

DECLARATION OF RESTRICTIVE
COVENANTS, RESERVATIONS AND
EASEMENTS

HUNTINGDON HIGHLANDS

Declaration of Restrictive Covenants,
Reservations and Easements
Book 303, Page 611 thru 621
Recorded June 19, 1992

Termination filed 9-24-90
Record Book 265 pg 573

BOOK 251 PAGE 28

DECLARATION OF PROTECTIVE COVENANTS

THE HIGHLANDS SUBDIVISION

THIS DECLARATION is made this day of
1989, by CALVIN E. ZIMMERMAN, THOMAS F. SONGER, EDWARD J.
ANDERSON and STANLEY E. CIPAR, partners, t/d/b/a THE HUNTINGDON
GROUP, hereinafter called "Developer".

WHEREAS, Developer is the owner of the real property known
as The Highlands Subdivision and referred to in Article II and
described in Exhibit "A" of this Declaration, and as shown on a
plat plan recorded in Huntingdon County Plat Book 6, Page 92, and
desires to develop thereon a single-family residential
subdivision together with common lands and facilities for
stormwater management and for recreational purposes for the
benefit of such community; and,

WHEREAS, Developer desires to provide for the preservation
of said common lands and facilities; and, to this end, desires to
subject the real property referred to in Article II and described
in Exhibit "A", and as shown on a plat plan recorded in
Huntingdon County Plat Book 6, Page 92, to the covenants,
restrictions, easements, charges and liens, hereinafter set
forth, each and all of which is and are for the benefit of said
property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient
preservation of the common lands and facilities in said community
to create an agency to which will be delegated and assigned the
powers of maintaining and administering the community facilities,
administering and enforcing the covenants and restrictions, and

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levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated or intends to incorporate under the laws of the Commonwealth of Pennsylvania as a nonprofit corporation, The Highlands Homeowners Association - Huntingdon for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property referred to in Article II hereof and more particularly described in Exhibit "A", and as shown on a plat plan recorded in Huntingdon County Plat Book 6, Page 92, attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Association" shall mean and refer to The Highlands Homeowners Association - Huntingdon, its successors and assigns.
- (b) "The Properties" shall mean and refer to all properties, both Lots and Common Areas, or adjacent roadways or easements, and common areas of said Lots, as are subject to this Declaration, and which are described in Exhibit "A", and as shown on a plat plan recorded in Huntingdon County Plat Book 6, Page 92, and as may be shown on any revision of the Plat Plan which becomes a final subdivision plan.

- (c) "Common Areas" shall mean and refer to all areas designated for the entryway; entryway landscaping; landscaping in the center of cul-de-sacs; landscaping of median strip at entryway; landscaping mounding including vegetation, grasses, and trees on mounding; signage; street signs; bikeway; tennis court; swimming pool; recreational use, for passage and right of way within the subdivision, or for stormwater management purposes including detention basins, easements and rights-of-way, which are a part of said properties, as the same are shown on the recorded subdivision plats of the properties. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public. Common areas include those areas added pursuant to Article VII, Section 1.
- (d) "Lot" shall mean and refer to any plot of land intended and subdivided for single-family residential use, shown upon one of the recorded subdivision plans of The Properties, but shall not include the Common Areas as herein defined.
- (e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (f) "Members" shall mean and refer to all those Owners who are members of the Association. All Owners as herein defined, upon acquiring title to any Lot, shall automatically become a member of the Association.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Description of Land. The land subject to this Declaration is a tract of twelve (12) lots situate in Huntingdon Borough, Huntingdon County, Pennsylvania, as more specifically described on Exhibit "A", and as shown on a plat plan recorded in Huntingdon County Plat Book 6, Page 92, attached hereto and made a part hereof.

Section 2. Common Areas Conveyed to Township and/or Borough. Developer reserves the right to convey any of the Common Areas to the Township of Oneida and/or Huntingdon Borough or any municipal entity, body, or authority.

Section 3. Additions to the Properties by Developer. If the Developer, their successors and assigns, should develop additional lands adjacent to The Properties, such additional lands may be annexed to The Properties by written declaration of the Developer, their successors or assigns, describing the additional property, and duly recorded. Such addition may be accomplished by the Developer at their sole discretion, without the consent of any of the members hereof or of the Association. Prior to adding any lands to The Properties, Developer shall first obtain approval of the Township of Oneida and/or Huntingdon Borough.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Membership in the Association shall be governed by the By-Laws of the Association as the same may be enacted or amended from time to time. All Owners, upon acquiring title to any Lot shall automatically become a member of the Association and shall be subject to this Declaration and to the By-Laws of The Highlands Homeowners Association - Huntingdon.

Section 2. Voting Rights. Voting rights in the Association shall be as set forth in the said By-Laws as enacted and amended from time to time.

Section 3. Suspension of Membership Rights. Suspension of membership rights shall be as set forth in the said By-Laws as enacted and amended from time to time.

Section 4. Control by Developer. Until the earlier to occur of (1) the property or real estate of The Highlands Subdivision which are subject to this Declaration of Protective Covenants consisting of one hundred (100) acres, or (2) a Declaration having been filed by the Developer of The Highlands Subdivision that the Developer intends to add no more real estate or property to The Highlands Subdivision and 3/4 of the lots included, at that time, in the Subdivision have been sold, the Developer shall have the exclusive right to direct all of the votes of members, to name the Board of Directors, to remove and replace any or all of the members of the Board of Directors, and to manage and operate The Highlands Homeowners Association - Huntingdon.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Rights in Common Areas. Subject to the provisions of Section 3 of this Article, every member shall have a right and easement of enjoyment in and to the Common Areas of the recorded subdivision plat of which his Lot is a part, and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Areas. The Developer hereby agrees that, prior to the conveyance of the first lot of the

recorded subdivision plat of The Properties, Developer will file the Final Plan of The Highlands Subdivision. Such plans shall show each of the lots benefitted and burdened by the intent of these covenants. Either prior to conveyance of the first lot of the recorded subdivision plan or at some time thereafter, and from time to time, Developer will convey by special warranty deed, fee title to or an easement in the Common Areas to the Association free and clear of all encumbrances and liens (except (1) a mortgage to Penn Central Bank, (2) utility easements, and (3) those created by or pursuant to this Declaration), and the Association must and shall accept each such conveyance from Developer; the Common Areas to be conveyed are those to be shown on such subdivision plat.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to execute such notes, mortgages, or other documents as may be required by any lender;

(b) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;

(c) The right of the Association to charge reasonable fees and to impose assessments for the purpose of keeping, maintaining, and utilizing the Common Areas and granting to the Association or its agents, the right to enter upon and to have access to and for ingress and egress for the purpose of keeping, maintaining, and utilizing the Common Areas and to install such ancillary facilities as may be necessary to carry out the intent of this Declaration for the use of the Common Areas;

(d) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility or to grant a right-of-way or easement for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes of the membership, if any, has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the action is sent to every member at least thirty (30) days in advance of any action taken;

(e) The right of the Developer and of the Association to grant and reserve easements and rights-of-ways through, under, over and across any lot or Common Areas, for the installation, maintenance and inspection of stormwater management facilities or lines and appurtenances for public or private water, sewer, drainage, fuel oil, gas, television cable and other utilities.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of a Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association or to Oneida Township and/or Huntingdon Borough (sometimes referred to as the "Township and/or Borough"):

(1) Annual Assessments for maintenance of or improvements to the Common Areas; and (2) Special Assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such