

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND
RIGHTS FOR LAKELAND PINES DEVELOPMENT

MADE this third (3rd) day of April, 2002, by SEVEN POINTS DEVELOPERS LLC with offices at 275 Elm Road, Lititz, Lancaster County, Pennsylvania 17543.

WHEREAS, SEVEN POINTS DEVELOPERS LLC (hereinafter referred to as the "Owner" or "Developer") is the Owner of a certain tract of land in Penn Township, Huntingdon County, Pennsylvania, as shown on a Subdivision Plan prepared by Uni-tech Consulting Engineers, Inc. dated October 13, 1999 and recorded in the Huntingdon County Recorder of Deed's Office on October 19, 1999, in Subdivision Plan Book 8, Page 63-C, and also Plan Book 8, Page 108-A dated October 3, 2001 and recorded in the Huntingdon County Recorder of Deed's Office on October 15, 2001 (hereinafter the "Plan" or "Phase I and Phase II" as more fully described on Exhibit "A" which is attached hereto and incorporated herein by reference), which Plan has been designated by the Developer Phase I and Phase II of the development called LAKELAND PINES; and

WHEREAS, Phase I consists of a tract of land of approximately thirty-one and seventy-six hundredths (31.76) acres, however, Lots 1, 2, and 3 of Phase I are not subject to this Agreement, and Phase II consists of a tract of land of approximately seventy-six and fifty-five hundredths (76.55) acres (hereinafter the "Premises") on which the Developer desires to develop single family dwelling units, together with streets, on site water and sewer appurtenances, drainage swales, and electrical services; and

WHEREAS, the Developer desires to impose on the aforesaid Premises as covenants running with the land, certain conditions, limitations, regulations and agreements.

NOW, THEREFORE, intending to be legally bound, SEVEN POINTS DEVELOPERS LLC hereby declares and imposes the following conditions, restrictions, limitations, regulations and agreements upon use of the above-described lots:

1. The Developer may assess each lot owner a sum of One Hundred and Twenty-Five (\$125.00) Dollars, per year, per lot, for the use, upkeep and maintenance of the roads within all sections of said subdivision, and such other common facilities as the said Developer may provide therein. The annual assessment charged by the Developer may be increased at any time at the sole discretion of the Developer to cover such costs for use, maintenance, upkeep, etc. The Developer shall provide the lot owner with sixty (60) days written notice of the increase in assessment costs. 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 at the time of settlement on each lot, and on or before the thirty-first (31st) day of each year thereafter. Where

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more than one (1) lot is owned by a party or parties, in the event of a resale of one (1) or more said lots, then the obligation to pay the said assessment shall become the obligation of the new owner(s).

2. When sufficient lots, in the sole discretion of the Developer, have been sold, a lot owners association to be known as "LAKELAND PINES Development Lot Owners Association" (hereinafter the "Association"), or other named Association, to which lot owners are members, shall assume the responsibility for the maintenance of the roads and other common facilities, and to whom all payments of assessments will thereafter be made. The members of the Association shall elect a committee of three (3) persons to administer responsibilities of the Association with respect to the maintenance of roads and other common facilities and with respect to the collection of assessments. The lot owners shall be entitled to exercise one (1) vote per lot owned in all property owners' Association matters.

3. All lots shall be used for residential purposes exclusively. No building or structure, except as hereinafter provided, shall be constructed, erected, maintained, used or altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and one (1) small one-story accessory building which may include a detached private garage, provided the use of such dwelling or accessory building does not include any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main dwelling, and shall conform substantially with the style and exterior finish of the main dwelling. The Developer or Walnut Run Construction, Inc. may use any unsold lot for the purposes of the storage of building materials and all forms of construction activity.

4. No dwelling house, garage, building or structure of any character or driveway or fence shall be erected, constructed or maintained on said land, nor shall any addition to, change, or alteration thereof be made unless and until the specification and plans showing the nature, kind, shape, height, materials, floor plans, exterior color scheme, location, front and rear facings, and elevations, and statement of the approximate cost thereof and the grading plans of the premises to be built upon, shall have been submitted to and approved in writing by the Developer or its duly authorized agent, and a copy thereof as finally approved lodged permanently with the Developer. The exterior of all of the homes shall be an attractive combination of colors. The Developer shall have the right to decline to approve any such plans and specification submitted which are not suitable or desirable, in its opinion, for aesthetic or other reasons, taking into consideration the effect of the building or other structures as planned on the outlook for the adjacent or neighboring properties, and whether the plans are in keeping with and are in general harmony with the surroundings. Plans and specifications approval for new houses and future additions thereto shall have the written approval of the Developer prior to construction of a new house or addition.

