

**DECLARATION OF PROTECTIVE
AND RESTRICTIVE COVENANTS**

OF

THOMPSON WOODS

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DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS

THOMPSON WOODS

COLLEGE TOWNSHIP, CENTRE COUNTY, PA

THIS DECLARATION is made this _____ day _____, 2001, by
**CHARLES H. SMITH, JAMES B. SMITH and THOMAS L. SMITH
PARTNERSHIP**, hereinafter "**Owners**" and **THE TORRON GROUP, L.P.**,
hereinafter referred to as "**Developer**".

WHEREAS, Owners hold title to certain real property more particularly described
in Exhibit "A" hereto; and

WHEREAS, Developer is the developer of the real property in Thompson Woods
Preserve Subdivision as referred to in Article II and as described in Exhibit "A" of this
Declaration, attached hereto and forming a part hereof; and,

WHEREAS, Developer desires to develop thereon a single-family residential
subdivision together with common lands and facilities for the benefit of such community;
and,

WHEREAS, Developer desires to provide for the preservation of said common
lands and facilities, and, to this end, desires to subject the real property referred to in
Article II and as described in Exhibit "A" of this Declaration to the covenants,
restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is
and are for the benefit of said real property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of
the common lands and facilities in said community to create an agency to which will be
delegated and assigned the powers of maintaining and administering the community
facilities, administering and enforcing the covenants and restrictions, and levying,
collecting, and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated or intends to incorporate *Thompson
Woods Property Owners' Association* under the laws of the Commonwealth of

Pennsylvania as a nonprofit corporation for the purpose of exercising the functions aforesaid.

NOW THEREFORE, Owners and Developer declare that the real property referred to in Article II of this Declaration and more particularly described in Exhibit "A" is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes collectively referred to as "covenants and restrictions") as hereinafter set forth.

ARTICLE I

DEFINITIONS

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

1. "Association" shall mean and refer to Thompson Woods Property Owners' Association, Inc., its successors, and its assigns.
2. "Properties" shall mean and refer to all residential building lots, easement areas thereon, adjacent roadways and easement areas thereon, and common areas of said lots as are subject to this Declaration and which are described in Exhibit "A" and as shown on a plot plan recorded in Centre County Plat Book 62, Pages 54 and 55, and as may be shown on any revision of the plot plan which becomes a final subdivision plan.
3. "Common Areas" shall mean and refer to: (a) areas designated for any street, directional, and/or identification signs of the Properties (including any adjacent landscaping such as vegetation, grasses, trees and/or mounding); (b) areas designated for recreational use; (c) areas designated for storm water management purposes including the detention basin on lot 48; or (d) other easements and rights-of-way, which are a part of the Properties, as the same are shown on the recorded Final Plan of Thompson Woods Preserve Subdivision, which is attached as Exhibit "A". Said areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined. Members of the general public shall have the right to walk along public

sidewalks and walkway easements. Common Areas include those areas added pursuant to Article VIII, Section 1.

4. “Thompson Woods Preserve” shall mean and refer to lot 46 and lot 47 which are owned by College Township and The Borough of State College, respectively, and consists of 43.35 acres of land that is to be retained forever in its natural scenic, historical, forested, and open space condition. ClearWater Conservancy of Central Pennsylvania, Inc. has placed a conservation easement on lot 46 and lot 47 and said easement is recorded in Record Book 1193, Page 95, at the Centre County Courthouse.

5. “Easement Area” shall mean and refer to any area located on any lot for which the Association is responsible for some maintenance, including driveways, lawn areas (excluding gardens, shrubbery areas, trees, professional landscaping such as flower beds, outdoor lighting and so forth, and excluding areas covered by structures and equipment), walkways running parallel to any street, and the walkway leading to any house from the walkway running parallel to any street and/or from any driveway.

6. “Lot” shall mean and refer to any plot of land intended and subdivided for single-family residential use, as shown upon one of the recorded subdivision plans of the Properties, but shall not include the Common Areas or public park as herein defined.

7. “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. References to Owner in the singular masculine shall include the plural masculine, both the singular and plural feminine, and any neutral entity or entities.

