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GAIL M. GEPHART
RECORDER OF DEEDS

**DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS AND RESERVATIONS FOR THE
STONEHOUSE DEVELOPMENT SITUATE IN
PORTER TOWNSHIP, CLINTON COUNTY, PENNSYLVANIA**

THIS DECLARATION is made this 3rd day of October, 2006, by STONEHOUSE DEVELOPMENT, L.P., a Pennsylvania limited partnership situate in State College, Centre County, Pennsylvania, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer is the owner of a certain tract of land situate in Porter Township, Clinton County, Pennsylvania as more particularly described on the attached Exhibit "A" and incorporated herein by reference, said land being hereinafter referred to as "Development"; and

WHEREAS, Developer proposes to develop and improve said real estate as a residential community; and

WHEREAS, the said premises have been plotted in a plan entitled "Stonehouse Subdivision for NCAC Development Company" as prepared by Dana R. Boob Surveying and Engineering dated March 12, 2003, with subsequent revisions, and assigned to Stonehouse Development, L.P. in April 2006, (hereinafter "the Plan") and recorded in the Office of the Recorder of Deeds of Clinton County, Pennsylvania as Instrument Nos. 5497, 5498, and 5499, which Plan is incorporated herein by reference; and

WHEREAS, it is to the mutual benefit of Developer and purchasers of the real estate within the Development that the use of said land be restricted under certain terms and conditions in order to enhance and protect the value of the real property noted above.

NOW THEREFORE, Developer hereby declares that the above property shall hereby be subject to this Declaration and shall be held, sold and conveyed subject to the

following covenants, restrictions, easements and reservations, all of which shall be binding upon the Developer, its successors and assigns:

ARTICLE I
GENERAL PROVISIONS

1.1 **TERM:** These covenants shall be binding on all parties and all persons claiming under them in perpetuity and shall run with the land in the Development unless an instrument to change, amend or terminate said covenants, in whole or in part, is recorded in the Recorder of Deeds Office of Clinton County, Pennsylvania in conformity with this Declaration.

1.2 **BENEFICIARY OF DECLARATION:** The provisions contained herein shall run with and shall bind the land described in Exhibit "A" and shall inure to the benefit of and be enforceable by the Developer and/or by the owner of any land included in the Development, their respective legal representatives, heirs, successors and assigns. Failure by the Developer and/or by any land owner to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequently thereto.

1.3 **RESERVATION:** Developer hereby reserves the right, at any time prior to or on the second anniversary of the recording of this Declaration, to annul, waive, change, modify or terminate the covenants, restrictions, conditions or agreements herein as to any part of the Development then owned by the Developer. Following the second anniversary of the recording of this Declaration, any annulment, waiver, change, modification or termination shall only occur with the consent of the Developer and owners of at least 75% of the lots previously sold in the Development. Any such annulment,

waiver, change, modification or termination shall be evidenced by a written instrument duly executed and acknowledged by the Developer and, if required, by the owners of 75% of the lots then sold as a party in said instrument, with the executed instrument to be effective upon recording in the Recorder of Deeds Office of Clinton County, Pennsylvania. Developer's rights under this paragraph shall end when all lots within the Development are sold and the roads and utility improvements described herein are dedicated to and accepted by their respective party. Any annulment, waiver, change, modification or termination of these covenants, restrictions, conditions or agreements shall thereafter occur only with the consent of the owners of at least 75% of the lots in the Development, which consent shall be evidenced by a written instrument duly executed and acknowledged by the owners of 75% of the lots as a party in said instrument, with the executed instrument to be effective upon recording in the Recorder of Deeds Office of Clinton County, Pennsylvania

1.4 ASSIGNMENT OF RIGHTS TO HOMEOWNERS ASSOCIATION:

Developer retains the right to form a homeowners association and may, following formation, assign all or any of its rights, obligations and powers under the within Declaration to said homeowners association as well as other matters relating to the Development, including maintenance, inspection, construction and caretaking of the Development. Any such homeowners association shall have the right to establish bylaws, provide for the election of officers, contract for services as it deems necessary, assess individual lot owners for such service and in the event of non-payment of such assessments enter liens without the necessity of suit against the lot owners and, as necessary, care for and maintain all stormwater detention areas within the Development and in the Plan as well as any other thing necessary to preserve the scenic beauty and good condition of the Development.