5. No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with building operations; and in such cases, for a period of time not to exceed six (6) months.

6. All houses, buildings and other structures must be completed within six (6) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Property Owner or builder due to strikes, fires, severe weather, national emergency or national calamities. Houses and other dwelling structures may not be temporarily or permanently occupied until the exteriors thereof have been completed. During the continuance of construction, the Property Owner shall require the contractor to maintain the residential lot in a reasonably clean and uncluttered condition. Upon completion of construction, the Property Owner shall cause the contractor to immediately remove all equipment, tools and construction material from the lot. Any damage to roads, bike paths, property owned by others caused by the Property Owner's contractor or other parties providing labor or services to the Property Owner shall be repaired by the Property Owner or by the Owner at Property Owner's expense. At the time of settlement of the purchase of the lot, the Property Owner shall pay to the Developer, to be held in escrow by Developer, the sum of One Thousand Dollars (\$1,000.00) to be used in the sole discretion of Developer to repair road damage or applied to other costs and/or damages caused to the common areas by Property Owner or his Builder. The Developer shall provide Property Owner with a statement reflecting the use of said escrow funds within thirty (30) days after final completion of all construction. The retainer of One Thousand Dollars (\$1,000.00) will be returned to the Property Owner by Developer within thirty (30) days of completion of the driveway paving as long as no road damages or other damages to common areas were incurred.

7. All construction sites must be maintained as debris-free as is possible during the construction of any residence or permitted accessory building. All residences and permitted accessory buildings erected on the lot must be constructed in accordance with township codes and ordinances.

8. All excavated earth within the boundaries of a lot in excess of the amount required for proper grading of the lot, must be deposited at a place specified by the Developer, or its successors, within the limits of this development or adjoining lands of the Developer, unless written consent is given for its removal.

9. No advertising sign, billboard or real estate sign offering the premises for sale or for rent, in the excess of four square feet in size, shall be permitted on the premises. Customary profession signs and identification signs, however, shall be permitted on the premises provided the same does not exceed eight inches by twenty-four inches in size. Excluded from this restriction shall be the Developer's main sign identifying SEVEN POINTS DEVELOPERS LLC, the Lakeland Pines Development sign, Walnut Run Construction, Inc.'s Model Home signs, or any other commercial or condo/townhouse signs, on Lots 1, 2, and 3.

10. The Premises shall be kept free of rubbish, trash and junk of any kind at all times.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood. Except for work purposes such as yardwork, snowplowing or hauling of firewood, no 4-wheelers, off-road vehicles, dirt bikes, off-road motorcycles or all-terrain vehicles shall be permitted to use the roadways or common areas of the Development.

12. No residential lot shall be subdivided, or its boundary lines changed, nor shall application for same be made to the Township, except with the written consent of the Owner. However, the Owner hereby expressly reserves to itself, its successors or assigns, the right to redesign any such lot or lots and to take such other steps as are reasonably necessary to make such redesigned lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, right-of-ways, private roads, bridges, parks, recreational facilities and lots.

13. Nothing herein is to be construed to prevent the Developer from placing further covenants or easements on any lot in said subdivision which shall not have already been conveyed by it.

14. No structure of a temporary character, camper, mobile home, trailer, basement, tent, shack, garage or any other structure or outbuilding shall be used on any lot at any time as a residence, storage facility or for any other purpose either temporarily or permanently.

15. No trucks, motorcycles or automobiles not in normal use, boats, trailers, or recreational vehicles shall be stored anywhere on the Premises outside of the house.

16. Topographic and vegetation characteristics of a residential lot shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Developer. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of this Declaration. No trees or bushes may be removed without the written approval of the Developer. Approval for the removal of trees located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building will be granted unless such removal will substantially decrease the beauty of the Property. Developer reserves the right to require that the property owner have specimen trees preserved and require that property owner's site planning provide for their retention.

