

Canterbury Crossing Customer Documents

- 1. Master Declaration of Protective Covenants – 11/4/88**
- 2. Declaration of Restrictive Covenants – 5/29/89**
- 3. First Supplemental Declaration – 11/4/88**
- 4. First Amendment to the Supplemental Declaration – 9/26/03**
- 5. First Amendment to Covenants, Conditions, and Restrictions – 9/30/03**
- 6. Amendment to Declarant Rights – 9/30/14**
- 7. By-Laws of Canterbury Crossing**
- 8. 2017 Budget**
- 9. Declaration Plat**

**MASTER DECLARATION
OF PROTECTIVE COVENANTS**

CANTERBURY CROSSING

Recorded on May 2, 1989
in Centre County Recorder of Deeds Office
Record Book 483 Page 395 thru 1012

483
Book

345
page

FIRST SUPPLEMENTAL DECLARATION
OF
COVENANTS AND RESTRICTIONS
CANTERBURY CROSSING PLANNED RESIDENTIAL DEVELOPMENT

This Supplemental Declaration, made this 4th day of *November*, 1988, (referred to separately in this document as the "Supplemental Declaration" and which term sometimes is referred to in this document by use of such words as "hereto", "herein", "hereof" and "hereunder", or other descriptive words or phrases having similar import), by S & A Custom Built Homes, Inc. (hereinafter "the Declarant"), a Pennsylvania business corporation to the Declaration of Covenants, Conditions and Restrictions, dated *November 4*, 1988 (the "Original Declaration"), for the Canterbury Crossing Planned Residential Development, located in College Township, Centre County, Pennsylvania (the "Development");

WITNESSETH:

WHEREAS, Declarant owns certain property located in College Township, Centre County, Pennsylvania, more particularly described and defined as the "Properties" in the Original Declaration, the legal description of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, Declarant made the Properties subject to certain covenants and restrictions in furtherance of the plan

HAZEL M. PETERS
RECORDER OF DEEDS
CENTRE COUNTY

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of development and for the benefit of owners of property within the Development by recording the Original Declaration, on *May 1*, 1988, in the Office of the Recorder of Deeds, Centre County, Pennsylvania at Deed Book *483*, Page *370*; and

WHEREAS, the Declarant desires to sell building lots within a portion of the Properties for the construction thereon of single family detached dwellings, to be known and designated as Canterbury Crossing Planned Residential Development, Phase I on the plat submitted to College Township for final approval; and

WHEREAS, the Declarant desires to supplement the Original Declaration to set forth certain supplemental provisions, restrictions and covenants applicable to development of Phase I as herein defined.

NOW, THEREFORE, the Declarant declares that the Canterbury Crossing Planned Residential Development, Phase I, as described in Article II hereof, is and shall be held, transferred, sold, conveyed, leased, occupied, maintained and repaired subject to the covenants, restrictions, equitable servitudes, easements, charges and liens set forth in the Original Declaration, as supplemented hereby.

ARTICLE I
DEFINITIONS

Section 1. The terms and phrases used herein shall have the meanings specified in the Original Declaration and, where applicable, as specified in the Preamble hereof and in this section. The following terms and phrases shall have the following meanings herein unless the context clearly otherwise requires:

(a) "Original Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Canterbury Crossing Planned Residential Development, as amended or supplemented.

(b) "Phase I Final Plan" shall mean the Subdivision Plan for Canterbury Crossing Planned Residential Development, Phase I, as approved , 1988, being a portion of the Canterbury Crossing PRD platting, inter alia, the Phase I Properties and the Units therein, recorded in Centre County at Plan Book , Volume , Page , as amended or supplemented.

(c) "Phase I" or "Phase I Properties" shall mean and refer to the entire parcel of land more particularly described on Exhibit "B" attached hereto and made a part hereof,

including the Units as shown on the Phase I Final Plan and all improvements thereto and also including the Single Family Detached Dwellings to be constructed thereon and any other improvements such as streets, roads, alleys, garage buildings, parking areas, pedestrian walkways and other improvements constructed upon said parcel pursuant to the provisions hereof.

(d) "Residence" shall mean a single family detached dwelling, which shall be intended for use and occupancy by one family.

ARTICLE II

CANTERBURY CROSSING

PLANNED RESIDENTIAL DEVELOPMENT, PHASE I PROPERTIES

Section 1. The Property. The entire parcel of real estate more particularly described on Exhibit "B" attached hereto and made a part hereof, together with any improvements thereto, defined herein as the Canterbury Crossing Planned Residential Development, Phase I Properties are hereby made subject to this Supplemental Declaration and shall be held, transferred, sold, conveyed, occupied, maintained and improved subject to the provisions of the Original Declaration, as supplemented hereby. The covenants, restrictions and provisions of this Supplemental Declaration shall apply only to

the Canterbury Crossing Planned Residential Development Phase I Properties unless extended to other property within the Development or unless otherwise made applicable to additional property as provided in the Original Declaration, and in either case, upon the recording of an appropriate supplemental declaration with respect thereto.

ARTICLE III

ARCHITECTURAL CONTROL: PROTECTIVE COVENANTS

Section 1. Review by Committee. No Improvements or landscaping, planting, clearing, paving, grading, excavation or fill, shall be commenced, erected or maintained on the Units within the Canterbury Crossing Planned Residential Development, Phase I Properties, nor shall any exterior additions to, or changes or alterations thereof be made, until the plans and specifications, including lot elevations have been submitted to and approved in writing by the Association or by an architectural control committee pursuant to Article IX of the Original Declaration. The Association or the architectural control committee may request of the Owner such additional information as may be necessary for its understanding and consideration of the plans and specifications which are submitted. In the event the aforesaid approval or disapproval is not provided within thirty (30) days after the plans and

specifications have been submitted to the Association or architectural control committee, approval shall be deemed to have been given.

Section 2. Protective Covenants. The following restrictions are imposed as a common scheme upon all Units within Canterbury Crossing Planned Residential Development, Phase I Properties:

(a) No structure other than one (1) single family dwelling house (Residence) with private garage shall be erected on any Unit excepting, however, that swimming pools shall be permitted hereby, subject as aforesaid to review by the Association or architectural control committee; nor shall any Unit or Improvement thereon be used for business, commercial or manufacturing purposes.

(b) Any Residence constructed on a Unit within Phase I, shall contain a minimum gross living area of 1,800 square feet for a one (1) story Residence and 2,500 square feet for any Residence over one (1) story, excluding porches, breezeways, decks, finished basement areas, wine cellars, storage facilities and garages.

(c) No Residence, garage or Improvement shall be constructed on any Unit which exceeds two and one-half (2 1/2) stories in height above grade, as visible from the front building line.

(d) A private garage, if constructed on the Unit shall accommodate not more than three (3) cars and shall be used solely in connection with the residential purposes set forth in section (a) herein. The garage shall be harmonious and compatible in design and size with the Residence.

(e) No building having an exterior finish other than brick, stone, wood, stucco, vinyl or aluminum shall be constructed on any Unit unless approved by the Association or the architectural control committee. The exterior walls of any Residence or garage shall extend so as not to show more than thirty (30) inches of reveal of the foundation and parged walls shall be considered part of the foundation.

(f) Construction of the Residence to be erected on any Unit herein shall be commenced within six (6) months from the date of the Agreement of Sale for the Unit. If construction does not commence within the six (6) month period then the Declarant, at its option, shall have the absolute

right to terminate the Agreement of Sale and shall thereupon refund all deposit monies made in connection therewith.

(g) Each Owner shall construct either a bituminous surface or concrete driveway, as shall be specified by the Association or the architectural control committee, from the surface cartway of the street to any garage within twelve (12) months from the time construction of any building commences. Each Owner shall also construct concrete sidewalks as may be required by the Township or other governmental agencies. In the event sidewalks are installed and the driveway is constructed of bituminous materials, the terminus of the driveway between the edge of the sidewalk bordering the street and the edge of the sidewalk facing the Residence shall also be concrete in order to provide a continuous concrete surface walkway.

(h) No drying or airing of any clothing or bedding shall be permitted outdoors within the area of any Unit or Common Properties within Phase I, and clothes hanging devices such as lines, reels, poles, frames, etc., shall not be erected.

(i) No trees may be planted within ten (10) feet of the line of any street, without the consent of the Declarant,

said area being reserved for street right of way and the Declarant reserves the right to plant trees up to five (5) feet inside any Unit line which parallels the street.

(j) All utilities, including, but not limited to, electric, cable television and telephone shall be underground where feasible.

(k) A sunlight activated post light between the street and the front building line of the Residence shall be installed, maintained and operated on each Unit. The design of the light is subject to review and approval by the Association or the architectural control committee.

(l) No tank for storage of ten (10) gallons or more of gas or liquids may be maintained on any Unit, provided, however, that this provision does not preclude installation of underground storage tanks for home heating fuel.

(m) Areas for the temporary storage of garbage, refuse, rubbish or plant cuttings shall be located behind the rear building line of the Residence in an area unobtrusive to view from any other portion of the land of the Phase I Properties and shall be concealed by vegetative screening or fencing, of a design and material approved by the Association

or by an architectural committee pursuant to Article IX of the Original Declaration. Containers provided by the Owner shall not be placed on any street, sidewalk, parking area or Common Properties except when necessary for collection.

(n) No boats of any type shall be permitted on a Unit or Common Properties.

(o) No outside radio or television antennas (including satellite dishes) shall be erected on the property of a Unit within Phase I Properties unless approval of the same has been granted by the Association or its designated committee.

(p) No commercial or other non-passenger vehicle of any type and no unlicensed or non-operational motor vehicle of any type shall be permitted to remain overnight on any Common Properties or on any street or on any Unit nearer to any street than the rear building line of the Residence erected on said Unit within the Phase I Properties other than as may be used by the developer in conjunction with building operations.

(q) No noxious, unsightly or offensive activity, including vehicle repairs, shall be conducted on any Unit or on the streets, or Common Properties nor shall anything be permitted to be done thereon which may be or may become an

annoyance or nuisance to the residents of the Phase I Properties.

(r) No surplus earth, ground or fill shall be removed from any Unit without the consent of the Declarant, or its agent, at whose direction such surplus earth, ground or fill shall be delivered at the expense of the Owner to any location within the Canterbury Crossing Planned Residential Development.

(s) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Unit except that dogs, cats or other domesticated household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and further providing that no more than two ³(2) pets in the aggregate may be kept on any such Unit unless otherwise authorized by the Association, and said pets must be housed indoors and Owners shall conform to all local ordinances and regulations applicable to such animals.

(t) No sign of any kind shall be displayed to public view on any Unit except those used by the Declarant or approved by the Association or the architectural control committee as provided in the Original Declaration.

ARTICLE IV
EXTERIOR MAINTENANCE

Section 1. Maintenance Caused Through Act of Owner.

In the event that the need for exterior maintenance is caused:

- (a) through the negligent or willful act of the Owner, his family, guests, or invitees; or
- (b) by an alteration or change by any Owner, other than Declarant or the Association, of any Improvement,

the cost of such maintenance shall be added to and become a part of the general assessment to which such Unit is subject.

Section 2. Failure of Owner to Maintain. In the event an Owner of any Unit in the Phase I Properties shall fail to maintain the Unit, with Improvements situated thereon in a manner satisfactory to the Association, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Unit and the exterior of the buildings and any other improvements erected thereon. The cost of such maintenance shall be added to and become part of the general assessment to which such Unit is subject.

ARTICLE V
COMMON UTILITY LINES

In order to provide the Owners within the Phase I Properties with underground utility lines, it may be required from time to time that two Units be served with a common service entrance line. Owners of Units with such lines agree to cooperate fully with applicable utility service providers concerned therewith for all maintenance, repair and other measures as may be necessary to provide adequate and proper service to the Owners served thereby.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of the covenants, restrictions and provisions herein shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, as provided in [Article IX, Section 3] of the Original Declaration. 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.

Section 2. Duration. The covenants and restrictions of this Supplemental Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any land subject to this Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Supplemental Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 3. Severability. The provisions herein shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof, shall not affect the validity or enforceability of any other provision or portion thereof or of the Original Declaration unless such deletion shall destroy the

uniform plan for the development and operation of the Properties which the Original Declaration is intended to create.

Section 4. Provisions of Original Declaration. All terms, conditions, restrictions, covenants and provisions of the Original Declaration, except to the extent that the same are supplemented hereby, are ratified and confirmed and are declared to be and shall be and remain in full force and effect and shall apply in all respects to this Supplemental Declaration and to the Phase I Properties and the Owners of Units within the Phase I Properties, all as shall be applicable and appropriate as if the same were repeated in full herein; Provided, however, that the provisions of the Original Declaration always shall be construed so as to give proper effect and meaning to the provisions of this Supplemental Declaration.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Declarant has executed this Supplemental Declaration as of the day and year first above written.

S & A CUSTOM BUILT HOMES, INC.

By: Robert S. Paul
(Vice) President

ATTEST:

Sandra L. Poole
(Assistant) Secretary

(SEAL)

COMMONWEALTH OF PENNSYLVANIA

:
:
: SS.
:

COUNTY OF

On this 4th day of November, 1988, before me, the undersigned officer, personally appeared Robert E. Poole, who acknowledged himself to be (Vice) President of S & A Custom Built Homes, Inc., the developer of the Canterbury Crossing Planned Residential Development as defined therein and that he as such (Vice) President does depose and say that the foregoing Supplemental Declaration is a supplement to the Declaration of Covenants and Restrictions, duly adopted by S & A Custom Built Homes, Inc., and desires that it be recorded as such.

