

DECLARATION OF RESTRICTIVE COVENANTS

FOR

FAIRPOINT MEADOWS PHASE II

Bald Eagle Township, Clinton County, Pennsylvania

PART A. PREAMBLE

WHEREAS, we Richard A. and Beth H. Riccardo, of 30 West Water St., Lock Haven, PA 17745, H. Joseph Geise III and Nan H. Geise, 2400 Oak Leaf Drive, State College, PA 16803, and Philip and Sue H. Barker, 207 Medinah Drive, Easley, SC 29642, are the owners of a certain tract of real estate which became vested in us by deed of Paul W. Houck, and

WHEREAS, the said land has been plotted and recorded in Clinton County, and

WHEREAS, we propose to develop and improve said real estate as a residential community, and

WHEREAS, it is to the mutual benefit of ourselves and those persons to whom we convey land that the use of said land shall be restricted.

NOW, THEREFORE, in consideration of the premises and intending to legally bind ourselves, our heirs, executors, administrators, and assigns, we do hereby impose upon the said Fairpoint Meadows Plan of Lots the following restrictions:

PART B. AREA OF APPLICATION

B-1. Area of Application. The residential area covenants in Part C in their entirety shall apply to all lots numbered 20 to 47 as shown on the general development plan of Fairpoint Meadow prepared by Mid-Penn Engineering, Professional Engineers, dated 09/10/2003 and revised 6/20/2006. The properties must be landscaped within one (1) year. The driveway must be completed with either asphalt or concrete upon completion of house. All lots must be mowed and maintained at all times, grass and weeds not to exceed eight (8) inches.

PART C. RESIDENTIAL COVENANTS

C-1 Lot Use and Building Types. All lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any residential building lot other than a detached single family dwelling not to exceed two and one-half stories in height, basement excluded, and a private garage for not more than three cars. No log or log-sided homes, no visible pet restraint areas or shelters, and no out buildings except pool houses will be permitted. No professional office, business,

trade or commercial activity of any kind shall be conducted in any building on any numbered lot or upon any portion of any numbered lot.

C-2 Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural committee as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be provided in Part D.

C-3 Dwelling Size. On lots numbered A-39 through A-46, no residence shall be constructed on any numbered lots containing less than 1600 square feet of floor space exclusive of porches, garages, and breezeways. In computing the square footage of any split level residence or tri-level residence, no credit shall be given for any basement area. In addition, any residence constructed without a garage shall not have less than 1800 square feet, exclusive of porches and breezeways. No credit shall be given for any basements, finished or unfinished, for any houses on any numbered lots in computing square footage.

On lots numbered A-20 through A-38, no residence shall be constructed on any numbered lots containing less than 1800 square feet of floor space exclusive of porches, garages, and breezeways. In computing the square footage of any split level residence or tri-level residence, no credit shall be given for any basement area. In addition, any residence constructed without a garage shall not have less than 2200 square feet, exclusive of porches and breezeways. No credit shall be given for any basements, finished or unfinished, for any houses on any numbered lots in computing square footage.

C-4 Garages. Entrances to all garages must have a garage door or doors.

C-5 Construction Term. The construction of any residence or structure once commenced must be fully completed within one (1) year from date of beginning of construction unless rendered impossible as a direct result of strikes, fires, national emergencies, or natural calamities. Any building or structure not so completed or upon which construction has ceased for a period of ninety (90) days, or any building or structure which has been totally or partially destroyed by fire or other casualty and not rebuilt within one (1) year, is hereby declared a nuisance which may be removed by the Developer or the Homeowners Association at the expense of the owner payable to the Developer and/or Homeowners Association on demand.

C-6 Subdivision of Lot. No lot shall be re-subdivided so as to create an additional building lot. This provision is not intended to prevent the cutting off of a small portion or portions of any such lot for the purpose of conveying the same to an adjoining lot owner.