8. “Public Park” shall mean and refer to lot 1 as conveyed to College Township for use as a recreational park. College Township shall be responsible for maintenance of any Public Park.

9. “Member” shall mean and refer to any member of the Association. An Owner as herein defined, upon acquiring title to any Lot, shall automatically become a Member.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Description of Land. The land subject to this Declaration is a tract of approximately 25.82 acres to be used as residential building lots situated in College Township, Centre County, Pennsylvania, and consisting of numbered lots 2 through 45 and lot 48 as more specifically described in Exhibit "A", attached hereto and made part hereof, and as shown on plat plan recorded in Centre County Plat Book 62, Page 54 and Page 55.

Section 2. Common Areas Conveyed to Township. Developer reserves the right to convey any of the Common Areas to the College Township or any municipal entity, body, or authority.

ARTICLE III

MEMBERSHIP AND RIGHTS IN THE ASSOCIATION

Section 1. Membership. Membership in the Association shall be governed by the by-laws of the Association as the same may be enacted or amended from time to time. An Owner, upon acquiring title to any Lot, shall automatically become a Member and shall be subject to this Declaration and to the by-laws of the Association.

Section 2. Voting Rights. Voting rights in the Association shall be as set forth in the by-laws of the Association as enacted and amended from time to time.

Section 3. Suspension of Membership Rights. Suspension of membership rights shall be as set forth in the said by-laws as enacted and amended from time to time.

Section 4. Control by Developer. Until 40 Lots have been sold, Developer shall have the exclusive right to direct all of the votes of Members, to name members of the board of directors, to remove and replace any or all members of the board of directors, and to manage and operate the Association. Developer will hire a professional property management firm to administer the business of the Association and to enforce these covenants and restrictions, which shall be at the expense of the Association.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS AND EASEMENT AREAS

Section 1. Rights in Common Areas. Subject to the provisions of Section 4 of this Article IV, every Member shall have a right and easement of enjoyment in and to the Common Areas of the Properties of which his lot is a part, and such easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Title to Common Areas. Developer hereby agrees that , prior to the conveyance of the first Lot of the properties, Developer will file the Final Plan of Thompson Woods Preserve Subdivision with the Centre County Recorder of Deeds. Such plans shall show each of the Lots benefitted and burdened by the intent of this Declaration. Either prior to conveyance of the first Lot of the Properties or at some time thereafter, Developer shall convey by special warranty deed, fee title to lot 48 and any easement in the Common Areas to the Association free and clear of all encumbrances and liens except mortgages to a lending institution, utility easements, and those requirements created by or pursuant to this Declaration, and the Association must and shall accept each such conveyance from Developer.

Section 3. Title to Easement Areas. Each Owner shall retain title to any Easement Area on his Lot only under and subject to the right of the Association to come

upon the Lot of an Owner to fulfill the responsibilities and obligations of the Association in regard to the maintenance and upkeep of the Easement Area.

Section 4. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

1. The rights of the Association, in accordance with its articles and by-laws, to borrow money for the purpose of improving the Common Areas and the maintenance of the Easement Areas, and in aid thereof, to execute such notes, mortgages, or other documents as may be required by any lender; provided, however, that Developer may not vote to borrow any money; and
2. The right of the Association, as provided in its articles and by-laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
3. The right of the Association to charge reasonable fees and to impose assessments for the purpose of keeping, maintaining, and utilizing the Common Areas and Easement Areas and the right of the Association or its agents to enter upon any Lot and to have access to any Lot for ingress and egress and for the purpose of keeping, maintaining, and utilizing the Common Areas and Easement Areas and to install such ancillary facilities as may be necessary to carry out the intent of this Declaration for the use of the Common Areas and Easement Areas; and
4. The right of Developer, during the period of control by Developer pursuant to Article III, Section 4, to convey any of the Common Areas to College Township or any municipal entity, body, or authority or to grant a right-of-way or easement as noted on Exhibit "A" for such purposes and subject to such conditions as may be agreed to by the Developer; and
5. The right of Developer and/or the Association to grant and reserve easements and rights-of way through, under, over, and across any Lot or Common Area for the installation, maintenance, and inspection of storm water management facilities or