1.5 **MEMBERSHIP IN HOMEOWNERS ASSOCIATION:** Lot owners, for themselves, their heirs, successors and assigns, by acceptance of a deed to their property, shall become members and obligors of any homeowners association or similar entity which may hereinafter be established for the purposes set forth herein or any lawful purposes including, but not limited to, development, construction, maintenance, repairs, replacement, control or operation of the open spaces, entry treatment, retention basins, stormwater facility and planting strips in the Development. Upon purchase of any lot each lot owner shall pay a \$100.00 initial homeowners fee and a \$50.00 annual homeowner's fee on January 1 of each year thereafter. Until such time that the roadways in the Development are adopted by and transferred to the Porter Township Supervisors, each lot owner shall pay an additional \$75.00 annual homeowner's fee on January 1 of each year thereafter to be used for road maintenance purposes including snow removal costs. Said fees shall be adjustable as set forth in the bylaws of the homeowners association. Each lot shall be entitled to one vote in any matter before the homeowners association.

ARTICLE II
ARCHITECTURAL CONTROL COMMITTEE

2.1 **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee shall consist of two or three individuals as appointed by Developer. A majority of the committee may designate a representative to act on its behalf. In the event of death or resignation of any member of the committee, the Developer shall designate a successor. All members shall serve at the discretion of the Developer, and shall continue to serve until replaced.

2.2 **MEMBERS:** The initial members of the Architectural Control Committee shall be:

Alison Kurtz
2501 N. Atherton Street
State College, PA 16803

Steven C. Balkey
2501 N. Atherton Street
State College, PA 16803

The initial members shall commence their duties set forth herein upon the recording of this Declaration.

2.3 **PROPERTY OWNERS:** All property owners shall submit final construction plans and specifications to the Architectural Control Committee prior to the commencement of any construction within the Development. The plans and specifications shall be at least as detailed as the required submittals to Porter Township for a building permit. No construction may occur without the approval of the Architectural Control Committee.

2.4 **PROCEDURE:** The Committee's approval or disapproval as required in these covenants shall be in writing and by majority vote of the Committee members. In the event the Committee, or its designated representative, fails to approve or disapprove any plans or specifications within thirty (30) days after submittal, approval by the Committee will not be required; provided, however, that the property owner shall continue to comply with all other covenants contained herein.

2.5 **DEVELOPER'S RIGHTS AND DUTIES:** Developer's rights and duties under this Article II shall end one year after the completion of all improvements, including home construction, on all lots within the Development, and the roads and utility improvements described herein are dedicated to and accepted by their respective party. All

rights and duties of Developer under this Article II shall thereafter be exercised in the manner as determined by the bylaws of the homeowners association.

ARTICLE III
BUILDING AND LOT USE AND CONSTRUCTION

3.1 **LOT USE AND BUILDING TYPES:** All lots in the Development shall be used solely as single family residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot other than a detached single family dwelling not to exceed 2 ½ stories (front elevation) in height and a private garage for use by the residents of the lot.

3.2 **SUBDIVISION OF LOTS & EASEMENTS:** No lot may be further subdivided without the approval of the Architectural Control Committee and all appropriate municipal officials. No easements may be granted by the individual lot owner without prior written consent of the Developer.

