DECLARATION OF PLANNED COMMUNITY

OF

HAWK RIDGE PHASE I **A Planned Community** Harris Township, Pennsylvania

Pursuant to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. § 5101 et. Seq.

R 02283-0925 Nov 22, 2021 Pine Hall Associates

Pine Hall Associates

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DECO 45pgs RECORDER OF DEEDS Electronically Recorded / Submitted by Simplifia

ARTICLE I SUBMISSION; DEFINED TERMS

Section 1.1 <u>Declarant; Property; County; Name.</u> Pine Hall Associates, a Pennsylvania Partnership, along with existing Residential Lot owners, ("Declarant"), together the owners in fee simple of the Real Estate described in Exhibit "C" attached hereto, located in Harris Township, Centre County, Pennsylvania, hereby submit the Real Estate, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, "Property") to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. § 5101 et. seq., (the "Act"), and hereby create with respect to the Property a planned community, to be known as "Hawk Ridge Phase I, A Planned Community" (the "Community").

Section 1.2 Lots Subject to Declaration. All present and future Lot owners, tenants, mortgagees, and occupants of Lots within Phase I shall be subject to and shall comply with the provisions of this Declaration, with those of the By-Laws, and with the duly promulgated Rules and Regulations adopted by the Executive Board and with all amendments of the same. Acceptance of a deed of conveyance or the acceptance of inheritance or the entering into a lease, or the entering into occupancy of a Lot, shall constitute an agreement to be so bound, and that the aforementioned instruments are accepted and ratified by each such Lot owner, tenant, occupant, or mortgagee; and that all such provisions of the aforementioned instruments shall be deemed taken to be covenants running with the land and shall bind every person at any time having any interest or estate in such Lot as though all such provisions were set forth in full, in each and every deed, or lease, or any other relevant documents.

Section 1.3 <u>Easements and Licenses</u>. Including among the easements, rights and appurtenances referred to in Section 1.1 above are the following recorded easements and licenses, and the Real Estate is hereby submitted to the Act:

- (a) Subject to all matters contained in the Final Subdivision Plan for Hawk Ridge, dated January 26, 2009, and recorded July 15, 2009, in Plat Book 82, Page 72.
- (b) Subject to all matters contained in the Final Subdivision Plan for Hawk Ridge, dated March 21, 2021, and recorded November 1, 2021, in Plat Book 97, Page 33.
- (c) Subject to all matters contained in any Future Final Subdivision Plans for Hawk Ridge Phase I.

Section 1.4 <u>Defined Terms</u>.

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 Hawk Ridge Homeowners Association, its successors, and assigns as governed by the Bylaws of the Association.
- (b) "Building(s)" means any building(s) included in the Property.
- (c) "Common Elements" means common facilities or controlled facilities. Included within the Common Elements are the public sidewalks, soft walking paths, designated open space, storm water management facilities, and all portions of the community not designated as Limited Common Elements, Reserve Common Elements, or the Lots or public roads.
- (d) "Common Facilities" means any real estate within the Community that is owned by the Association or leased to the Association and includes the stormwater detention facility on Lot 5 and in future open space areas of the development. This term does not include a Lot.
- (e) "Controlled Facilities" means any real estate within the Community, whether or not part of a Lot, that is not a common facility but is maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association.
- (f) "Convertible Real Estate" shall mean that portion of the property within which additional Lots or Limited Common Facilities or both may be created.

- (g) "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Right.
- (h) "Declaration" means this document, as the same may be amended from time to time.
- (i) "Executive Board" means the Executive Board of the Association.
- (j) "General Common Expenses" means all common expenses other than Limited Common Expenses.
- (k) "Limited Common Element" means a Limited Common Facility or Limited Controlled Facility, including but not limited to:
 - a. If a driveway serves more than one (1) lot, it shall be a Shared Limited Controlled Facility and shall be the responsibility of the lot owners served by the shared driveway to maintain which includes any repairs that are needed, snow plowing, etc.
 - b. Refer to the Plats and Plans and all Common Facilities that are subsequently assigned as Limited Common Elements pursuant to Section 3.1 hereof.
- (l) "Limited Common Expenses" means the Common Expenses incurred for maintenance, repair and/or replacement of certain Limited Common Facilities, which pursuant to Section 2.4 of the Declaration, are to be assessed against the Lots to which such Limited Common Facilities are assigned.
- (m) "Limited Common Facility" means a portion of the common facilities allocated by or pursuant to the declaration or by operation of Section 5202(2) or (3) of the Act (relating to unit boundaries) for the exclusive use of one or more but fewer than all of the units.
- (n) "Limited Controlled Facility" means a portion of the controlled facilities, other than controlled facilities which are themselves part of a unit, allocated by or pursuant to the declaration or by operation of Section 5202(2) or (3) of the Act (relating to unit boundaries) for the exclusive use of one or more but fewer than all of the units.
- (o) "Lot" means a parcel of ground described by metes and bounds and as described herein and, in the Plats and Plans.
- (p) "Owner" shall mean and refer to the owner of record of a Lot, 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 mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (q) "Plats and Plans" means the Plats and Plans entitled, "Hawk Ridge Final Plan" dated January 26, 2009, by PennTerra Engineering, Inc., State College, PA, and recorded at the Centre County Recorder of Deeds Office in Plat Book 82, Page 72, and Final Subdivision Plan for Hawk Ridge, dated March 21, 2021, and recorded November 1, 2021, in Plat Book 97, Page 3, incorporated herein by reference, and a copy of which is attached hereto and made part hereof, as well as the attached amendments thereto and as the same may be further amended from time to time.
- (r) "Professional Property Manager" (PPM) means the Managing Agent employed by the Homeowners Association to manage the affairs of the Association.
- (s) "Property" shall mean and refer to all properties, Lots and Common Areas, or adjacent roadways or easements, as described in Section 1.1 above and Exhibit "A".
- (t) "Public Easements" means easements granted to the public utility companies for the installation and operation of utility services to the Lots within the development.
- (u) "Public Roads" means public roads that are owned and operated by Harris Township.
- (v) "Reserved Common Facilities" means portions of the Common Facilities that the Executive Board may designate as such from time to time pursuant to Section 3.5 hereof.
- (w) "Withdrawable Real Estate" means real estate that may be withdrawn from the Hawk Ridge Planned Community as more fully shown on the plats and plans.

ARTICLE II

LOT IDENTIFICATION AND BOUNDARIES; MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 2.1 <u>Lots/Common Elements</u>. The location and dimensions of the buildings and the other structures and improvements compromising the Property and the Lots, Common Elements and Limited Common Elements of the Community are shown on the Plats and Plans. The number of projected Lots are as follows:

Single Family Detached Lots – Phase I 11-13

Declarant reserves the right to change the total number of Lots, the total number of Phases, the total number of Lots per Phase, and the location of Lots and boundaries within a phase. Subsequent Phase(s) may or may not be included in the Hawk Ridge Homeowners Association Phase I.

