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Declaration Of Protective Covenants Of Saddle Rock Homeowner's Association

October 12, 2001

This Declaration is made by the Homeowner's of Saddle Rock (Declarants) and is intended to repeal and replace all prior Declarations of Protective Covenants and Amendments thereto.

Recital

Whereas, a Declaration of Protective Covenants for Saddle Rock Subdivision was executed on May 21, 1993 and recorded in Record Book 700, page 340 in the Office of Recorder of Deeds for Centre County; and

Whereas, a prior Declaration of Protective Covenants was recorded on June 24, 1992, in Record Book 638, page 15, in the Office of Recorder of Deeds for Centre County; and

Whereas, Amendments were filed to these covenants in Record Book 645, page 904; Record Book 690, page 720; Record Book 700, page 340; and Record Book 710, page 944; and

Whereas, the Declarants desire to consolidate the various documents and make changes thereto.

This Declaration shall operate and be effective according to its terms regardless of whether it be deemed a restrictive covenant, or an imposition of personal obligations, or otherwise.

Accordingly, and intending to be legally bound hereby, and intending to bind all future owners of the aforesaid lots, Declarant hereby provides and declares as follows:

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October 12, 2001

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The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "Lot" shall mean and refer to any plot of land intended and subdivided for residential use, shown upon one of the recorded subdivision maps of the Saddle Rock Subdivision with the exception of the Common Area.
- (b) "Owner" shall mean and refer to the record owner, 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 such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (c) "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Homeowner's Association.
- (d) "Common Area" shall mean all real property owned by the Homeowner's Association for the common use and enjoyment of the Owners.
- (e) "Declarant" shall mean and refer to the Homeowner's Association, its successors and assigns.
- (f) "Homeowner's Association" shall mean the governing body of the subdivision as further defined in the bylaws.
- The lots shall be used for single-family residential purposes only. No lot may be further subdivided except for lot # 1, which may be subdivided by Declarant into a maximum of two lots. Lot consolidation shall be permitted subject to municipal regulations. No consolidation shall reduce the per lot assessment obligations contained herein.
- No building or signs shall be erected, altered or placed on the premises herein conveyed until a complete set of site plans and specifications shall have been

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furnished to the Board of Directors of the Homeowner's Association, and such plans have been approved in writing. The Owner(s) agree(s) further that no changes shall be made in said site plans and specifications without the written consent of the Board of Directors of the Homeowner's Association nor shall any future additions be made to the building improvements placed on the premises without first securing the further written approval of the plans for said additions from the Board of Directors of the Homeowner's Association.

- 3. Dwellings must meet certain minimum and maximum size requirements. The minimum square footage shall be twenty-four hundred (2400) square feet and the maximum square footage shall be ten thousand (10,000) square feet. For purposes of this Declaration of Restrictive Covenants, "square footage" shall mean the area within a dwelling that, according to custom and usage in Centre County, Pennsylvania, is usable without supplemental heating or cooling for year around human habitation.
- All dwellings must have a minimum of a two-car enclosed garage; no carports shall be permitted.
- The lots shall be used for residential purposes only. No commercial utilization of the property or installation of a cemetery shall be permitted.
- 6. No residential trailers, doublewide homes, or mobile homes shall be permitted.
- 7. No outbuildings, barns, garden sheds, or similar structures shall be permitted until the design, location and construction materials have been submitted to the Board of Directors of the Homeowner's Association and approved in writing.
- 8. The building of any dwelling must be completed within eighteen (18) months from the commencement of construction.
- 9. No trailer or similar vehicle, boat, recreational vehicle, basement, tent, shack, garage, barn or other building of a temporary nature shall be constructed, place or allowed to remain on the premises, except as follows:

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Declaration Of Protective Covenants Saddle Rock Homeowner's Association

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Homeowner's may keep RV's, boats, trailers, and the like on their property only if the same are housed in a garage or other structure or are stored at the rear of the buildings on the lot and screened such that they are not visible from the street. Screened storage areas shall not be permitted unless first approved by the Design and Review Committee. All RV's, boats, trailers and the like must be properly licensed, have a current registration, and be actively used during a twelve (12) month period. RV's, boats, or trailers which are unlicensed, have an expired registration, or have not been moved for a twelve (12) month period must be removed from the lot by the 12th month of inactivity.