3.3 **ARCHITECTURAL CONTROL:** No building, fencing or other structure (including but not limited to sheds, playhouses, tree houses, barns, garages, gazebos, pavilions or swimming pools) shall be erected, placed or altered on any lot until the plans and specifications along with a plot plan showing the location of the building, fencing or other structure has been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation. All construction shall comply with the code requirements of the local municipality. In the event the local municipality has not adopted applicable code regulations, all structures in the Development shall comply with the Uniform Construction Code or the International Residential Code 2003 edition (code for one- and two-family dwellings no more than 3 stories in height) in

accordance with Section 104(d)(2)(ii) of the Pennsylvania Construction Code Act. No wall shall be erected, placed or altered on any lot nearer than the minimum building setback lines or within easements pertaining to that lot as shown on the Plan.

3.4 **DWELLING SIZE:** All dwellings constructed in the Development shall have a minimum of 1600 square feet gross measure for a one story dwelling, and a minimum of 1800 square feet gross measure for a two story dwelling with the first floor having a minimum size of 1000 square feet gross measure.

3.5 **ERECTION OF DWELLING:** There shall be no more than one residential dwelling with attached garage erected or placed on any individual numbered lot as shown on the recorded plat. Any ancillary structures shall be controlled by Section 3.6 below. No residential building and/or its related ancillary structures may be erected, placed on or altered on adjacent lots without the approval of the Architectural Control Committee.

3.6 **ANCILLARY STRUCTURES:** Ancillary structures such as detached barns, sheds, playhouses, tree houses, garages, gazebos, pavilions or swimming pools with or without a bath house, shall be permitted on any lot only if and as approved by the Architectural Control Committee.

3.7 **TEMPORARY STRUCTURES:** No structure of a temporary character, recreational motor vehicle, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All recreational motor vehicles, commercial vehicles, personal water craft, tents, old cars, trailers, boats, airplanes or any similar movable object shall not be stored in excess of thirty (30) days on any lot unless they are fully garaged and hidden from view. Excluded from these regulations are the following:

- a. Play tents for children
- b. Party tents for specific functions not to exceed thirty (30) days
- c. Recreational gym equipment
- d. Outdoor fireplace or grill
- e. Farm and garden equipment used for everyday activities

3.8 **NUISANCES:** No obnoxious or offensive activity shall be carried on within the Development, including but not limited to the riding of any motorized vehicles in the common areas, except as may be required for maintenance.

3.9 **SIGNS:** No signs shall be displayed to the public view on any lot except:

- a. One temporary sign of not more than 9 square feet advertising the property for sale or rent.
- b. One temporary sign used by a builder or contractor to advertise during the construction period.
- c. Political ad signs shall be permitted provided that they are
 - (1) No more than two in number
 - (2) Not more than 4 square feet each
 - (3) Displayed only in front of the lot owner's residence
 - (4) Displayed not more than thirty (30) days before the election they pertain to
 - (5) Removed within twenty-four (24) hours after the election they pertain to
 - (6) Excluded from any part of the public areas of the Development

3.10 **COMPLETION OF CONSTRUCTION:** The completion of any home and/or structure on any lot once started must be completed within twelve (12) months from the date of the beginning of construction. Failure on the part of any lot owner to complete a home and/or structure and remove all construction materials and equipment from the

premises within this twelve (12) month period shall subject the owner of said premises to liability to remove all outward signs of construction and to restore said premises to its original condition as directed by the Architectural Control Committee.

3.11 REMOVAL OF TREES AND VEGETATION: The Architectural Control Committee must approve or disapprove the removal of all trees or vegetation 3 calipers or larger chest height. This restriction shall only apply to the perimeter area bounded on the interior by a line situated twenty (20') feet outside the wall line of each structure and to the exterior by the property lines of the individual parcel upon which the structure is situated. This restriction is incorporated to preserve the character of the land in the Development. The Developer, its successors or assigns, as directed by the Architectural Control Committee, shall have the right to enter upon any property within the Development in order to prune at the expense of the owner any hedge, tree or bush that in the opinion of the Architectural Control Committee by reason of its location, height, configuration or obnoxious nature is unreasonably detrimental to adjoining properties or that obscures the view of street traffic.