Section 2.2 <u>Lot Boundaries.</u> The title lines or boundaries of each Lot are situated as shown on the Plats and Plans and described as follows:

- 2.2.1 The entire improved building, including its exterior, and all decks, patios and porches, sidewalks, and driveways shall be included as part of the Lot.
- 2.2.2 The Declarant shall approve all design and construction plans for all Lots prior to construction. The cost of Plan Amendments to accommodate the establishment or relocation of Lot boundaries to accommodate approved designs shall be borne by the Lot Owner.
- 2.2.3 Construction of a home on a Lot must begin within two (2) years of when the Lot is purchased.
- 2.2.4 The terms, conditions, and manner for submission and approval of the Lot design and construction of the home shall be contained on each contract or agreement for the sale and purchase of such Lots entered into by Declarant and purchasers.
- Section 2.3 Membership and Voting Rights in the Hawk Ridge Homeowners Association. All Owners, upon acquiring title to any Lot, shall automatically become a member of the Association and shall be subject to this Declaration, to the By-Laws, to the Protective Covenants and to the Rules and Regulations of the Hawk Ridge Homeowners Association. Voting rights in the Association shall be likewise as set forth in the said By-Laws as enacted and amended from time to time.
- Section 2.4 <u>Maintenance Responsibilities</u>. Notwithstanding the ownership of the various portions of the Common Elements and the Lots by virtue of the foregoing boundary descriptions, the Lots and Common Elements shall be maintained and repaired by each such Lot Owner and by the Association in accordance with the provisions of § 5307 of the Act, except as expressly set forth to the contrary herein.
 - (a) Lot Owners are responsible for the interior and exterior maintenance of their home and the maintenance and repair of all decks, porches, personal sidewalks (sidewalks other than public sidewalks), utility lines, driveways, personal landscaping (not including grass mowing and snow removal), and all mechanical and electrical systems.
 - (b) The Association shall provide:
 - 1. All grass cutting and lawn maintenance outside of and around all Homes and within all Common Areas of the Community that are intended to be mowed. Certain areas of the Community, as designated in the Plats and Plans, will be left in a natural state and will not be mowed or maintained.

- 2. Snow removal from public sidewalks, private sidewalks and driveways that lead from public sidewalks to individual Homes.
- 3. In addition, the Association shall be responsible for the repair and maintenance of all public sidewalks that are adjacent to public streets.
- 4. Individual landscaping elements around homes shall be maintained by the Lot Owner.
- 5. The public streets, curbing, and street trees shall be maintained by Harris Township.
- 6. The street that serves Lots 6, 10 and 11 and possible future lots will be maintained and repaired as necessary by the Association unless it becomes a public street in which case it will be maintained and repaired by Harris Township.

Section 2.5 Relocation of Lot Boundaries; Subdivision and Conversion of Lots. Relocation of boundaries between Lots will be permitted subject to compliance with the provisions therefore in § 5214 and 5215 of the Act. Subdivision or conversion of Lots by the Declarant pursuant to § 5215(c) of the Act may not result in the creation of additional Lots.

Section 2.6 <u>Alteration of Lots</u>. Subject to requirements of the law and to applicable Rules and Regulations, a Lot Owner:

- 2.6.1 May make improvements or alterations to his Lot that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Community. Any improvements must be approved by the Association.
- 2.6.2 May not, without the permission of the Association, change the appearance of the Common Elements or any other portion of the Community other than portions of the Lots that are not Controlled Facilities.
- 2.6.3 Shall refrain from making any alteration that will adversely affect either the fire retardant or sound absorbent quality of the buildings or violate any applicable law, ordinance, or governmental rule, regulation, or order.
- 2.6.4 Shall obtain the approval of the Executive Board for any alteration to the buildings prior to the commencement of any such alteration subject to exceptions pursuant to the Rules and Regulations, if any.
- 2.6.5 Shall expeditiously complete all alterations (i) in accordance with the plans and specifications therefore which have been prepared at such Lot Owner's expense and which have been approved by the Executive Board prior to the commencement of such alterations, if required and (ii) without incurring any mechanic's or materialmen's liens.
- 2.6.6 Shall pay all costs and expenses incurred in connection with the Executive Board review and approval process and appropriate review, execution, recording of any Amendment to the Declaration (including Plats and Plans) needed in order to reflect the condition of the buildings after completion of such alterations which Amendment shall be recorded by the Executive Board if such Amendment conforms to the requirements of the Act, and if such amendment is approved unanimously, in writing, by the Owners or all Lots.
- 2.6.7 Shall not permit installation, removal, reconstruction or repair of any electrical lighting, signal transmission and/or power circuit or electrical outlet box or terminal device included in such outlet box, or any items of heating or air conditioning equipment or any ventilation or exhaust duct or related equipment, any of which is located within an interior portion of a Lot or within the ceiling above a Lot until after application has been made to and a written approval has been received from the Executive Board. The cost of such installation, removal, reconstruction, or repair, whether undertaken by a Lot Owner or by the Association, shall be borne by the Lot Owner benefited thereby.

ARTICLE III ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1 Limited Common Elements. Portions of the Common Elements are marked on the Plat and Plans as "Common Elements which may be assigned as Limited Common Elements." Declarant may assign such Common Elements as Limited Common Elements pursuant to the provisions of § 5209(c) of the Act by making such an assignment in a written instrument of assignment or in the deed to the Lot to which such Limited Common Element shall be appurtenant or by recording an appropriate Amendment to this Declaration. Such assignments by Declarant may be to Lots owned by Declarant. Upon the election by the Lot Owners of a majority of the members of the Executive Board, the right of initial assignment of each of the aforesaid Limited Common Elements pursuant to this Section 3.1 shall pass from Declarant to the Executive Board and Declarant shall no longer have the right to exercise any such right.

Section 3.2 Allocation of Open Areas. The Executive Board may allocate portions of Open Areas near or abutting Lots for use by the Owner of a particular Lot for purposes deemed appropriate by the Board, such as expansion of patios, fencing, garden or other planting areas, installation of privacy fences, sidewalks and/or other forms of landscaping. Such allocations may also include portions of corridors to be used as part of adjoining Lots, so long as reasonable access is maintained for all Lots.

Section 3.3 <u>Allocation of Limited Expense Liability</u>. Except as set forth in Section 2.4, Limited Common Elements shall be maintained and repaired by the Association and the cost of such maintenance and repair shall be apportioned among the Lot or Lots served by Limited Common Elements in accordance with Section 5414(c) of the Act. The street known as Elizabeth Drive that serves Lots 6, 10 and 11 and possible future lots is a Limited Common Element and will be maintained and repaired as necessary by the Association, unless the street is accepted for dedication as a public street by the Harris Township.

Section 3.4 Outdoor Parking Areas. All outdoor automobile parking for guests and visitors shall be on the public streets or in the driveway of the home. Such outdoor parking spaces upon the public streets of Harris Township shall be available for the use of Owners, guests, and visitors on a first-come, first-served basis.

Section 3.5 <u>Designation of Reserve Common Elements.</u> "Reserve Common Elements" are those parts of the Common Elements which the Executive Board may designate from time to time for use and/or access by less than all the Lot Owners or by non-owners of any Lots for specified periods of time, or by only those Persons paying fees for membership or use or satisfying other reasonable conditions for use as may be established by the Executive Board.

ARTICLE IV EASEMENTS

Section 4.1 <u>Additional Easements</u>. In addition to and in supplementation of the easements provided for by § 5216, 5217, and 5218 of the Act, the following easements are hereby created:

4.1.1 Offices and Models. Declarant shall have the right to maintain sales offices, management offices, and models throughout the Property. Declarant reserves the right to place one or more models, management offices, and sales offices on any portion of the Common Element portion of the Community in such manner, of such size, and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices, and sales offices to different locations within the Common Elements. Declarant shall have the right to remove any such models, management offices and/or sales offices from the Common Elements at any time up to thirty (30) days after Declarant ceases to be a Lot Owner.