lines and appurtenances for public or private water, sewer, drainage, telephone, gas, television cable and other utilities.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association, with regard to Common Areas and Easement Areas only, monthly assessments for maintenance of or improvements to the Common Areas and Easement Areas and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The monthly and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be continuing lien upon any Lot against which any such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the Owner of any such Lot at the time when the assessment falls due. In the event of nonpayment of any assessment by any Owner, it is intended by this paragraph that the Association may wish to place liens on any such Lot for maintenance and possible improvements.

Section 2. Purpose of Assessments. The monthly and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of each resident in the Properties and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and Easement Areas, including, but not limited to, in regard to the Common Areas, the payment of taxes and insurance thereon and repair, maintenance, upkeep, replacement, and additions thereto,

and, in regard to the Easement Areas, for the cost of labor, equipment, materials, management, and supervision thereof.

Section 3. Basis and Maximum of Monthly Assessments. Commencing with the conveyance of the first Lot to an Owner, the monthly assessment, which must be fixed at a uniform rate for all Lots, shall be at the monthly rate of eighty-five dollars (\$85.00) per Lot, payable quarterly. Each Owner shall be responsible for the monthly assessment and any special assessment whether or not a structure is constructed on the Owner's Lot. However, each Owner's duty to pay any such monthly assessments shall not begin until the seventh month following the execution of an agreement to purchase a 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 Easement Areas and facilities. Nothing herein is intended to be, nor shall be interpreted as, the right of College Township in its discretion or judgment to order improvements to the Common Areas or to fix assessments to any Owners in the event the board of directors of the Association does not act in a manner commensurate with the wishes of College Township or any other sovereign or agency of a sovereign (e.g. Pennsylvania Department of Environmental Protection).

Developer shall be exempt from the payment of any assessment or charge with respect to any Lots owned by Developer until Developer rents a Lot with a house thereon in which event Developer shall pay the same as any Owner. Until three-quarters (3/4) of the 40 lots within the Properties have been sold, Developer shall pay the costs of improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, costs of taxes and insurance thereon, costs of repair, maintenance, upkeep, replacement, and additions thereto, and costs of labor, equipment materials, management and supervision thereof, and in regard to the Common Areas and Easement Areas, the maintenance as set forth in

Article V, Section 12, if any, which are in excess of the funds generated from monthly assessments. Thereafter, Developer shall be exempt from the payment of any assessment or charge with respect to any Lot owned by Developer until Developer rents a Lot or constructs or rents an improvement on a Lot, other than a model home, in which event Developer shall pay the same as any Owner.

Section 4. Special Assessments for Capital Improvements. In addition to the monthly assessments authorized by Section 3 of this Article V, the Association, with regard to Common Areas only, may levy in any assessment-year one or more special assessments, which must be fixed as a uniform rate for all Lots applicable to that year only, for the purpose of defraying in whole or part the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon any Common Area or Easement Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority vote of the Members who are voting in person or by proxy at a meeting duly called for a stated 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 and setting forth the purpose of the meeting. The due date of any special assessment under this Section shall be fixed in the resolution authorizing such assessment.

Section 5. Change in Maximum of Monthly Assessments. Developer, during the period of control by Developer, in accordance with Article III, Section 4, above, or the board of directors of the Association may prospectively increase the maximum of the monthly assessments from time to time as the same may be deemed necessary in the sole discretion of Developer or the board of directors.

Section 6. Quorum for any Action Authorized Under Section 4. The quorum required for any action authorized by Section 4 of this Article V Shall be as follows:

At the first meeting called, as provided in Section 4, of this Article V, the

presence at the meeting of members or of proxies entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 4 and the required quorum at such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that such subsequent meeting shall not be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Monthly Assessments: Due Dates. The monthly assessments provided for herein shall commence on the first day of the month after the conveyance of the a Lot from the Developer to an Owner as set forth in Section 3 hereof. Monthly assessments shall be due and payable quarterly on March 31, June 30, October 31, and December 31 of each year, beginning six (6) with the first day of the seventh months after a contract to purchase a lot is executed. Monthly assessments will be invoiced quarterly by the Association's property manager, whether or not a house has been built on the Lot.

