

**DECLARATION OF RESTRICTIVE COVENANTS, RESERVATIONS
AND EASEMENTS FOR THE HIGHLANDS SINGLE-FAMILY RESIDENTIAL
SUBDIVISION, HUNTINGDON BOROUGH, HUNTINGDON COUNTY, PENNSYLVANIA
S&A CUSTOM BUILT HOMES, INC., DEVELOPER**

The Real Estate which is subject to these Restrictions, Covenants, Reservations and Easements are those parcels located in Huntingdon Borough, Huntingdon County, Pennsylvania, more fully described in Exhibit "A" as attached hereto and as shown on the Preliminary Plan for the Highlands (hereinafter "Plan") as attached hereto as Exhibit "B". The Developer is S&A CUSTOM BUILT HOMES, INC., of 501 Rolling Ridge Drive, Suite #200, State College, Pennsylvania ("Developer").

Each lot in The Highlands 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 and if applicable a private garage for not more than three cars, and 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.

No unregistered motor vehicle may remain on the said lot unless said motor vehicle is garaged.

2. No mobile home, shack, or other 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.

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.

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 dog houses or kennels may be erected on the premises without written permission of Developer.

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 Highlands 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 they deem 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 two (2) years 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 two (2) year period during which such construction or landscaping is incomplete. Houses built by S&A Custom Built Homes, Inc. need not comply with the requirements of Paragraphs 5 through 7, inclusive, in regard to the initial construction of the house and landscaping; provided, however, after sale of the house, the Lot and the Grantee shall be under and subject to all of the restrictions and requirements of Paragraphs 5 through 7.

8. Neither Developer, nor their heirs, 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 nonfeasance 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 he will not bring any such action or suite to recover any such damages.

9. An outside electric eye pole light must be installed on each lot 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; and it must have at least one hundred (100) watt bulb.

10. No fences shall be permitted unless approved by Developer. The procedure for approval of the design and location of the fence shall be in accordance with Paragraphs 5 through 7, above.

11. Developer shall have the express power and the right to enjoin the construction of any structure or other improvement and the removal of any trees and to order the removal of any structure or improvement on any lot where approval for the said construction, tree removal, 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 allowed to go to waste, or be neglected, excavated, or have refuse or trash thrown, placed, or dumped upon it, and Developer and Developer's and his contractors' machinery shall have the right to enter upon any lot for the purpose of removing trash, mowing, cutting, clearing or pruning 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 Highlands Single-Family Residential Subdivision. In the event that Developer or his 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.

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 Grantee must provide for off the street parking with a paved driveway, for at least one (1) vehicle.

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 Huntingdon Borough.

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

19. Developer or S&A Custom Built Homes, Inc. may build and maintain model homes in The Highlands Single-Family Residential Subdivision. Further S&A Custom Built Homes, Inc. and/or its subcontractors may maintain one or more construction trailers within The Highlands Single-Family Residential Subdivision.

20. Each reference to Developer herein shall refer to Developer, its heirs, successors and assigns. Developer shall have the right to grant and convey or assign any or all of their 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 heirs, 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 Highlands 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 downspouts and all roof water shall drain to underground sumps. When the dwelling is of contemporary design, gutters and downspouts 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. These restrictions and covenants shall remain in full force and effect until December 31, 2012.

IN WITNESS WHEREOF, the Developer caused the execution of these presents this 8th day of June, 1992.

Robert E. Poole
Robert E. Poole, President
S&A Custom Built Homes, Inc.

ATTEST:

Sandra L. Poole

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CENTRE)

SS:

On this, the 8th day of June, 1992, before me, the undersigned officer, personally appeared Robert E. Poole, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the same for the purpose therein contained.

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

Marjorie A. Shaffer
Notary Public