- 4.1.2 <u>Utility Easements.</u> The Lots and Common Elements shall be and are hereby made subject to easements in favor of Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property of the Additional Real Estate. The easements created in this Section 4.1.2 shall include, without limitation, rights of Declarant, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, storm drains above and underground, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric and computer wires, conduits and equipment and ducts and vents over, under, through, along, and on the Lots and Common Elements. Notwithstanding the foregoing provisions of this Section 4.1.2, unless approved in writing by the Lot Owner or Lot Owners affected thereby, any such easements through a Lot shall be located either in substantially the same location as such facilities or similar facilities existed at the time the first conveyance of the Lot by the Declarant.
- 4.1.3 <u>Declarant's Easement to Correct Drainage.</u> Declarant reserves an easement on, over, and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface water to maintain reasonable standards of health, safety, and appearance. The easement created by this Section 4.1.3 expressly includes the right to cut any trees, bushes, or shrubbery, to grade soil, or to take any other action reasonably necessary to achieve this purpose, following which Declarant shall restore the affected property as closely to its original condition as practicable.
- 4.1.4 <u>Easement for Inspection and Maintenance.</u> The Lots and Limited Common Elements are hereby made subject to the following easements:
 - (a) In favor of the Association and its agents, employees and independent contractors, (i) for inspection of the Lots and Limited Common Elements in order to verify the performance by Lot Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair, and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Lots or Limited Common Elements, or both, and (iii) for correction of emergency conditions in one or more Lots or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Lots, it being understood and agreed that the Association and its agents, employees, and independent contractors shall take reasonable steps to minimize any interference with a Lot Owner's use of his Lot resulting from the Association's exercise of any rights it may have pursuant to this Section; and
 - (b) In favor of the Lot Owner benefited thereby and the Association, and its agents, employees, and independent contractors, for the installation, repair, maintenance, use, removal, and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements, and which pass across or through a portion of one or more Lots.
- 4.1.5 <u>Easement for Support.</u> To the extent necessary, each Lot shall have an easement for structural support over every other Lot in the Community and the Common Elements, and each Lot and the Common Element shall be subject to an easement for structural support in favor of every other Lot in the Community and other Common Elements.

Section 4.2 Easement for Use of Sidewalks and Open Space

(a) Each Lot Owner and each person lawfully residing within a Lot are hereby granted non-exclusive, perpetual right and easement of access to and enjoyment in common with other of the amenities to public sidewalks, and other open space areas that are intended to be constructed in Phase 2 or other Phases of the development.

(b) The rights and easements of access and enjoyment created hereby shall be subject to the right of the Association to adopt rules and regulations governing the development.

ARTICLE V AMENDMENT OF DECLARATION

Section 5.1 <u>Amendment Generally.</u> This Declaration may be amended only in accordance with the procedures specified in § 5219 of the Act, the other Sections of the Act referred to in § 5219 thereof and the express provisions of this Declaration.

Section 5.2 Rights of Secured Lenders. Subject to the limitations imposed by § 5221 of the Act and except as set forth below, no Amendment of this Declaration may be made without the prior written approval of all record holders of first mortgages on Lots if and to the extent that such approval is required by the Act. Such approval shall not be required with respect to any Amendment pursuant to Articles VI, VII, or VIII below. In addition, any published requirement of the Federal National Mortgage Association, or its successors (collectively "FNMA") or of the Federal Home Loan Mortgage Corporation, or its successors (collectively "FHLMC") with respect to approval of Amendments to the Declaration by holders of mortgages on Lots shall be complied with if, at the time such Amendment is submitted to the Lot Owners for their approval, one or more mortgages on Lots is held by whichever of FNMA or FHLMC imposes such requirement and the Executive Board has been notified in writing that a mortgage is held by the entity imposing such requirement.

ARTICLE VI USE RESTRICTIONS

Section 6.1 <u>Use and Occupancy of Lots and Common Elements</u>. The occupancy and use of the Lots and Common Elements shall be subject to the following restrictions:

- 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) but not more than three (3) automobiles must be erected. No outbuildings, clotheslines, dog pens, etc., or appurtenances, may be erected or placed on the Lot. Owners are strongly encouraged to construct a side loaded garage so that garage doors are not visible from the street.
- 2) Home occupations and professional offices shall not be conducted or maintained on the premises, unless approved by Developer and Harris Township, and after transfer of control from Developer to the Association, unless approved by the Association.
- 3) No unregistered motor vehicle may remain on the said Lot unless said motor vehicle is garaged. No cars, trucks, vans, etc., marked with private, commercial, industrial, or organizational lettering, logos, etc., are allowed to be kept in driveways. All vehicles are to be kept overnight within a garage.
- 4) No bi-level or contemporary homes are permitted. All homes must have a front porch that is a minimum of 10ft. in width and 7ft. in depth.

- No mobile home, shack, outdoor storage structure, or temporary structure shall be kept, maintained, or allowed on the premises except children's tents; nor shall any motor homes, recreational vehicles, campers, trailers, or boats be kept or stored on the premises except in a garage attached to the home.
- 6) 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.
- 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, they shall be kept on the premises within the residence. No more than two (2) dogs and/or cats shall be kept within the premises. No dog houses or kennels may be erected on the premises.
- 8) 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 prepared by a professional engineer or architect shall first have been furnished to Developer at least thirty (30) days prior to construction and the proposed plans have been approved in writing by Developer, and Owner 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 being obtained. Developer reserves the right to approve or disapprove of any builder of a dwelling or improvement within the Properties. Developer reserves the right to delegate this responsibility to its agent to administer on Developer's behalf.
- 9) All submissions of plans for residential dwelling units and site plans for construction, proposed grading, and tree removals must be in duplicate, one (1) copy of which shall be retained by Developer. The second copy shall be marked with any review or approval comments and shall be returned to the Owner. 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 should be prepared by a registered architect or professional engineer and shall show the following:

- (a) existing topography with contour lines at 2ft. intervals,
- (b) outline of all proposed structures and finished floor elevations, including their locations relative to property lines, easement lines and building setbacks,
- (c) conceptual architectural building plans and building elevations that indicate the proposed color and texture of materials to be used on the exterior of the dwelling,
- (d) proposed driveways and sidewalks,

- (e) tree or brush clearing lines around structures, drives, and walks,
- (f) proposed drainage control and location of roof sumps,
- (g) the scale of the plan (1" = 20' or similar) to allow proper review of proposed improvements,
- (h) finished grade contours and "spot" elevations for all graded areas,
- erosion control measures that will be constructed to control water runoff until new grass and landscaping is established,
- (j) proposed landscape improvements, e.g., retaining walls, decks, planting materials, fences, trash enclosures, etc.,
- (k) location of required LED post light with dusk to dawn photocell control, and
- (l) access and/or utility easements and building setbacks.

Developer shall have the right to approve or disapprove any such plans or specifications, the identity of any builder, all grading, landscaping, and tree removal, and Developer shall have the right to require whatever screening it may deem suitable.

Developer may, at Developer's option, appoint a Design Review Board ("DRB") or another person or persons to represent him. Developer may assign and delegate any or all of Developer's rights and authority to the DRB or to another person or persons.