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

Marjorie Ann Shaffer
Notary Public

My Commission Expires:

Notarial Seal Marjorie Ann Shaffer, Notary Public State College Borough, Centre County My Commission Expires Feb. 3, 1992
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ALL that certain tract of land located in College Township, Centre County, Pennsylvania being Phase I as shown on the General Plan Canterbury Crossing PRD dated April 18, 1988 by Uni-Tech, Inc., State College, Pennsylvania being bounded and described as follows:

BEGINNING at an iron pin lying in a northerly R/W of Scenery Drive (Var. R/W) and being an easterly corner of lands owned now or formerly by Rolling Ridge Development Co., Inc. (D.B. 444, Pg. 246), thence along said lands, N 39° 24' 30" W, 250.50 feet to an iron pin lying in said line and being a westerly corner of lands owned now or formerly by the Centre Hills Country Club (MS. Bk. 104, Pg. 857), thence along said lands, N 51° 26' 00" E, 640.12 feet to an iron pin lying in said line and being a westerly corner of lands owned now or formerly by Centre Hills Country Club and Centre Hills Realty Inc. (D.B. 364, Page 1020), thence along said lands, N 84° 44' 50" E, 613.16 feet to an iron pin, thence S 24° 43' 51" E, 425.95 feet to an iron pin lying in a northerly R/W of Scenery Park Drive, thence along the Scenery Park Drive R/W along a curve to the left, having a chord bearing of, N 66° 59' 12" E, a chord distance of 230.87 feet, a radius of 447.71 feet and an arc distance of 233.51 feet to an iron pin lying in said R/W, thence S 24° 19' 20" E, 56.46 feet to an iron pin lying in an easterly R/W of Scenery Drive and lying in a southerly R/W of Brandywine Drive (50' R/W), thence along the Brandywine Drive R/W along a curve to the left, having a chord bearing of, N 35° 17' 10" E, a chord distance of 488.29 feet, a radius of 800.00 feet and an arc distance of 496.20 feet to an iron pin lying in said right-of-way and lying in a westerly R/W of Asbury Lane (50' R/W), thence along the Asbury Lane R/W along a curve to the right, having a chord bearing of, S 04° 27' 41" E, a chord distance of 577.48 feet, a radius of 307.00 feet and an arc distance of 751.63 feet to an iron pin lying in said right-of-way, thence continuing along said R/W, S 65° 40' 40" W, 225.00 feet to an iron pin lying in said R/W and lying in an easterly R/W of Scenery Drive, thence crossing the Asbury Lane R/W and along Scenery Drive R/W, S 24° 19' 20" E, 218.00 feet to an iron pin, thence continuing along the Scenery Drive R/W along a curve to the left, having a chord bearing of, S 39° 33' 38" E, a chord distance of 360.08 feet, a radius of 685.00 feet and an arc distance of 364.36 feet to an iron pin, thence continuing along the Scenery Drive R/W along a curve to the left, having a chord bearing of, S 73° 01' 14" E, a chord distance of 268.92 feet, a radius of 430.00 feet and an arc distance of 273.51 feet to an iron pin lying in said right-of-way, thence crossing said R/W, S 05° 26' 49" W, 347.51 feet to an iron pin lying in a northerly line of lands owned now or formerly of Michael R. Cannon and B. Kenneth Johnston (D.B. 163, Page 227), thence along said lands, S 60° 15' 00" W, 38.21 feet to an iron pin being a westerly corner of said lands and being a northerly corner of lands owned now or formerly by

Walter F. and Michele Ebaugh (D.B. 414, Page 24), S 60° 42' 19" W, 330.35 feet to an iron pin being a westerly corner of said lands and being a northerly corner of lands owned now or formerly of Amos Neyhart (D.B. 185, Page 21) and being an easterly corner of lands owned now or formerly by Lane E. Carpenter (D.B. 358, Page 49), thence along the Carpenter lands and lands owned now or formerly by George C. and Kathryn L. Ward (D.B. 432, Page 1,125) and lands owned now or formerly by Marlowe D. Froke (D.B. 429, Page 710), N 23° 27' 15" W, 858.91 feet to an iron pin being a northerly corner of the Froke lands and being an easterly corner of lands owned now or formerly by Richard F. and Lori F. DeFluri (D.B. 441, Page 303), thence along the DeFluri lands, N 24° 19' 20" W, 385.36 feet to an iron pin, thence continuing along the DeFluri lands, S 73° 46' 18" W, 44.80 feet to an iron pin, thence continuing along said lands, N 24° 37' 17" W, 56.57 feet to an iron pin, thence continuing along said lands, N 69° 37' 17" W, 428.16 feet to an iron pin being a northerly corner of said lands and lying in a southerly right-of-way of Scenery Drive (Variable R/W), thence crossing Scenery Drive, N 19° 57' 48" E, 66.32 feet to an iron pin lying in a northerly right-of-way of Scenery Drive, thence along Scenery Drive along a curve to the left having a chord bearing of N 74° 40' 05" W, a chord distance of 99.37 feet, a radius of 602.96 feet and an arc distance of 97.48 feet to an iron pin, thence continuing along said right-of-way along a curve to the left having a chord bearing of N 85° 45' 51" W, a chord distance of 135.77 feet, a radius of 602.96 feet and an arc distance of 136.06 feet to an iron pin, thence continuing along said right-of-way along a curve to the left having a chord bearing of S 81° 29' 02" W, a chord distance of 132.07 feet, a radius of 602.96 feet and an arc distance of 132.33 feet to an iron pin, thence continuing along said right-of-way along a curve to the left having a chord bearing of S 67° 19' 38" W, a chord distance of 165.11 feet, a radius of 602.96 feet and an arc distance of 165.63 feet to an iron pin, thence continuing along said right-of-way along a curve to the left having a chord bearing of S 57° 04' 54" W, a chord distance of 50.00 feet, a radius of 602.96 feet, and an arc distance of 50.01 feet to an iron pin, thence continuing along said right-of-way along a curve to the left having a chord bearing of S 47° 40' 04" W, a chord distance of 147.75 feet, a radius of 602.96 feet and an arc distance of 148.12 feet to an iron pin, thence continuing along said right-of-way along a curve to the left having a chord bearing of S 31° 24' 45" W, a chord distance of 193.17 feet, a radius of 602.96 feet and an arc distance of 194.01 feet to an iron pin, being the place of beginning; containing 22.519 acres.

CANTERBURY CROSSING HOMEOWNERS ASSOCIATION INC

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Recorded on May 2, 1989
in Centre County Recorder of Deeds Office
Record Book 483 Page 370 thru 394

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CANTERBURY CROSSING

COPY

THIS DECLARATION, made this 4th day of November, 1988, by S & A Custom Built Homes, Inc (hereinafter the "Declarant"), developer of the Canterbury Crossing Planned Residential Development located in College Township, Centre County, Pennsylvania.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in College Township, Centre County, Pennsylvania which is more particularly described as Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant desires to subdivide and develop the Properties as a residential community to be known as Canterbury Crossing including but not limited to single family residences, townhouses, patio and garden apartments and condominium units; and

WHEREAS,, Declarant desires to sell and convey the Units within the Properties pursuant to a general plan of development as provided herein.

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "A" attached hereto is held and shall be held, transferred, sold, occupied and conveyed subject to the easements, restrictions, covenants, equitable servitudes, liens, terms and conditions hereinafter set forth all of which are declared and agreed to be in furtherance of a plan for the development, improvement and sale of the Properties and are for the purpose of protecting the value and desirability of said real property, and which shall be binding upon all parties having any right, title and interest therein and their heirs, administrators, successors and assigns. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of the Units in favor of all such Units, with each Owner covenanting and agreeing with each and every other Owner and with Declarant, and for their mutual benefit, that the Owners, their heirs, administrators, successors and assigns will faithfully keep, observe and perform the covenants and conditions thereof for the benefit of each and every other Owner; to grant each and every Owner the right to enforce, in law or in equity, the performance hereof by each and every other Owner; and to operate as covenants running with the land for the benefit of

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each and every Unit within the Properties and their respective Owners, present and future.

ARTICLE I DEFINITIONS

The following words, when used in this Declaration, as amended or supplemented (unless the context clearly provides otherwise), shall have the following meanings:

Section 1. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association as they exist from time to time.

Section 2. "Association" shall mean and refer to the Canterbury Crossing Homeowners Association, Inc., a Pennsylvania corporation not for profit, its successors and assigns.

Section 3. "Board" shall mean the Board of Directors of the Association elected pursuant to provisions hereof and the By-Laws.

Section 4. "Common Expenses" shall mean and refer to expenditures for services, operation and maintenance related to the Common Properties as required and authorized to be performed by the Association, pursuant to the provisions hereof.

Section 5. "Common Properties" shall mean and refer to any and all real property, or interest therein, whether improved or not, which shall be delineated on any final plat as adopted by Declarant, approved and recorded as a final PRD plan and which may, from time to time, be conveyed or dedicated by the Declarant or such other person in accordance with this Declaration to the Association and designated as Common Properties for the common use and enjoyment of the Owners.

Section 6. "Condominium Units" shall mean units which shall be subject to the provisions of the Pennsylvania Uniform Condominium Act, 68 P.S. §3101, et seq, as amended or supplemented or any successor legislation of similar import, pursuant to certain Declarations of Condominium to be made and duly filed by Declarant.

Section 7. "Declarant" shall mean and refer to S & A Custom Built Homes, Inc., a Pennsylvania corporation, or the successors and assigns to the rights of the Declarant hereunder.

Section 8. "Declaration" shall mean and refer to this instrument as it may from time to time be amended or supplemented.

Section 9. "Improvements" shall mean and refer to any man-made changes in the natural condition of the land including, but not limited to, structures and construction of any kind, whether above or below the land surface such as any building, fence, wall, sign, addition, alteration, screen enclosure, sewer, drain, disposal, lake, waterway, road, paving, utilities, grading, signs and exterior illumination and shall not be limited to any changes in any exterior color or shape and any new exterior construction or exterior improvement

Section 10 "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Unit, which owner and holder of said mortgage shall be the Declarant, a bank, a mortgage corporation, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

Section 11. "Lot" shall mean and refer to any plot of land shown upon any recorded final plat of the Properties with the exception of Common Properties as heretofore defined.

Section 12. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Recorder of Deeds of Centre County, Pennsylvania, whether it be the Declarant, one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Unit. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Section 13. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto.

Section 14. "Supplemental Declaration" shall mean any declaration of covenants, conditions and restrictions to be filed for the purposes herein authorized and which shall set forth supplemental provisions for all or a portion of the Properties.

Section 15. "Unit" shall mean a portion of the Properties intended for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning

(by way of illustration, but not limitation) any condominium unit, apartment unit, patio or zero lot line home, or any Lot intended for single family use, as may be developed, used and defined as herein provided or as provided in subsequent amendments, covering all or a part of the Properties; provided, further, the term shall also include all portions of the lot owned as a part of any structure thereon; and provided, further, each apartment or condominium unit within an apartment or condominium building shall be a Unit, but the building itself shall not be or constitute a Unit.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of use and enjoyment in and to the Common Properties which shall be appurtenant to and shall pass with the title to every Unit, subject to the following:

A. The right of the Association to suspend the voting rights and the right to use Common Properties or any facility thereon by an Owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed 60 days for an infraction of rules and regulations as may be adopted by the Association;

B. The right of the Declarant at any time to dedicate or transfer all or any part of the Common Properties to any public agency or authority for such purposes and subject to such conditions as Declarant, in its sole discretion, may determine. The right of the Association, after conveyance of all or any part of the Common Properties to it by Declarant, to dedicate or transfer same to any public agency or authority for such purposes and subject to such conditions as may be approved by the members of the Association. No such dedication or transfer by the Association shall be effective unless an instrument executed on behalf of the Association upon the approval of two-thirds (2/3) of the votes cast by members agreeing to such dedication or transfer, is recorded. The effect of such dedication or transfer by either the Declarant or the Association, shall be to terminate the provisions of, and rights and obligations of all parties bound by this Declaration with respect to such dedicated or transferred area;

C. The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Properties and in aid thereof, to mortgage any said properties and the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder;

D. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;

E. The right of the Association to charge reasonable admission and other fees and to adopt rules and regulations for the use of the Common Properties;

F. The right of the Declarant, and of the Association, to grant and reserve easements and rights-of-way through, under, over and across the Common Properties, with or without limitation as to the location thereof within the Common Properties, for purposes of installing, maintaining, repairing, replacing and inspecting all lines and appurtenances for public or private water, sewer, drainage, fuel oil, telephone, cable television and other utilities (including the interconnection of any such utilities with other properties of Declarant), with the right of the Grantees of such easements to have full access over and across all portions of the Common Properties consistent with the full exercise and enjoyment of such easements and rights-of-way for the repair, maintenance, relocation or replacement of any such utilities.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Properties and any facility thereon to the members of his family, his tenants, guests, invitees, or contract purchasers who reside on a Unit, but such delegation shall be subject to and limited by the terms and conditions of this Declaration and the Articles and By-Laws of the Association.

Section 3. Easement of Ingress, Egress and Regress. Each Owner of a Unit, the members of his family, his tenants and all contract purchasers who reside on a Unit and their respective guests and invitees shall have a right and easement of ingress, egress and regress over and across those portions of the Common Properties as shall be from time to time improved as streets or other pathways, subject to the right of the Association to adopt traffic and parking regulations and to specify that such right and easement over certain of such areas shall be limited to pedestrian traffic or non-commercial motor

vehicle traffic, as the case may be. Such easement and right, subject as aforesaid, shall be appurtenant to and shall pass with the title to every Unit.

Section 4. Conveyance to Association. The Association shall be obligated to accept any and all deeds of conveyance delivered to it by the Declarant, which deeds convey title to Common Properties. The Declarant may convey all rights and interests in the Common Properties to the Association not later than one hundred twenty (120) days after the Declarant relinquishes control of the Association pursuant to Article III, Section ~~5~~ ⁴ herein.

ARTICLE III ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Members. Every Owner including the Declarant shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and any such membership shall terminate simultaneously with any termination of such ownership.

Section 2. Voting. Each member shall be entitled to cast one vote for each Unit owned by said member. For purposes of this section, Owners of apartment buildings shall be entitled to cast one (1) vote for each Unit in the apartment building. The Declarant of a condominium which may be formed or the Owner of a Unit within the condominium shall be entitled to one (1) vote for each Unit owned within the condominium.

When any Unit is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same Unit, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of the Unit.

Section 3. Change of Membership. Change of membership in the Association shall be established by recording in the Office of the applicable Recorder of Deeds, a deed or other instrument

conveying record fee title to any Unit and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the conveyance of his Unit. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the Unit upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Unit upon which membership is based.

Section 4. Declarant Control of Association.

Notwithstanding anything herein to the contrary, until such time as the Declarant shall cease to own any Lot or Unit within the property described in Exhibit "A" attached hereto or an earlier date as the Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other members, plus one (1), providing it with a majority of the votes of the membership. Upon expiration of the stated period, the Declarant shall continue to possess voting rights incident to its ownership of Units or other properties as described herein. It is the intent of this section that Declarant shall possess exclusive control over the Association until expiration of the stated period.

ARTICLE IV
ASSOCIATION POWERS AND DUTIES

Section 1. Association Responsibilities. The Association shall have the duties, responsibilities, rights and privileges with respect to the Properties as are provided herein.

Section 2. Association Governing Body. The governing body of the Association shall be the Board, the members of which shall be elected by the members for such terms and in the

manner provided in the By-Laws. All action which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board in the manner provided for in the By-Laws, unless the terms of this instrument otherwise provide.

Section 3. Articles and By-Laws. To the extent not provided herein, the Articles and By-Laws shall govern the affairs of the Association, including the designation of and election of officers, time, place and notice of meetings and the rights, duties, privileges and obligations of membership. In the event of any conflict between provisions of the Articles or By-Laws of this Declaration, the provisions of this Declaration shall prevail.

Section 4. Rules and Regulations. The Board may adopt from time to time, reasonable rules, regulations and standards, not inconsistent herewith, with respect to the use of Units and the use, operation and management of Common Properties, including standards for approval of various matters by the architectural control committee as provided in Article IX herein. Standards to be applied by the architectural control committee shall be uniform throughout the Properties.

ARTICLE V COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation for Assessments. By acceptance of a deed to a Unit, each Owner other than the Declarant is deemed to covenant and agree to pay to the Association annual, special and individual assessments as hereinafter provided, regardless whether such covenant and agreement shall be expressed in such deed. The foregoing assessments imposed upon each Owner shall be collected and paid to the Association by the condominium association or other property owners' association. Such assessments, together with interest, costs and reasonable attorneys' fees incurred in collecting same, shall be secured by a continuing lien upon the Unit against which each such assessment is made. Each Owner shall be personally liable for all assessments coming due upon his Unit while he is the Owner thereof.

