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STATE RECORDS
RECORDS OF DEEDS
CENTRE COUNTY

FIRST AMENDMENT TO THE
MASTER DECLARATION OF PROTECTIVE COVENANTS
FOR STONEBRIDGE

THIS AMENDMENT TO MASTER DECLARATION is made this 7th
day of June, 1991, by S & A CUSTOM BUILT HOMES, INC., a
Pennsylvania business corporation, THOMAS F. SONGER and H. DAVID
BROWN, partners, t/d/b/a JOHNSON FARM ASSOCIATES, hereinafter
referred to as "Developer".

WHEREAS, Johnson Farm Associates did cause to be executed
and recorded a Master Declaration of Protective Covenants for
Stonebridge, dated March 5, 1990 and recorded in Centre County
Record Book 517, Page 649, hereinafter called "Declaration"; and

WHEREAS, the ownership interest in the Properties was
conveyed by Deed of Calvin E. Zimmerman and Thomas F. Songer,
partners, t/d/b/a Johnson Farm Associates, to S & A Custom Built
Homes, Inc., a Pennsylvania business corporation, Thomas F.
Songer and H. David Brown, partners, t/d/b/a Johnson Farm
Associates, as recorded in Centre County Record Book 562, Page
521; and

WHEREAS, Developer desires to amend (1) Article I,
Subsection (c) by changing the definition of "Common Areas";
(2) Article II, Section 7 in order to reserve the right of the
Developer, Association and Township to enter into an agreement
with private organizations limiting the use of Section 7 of the
PRD to private use for recreational uses; (3) Article II,
Section 8, by deleting all references to baseball fields; (4)

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Article II by requiring that Stonebridge Property Owners Association be responsible for the expense of construction of sidewalks along the east side of Stonebridge Drive, if said sidewalks are required by the Township of Ferguson; (5) Article IV, Section 2, by permitting the Developer, Association and/or Township to enter into an Agreement with private organizations limiting the use of Section 7 of the PRD to private use for recreational purposes; (6) Article IV, Section 3, by adding for the right of the Developer and of the Association to enter into agreements with private organizations regarding the restricted use of Section 7 of the PRD to the members and invitees of the private organizations for recreational purposes; (7) Article V, Section 3, by changing the annual assessment fee paid by each lot owner; and (8) Article VII, Section 1, by changing the duration of time in which notice must be served and an agreement must be recorded in order to change said covenants and restrictions.

NOW, THEREFORE, in consideration of the premises and intending to be legally bound hereby, Johnson Farm Associates declare that the Master Declaration of Protective Covenants for Stonebridge dated March 5, 1990 and recorded in Centre County Record Book 517, Page 649, be amended as follows:

1. Developer declares that Article I, Definitions, Subsection (c) be amended to read as follows:

- (c) "Common Areas" shall mean and refer to all areas designated for the entryway; entryway landscaping; landscaping in the center of cul-de-sacs; landscaping of median strip at entryway; sidewalks; landscaping mounding including vegetation, grasses, and trees on mounding; signage; street signs; bikeway; tennis

court; swimming pool; recreational use; and for passage and right of way within the subdivision, or for stormwater management purposes including detention basins, easements and rights-of-way, which are a part of said Properties, including stormwater easements and detention basins not located on the Properties but which are part of a regional detention basin, located to the northeast of the Properties and a drainage system located under and on the southern side of Whitehall Road, including the obligations of the Developer and the Association as set forth in an Easement Agreement among Ted L. Witt, et. ux., et. al., and Johnson Farm Associates, which Easement Agreement is recorded in Centre County Record Book 517, Page 309, and as the same may be shown on the recorded subdivision plats of the properties. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined and are not dedicated for use by the general public unless dedicated to the Township pursuant to Article II, Section 7. Common areas include those areas added pursuant to Article VII, Section 1.

2. Developer declares that Article II, Property Subject to this Declaration, Section 7, Common Areas Conveyed to Township, be amended to read as follows:

Section 7. Common Areas Conveyed to Township.

Developer reserves the right to convey any of the Common Areas to the Township of Ferguson or any municipal entity, body or authority, or to a private group, formed and existing for the purpose of promoting recreation. No such conveyance shall take place unless the Township of Ferguson consents thereto. Further, Developer, Association, and/or the Township of Ferguson may enter into an Agreement with private organizations which may grant an exclusive right to use a common area, being Section 7 of the PRD for recreational uses, with limitations, as may be agreed upon by the parties; provided, no such Agreement may be entered into unless the Township of Ferguson consents thereto. Conveyance of

common areas to the Township may reserve the obligation to the Association of maintenance, if agreed by the Developer and Township, and in such case, the acceptance of such common area by the Township will be subject to the obligation of the Association to continue all or a portion of the maintenance of the common area. Further, except in regard to Section 7 of the PRD, any common area conveyed to the Township whether or not subject to maintenance by the Association shall be open to use by the general public.