Each Owner 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 owner shall be responsible for constructing and maintaining erosion and sedimentation controls in accordance with the approved plans, and each Owner hereby indemnifies and holds harmless Developer, its successors and assigns, from any loss, damage or claim that Owner may have or incur as a result of the Owner's failure to construct and maintain proper erosion and sedimentation controls.

Subsequent to approval and construction in accordance with Paragraph 5 above, Owner shall not alter or change the exterior of a building nor the landscaping or grading of any Lot without again complying with the provisions of Paragraph 5 above and Paragraph 7 below.

10) 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 Owner further agrees that no change will be made in said approved landscaping plan without the written approval of Developer first being 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. Subsequent to approval and construction in

- accordance with this Paragraph 7, an Owner shall not alter or change the exterior of a building nor the landscaping or grading of any Lot without again complying with the provisions of Paragraph 5 above and this Paragraph 7.
- 11) The building and landscaping of any dwelling, garage, and driveway must be completed within one (1) year from the start of construction, or there shall be assessed against the Owner liquidated damages in the amount of fifty dollars (\$50.00) per day for that time beyond the foregoing one (1) year period during which such construction or landscaping is incomplete.
- 12) Minimum finished square footage of living space of each dwelling, excluding basement and garage, must be at least two thousand five hundred (2,500) square feet above road grade, subject to Developer's exclusive right to waive this provision as, in Developer's judgment, may be required by special circumstances, and such decision of waiver shall be final.
- 13) Each dwelling built on a Lot shall have a value (combined house and lot) at the time of construction of no less than four hundred thousand dollars (\$400,000.00), said amount to be increased annually in accordance with increases of the Consumer Price Index for Urban Consumers (CPI-U), U. S. City Average, All Items, or its successor as determined by the U. S. Department of Labor subsequent to the date of this Declaration.
- 14) Neither Developer, nor its heirs, successors, or assigns, shall be liable in damages to any person or entity submitting any plans or request for approval or to any Owner 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 Owner who submits any plans or request to Developer for approval agrees, by submission thereof, and every Owner agrees, by acquiring title thereto, that he will not bring any such action or suit to recover any such damages.
- 15) An outdoor photocell actuated LED 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 placed on the lot approximately ten (10) feet from the front property line and within five (5) feet of the driveway. The pole light must be always lighted from sundown to sunup, be regulated by an automatic day-and-night photocell wired directly to the dwelling circuit panel, and must use at least a ten (10) watt LED bulb or equivalent. It is each Owner's responsibility to replace said bulb when required. No in-line switches are permitted to control the pole-light.
- 16) 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, 6 and 7 above. All fences must comply with the requirements of the Fence Policy attached hereto as Exhibit "B".
- 17) 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 Paragraph 7 above and to take such other remedies as are available to Developer in law or equity.
- 18) Each Owner shall refrain from interference with natural drainage courses and swales along the roadways and along common property lines that have drainage improvements installed.
- 19) Except to the extent necessary for approved construction, at no time shall any Lot be stripped of its topsoil, or be stripped of its trees, or be allowed to go to waste, or be neglected, excavated, or have refuse or trash thrown, placed, or dumped upon it. Developer and Developer's contractor's 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 Owner that permits the same to become unsightly or if the same detracts from the overall beauty, setting and safety of the Properties. In the event that Developer or its contractor removes trash, mows, cuts, clears, or prunes, then the expense of same may be recovered from Lot Owner.
- 20) All trash, garbage, and refuse shall be stored within the garage in a covered metal or plastic receptacles or otherwise concealed from view by an enclosure or screening as approved by Developer.
- 21) 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 advertisement of the subdivision during development, gateway or subdivision name signs, whether temporary or permanent, and signs as may be appropriate for a model home at the location of the model home as described in Paragraph 26 below.
- 22) Each Owner must provide a paved driveway to the garage for off-street parking of at least two (2) vehicles (excluding garage spaces). Owners are encouraged to consider stamped or embossed concrete or stamped bituminous driveways. Garage doors should be at least 20 feet. from the public sidewalk if applicable or the front property line to allow for vehicles to park in the driveway.
- 23) Each building shall be provided with gutters and downspouts and all roof water shall drain to underground sumps. See attached Exhibit "A" for a detail of the approved sump design.
- 24) From the time of purchase, Owner shall be responsible for weed control and shall allow no unsightly growth to occur and shall comply with the ordinances of Harris Township.
- 25) Each Owner agrees that, within one (1) year of acquiring title to a Lot, and if required in accordance with the approved subdivision plans the Owner shall cause to be constructed a five (5) foot wide concrete sidewalk parallel to the street as required by Developer and Harris Township and as shown on the recorded plans.
- 26) No Lot shall be re-subdivided into two (2) or more lots. Lots may not be combined to form a larger lot. Developer reserves the right to adjust and alter property lines.

- 27) Lot owners are encouraged to keep the rear yard setback area in its natural state whenever possible. If this area in the opinion of both the Owner and Developer should be replanted, then it shall be done with native plant and tree species that will require a minimum of maintenance and will complement the natural aesthetics of the area. This work shall be done and paid for by the Lot owner.
- 28) The exterior building materials on any house shall be extended down to within twelve (12) inches of grade around the entire building. No more than twelve (12) inches of exposed masonry block or a stuccotype finish will be permitted on any part of the house including but not limited to basement walls. Any exposed basement walls must be painted, finished with a stucco-type finish or the house siding may be extended down to cover the masonry foundation.
- 29) Obstructions such as picnic tables, swing sets, toys, etc., within the outside area of the house are to be kept to a minimum in order to facilitate lawn mowing.
- 30) Developer, or its designee, may build and maintain a model home in the development provided that it is used as a model home for no longer than three (3) years. Developer may construct and maintain more than one (1) model home.
- 31) Each reference to Developer herein shall mean Developer, its heirs, successors, and assigns, and, if after the period of the control of Developer, shall mean the Association. Developer shall have the right to grant and convey or assign any or all its rights to enforce these restrictive covenants, reservations and easements to another person or persons or to a professional property manager (PPM). Upon such conveyance, grant or assignment, the person, persons, or entity shall have and shall succeed to all rights and duties with the same power as Developer. If Developer assigns any or all rights to the Association, the Association must accept the responsibility for the enforcement of those covenants, reservations, and easements so assigned.
- 32) Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect the validity of any other provision, which shall remain in full force and effect.
- 33 The covenants and restrictions of this Declaration shall run with and bind the land and each Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.
- 34) The restrictions and covenants contained in this document shall remain full force and effect until December 31, 2042, and shall continue thereafter unless terminated by the Association.
- 35) Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any Amendments thereto shall be furnished to all Lot Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE VII MORTGAGES

Section 7.1 Permitted Mortgages. A Lot Owner other than Declarant or the Executive Board may not voluntarily encumber or subject his or its Lot to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, that the Permitted Mortgages and the obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation that the Permitted Mortgage shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or other conditions occurring anywhere on the Property other than within the affected Lot, and the obligation secured shall be prepayable, without penalty upon the happening of any termination of the Community or determination not to restore or replace the affected Lot. No Lot Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee and of the debt proposed to be so secured. The lien of any purported mortgage which does not comply with all the requirements of this Article VII shall not attach to or affect the Property or any part thereof or interest therein and shall be of no force and effect as and to the extent that it purports to relate thereto. The Secretary shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby.