3.12 EXCAVATION AND EARTH MOVING: All excavating and earth moving activities shall be completed in compliance with an Erosion & Sedimentation Pollution Control plan approved by the Clinton County Conservation District.

3.13 LIVESTOCK AND POULTRY: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that cats, dogs and other small household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. Cats, dogs or other small pets shall be limited to a quantity of three (3) per household.

3.14 **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Refuse shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Each property owner shall be required to maintain a refuse contract with a licensed refuse hauler at the expense of the property owner. No burn barrels shall be permitted.

3.15 **OUTDOOR LIGHTING:** All outdoor lighting must be approved by the Architectural Control Committee. Each lighting plan shall provide at a minimum for a photo-cell controlled post light within 10' of the edge of the driveway between the primary structure and the road.

3.16 **SATELLITE DISHES AND ANTENNAS:** There shall be no satellite dishes over twenty (20") inches in diameter allowed within the Development. There shall be no radio towers or antennas allowed as separate structures. Traditional television antennas shall be permitted if attached to the roof of the primary dwelling. All satellite dishes and antennas shall be included in the plans and specifications submitted to the Architectural Control Committee and shall be subject to approval by the Architectural Control Committee.

3.17 **UTILITIES:** All utilities shall be placed underground in accordance with the rules and regulations of the respective utility provider.

ARTICLE IV **ROADS**

4.1 **ROADS:** All roadways within the Development shall be owned and maintained by the Developer through the homeowners association at reasonable rates until such time that the roads are transferred to and adopted by the Porter Township Supervisors

as public roadways. Nothing contained herein shall place any duty or obligation on the Developer or homeowners association to own or maintain the roadways on or after the date of transfer of the roadways to the ownership and control of the Porter Township Supervisors.

4.2 **EASEMENT:** Prior to the date of transfer of the roadways to the ownership and control of the Porter Township Supervisors, all owners of properties within the Development shall have a non-exclusive private right and common easement for purposes of ingress, egress and regress to Township Route T-322 (also known as Stonehouse Road) along the fifty (50') foot wide right-of-way known as Whitetail Circle as shown on the Plan.

4.3 **ROAD EASEMENT RESERVATION:** Developer expressly reserves to itself, its successors and assigns, including the Porter Township Supervisors and any municipal authority or utility (public or private), a permanent easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove wires, pipes, cables, and related improvements on, over, through, under and across the 50 foot wide right-of-way known as Whitetail Circle as shown on the Plan. Said easement shall further include the right of ingress, egress and regress for the purposes described in this subparagraph.

4.4 **COMMON EASEMENT-UTILITIES:** Under and subject to the provisions of this Declaration, and subject to the prior approval by and reasonable regulation by the Architectural Control Committee, each property owner shall have a right and common easement for purposes of maintaining, constructing, replacing and/or repairing utility facilities, including water, sewer, telephone, electric and cable service, within the fifty (50') foot wide right-of-way known as Whitetail Circle as shown on the

Plan; provided, however, that this right shall terminate when the roadway is accepted by the Porter Township Supervisors and becomes a public roadway. Each property owner shall have the right of ingress, egress and regress for purposes described in this subparagraph.

4.5 **EXERCISING RIGHTS:** Each property owner exercising his or her rights under this Article shall be responsible for restoring the condition of the premises to the condition the premises were in prior to the commencement of any maintenance, construction, repair or replacement under this subsection.