Section 87. Initial Payment for Operation. At the time of acquiring title to a Lot, each Owner shall pay three hundred dollars (two (2) months Assessment at the time then in effect \$300.00) to provide for the initial costs of maintaining the Association. Such payment shall be in addition to and shall not be considered a prepayment of any monthly assessment fee, and such payment shall not be refunded to any Owner nor be transferable upon the sale of a Lot by an Owner.

Section 98. Duties of the Board of Directors. In the event of any change in the monthly assessments as set forth herein, the board of directors of the Association shall fix the date of commencement and the amount of the assessment at least thirty (30) days in advance of such date and shall, at that time, prepare a roster of all Lots and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of any change in the monthly assessment shall promptly thereupon be sent to every Owner subject thereto.

At any time upon demand by any Owner liable for any assessment, the board of directors of the Association shall direct the property manager of the Association to furnish to the Owner a certificate in writing signed by an officer of the Association, setting forth whether any specified assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

It shall be the duty of the board of directors of the Association to take out and keep continuously in force liability insurance covering any Common Areas and acts performed by the Association, its agents, and/or its employees.

Section 109. Effect of Non-Payment of the Assessment. The Personal Obligation of the Owner: The Lien; Remedies of Association. If any monthly assessment is not paid on the date when due (being the dates specified in Section 6 hereof), then such assessment shall be deemed delinquent and, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall continue as a lien on the applicable Lot, which shall bind each Lot of the then Owner, his heirs, devisees, personal representatives, successors, and assigns. The personal obligation of the then Owner to pay such assessment, however, shall be a lien on the Lot and shall be a lien and a continuing obligation of all successors in title unless releases are given between them or by Developer and shall remain a lien on the said Lot and collectible by the Association or Developer by an action before a District Magistrate or any court of competent jurisdiction in Centre County. Any Owner hereunder hereby authorizes any attorney of any court of record or the Developer or the Association to appear for the Owner on his behalf and confess judgment for the amount of the said assessment with interest at the prevailing rate and all costs of collection including ten percent (10%) attorney's fees. Nothing herein, however, shall be deemed a limitation on the right of the Association or the Developer in any way to collect any outstanding assessment for the care, maintenance, repair, replacement, or construction of any Common Area.

Section 110. Continuance of Lien. In the event an Owner shall transfer a Lot while an assessment of any kind remains unpaid, the lien of the assessment shall continue to be a charge on the Lot and shall continue as a lien until paid. At any time upon request, the Association shall furnish any prospective purchaser with a certificate upon which all unpaid assessments shall be listed together with interest and costs.

Section 121. Management of Thompson Woods Property Owners' Association. A professional property management firm shall be retained by Developer and/or the Association to manage the business of the Association including the collection of all assessments, hiring of all contractors, preparation of annual budgets, preparation of

minutes of all Association meetings, enforcement of covenants, interpretations of the covenants and by-laws, and any other items that Developer or the board of directors may so designate.

Section 12. Maintenance Provided by Thompson Woods Property Owners' Association

The maintenance performed by the Association shall be limited to mowing of lawns and removal of snow in excess of two inches from any driveway and/or public or private walkway in front of any house. The owner of any lot shall be responsible for the original construction, as well as the repair, maintenance, and replacement of all improvements on any lot not otherwise described as the responsibility of the Association in this paragraph. The repair of a private driveway and/or a private sidewalk within any lot and any public sidewalk along the front of any lot shall be the responsibility of the owner of the lot. In addition, the Association shall be responsible for maintenance and repair of the storm water detention basin (lot 48), all drainage pipes leading to the basin, and any street, directional, and/or identification signs of the Properties.