Section 2. Purpose of Annual Assessments for Common Expenses. The annual assessments levied by the Association shall be used exclusively for the payment of Common Expenses, including improvement, maintenance, enhancement and operation of the Common Properties, and to provide services which the Association is authorized and required to provide. The

Association may establish reserve funds to be held in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss. Each year the Association may not contribute more than ten percent (10%) of its receipts from its annual assessments to said account.

Section 3. Initial Assessment. Until such time as the Declarant has relinquished control of the Association in accordance with this Declaration or sooner as the Declarant may decide ("Initial Period"), annual assessments for each Unit shall be in accordance with the estimated annual operating budget. During the Initial Period, the Declarant shall be excused from the payment of annual assessments attributed to property owned by the Declarant since, during the Initial Period, the Declarant shall guaranty that annual assessments shall not increase over the amount specified herein. During the Initial Period, the Declarant shall contribute an amount of money to the Association sufficient to eliminate any deficit between assessments collectible from Owners and the actual expenses of the Association. Thereafter, annual assessments shall be determined and levied in accordance with the remainder of this Article.

Section 4. Proportion and Amount of Annual Assessments. Each Owner shall pay an annual assessment equal to his proportionate share of the Common Expenses. The proportionate share of Common Expenses for each Owner shall be determined by multiplying the Common Expenses by a fraction, the numerator of which is equal to the total number of Units owned by said Owner and the denominator of which is equal to the total number of Units, inclusive of all Units, with or without Improvements thereon.

Section 5. 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 any improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such special assessment following the period of Declarant control as set forth in Article III, Section 4 herein shall have been first approved by two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting of the Association duly called for such purpose.

Section 6. Individual Assessments. Each Owner of a Unit is required to maintain his property, whether improved or unimproved, in a state of good repair at all times, which shall include, but shall not be limited to, the periodic painting (or other appropriate refinishing) of all structures requiring same and the maintenance of the lawns, shrubbery and trees in a well groomed and trim condition, and if unimproved, in an orderly and uncluttered condition. In the event of the failure of such Owner(s) to maintain their property as required herein, the Association, after first giving thirty (30) days' notice to such Owners, may take such steps as are necessary to remedy any defective and/or unsightly conditions or comply with requirements imposed herein, and such Owner(s) of said property shall be assessed for the expense of same. Entry upon such Owners' Unit for such purposes shall not constitute a trespass. Assessments may also be levied against such Owners for any damage to the Properties which may be caused by such Owners, their families, lessees, guests or invitees.

Section 7. Association Assessment of Condominium Units In the event any portion of the Properties are developed and conveyed as condominium Units, whereby a Condominium Association is formed, the Association is hereby authorized to assess the Condominium Association on a per Unit basis for any Common Expenses as set forth in this Article.

Section 8. Date of Commencement and Proration of Annual Assessments Due Date. The annual assessments provided for herein shall commence against each Unit on the date of its conveyance by the Declarant to a purchaser thereof. The annual assessments for the year in which this Declaration is recorded in the Office of the applicable Recorder of Deeds, shall be adjusted in accordance with the number of months remaining in said year from and after said recordation. Thereafter, the Association shall have the power to change the date upon which annual assessments become due and payable and also to determine the manner of payment of annual assessments; e.g., lump sums or monthly installments; provided, however, that the annual assessments shall be due and payable not less frequently than annually.

Section 9. Budget. The Board of Directors of the Association shall prepare an annual budget applicable to Common Expenses and a roster fixing the amount of the annual assessment against each Unit at least sixty (60) days before the beginning of the fiscal year of the Association which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment and the past-due date thereof shall thereupon be sent to every Owner subject thereto as provided in this Declaration. The

Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 10. Effect of Nonpayment of Assessment; Lien. If any assessment is not paid on or before the past due date specified herein, then such assessment shall become delinquent and shall, together with interest thereon at the maximum rate allowed under law from the due date and the cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the Unit against which each such assessment was made.

Section 11. Remedies. If any assessment is delinquent for a period of thirty (30) days, the Association may bring an action of law against the Owner personally obligated to pay the same or an action to foreclose the lien against the subject property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, the interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court together with the costs of the action. Each such suit when filed shall refer to the Unit against which the assessment was made and the Owner thereof and if filed in Common Pleas Court, shall be indexed by the Prothonotary as *lis pendens*. Any judgment against the Unit or its Owner, or both, shall be enforceable as a money judgment in the manner provided by law.

In the event that title to a Unit is subject to execution upon any lien against such Unit, the Association, in addition to its rights set forth above, may give notice in writing to the Sheriff of any unpaid assessments for Common Expenses which are a charge against the Unit and the Sheriff shall pay the assessments of which he has such notice out of any proceeds of the sale which remain in his hands for distribution after payment of all other claims which he is required by law to pay, but prior to any distribution of the balance to the Owner against whom the execution issued. The purchaser at such Sheriff's sale (which term shall include any judicial sale, including a sale pursuant to foreclosure of any mortgage) and the Unit involved shall not be liable for unpaid assessments for Common Expenses which become due prior to said sale. Any such unpaid expenses which cannot be promptly collected from the former Owner may be reassessed to the extent necessary to make up the deficit as an additional assessment to be collected from all Owners.

Notwithstanding the provisions set forth above, upon the voluntary sale, conveyance or any other voluntary transfer, except for a transfer to the Declarant, of a Unit, the grantee thereof shall be jointly and severally liable with the grantor thereof for all unpaid assessments for Common Expenses which are a charge against the Unit as of the date of the sale or conveyance which such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid assessments which such grantee may pay and until any such assessments are paid they shall continue to be a charge against the Unit which may be enforced in the manner set forth above. Any person who shall have entered into a written agreement to purchase a Unit shall be entitled to obtain from the Association a written statement of the amount of unpaid assessments charged against the Unit, and if such statement is not correct as of the date it is rendered, neither the purchaser nor the Unit shall be liable for the payment of more than the unpaid assessments shown thereon, but the seller of any such Unit shall remain liable for any unpaid amount. Any such unpaid amount which cannot be promptly collected from the former Owner may be reassessed as an additional assessment to be collected from all the Owners, including the purchaser, his successors and assigns.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages held by an Institutional Lender now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due not from the lien created thereby.

Section 13. Annual Statements. The President, Treasurer, or such other officer of the Association as may have custody of the funds assessed against Owners shall annually, within ninety days after the close of the fiscal year in which such assessments were made, prepare and execute a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary for the Association to set out in the statement the name of each creditor of the Association; provided, however, that this requirement shall be construed to apply only to creditors of more than \$1,000. Such officer of the Association shall

furnish to each Owner who may make request therefor in writing, a copy of such statement, within thirty days after receipt of such request. Such copy may be furnished to the member either in person or by mail.

ARTICLE VI
FUNCTIONS OF THE ASSOCIATION

Section 1. Required Services. In addition to those responsibilities specified in this Declaration, the Association shall be required to provide the following services (the costs and charges for which shall be Common Expenses):

A. cleanup, maintenance and payment of property taxes with respect to the Common Properties both prior to and after conveyance of same by Declarant to the Association.

B. operation of the Common Properties in accordance with the rules, regulations and standards adopted by the Association from time to time.

C. taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or By-Laws.

D. conducting business of the Association, including but not limited to, administrative services such as legal, accounting and financial, and communication services informing members of activities, notice of meetings, and other important events.

E. purchasing general liability and hazard insurance at full replacement value covering the Common Properties.

F. acceptance of any instrument of conveyance with respect to any Common Properties delivered to the Association by the Declarant.

G. operation and maintenance of all water retention areas within the Properties. Such maintenance shall include, but not be limited to, chemical treatments, routine cleaning and performance of any work necessary to maintain the surface water drainage system throughout the Properties in good operating condition.

Section 2. Authorized Services. The Association shall be authorized, but not required, to provide the following services (the costs and charges for which shall be Common Expenses):

A. lighting of roads, sidewalks and walks and paths throughout the Properties.

B. fire protection and prevention.

C. garbage and trash collection and disposal.

D. conducting recreation, sport, craft and cultural programs of interest to Owners, their families, tenants and guests.

E. protection and security, including but not limited to, the employment of security guards within the Properties and operation of a guardhouse.

F. maintenance of electronic and other security devices.

G. installation, operation and maintenance of cable television facilities.

ARTICLE VII RIGHTS OF DECLARANT

Section 1. Rights. Notwithstanding anything herein to the contrary, Declarant shall, so long as it owns any Unit or other portion of the Properties, have the right to:

A. Use, occupy, demonstrate and show all portions of the Common Properties for the purpose of promoting and aiding in the development, marketing, sale or rental of any portion of the Properties owned by it.

B. Display and erect signs, billboards and placards upon the Common Properties and any portion of the Properties owned by it.

C. Operate and maintain sales offices and related facilities upon the Common Properties and any portion of the Properties owned by it.

ARTICLE VIII
EASEMENTS

Section 1. Utilities. The Properties shall be subject to such easements as may be determined in the sole discretion of Declarant for utilities including, but not limited to, water, sewer, electric and cable television as may be reasonably required to properly and adequately serve the Properties as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the Properties and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use of any portion of the Properties and said easements shall survive any termination of this Declaration.

Section 2. Declarant. Declarant hereby reserves such easements as it deems necessary in order to exercise its rights hereunder.

Section 3. Service. Declarant hereby grants to delivery, pick-up and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant to service the Properties, and to such other persons as the Declarant from time to time may designate, the non-exclusive, perpetual right of ingress and egress over and across the Common Properties for the purpose of performing their authorized services and investigation.

Section 4. Association. Such easements throughout the Properties as may reasonably be necessary for the Association to perform its services required and authorized hereunder are hereby granted in favor of the Association.

Section 5. Execution. To the extent that the creation of any of the easements described in this Article requires the joinder of Owners, the Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such instruments and the Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

ARTICLE IX
ARCHITECTURAL CONTROL

No Improvements shall be erected, altered, placed or permitted to remain, nor shall construction commence on or with respect to any Unit nor shall any addition, change or alteration thereof be made until the desired construction specifications and a plan showing the location of the Improvements have been approved in writing by the Association or by an architectural control committee (hereinafter "Committee") composed of three (3) or more persons appointed by the Association, as to quality, design and materials, in harmony with existing Improvements, and as to location with respect to topography and finished grade election. For purposes of architectural review, the Association or the Committee are authorized to retain the services of any individual or individual's expert in the review, design and construction of residential properties with the costs thereof, being a common expense. No trees, flowers, hedges, vines, bushes, sod, shrubs or landscaping of any kind shall be planted, placed or altered on any Unit until plans and specifications showing the nature, kind, materials and location of same shall have been submitted to and approved in writing by the Association or the Committee. Approval or disapproval of any such plans and specifications may be based upon any considerations, including purely aesthetic considerations, so long as such considerations are applied on a uniform basis throughout the Properties. Such approval may be based upon any reasonable conditions including without limitation the condition that such growths and landscaping be maintained by the Owner thereof rather than the Association. Such approval of the Association or the Committee shall not be required in the event that the Association or the Committee, fails to give such approval within thirty (30) days after receipt of a written request for same. In no event will the aforesaid approval be unreasonably withheld nor will any charge be made therefor. Nothing contained in this paragraph shall be construed to lessen the obligation of any Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such Improvements. The provisions of this section shall not apply to the Declarant.

ARTICLE X
ADDITIONS TO THE PROPERTIES

Section 1. Annexation. The Declarant may, from time to time and in its sole discretion, annex to the Properties any other real property owned or to be acquired by Declarant which is contiguous or adjacent to or in the vicinity of the Properties.

Section 2. Method of Annexation. The Declarant shall effect such annexation by recording a plat of the real property to be annexed and by indicating thereon that the property as shown on said plat is a part of Canterbury Crossing thereby declaring that such annexed property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the provisions of this Declaration. Declarant may also record a Supplemental Declaration hereto which shall:

- (a) Describe the real property being annexed and designate the permissible uses thereof;
- (b) Set forth any new or modified restrictions or covenants which may be applicable to such annexed property, including limited or restrictive uses of Common Properties; and
- (c) Contain such other matters as shall be deemed necessary or appropriate.

Upon the recording of such Plat and Supplemental Declaration, if any, the annex area shall become a part of the Properties, as fully as if such area were part of the Properties on the date of recording of this Declaration and thereafter the term "Properties" as used herein shall include the annexed area.

ARTICLE XI
ENFORCEMENT

Enforcement of the terms, conditions, restrictions, covenants, reservations, liens and charges contained in this Declaration shall be by any proceeding at law or in equity against any person or entity violating or attempting to violate any of same, either to restrain violation or to recover damages, or against any real property subject to this Declaration or to enforce any lien rights hereunder. Any such

proceeding, action or suit may be brought by the Association, any Owner or the Declarant, its successors or assigns. Failure by any Owner, the Association or the Declarant, its successors or assigns, to enforce any covenant or restriction contained herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same. Should the Association find it necessary to institute legal action against an Owner other than the Declarant, to enforce compliance with this Declaration, the Articles and By-Laws of the Association or the Rules and Regulations of the Association, the defendant member shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action. The payment of any monetary award by the Court in such legal action shall be secured by a lien against the Unit of said defendant Owner. The operation and foreclosure of such lien shall be in accordance with Article V of this Declaration.

The Association, its successors or assigns, shall have an absolute right of entry and access upon any Lot or Unit for the purposes of enforcing the provisions hereof.

Remedies specified herein are cumulative and any specifications of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law or in equity.

ARTICLE XII USE RESTRICTIONS

The Properties shall be used only for residential, recreational, and related purposes as may be more particularly set forth in this Declaration, amendments thereto or subsequently recorded supplemental declarations. The Association shall have the authority to make and enforce standards and restrictions governing the use of Units and Common Properties, consistent herewith.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, for a

period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year renewal periods; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of members of the Association and two-thirds (2/3) of the Institutional Lenders are in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the applicable Office of the Recorder of Deeds and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments. This Declaration may be amended only as follows:

A. The Declarant may amend this Declaration in any manner whatsoever without the consent of any Owner at any time prior to the time it shall cease to be an Owner, or shall cease to be in control of the Association.

B. Thereafter, this Declaration may be amended by the Association provided that three-fourths (3/4) of the votes cast by the members present at a duly called and held meeting of the Association vote in favor of the proposed amendment.

C. No amendments shall be passed which impairs or prejudices the rights of Institutional Lenders without the prior written consent of the Institutional Lenders.

D. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the members as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes to members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the applicable Office of the Recorder of Deeds.

Section 3. Quorum. Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, the first time any meeting of the members of the Association is called to take action under Section 2 of this Article, the presence at the meeting of the members or proxies entitled to cast fifty percent (50%) of the total vote of the members shall constitute a quorum. If the quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of the members or proxies entitled to cast fifty percent (50%) of the total vote of the Association.

Section 4. Notices. Any notices required to be sent to any member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the person or entity who appears as Owner in the applicable Office of the Recorder of Deeds. Notice to one of two or more co-Owners of a Unit shall constitute notice to all co-Owners. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to his predecessor in title.

