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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR REGULATION OF
COMMON AREAS AND OPEN SPACE
OF REMINGTON RIDGE, A PLANNED COMMUNITY

THIS DECLARATION is made on the date hereinafter set forth by EAGLE EQUITIES, a Pennsylvania General Partnership, hereinafter referred to as "Declarant".

R E C I T A L S

Declarant is the owner of certain property in the Township of Patton, County of Centre, State of Pennsylvania, known as Parcel 12 of Oakwood, a Planned Community, and being more particularly described on Appendix "A", attached hereto and by this reference made a part hereof. Declarant is developing this property as Remington Ridge, a Planned Community.

The purpose of this Declaration is to generally provide for the management and upkeep of the Common Area and Open Space of this Development.

NOW THEREFORE, Declarant hereby declares that all of the real estate described on Appendix "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the Common Area and Open Space, and which shall run with the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors

and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the REMINGTON RIDGE HOMEOWNERS ASSOCIATION, INC. a Pennsylvania Nonprofit Corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described in Appendix "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including, without limitation, all open space, common driveway and parking areas, as shown on the Final Plan of Parcel 12, Oakwood Planned Community.

Section 5. "Lot" shall mean and refer to any plot or parcel shown on any recorded development map of the land described on Appendix "A" hereof (with the exception of the Common Area and Open Space).

Section 6. "Declarant" shall mean and refer to EAGLE EQUITIES, a Pennsylvania General Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot, which is a part of the subject Properties, from the Declarant for the purpose of development.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment: 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 provisions:

(a) The right of the Association to suspend the voting rights and right to use of the common area facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations after hearing by the Board of Directions of the Association;

(b) The right of the 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 each class of members agreeing to such dedication or transfer has been recorded. Any such dedication or transfer shall meet the, then applicable, standards of the public agency, authority, or utility.

Section 2. Delegation of Use: Any Owner may delegate, in accordance with the Association Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

EASEMENTS AND RIGHTS-OF-WAY

Section 1. Final Plan Easements: The "Properties" shall be subject to the water, sewer, storm water and all other easements and rights-of-way set forth on the Final Plan for OAKWOOD, a Planned Community, as recorded in Centre County Plat Book 29 at page 90, and as from time to time amended, and such easements and rights-of-way set forth in the Preliminary/Final Subdivision Plan for REMINGTON RIDGE, as recorded in Centre County Plat Book 42 at Page 6, and as from time to time

owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, and (3) special assessments for maintenance and upkeep; 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 property against which 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.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and Open Space.

Section 3. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$81.00 per Lot.

(1) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than three (3%) percent above the maximum assessment for the previous year without a vote of the membership.

(2) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above three (3%) percent by the vote of two-thirds ($2/3$) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(3) The Board of Directors may fix the annual assessment at

an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements:

In addition to the annual assessments authorized above, the 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 each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Each assessment shall specify the due date.

Section 5. Special Assessments for Maintenance and Upkeep:

In addition to the annual assessments authorized above, the 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 maintenance and upkeep, including the cost of snow removal and patching of road surface, of the various easements and rights-of-way of the Properties. The assessment contemplated by this paragraph shall not be levied against the Properties as a whole, but rather shall be levied only against the Owners and Lots of a given parcel, based on the needs of that particular parcel. Any such assessment shall have the assent of a majority of Lot Owners of

the particular parcel, and shall specify the due date.

Any action authorized under this Section 5 may be taken upon receipt of written request signed by more than one-half (1/2) the Owners of Lots of a given parcel. Where the Association deems it advisable, a meeting of affected Lot Owners may be called, written notice of which shall be sent or delivered to such Owners not less than five (5) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members of or proxies entitled to cast twenty-five (25%) of all the votes of each class of membership shall constitute a quorum.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 and 4: Any action authorized under Section 3 or 4 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) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than six (60) days following the preceding

amended.

Section 2. Water Authority Easements. The Common Area and each Lot shall be under and subject to an easement in favor of the State College Borough Water Authority, its successors and assigns, for the purpose of access to shut-off water valves and for the purpose of reaching, repairing and replacing water meters on Lots.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A

(1) Class A member shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B

(2) The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot

meeting.

Section 7. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis except the assessments levied pursuant to Section 5 hereof.

Section 8. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) percent per annum. The Association may

bring an action at law against the Owner personally obligated to pay the same, or foreclosure 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 this Lot.