17. No poles or appliances upon which to hang or expose laundry shall be erected or maintained on said Premises closer to the front line of said Premises than the rear wall of the dwelling to be erected on the Premises.

18. Burning of firewood shall be permitted only if fire rings are used. Burning of firewood must be attended to at all times and must be extinguished after use.

19. All driveways shall be paved with concrete, brick, tile, asphalt or architecturally enhanced concrete and be installed prior to occupancy of the dwelling thereon unless weather conditions do not so permit, in which case, such driveway installation shall be completed as soon as reasonably possible thereafter and no later than the immediately following May 31st. The only exception would be the allowance of an additional six (6) months for any lot needing excessive fill that would take further time to settle with the written permission of the Developer.

20. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (including horses) may be kept provided that they are not kept, bred or maintained for any commercial purpose. Such animals may not exceed more than two (2) of any kind, and must be maintained so that offensive odors or noise will not be apparent to adjoining property owners. Said animals must also be controlled to prevent damage to other property within the Development.

21. No lot or adjacent property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers which shall be placed within enclosed areas so they are concealed from public view except what is otherwise reasonable and necessary during development and construction. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Garbage or other wastes shall be disposed of in conformance with Township Ordinances and Regulations, if any.

22. There shall be no fences erected adjacent to or along the property lines of the individual lots. It is intended that this restriction shall not prohibit the erecting of fences in connection with the design of the house or for enclosing play areas, outdoor living area, swimming pools, etc. adjacent to or in close proximity of the house. In no case shall chain-link or other wire or metal fences be permitted.

23. Each resident and their guests, household members or invitees shall have the right of enjoyment in common areas. The Developer will not be liable for any accidents or damages that may occur on the common area or anywhere in the development in regard to swimming, boating, jogging, ice skating, or any other activity that an individual may partake in during his or her stay at Lakeland Pines. The lake area shall not be visited or used by anyone after dusk. All residents, guests, household members, and invitees use all common area at their own risk.

24. All lots sold to Property Owners shall be used solely for residential building purposes by the Property Owner and no other easements, right of ways or encumbrances (other than those existing on the Plan) shall be permitted without the prior written consent of the Developer.

25. Each Property Owner is required to install a lamppost similar in style and location as those used in the Development and said lamppost shall include a dusk to dawn eye sensor.

26. Seven Points Developers LLC reserves the right to utilize any and all property contained in Phase I or Phase II of the Lakeland Pines Development in any fashion allowable by law and without the restrictions set forth in the Declaration of Protective Covenants, Restrictions and Rights as recorded for Phase I or Phase II.

27. Seven Points Developers LLC shall not be required to obtain any signed release or other document from a Property Owner of Phase II authorizing construction of commercial or condominium units on Lots 1, 2, and 3 of Phase I by the Developer or its successors and assigns. Lots 1, 2, and 3 of Phase I are not subject to the terms and provisions of this Declaration of Protective Covenants, Restrictions and Rights for Lakeland Pines Development or any other prior recorded Declarations because they are identified as commercial lots.

28. The Developer reserves unto itself, its successors and assigns, a perpetual, alienable and releasable easement and right on, over and under the ground of the Premises to erect, maintain, and use electric, cable television, and telephone poles, wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of such property as may be reasonably required for utility line purposes; provided, however that no such utility easement shall be applicable to any portion of such property as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these Covenants by the Developer, or (b) such portion of the Premises as may be designated as the site for a building on a plot plan or for erection of a building which has been filed with the Developer and which has been approved in writing by the Developer.

These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Any material disturbance to the grounds of any Property Owner caused by such utility installation shall be repaired and said grounds returned to their prior condition by the Developer or prompt and reasonable remuneration for such repair shall be made to such Property Owner by the Developer.

