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DECLARATION OF RESTRICTIVE COVENANTS, RESERVATIONS
AND EASEMENTS FOR THE HIGHLANDS SUBDIVISION, HUNTINGDON
BOROUGH, HUNTINGDON COUNTY, PENNSYLVANIA - CALVIN E.
ZIMMERMAN, THOMAS F. SONGER, EDWARD J. ANDERSON
and STANLEY E. CIPAR, PARTNERS, t/d/b/a THE HUNTINGDON
GROUP - 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. The Developer is CALVIN E. ZIMMERMAN, THOMAS F. SONGER, EDWARD J. ANDERSON and STANLEY E. CIPAR, partners, t/d/b/a THE HUNTINGDON GROUP, Developer, of 2029 Cato Avenue, State College, Centre County, Pennsylvania ("Developer").

Each lot in The Highlands 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 from Developer or from a person who accepted a deed from Developer or a successor in title of Developer, 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. As part of each single family residential dwelling constructed on a lot, an integral or attached garage for at least two (2) automobiles but for not more

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than three (3) automobiles must be erected. 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 unlicensed motor homes, campers, boats, or recreational vehicles be kept or stored on the premises except in a garage.

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 three (3) dogs and/or cats. No dog houses or kennels may be erected on the premises.

5. No building 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 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"). 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.

6. At least thirty (30) days prior to occupancy of the dwelling, a landscaping plan shall first have been furnished to Developer, and such plans shall have been approved in writing by 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.

8. Minimum finished square footage of living space of all dwellings, excluding basements and garages, must be at least two thousand ¹⁸⁰⁰ (2,000) square feet, subject to Developer's exclusive right to waive this provision as, in Developer's judgment, is required by special circumstances, and such decision of waiver shall be final.

9. ~~Each dwelling built on a lot shall have a cost, at the time of construction, of no less than One Hundred Thousand (\$100,000.00) Dollars; said amount to be increased annually in accordance with the Consumer Price Index in effect on the date of this Declaration.~~

10. 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 suit to recover any such damages.

11. An outside electric eye post light, not over ten (10') feet high, with a maximum illumination equivalent to a 100 watt bulb, must be installed on each lot prior to the completion of the dwelling unit and must be maintained thereafter. The post light must be installed adjacent to the driveway and at a distance of between ten (10') feet and thirteen (13') feet from the front property line; it must be lighted at all times, from sundown to sunup; it must be regulated by an automatic day and night switch or a photocell.

12. 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.

13. 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 Paragraphs 5 and 6, and to take such other remedies as are available to Developer in law or equity.

14. Each Grantee shall refrain from interference with natural drainage courses and swales among the roadways.

15. 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 permits the same to become unsightly or if the same detracts from the overall beauty, setting and safety of The Highlands Subdivision.

16. 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.

17. 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 23, below.

18. Each Grantee must provide for off the street parking with a paved driveway, for at least four (4) vehicles.

~~19. 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.~~

20. 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 Oneida Township.

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

22. Developer, or Zimmerman Homes, Inc. may build and maintain a model home in The Highlands Subdivision.

23. Each reference to Developer herein shall refer to Developer, their 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 shall have and shall succeed to all rights and duties with the same power as the original Developer. Grantee

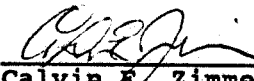
herein shall refer to the original purchaser from Developer, their heirs, successors or assigns and successors in interest.

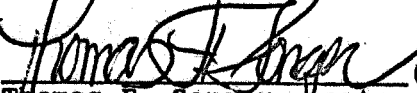
24. Invalidity of any one of these covenants or restrictions by judgment, or court order, shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

25. The covenants and restrictions of this Declaration shall run with and bind the land and the Grantee and owner of each lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

26. These restrictions and covenants shall remain full force and effect until December 31, 2010.

IN WITNESS WHEREOF, the Developer caused the execution of these presents this day of , 1989.