ARTICLE V

SANITARY SEWAGE SERVICE, EASEMENTS AND FACILITIES

5.1 **SANITARY SEWAGE SERVICE:** Developer, at its sole cost and expense, shall construct a common sewage collection system within and near the Development as shown on the Plan and pursuant to the terms of a Sewerage Service Agreement dated March 16, 2004 with the East Nittany Valley Joint Municipal Authority, P. O. Box 314, Lamar, Pennsylvania 16848 ("ENVJMA") which agreement is incorporated by reference. The ENVJMA has agreed to provide public sewage service to the Development under the terms of the agreement upon the satisfactory completion of the system. Until such time that ownership of the common sewage facilities within and near the Development as shown on the Plan are dedicated to, transferred and adopted by the ENVJMA, the Developer shall own and maintain said facilities at its sole cost and expense. Nothing contained herein shall place any duty or obligation on the Developer to own or maintain the sewage collection system on or after the date of transfer of the sewage collection system to the ownership and control of the ENVJMA. Nothing contained herein shall further place any duty or obligation on the Developer to perform any activities in

relation to the sewage collection system other than in a manner consistent with the rules and regulations on the ENVJMA and under the terms of the agreement of March 16, 2004.

5.2 SANITARY SEWER EASEMENTS: Developer expressly reserves to itself, its successors and assigns, including the ENVJMA or its successor, a permanent easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove pipes and related improvements for a sewer line and related activities and to operate said sewer line and related improvements on, over, through, under and across a thirty (30') foot wide sanitary sewer/water line easement on Lot #16, extending onto Lot # 17 and along the boundary of Lot #16 and #17.

5.3 CONDITIONS OF EASEMENT: The easements reserved herein shall be under and subject to the following conditions:

- a. The actual location of the easement shall be determined by the construction of the same;
- b. The owners of the designated lots shall have the reasonable use of the surface provided said use does not in any way interfere with the use of the easement by Developer, its representatives, designees, successors or assigns; provided, however, that no buildings, structures, gates, fences or other permanent or temporary man made objects or vegetation other than grass shall be placed within the easement area.
- c. The easement shall include the right of ingress, egress and regress and the right to enter upon the easement area at any time by Developer, its representatives, designees, successors and assigns for the purposes described herein

5.4 COMPLIANCE OF RULES: All property owners within the Development shall comply with all rules and regulations of the ENVJMA that may from time to time be enacted by the ENVJMA regarding the operation of its public sewage collection and treatment system.

5.5 **GRINDER PUMP:** Each property owner within the Stonehouse Development shall purchase at the expense of the property owner a grinder pump as specified and approved by the ENVJMA.

5.6 **INSTALLATION OF GRINDER PUMP:** The individual property owners of lots within the Development shall be responsible for the installation of the grinder pump unit, the gravity sewer lateral to the grinder pump unit and the grinder pump/pressure sewer lateral to its connection with the Developer installed grinder pump/pressure sewer.

5.7 **OWNERSHIP, OPERATION AND MAINTENANCE:** All individual property owners shall be responsible for the ownership, operation and maintenance of their grinder pump, building sewer and pressure sewer lateral from the structure served to the pressure sewer service lateral connection at the pressure sewer main (curb stop).

5.8 **MALFUNCTIONS/EQUIPMENT FAILURES:** All individual property owners within the Development must inform the ENVJMA immediately of any malfunctions or equipment failure. All repairs and/or replacement of equipment must be completed in no more than forty-eight (48) hours.

5.9 **FAILURE TO COMPLETE REPAIRS:** If any individual property owner fails to complete repairs and/or replacement of equipment within forty-eight (48) hours, the ENVJMA shall have the right to enter onto the property to make repairs and/or replacement of the equipment. The property owner will be invoiced for services and parts based on a fee schedule as set forth by the ENVJMA.

5.10 **FAILURE TO PAY INVOICE:** Failure of an individual property owner to pay any such invoice in less than sixty (60) days will result in termination of service by the ENVJMA and associated shutoff and reconnection fees.