- 10. No pigpens, poultry houses, junk-yard or other offensive enclosures shall be kept or maintained upon the premises.
- 11. Horses may be kept or maintained on lots of ten (10) acres or more. No other animals, livestock or poultry of any kind shall be raised, bred or kept on any lots except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes.
- 12. No sign of any kind shall be displayed to the public view on any lot except a sign of not more than five (5) square feet advertising the property for sale or rent, as well as a sign designating the name of the resident, house number or mailing address.
- No antenna, including satellite dish antennas or any radio and telephone communication reception devises of any kind may be fastened to the exterior of the dwelling house or maintained on the property without first securing written approval from the Board of Directors of the Homeowner's Association, of the type and height of antenna structure, location on the premises and the appropriate screening required.
- 14. Fences shall be permitted for horses only provided written approval of the type; height, location and fencing materials shall be obtained from the Board of Directors of the Homeowner's Association. No above ground electrical fences shall be permitted.

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- 15. No abandoned, unlicensed or inoperable vehicles without a current inspection sticker shall be permitted to remain on any lot unless enclosed within a garage or similar structure.
- 16. Cutting of timber shall not be for commercial purposes, and at least fifty (50%) percent of existing timber may not be removed. In addition, because certain trees are an integral part of the environment, the tree lines identified in Exhibit A shall not be removed except to the extent required to allow for the construction of a driveway, or with prior written consent from the Board of Directors of the Saddle Rock Homeowners Association.
- 17. Every lot owner shall keep all grass and weeds on the lot mowed at least twice per growing season for a distance of not less than twenty (20) feet from the edge of all cart ways for the purpose of safely seeing oncoming traffic as well as for aesthetic reasons. The Association may choose to hire a person to mow the twenty (20) foot right-of-way if the homeowner does not mow the twenty (20) foot right-of-way.
- 18. Neither the Homeowner's Association, nor its successors or assigns, shall be liable in damages to anyone submitting any plans or requests for approval, or to any grantee or person 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 specifications, plans or requests. Every Grantee or person who submits any specifications, plans or requests to the Homeowner's Association, its successors or assigns, for approval agrees, by submission thereof and every Grantee or person or entities agrees by acquiring title to the subject premises, that he, she, or it will not bring any claim, action or suit to recover any such damages.
- 19. The Homeowner's Association, its successors or assigns, 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

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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 these Covenants as are available to the Homeowner's Association, its successors or assigns, in law or equity.

- 20. Every Grantee/Owner shall refrain from interference with natural drainage courses and swales in the subdivision.
- 21. Damage to any portion of any cart way easements or rights-of-way or curbing of the street, precipitated by the acts or omissions of any lot owner, shall be immediately corrected by such lot owner or owners in such manner to restore such easements or rights-of-way or curbing to its previous condition.
- 22. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot, subject, to the following:
 - (a) The right of the Homeowner's Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of all Homeowners Association Members agreeing to such dedication or transfer has been recorded.
- 23. Every owner of a lot, which is subject to assessment, shall be a member of the Homeowner's Association. Membership shall be appurtenant to and may not be separated from ownership of any lot, which is subject to assessment. Every owner of a lot shall be entitled to one vote for each lot owned.
- 24. Each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Homeowner's Association:
 - (a) Annual assessments or charges; and

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October 12, 2001
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- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.
- The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.
- 25. The annual assessment shall be set each year at the annual membership meeting.
- 26. In addition to the annual assessments authorized above, the Homeowner's Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of members who are voting in person or by proxy at a meeting duly called for this purpose.
- 27. Any action authorized hereunder shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast two thirds (2/3) of all the votes of all Homeowner Association members shall constitute a quorum.
- 28. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.
- 29. Any assessment not paid within thirty (30) days after the due date shall incur a late fee of twenty (\$20.00) dollars or shall bear interest at a rate of six percent (6%) per annum, which ever is greater. The Homeowner's Association may bring

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an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

- 30. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.
- 31. The Homeowner's Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Homeowner's Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Homeowners Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectable in the same manner as assessments hereunder.
- 32. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.
- 33. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) percent of the

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Declaration Of Protective Covenants Saddle Rock Homeowner's Association October 12, 2001 Page $9\ of\ 25$

Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment must be recorded.