Section 5. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this

Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect

Section 6. Interpretation. The Board of Directors of the Association shall have the right except as limited by any other provisions of this document or the By-Laws to determine all questions arising in connection with the Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 7 Non-Profit Status. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit or tax exempt status under applicable state and federal law.

Section 8. Context. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 9. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Properties.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed in its name and its corporate seal to be affixed this 4th day of November, 1988.

S & A Custom Built Homes, Inc.
a Pennsylvania Corporation

Sandra L. Poole
(Assistant) Secretary

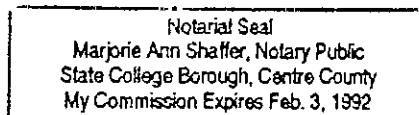
By: Robert Paul
(Vice) President

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF :

On this 4th day of November, 1988, before me, the undersigned officer, personally appeared Robert E. Poole, who acknowledged himself to be the (Vice) President of S & A Custom Built Homes, Inc., a Pennsylvania corporation, and that he, as such (Vice) President, being authorized to do so, executed the foregoing Declaration for the purposes contained therein by signing the name of the corporation by himself as (Vice) President.

Marjorie Ann Shaffer
Notary Public

My Commission Expires:



(SEAL)

Recorded in the office for the recording
of Deeds, etc in and for Centre County
in RECORD Book No. 483 at page 370

2nd day of May A. D. 1988

Witness my hand and seal of office

Thelma M. Litan Recorder

ALL that certain tract of land situated in College Township, Centre County, Pennsylvania; being a Perimeter Survey for Canterbury Crossing PRD as shown on the Canterbury Crossing PRD Perimeter Survey, dated March 3, 1989 by Uni-Tec, Inc., State College, Pennsylvania, being bounded and described as follows:

Beginning at an iron pin, being a westerly corner of lands owned now or formerly by the Centre Hills Country Club (D.B. 431, Page 20) and lying in a northerly line of lands owned now or formerly by Ross D. Lowder (D.B. 204, Page 202), thence along the Lowder lands, S 60° 26' 52" W, 1,031.21 feet to an iron pin, being a westerly corner of the Lowder lands and being a northerly corner of lands owned now or formerly by the State College Area School District (D.B. 400, Page 322), thence along said lands, S 60° 23' 19" W, 340.87 feet to an iron pin, being a westerly corner of said lands and being a northerly corner of lands owned now or formerly by Aaron Druckman (D.B. 201, Page 578), thence along the Druckman lands, S 59° 33' 33" W, 439.89 feet to an iron pin, being a westerly corner of the Druckman lands and being a northerly corner of lands owned now or formerly by Joyce K. Stover, et al (D.B. 353, Page 133), thence along the Stover lands, S 61° 13' 53" W, 199.85 feet to an iron pin, being a westerly corner of the Stover lands and being a northerly corner of lands owned now or formerly by J. Lowen and Jean M. Shearer (D.B. 271, Page 123), thence along said lands, S 58° 57' 00" W, 201.19 feet to an iron pin, being a westerly corner of said lands and being a northerly corner of lands owned now or formerly by Michael R. Cannon and B. Kenneth Johnston (D.B. 163, Page 227), thence along said lands, S 60° 15' 00" W, 199.96 feet to an iron pin, being a westerly corner of said lands and being a northerly corner of lands owned now or formerly by Walter and Michele Ebaugh (D.B. 414, Page 24), thence along said lands, S 60° 42' 19" W, 330.35 feet to an iron pin, being a westerly corner of said lands and being a northerly corner of lands owned now or formerly by Amos Neyhart (D.B. 185, Page 21) and being a southerly corner of lands owned now or formerly by Lane E. Carpenter (D.B. 358, Page 49), thence along the Carpenter lands and lands owned now or formerly by George C. and Kathryn L. Ward (D.B. 432, Page 1125) and lands owned now or formerly by Marlowe D. Froke (D.B. 429, Page 710), N 23° 27' 15" W, 858.91 feet to an iron pin, being a northerly corner of the Froke lands and being an easterly corner of lands owned now or formerly by Richard F. and Lori F. DeFluri (D.B. 441, Page 303), thence along the DeFluri lands N 24° 19' 20" W, 385.36 feet to an iron pin, thence continuing along the DeFluri lands, S 73° 46' 18" W, 44.80 feet to an iron pin, thence continuing along said lands, N 24° 37' 17" W, 56.57 feet to an iron pin, thence continuing along said lands, N 69°

37' 17" W, 428.16 feet to an iron pin, lying in a southerly right-of-way of Scenery Drive (Variable R/W), thence crossing Scenery Drive, N 19° 57' 48" E, 66.32 feet to an iron pin lying in a northerly right-of-way of Scenery Drive, thence along said right-of-way along a curve to the left having a chord bearing of S 66° 04' 45" W, a chord distance of 835.95 feet, a radius of 602.96 feet and an arc distance of 923.64 feet to an iron pin lying in said right-of-way and lying in an easterly line of lands owned now or formerly by Rolling Ridge Development Company, Inc. (D.B. 444, Page 238), thence along said lands, N 39° 24' 30" W, 250.50 feet to an iron pin lying in said line and being a southerly corner of lands owned now or formerly by the Centre Hills Country Club (M.S. 104, Page 857), thence along said line, N 51° 26' 00" E, 640.12 feet to an iron pin lying in said line and being a westerly corner of lands owned now or formerly by the Centre Hills Country Club and Centre Hills Realty, Inc. (D.B. 364, Page 1020), thence along said lands, N 84° 44' 50" E, 613.16 feet to an iron pin thence continuing along said lands, N 67° 20' 20" E, 333.71 feet to an iron pin, thence continuing along said lands, N 54° 00' 00" E, 287.12 feet to an iron pin, thence continuing along said lands, S 70° 46' 40" E, 150.00 feet to an iron pin, thence continuing along said lands along a curve to the left having a chord bearing of N 04° 11' 47" W, a chord distance of 196.04 feet, a radius of 750.00 feet, and an arc distance of 196.60 feet to an iron pin, thence continuing along said lands along a curve to the left having a chord bearing of N 38° 49' 58" W, a chord distance of 319.17 feet, a radius of 350.00 feet, and an arc distance of 331.42 feet to an iron pin, thence continuing along said lands, S 74° 40' 27" W, 485.45 feet to an iron pin, thence continuing along said lands, S 80° 44' 04" W, 180.17 feet to an iron pin, thence continuing along said lands, N 38° 34' 00" W, 279.61 feet to an iron pin, thence continuing along said lands, N 32° 46' 05" E, 491.52 feet to an iron pin, being an easterly corner of said lands and lying in a westerly right-of-way of the Mt. Nittany Expressway, Route 322 (Variable R/W), thence along said right-of-way along a curve to the left having a chord bearing of S 59° 19' 10" E, a chord distance of 839.89 feet, a radius of 3969.72 feet and an arc distance of 841.46 feet to an iron pin lying in said right-of-way and being a northerly corner of lands owned now or formerly by the Centre Hills Country Club and Centre Hills Realty, Inc., thence along said lands, S 74° 40' 27" W, 101.63 feet to an iron pin, thence continuing along said lands along a curve to the right having a chord bearing of S 34° 48' 00" E, a chord distance of 313.79 feet, a radius of 400.00 feet, and an arc distance of 322.45 feet to an iron pin, thence continuing along said lands along a curve to the right having a chord bearing of S 03° 41' 15" E, a

chord distance of 223.19 feet, a radius of 800.00 feet, and an arc distance of 223.92 feet to an iron pin, thence continuing along said lands, S 75° 14' 49" E, 705.42 feet to an iron pin, thence continuing along said lands and other lands owned by Centre Hills Country Club, S 15° 30' 00" W, 280.00 feet to an iron pin, thence continuing along said lands, S 44° 52' 30" W, 484.25 feet to an iron pin, thence continuing along said lands, S 37° 00' 00" W, 346.52 feet to an iron pin, thence continuing along said lands, S 07° 37' 00" W, 180.42 feet to an iron pin, thence continuing along said lands along a curve to the left having a chord bearing of S 49° 48' 43" E, a chord distance of 119.09 feet, a radius of 685.00 feet, and an arc distance of 119.24 feet to an iron pin, thence continuing along said lands along a curve to the left having a chord bearing of S 61° 48' 42" E, a chord distance of 105.00 feet, a radius of 430.00 feet, and an arc distance of 105.26 feet to an iron pin, thence continuing along said lands, N 58° 30' 00" E, 402.12 feet to an iron pin, thence continuing along said lands, N 56° 10' 20" E, 604.43 feet to an iron pin, thence continuing along said lands, N 13° 35' 00" E, 498.72 feet to an iron pin, thence continuing along said lands, N 73° 45' 00" E, 466.01 feet to an iron pin, thence continuing along said lands, S 82° 10' 52" E, 630.00 feet to an iron pin, thence continuing along said lands, S 07° 49' 08" W, 92.25 feet to an iron pin, thence continuing along said lands, S 29° 34' 57" E, 140.00 feet to an iron pin, thence continuing along said lands, S 60° 32' 46" E, 117.25 feet to an iron pin, being the place of beginning; containing 73.488 acres.

146

FIRST SUPPLEMENTAL DECLARATION
OF
COVENANTS AND RESTRICTIONS
CANTERBURY CROSSING PLANNED RESIDENTIAL DEVELOPMENT

This Supplemental Declaration, made this 4th day of ~~November~~, 1988, (referred to separately in this document as the "Supplemental Declaration" and which term sometimes is referred to in this document by use of such words as "hereto", "herein", "hereof" and "hereunder", or other descriptive words or phrases having similar import), by S & A Custom Built Homes, Inc. (hereinafter "the Declarant"), a Pennsylvania business corporation to the Declaration of Covenants, Conditions and Restrictions, dated ~~November 4~~, 1988 (the "Original Declaration"), for the Canterbury Crossing Planned Residential Development, located in College Township, Centre County, Pennsylvania (the "Development");

WITNESSETH:

WHEREAS, Declarant owns certain property located in College Township, Centre County, Pennsylvania, more particularly described and defined as the "Properties" in the Original Declaration, the legal description of which is attached hereto and made a part hereof as Exhibit "A"; and

WHEREAS, Declarant made the Properties subject to certain covenants and restrictions in furtherance of the plan

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HALL - CLERK
RECORDERS OFFICE
CENTRE COUNTY

of development and for the benefit of owners of property within the Development by recording the Original Declaration, on ~~March 2, 1988~~ ^{May 3, 1989}, in the Office of the Recorder of Deeds, Centre County, Pennsylvania at ~~Deed~~ ^{Record} Book 483, Page 370; and

WHEREAS, the Declarant desires to sell building lots within a portion of the Properties for the construction thereon of single family detached dwellings, to be known and designated as Canterbury Crossing Planned Residential Development, Phase I on the plat submitted to College Township for final approval; and

WHEREAS, the Declarant desires to supplement the Original Declaration to set forth certain supplemental provisions, restrictions and covenants applicable to development of Phase I as herein defined.

NOW, THEREFORE, the Declarant declares that the Canterbury Crossing Planned Residential Development, Phase I, as described in Article II hereof, is and shall be held, transferred, sold, conveyed, leased, occupied, maintained and repaired subject to the covenants, restrictions, equitable servitudes, easements, charges and liens set forth in the Original Declaration, as supplemented hereby

ARTICLE I
DEFINITIONS

Section 1. The terms and phrases used herein shall have the meanings specified in the Original Declaration and, where applicable, as specified in the Preamble hereof and in this section. The following terms and phrases shall have the following meanings herein unless the context clearly otherwise requires:

(a) "Original Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Canterbury Crossing Planned Residential Development, as amended or supplemented.

(b) "Phase I Final Plan" shall mean the Subdivision Plan for Canterbury Crossing Planned Residential Development, Phase I, as approved , 1988, being a portion of the Canterbury Crossing PRD platting, inter alia, the Phase I Properties and the Units therein, recorded in Centre County at Plan Book , Volume , Page , as amended or supplemented

(c) "Phase I" or "Phase I Properties" shall mean and refer to the entire parcel of land more particularly described on Exhibit "B" attached hereto and made a part hereof,

including the Units as shown on the Phase I Final Plan and all improvements thereto and also including the Single Family Detached Dwellings to be constructed thereon and any other improvements such as streets, roads, alleys, garage buildings, parking areas, pedestrian walkways and other improvements constructed upon said parcel pursuant to the provisions hereof.

(d) "Residence" shall mean a single family detached dwelling, which shall be intended for use and occupancy by one family.

ARTICLE II

CANTERBURY CROSSING

PLANNED RESIDENTIAL DEVELOPMENT, PHASE I PROPERTIES

Section 1. The Property. The entire parcel of real estate more particularly described on Exhibit "B" attached hereto and made a part hereof, together with any improvements thereto, defined herein as the Canterbury Crossing Planned Residential Development, Phase I Properties are hereby made subject to this Supplemental Declaration and shall be held, transferred, sold, conveyed, occupied, maintained and improved subject to the provisions of the Original Declaration, as supplemented hereby. The covenants, restrictions and provisions of this Supplemental Declaration shall apply only to

the Canterbury Crossing Planned Residential Development Phase I Properties unless extended to other property within the Development or unless otherwise made applicable to additional property as provided in the Original Declaration, and in either case, upon the recording of an appropriate supplemental declaration with respect thereto.

ARTICLE III

ARCHITECTURAL CONTROL: PROTECTIVE COVENANTS

Section 1. Review by Committee. No Improvements or landscaping, planting, clearing, paving, grading, excavation or fill, shall be commenced, erected or maintained on the Units within the Canterbury Crossing Planned Residential Development, Phase I Properties, nor shall any exterior additions to, or changes or alterations thereof be made, until the plans and specifications, including lot elevations have been submitted to and approved in writing by the Association or by an architectural control committee pursuant to Article IX of the Original Declaration. The Association or the architectural control committee may request of the Owner such additional information as may be necessary for its understanding and consideration of the plans and specifications which are submitted. In the event the aforesaid approval or disapproval is not provided within thirty (30) days after the plans and

specifications have been submitted to the Association or architectural control committee, approval shall be deemed to have been given.

Section 2. Protective Covenants. The following restrictions are imposed as a common scheme upon all Units within Canterbury Crossing Planned Residential Development, Phase I Properties:

(a) No structure other than one (1) single family dwelling house (Residence) with private garage shall be erected on any Unit excepting, however, that swimming pools shall be permitted hereby, subject as aforesaid to review by the Association or architectural control committee; nor shall any Unit or Improvement thereon be used for business, commercial or manufacturing purposes.

(b) Any Residence constructed on a Unit within Phase I, shall contain a minimum gross living area of 1,800 square feet for a one (1) story Residence and 2,500 square feet for any Residence over one (1) story, excluding porches, breezeways, decks, finished basement areas, wine cellars, storage facilities and garages.

(c) No Residence, garage or Improvement shall be constructed on any Unit which exceeds two and one-half (2 1/2) stories in height above grade, as visible from the front building line.

(d) A private garage, if constructed on the Unit shall accommodate not more than three (3) cars and shall be used solely in connection with the residential purposes set forth in section (a) herein. The garage shall be harmonious and compatible in design and size with the Residence.