ARTICLE VI

OTHER PROTECTIVE AND RESTRICTIVE COVENANTS

It is understood and agreed that all of the Properties are automatically under and subject to this Declaration as the same may be amended and recorded from time to time. All of the provisions of this Declaration, insofar as they apply to the Properties, shall be binding with respect to membership, assessments, and other matters concerning and connected with the Association.

ARTICLE VII
RESTRICTIVE COVENANTS AND EASEMENTS

Developer declares that the real property referred to in Article II hereof is and shall be held, transferred, sold, conveyed UNDER AND SUBJECT to the following conditions, covenants, easements and restrictions which shall be construed as covenants running with the land, which each Owner, by the acceptance of a deed from Developer or from a person who accepted a deed from Developer or successor in title of Developer, on behalf of themselves, their executors, administrators, heirs, successors, and assigns, agrees to keep and perform:

1. Each Lot shall be used for residential purposes only, and only one (1) single-family residential dwelling may be erected or maintained on each Lot. As part of each single-family residential dwelling constructed on a Lot, an integral or attached garage for at least two(2) but not more than three (3) automobiles must be erected. No outbuildings, clotheslines, dog pens, etc. or appurtenances, may be erected or placed on the Lot. Owners are strongly encouraged to construct a side loaded garage so that garage doors are not visible from the street. Home occupations and professional offices shall not be conducted or maintained on the premises, unless approved by Developer and, after transfer of control from Developer to the Association, unless approved by the Association. No unregistered motor vehicle may remain on the said Lot unless said motor vehicle is garaged. No cars, trucks, vans, etc. marked with private, commercial, industrial, or organizational lettering, logos, etc., are allowed to be kept in driveways. All vehicles are to be kept overnight within a garage.
2. No mobile home, shack, outdoor storage structure, or temporary structure shall be kept, maintained, or allowed on the premises except children's tents; nor shall any motor homes, recreational vehicles, campers, trailers, or boats be kept or stored on the premises except in a garage attached to the home.
3. No Lot may be used as a means of access or egress to or from any other real estate except with Developer's specific written consent.

4. No animals, livestock, horses, or poultry, of any kind shall be raised, bred, or kept on the premises except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and provided that there shall be kept on the premises within the residence no more than two (2) dogs and/or cats. No dog houses or kennels may be erected on the premises.

5. No building shall be erected, altered or placed upon any Lot and there shall be no landscaping or grading of any Lot or any removal of trees until the identity of the proposed builder and a complete set of plans and specifications for the same and a site plan shall first have been furnished to Developer at least thirty (30) days prior to construction and the proposed plans have been approved in writing by Developer, and Owner further agrees that no change shall be made in the identity of the builder or in said approved plans and specifications without the written approval of Developer, first being obtained. Developer reserves the right to approve or disapprove of any builder of a dwelling or improvement within the Properties. Developer reserves the right to delegate this responsibility to its agent to administer on Developer's behalf.

6. All submissions of plans for residential dwelling units and site plans for construction, proposed grading, and tree removals must be in duplicate, one (1) copy of which shall be retained by Developer. The second copy shall be marked with any review or approval comments and shall be returned to the Owner.

After receipt of the identity of the proposed builder, the plans, specifications and proposals, Developer shall approve or disapprove the same within fifteen (15) days. Developer may approve in part and disapprove in part, or otherwise qualify such approval, and may take into consideration aesthetic or other considerations or reasons as Developer shall deem suitable.

All site plans shall show the following:

- a. existing topography
- b. outline of all proposed structures and finished floor elevations including their locations relative to property lines, easement lines and building setbacks