Section 10. Subordination of the Lien to Mortgages: 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 a 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.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement: The 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 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.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty-five (35) 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 thirty-five (35) year period by an instrument signed by not less than (90%) of the 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 in the Recorder of Deeds Office of Centre County, Pennsylvania, or its successor's Office. However, it is acknowledged that the existence of the Common Area and Open Space shown on the Final Plan was a condition of approval of such Plans, and therefore, the Association may not eliminate or terminate use of any of the Common Area or Open Space without the approval of Patton Township.

Section 4. Annexation: Additional residential property and

Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. Notice: Every Owner shall be responsible to furnish to the Association in writing with an address to which all notices to an Owner will be sent. If an Owner fails to furnish such address, the Association shall be deemed to have given valid written notice to all Owners of a Lot upon posting the notice on the Lot. Notice may also be given to an Owner in person or by posting certified mail to the last known address of the Owner.

ARTICLE VII

This Declaration supersedes and replaces any prior Declarations of covenants, conditions and restrictions for REMINGTON RIDGE, a Planned Community, or any like document, whether the same be recorded or not, provided however, that this Declaration is subject to the Master Plan for OAKWOOD, a Planned Community, as the same is recorded in Centre County Plat Book 29 at Page 90.

IN WITNESS WHEREOF, the Declarant has caused its name to be signed to these presents by all partners on this 11th day of October, 1990.

WITNESS:

Carol M. Hatfield

Carol M. Hatfield

Carol M. Hatfield

C. Merle Tischler
C. Merle Tischler, Partner

James T. DeVoss
James T. DeVoss

Dorothy A. DeVoss
Dorothy A. DeVoss

TERRA 2000, LTD., Partner

ATTEST:

Robert N. Lehm

By C. Merle Tischler, Pres.
C. Merle Tischler, President

LAUBSHER INDUSTRIES, INC., Partner

ATTEST:

Robert N. Lehm

By William Roy Laubsher
William Roy Laubsher, President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS

On this, the 10TH day of October, 1990, before me,
a Notary Public, the undersigned officer, personally appeared C.
MERLE TISCHLER, individually and as President of Terra 2000,
Ltd., (known to me or satisfactorily proven) to be the person
whose name is are 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 notarial
seal.

Michelle R. Rishel
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CENTRE) SS

NOTARIAL SEAL
MICHELLE R. RISHEL, Notary Public
State College Boro, Centre County, Pa.
My Commission Expires Nov. 1, 1993

On this, the 11TH day of October, 1990, before me,
a Notary Public, the undersigned officer, personally appeared
JAMES T. DeVOSS and DOROTHY A. DeVOSS, husband and wife, (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 notarial
seal.

Michelle R. Rishel
Notary Public

NOTARIAL SEAL
MICHELLE R. RISHEL, Notary Public
State College Boro, Centre County, Pa.
My Commission Expires Nov. 1, 1993

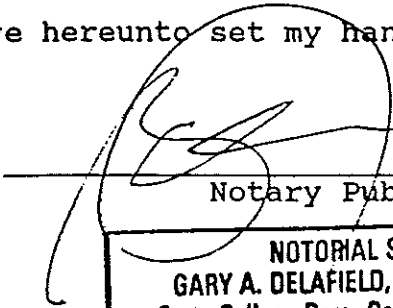
COMMONWEALTH OF PENNSYLVANIA)

SS

COUNTY OF CENTRE)

On this 10th day of October, 1990, before me, a Notary Public, the undersigned officer, personally appeared WILLIAM ROY LAUBSHER, who acknowledged himself to be the President of Laubsher Industries, Inc., a corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

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


Notary Public

NOTORIAL SEAL
GARY A. DELAFIELD, Notary Public
State College Boro, Centre County, Pa
My Commission Expires Oct. 29, 1990

APPENDIX "A"

ALL those certain tracts of land situate in Patton Township, Centre County, Pennsylvania, bounded and described as follows, to-wit:

TRACT NO. 1

BEGINNING at an iron pin set on a northerly right-of-way line of Oakwood Avenue (70 feet wide) and at a southwesterly property corner of lands designated as open space; thence along aforementioned Oakwood Avenue right-of-way by the arc of a curve to the right with the radius being 652.38 feet, the central angle being $18^{\circ} 17' 45''$, the arc length being 219.71 feet and the chord being $N 86^{\circ} 08' 53'' W$, 218.67 feet to a concrete monument; thence $N 0^{\circ} 51' 40'' W$, 120.32 feet along Lot 1 of Parcel 12 to an iron pin; thence $N 59^{\circ} 25' 17'' E$, 201.46 feet along Lot 3 of Parcel 12 to an iron pin; thence $S 11^{\circ} 05' 12'' E$, 242.00 feet along open space to an iron pin at the place of beginning.