(e) No building having an exterior finish other than brick, stone, wood, stucco, vinyl or aluminum shall be constructed on any Unit unless approved by the Association or the architectural control committee. The exterior walls of any Residence or garage shall extend so as not to show more than thirty (30) inches of reveal of the foundation and parged walls shall be considered part of the foundation.

(f) Construction of the Residence to be erected on any Unit herein shall be commenced within six (6) months from the date of the Agreement of Sale for the Unit. If construction does not commence within the six (6) month period then the Declarant, at its option, shall have the absolute

right to terminate the Agreement of Sale and shall thereupon refund all deposit monies made in connection therewith.

(g) Each Owner shall construct either a bituminous surface or concrete driveway, as shall be specified by the Association or the architectural control committee, from the surface cartway of the street to any garage within twelve (12) months from the time construction of any building commences. Each Owner shall also construct concrete sidewalks as may be required by the Township or other governmental agencies. In the event sidewalks are installed and the driveway is constructed of bituminous materials, the terminus of the driveway between the edge of the sidewalk bordering the street and the edge of the sidewalk facing the Residence shall also be concrete in order to provide a continuous concrete surface walkway.

(h) No drying or airing of any clothing or bedding shall be permitted outdoors within the area of any Unit or Common Properties within Phase I, and clothes hanging devices such as lines, reels, poles, frames, etc., shall not be erected.

(i) No trees may be planted within ten (10) feet of the line of any street, without the consent of the Declarant.

said area being reserved for street right of way and the Declarant reserves the right to plant trees up to five (5) feet inside any Unit line which parallels the street.

(j) All utilities, including, but not limited to, electric, cable television and telephone shall be underground where feasible.

(k) A sunlight activated post light between the street and the front building line of the Residence shall be installed, maintained and operated on each Unit. The design of the light is subject to review and approval by the Association or the architectural control committee.

(l) No tank for storage of ten (10) gallons or more of gas or liquids may be maintained on any Unit, provided, however, that this provision does not preclude installation of underground storage tanks for home heating fuel.

(m) Areas for the temporary storage of garbage, refuse, rubbish or plant cuttings shall be located behind the rear building line of the Residence in an area unobtrusive to view from any other portion of the land of the Phase I Properties and shall be concealed by vegetative screening or fencing, of a design and material approved by the Association

or by an architectural committee pursuant to Article IX of the Original Declaration. Containers provided by the Owner shall not be placed on any street, sidewalk, parking area or Common Properties except when necessary for collection.

(n) No boats of any type shall be permitted on a Unit or Common Properties.

(o) No outside radio or television antennas (including satellite dishes) shall be erected on the property of a Unit within Phase I Properties unless approval of the same has been granted by the Association or its designated committee.

(p) No commercial or other non-passenger vehicle of any type and no unlicensed or non-operational motor vehicle of any type shall be permitted to remain overnight on any Common Properties or on any street or on any Unit nearer to any street than the rear building line of the Residence erected on said Unit within the Phase I Properties other than as may be used by the developer in conjunction with building operations.

(q) No noxious, unsightly or offensive activity, including vehicle repairs, shall be conducted on any Unit or on the streets, or Common Properties nor shall anything be permitted to be done thereon which may be or may become an

annoyance or nuisance to the residents of the Phase I Properties.

(r) No surplus earth, ground or fill shall be removed from any Unit without the consent of the Declarant, or its agent, at whose direction such surplus earth, ground or fill shall be delivered at the expense of the Owner to any location within the Canterbury Crossing Planned Residential Development.

(s) No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Unit except that dogs, cats or other domesticated household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and further providing that no more than two (2) pets in the aggregate may be kept on any such Unit unless otherwise authorized by the Association, and said pets must be housed indoors and Owners shall conform to all local ordinances and regulations applicable to such animals.

(t) No sign of any kind shall be displayed to public view on any Unit except those used by the Declarant or approved by the Association or the architectural control committee as provided in the Original Declaration.

ARTICLE IV
EXTERIOR MAINTENANCE

Section 1. Maintenance Caused Through Act of Owner.

In the event that the need for exterior maintenance is caused:

- (a) through the negligent or willful act of the Owner, his family, guests, or invitees; or
- (b) by an alteration or change by any Owner, other than Declarant or the Association, of any Improvement,

the cost of such maintenance shall be added to and become a part of the general assessment to which such Unit is subject.

Section 2. Failure of Owner to Maintain.

In the event an Owner of any Unit in the Phase I Properties shall fail to maintain the Unit, with Improvements situated thereon in a manner satisfactory to the Association, the Association shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Unit and the exterior of the buildings and any other improvements erected thereon. The cost of such maintenance shall be added to and become part of the general assessment to which such Unit is subject.

ARTICLE V
COMMON UTILITY LINES

In order to provide the Owners within the Phase I Properties with underground utility lines, it may be required from time to time that two Units be served with a common service entrance line. Owners of Units with such lines agree to cooperate fully with applicable utility service providers concerned therewith for all maintenance, repair and other measures as may be necessary to provide adequate and proper service to the Owners served thereby.

ARTICLE VI
GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of the covenants, restrictions and provisions herein shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, as provided in [Article IX, Section 3] of the Original Declaration. 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.

Section 2. Duration. The covenants and restrictions of this Supplemental Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any land subject to this Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Supplemental Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds (2/3) of the Units has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 3. Severability. The provisions herein shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof, shall not affect the validity or enforceability of any other provision or portion thereof or of the Original Declaration unless such deletion shall destroy the

uniform plan for the development and operation of the
Properties which the Original Declaration is intended to create.

Section 4. Provisions of Original Declaration. All
terms, conditions, restrictions, covenants and provisions of
the Original Declaration, except to the extent that the same
are supplemented hereby, are ratified and confirmed and are
declared to be and shall be and remain in full force and effect
and shall apply in all respects to this Supplemental
Declaration and to the Phase I Properties and the Owners of
Units within the Phase I Properties, all as shall be applicable
and appropriate as if the same were repeated in full herein;
Provided, however, that the provisions of the Original
Declaration always shall be construed so as to give proper
effect and meaning to the provisions of this Supplemental
Declaration.

IN WITNESS WHEREOF, and intending to be legally bound
hereby, the Declarant has executed this Supplemental
Declaration as of the day and year first above written.

S & A CUSTOM BUILT HOMES, INC.

By: Robert S. Paul
(Vice) President

ATTEST:

Janice L. Brown
(Assistant) Secretary

(SEAL)

- 15 -

BOOK 483 PAGE 409

483 410

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF : SS.
:

On this 14th day of May, 1988, before me, the undersigned officer, personally appeared W. J. J. J., who acknowledged himself to be (Vice) President of S & A Custom Built Homes, Inc., the developer of the Canterbury Crossing Planned Residential Development as defined therein and that he as such (Vice) President does depose and say that the foregoing Supplemental Declaration is a supplement to the Declaration of Covenants and Restrictions, duly adopted by S & A Custom Built Homes, Inc., and desires that it be recorded as such.

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

Marjorie Ann Shaffer
Notary Public

My Commission Expires:

Notarial Seal
Marjorie Ann Shaffer, Notary Public
State College Borough, Centre County
My Commission Expires Feb. 3, 1992

Recorded in the office for the recording
of Deeds, etc in and for Centre County
in Records Book No. 483 at page 395

14th day of May A. D. 19 88

Witness my hand and seal of office

Hazel M. Litner Recorder

ALL that certain tract of land located in College Township, Centre County, Pennsylvania being Phase I as shown on the General Plan Canterbury Crossing PRD dated April 18, 1988 by Uni-Tech, Inc., State College, Pennsylvania being bounded and described as follows:

BEGINNING at an iron pin lying in a northerly R/W of Scenery Drive (Var. R/W) and being an easterly corner of lands owned now or formerly by Rolling Ridge Development Co., Inc. (D.B. 444, Pg. 246), thence along said lands, N 39° 24' 30" W, 250.50 feet to an iron pin lying in said line and being a westerly corner of lands owned now or formerly by the Centre Hills Country Club (MS. Bk. 104, Pg. 857), thence along said lands, N 51° 26' 00" E, 640.12 feet to an iron pin lying in said line and being a westerly corner of lands owned now or formerly by Centre Hills Country Club and Centre Hills Realty Inc. (D.B. 364, Page 1020), thence along said lands, N 84° 44' 50" E, 613.16 feet to an iron pin, thence S 24° 43' 51" E, 425.95 feet to an iron pin lying in a northerly R/W of Scenery Park Drive, thence along the Scenery Park Drive R/W along a curve to the left, having a chord bearing of, N 66° 59' 12" E, a chord distance of 230.87 feet, a radius of 447.71 feet and an arc distance of 233.51 feet to an iron pin lying in said R/W, thence S 24° 19' 20" E, 56.46 feet to an iron pin lying in an easterly R/W of Scenery Drive and lying in a southerly R/W of Brandywine Drive (50' R/W), thence along the Brandywine Drive R/W along a curve to the left, having a chord bearing of, N 35° 17' 10" E, a chord distance of 488.29 feet, a radius of 800.00 feet and an arc distance of 496.20 feet to an iron pin lying in said right-of-way and lying in a westerly R/W of Asbury Lane (50' R/W), thence along the Asbury Lane R/W along a curve to the right, having a chord bearing of, S 04° 27' 41" E, a chord distance of 577.48 feet, a radius of 307.00 feet and an arc distance of 751.63 feet to an iron pin lying in said right-of-way, thence continuing along said R/W, S 65° 40' 40" W, 225.00 feet to an iron pin lying in said R/W and lying in an easterly R/W of Scenery Drive, thence crossing the Asbury Lane R/W and along Scenery Drive R/W, S 24° 19' 20" E, 218.00 feet to an iron pin, thence continuing along the Scenery Drive R/W along a curve to the left, having a chord bearing of, S 39° 33' 38" E, a chord distance of 360.08 feet, a radius of 685.00 feet and an arc distance of 364.36 feet to an iron pin, thence continuing along the Scenery Drive R/W along a curve to the left, having a chord bearing of, S 73° 01' 14" E, a chord distance of 268.92 feet, a radius of 430.00 feet and an arc distance of 273.51 feet to an iron pin lying in said right-of-way, thence crossing said R/W, S 05° 26' 49" W, 347.51 feet to an iron pin lying in a northerly line of lands owned now or formerly of Michael R. Cannon and B. Kenneth Johnston (D.B. 163, Page 227), thence along said lands, S 60° 15' 00" W, 38.21 feet to an iron pin being a westerly corner of said lands and being a northerly corner of lands owned now or formerly by

EXHIBIT "A"

Walter F. and Michele Ebaugh (D.B. 414, Page 24), S 60° 42' 19" W, 330.35 feet to an iron pin being a westerly corner of said lands and being a northerly corner of lands owned now or formerly of Amos Neyhart (D.B. 185, Page 21) and being an easterly corner of lands owned now or formerly by Lane E. Carpenter (D.B. 358, Page 49), thence along the Carpenter lands and lands owned now or formerly by George C. and Kathryn L. Ward (D.B. 432, Page 1,125) and lands owned now or formerly by Marlowe D. Froke (D.B. 429, Page 710), N 23° 27' 15" W, 858.91 feet to an iron pin being a northerly corner of the Froke lands and being an easterly corner of lands owned now or formerly by Richard F. and Lori F. DeFluri (D.B. 441, Page 303), thence along the DeFluri lands, N 24° 19' 20" W, 385.36 feet to an iron pin, thence continuing along the DeFluri lands, S 73° 46' 18" W, 44.80 feet to an iron pin, thence continuing along said lands, N 24° 37' 17" W, 56.57 feet to an iron pin, thence continuing along said lands, N 69° 37' 17" W, 428.16 feet to an iron pin being a northerly corner of said lands and lying in a southerly right-of-way of Scenery Drive (Variable R/W), thence crossing Scenery Drive, N 19° 57' 48" E, 66.32 feet to an iron pin lying in a northerly right-of-way of Scenery Drive, thence along Scenery Drive along a curve to the left having a chord bearing of N 74° 40' 05" W, a chord distance of 99.37 feet, a radius of 602.96 feet and an arc distance of 97.48 feet to an iron pin, thence continuing along said right-of-way along a curve to the left having a chord bearing of N 85° 45' 51" W, a chord distance of 135.77 feet, a radius of 602.96 feet and an arc distance of 136.06 feet to an iron pin, thence continuing along said right-of-way along a curve to the left having a chord bearing of S 81° 29' 02" W, a chord distance of 132.07 feet, a radius of 602.96 feet and an arc distance of 132.33 feet to an iron pin, thence continuing along said right-of-way along a curve to the left having a chord bearing of S 67° 19' 38" W, a chord distance of 165.11 feet, a radius of 602.96 feet and an arc distance of 165.63 feet to an iron pin, thence continuing along said right-of-way along a curve to the left having a chord bearing of S 57° 04' 54" W, a chord distance of 50.00 feet, a radius of 602.96 feet, and an arc distance of 50.01 feet to an iron pin, thence continuing along said right-of-way along a curve to the left having a chord bearing of S 47° 40' 04" W, a chord distance of 147.75 feet, a radius of 602.96 feet and an arc distance of 148.12 feet to an iron pin, thence continuing along said right-of-way along a curve to the left having a chord bearing of S 31° 24' 45" W, a chord distance of 193.17 feet, a radius of 602.96 feet and an arc distance of 194.01 feet to an iron pin, being the place of beginning; containing 22.519 acres



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2003 SEP 30 P 4: 26

9/5/03

Joseph L. Davidson
CENTRE COUNTY RECORDER OF DEEDS
**AMENDMENT TO FIRST SUPPLEMENTAL DECLARATION OF
COVENANTS AND RESTRICTIONS
CANTERBURY CROSSING PLANNED RESIDENTIAL DEVELOPMENT**

This Amendment to First Supplemental Declaration of Covenants and Restrictions dated this 26th day of September, 2003 (referred to herein as "Amendment") by S&A Custom Built Homes, Inc., a Pennsylvania corporation with offices at 501 Rolling Ridge Drive, State College, Pennsylvania 16801 (hereafter referred to as "Declarant") to a First Supplemental Declaration of Covenants and Restrictions, Canterbury Crossing Planned Residential Development dated November 4, 1988 (referred to separately in this document as the "First Supplemental Declaration").

WITNESSETH:

WHEREAS, Declarant is the developer of certain real property located in College Township, Centre County, Pennsylvania, known as the Canterbury Crossing Planned Residential Development as more particularly described in the Declaration of Covenants, Conditions and Restrictions for Canterbury Crossing, dated November 4, 1988 and recorded in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 483, Page 370 (hereinafter referred to as the "Original Declaration"); and

WHEREAS, it was Declarant's intent to subject the Properties as defined in the Original Declaration to certain mutual easements, restrictions, covenants and conditions

under a general plan of development for the mutual benefit of any parties having any right, title or interest in the Properties or any part thereof, and their heirs, successors and assigns; and

WHEREAS, Declarant filed the First Supplemental Declaration in order to submit Phase I of the Canterbury Crossing Planned Residential Development (herein "Phase I Property") to certain supplemental provisions, restrictions and covenants; and

WHEREAS, the Original Declaration provides in Article XII, Section 2, Amendments, subsection A that the Declarant may amend the Declaration in any manner whatsoever without the consent of any Owner prior to the time it ceases to be an Owner; and

WHEREAS, Article I, Definitions, Section 8 defines Declaration to include supplements to the Original Declaration; and

WHEREAS, Declarant is an Owner as that term is defined in Article I, Section 12 of the Original Declaration; and

WHEREAS, the First Supplemental Declaration in Article III, Section 2, Protective Covenants subsection (a) provides in pertinent part that "No structure other than one (1) single family dwelling house (Residence) with private garage shall be erected in any Unit . . ."; and

WHEREAS, Declarant desires to amend Article III, Section 2(a) to clarify its meaning.

