

ENTERED
HUNTINGDON COUNTY
PENNSYLVANIA

C. Swigart

May 26 3 00 PM '06

28.50

JANET E. HANYS
RECORDER OF DEEDS

**DECLARATION OF RESTRICTIVE COVENANTS,
RESERVATIONS AND EASEMENTS
FOR THE VICTORIA HEIGHTS, PHASE 1,
SINGLE-FAMILY RESIDENTIAL SUBDIVISION
WALKER TOWNSHIP, HUNTINGDON COUNTY, PENNSYLVANIA
DALE W. MILLER, 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 Victoria Heights, Phase 1 (hereinafter "Plan") recorded in Plan Book 8, Page 231B, in the Office of the Recorder of Deeds for Huntingdon County, Pennsylvania. Developer is Dale W. Miller, Post Office Box 233, Huntingdon, PA 16652 ("Developer").

Each lot in The Victoria Heights Single-Family Residential Subdivision designated by the Developer, being those lots numbered 8 through 38 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. Such residential dwelling shall be erected on a permanent masonry foundation. Manufactured modular homes shall only be permitted on Lots 8 through 13 and 27 through 32. The dwelling shall contain at least one thousand six hundred (1600) 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 mobile home or any temporary structure shall be kept, maintained or allowed on the premises except children's tents. 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. 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

ALL that certain tract or parcel of land situate in Walker Township, Huntingdon County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at an iron pin on line of lands now or formerly of Walter H. Hearn and Rosie T. Hearn and at corner of Lot 5 in Victoria Heights; thence along line of Lots 5 and 4, Margy Drive, and line of Lots 3R and 1R North 29 degrees 05 minutes 05 seconds East 991.73 feet to an iron pin; thence along line of Lot 1R South 81 degrees 34 minutes 25 seconds East 203.62 feet to an iron pin; thence continuing along line of Lot 1R along a curve to the right having a radius of 856.51 feet, an arc distance of 427.75 feet to an iron pin (the bearing of the chord of said curve being South 67 degrees 15 minutes 59 seconds East and the chord distance being 423.32 feet); thence along same South 52 degrees 57 minutes 33 seconds East 222.34 feet to an iron pin at common corner with Lot 1R; thence along same South 33 degrees 24 minutes 20 seconds West 866.90 feet to an iron pin at corner of Lot 9; thence along line of Lot 9 North 43 degrees 07 minutes 50 seconds West 241.95 feet to an iron pin on the edge of Bratton Drive; thence along Bratton Drive South 33 degrees 24 minutes 20 seconds West 250.37 feet to an iron pin at corner of Lot 8; thence along line of Lot 8 South 56 degrees 35 minutes 40 seconds East 235.30 feet to an iron pin; thence along same South 33 degrees 24 minutes 20 seconds West 227.59 feet to an iron pin on line of lands now or formerly of Dale W. Miller; thence along the common boundary line of Miller and line of Hearn and along line of Lot 8, Bratton Drive and Lots 26, 25 and 24 North 50 degrees 12 minutes 46 seconds West 1248.96 feet to an iron pin, the place of beginning.

The aforementioned parcel of land being comprised of Lots 8 through 38 in The Victoria Heights Subdivision, together with the private roads lying between said lots as shown on a Plan of Subdivision for Dale W. Miller dated October 13, 2004 and revised as of September 29, 2005 as prepared by Penn Terra Engineering, Inc. and recorded in the Office of the Recorder of Deeds for Huntingdon County on April 19, 2006 in Plan Book 8, Page 231B.

Part of Tax Parcel No. 51-02-35.21

EXHIBIT A

EXHIBIT

times except as may be required for the removal of such items. Oversize garage doors used to accommodate motor homes, etc. shall not face the principal street frontage.

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 outdoor dog houses or kennels may be erected on the premises. In order to reduce barking and other annoyance to neighbors, no pets shall be kept outdoors. Dogs may be allowed to run in yards for periods of time so long as they are not allowed to roam off the lot.

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 Victoria Heights 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 Developer 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, his 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, if any) and driveway must be completed within eighteen (18) months from the start thereof, or else there shall be assessed against the Grantee liquidated damages in the amount

of Seventy-Five (\$75.00) Dollars per day for that time beyond the foregoing eighteen (18) month period during which such construction or landscaping is incomplete.

3. Neither Developer, nor his 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 or front entrance walk 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 incandescent bulb or equivalent fixture in light output.

10. All 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 swimming pools and all fences shall be in accordance with Paragraphs 5 through 7 above.

11. No satellite dish larger than three (3) feet in diameter shall be constructed or located on any lot. No outdoor furnaces shall be permitted.

12. Each Grantee shall refrain from interference with natural drainage courses existing on any lot or with drainage ditches or 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 Victoria Heights 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 secured receptacles concealed from view by an enclosure or screening approved by

Developer. Trash shall be regularly removed by a properly licensed trash hauler. No outdoor burning of trash shall be permitted. 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. No unregistered, inoperable or disassembled motor vehicle may remain on the said lot unless said motor vehicle is garaged with the door closed. No commercial vehicles having a gross vehicle weight of over 17,000 pounds shall be parked or stored on the lot, except for deliveries or related to construction on the lot.

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 23 below.

16. Each residence may have a garage for not more than three (3) vehicles including any boats or recreational vehicles.

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. 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.

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

20. 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, buried underground or screened from view of the street or other lots.

21. 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.

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

23. Developer or anyone acting under his authority may build and maintain model homes in The Victoria Heights Single-Family Residential Subdivision.

24. Each reference to Developer herein shall refer to Developer, his successors and assigns. Developer shall have the right to grant and convey or assign any or all of his 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 or their heirs, successors or assigns and successors in interest.

25. 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.

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

27. Developer may assess each lot owner a sum not to exceed One Hundred Fifty (\$150.00) 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.

28. 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 "THE VICTORIA HEIGHTS PROPERTY OWNERS ASSOCIATION" shall be formed, with one membership for each property owner, and that this Association, in conjunction with the Developer, shall establish reasonable annual assessment charges for road maintenance and other facilities; it being understood that the Developer shall exercise one vote per lot owned in the Property Owners Association.

29. The restrictions and covenants numbered 5, 6, 7, 8, 21 and 23 as well as the approval provisions of Paragraph 10 shall remain in full force and effect until December 31, 2026. 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 26th day of May, 2006.

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



Janet E. Hanks
Janet E. Hanks
Recorder of Deeds

Dale W. Miller

Dale W. Miller

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF HUNTINGDON

:
:
: SS.
:

On this, the 26th day of May, 2006, before me, the undersigned officer, personally appeared DALE W. MILLER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed same for the purposes therein contained, and in the capacity therein stated.

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



Gayle Stevenson Cessna

Notarial Seal
Gayle Stevenson Cessna, Notary Public
Huntingdon Boro, Huntingdon County
My Commission Expires Aug. 16, 2008

Title of Officer