ARTICLE VIII LEASING

Section 8.1 Lease and Sublease. A Lot Owner may lease or sublease his home at any time and from time to time provided that (except for lease or sublease made by (i) Declarant or (ii) a Permitted Mortgagee which is either in possession or is a purchaser at judicial sale): (1) no home or room(s) in a home may be leased or subleased for transient or hotel purposes or for an initial term of less than nine (9) months; (2) no home may be leased or subleased without a written lease or sublease; (3) if requested by the Executive Board, a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) the rights of any lessee or sublessee of the home shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, By-Laws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a home to pay any Common Expense assessments on behalf of the Owner of that home.

ARTICLE IX

MANAGEMENT, BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENTS

Section 9.1 <u>Management.</u> A Professional Property Manager (hereinafter "PPM") must be employed by the Executive Board to manage the affairs of the association in accordance with the Declaration and Bylaws and to enforce the Rules and Regulations of the Association. The PPM cannot be a Lot Owner and must have experience in managing similar community associations.

Section 9.2 <u>Budget</u>. An annual budget shall be prepared by the PPM for review and approval by the Executive Board. Each Lot Owner shall be sent a copy of the annual budget along with an income statement for each calendar year. The Executive Board reserves the right to segregate Limited Common Expenses from General Common Expenses if and to the extent appropriate.

Section 9.3 <u>Purpose of Assessment</u>. The Monthly and any Special Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents and occupants of the Lots and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas.

Section 9.4 Monthly Payments. Each Lot Owner 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 Monthly Common Expense Assessments and Special Assessments. All Common Expense Assessments made to meet the requirements of the Association's annual budget shall be payable in equal monthly or quarterly installments in advance on the first day of each month. Special Assessments shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board. No assessments shall be made as to Units declared and owned by the Declarant until such time as a certificate of occupancy has been issued with regard to a Home constructed on a Lot and the Lot has been leased or conveyed by deed to a third party.

Section 9.5 Collection of Certain Charges. Pursuant to §5302(a) of the Act, the Association may impose and receive payments, fees, or charges for the use, rental, or operation of the Common Elements other than the Limited Common Elements. The Association may also impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, By-Laws, and Rules and Regulations of the Association. The Association may also impose reasonable charges for the preparation and recording of Amendments to the Declaration, resale certificates required by §5407 of the Act which shall be one charge that may be made by the Association solely because of the resale or retransfer of any Lot or statement of unpaid assessments.

Section 9.6 <u>Collection Charges</u>. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Board, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise, and (ii) any amounts paid by the Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses, and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such.

Section 9.7 Lien for Assessments. Pursuant to §5315 of the Act, the Association has a lien on a Lot for any assessment levied against that Lot or fines imposed against its Lot Owner from the time the assessment or fine becomes due. The Association's lien may be foreclosed in a like manner as a mortgage on real estate. Fees, charges, late charges, fines, and interest charged under §5302(a)(10), (11), and (12) and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by the Lot Owner or enforcement of the provisions of the Declaration, By-Laws, or Rules and Regulations against the Lot Owner are enforceable as assessments under this section. In the event Owner shall transfer his Lot while an assessment of any kind remains unpaid, the lien of the assessment shall continue to be a charge on the Lot until paid. The Association shall furnish to a Lot Owner upon written request a recordable statement setting forth the amount of unpaid assessments currently levied against his Lot, listed together with interest and costs.

Section 9.8 Reserves. Commencing not later than the first day of the calendar month during which the Common Expense assessments begin, the Association shall establish accounts to create through monthly assessments over a reasonable period of time and thereafter to maintain an adequate reserve fund for maintenance, repair, and

replacements of the Common Elements that are anticipated to require replacement, repair, or maintenance on a periodic basis and to cover deductible amounts in property insurance policies. The reserve funds shall be funded by regular payments. Each annual budget shall include amounts reasonably considered by the Executive Board to be sufficient as reserves for maintenance, repairs, replacements, and contingencies. Extraordinary expenditures not originally included in the annual budget which may become necessary during any year may be charged first against such reserves. In addition, the Executive Board shall have the right to segregate all or any portion of the reserves for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

Section 9.9 <u>Initial Payment for Operating Cash.</u> At the closing for the initial transfer of title from Declarant to a non-Declarant purchaser of each Lot, the Association shall collect from such purchasers an amount equal to two (2) months of (calculated pursuant to the then current Association budget) installments of estimated Common Expenses against the Lot transferred, which monies shall be deposited into an initial working capital fund under control of the Association. The aforementioned payments shall be in addition to and shall not in any way be considered a prepayment of the Annual Assessment fees, nor shall the payment be refunded to the Owner or transferable on sale of the Lot by Owner. While Declarant controls the Association, it cannot use any of the working capital funds to defray its expenses, reserve contributions, or construction costs or to make up any budget deficits.

Section 9.10 <u>Accounting.</u> On or before the first (1st) day of April of each calendar year, the Executive Board shall supply to all Lot Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit or income over expenditures plus reserves.

Section 9.11 Acceleration. If a Lot Owner is in default in the payment of the aforesaid charges or monthly installments of assessments for sixty (60) days, the Executive Board may, in addition to all other remedies in the Act or Declaration contained, accelerate all other charges and monthly installments of assessments to become due for the next twelve (12) months on the basis of the budget for the following year; provided, however, a foreclosing Posted Mortgage shall be entitled to automatic subordination of such sums in excess of the amounts given priority in lien or payment over mortgage liens in the Act.

Section 9.12 <u>Surplus.</u> Any amounts accumulated from assessments for Limited Common Expenses and income from the operation of Limited Common Elements to which such Limited Common Expenses pertain in excess of the amount required for actual Limited Common Expenses shall be held by the Association as reserves for future Limited Common Expenses. Likewise, any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses shall be held by the Association as reserves for future General Common Expenses.

Section 9.13 <u>Assignment of Income Rights.</u> The Association may assign its rights to future income, including payments made on account of assessments for General Common Expenses and Limited Common Expenses, to secure any loan obtained by the Association for repairs, replacements, or capital improvements to the Common Elements, by proper action taken by the Executive Board.

Section 9.14 Real Estate Taxes. Real Estate taxes shall be separately assessed by Centre County and Harris Township to each Lot and paid by each Lot Owner.

ARTICLE X

RIGHTS OF PERMITTED MORTGAGES

Section 10.1 <u>Reports and Notices</u>. Upon the specific written request of a holder of a mortgage on a Lot or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all the following as designated in the request:

- (a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Lot covered by the mortgage,
- (b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Lot Owners,
- (c) Copies of notices of meetings of the Lot Owners and the right to designate a representative to attend such meetings,
- (d) Notice of the decision of the Lot Owners to make any material amendment to this Declaration,
- (e) Notice of substantial damage to or destruction of any Lot (the repair of which would cost in excess of \$1,000.00) or any part of the Common Elements (the repair of which would cost in excess of \$1,000.00),
- (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property,
- (g) Notice of any default by the owner of the Lot, which is subject to the mortgage, where such default is not cured by the Lot Owner within thirty (30) days after the giving of notice by the Association to the Lot Owner of the existence of the default,
- (h) The right to examine the books and records of the Executive Board at any reasonable time, or
- (i) Notice of any decision by the Executive Board to terminate professional management.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper action of the Association and the Executive Board.