C-7 Building Location. No building shall be located on any lot nearer to the front lot line than thirty (30) feet or to the back than thirty (30) feet or nearer to the side street line

than twenty (20) feet. No dwelling shall be located on any interior lot nearer than thirty (30) feet to the rear lot line. For the purpose of this covenant, eaves, steps, and open porches will not be considered as a part of the building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-8. Easements. Easements for the installation and maintenance of utilities and drainage and storm water management facilities are restricted as shown on the recorded plot and conservation easement and over the rear eight (8) feet of the lot and/or eight (8) feet of the side lines or front of easement and/or additional easements specified within the deed of any certain individual lots. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Within these easements, no structures, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

C-9. Nuisances. No noxious or offensive activity shall be carried on upon any lot, the common areas or the Green Belt, including, but not limited to, the riding of motorized vehicles in the common areas or the Green Belt, except as required for maintenance. Nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-10. Temporary Structures. No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding or fencing shall be used on any lot any time as a residence either temporarily or permanently. Nor shall trailers, tents, shacks, abandoned vehicles, boats, airplanes, or any object considered to be unsightly by the Architectural Control Committee be stored on any lot. However, it is permissible to erect certain types of outbuildings under the following conditions: Whenever the owner of a lot shall deem it necessary for the purpose of enjoyment of said premises to have any of the following:

- (a) Play tents for children and tents for specific social functions;
- (b) An outdoor fireplace with suitable covering for private purposes only;
- (c) A swimming pool with the necessary bath house and fencing, but said swimming pool shall not be above ground and must be in the rear of the dwelling;
- (d) Detached garages if approved by the Architectural Control Committee;

The Architectural Control Committee must approve any other exceptions.

C-11. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than nine square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

C-13. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

C-14. Garbage and Refuse Removal. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

C-15. Connection to Sewage System. The owner of each lot or home at the time of the construction of a home shall be required to connect to or tap on to the sanitary sewer system in the development regardless of whether the system is owned by Fairpoint Meadows, an association of home owners, or a municipal authority.

C-16. Sight Distance at Intersections. No fence, wall, hedge, or shrub planting which obstructs sight-lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight-lines.

C-17. Land Near Parks and Watercourses. No building shall be placed nor shall any material or refuse be placed or stored on any lot within twenty (20) feet of the property line of any edge or any open water course, except that clean fill may be placed nearer provided that the material water course is not altered or blocked by such fill.

C-18. Outside Antennas. No TV, FM and/or Satellite antennas are permitted to exist, other than in the enclosed main structure or hidden from view.

#### PART D. ARCHITECTURAL CONTROL COMMITTEE

D-1. Membership. The architectural control committee is composed of:

Richard A. and Beth H. Riccardo  
30 West Water Street  
Lock Haven, PA 17745

A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owner of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or restore to it any of its orders and duties.

D-2. Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

#### PART E. GENERAL PROVISIONS.

E-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

E-3. Severability. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain fully in force and effect.

E-4. Land Use. There shall be no clear cutting on any lot.

E-5. Soil Erosion. Lot owners are responsible for soil erosion procedures and permits on their lot(s). In addition, driveways must allow for the passage of water for drainage and soil erosion procedures. Lot owners are responsible for notifying contractors and municipal authorities if any changes or alterations are made which may affect drainage. Stormwater drainage shall not be disturbed.

E-6. Wetlands. Any wetlands identified on the recorded plot plan are the responsibility of the lot owner and shall not be disturbed, per the conservation easement recorded at the Clinton County Courthouse.

E-7. All lot owners shall be required to join the Fairpoint Meadows Homeowners Association and pay a \$35 per year fee. Refer to Fairpoint Meadows Homeowners Association By-Laws.

PART F. ATTEST

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Date

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Richard A. Riccardo

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Date

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Beth H. Riccardo

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Date

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H. Joseph Geise III

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Date

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Nan H. Geise

\_\_\_\_\_

Date

\_\_\_\_\_

Philip Barker

\_\_\_\_\_

Date

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Sue H. Barker

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF CLINTON

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On this            day of August, 2006 before me the undersigned officer personally appeared H. Joseph Geise III, Nan H. Geise, Richard A. Riccardo, Beth H. Riccardo, Philip Barker, and Sue H. Barker, known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

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Notary Public