NOW THEREFORE, the Declarant declares that the Phase I Property is and shall be held, transferred, sold, conveyed, leased, occupied, maintained and repaired subject to the covenants, conditions and restrictions set forth in the First Supplemental Declaration as amended hereby.

1. The covenants, conditions and restrictions set forth in Article III, Section 2(a) of the First Supplemental Declaration shall be amended to add the following after the last sentence of this Article:

“Notwithstanding the foregoing, certain structures such as fences, landscaping structures and walls, slope retention walls, stormwater management devices and lamp posts shall be permitted to be erected on any Unit subject to review and approval by the Association or Architectural Control Committee pursuant to Article 14 of the Original Declaration.”

2. All terms, conditions, restrictions, covenants and provisions of the Original Declaration and the First Supplemental Declaration except to the extent the same are amended hereby are ratified and confirmed and are declared to be, and shall be and remain in full force and effect and shall apply in all respects to this Amendment to First Supplemental Declaration of Covenants and Restrictions for Canterbury Crossing Planned Residential Development and to the Owners of Lots and Units in the Phase I Property and are and shall be applicable and appropriate as if the same were repeated in full herein; provided, however, that the provisions of the Original Declaration and the First Supplemental Declaration shall always be construed so as to give proper effect and meaning to the provisions of this Amendment to First Supplemental Declaration.

IN WITNESS WHEREOF, and intending to be legally bound, the Declarant has executed this Amendment to First Supplemental Declaration as of the day and year first above written.

ATTEST:

S&A CUSTOM BUILT HOMES, INC.,
A Pennsylvania Corporation

Richard L. Jorney
(Asst) Secretary

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

ACKNOWLEDGMENT

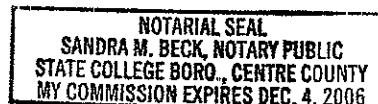
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Centre : SS.

On this, the 26th day of September, 2003, before me, a Notary Public, the undersigned officer, personally appeared **Robert E. Poole**, who acknowledged himself to be the President of S&A Custom Built Homes, Inc., and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the by himself as President.

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

Sandra M. Beck
Notary Public

My Commission Expires: dec 4, 2006
(SEAL)





003340

2003 SEP 30 P 4: 26

Joseph L. Davidson

9/5/03

CENTRE COUNTY RECORDER OF DEEDS

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CANTERBURY CROSSING**

This Amendment to Declarations dated this 26th day of September, 2003
(referred to herein as "Amendment") by S&A Custom Built Homes, Inc., a Pennsylvania
corporation with offices at 501 Rolling Ridge Drive, State College, Pennsylvania 16801
(hereafter referred to as "Declarant") to a Declaration of Covenants, Conditions and
Restrictions for Canterbury Crossing dated November 4, 1988 (referred to separately in
this document as the "Original Declaration").

WITNESSETH:

WHEREAS, Declarant is the developer of certain real property located in College
Township, Centre County, Pennsylvania, known as the Canterbury Crossing Planned
Residential Development, as more particularly described on Exhibit "A" attached hereto
and made a part hereof (herein the "Properties"); and

WHEREAS, Declarant made the Properties subject to certain mutual easements,
restrictions, covenants and conditions under a general plan of development for the
mutual benefit of any parties having any right, title or interest in the Properties or any
part thereof, and their heirs, successors and assigns by recording the Original
Declaration in the Office of the Recorder of Deeds in and for Centre County,
Pennsylvania in Record Book 483, Page 370; and

WHEREAS, the Original Declaration provides in Article XIII, Section 2,
Amendments subsection A, that the Declarant may amend the Declaration in any

manner whatsoever without the consent of any Owner prior to the time it ceases to be an Owner; and

WHEREAS, Declarant is an Owner as that term is defined in Article I, Section 12 of the Original Declaration; and

WHEREAS, pursuant to the foregoing provisions, Declarant desires to amend the Original Declaration to further clarify the meaning of the Use Restrictions found in Article XII of the Original Declaration.

NOW THEREFORE, the Declarant declares that the Properties are and shall be held, transferred, sold, conveyed, leased, occupied, maintained and repaired subject to the covenants, conditions and restrictions set forth in the Original Declaration as amended hereby.

1. The covenants, conditions and restrictions set forth in Article XII of the Original Declaration shall be amended to add the following after the last sentence in the Article:

"Use of the Properties only for residential, recreational, and related purposes shall expressly not include use of the Properties or any part thereof for Bed and Breakfast or similar type lodgings wherein sleeping accommodations are rented to overnight guests for any period of time."

2. All terms, conditions, restrictions, covenants and provisions of the Original Declaration except to the extent the same are amended hereby are ratified and confirmed and are declared to be, and shall be and remain in full force and effect and shall apply in all respects to this Amendment to Declaration of Covenants, Conditions

and Restrictions for Canterbury Crossing and to the Owners of Lots and Units in the Properties and are and shall be applicable and appropriate as if the same were repeated in full herein; provided, however, that the provisions of the Original Declaration shall always be construed so as to give proper effect and meaning to the provisions of this Amendment to Declaration.

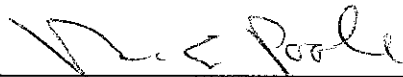
IN WITNESS WHEREOF, and intending to be legally bound, the Declarant has executed this Amendment to Declaration as of the day and year first above written.

ATTEST:

S&A CUSTOM BUILT HOMES, INC.,
A Pennsylvania Corporation


(Asst) Secretary

By:



Robert E. Poole, President

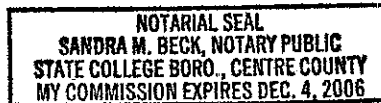
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Centre : SS.

On this, the 20th day of September 2003, before me, a Notary Public, the undersigned officer, personally appeared **Robert E. Poole**, who acknowledged himself to be the President of S&A Custom Built Homes, Inc., and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the by himself as President.

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

Sandra M. Beck
Notary Public

My Commission Expires: dec 4, 2006
(SEAL)



ALL that certain tract of land situated in College Township, Centre County, Pennsylvania; being a Perimeter Survey for Canterbury Crossing PRD as shown on the Canterbury Crossing PRD Perimeter Survey, dated March 3, 1989 by Uni-Tec, Inc., State College, Pennsylvania, being bounded and described as follows:

Beginning at an iron pin, being a westerly corner of lands owned now or formerly by the Centre Hills Country Club (D.B. 431, Page 20) and lying in a northerly line of lands owned now or formerly by Ross D. Lowder (D.B. 204, Page 202), thence along the Lowder lands, S 60° 26' 52" W, 1,031.21 feet to an iron pin, being a westerly corner of the Lowder lands and being a northerly corner of lands owned now or formerly by the State College Area School District (D.B. 400, Page 322), thence along said lands, S 60° 23' 19" W, 340.87 feet to an iron pin, being a westerly corner of said lands and being a northerly corner of lands owned now or formerly by Aaron Druckman (D.B. 201, Page 578), thence along the Druckman lands, S 59° 33' 33" W, 439.89 feet to an iron pin, being a westerly corner of the Druckman lands and being a northerly corner of lands owned now or formerly by Joyce K. Stover, et al (D.B. 353, Page 133), thence along the Stover lands, S 61° 13' 53" W, 199.85 feet to an iron pin, being a westerly corner of the Stover lands and being a northerly corner of lands owned now or formerly by J. Lowen and Jean M. Shearer (D.B. 271, Page 123), thence along said lands, S 58° 57' 00" W, 201.19 feet to an iron pin, being a westerly corner of said lands and being a northerly corner of lands owned now or formerly by Michael R. Cannon and B. Kenneth Johnston (D.B. 163, Page 227), thence along said lands, S 60° 15' 00" W, 199.96 feet to an iron pin, being a westerly corner of said lands and being a northerly corner of lands owned now or formerly by Walter and Michele Ebaugh (D.B. 414, Page 24), thence along said lands, S 60° 42' 19" W, 330.35 feet to an iron pin, being a westerly corner of said lands and being a northerly corner of lands owned now or formerly by Amos Neyhart (D.B. 185, Page 21) and being a southerly corner of lands owned now or formerly by Lane E. Carpenter (D.B. 358, Page 49), thence along the Carpenter lands and lands owned now or formerly by George C. and Kathryn L. Ward (D.B. 432, Page 1125) and lands owned now or formerly by Marlowe D. Froke (D.B. 429, Page 710), N 23° 27' 15" W, 858.91 feet to an iron pin, being a northerly corner of the Froke lands and being an easterly corner of lands owned now or formerly by Richard F. and Lori F. DeFluri (D.B. 441, Page 303), thence along the DeFluri lands N 24° 19' 20" W, 385.36 feet to an iron pin, thence continuing along the DeFluri lands, S 73° 46' 18" W, 44.80 feet to an iron pin, thence continuing along said lands, N 24° 37' 17" W, 56.57 feet to an iron pin, thence continuing along said lands, N 69°

37' 17" W, 428.16 feet to an iron pin, lying in a southerly right-of-way of Scenery Drive (Variable R/W), thence crossing Scenery Drive, N 19° 57' 48" E, 66.32 feet to an iron pin lying in a northerly right-of-way of Scenery Drive, thence along said right-of-way along a curve to the left having a chord bearing of S 66° 04' 45" W, a chord distance of 835.95 feet, a radius of 602.96 feet and an arc distance of 923.64 feet to an iron pin lying in said right-of-way and lying in an easterly line of lands owned now or formerly by Rolling Ridge Development Company, Inc. (D.B. 444, Page 238), thence along said lands, N 39° 24' 30" W, 250.50 feet to an iron pin lying in said line and being a southerly corner of lands owned now or formerly by the Centre Hills Country Club (M.S. 104, Page 857), thence along said line, N 51° 26' 00" E, 640.12 feet to an iron pin lying in said line and being a westerly corner of lands owned now or formerly by the Centre Hills Country Club and Centre Hills Realty, Inc. (D.B. 364, Page 1020), thence along said lands, N 84° 44' 50" E, 613.16 feet to an iron pin thence continuing along said lands, N 67° 20' 20" E, 333.71 feet to an iron pin, thence continuing along said lands, N 54° 00' 00" E, 287.12 feet to an iron pin, thence continuing along said lands, S 70° 46' 40" E, 150.00 feet to an iron pin, thence continuing along said lands along a curve to the left having a chord bearing of N 04° 11' 47" W, a chord distance of 196.04 feet, a radius of 750.00 feet, and an arc distance of 196.60 feet to an iron pin, thence continuing along said lands along a curve to the left having a chord bearing of N 38° 49' 58" W, a chord distance of 319.17 feet, a radius of 350.00 feet, and an arc distance of 331.42 feet to an iron pin, thence continuing along said lands, S 74° 40' 27" W, 485.45 feet to an iron pin, thence continuing along said lands, S 80° 44' 04" W, 180.17 feet to an iron pin, thence continuing along said lands, N 38° 34' 00" W, 279.61 feet to an iron pin, thence continuing along said lands, N 32° 46' 05" E, 491.52 feet to an iron pin, being an easterly corner of said lands and lying in a westerly right-of-way of the Mt Nittany Expressway, Route 322 (Variable R/W), thence along said right-of-way along a curve to the left having a chord bearing of S 59° 19' 10" E, a chord distance of 839.89 feet, a radius of 3969.72 feet and an arc distance of 841.46 feet to an iron pin lying in said right-of-way and being a northerly corner of lands owned now or formerly by the Centre Hills Country Club and Centre Hills Realty, Inc., thence along said lands, S 74° 40' 27" W, 101.63 feet to an iron pin, thence continuing along said lands along a curve to the right having a chord bearing of S 34° 48' 00" E, a chord distance of 313.79 feet, a radius of 400.00 feet, and an arc distance of 322.45 feet to an iron pin, thence continuing along said lands along a curve to the right having a chord bearing of S 03° 41' 15" E, a

chord distance of 223.19 feet, a radius of 800.00 feet, and an arc distance of 223.92 feet to an iron pin, thence continuing along said lands, S 75° 14' 49" E, 705.42 feet to an iron pin, thence continuing along said lands and other lands owned by Centre Hills Country Club, S 15° 30' 00" W, 280.00 feet to an iron pin, thence continuing along said lands, S 44° 52' 30" W, 484.25 feet to an iron pin, thence continuing along said lands, S 37° 00' 00" W, 346.52 feet to an iron pin, thence continuing along said lands, S 07° 37' 00" W, 180.42 feet to an iron pin, thence continuing along said lands along a curve to the left having a chord bearing of S 49° 48' 43" E, a chord distance of 119.09 feet, a radius of 685.00 feet, and an arc distance of 119.24 feet to an iron pin, thence continuing along said lands along a curve to the left having a chord bearing of S 61° 48' 42" E, a chord distance of 105.00 feet, a radius of 430.00 feet, and an arc distance of 105.26 feet to an iron pin, thence continuing along said lands, N 58° 30' 00" E, 402.12 feet to an iron pin, thence continuing along said lands, N 56° 10' 20" E, 604.43 feet to an iron pin, thence continuing along said lands, N 13° 35' 00" E, 498.72 feet to an iron pin, thence continuing along said lands, N 73° 45' 00" E, 466.01 feet to an iron pin, thence continuing along said lands, S 82° 10' 52" E, 630.00 feet to an iron pin, thence continuing along said lands, S 07° 49' 08" W, 92.25 feet to an iron pin, thence continuing along said lands, S 29° 34' 57" E, 140.00 feet to an iron pin, thence continuing along said lands, S 60° 32' 46" E, 117.25 feet to an iron pin, being the place of beginning; containing 73.488 acres



R 02156-0379 Jan 22, 2015

S & A HOMES INC

VILLAGE AT CANTERBURY LP

01-22-2015

13:38:45

AMEN

4 pgs

RECORDER OF DEEDS

SKA
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**AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR CANTERBURY CROSSING PRD TO RECOGNIZE TRANSFER OF
SPECIAL DECLARANT AND DEVELOPMENT RIGHTS FOR PHASE IV AND V**

THIS TRANSFER OF SPECIAL DECLARANT AND DEVELOPMENT RIGHTS is made this 30th day of September, 2014, by and between **S&A Custom Built Homes, Inc., n/k/a S&A Homes, Inc.**, a Pennsylvania corporation ("Transferor") and **Village at Canterbury, LP**, a Pennsylvania limited partnership ("Transferee").

