

**DECLARATION OF RESTRICTIVE COVENANTS,
RESERVATIONS AND EASEMENTS
FOR THE CREE MANOR
SINGLE-FAMILY RESIDENTIAL SUBDIVISION
WALKER TOWNSHIP, HUNTINGDON COUNTY, PENNSYLVANIA
D.W. MILLER, INC., DEVELOPER**

The Real Estate which is subject to these Restrictions, Covenants, Reservations and Easements is that parcel located in Walker Township, Huntingdon County, Pennsylvania, more fully described in Exhibit "A" as attached hereto and as shown on the Final Plan for Cree Manor (hereinafter "Plan") recorded in Plan Book 8, Page 2 in the Office of the Recorder of Deeds for Huntingdon County, Pennsylvania. Developer is D.W. Miller, Inc., Post Office Box 233, Huntingdon, PA 16652 ("Developer").

Each lot in the Cree Manor Single-Family Residential Subdivision designated by the Developer, being those lots included in the real estate described in Exhibit "A" attached hereto, shall be conveyed UNDER AND SUBJECT to the following conditions, covenants, easements and restrictions which shall be construed as covenants running with the land, which each Grantee by the acceptance of a deed for property in said subdivision, on behalf of themselves, their executors, administrators, heirs, successors, and assigns, agrees to keep and perform:

1. Each lot shall be used for residential purposes only, and only one (1) single family residential dwelling may be erected or maintained on each lot with a private garage for not less than one (1) car nor more than three (3) cars. The dwelling shall contain at least one thousand three hundred (1300) square feet of above-grade living space excluding any garage. No garage shall be used for commercial purposes. Only such other outbuildings or appurtenances, if any, as shall be approved by Developer may be erected or placed on the lot. Home occupations and professional offices shall not be conducted or maintained on the premises.

2. No manufactured, modular or mobile home or any temporary structure shall be kept, maintained or allowed on the premises except children's tents; nor shall any motor homes, campers, boats or recreational vehicles be kept or stored on the premises unless garaged. In the event that a motor home, camper, boat or recreational vehicle is kept or stored in a garage, then the garage door shall be kept closed at all times except as may be required for the removal of such items. However, a construction trailer may be placed on a lot during the early stages of construction of a home, but such construction trailer shall not remain on the lot for more than three (3) months, and shall be removed when the home is enclosed and under roof.

3. No lot may be used as a means of access or egress to or from any other real estate except with Developer's specific written consent.

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4. No animals, livestock, horses or poultry of any kind shall be raised, bred or kept on the premises except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that there shall be kept on the premises no more than two (2) dogs and/or cats. No outdoor dog houses or kennels may be erected on the premises.

5. No buildings shall be erected, altered or placed upon any lot and there shall be no landscaping or grading of any lot or any removal of trees until the identity of the proposed builder and a complete set of plans and specifications for the same and a site plan shall first have been furnished to Developer at least thirty (30) days prior to construction and the identity of the proposed builder and such plans have been approved in writing by Developer, and Grantee further agrees that no change shall be made in the identity of the builder or in said approved plans and specifications without the written approval of Developer first had and obtained.

Developer reserves the right to approve or disapprove of any builder of a dwelling or improvement within The Cree Manor Single-Family Residential Subdivision.

All submissions of plans for construction, proposed grading and tree removals must be in duplicate, one (1) copy of which shall be retained by Developer.

After receipt of the identity of the proposed builder, the plans, specifications and proposals, Developer shall approve or disapprove the same within fifteen (15) days. Developer may approve in part and disapprove in part, or otherwise qualify such approval, and may take into consideration aesthetic or other considerations or reasons as Developer shall deem suitable.

All site plans shall show the following:

- (a) existing topography
- (b) outline of all proposed structures and finished floor elevations including as well their locations relative to property lines
- (c) color and texture of materials to be used on the exterior of the dwelling
- (d) proposed driveways and sidewalks
- (e) clearing lines around structures, drives and walks
- (f) proposed drainage control on each lot
- (g) the scale of the plan is to be 1"=20' or 1"=50'
- (h) finished grade contours and "spot" elevations for all graded areas
- (i) erosion control measures that will be constructed to control water runoff until new grass and landscaping is established.