The Developer further reserves to itself, its successors and assigns, the right to locate wells, pumping stations, detention basins on any Un-subdivided Land, in any Open Space, or on any property designated for such use on the applicable subdivision plan of the Premises, or to locate same upon any property with the permission of the respective Property Owner. Such rights may be exercised by any licensee of the Developer, but any of these reservations stated in this paragraph 24, shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

29. The Protective Covenants and Restrictions as set forth in this Declaration shall be deemed covenants running with the land and shall be binding upon the Developer herein, the Grantees herein, their heirs, executors, administrators and assigns. The conditions and restrictions contained in this Declaration and in any Addendum to this Declaration shall be covenants running with the land and shall operate for the benefit of, and may be enforced by the Developer or by the owner of any lot in the development. Violation of any of the provisions contained herein is hereby declared and agreed to be a nuisance which may be remedied by appropriate legal proceedings. The failure to enforce or restrain the breach of any provision herein contained shall in no way be deemed a waiver of the right to enforce or restrain such breach, or any future breach, or as a waiver of such provisions. This Declaration shall benefit and burden only those Lots which are depicted on the Plan and no easement or restriction of any kind is imposed hereby on any other Land. Developer reserves the right at any time and from time to time to execute and record one or more Addenda to this Declaration imposing this Declaration on additional real estate of Developer comprising subsequent phases of Lakeland Pines, in which event the benefit and burdens of this Declaration shall apply to any additional real estate identified in the Addenda. Upon recording of any Addenda this Declaration shall be deemed to have been restated and the initial term thereof specified in paragraph 26 hereof shall be deemed to begin as of the date of the Addenda. Developer may execute and record Addenda to this Declaration without the consent or joinder of any lot owner.

30. These covenants set forth in this Declaration are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of lots has been recorded agreeing to change said covenant in whole or in part.

31. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

32. This Declaration amends the Declaration of Protective Covenants, Restrictions and Rights for Lakeland Pines Development dated February 7, 2000 and recorded in the Recorder of Deeds Office of and for Huntingdon County, Pennsylvania on March 15, 2000. In the event any terms or provisions of this Declaration are inconsistent with the Declarations previously filed by Developer, then in that case the terms and provisions of this Declaration of Protective Covenants, Restrictions and Rights for Lakeland Pines Development shall prevail.

These conditions, covenants, obligations and restrictions shall be in addition to any applicable provisions of any present or future zoning law or ordinance and no provisions hereof shall be deemed to authorize any act in violation of any such law or ordinance.

IN WITNESS WHEREOF, this Declaration of Protective Covenants, Restrictions and Rights is executed the day and year first written above.