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Declaration Of Protective Covenants Saddle Rock Homeowner's Association
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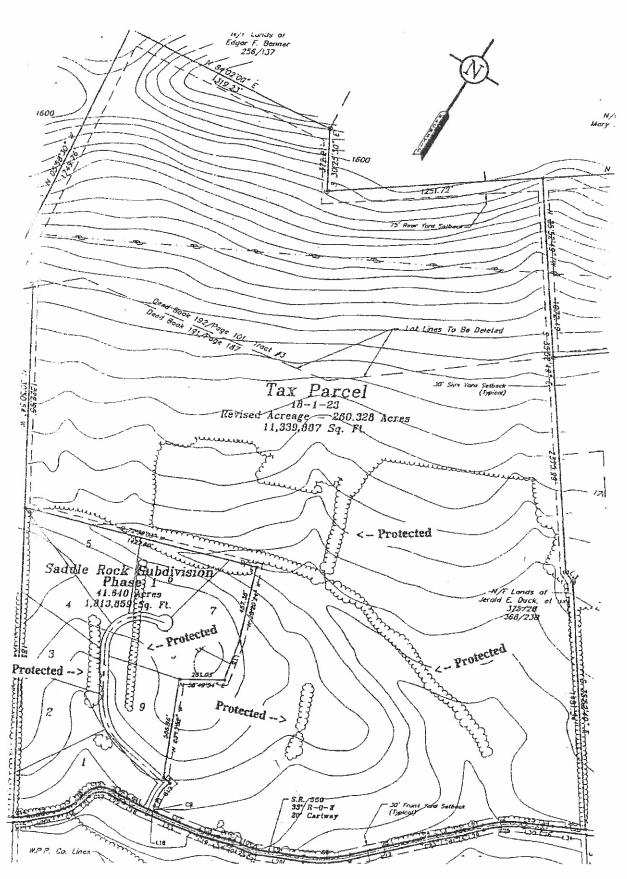
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October 12, 2001
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Exhibit A - Protected Tree Lines



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Declaration Of Protective Covenants Saddle Rock Homeowner's Association Page 13 of 25 October 12, 2001 Commonwealth of Pennsylvania) County of Centre 2001, before me, a Notary Public, the undersigned officer, personally appeared ___ satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes thereincontained. In Wifness Whereof, Liave hereunto set my hand and official seal. Notary Public Notarial Seal Lise L. Kirby, Notzry Public Ferguson Two., Centre County My Commission Expires Sept. 6, 2004 Member, Pennsylvania Association of Notaries Commonwealth of Pennsylvania) SS: County of Centre _, 2001, before me, a Notary Public, the undersigned officer, personally appeared Litin M. Confee Million C.Cofe, Oknown to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes thereincontained. In Witness Whereof, I have hereunto set my hand and official seal. Notarial Seal Lisa L. Kirby, Notary Public Ferguson Twp., Centre County My Commission Expires Sept. 6, 2004 Mamber, Pennsylvania Association of Notaries Commonwealth of Pennsylvania) SS: County of Centre Edward K Daut are reacted known to me (or On this, the ____ day of undersigned officer, personally appeared _ satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes thereincontained. In Witness Whereof, I have hereunto set my hand and official seal. Notary Public Notarial Seal Lise L. Kirby, Notary Public Ferguson Twp., Centre County My Commission Expires Sept. 6, 2004

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Declaration Of Protective Co	venants Saddle Rock Homeowner's A	Association
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Declaration Of Protective Covenants Saddle Rock Homeowner's Association Page 15 of 25 October 12, 2001 Commonwealth of Pennsylvania) County of Centre _, 2001, before me, a Notary Public, the undersigned officer, personally appeared BINSMITH TRANSPORTER known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes thereincontained. In Witness Whereof, I have hereunto set my hand and official seal. Notary Public Notarial Seal Lisa L. Kirby, Notary Public Ferguson Twp., Centre County My Commission Expires Sept. 6, 2004 Member, Pennsylvania Association of Notaries Commonwealth of Pennsylvania) County of Centre On this, the 20 day of Jack Coll Der, 2001, before me, a Notary Public, the unde signed officer, personally appeared in the signed officer. satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknewledged that he/she executed the same for the pultposes thereincontained. In Witness Whereof, I have hereunto set my hand and official/seal. Notarial Seal Lisa L. Kirby, Notary Public Ferguson Tryp., Centre County My Commission Expires Sept. 6, 2004 Commonwealth of Pennsylvania) Member, Pennsylvania Association of Notaries SS: County of Centre day of December 2001, before me, a Notary Public, the undersigned officer, personally appeared satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes thereincontained. In Witness Whereof, I have hereunto set my hand and official seal. Notary Public

Notarial Seal Lisa L. Kirby, Notary Public Ferguson Twp.: Centre County My Commission Expires Sept. 6, 2004