Developer shall have the right to approve or disapprove any such plans or specifications, the identity of any builder, all grading, landscaping and all tree removal, and Developer shall have the right to require whatever screening it deems suitable.

Developer may at Developer's option, appoint a Design Review Board, ("DRB") to which the Developer may assign and delegate any or all Developer's rights and authority; and further, Developer may retain the right to veto any decision of the DRB.

Each Grantee acknowledges and agrees that any construction, improvement or movement of soil on a lot is under and subject to the restriction and regulation of the Soil Conservation District, and each Grantee shall be responsible for constructing and maintaining erosion and sedimentation controls in accordance with the approved plans, and each Grantee hereby indemnifies and saves harmless Developer, its successors and assigns, from any loss, damage or claim that Grantee may have or incur as a result of the Grantee's failure to construct and maintain proper erosion and sedimentation controls.

6. At least thirty (30) days prior to occupancy of the dwelling, a landscaping plan shall be furnished to Developer, and each Grantee further agrees that no change shall be made in said approved landscaping plan without the written approval of Developer first had and obtained. All submissions of landscaping plans must be in duplicate, one copy of which shall be retained by Developer. After receipt of the landscaping plan, Developer shall approve or disapprove the same within fifteen (15) days. Developer may approve in part and disapprove in part, or otherwise qualify such approval, and may take into consideration aesthetic or other considerations or reasons as Developer shall deem suitable.

7. The building and landscaping of any dwelling, garage and driveway must be completed within one (1) year from the start thereof, or else there shall be assessed against the Grantee liquidated damages in the amount of Fifty (\$50.00) Dollars per day for that time beyond the foregoing one (1) year period during which such construction or landscaping is incomplete. However, final paving of the driveway may be deferred for up to eight (8) months beyond the one (1) year limit in order to allow for settling.

8. Neither Developer, nor its successors, or assigns, shall be liable in damages to anyone submitting any plans or request for approval, or to any Grantee affected by these covenants by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every Grantee who submits any plans or request to the Developer for approval agrees, by submission thereof, and every Grantee agrees, by acquiring title thereto, that they will not bring any such action or suit to recover any such damages.

9. An outside electric eye pole light must be installed on each lot within ten (10) feet of the front property line and five (5) feet of the driveway prior to the completion of the dwelling unit and must be maintained thereafter. The pole light must be lighted at all times, from dusk to dawn; it must be regulated by an automatic day and night switch or a photocell, be hard wired to electric panel with no switch; and it must have at least a one hundred (100) watt bulb.

10. No above-ground swimming pools shall be constructed on any lot. All in-ground swimming pools shall be enclosed by a fence with locking gate at least three (3) feet, but not more than four (4) feet, in height. No other fences shall be permitted unless approved by Developer. The procedure for approval of the design and location of all in-ground swimming pools and all fences shall be in accordance with Paragraphs 5 through 7 above.

10A. No satellite dish larger than four (4) feet in diameter shall be constructed or located on any lot.

11. Developer shall have the express power and the right to enjoin the construction of any structure or other improvement and the grading of any lot, including the removal of any trees, and to order the removal of any structure or improvement on any lot where approval for the said construction, grading or other improvement shall not have been obtained in strict compliance with the provisions of Paragraph 5, and to take such other remedies as are available to Developer in law or equity.

12. Each Grantee shall refrain from interference within natural drainage courses and swales along the roadways.

13. At no time shall any lot be stripped of its top soil, except to the extent necessary for approved construction, nor be stripped of its trees or other vegetation, or allowed to go to waste, or be neglected, excavated or have refuse or trash thrown, placed or dumped upon it, and Developer shall have the right to enter upon any lot for the purpose of removing trash, mowing, cutting, clearing or pruning upon the lot of any Grantee who permits the same to become unsightly or if the same detracts from the overall beauty, setting and safety of the Cree Manor Single-Family Residential Subdivision. In the event that Developer or its contractor removes trash, mows, cuts, clears or prunes, then the expense of the same may be recovered from Grantee.

14. All trash, garbage and refuse shall be stored in covered metal or plastic underground receptacles, or otherwise concealed from view by an enclosure or screening approved by Developer. No unregistered motor vehicle may remain on the said lot unless said motor vehicle is garaged. During construction of a home, building materials shall be neatly stored, and any refuse shall be contained in a suitable receptacle and regularly and promptly removed.