ARTICLE VI
WATER SERVICE, EASEMENTS AND FACILITIES

6.1 **WATER SERVICE:** Developer, at its sole cost and expense, shall construct a common water line supply system within and near the Development as shown on the Plan and pursuant to the terms of a Water Service Agreement dated April 12, 2004 with the Nittany Water Company, 216 Spring Run Road, Mill Hall Pennsylvania (“Water Company”) which agreement is incorporated by reference. The Water Company has agreed to provide public water service to the Development under the terms of the agreement upon the satisfactory completion of the system. Until such time that ownership of the common water line facilities within and near the Development as shown on the Plan are dedicated to, transferred and adopted by the Water Company, the Developer shall own and maintain said facilities at its sole cost and expense. Nothing contained herein shall place any duty or obligation on the Developer to own or maintain the water line supply system on or after the date of transfer of the water line supply system to the ownership and control of the Water Company. Nothing contained herein shall further place any duty or obligation on the Developer to perform any activities in relation to the water line supply system other than in a manner consistent with the rules and regulations on the Water Company and under the terms of the agreement of April 12, 2004.

6.2 **WATER LINE EASEMENTS:** Developer expressly reserves to itself, its successors and assigns, including the Water Company or its successor, a permanent easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove pipes and related improvements for a water line and related activities and to operate said water line and related improvements on, over, through, under and across a thirty (30’) foot wide sanitary sewer/water line easement on

Lot #16, extending onto Lot # 17 and along the boundary of Lot #16 and #17 as shown on the Plan:

6.3 **CONDITIONS OF EASEMENT:** The easement reserved herein shall be under and subject to the following conditions:

- a. The actual location of the easement shall be determined by the construction of the same;
- b. The owners of the designated lots shall have the reasonable use of the surface provided said use does not in any way interfere with the use of the easement by Developer, its representatives, designees, successors or assigns; provided, however, that no buildings, structures, gates, fences or other permanent or temporary man made objects or vegetation other than grass shall be placed within the easement area.
- c. The easement shall include the right of ingress, egress and regress and the right to enter upon the easement area at any time by Developer, its representatives, designees, successors and assigns for the purposes described herein

6.4 **NORMAL SERVICE:** The provision of water service to each individual lot shall be subject to the normal service of the Water Company provided to the curb stop location in accordance with the engineering plans and drawings prepared by the Developer.

6.5 **BOOSTER PUMPS:** Depending upon the location of the dwellings within the Development, an individual lot owner may desire to install individual booster pumps to increase water pressure within their dwelling.

6.6 **MAINTENANCE OF BOOSTER PUMP:** Each individual lot owner shall be responsible for the installation, ownership, operation and maintenance of their individual booster pump and the water service line from the dwelling to the Developer installed curb stop.

6.7 **RULES AND REGULATIONS:** Each individual lot owner shall install any individual booster pump and individual water service lines in accordance with all Water Company rules and regulations and all applicable federal, state and local codes.

6.8 **DUTY OF PROPERTY OWNER:** The property owner shall have all responsibility for the installation, ownership, operation and/or maintenance of the owner-installed individual booster pump, and neither the Water Company nor Developer shall have any responsibility for the installation, ownership, operation and/or maintenance of the individual lot owners' installed individual booster pumps.

ARTICLE VII
STORMWATER EASEMENTS AND FACILITIES

7.1 **STORMWATER SYSTEM:** Developer, at its sole cost and expense, shall construct a stormwater management system within the Development as shown on the Plan. The stormwater management system shall be kept, repaired and maintained as such by the homeowners association in accordance with the Maintenance Plan described herein. Until such time that ownership of the stormwater management system as shown on the Plan is dedicated to, transferred and adopted by the homeowners association, the Developer shall own and maintain said facilities at its sole cost and expense. Nothing contained herein shall place any duty or obligation on the Developer to own or maintain the stormwater management system after the date of transfer of the system to the ownership and control of the homeowners association.

7.2 **STORMWATER EASEMENTS:** Developer expressly reserves to itself, its successors and assigns, including the homeowners association or its successor, a permanent easement for stormwater management drainage, maintenance and access with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair,

maintain, replace and remove drainpipes, culverts and related improvements for stormwater management and related activities and to operate said facilities on, over, through, under and across Lots # 1, 2, 5, 6, 17, 18, 19, 20, 21 and 22 as more fully shown on the Plan.

