developer's discretion either leases, donates or sells such lands to the PPOA or others subject to the following:

- A. No land that is designated as "OPEN SPACE" on the approved plans in effect when the lot was purchased that is within 25 feet of a lot that has been sold shall be sold as part of a lot eliminated from "OPEN SPACE" designation without the written consent of the property owner or the owner's successors and assigns.
- B. Such portion of "OPEN SPACE" as used for a particular purpose requiring a capital investment may be mortgaged or pledged for any loans for the capital investment required to provide that use or amenity.
- C. "OPEN SPACE" areas may be owned by the Developer, its successors and assigns, or the PPOA or such other entity as Developer determines, in the developer's sole discretion.

The Developer shall have the option to dedicate any lot or portion of a lot that has not yet been sold as "OPEN SPACE" to be included in the definition of Protective Covenants, "Other lands of the Developer" including "OPEN SPACE" as defined in Covenant #34 hereinafter.

32. Storm Water Facilities and Other Maintenance. Initially, the Developer, and then after sale of a lot, each lot owner is responsible for the maintenance of all storm water facilities on their lot including any such facilities, which were installed by the Developer on his/her lot. Each lot owner is responsible to properly install and have inspected the soil and erosion control swales required for handling the storm water run off created by construction of the dwelling, outbuildings, driveway and other construction on their particular lot. The landowner will continue to be responsible for maintenance of the facilities installed as part of the home construction perpetually. Each lot owner is responsible to maintain his lot in a neat condition except that portion of lots that are wooded need not be mowed or otherwise

disturbed from their natural condition after being deeded to an owner. Non-wooded areas shall be mowed at least 3 times a year, by June 1, July 15 and September 1. All requirements of this provision shall be enforced by the Developer, initially, then the PPOA.

- 33. **“Other Land of the Developer”.** The grantees of each lot understand Protective Covenants shall apply to all lots using Harry Hill Road for access except for “other lands of the Developer” as defined hereinbefore in covenant #30, including “OPEN SPACE”, “other lands of the Developer” and “OPEN SPACE” shall be subject only to covenants 5,7,8,11,12,13,14,15,16, and 30. All grantees agree and understand by accepting deed to any lot or interest in any dwelling in the subdivision, that only the covenants 5,7,8,11,12,13,14,15,16, and 30 above apply to “other lands of the Developer” and “OPEN SPACE” defined above.
- 34. **Further Covenants.** Nothing herein shall prohibit the Developer from placing further restrictive covenants or more restrictive covenants on any parcel, parcels, lot, or lots in “other lands of the Developer” prior to conveyance of same.
- 35. **Severability.** Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.
- 36. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which the said covenants shall be automatically extended for successive periods of 10 years unless an instrument, signed by a majority of the then owners of the lots, has been recorded, agreeing to change said covenants in whole or in part.

The above Protective Covenants were executed the _____ day of _____, 20____, by Paradise Point on Trough Creek LLC to be covenants on the lands of Paradise Point on Trough Creek LLC acquired by deed recorded in the office of the Recorder of Deed of Huntingdon County in the Deed Book Volume ? , Page ? and in Deed Book Volume ? , Page ? .

HUNTINGDON COUNTY : SS

ON THIS, the _____ day of _____, 20____, Before me, a Notary Public, personally appeared Joseph F Biddle II who acknowledged him self to be the President of Paradise Point on Trough Creek LLC. And that being authorized to do so as such President executed the foregoing instrument on behalf of the LLC for the purposes therein contained.

IN WITNESS WHEREOF I hereunder set my hand and official seal.

My Commission Expires: _____