ARTICLE XI DECLARANT'S RIGHTS

Section 11.1 <u>Special Declarant Rights.</u> Anything in this Declaration or in the By-Laws to the contrary notwithstanding, Declarant reserves certain rights (collectively "Special Declarant Rights"), in addition to any expressly contained in the Act as follows:

- (a) Complete improvements indicated on the Plats and Plans filed with the Declaration.
- (b) Convert convertible real estate.
- (c) Add additional real estate to Community.
- (d) Withdraw withdrawable real estate.
- (e) Convert a Lot into two or more Lots, Common Elements, or into two or more Lots and Common Elements.
- (f) Maintain offices, signs, and models.
- (g) Use easements through the Common Elements for the purpose of making improvements or within any convertible or additional real estate.

Section 11.2 <u>Transfer of Declarant's Rights.</u> Declarant reserves the right to transfer Declarant's rights pursuant to §5304 of the Act.

ARTICLE XII EXECUTIVE BOARD

Section 12.1 Standard of Conduct.

- (a) In the performance of their duties, the officers and members of the Executive Board shall stand in fiduciary relation to the Association and shall perform their duties, including duties as members of any committee of the Board upon which they may serve, in good faith; in a manner they reasonably believe to be in the best interests of the Association; and with care, including reasonable inquiry, skill and diligence as a person of ordinary prudence would use under similar circumstances.
- (b) In discharging the duties of their respective positions, the Executive Board members and officers may, in considering the best interests of the Association, consider the effect of any action upon employees and upon suppliers of the Association and upon communities in which the Community is located, and all other pertinent factors. The consideration of those factors shall not constitute a violation of the standards described above.
- (c) Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as an Executive Board member or officer or any failure to take any action shall be presumed to be in the best interest of the Association.

Section 12.2 <u>Good Faith Reliance</u>. In performing any duties, an officer or Executive Board member shall be entitled to rely in good faith on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by any of the following:

- (a) One or more other officers or employees of the Association whom the officer or Executive Board member reasonably believes to be reliable and competent in the matters presented.
- (b) Counsel, public accountants, or other persons as to matters which the officer or Executive Board member reasonably believes to be within the professional or expert competence of that person.
- (c) A committee of the Executive Board upon which the officer or Executive Board member does not serve, designated in accordance with law, as to matters within its designated authority, which committee the officer or Executive Board member reasonably believes to merit confidence.

An officer or Executive Board member shall not be considered to be acting in good faith if he/she has knowledge concerning the matter in question that would cause his/her reliance to be unwarranted.

Section 12.3 <u>Limited Liability</u>. No Executive Board member or officer, in his capacity as such, shall be personally liable for monetary damages for any action taken, or any failure to take any action, unless he has breached or failed to perform the duties of his office under the standards described above; provided, however, that the provisions of this section shall not apply to the responsibility or liability of an Executive Board member or officer pursuant to any criminal statute, or to the liability of an Executive Board member or officer for the payment of taxes pursuant to local, state, or federal law.

Section 12.4 <u>Indemnification</u>. To the extent permitted under Pennsylvania law, each member of the Executive Board, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expense is incurred, except in cases wherein such Executive Board member and/or officer is adjudged to be in breach of the standards of

conduct described above; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Lot Owners set forth in this Section 12.4 shall be paid by the Association on behalf of the Lot Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Lot Owners or otherwise.

To the extent possible under Pennsylvania law, expenses incurred by an Executive Board member or officer in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon the request of the Executive Board member or officer after the Association has received an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association.

Section 12.5 <u>D & O Insurance</u>. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Lot Owners set forth in Section 13.2.i below, if and to the extent available at reasonable cost.

ARTICLE XIII INSURANCE; RELEASE; RESTORATION

Section 13.1 <u>All Lots</u>. HAZARD INSURANCE AGAINST ALL RISKS OF PHYSICAL LOSS AND PREMISES LIABILITY INSURANCE FOR ALL LOTS SHALL BE THE RESPONSIBILITY OF THE OWNERS OF SUCH LOTS AND SHALL NOT BE PURCHASED OR PROVIDED BY THE ASSOCIATION.

Section 13.2 General. The Executive Board shall acquire, if and to the extent available, and pay for insurance as required by § 5312 of the Act in addition to and subject to the following:

- (a) Such insurance as the Executive Board deems advisable in the operation, and for the protection, of the Common Elements and the Lots, including, without limitation, flood insurance to the extent appropriate and available, and general liability insurance.
- (b) The amount of property insurance obtained pursuant to the Act shall be equal to the full insurable value replacement cost of the insured property (excluding land, foundations, excavations, or other items that are usually excluded from coverage), without deduction for depreciation. Full insurable replacement cost covered is to be assured by either (i) a Guaranteed Replacement Cost Endorsement (pursuant to which the insurer agrees to replace the insurable property regardless of the cost) and an Agreed Amount Endorsement (which waives the requirement for coinsurance) if a coinsurance clause is included or (ii) a Replacement Cost Endorsement (pursuant to which the insurer agrees to pay up to 100% of the property's insurable replacement cost, but no more) and an Agreed Amount Endorsement if a coinsurance clause is included. It shall insure against all risks of direct physical loss commonly insured against and covered by the standard "all risk" endorsement, if available, and such other risks as FEDERAL NATIONAL MORTGAGE ASSOCIATON (FNMA), FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC), the Federal Housing Administration, or the Veterans Administration, or their respective successors, may require by reason of their holding of one or more Permitted Mortgages. If an "all risk" endorsement is not available, a "broad form" policy will be obtained. Such insurance policy(ies) may, at the option of the Board, contain a "deductible" provision

in an amount determined by the Board but not to exceed (unless a higher amount is required by Pennsylvania law) the lesser of maximum sum permitted by the then applicable FNMA or FHLMC regulations, or their successors, of \$10,000 or one percent (1%) of the policy face amount. Property insurance policies shall also include (i) an inflation guard endorsement when available, (ii) a building ordinance or law endorsement (providing for contingent liability from operation of building laws, demolition costs, and increased cost of reconstruction) if enforcement of any building, zoning, or land use law will result in loss or damage, and (iii) steam boiler machinery coverage endorsement if any Building has central heating or cooling, which provides that the insurer's minimum liability per accident at least equals the lesser of \$2,000,000 (as revised from time to time by the Executive Board to an amount consistent with then current requirements of the FNMA and FHLMC) or the insurable value of the building house or the boiler or machinery. Policies will contain standard mortgage clauses or endorsements naming either specifically or generically the Posted Mortgages or their servicers followed by "its successors and assigns." Property insurance shall be written by carriers, or reinsured by companies, that at least meet the requirements for a Best's rating of B or financial performance index of 6 or an A rating from Demotech, Inc., or such other minimum requirement as may be acceptable to FNMA from time to time.