- c. conceptual architectural building plans and building elevations that indicate the proposed color and texture of materials to be used on the exterior of the dwelling
- d. proposed driveways and sidewalks
- e. tree or brush clearing lines around structures, drives and walks
- f. proposed drainage control
- g. the scale of the plan (1" = 20' or similar) to allow proper review of proposed improvements
- h. finished grade contours and "spot" elevations for all graded areas
- i. erosion control measures that will be constructed to control water runoff until new grass and landscaping is established.
- j. proposed landscape improvements, e.g. retaining walls, decks, planting materials, fences, trash enclosures etc.
- k. location of required post light with dusk to dawn photo cell control
- l. access and/or utility easements and building setbacks
- m. Developer shall have the right to approve or disapprove any such plans or specifications, the identity of any builder, all grading, landscaping, and tree removal, and Developer shall have the right to require whatever screening it may deem suitable.
Developer may, at Developer's option, appoint a Design Review Board ("DRB"). Developer may assign and delegate any or all of Developer's rights and authority to the DRB.
- n. Each Owner acknowledges and agrees that any construction, improvement, or movement of soil on a Lot is under and subject to the restriction and regulation of the Soil Conservation District, and each owner shall be responsible for constructing and maintaining erosion and sedimentation controls in accordance with the approved plans, and each Owner hereby indemnifies and saves harmless Developer, its successors and assigns, from any loss,

damage or claim that Owner may have or incur as a result of the Owner's failure to construct and maintain proper erosion and sedimentation controls.

- o. Subsequent to approval and construction in accordance with Paragraph 5 above, Owner shall not alter or change the exterior of a building nor the landscaping or grading of any Lot without again complying with the provisions of Paragraph 5 above and Paragraph 7 below.

7. At least thirty (30) days prior to occupancy of the dwelling, a landscaping plan shall first have been furnished to Developer, and such plans shall have been approved in writing by Developer, and each Owner further agrees that no change will be made in said approved landscaping plan without the written approval of Developer first being obtained. All submissions of landscaping plans must be in duplicate, one copy of which shall be retained by Developer. After receipt of the landscaping plan, Developer shall approve or disapprove the same within fifteen (15) days. Developer may approve in part and disapprove in part, or otherwise qualify such approval, and may take into consideration aesthetic or other considerations or reasons as Developer shall deem suitable. Subsequent to approval and construction in accordance with this Paragraph 7, an Owner shall not alter or change the exterior of a building nor the landscaping or grading of any Lot without again complying with the provisions of Paragraph 5 above and this Paragraph 7.

8. The building and landscaping of any dwelling, garage, and driveway must be completed within one (1) year from the start of construction, or there shall be assessed against the Owner liquidated damages in the amount of fifty dollars (\$50.00) per day for that time beyond the foregoing one (1) year period during which such construction or landscaping is incomplete.

9. Minimum finished square footage of living space of each dwelling, excluding basement and garage, must be at least two thousand (2,400) square feet above road grade, subject to Developer's exclusive right to waive this provision as, in

Developer's judgment, may be required by special circumstances, and such decision of waiver shall be final.

10. Each dwelling built on a Lot shall have a value (combined house and lot) at the time of construction of no less than three hundred thousand dollars (\$300,000.00), said amount to be increased annually in accordance with increases of the Consumer Price Index for Urban Consumers (CPI-U), U. S. City Average, All Items, or its successor as determined by the U. S. Department of Labor subsequent to the date of this Declaration.

11. Neither Developer, nor its heirs, successors, or assigns, shall be liable in damages to any person or entity submitting any plans or request for approval or to any Owner 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 such plans or request. Every Owner who submits any plans or request to Developer for approval agrees, by submission thereof, and every Owner agrees, by acquiring title thereto, that he will not bring any such action or suit to recover any such damages.

12. An outdoor photocell actuated pole-light must be installed on each Lot prior to the completion of the dwelling unit and must be maintained thereafter. The pole light must be placed within five (5) feet of both the public walkway running parallel to the street and the driveway leading to the house. It must be lighted at all times from sundown to sunup, be regulated by an automatic day-and-night photocell wired directly to the dwelling circuit panel, and it must use at least a forty (40) watt incandescent bulb or equivalent. It is each Owner's responsibility to replace said bulb when required. No in-line switches are permitted to control the pole-light.

13. No fences shall be permitted unless approved by Developer. The procedure for approval of the design and location of the fence shall be in accordance with Paragraph 5 and Paragraph 7 above. All fences must comply with the requirements of the Fence Policy attached hereto as Exhibit "B".

14. Developer 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 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 Paragraph 5 and Paragraph 7 above and to take such other remedies as are available to Developer in law or equity.