WITNESSETH:

WHEREAS, by a Declaration of Covenants, Conditions and Restrictions for Canterbury Crossing was recorded on May 2, 1989 in the Office for the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 483 Book at Page 370 ("Declaration"), S&A Custom Built Homes, Inc. created the Canterbury Crossing Planned Residential Development; and

WHEREAS, said Declaration was amended by an Amendment to Declaration of Covenants, Conditions and Restrictions for Canterbury Crossing recorded September 30, 2003 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 1607 at Page 1093; and

WHEREAS, a First Supplemental Declaration of Covenants and Restrictions was recorded on May 2, 1989 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 483 at Page 395, which was subsequently amended by the Amendment to First Supplemental Declaration of Covenants and Restrictions recorded September 30, 2003 in Record Book 1607 at Page 1100; and

WHEREAS, as Declarant, Transferor possesses those Special Declarant and Development Rights as set forth and defined in Section 5103 of the Uniform Planned Community Act (68 Pa.C.S.A. § 5101 et seq.) and the aforementioned Declaration, as amended and supplemented; and

WHEREAS, by Deed recorded on May 22, 2012 in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania in Record Book 2101 at Page 493, Transferor. conveyed to Transferee all that certain tract of land situate in College Township, Centre County, Pennsylvania, being more particularly known as Phases IV and V in the Canterbury Crossing PRD as set forth in the Plan recorded in Plat Book 85 at Page 165, which real property was under and subject to the aforementioned Declaration of Covenants, Conditions and Restrictions, as amended and supplemental; and

WHEREAS, Transferor desires to convey to Transferee, who desires to accept, all the Special Declarant and Development Rights with respect to said Phases IV and V of the Canterbury Crossing

PRD, as set forth in the recorded Declaration of Covenants, and Restrictions, as amended and supplemented as set forth hereinabove.

NOW, THEREFORE, in consideration of the premises and mutual covenants recited herein and in the Deed, and intending to be legally bound hereby, the Parties hereto agree as follows:

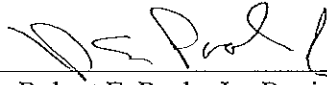
1. Transferor hereby conveys, transfers, assigns and sets over unto Transferee all Special Declarant and Development Rights as they relate to Phases IV and V of the Canterbury Crossing PRD, and Transferee hereby accepts those Special Declarant and Development Rights.
2. Transferor hereby reserves unto itself, its successors and assigns forever, all Special Declarant and Development Rights not specifically transferred herein including, without limitation, all Special Declarant and Development Rights appurtenant to all remaining Phases of the Canterbury Crossing PRD.
3. Transferor hereby covenants and represents that it has the full right, power, authority and title to transfer and assign the Special Declarant and Development Rights and that Transferor has not made any other assignment or transfer of any interest in the Special Declarant and Development Rights.
4. Transferee hereby covenants and represents that it has the full right, power, and authority to accept the transfer and assignment of the Special Declarant and Development Rights.
5. This Transfer of Special Declarant and Development Rights shall be recorded in the Office of the Recorder of Deeds in and for Centre County, Pennsylvania, and **shall be indexed in the names of S&A Homes, Inc., f/k/a S&A Custom Built Homes, Inc. and Village at Canterbury, LP, in both the Grantor and the Grantee indices.**
6. This Transfer of Special Declarant and Development Rights shall be binding upon the parties, their successors and assigns and shall inure to the benefit of Transferee, its successors and assigns.
7. This Transfer of Special Declarant and Development Rights shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the undersigned have caused this document to be executed on this, the 30th day of September, 2014.

WITNESS:


TRANSFEROR
S&A Homes, Inc.

Christopher A. Decha

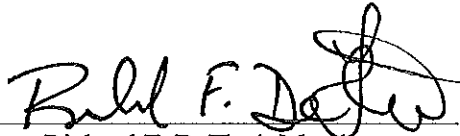
by: 
Robert E. Poole, Jr., President

TRANSFeree
Village at Canterbury, LP,
by: The Village Manager, LLC, its
General Partner

Christopher A. Decha

by: 
Robert E. Poole, Jr., Member

Lauren Capparelli

by: 
Richard F. DeFluri, Member

COMMONWEALTH OF PENNSYLVANIA

:

SS.

COUNTY OF CENTRE

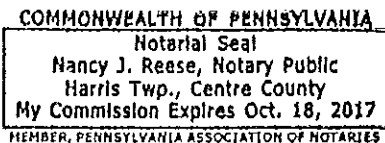
:

On this, the 30th day of September, 2014, before me, a Notary public, in and for said Commonwealth, personally appeared, **Robert E. Poole, Jr.**, who, after being duly sworn according to law, deposes and says that he is the President of S&A Homes, Inc., and that he as such President is authorized to execute the foregoing for the purpose therein contained.

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

Nancy J. Reese
NOTARY PUBLIC

My Commission Expires: 10/18/2017



COMMONWEALTH OF PENNSYLVANIA

:

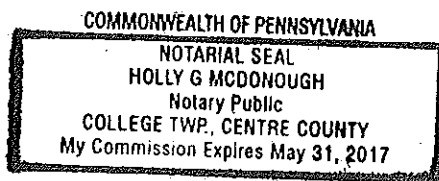
SS.

COUNTY OF CENTRE

:

On this, the 30th day of September, 2014, before me, a Notary public, in and for said Commonwealth, personally appeared, **Robert E. Poole, Jr. and Richard F. DeFluri**, who, after being duly sworn according to law, depose and say that they are Members of The Village Manager, LLC, general partner of Village at Canterbury, LP, and that they as such Members are authorized to execute the foregoing for the purpose therein contained.

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



Holly G. McDonough
NOTARY PUBLIC

My Commission Expires:

BYLAWS

CANTERBURY CROSSING HOMEOWNERS ASSOCIATION

BYLAWS
OF
CANTERBURY CROSSING HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
Definitions

Section 1. Terms. The following terms as used in these Bylaws shall be defined as follows, unless the context clearly indicates otherwise.

"Articles" and Bylaws shall mean and refer to the Articles of Incorporation and the Bylaws, as they exist from time to time.

"Association" means Canterbury Crossing^{prD} Homeowners Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns.

"Board" means the Board of Directors of the Association as formed pursuant to provisions of the Declaration and of these Bylaws.

"Canterbury Crossing Planned Residential Development" means the residential community which is being developed and

constructed on the Properties by Developer, in phases, by subdivision of Lots, Units and Common Properties, by construction of residential dwellings thereon and other improvements, including roads, utility facilities and such other improvements deemed necessary or desirable by Developer.

"Common Expenses" shall mean and refer to expenditures for services required and authorized to be performed by the Association as more particularly set forth in the Declaration.

"Common Properties" means and refers to only those areas of land shown on any recorded subdivision plat of the Properties and intended to be devoted to the common use and enjoyment of the Owners, and may include the land and improvements for streets, easements, parks, playgrounds, pedestrian ways, and any buildings, structures or appurtenances incident thereto. Any land designated as a Condominium shall not be included in the Common Properties.

"Declaration" means the original Declaration of Covenants, Conditions and Restrictions dated November 4, 1988 made by the Developer and recorded in the Office of the Recorder of Deeds in and for Centre County at Deed Book 483, Page 310, setting forth certain restrictive covenants,

equitable servitudes and easements with respect to the Properties, as the same may be supplemented from time to time.

"Developer" shall mean and refer to S & A Custom Built Homes, Inc., its successors or assigns, a Pennsylvania business corporation.

"Final Plan" means the final subdivision plans for any phase of Canterbury Crossing Planned Residential Development as submitted to and approved by the authorities of College Township, Centre County and recorded in the Office of the Recorder of Deeds in Centre County, and any supplements or amendments thereto.

"Fiscal Year" means the 12-month period selected by the Association for use in budgeting, assessment and providing for payment of Common Expenses.

"Lot" shall mean and refer to any plot of land shown upon any recorded final plat of the Properties with the exception of Common Properties as heretofore defined.

"Maintenance" means collectively and separately all maintenance, repair work, restoration work, reconstruction work, improvements, replacement, painting, landscaping, paving, cleaning, trash collection and any other general maintenance

upkeep required to maintain the Common Properties in a good, sanitary condition and repair.

"Member" means and refers to all those Owners who are members of the Association as provided in Article II, Section 1 hereof.

"Owner" shall mean and refer to the owner as shown by the real estate records in the Office of the applicable Recorder of Deeds whether it be the Declarant; one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Unit. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

"Properties" means any and all property, real, personal or mixed, made subject to the Declaration, as amended and supplemented, as referenced in this Article, and any additional real estate made subject to the Declaration by any supplemental declaration, and including all Lots, Units and Common Properties described in the Declaration or in any supplement

thereto, together with any additions, improvements, or other property referenced in or made subject to the Declaration

"Streets" means any and all of the real property designated on a recorded final plat as a street, roadway, parking area, pedestrian path, walkway or any right-of-way for road or access purposes including related drainage facilities, and including any improvements thereto which have not been dedicated to any public authorities, but not including any streets designated on the final plan for any section of Canterbury Crossing Planned Residential Development which has been dedicated to public authorities.

"Unit" shall mean a portion of the Properties intended for use and occupancy as a single family residence and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) any condominium unit, apartment unit, patio or zero lot line home, or any Lot intended for single family use, as may be developed, used and defined as herein provided or as provided in subsequent amendments or supplements, covering all or a part of the Properties; and provided, further, each apartment or condominium unit within an apartment or condominium building shall be a Unit, but the building itself shall not be or constitute a Unit.

ARTICLE II

Membership and Voting Rights

Section 1. Members. Every Owner including the Declarant shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit, and any such membership shall terminate simultaneously with any termination of such ownership.

Section 2. Voting. Each Member shall be entitled to cast one vote for each Unit owned by said Member. For purposes of this section, Owners of apartment buildings shall be entitled to cast one (1) vote for each Unit in the apartment building. The Declarant of a condominium which may be formed or the Owner of a Unit within the condominium shall be entitled to one (1) vote for each Unit owned within the condominium.

When any Unit is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same Unit, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy

thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the Owners of the Unit.

Section 3. Change of Membership. Change of membership in the Association shall be established by recording in the Office of the applicable Recorder of Deeds a deed or other instrument conveying record fee title to any Unit and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a Member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the conveyance of his Unit. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such

time as such Owner transfers or conveys of record his interest in the Unit upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the Unit upon which membership is based.

Section 4. Declarant Control of Association. Notwithstanding anything herein to the contrary, until such time as the Declarant shall cease to own any Unit or any other portion of the Properties or an earlier date as the Declarant may decide, the Declarant shall have a total number of votes equal to not less than the number of votes cumulatively held by all other Members, plus one (1), providing it with a majority of the votes of the membership. Upon expiration of the stated period, the Declarant shall continue to possess voting rights incident to ownership as described herein. It is the intent of this section that Declarant shall possess exclusive control over the Association until expiration of the stated period.

Section 5. Suspension of Voting Rights. The Board may suspend the voting rights, license to use Common Properties and any other rights of any Member for:

100% or
other
as per
the

(A) Any period during which any Association assessment or other obligation, as provided in the Declaration, remains unpaid;

(B) The period of any continuing violation by such Member of provisions of the Declaration after the existence thereof shall have been declared by the Board; and

(C) A period to be determined by the Board, for repeated violations of the Bylaws or of the rules and regulations of the Association.

ARTICLE III

Evidence of Membership and Transfer

Section 1. Membership Records. The Association shall maintain at the office of the Association up to date records showing the names of the Members of the Association and the dates of membership. Whenever any Unit is transferred to new Owners which transfer gives rise to membership in the Association, the Association shall promptly revise the membership list to reflect the change.

Section 2. Membership Termination. When a Member ceases to be an Owner, such person's membership shall cease, but such person shall remain liable for all Association assessments or other obligations incurred pursuant to provisions of the Declaration prior to termination of such ownership and written notice to the Association that such person is no longer an Owner.

ARTICLE IV

Meetings of Association

Section 1. Meeting Location. Any meeting of the Members of the Association shall be held in the Commonwealth of Pennsylvania at such place therein as may be stated in the notice of such meeting.

Section 2. First Annual Meeting. The first annual meeting of the Association shall be held on the _____, if not a legal holiday and, if a legal holiday, then on the next business day following, commencing with the year 1988. In addition to the election of Directors at said first meeting, the Association may transact such other business as may properly come before it.

Section 3. Regular Annual Meeting. Regular annual meetings subsequent to the first meeting shall be held within thirty days of the same day of the same month of each year thereafter, at an hour set by the Board. Subject to the foregoing, the annual meeting of the Association will be held at a date and time as set by the Board of Directors.

Section 4. Special Meetings. Special meetings of the Association may be called by the Board at any time in the manner herein provided. A special meeting may also be called upon the written petition of Members of the Association holding at least twenty (20%) percent of the votes entitled to be cast at such meeting. Such petition shall set forth the purpose of the special meeting. Written notice of a special meeting of the Association stating the time, place and purpose shall be served upon or mailed to each person entitled to vote at such address as appears on the books of the Association at least seven (7) days before such meeting.

Section 5. Meeting Notice. Written notice of the place, date and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally or by mail, to each Member entitled to vote

at such meeting, unless otherwise provided in the Declaration. If mailed, such notice shall be deemed to have been delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the records of the Association, with postage prepaid; or such notice may be published in any newspaper or publication printed under the auspices of the Association and distributed generally among Members of the Association. At a special meeting, no business shall be conducted except that stated in the notice of said meeting.

Section 6. Quorum. A quorum at either a special meeting or the annual meeting shall be Members of the Association or authorized representatives thereof holding at least thirty (30%) percent of the votes entitled to be cast at such meeting in person or by proxy, unless otherwise provided in the Declaration. The vote of a majority of the votes entitled to be cast at any meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Members, unless a greater proportion is required hereby, by the Declaration or by law. If, however, such quorum shall not be present or represented at any meeting of the Association, the persons entitled to vote who are present at said meeting, in person or represented by written proxy, shall have the power to adjourn the meeting, from time to time, without notice other

than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 7. Voting List. At least fourteen (14) days before every election of Directors, a complete list of those persons entitled to vote at said election shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the Association and shall be open to examination by any person entitled to vote throughout such time.

Section 8. Right to Vote.

(A) Members who are delinquent in the payment of assessments shall not be entitled to vote nor shall any person on said Member's behalf be entitled to vote at any meeting of the Association, annual or special, for so long as any such assessments remain delinquent.

(B) All proxies must be in writing, signed by the person entitled to vote granting the proxy and

filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting. Proxies may be given only to a voting Member or person authorized to vote on his behalf

Section 9. Waiver and Consent. Whenever the vote of Members or persons on their behalf at a meeting is required or permitted by any provision of the laws of the Commonwealth of Pennsylvania, the Declaration, the Articles of Incorporation or these Bylaws in connection with any action of the Association, the meeting and vote of Members or persons entitled to vote on their behalf may be dispensed with if all such persons who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 10. Order of Business. The order of business at annual Members' meetings and, as far as practical, at other Members' meetings will be:

- (A) Election of Chairman.
- (B) Roll call.

- (C) Proof of notice of meeting or waiver of notice.
- (D) Reading of minutes of prior meeting
- (E) Officers' reports.
- (F) Committee reports.
- (G) Elections.
- (H) Unfinished business.
- (I) New business.
- (J) Adjournment.