 (SEAL)
Calvin E. Zimmerman, partner,
t/d/b/a The Huntingdon Group

 (SEAL)
Thomas F. Songer, partner,
t/d/b/a The Huntingdon Group

 (SEAL)
Edward J. Anderson, partner,
t/d/b/a The Huntingdon Group

 (SEAL)
Stanley E. Cipar, partner,
t/d/b/a The Huntingdon Group

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the 20th day of December, 1989, before me, the undersigned officer, personally appeared Calvin E. Zimmerman and Thomas F. Songer, partners, t/d/b/a The Huntingdon Group, known to me (or satisfactorily proven) to be the persons whose names are 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.

Kathy L Runkle



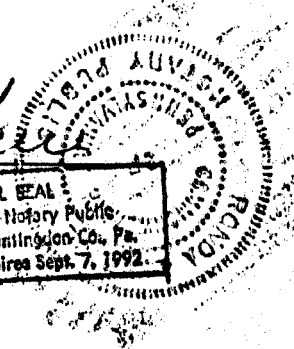
KATHY L. RUNKLE, Notary Public
HUNTINGDON COUNTY, PENNSYLVANIA
MY COMMISSION EXPIRES SEPTEMBER 7, 1992
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF HUNTINGDON)

On this, the 21st day of December 1989, before me, the undersigned officer, personally appeared Edward J. Anderson and Stanley E. Cipar, partners, t/d/b/a The Huntingdon Group, known to me (or satisfactorily proven) to be the persons whose names are 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.

Ronda L Trice



NOTARIAL SEAL
RONDA L. TRICE, Notary Public
Smithfield Twp., Huntingdon Co., Pa.
My Commission Expires Sept. 7, 1992

AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS,
RESERVATIONS AND EASEMENTS FOR THE HIGHLANDS SUBDIVISION,
HUNTINGDON BOROUGH, HUNTINGDON COUNTY, PENNSYLVANIA -
CALVIN E. ZIMMERMAN, THOMAS F. SONGER, EDWARD J. ANDERSON
and STANLEY E. CIPAR, PARTNERS, t/d/b/a
THE HUNTINGDON GROUP - DEVELOPER

The Real Estate which is subject to this Amendment to Declaration of Restrictive Covenants, Reservations and Easements, are those parcels located in Huntingdon Borough, Huntingdon County, Pennsylvania, more fully described in Exhibit "A" as attached hereto. Previously filed was a Declaration of Restrictive Covenants, dated December 20, 1989 and recorded December 22, 1989 in Huntingdon County Record Book 251, Page 48. The Developer is CALVIN E. ZIMMERMAN, THOMAS F. SONGER, EDWARD J. ANDERSON and STANLEY E. CIPAR, PARTNERS, t/d/b/a THE HUNTINGDON GROUP ("Developer").

The purpose of the amendment is to amend Paragraph 8 and to delete Paragraphs 9 and 19 of the Declaration of Restrictive Covenants recorded in Huntingdon County Record Book 251, Page 48.

Each lot in The Highlands 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 from Developer or from a person who accepted a deed from Developer or a successor in title of Developer, on behalf of themselves, their executors, administrators, heirs, successor and assigns, agrees to keep and perform:

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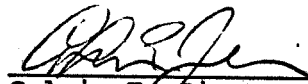
1. Paragraph 8 of the Declaration of Restrictive Covenants recorded in Huntingdon County Record Book 251, Page 48, shall be amended to read as follows:


"8. Minimum finished square footage of living space of all dwellings, excluding basements and garages, must be at least one thousand eight hundred (1,800) square feet, subject to Developer's exclusive right to waive this provision as, in Developer's judgment, is required by special circumstances, and such decision of waiver shall be final.

2. Paragraphs 9 and 19 of the Declaration of Restrictive Covenants recorded in Huntingdon County Record Book 251, Page 48, shall be deleted.

3. This Amendment to Restrictions and covenants shall remain in full force and effect until December 31, 2009.

IN WITNESS WHEREOF, the Developer caused the execution of these presents this 14th day of AUGUST, 1990.

 (SEAL)
Calvin E. Zimmerman, partner,
t/d/b/a The Huntingdon Group

 (SEAL)
Thomas F. Songer, partner,
t/d/b/a The Huntingdon Group