15. No sign of any kind shall be displayed to the public view on any lot except when the house or lot is for sale; in which case, one sign having an area of not more than five (5) square feet advertising the property for sale may be displayed.

The foregoing notwithstanding, Developer may allow signs which exceed the size set forth in this paragraph for (1) advertisement of the subdivision during development, (2) gateway or subdivision name signs, whether temporary or permanent, and (3) signs as may be appropriate for a model home at the location of the model home as described in Paragraph 20 below.

16. Each residence must have a garage for at least one (1) vehicle with a paved driveway.

17. From the time of purchase, Grantee shall be responsible for weed control and shall allow no unsightly growth to occur and shall comply with the ordinances of Walker Township.

18. No lot shall be re-subdivided into two (2) or more lots without the express written approval of Developer.

19. Developer or anyone acting under its authority may build and maintain model homes in The Cree Manor Single-Family Residential Subdivision.

20. Each reference to Developer herein shall refer to Developer, its successors and assigns. Developer shall have the right to grant and convey or assign any or all of its rights to enforce these restrictive covenants, reservations and easements to another person or persons. Developer may grant and convey or assign some rights, but not others, and may grant and convey or assign some rights to one person and other rights to other persons. Upon such conveyance, grant or assignment, the person or persons to whom said conveyance, grant or assignment is made shall have and shall succeed to all rights and duties with the same power as the original Developer. Grantee herein shall refer to the original purchaser from Developer, their successors or assigns and successors in interest.

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

22. The covenants and restrictions of this Declaration shall run with and bind the land located within the Cree Manor Single-Family Subdivision and the Grantee and owner of each lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

23. Each building shall be provided with gutters and down spouts and all roof water shall drain to underground sumps. When the dwelling is of contemporary design, gutters and down spouts may be omitted so long as the roof overhang is provided with a crushed stone sump of at least two (2) feet in depth and one (1) foot in width which shall run the entire length of the overhang.

24. All culverts where required under driveways leading from subdivision roads shall be constructed of no less than fifteen (15) inch diameter corrugated metal or equivalent material.

25. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building or buried underground.

26. Developer may assess each lot owner a sum not to exceed Fifty (\$50.00) Dollars per year, per lot, for the use, upkeep and maintenance of the roads and storm water management ponds and structures within all sections, etc. The rights and responsibilities as created by this paragraph may be delegated by the Developer to a committee of lot owners within said subdivision, elected by the property owners; and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of the lot and on or before the 31st day of January thereafter. At such time as the subdivision roads, streets and stormwater management ponds and structures are taken over by the Walker Township Supervisors or other municipal or public body, then the assessment provisions of this paragraph shall terminate. In the event that only some of the facilities mentioned in this paragraph are taken over, assessments shall terminate only as to such facilities.

27. It is agreed that as soon as a sufficient number of lots has been sold in this development, a property owners association to be known as "CREE MANOR PROPERTY OWNERS ASSOCIATION" shall be formed, with one membership for each property owner, and that this Association, in conjunction with the owners, shall establish reasonable annual assessment charges for road maintenance; it being understood that the owners shall exercise one vote per lot owned in the Property Owners Association.

28. The restrictions and covenants numbered 5, 6, 7, 8, 11 and 19 shall remain in full force and effect until December 31, 2017. All other restrictions and covenants shall remain in full force and effect perpetually.

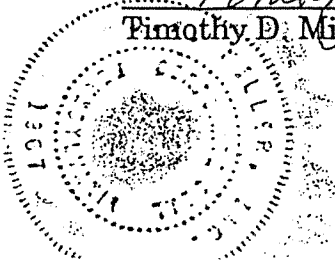
IN WITNESS WHEREOF, the Developer has caused the execution of these presents this 4th day of March, 1997.

D.W. Miller, Inc.

Attest:

By: Jennifer L. Royer
Jennifer L. Royer, President

Timothy D. Miller
Timothy D. Miller, Secretary



ALL that certain tract or parcel of land situated in Walker Township, Huntingdon County, Pennsylvania, being known as Cree Manor, Phase 1, a subdivision consisting of 42 lots.

