

DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESERVATIONS, AND EASEMENTS FOR THE SUBDIVISION OF LANDS OF JOSEPH H. AND SHARON R. HICKS LOCATED IN PENN TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA, AND RECORDED IN CENTRE COUNTY PLAT BOOK ____, PAGES ____.

Lots 2, 3, 4, 5 and Parcel 1 in the "Phoenix on Stover" Subdivision and Lots 6R, 7, 8, 9, 10, 11, 12, and 13 in the "Phoenix on Stover Phase II" Subdivision, being a portion of Deed Book 1863, page 935 – Tract 2, and shall be conveyed UNDER AND SUBJECT to the following restrictions, covenants, conditions, reservations, and easements, which shall be construed as covenants running with the land and which each Grantee by the acceptance of a deed or deeds on behalf of Grantee, Grantee's executors, administrators, heirs, and assigns, agrees to keep and perform.

1. The premises shall be used for residential or recreational purposes only, and only one (1) single-family residential dwelling or 1 cabin (vacation home) may be erected or maintained on the premises.
2. In addition, a garage for not more than three (3) cars may be erected as part of the dwelling or cabin, or separate from the dwelling or cabin. Storage buildings are permitted if approval is obtained from the developer.
3. In-home or wholesale businesses which do not create a nuisance to other lots shall be permitted only with the written permission of the Developer. If permission is granted for a business, it cannot be assigned or transferred without the written permission of the Developer.
4. No unregistered vehicle shall remain on the premises for more than one (1) month following the expiration of its registration, unless said vehicle is garaged. No junk or trash shall be disposed of on any lot. All trash, garbage, and refuse shall be stored in covered metal or plastic receptacles, or otherwise concealed from view by an enclosure or screening approved by Developer.
5. No new lots may be created in this subdivision.
6. The access for Lots 7, 8, 9, 10, 11, 12, and 13 is by a private right-of-way recorded in Centre County Record Book 1989, page 591. The maintenance for the road shall be shared among the owners of Lots 7, 8, 9, 10, 11, 12, and 13 as per the recorded right-of-way.
7. No mobile home, or temporary structure shall be kept, maintained, or allowed on the premises. All dwellings and cabins shall be on-site or modular construction. No trailers or double-wide homes are permitted. Building plans for homes, cabins, and storage structures must be approved by the developer in writing prior to the start of construction.
8. Grantees shall refrain from interference with all natural drainage courses and swales.
9. The exterior of any dwelling, cabin, or garage must be completed within twelve (12) months from the start thereof, or else there shall be assessed against Grantee liquidated damages in the amount of One-hundred (\$100.00) Dollars per day for that time beyond the foregoing twelve (12) month period until such construction completed. Landscaping shall be completed within two (2) years after the start of construction. All driveways shall be constructed and maintained to a mud-free standard.

10. Minimum finished square footage of living space of all dwelling houses, excluding basements and garages, must be at least Nine Hundred (900) square feet.
11. Neither the Developer, nor their heirs or assigns, shall be liable in damages to anyone affected by these Covenants by reason of mistake in judgment, negligence, or nonfeasance.
12. No dwelling or cabin may be occupied until it is more than 80% completed, as determined by the developer. Developer retains and shall have the exclusive right to waive such provision, if in the Developer's judgment, a waiver is required by special circumstances. The waiver decision by the Developer shall be final and binding on Developer, Grantees, and all other parties.
13. At no time shall any lot be stripped of its topsoil, except to the extent necessary for approved construction, and no topsoil shall be removed after the construction of the house is completed.
14. When the words Grantee, Grantees, or Developer are used in this document, those words are intended to include and shall be binding upon the heirs, executors, administrators, legal representatives, successors, and assigns of Grantee, Grantees, and Developer.
15. These covenants shall expire on December 31, 2026.

IN WITNESS WHEREOF, Joseph H. and Sharon R. Hicks, owners of the lots in the "Phoenix on Stover" Subdivision in the above referenced subdivision, have signed this Declaration and state that this Declaration shall apply to the lots in the "Phoenix on Stover" Subdivision in Penn Township, Centre County, Pennsylvania.

Witness:

STATE OF PENNSYLVANIA
 COUNTY OF _____ SS

Before me, a notary public, personally appeared Joseph H. and Sharon R. Hicks, owners of the lots in the "Phoenix on Stover" Subdivision, and they have declared that they have signed the Declaration of Restrictive Covenants, Conditions, Reservations, and Easements on this _____ day of _____, 20____.

 Notary Public