7.3 CONDITIONS OF EASEMENT: The easement reserved herein shall be under and subject to the following conditions:

- a. The actual location of the easement shall be determined by the construction of the same;
- b. The easement shall include the right of ingress, egress and regress and the right to enter upon the easement area at any time by Developer, its representatives, designees, successors and assigns and by all regulatory and municipal bodies for the purposes described herein.
- c. No structures may be placed within the stormwater easements and no grading or landscaping is permitted within said easements which would impede stormwater flow or alter the flow's course within said easements, nor impede the functioning of culverts, inlets, outlets, spillways, drainpipes and/detention basin structures.
- d. The property owners of the lots noted above shall further be restricted from planting any permanent garden, trees, shrubbery or other vegetation other than grass on said lots without the prior written approval of Developer.
- e. The property owners of the lots noted above shall further obtain approval from the Developer for any backhoe or excavation activities on said lots.
- f. Developer, its successors and assigns, or its designated representative shall retain the right of ingress, egress and regress onto the lots noted above for the purposes outlined herein.

7.4 MAINTENANCE PLAN: The homeowners association shall maintain all stormwater management and permanent erosion and sediment pollution control facilities that are proposed as part of the Stonehouse Subdivision Plan and not located within dedicated street right-of-ways. The individual lot owners within the Stonehouse Subdivision shall be responsible for maintaining their on lot infiltration basin and mowing

the grass for the stormwater management and permanent erosion and sediment pollution control facilities located on their property.

The homeowners association shall complete a visual inspection of all stormwater management and permanent erosion and sediment pollution control facilities at least once every three months, and immediately after storm events. The visual inspection shall include:

- a. An examination of the stormwater collection, conveyance and detention facilities for debris deposition (such debris may include, but is not limited to: aggregate material, leaves, grass clippings and soil material); and
- b. An examination of the stormwater detention basin embankments for settlement, sinkholes, seeps, structural cracking, animal burrows, excessive vegetation, foundation movement, erosion and depressions.

The homeowners association shall immediately repair any damage to the stormwater management and permanent erosion and sediment pollution control facilities. The homeowners association shall place topsoil on all areas that experience minor erosion and shall seed and mulch such areas immediately. The homeowners association shall repair damage to riprap areas using material that meets or exceeds the riprap gradation size also specified on the construction detail sheet of the Stonehouse Subdivision Plan.

If repairs are required to address a sinkhole which has occurred within the easement, the homeowners association shall employ a licensed geotechnical consultant and make immediate restoration of the sinkhole area as recommended by said geotechnical consultant. The homeowners association shall notify the Porter Township Board of Supervisors and the Clinton County Conservation District prior to initiating any major repair activities.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.1 **PLAT BOOK:** All property owners shall be under and subject to the notes, drawings and data contained on the Plan as approved by the appropriate municipal bodies and as recorded in the Recorder of Deeds Office of Clinton County, Pennsylvania, as Instrument Nos. 5497, 5498, and 5499 on the 3rd day of October 2006 unless otherwise modified by this Declaration.

8.2 **TERMS OF EASEMENTS:** All easements created under this Article IV shall be deemed to be perpetual in term and shall continue in force and effect after any remaining conditions, restrictions or reservations in this Declaration shall terminated or lapse.

8.3 **BINDING:** This Declaration shall be binding upon the Developer, its successors and assigns and upon all property owners, their heirs, successors and assigns unless otherwise modified.

8.4 **AMENDMENT:** This Declaration may be amended by a writing executed in accordance with the provisions of Section 1.3 above.

8.5 **RECITALS:** The recitals set forth in this Declaration shall constitute a part of this Declaration and are incorporated herein by reference as though set forth at length.