Beginning along the Southwestern side of State Route 3035 at corner of lands now or formerly of Paul K. Smith and Dorothy F. Smith; thence along the Southwestern side of State Route 3035 South 41 degrees 07 minutes 33 seconds East 263.43 feet to a point; thence continuing along said state highway along a curve to the left having a radius of 1380.48 feet, an arc distance of 326.35 feet (the bearing of said curve being South 47 degrees 53 minutes 54 seconds East and the bearing distance being 325.59 feet) to a point; thence continuing along said state highway South 54 degrees 40 minutes 15 seconds East 570.51 feet to a point at the intersection of State Route 3035 and State Route 3037; thence along the Northern side of State Route 3037 South 81 degrees 70 minutes 39 seconds West 412.82 feet to a point; thence continuing along said state highway along a curve to the left having a radius of 3801.44 feet, an arc distance of 218.35 feet (the bearing of said curve being South 79 degrees 31 minutes 55 seconds West and the bearing distance being 218.32 feet) to a point; thence continuing along said state highway South 77 degrees 53 minutes 12 seconds West 167.59 feet to a point; thence continuing along said state highway along a curve to the left having a radius of 3233.08 feet, an arc distance of 108.32 feet (the bearing of said curve being South 76 degrees 55 minutes 36 seconds West and the bearing distance being 108.32 feet) to a point; thence continuing along said state highway South 75 degrees 58 minutes 01 second West 13.89 feet to a point; thence continuing along same South 75 degrees 58 minutes 01 second West 91.04 feet to a point; thence continuing along said state highway along a curve to the left having a radius of 1797.78 feet, an arc distance of 214.76 feet (the bearing of said curve being South 72 degrees 32 minutes 41 seconds West and the bearing distance being 214.64 feet) to a point; thence continuing along said highway South 69 degrees 07 minutes 20 seconds West 65.38 feet to a point; thence along line of lands formerly of D.W. Miller, Inc., now Huntingdon Area School District, North 37 degrees 18 minutes 15 seconds West 914.26 feet to a point; thence along other lands of D.W. Miller, Inc., being a part of the future Phase 2 of the Cree Manor Subdivision, South 88 degrees 56 minutes 32 seconds East 70.84 feet to a point; thence along said future Phase 2 of the Cree Manor Subdivision North 22 degrees 23 minutes 35 seconds East 359.26 feet to a point; thence along same North 05 degrees 19 minutes 56 seconds West 119.12 feet to a point; thence along same South 70 degrees 56 minutes 38 seconds East 201.65 feet to a point; thence along same and crossing a private right-of-way known as Tuscarora Drive South 59 degrees 31 minutes 24 seconds East 51.01 feet to a point; thence continuing along future Phase 2 of Cree Manor South 70 degrees 56 minutes 38 seconds East 145.21 feet to a point; thence along same South 35 degrees 05 minutes 00 seconds East 122.72 feet to a point; thence along line of lands now or formerly of Ruth M. Holmes and Harold C. Holmes South 54 degrees 55 minutes 00 seconds West 127.26 feet to a point; thence along same South 35 degrees 05 minutes 00 seconds East 100.00 feet to a point; thence along same and along lands now or

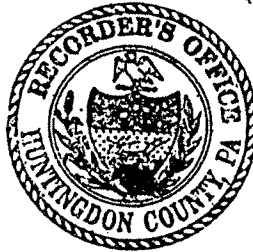
formerly of Paul K. Smith and Dorothy F. Smith North 54 degrees 55 minutes 00 seconds East 416.92 feet to a point, the place of beginning.

CONTAINING 23.783 acres including roads according to a Plan of Survey of Cree Manor, Phase 1, prepared for D.W. Miller, Inc. by PennTerra Engineering, Inc., 2041 Cato Avenue, State College, Pennsylvania 16801 (Barry K. Bastress, P.L.S. Reg. No. 039391-E) dated January 6, 1997 and recorded in the Office of the Recorder of Deeds for Huntingdon County, Pennsylvania on February 10, 1997 in Plan Book 8, Page 2.

TP. 51-05-08

ENTERED
HUNTINGDON COUNTY
PENNSYLVANIA
C. Sargent
MAR 5 9 49 AM '97
\$93.50
JANET E. HANKS
RECORDER OF DEEDS

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of HUNTINGDON COUNTY, PENNSYLVANIA



Janet E. Hanks
Janet E. Hanks
Recorder of Deeds

EXHIBIT A
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Recorded March 5, 1997
Janet E. Hanks, Recorder of Deeds