15. Each Owner shall refrain from interference with natural drainage courses and sales along the roadways and along common property lines that have drainage improvements installed.

16. Except to the extent necessary for approved construction, at no time shall any Lot be stripped of its topsoil, or be stripped of its trees, or allowed to go to waste, or be neglected, excavated, or have refuse or trash thrown, placed, or dumped upon it. Developer and Developer's contractor's machinery shall have the right to enter upon any Lot for the purpose of removing trash, mowing, cutting, clearing, or pruning the Lot of any Owner had that permits the same to become unsightly or if the same detracts from the overall beauty, setting and safety of the Properties. In the event that Developer or its contractor removes trash, mows, cuts, clears, or prunes, then the expense of same may be recovered from Owner.

17. All trash, garbage, and refuse shall be stored within a garage in covered metal or plastic receptacles or otherwise concealed from view by an enclosure or screening as approved by Developer.

18. No sign of any kind shall be displayed to the public view on any Lot except when the house or Lot is for sale; in which case, one sign having an area of not more than five (5) square feet advertising the property for sale may be displayed. The foregoing notwithstanding, Developer may allow signs which exceed the size set forth in this paragraph for advertisement of the subdivision during development, gateway or subdivision name signs, whether temporary or permanent, and signs as may be appropriate for a model home at the location of the model home as described in Paragraph 26 below.

19. Each Owner must provide a paved driveway to the garage for off-street parking of at least four (4) vehicles (excluding garage spaces). Owners are encouraged to

consider stamped or embossed concrete or stamped bituminous driveways. The driveway from the street to the public sidewalk must be concrete. Pavers are encouraged to be used for sidewalks for private residences.

20. Each building shall be provided with gutters and downpours and all roof water shall drain to underground sumps. See attached Exhibit "C" for a detail of the approved sump design.

21. From the time of purchase, Owner shall be responsible for weed control and shall allow no unsightly growth to occur and shall comply with the ordinances of College Township.

22. Each Owner agrees that, within one (1) year of acquiring title to a Lot, the Owner shall cause to be constructed a five (5) foot wide concrete sidewalk parallel to the street as required by Developer and College Township.

23. No Lot shall be re-subdivided into two (2) or more lots. Lots may not be combined to form a larger lot. Developer reserves the right to adjust and alter property lines.

24. Owners are encouraged to keep the rear yard setback area in its natural state whenever possible. If this area in the opinion of both the Owner and Developer should be replanted, then it shall be done with native plant and tree species that will require a minimum of maintenance and will complement the natural aesthetics of Thompson Woods Preserve.

25. The exterior building materials on any house shall be extended down to within twelve (12) inches of grade around the entire building. No more than twelve (12) inches of exposed masonry block or a stucco type finish will be permitted on any part of the house including but not limited to basement walls.

26. Obstructions such as picnic tables, swing sets, toys, etc. within the outside area of the house are to be kept to a minimum in order to facilitate lawn mowing.

27. Developer, or its designee, may build and maintain a model home in the Properties provided that it is not used as a sales office and provided that it is used as a model home for no longer than fivethree (53) years. Developer may construct and

maintain more than one (1) model home, but only one (1) model home may be maintained at any one time.

28. Each reference to Developer herein shall mean Developer, its heirs, successors, and assigns, and, if after the period of the control of Developer, shall mean the Association. Developer shall have the right to grant and convey or assign any or all of its rights to enforce these restrictive covenants, reservations and easements to another person or persons or to a professional property manager. Upon such conveyance, grant or assignment, the person, persons, or entity shall have and shall succeed to all rights and duties with the same power as Developer. If Developer assigns any or all rights to the Association, the Association must accept the responsibility for the enforcement of those covenants, reservations, and easements so assigned.

29. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect the validity of any other provision, which shall remain in full force and effect.

30. The covenants and restrictions of this Declaration shall run with and bind the land and each Owner of any Lot subject to this Declaration, their respective legal representatives legal representatives, heirs, successors, and assigns.