SEVEN POINTS DEVELOPERS LLC

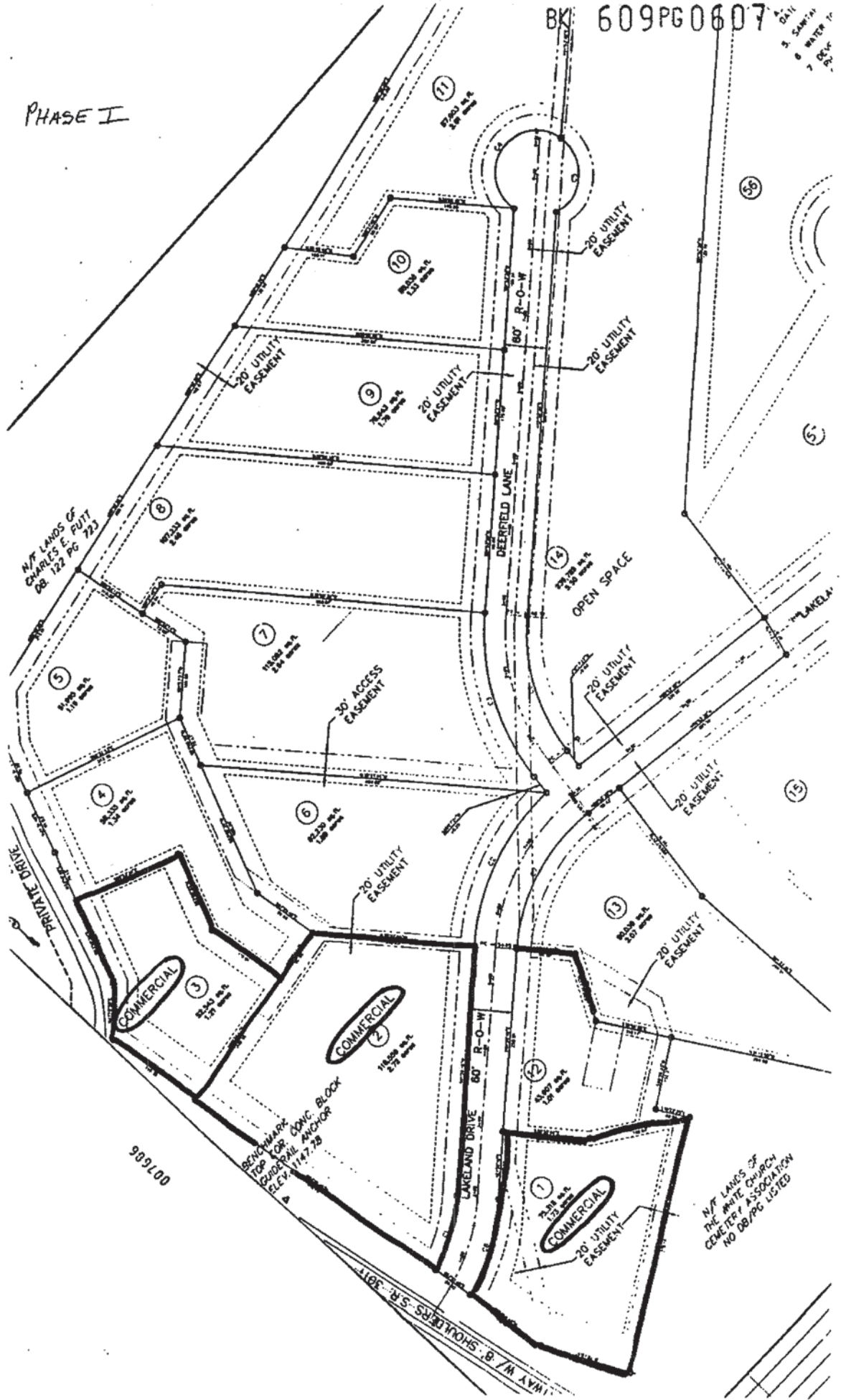
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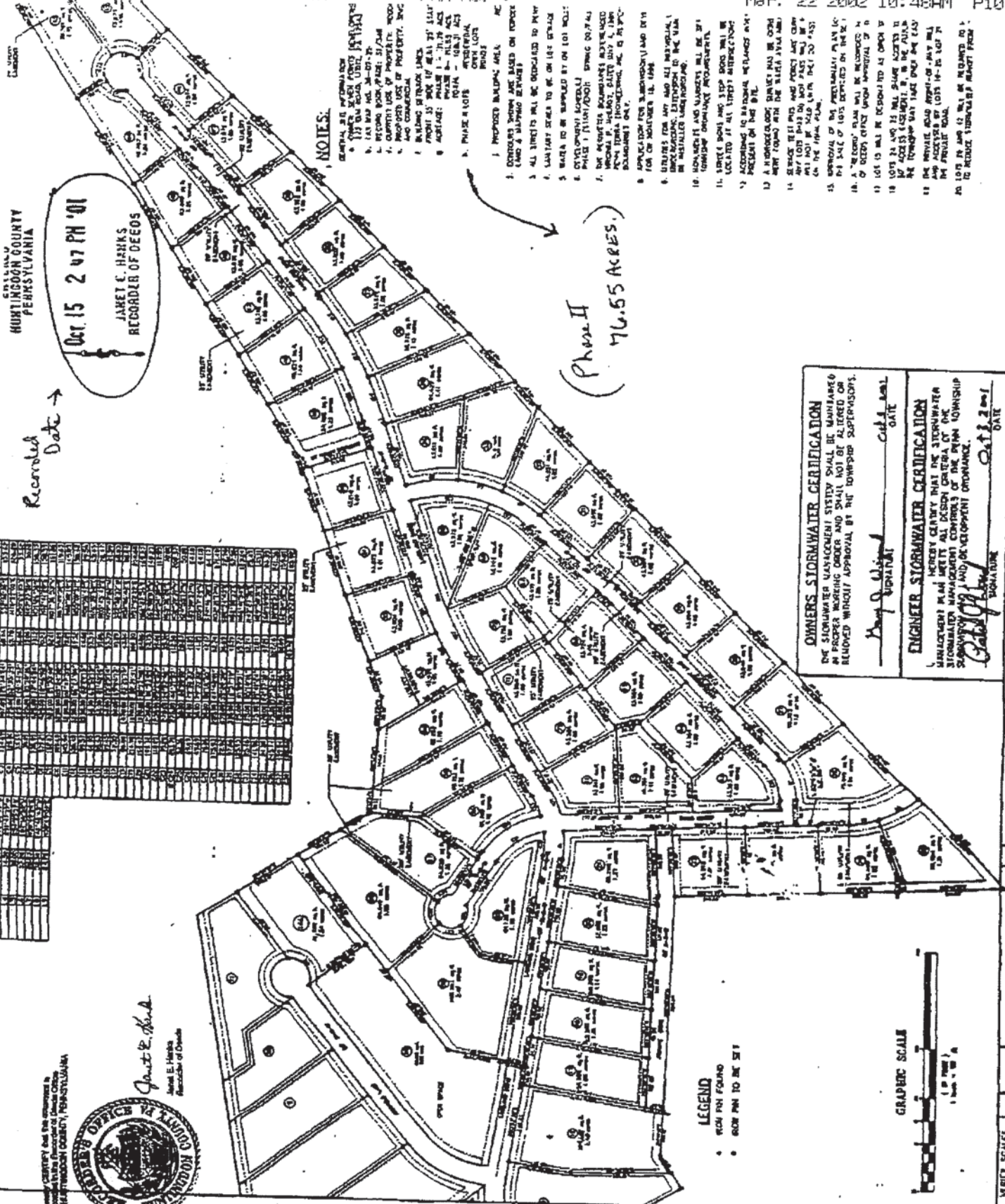
- 1 GAIL
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- 3 WATER
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- 5 DECK