- (c) Each Lot Owner and the Executive Board hereby waive and release any and all claims which he or it or they may have against any other Lot Owner, the Association, the Executive Board and members thereof, the Declarant and its respective employees and agents, for damage to the Common Elements, the Lots, or to any personal property located in the Lots or Common Elements, caused by fire or other casualty or any act or omission of any such party to the extent that such damage is covered by fire or other form of hazard insurance.
- (d) If the act or omission of a Lot Owner, or of a member of his family, a household pet, guest, occupant, or visitor of such Lot Owner shall cause damage to the Common Elements or to a Lot or Lots owned by others, or maintenance, repairs, or replacements shall be required which would otherwise be a Common Expense, then such Lot Owner shall pay for such damage and maintenance, repairs, and replacements as may be determined by the Executive Board to the extent such payment is not waived or released under provisions of subparagraph "c" above.
- (e) Any release or waiver referred to in subparagraphs "c" and "d" hereby shall be valid only if such release or waiver does not affect the right of the insured under the applicable policy to recover thereunder. The Lot Owners and the Executive Board, with regard to the insurance carried by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.
- (f) The Association's property insurance shall cover the general liability and replacement costs of all Common Elements.
- (g) Comprehensive general liability and property damage insurance as required by the Act shall be in such limits as the Board shall deem desirable provided that such limit shall not be less than ONE MILLION (\$1,000,000) DOLLARS per occurrence, for bodily injury and/or property damage, insuring the Association, the Board members, the managing agent, if any, and their respective agents and employees, and the Lot Owners from any liability to the public or to the Lot Owners, their tenants or invitees, relating in any way to the ownership and/or use of the Community's Common Elements, and any legal liability that results from lawsuits related to employment contracts in which the Association is a party. If the policy does not include "severability of interest" in its terms, it must include a specific endorsement to preclude the insurer's denial of a Lot Owner's claim because of negligent acts of the Association or of other Lot Owners.
- (h) The Board may obtain such other forms of insurance as the Board shall elect to effect including Board members' and officers' liability insurance and such Worker's Compensation insurance as may be necessary to apply with applicable laws.

- (i) The Association shall obtain blanket fidelity insurance to protect against dishonest acts on the part of Board members, officers, agents, employees, volunteers, and all others who handle or are responsible for handling funds of the Association. Such insurance shall name the Association as the insured and shall be in such amount as the Board deems appropriate, but not less than the greater of (i) maximum funds that will be in the custody of the Association or its agents at any time, or (ii) the sum of three (3) months' Common Expense assessments against all Lots plus the amount of the Association reserve funds. Notwithstanding the foregoing, in the event that the FNMA and the FHLMC reduce or increase the required amount of the fidelity insurance which the Association must maintain to less or more than the amount set forth above, the Board may decrease or increase the amount of the fidelity insurance to the amount required by such entities. Such insurance shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee" or such endorsement or provision as shall accomplish the same result. Any managing agent shall be required to carry its own insurance with the same coverage as set forth above.
- (j) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Board, fees, and expenses of the insurance trustee, if any, and the cost of any appraisal which the Board deems advisable in connection with any insurance, shall be Common Expenses.
- (k) The Board shall use its best efforts to secure policies providing that policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual Lot Owners or any officer or employee of the Board or managing agent, if any, without a prior demand in writing that the Board or managing agent, as the case may be, cure the defect and without a reasonable period of time thereafter in which to cure the same.
- (l) Insurance coverage on the furnishings and other items of personal property belonging to a Lot Owner and insurance for his personal liability shall be the responsibility of each such Lot Owner.
- (m) The name of the insured under each policy required pursuant to this Article 14 shall be stated in form and substance similar to the following:

Hawk Ridge Homeowners Association, Phase I for the use and benefit of the individual Lot Owners, or their authorized representatives, of the Community Lots contained in the Hawk Ridge Planned Community, Phase I.

(n) If any part of the improvements in the Community is in a special flood hazard area, the Association shall maintain a "master" or "blanket" policy of flood insurance, the premiums to be paid as Common Expenses. The amount of flood insurance shall be equal to the lesser of 100% of the insurable value of the improvements or the maximum coverage available under the appropriate National Flood Insurance Administration program. The maximum deductible amount for such a policy shall be the lesser of \$5,000 or 1% of the policy face amount.

Section 13.3 Repairs and Reconstruction After Fire or Other Casualty.

- (a) When Repair and Reconstruction are Required. Except as otherwise provided in subparagraph "d" of Section 13.2, in the event of damage to or destruction of the Common Elements or any part thereof as a result of fire or other casualty, the Executive Board, under the direction of the Insurance Trustee if an Insurance Trustee is required, shall arrange for and supervise the prompt repair and restoration of the Common Elements as required by the Act.
- (b) Procedure for Reconstruction and Repair.
 - i. Cost Estimates. Immediately after a fire or other casualty causing damage to the Common Elements, the Executive Board shall obtain reliable and reasonably detailed estimates of the cost of repairing and restoring the Common Elements as required by the Act to a condition as good as that existing before such casualty.
 - ii. Assessments. If the proceeds of insurance are not sufficient to defray such estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds for the

payment of the costs thereof are insufficient, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds and/or shall be deemed a Common Expense and special monthly assessments therefore shall be levied. The funds shall be paid out of the General Expense fund.

- iii. Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the construction of the Common Elements as it existed immediately prior to the casualty.
- (c) When Reconstruction is not Required. In the event that insubstantial damage to the Common Elements occurs and if the Executive Board shall elect not to repair the same or in the event there is to be no repair or replacement pursuant to §5312(h) of the Act, then in either such event any insurance proceeds received on account of such damage shall be expended and/or distributed in accordance with §5312 of the Act. If the Community shall be terminated pursuant to § 5320 of the Act, the provisions of §5320 of the Act shall apply.

ARTICLE XIV CONVERTIBLE/WITHDRAWABLE REAL ESTATE

Section 14.1 Reservation. Declarant hereby explicitly reserves an option, until the tenth (10th) anniversary of the recording of this Declaration, to convert and/or withdraw all or any portion of the Convertible/Withdrawable Real Estate Lots and Limited Common Elements from time to time in compliance with §5206, §5211 and §5212 of the Act without the consent of any Lot Owner or mortgagee. This option to convert/withdraw may be terminated prior to such anniversary or upon the filing of an amendment to this Declaration by the Declarant. Declarant expressly reserves the right to convert and/or withdraw any or all portions of the Convertible/Withdrawable Real Estate without any requirement that any other real estate be converted, added or withdrawn, provided however, that the Convertible/Withdrawable Real Estate shall not exceed the area shown as such on the Plats and Plans and described as such on Exhibit "C" hereto. There are no other limitations on the option to convert or and/or withdraw Convertible/Withdrawable Real Estate.

14.2 <u>Assurances.</u> If the Convertible/Withdrawable Real Estate is converted, the Buildings on the Convertible/Withdrawable Real Estate will be located approximately as shown on the Plat and Plans attached hereto.

Both the design and construction of homes on the Lots shall be as approved by the Declarant. The design and construction must be compatible in quality, size, materials, architectural style, and structure type with the Lots on other portions of the Property. All restrictions in the Declaration affecting use, occupancy, and alienation of Lots shall apply to Lots created within the Convertible/Withdrawable Real Estate. All Lots shall be restricted to residential use. No assurances are made as to any other improvements and Limited Common Elements to be made or created in the Convertible/Withdrawable Real Estate. In the event additional Lots are added to the Community, the amendment will reallocate votes in the Association and Common Expense Liabilities.

IN WITNESS WHEREOF, the said PINE HALL ASSOCIATES has caused its name to be signed to these presents by its general partner on this 22 day of November 2021.

WITNESS:

PINE HALL ASSOCIATES

Thomas F. Songer, II, General Partne

On this Zook day of November, 2021, before me, a notary public, the undersigned officer, personally appeared THOMAS F. SONGER, II, Partner of PINE HALL ASSOCIATES, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within indenture, and acknowledged that he executed the same for the purpose therein contained.