31. Each Owner shall install a post and mailbox as specified by Developer which shall be uniform in appearance and location as determined by Developer. Location and mounting heights must be as specified by the State College Postmaster. Each Owner shall be responsible for the subsequent proper maintenance and/or replacement of any such post or mailbox, replacement to be by an identical, or as nearly identical as possible, to original post or mailbox.

32. All vent pipes that protrude through the roof of the home shall do so only on the back side of the roof peak and shall be painted black.

33. The restrictions and covenants contained in this Article VII shall remain full force and effect until December 31, 2022 and shall continue thereafter unless terminated by the Association.

ARTICLE VIII

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 Developer, the Association, or the Owner of any Lot subject to this Declaration, their 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 to change said covenants and restrictions in whole or in part and signed by the Owners of two-thirds of the Lots has been recorded. Provided, however, that no such agreement to change shall be effective unless made and recorded two years in advance of the effective date of such change and unless written notice of any such proposed agreement has been sent to every Owner at least ninety (90) days in advance of any action taken. The foregoing notwithstanding, until control of the Association has been turned over from Developer, Developer may make amendments to this Declaration and in the Plat Plans which may add additional area as Common Area or Easement Area and/or which may create additional obligations upon the Association; provided, any such amendments must foster the intent of this Declaration and not create any additional easement upon a Lot not owned by Developer unless the Owner of a Lot grants such easement.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Association or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to

restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or 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 Association shall be chargeable to the Owner of the Lot containing violations of these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

Section 4. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect the validity of any other provision, which shall remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused these Declarations to be executed as of the day and year above written.

WITNESS:

CHARLES H. SMITH, JAMES B. SMITH,
AND THOMAS L. SMITH, PARTNERSHIP

_____(SEAL)
Charles H. Smith, Partner

WITNESS:

_____(SEAL)
James B. Smith, Partner

WITNESS:

_____(SEAL)
Thomas L. Smith, Partner

TORRON GROUP, L.P.
By its General Partner

TORRON MANAGEMENT, LLC

WITNESS:

Thomas F. Songer, II, Managing Member

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the ____ day of _____, 2001, before me, a Notary Public, the undersigned officer, personally appeared **CHARLES H. SMITH, JAMES B. SMITH and THOMAS L. SMITH**, Partners, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the ____ day of _____, 2001, before me, a Notary Public, the undersigned officer, personally appeared **THOMAS F. SONGER, II, Managing Partner**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

Notary Public

TORRON GROUP, L.P.

By its General Partner

TORRON MANAGEMENT,

WITNESS:

(SEAL)

Thomas F. Songer, II, Managing
Member

COMMONWEALTH OF PENNSYLVANIA)

)SS:

COUNTY OF CENTRE)

On this, the ____ day of _____, 2001, before me, a Notary Public, the undersigned officer, personally appeared **THOMAS F. SONGER, II, Managing Member**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

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

Notary Public

EXHIBIT "B"

Fence Policy

1. Any fence must be located in the rear yard area of the home. No fence is permitted in the front or side yard unless it is a non-continuous decorative fence.
2. Any fence must follow the specified side yard and rear yard setbacks as specified on the attached diagram. Specifically, the minimum acceptable distance between the side or rear property line and any fence must be a minimum of ten feet (10').
3. Evergreen trees (e.g. hemlock, spruce, or pine) must be planted outside any fence at a maximum of ten foot (10') intervals. Trees are to be a minimum of three feet (3') high at the time of planting.
4. The maximum area that is allowed to be fenced is 4,000 square feet.
5. Attached are Exhibit "B-1", indicating types of fencing permitted, and Exhibit "B-2", indicating the general locations of a permitted fence. Any fence must be constructed of wood, polyvinylchloride (PVC), or wrought iron materials.
6. Any fence must be installed in a professional manner and must be regularly maintained and painted, if applicable, as necessary.
7. The maximum height for any fence is three (3) feet, six (6) inches.
8. Any fence must be approved and reviewed by Developer and the Thompson Woods Property Owner's Association prior to installation.
9. No fence and/or screening trees, as stipulated in Policy 3 above, shall be located within any access or utility easement area.