CONTAINING 0.8594 acres gross area.

BEING Lot 4 of Parcel 12 of the Oakwood Planned Community, shown and described more clearly on the Final Plan recorded in Centre County Plat Book 29 at page 90.

BEING the same premises granted and conveyed unto Eagle Equities by Deed of First Service Corporation dated May 2, 1988, and recorded in Centre County Deed Book 463 at page 597.

TRACT NO. 2

BEGINNING at an iron pin set at the common property corner of Lots 1, 4, and lands herein described; thence $N 37^{\circ} 00' 00'' W$ along said Lot 1, a distance of 93.00 feet to an iron pin set at the southeast property corner of Lot 2; thence $N 33^{\circ} 22' 51'' E$ along said Lot 2, a distance of 168.14 feet to an iron pin set on a southerly property line of lands designated as "Open Space"; thence $S 50^{\circ} 40' 00'' E$ along said "Open Space", a distance of 177.00 feet to an iron pin set at the north property corner of Lot 4; thence $S 59^{\circ} 25' 17'' W$ along Lot 4, a distance of 201.46 feet to the iron pin at the place of beginning. CONTAINING 0.5535 acres of land gross area.

BEING Lot 3 of Parcel 12 of the Oakwood Planned Community, shown more clearly on the Final Plan of Parcel 12, Oakwood-Phase 1, prepared by Sweetland Engineering and Associates, Inc. and recorded in Centre County Plat Book 29 at Page 90.

BEING the same premises granted and conveyed unto Eagle Equities by Deed of Eleanor H. Croyle dated May 2, 1988, and recorded in

Centre County Deed Book 463 at page 594.

TRACT NO. 3

THE FIRST THEREOF:

BEGINNING at a concrete monument on a northerly right-of-way line of Oakwood Avenue (70 feet wide) and at the southwest property corner of Lot 4, Parcel 12; thence N 76° 30' 00" W along said Oakwood Avenue right-of-way, a distance of 245.25 feet to an iron pin set at a southeast property corner of lands designated as "Open Space"; thence N 30° 51' 07" E along said "Open Space", a distance of 232.00 feet to an iron pin set at the southwest property corner of Lot 2, Parcel 12; thence S 44° 56' 27" E along said Lot 2, a distance of 87.37 feet to an iron pin set at the southwest property corner of Lot 3, Parcel 12; thence S 37° 00' 00" E along said Lot 3, a distance 93.00 feet to an iron pin set at the northwest property corner of aforementioned Lot 4; thence S 0° 51' 40" E along Lot 4, a distance of 120.32 feet to the concrete monument at the place of beginning.

CONTAINING 0.7959 acres of land gross area.

BEING Lot 1 of Parcel 12 of the Oakwood Planned Community, shown more clearly on the Final Plan of Parcel 12, Oakwood-Phase 1, prepared by Sweetland Engineering and Associates, Inc. and recorded in Centre County Plat Book 29 at page 90.

THE SECOND THEREOF:

BEGINNING at an iron pin set on the northerly property line of Lot 1, Parcel 12 and at the southwest property corner of Lot 3, Parcel 12; thence N 44° 56' 27" W along said Lot 1, a distance of 87.37 feet to an iron pin set on an easterly property line of lands designated as "Open Space"; thence N 12° 39' 20" E along said "Open Space", a distance of 96.46 feet to an iron pin; thence S 83° 20' 00" E along same, a distance of 134.00 feet to an iron pin set at the north property corner of aforementioned Lot 3; thence S 33° 22' 51" W along Lot 3, a distance of 168.14 feet to the iron pin at the place of beginning.

CONTAINING 0.3127 acres of land gross area.

BEING Lot 2 of Parcel 12 of the Oakwood Planned Community, shown more clearly on the Final Plan of Parcel 12, Oakwood-Phase 1, prepared by Sweetland Engineering and Associates, Inc. and recorded in Centre County Plat Book 29 at page 90.

BEING the same premises granted and conveyed unto Eagle Equities by Deed of Elwood E. Bartes, et. ux., dated April 19, 1988, and recorded in Centre County Deed Book 463, at page 601.