3. Developer declares that Article II, Property Subject to this Declaration, Section 8, Swimming Pool, Tennis Courts, and Baseball Field, shall be amended by adding the following language at the end of said section:

"In the event that an agreement with private organizations granting the exclusive right to use Common Areas, being Section 7 of the PRD, for recreational uses, is entered into in accordance with the provisions of Article II, Section 7, above, then Developer will be relieved of the obligation of constructing the baseball field, as described in this Section 8."

4. Developer declares that Article II, Property Subject to this Declaration, be amended by adding Section 10 to read as follows:

Section 10. Sidewalk to be Constructed by Stonebridge Property Owners Association. In the event that the Township of Ferguson requires that sidewalks be constructed on the east side of Stonebridge Drive from the intersection of Stonebridge Drive

with the southern loop of Sheffield Drive to the intersection of Stonebridge Drive with the northern loop of Sheffield Drive, then the Stonebridge Property Owners Association shall be responsible for the expense of the construction of said sidewalks, in accordance with the Township ordinance and specifications in effect at the time that the Township requires sidewalks. The Township of Ferguson shall not require that the sidewalks described herein be constructed until at least three hundred (300) dwelling units are built and occupied.

5. Developer declares that Article IV, Property Rights in the Common Areas, Section 2, Title to Common Areas, be amended to read as follows:

Section 2. Title to Common Areas. The Developer hereby agrees that, prior to the conveyance of the first Lot of the Properties, Developer will receive Final Approval of the Township of Ferguson to develop The Properties and neighborhood shopping center (or commercial) as a Planned Residential Development and will record the PRD plans in the Office of the Recorder of Deeds of Centre County. Such plan(s) shall show each of the Lots benefitted and burdened by the intent of these covenants. Either prior to conveyance of the first Lot or at some time thereafter, Developer will convey by special warranty deed, fee title to or an easement in the Common Areas to the Association, or to the Township of Ferguson, free and clear of all encumbrances and liens (except (1) utility easements and (2) those created by or pursuant to this Declaration); the Common Areas to be deeded are

those to be shown on such PRD Plan or any subdivision plat. The Developer hereby agrees that, prior to the conveyance of the first Lot in each section, the section shall have received final subdivision approval of the Township of Ferguson. The foregoing notwithstanding, Developer, Association and/or Township of Ferguson may enter into an Agreement with private organizations which may grant an exclusive right to use a common area, being Section 7 of the PRD for recreational uses, with limitations, as may be agreed upon by the parties. No such Agreement may be entered into unless the Township of Ferguson consents thereto. In the event of the termination of such Agreement, if any, then the Developer and/or Association agrees to convey the Common Areas known as Section 7 of Stonebridge PRD to the Township of Ferguson, in accordance with the terms of this section.

6. Developer declares that Article IV, Property Rights in the Common Areas, Section 3, Extent of Members' Easements, be amended by adding Subsection (f) to read as follows:

(f) The right of the Developer and of the Association to enter into agreements with private organizations regarding the restricted use of Section 7 of the PRD to the members and invitees of the private organizations for recreational uses.

7. Article V, Covenant for Maintenance Assessments, Section 3, Basis and Maximum of Annual Assessments, is hereby amended to read as follows:

Section 3. Basis and Maximum of Annual Assessments.

Commencing with the conveyance of the first Lot to an Owner, the annual assessment shall be calculated in accordance with the following formula:

Owner of a Lot, or Condominium Association, on behalf of each residential unit within the Condominium Association, shall pay \$100.00 per year per Lot (if no improvement is constructed) or per dwelling unit on each Lot.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the assessments at a different amount, provided that it shall be an affirmative obligation of the Association and its Board of Directors, to fix such assessments at an amount sufficient to maintain and operate the Common Areas and facilities. Nothing herein is intended nor shall be interpreted as a limitation on the right of the Township in its discretion or judgment to order improvements to the Common Areas or maintain and to fix assessments to each of the Owners in the event the Board of Directors of the Association does not act in a manner commensurate with the wishes of the Township or any other sovereign (e.g. Department of Environmental Resources).

Until a combination of two hundred (200) lots and condominium units have been sold, each owner of a lot shall pay \$100.00 per year as an Annual Assessment, and the Developer shall pay the additional costs of maintenance of the Common Areas, if any. Thereafter, the Developer shall be exempt from the payment of any assessment or charge with respect to any Lots owned by Developer until the Developer rents a Lot or constructs and rents an improvement on a lot (other than a model or models) in which event Developer shall pay the same as any other Owner.

8. Article VII, Section 1, Duration and Amendment, is hereby amended to read as follows:

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, the Association, the Township, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns. Said covenants and restrictions shall continue in full force and effect until and unless the appropriate municipal, county and state authorities regulating the Common Areas assent to a change in whole or in part and unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded ninety (90) days in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least sixty (60) days in advance of any action taken. The foregoing notwithstanding, the covenants and restrictions of this Declaration shall continue for thirty-five (35) years from the date of this Master Declaration of Protective Covenants, except that Common Areas shall remain in perpetuity unless altered by the Association and the Township.