8.6 **VIOLATIONS:** The violation of any provision contained herein is declared to be a nuisance which may be remedied by appropriate legal proceedings at law or equity. Enforcement of these covenants and restrictions as set forth in this Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of the provisions of this Declaration, either to restrain a violation

or to recover damages, an against the land to enforce any lien created by this Declaration. Any failure of the Developer or any owner of property to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

8.7 **INVALIDITY:** The invalidity of the Articles or Subparagraphs contained in this Declaration, as declared by a court order or otherwise, shall not in any way effect any of the remaining provisions of this Declaration which shall remain in full force and effect.

8.8 **INTERPRETATION:** This Declaration shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the undersigned general partner of STONEHOUSE DEVELOPMENT, L.P. hereunto set its hand and seal on the day and year first written above.

STONEHOUSE DEVELOPMENT, L.P.

A handwritten signature in cursive script, reading "Steven C. Balkey, Asth. Manager", is written over a horizontal line.

Sixty-Five, LLC, General Partner
BY: Steven C. Balkey

EXHIBIT "A"

ALL THAT CERTAIN property situate in Porter Township, Clinton County, Pennsylvania, pursuant to a survey prepared by H. Richard Ohl, Registered Surveyor, dated January 14, 2002, and as recorded at Clinton County Instrument Number 2004-6565, more particularly described as follows:

BEGINNING at a point on the Northerly side of Township Route #322, said point being the Southwest corner of land now or formerly of Scott Bennett and the Southeast corner of the premises herein conveyed; thence along the Northerly side of Township Route #322 the following courses and distances: (1) South 76 degrees 32 minutes 19 seconds West, a distance of one hundred thirty and 58/100 (130.58) feet to a point; (2) South 77 degrees 26 minutes 14 seconds West, a distance of two hundred eighty-seven and 71/100 (287.71) feet to a point; (3) South 73 degrees 58 minutes 1 second West, a distance of three hundred two and 72/100 (302.72) feet to a point; and (4) South 70 degrees 37 minutes 3 seconds West, a distance of three hundred and 7/100 (300.07) feet to a found iron pin at the corner of lands now or formerly of Kerry Moore; thence along lands now or formerly of Kerry Moore, North 23 degrees 12 minutes 31 seconds West, a distance of three hundred twenty-two and 74/100 (322.74) feet to a found iron pin; thence continuing along lands now or formerly of Kerry Moore, South 66 degrees 49 minutes 13 seconds West, a distance of three hundred and 32/100 (300.32) feet to a found iron pin along the Easterly boundary of Township Route #322; thence along the Easterly boundary of Township Route #322, North 23 degrees 22 minutes 48 seconds West, a distance of two hundred twenty-four and 75/100 (224.75) feet to a found iron pin at the corner of land now or formerly of Chris Moore; thence along land now or formerly of Chris Moore, North 66 degrees 37 minutes 52 seconds East, a distance of three hundred and 27/100 (300.27) feet to a found iron pin; thence continuing along lands now or formerly of Chris Moore, North 23 degrees 22 minutes 13 seconds West, a distance of two hundred ninety-nine and 56/100 (299.56) feet to a found iron pin along lands now or formerly of Earl Dotterer, et al.; thence along lands now or formerly of Earl Dotterer, et al., North 66 degrees 36 minutes 8 seconds East, a distance of nine hundred eighty-three and 22/100 (983.22) feet to a found iron pin at the Northwest corner of lands now or formerly of Doyle Moore, et al.; thence along lands now or formerly of Doyle Moore, et al. and now or formerly of Scott Bennett, South 24 degrees 55 minutes 43 seconds East, a distance of nine hundred eighty-four and 83/100 (984.83) feet through an iron pin to a point on the Northerly side of Township Route #322, the place of beginning. Containing Twenty-two and 199/1000 (22.199) acres of unimproved vacant land.

BEING the same premises granted and conveyed by NCAC Development Company, LLC, to Stonehouse Development, LP, by Deed dated April 19, 2006, and recorded in Clinton County, Pennsylvania, at Instrument Number 2006-01896.

BEING known as Clinton County Tax Parcel Number 01-01-0202-6.