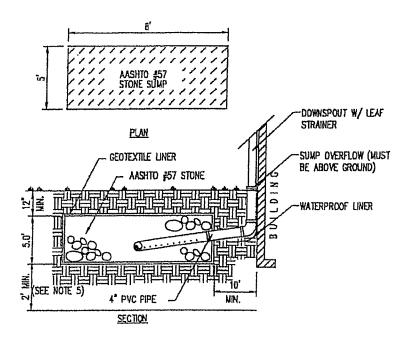
IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

Notary Public

Commonwealth of Pennsylvania - Notary Seal Cindy L. Woodring, Notary Public Centre County

My commission expires August 3, 2024 Commission number 1098189

Member, Pennsylvania Association of Notaries



NOTES:

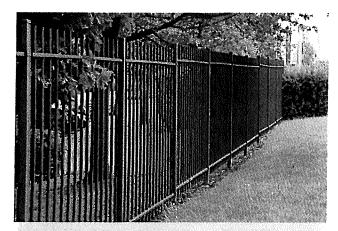
- 1. 200 CU. FT. OF AASHTO #57 STONE REQUIRED PER 500 SF OF ROOF AREA.
- NO MORE THAN 500 SF OF ROOF AREA IS PERMITTED TO BE CONVEYED TO A SINGLE ROOF SUMP. (EXAMPLE: ASSUME 1500 SF OF ROOF AREA, 3 SUMPS AT 200 CU. FT. WOULD BE REQUIRED).
- 3. DIMENSIONS SHOWN IN THE DETAIL ABOVE MAY VARY. THOSE SHOWN ARE FOR 500 SF OF ROOF AREA (200 CU. FT. OF #57 STONE). DEPTH SHALL NOT EXCEED 5 FT.
- A SUMP OVERFLOW IS PROVIDED THROUGH THE CONNECTION BETWEEN THE ROOF DOWNSPOUT AND THE 4" PVC PIPE LEADING TO THE STONE SUMP.
- 5. PROVIDE A MINIMUM OF 2 FEET OF SEPARATION BETWEEN THE BOTTON OF THE SUMP AND CONSOLIDATED BEDROCK OR HIGH WATER TABLE.

ROOF SUMP 500 S.F. (RESIDENTIAL)

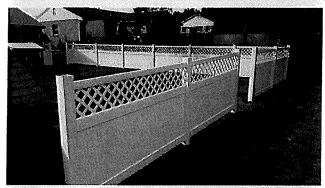
EXHIBIT B

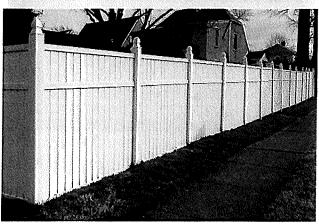
FENCE POLICY

- 1. Any fence must be located in the rear yard area of the home. No fence is permitted in the front or side yard unless it is a non-continuous decorative fence.
- 2. Attached is Exhibit B-1, indicating types of fencing permitted. Any Fence must be constructed of polyvinylchloride (PVC), wrought iron, steel, or aluminum materials.
- 3. Any fence must follow the specified side yard and rear yard setbacks as specified on the attached Exhibit B-2. Specifically, the minimum acceptable distance between the side or rear property line and any fence must be a minimum of ten (10') feet.
- 4. Evergreen trees (e.g. hemlock, spruce, or pine) must be planted outside any fence at a maximum of ten (10') foot intervals. Trees are to be minimum of three feet (3') high at the time of planting.
- 5. The maximum height for any fence is four feet (4').
- 6. Any fence must be approved and reviewed by Developer prior to installation.
- 7. No fence and/or screening trees, as stipulated in Policy 3 above, shall be located within any access or utility easement area.



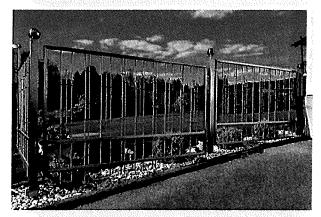




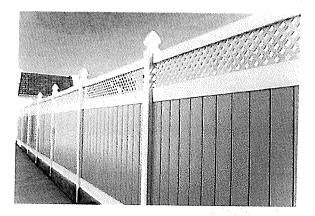


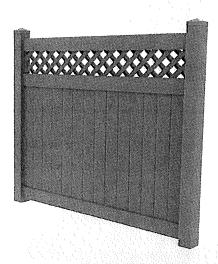


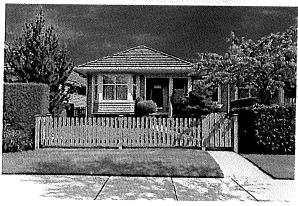












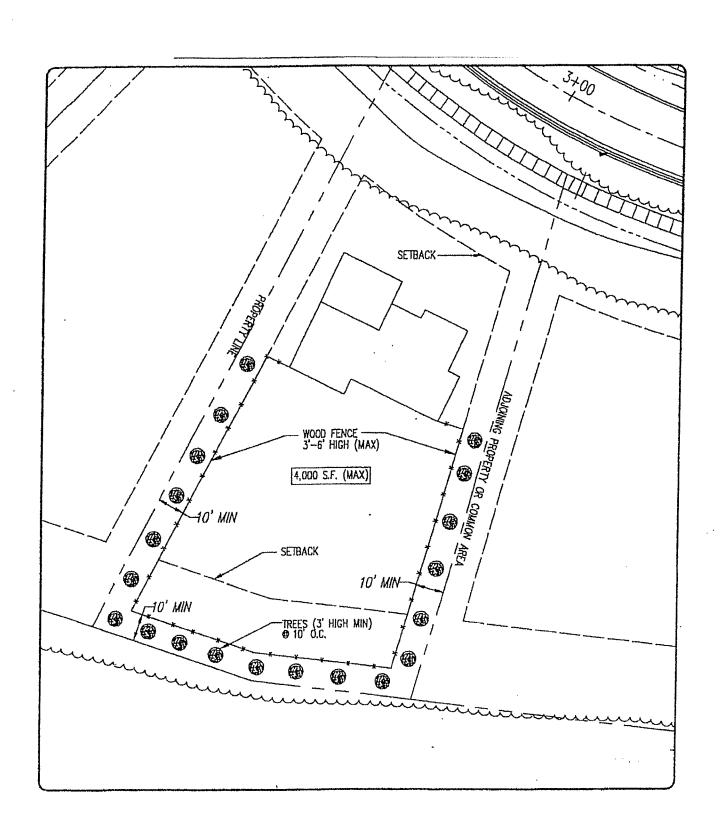


EXHIBIT C

PLATS AND PLANS

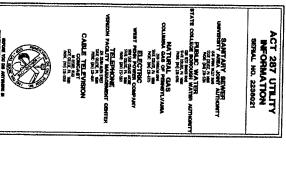
HAWK RIDGE

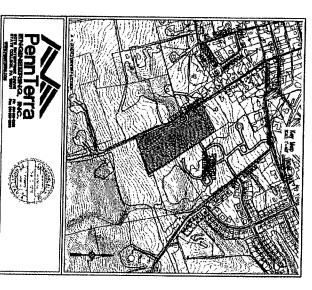
SINGLE FAMILY FINAL SUBDIVISION

FINAL SUBDIVISION PLAN

HARRIS TOWNSHIP * CENTRE COUNTY * PENNSYLVANIA

MARCH 25, 2021 LAST REVISED: OCTOBER 25, 2021





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