The foregoing notwithstanding, during a period of time ending with the sale of three-quarters (3/4) of the Lots, and

whether or not control of the Association has been turned over from the Developer, the Developer may make amendments to this Declaration of Protective Covenants, and in the Plat Plans, and which may add additional areas as Common Areas and/or which may create additional obligations upon the Stonebridge Property Owners Association; provided, such amendments foster the intent of this Master Declaration of Protective Covenants and so long as they do not create any additional easement upon land owned by the Owner of a Lot other than Developer (unless the Owner of the Lot grants such easement).

9. In all other respects, the Master Declaration of Protective Covenants dated March 5, 1990 and recorded in Centre County Record Book 517, Page 649 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed the day and year first above written.

S & A CUSTOM BUILT HOMES, INC.
partner, t/d/b/a Johnson Farm
Associates

By: Robert E. Poole
Robert E. Poole, President

ATTEST:

Margaret Shaffer
Recorded in the office for the recording
of Deeds, etc in and for Centre County
RECORDS
in Book No. 573 at page 1105
7th day of June A. D. 19 91
Witness my hand and seal of office
Walter M. Peters
Recorder

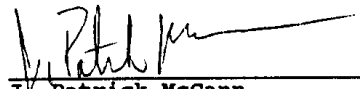
Thomas F. Songer (SEAL)
Thomas F. Songer, partner,
t/d/b/a Johnson Farm Associates
H. David Brown (SEAL)
H. David Brown, partner,
t/d/b/a Johnson Farm Associates

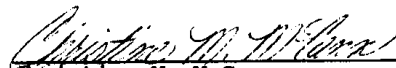
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J. PATRICK MCCANN and CHRISTINE M. MCCANN, husband and wife,
hereby consent to this Amendment to Master Declaration of
Protective Covenants contained herein.


_____(SEAL)
J. Patrick McCann
Owner of Lot No. 1


_____(SEAL)
Christine M. McCann
Owner of Lot No. 1

GERALD L. THOMPSON and SYLVIA A. THOMPSON, husband and wife,
hereby consent to this Amendment to Master Declaration of
Protective Covenants contained herein.

Gerald L. Thompson (SEAL)
Gerald L. Thompson
Owner of Lot No. 77

Sylvia A. Thompson (SEAL)
Sylvia A. Thompson
Owner of Lot No. 77

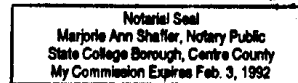
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COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CENTRE } SS:

On this, the 6th day of June, 1991, before me, the undersigned officer, personally appeared ROBERT E. POOLE, who acknowledged himself to be the President of S & A CUSTOM BUILT HOMES, INC., a Pennsylvania business corporation, partner, t/d/b/a JOHNSON FARM ASSOCIATES, and that as such, he being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such officer.

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

Marjorie Ann Shaffer



COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS:
)

On this, the 7th day of June, 1991, before me,
the undersigned officer, personally appeared THOMAS F. SONGER,
partner, t/d/b/a JOHNSON FARM ASSOCIATES, known to me (or
satisfactorily proven) to be the person whose name is subscribed
to the within instrument, and acknowledged the same for the
purpose therein contained.

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

Wanda G. Scaife

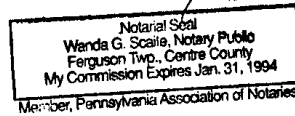
Notarial Seal
Wanda G. Scaife, Notary Public
Ferguson Twp., Centre County
My Commission Expires Jan. 31, 1994
Member, Pennsylvania Association of Notaries

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COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS:

On this, the 3rd day of June, 1991, before me,
the undersigned officer, personally appeared H. DAVID BROWN,
partner, t/d/b/a JOHNSON FARM ASSOCIATES, known to me (or
satisfactorily proven) to be the person whose name is subscribed
to the within instrument, and acknowledged the same for the
purpose therein contained.

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

Wanda G. Scalle

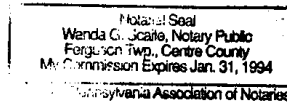


COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the 6th day of June, 1991, before me,
the undersigned officer, personally appeared J. PATRICK MCCANN
and CHRISTINE M. MCCANN, husband and wife, known to me (or
satisfactorily proven) to be the persons whose names are
subscribed to the within instrument, and acknowledged the same
for the purpose therein contained.

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

Wanda G. Scale



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COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS:

On this, the 17th day of June, 1991, before me,
the undersigned officer, personally appeared GERALD L. THOMPSON
and SYLVIA A. THOMPSON, husband and wife, known to me (or
satisfactorily proven) to be the persons whose names are
subscribed to the within instrument, and acknowledged the same
for the purpose therein contained.

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

Wanda G. Scalle

Notarial Seal
Wanda G. Scalle, Notary Public
Ferguson Twp., Centre County
My Commission Expires Jan. 31, 1994
Member, Pennsylvania Association of Notaries