PHASE I



007606

HAY W/ 8' SHOULDERS S-R 3017



HUNTINGDON COUNTY
PENNSYLVANIA
Oct 15 2 47 PM '01
JAMES C. HARKS
RECORDS OF DEEDS

Recorded
Date →

FAX NO.

NOTES:

1. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE.
2. ALL LOTS SHALL BE DEEDS TO THE BUYER AND ALL LOTS SHALL BE DEEDS TO THE BUYER.
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(Phase II)
76.55 ACRES.

OWNERS STORMWATER CERTIFICATION
THE STORMWATER MANAGEMENT SYSTEM SHALL BE MAINTAINED IN PROPER WORKING ORDER AND SHALL NOT BE ALTERED OR REMOVED WITHOUT APPROVAL BY THE TOWNSHIP SUPERVISORS.

James C. Harks
OWNER

ENGINEER STORMWATER CERTIFICATION
HEREBY CERTIFY THAT THE STORMWATER MANAGEMENT PLAN MEETS ALL DESIGN CRITERIA OF THE TOWNSHIP SUPERVISORS AND DEVELOPMENT ORDINANCE.

James C. Harks
ENGINEER



JAMES C. HARKS
Recorder of Deeds

LEGEND
• 6 IN FIN FOUND
• 6 IN FIN TO BE SET

GRAPHIC SCALE
1" = 100' ±

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF LANCASTER :

On this, the 3rd day of April, 2002, before me, the subscriber, a Notary Public in and for the aforesaid state and county, personally appeared GARY J. WIEGAND and LONDA R. WIEGAND, who acknowledged themselves to be the Managing Members of Seven Points Developers LLC, a Pennsylvania Limited Liability Company and in that capacity, being authorized to do so, executed the foregoing Declaration of Protective Covenants, Restrictions and Rights for the purposes therein contained by signing the name of the Limited Liability Company by themselves as Managing Members.

In witness whereof, I hereunto set my hand and official seals.

Kathleen M. Feige
Notary Public

Notarial Seal
Kathleen M. Feige, Notary Public
Earl Twp., Lancaster County
My Commission Expires Sept. 19, 2005
Member, Pennsylvania Association of Notaries



ENTERED
HUNTINGDON COUNTY
PENNSYLVANIA
SEVEN POINTS DEV.
APR 10 12 40 PM '02
29.50
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

Recorded APR 10 2002
Janet E. Hanks, Recorder of Deeds