Member, Pennsylvania Association of Notaries

Declaration Of Protective Covenants Saddle Rock Homeowner's Association
October 12, 2001
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October 12, 2001
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Declaration Of Protective Covenants Saddle Rock Homeov	vner's Association
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October 12, 2001	
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Commonwealth of Pennsylvania)) ss:	Notariel Seal Lies L. Kirby, Notary Public Ferguson Twp., Centre County My Commission Expires Sept. 6, 2004 Member, Permsylvania Association of Notanes
County of Centre)	
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	Notarial Seel
Commonwealth of Pennsylvania)) ss:	Lisa L. Kirby, Novary Public Ferguson Two, Centre County My Commission Expires Sept. 6, 2004 Member, Pennsylvania Association of Notaries
County of Centre)	
On this, the day of	ained.
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	Notarial Seal Lisa L. Nirby, Notary Public Ferguson Twp., Centre County My Commission Expires Sept. 6, 2004

Member, Pennsylvania Association of Notanes

Declaration Of Protective Covenants Saddle Rock Homeowner's Association

Page 22 of 25 October 12, 2001 Commonwealth of Pennsylvania) County of Centre \$2001, before me, a Notary Public, the On this, the Zo day of Delight undersigned officer, personally appeared - Dua (Real known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes thereincontained. In Witness Whereof, I have hereunto set my hand and official seal. Notary Public Notarial Seal Lisa L. Kirby, Notary Public Farguson Twp., Centre County My Commission Expires Sept. 6, 2004 Member, Pannsylvania Association of Notaries Commonwealth of Pennsylvania)) ss: County of Centre , 2001, before me, a Notary Public, the _ day of On this, the __ undersigned officer, personally appeared _ __ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes thereincontained. In Witness Whereof, I have hereunto set my hand and official seal. Notary Public Commonwealth of Pennsylvania) SS: County of Centre , 2001, before me, a Notary Public, the On this, the __ _ known to me (or undersigned officer, personally appeared _ satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes thereincontained. In Witness Whereof, I have hereunto set my hand and official seal. **Notary Public**

Declaration Of Protective Covenants Saddle Rock Homeowner's Association October 12, 2001 Page 23 of 25 Commonwealth of Pennsylvania) County of Centre undersigned officer, personally appeared satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes thereincontained. In Witness Whereof, I have hereunto set my hand and official seal. Notarial Seal Lisa L. Kirby, Notary Public Ferguson Twp May Commission Expires Sept. 6, 2004 Notary Public Member, Pennsylvanta Association of Notenes Commonwealth of Pennsylvania) SS: County of Centre On this, the 20 day of havh I'm known to me (or undersigned officer, personally appeared ___ satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes thereincontained. In Witness Whereof, I have hereunto set my hand and official seal. Notarial Seal Lisa L. Kirby, Notary Public Ferguson Two., Centre County My Commission Expires Sept. 6, 2004 feember, Pennsylvania Association of Notaries Commonwealth of Pennsylvania) SS: County of Centre 2001, before me, a Notary Public, the MA 2025 The William to me (or undersigned officer, personally appeared Au satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes thereincontained. In Witness Whereof, I have hereunto set my hand and official seal. Notarial Seal Notary Public Usa L Kirby, Notary Public Ferguson Two., Centre County My Commission Expires Sept. 6, 2004 Member, Pennsylvania Association of Notaries

Declaration Of Protective Covenant October 12, 2001	s Saddle Rock Homeowner's Association Page 24 of 25
Commonwealth of Pennsylvania)) ss:	
County of Centre)	
On this, the day of undersigned officer, personally appeared satisfactorily proven) to be the person whose name acknowledged that he/she executed the same for In Witness Whereof, I have hereunto set	the purposes thereincontained.
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Commonwealth of Pennsylvania)) ss: County of Centre On this, the day of undersigned officer, personally appeared satisfactorily proven) to be the person whose nan acknowledged that he/she executed the same for In Witness Whereof, I have hereunto set	ne is subscribed to the within instrument, and the purposes thereincontained.
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Commonwealth of Pennsylvania)) ss: County of Centre)	
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Declaration Of Protective Covenants Saddle Rock Home	eowner's Association
October 12, 2001	Page 25 of 25
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Commonwealth of Pennsylvania)) ss:	
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	Notariai Seal Lisa L. Kirby, Notary Public Ferguson Twp., Centre County My Commission Expires Sept. 6, 2004
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County of Centre)	
On this, the 23 day of November, 2001, before undersigned officer, personally appeared to all a satisfactorily proven) to be the person whose name is subscribed to the wacknowledged that he/she executed the same for the purposes thereinco. In Witness Whereof, I have hereunto set my hand and official set.	known to me (or vithin instrument, and ntained.
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	Hotarial Seel Lisa L. Kirby, Notary Public Fenguson Twp., Centre County My Commission Expires Sept. 8, 2004 Member, Pennsylvania Association of Notaries