ARTICLE V

Board of Directors

Section 1. Number and Term. The number of directors ("Directors") which shall constitute the Association's Board of Directors shall be not less than three (3) nor more than seven (7), and in no event an even number of persons. Until succeeded by Directors elected by Members other than the Developer, Directors need not be Members of the Association, but, thereafter, all Directors, except for those Directors elected by the Developer, shall be Members of the Association. Within the limits above specified, the number of Directors shall be elected to serve for staggered terms of three years or until his successor shall be elected and shall qualify. The first election by Members shall be for one director for a term

of one year, one director for a term of two years, and one director for a term of three years. The first Board of Directors shall have three (3) Members. The election of Directors by Members shall be by majority vote with each Member entitled to vote as set forth in Article II, Section 2 hereof and cumulative voting shall not be permitted.

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office. Notwithstanding the foregoing, the Developer is authorized to replace any Director elected by the Developer.

Section 3 Removal. Any Member of the Board of Directors may be removed from office with or without cause by the vote or agreement in writing of holders of a majority of the total votes of the Members. A special meeting of the Members of the Association to remove a Member or Members of the Board of Directors may be called by holders of ten percent (10%) of the total votes of Members giving notice of the

meeting as required for a meeting of Members and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. The above provisions shall not be applicable to Directors elected or appointed by the Developer. If any Director fails to pay any assessment levied against him by the Board of Directors, whether an annual or special assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director, and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Section 4. Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by the laws of the Commonwealth of Pennsylvania, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

(A) To levy and collect annual and special assessments as provided in Article V of the Declaration, except that the Board of Directors may not cause the Association to contribute more than ten

percent of its receipts from annual assessments to a reserve for (a) major rehabilitation or major repairs, and (b) emergency repairs required as a result of storm, fire, natural disaster or other casualty loss without the approval of sixty-six percent of the Members' votes, who are voting at a meeting called for the aforementioned purposes.

(B) To use and expend the assessments collected to acquire, maintain, operate, lease, care for and preserve the Common Properties.

(C) To purchase the necessary equipment required in the maintenance, care and preservation referred to above.

(D) To enter into and upon the Units when necessary, with as little inconvenience to the Owners as possible, in connection with said maintenance, care and preservation.

(E) To insure and keep insured the Common Properties against loss from fire and/or other casualty and the Owners against public liability, and

to purchase such other insurance as the Board of Directors may deem advisable.

(F) To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Members for violations of these Bylaws, the Articles of Incorporation, the Declaration, and the rules and regulations promulgated by the Board of Directors.

(G) To employ and compensate such personnel as may be required for the maintenance and preservation of the Common Properties.

(H) To make reasonable rules and regulations and sanctions for noncompliance therewith, applicable to all Members.

(I) To contract for the management of the Common Properties and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership.

(J) To carry out the obligations of the Association under any easements, restrictions or covenants running with any land subject to the Declaration.

(K) To perform the services authorized or required of the Association pursuant to the Declaration or the Articles of Incorporation.

(L) To designate a banking institution or institutions as depository for the Association's funds; and the officer or officers authorized to make withdrawals therefrom and to execute obligations on behalf of the Association.

(M) To perform other acts, the authority for which has been granted herein by the Declaration or by law, including the borrowing of money for Association purposes. A resolution by the Board that the interests of the Association require the borrowing of money shall be sufficient evidence for any person that the borrowing is for a proper corporate purpose. The Board may, if it determines that the same shall be reasonably necessary, assign, pledge, mortgage or encumber any Association property as security for such

borrowings, and they may pledge or assign future revenues of the Association as security therefor.

(N) To adopt reasonable rules of order for the conduct of the meetings of the Association.

(O) Elect the officers of the Association. It may establish committees of the Association and appoint the Members thereof. It may assign to such committees such responsibilities and duties not inconsistent with the provisions of the Declaration, these Bylaws or with law as it may deem appropriate.

(P) The Board shall adopt an operating budget, as required by, and for the purposes set forth in Article V, Section 9 of the Declaration, at least sixty (60) days before the beginning of the fiscal year for which assessments are determined.

Section 5. Compensation. Neither Directors nor officers shall receive compensation for their services as such.

Section 6. Meetings. Meetings of the Board of Directors shall be held in accordance with the following:

(A) The first meeting of each Board of Directors newly elected by the Members shall be held immediately upon adjournment of the annual meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' meeting and immediately after the adjournment of same.

(B) Special meetings shall be held whenever called by the president or a majority of the Board. The secretary shall give notice of each special meeting either personally or by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

(C) Meetings of the Board of Directors shall be open to all Members and, except in cases of emergency, notices of such meetings shall be posted conspicuously on the Common Properties at least forty-eight (48) hours in advance of such meetings.

(D) A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

(E) Nominations for Directors may be filed with the Board, in writing, by any Member in good standing at least 45 days prior to the annual meeting.

Section 7. Waiver of Notice. Any Member may at any time in writing, waive notice of any meeting of the Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Board shall constitute a waiver of notice by him of the time, place and purpose of the meeting.

Section 8. Order of Business. The order of business at all meetings of the Board shall be as follows:

(A) Roll call.

(B) Reading of minutes of the last meeting.

- (C) Consideration of communications.
- (D) Resignations and elections.
- (E) Reports of officers and employees.
- (F) Reports of committees.
- (G) Unfinished business.
- (H) Original resolutions and new business.
- (I) Adjournment.

Section 9. Proxy. Every Member entitled to vote or execute consents shall have the right to do so either in person or by an agent or agents authorized by a written proxy executed by such Member or his duly authorized agent and filed with the Secretary of the Association; provided that no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless the person executing it specifies therein the length of time for which such proxy is to continue in force, which in no event shall exceed three (3) years from the date of its execution.

Section 10. Consent in Lieu of Meeting. Unless prohibited by law, any action which may be taken at a meeting of the Board may be taken without a meeting if authorized in a written consent signed by all of the Directors who would be entitled to vote upon said action at a meeting and filed with the Secretary of the Association.

ARTICLE VI

The Officers

Section 1. Officers. The officers of the Association shall be the President, one or more Vice-Presidents, the Secretary, the Treasurer and such other officers and assistant officers as the Board may from time to time elect. Officers shall serve at the will of the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. President. The President shall be the general managerial officer of the Association, except as otherwise determined by the Board, and he shall be vested with the powers and duties generally incident to the office of President of a non-profit corporation, except as otherwise determined by the Board, or as may be otherwise set forth in these Bylaws. He need not be a Director.

Section 3. Vice-President. In the absence of the President, or in the event of his inability or refusal to act, the Vice-President is empowered to act and shall thereupon be vested with the powers and duties of the President. In the event that there is more than one Vice-President, the Board

shall establish the order in which they serve and their respective duties.

Section 4. Secretary. The Secretary of the Association shall keep the minutes of the business and other matters transacted at the meetings of the Members and of the Board which records shall be retained for a period of not less than seven (7) years. He shall mail, or cause to be mailed, all notices required under the Bylaws. He shall have the custody of the corporate seal, if any, and records and maintain a list of the Members and their addresses and perform all other duties incident to the office of Secretary.

Section 5. Treasurer. The Treasurer shall have custody of the funds of the Association, collect monies due, pay the obligations of the Association out of its fund, and perform such other duties as are incident to the office of Treasurer. The Board may require that the Treasurer be bonded for such amount and under such conditions as the Board may require, the cost of any such bond to be paid by the Association.

Section 6. Removal. Any officers may be removed at any time at the discretion of the Board.

Section 7. Vacancies. If the office of the President, Vice-President, Secretary, Treasurer or any other office established by the Board of Directors becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 8. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE VII

Committees

Section 1. Standing Committees. Standing committees of the Association shall be:

(A) The Architectural Control Committee; and

(B) Such other committees as shall be established from time to time by the Board. Unless

otherwise provided herein or by the Board, each Committee shall consist of a Chairman and two or more Members and shall include a Member of the Board. Appointments to standing committees shall be made annually prior to each annual meeting of the Members of the Association to serve from the close of such annual meeting to the next annual meeting.

Section 2. Removal. Committee Members shall serve at the pleasure of the Board and may be removed or replaced at any time at the discretion of the Board.

Section 3. Architectural Control Committee. The Architectural Control Committee shall perform the duties specified in the Declaration and shall advise the Board on matters relating to the general environment of Canterbury Crossing Planned Residential Development and enforcement of provisions of the Declaration.

Section 4. Subcommittees. Each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions.

Section 5 The initial Board shall constitute the Architectural Control Committee until the Board deems the Association membership is sufficient to augment the committees with other Members prepared to fulfill the required duties.

ARTICLE VIII

Developer Control of Association

Notwithstanding anything herein to the contrary, until such time as the Developer shall cease to own any Unit or an earlier date as the Developer may decide, the Developer shall be entitled to votes as set forth in the Declaration, providing it with a majority of the votes of the membership.

ARTICLE IX

Accounting Records

The Association shall maintain accounting records according to generally accepted principles of accounting, consistently applied, which shall be open to inspection by Members or their authorized representatives at a reasonable time and written summaries of which shall be supplied at least annually to Members or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Unit, which

account shall designate the name and address of the Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

ARTICLE X

Corporate Seal

The Association shall have no corporate seal.

ARTICLE XI

Amendments

Section 1. Amendments. These Bylaws may be amended by a majority vote of the Board, subject to applicable law; provided that any matter governed by the Declaration may not be amended except as provided in said Declaration.

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XII

Finances

Section 1. Fiscal Year. The fiscal year shall be the calendar year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one (1) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors, by resolution, may require more than one (1) signature.

Section 3. Fidelity Bonds for Officers. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or in which he has control via a signatory or a bank account or other depository account; however, notwithstanding the foregoing, the management firm, if any, under the terms of a management agreement, as to

funds in its possession and/or control, shall determine, in its sole discretion, the amount of the bond and who is to be bonded, if any, among its employees.

ARTICLE XIII

Notices

Section 1. Definition. Whenever, under the provisions of the laws of the Commonwealth of Pennsylvania, the Declaration, the Articles of Incorporation or these Bylaws, notice is required to be given to any Director, Officer or Member, it shall not be construed to mean only personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association. Any such notice and any notice of any meeting of the Members, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these Bylaws or the Declaration.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the laws of the Commonwealth of Pennsylvania, the Declaration, the Articles of Incorporation or these Bylaws, a waiver thereof, in writing signed by the person or persons entitled to such

notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Association is 1315 South Allen Street, Suite 110, State College, Pennsylvania, 16801 or at such other place as may be subsequently designated by the Board of Directors.

ARTICLE XIV

Declaration Incorporated by Reference

The Declaration, in its entirety and not only to the extent specifically referred to in these Bylaws, is hereby incorporated into and made a part of these Bylaws of the Association.

ARTICLE XV

Construction

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the provisions of these Bylaws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as the Bylaws of Canterbury Crossing Homeowners Association, Inc. at the first meeting of its Board of Directors, May 4, 1989.

Sandra L. Poole
(Assistant) Secretary

APPROVED:

Robert S. Poole
(Vice) President

CANTERBURY CROSSING PROPERTY OWNERS ASSOCIATION
2017 Budget

	2015 Budget	2015 Actual	2016 Budget	01/01/16-11/06/16 Actual	11/07/16-12/31/16 Projected	2016 Total	2017 BUDGET
Number of Unit Owners	82	83	83	83	83	83	87
Number of Open Lots	3	2	2	2	2	2	15
Annual Dues	\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00
Income							
Association Dues	\$ 26,240.00	\$ 26,440.64	\$ 26,560.00	\$ 11,520.00	\$ 15,040.00	\$ 26,560.00	\$ 27,840.00
Deficit Contribution from S&A	-	-	-	-	-	-	-
Resale Certificates	-	50.00	-	-	-	-	-
Interest Income - Checking	-	32.49	-	21.59	7.20	28.79	-
Total Income	<u>\$ 26,240.00</u>	<u>\$ 26,523.13</u>	<u>\$ 26,560.00</u>	<u>\$ 11,541.59</u>	<u>\$ 15,047.20</u>	<u>\$ 26,588.79</u>	<u>\$ 27,840.00</u>
Expense							
Administrative Fees	\$ 3,500.00	\$ 3,500.00	\$ 3,600.00	\$ -	\$ 3,600.00	\$ 3,600.00	\$ 3,700.00
Insurance	1,155.44	1,085.00	1,095.85	-	1,085.00	1,085.00	1,106.70
Landscape Maintenance	16,000.00	15,105.23	14,000.00	10,744.86	705.14	11,450.00	12,725.00
Utilities	1,616.00	2,069.98	2,060.52	1,588.56	317.71	1,906.27	1,944.40
Supplies, Bank Charges, etc.	200.00	248.33	200.00	131.30	68.70	200.00	200.00
Repairs & Maintenance	2,000.00	171.42	3,000.00	7,844.87	-	7,844.87	5,500.00
Miscellaneous Expense	1,500.00	488.00	1,500.00	202.38	297.62	500.00	1,000.00
Total Expenses	<u>\$ 25,971.44</u>	<u>\$ 22,667.96</u>	<u>\$ 25,456.37</u>	<u>\$ 20,511.97</u>	<u>\$ 6,074.17</u>	<u>\$ 26,586.14</u>	<u>\$ 26,176.10 (A)</u>
Surplus (Shortfall)	<u>\$ 268.56</u>	<u>\$ 3,855.17</u>	<u>\$ 1,103.63</u>	<u>\$ (8,970.38)</u>	<u>\$ 8,973.02</u>	<u>\$ 2.64</u>	<u>\$ 1,663.90</u>

Cash Balance at 11/06/16 \$ 14,582.39

Notes:

(A) Expenses have been adjusted as necessary based on 2015/2016 financial data.

THE 2017 TOTAL ANNUAL DUES ARE: \$ 320.00

THE INITIAL CAPITAL FEE IS: \$ -

**Canterbury Crossing Property Owners Association, Inc.
Dues Payable at Settlement
Fiscal Year Ending 12-31-2017**

INITIAL CAPITAL: \$0.00

ANNUAL DUES: \$320.00

DUES RATE PER DAY: \$0.88

Initial Capital is to be paid for ALL Settlements with NO proration.

Initial Capital shall also apply to all resales.

Annual Dues are due by January 31st each year, except for the year of settlement.

The Day of Settlement:

Collect INITIAL CAPITAL

**Collect PRORATED ASSESSMENT from date
of settlement through December 31, 2017
at \$0.88 per day**

**Please make payments payable to:
Canterbury Crossing Property Owners Association, Inc.
C/O Candace Whitfield, S&A Homes, Inc.
2121 Old Gatesburg Road, Suite 200
State College, PA 16803
E-mail: hoa@sahomebuilder.com
Phone: 814-272-8998 Fax: 814-231-4770**

THE CANTERBURY CROSSING PROPERTY OWNERS ASSOCIATION, INC.

GENERAL COMMON AREA Services:

Mowing and Landscaping:

Crossing Park and Open Common Areas

Repairs and Maintenance:

Drainage easements and street sewer drains

Paved walking paths, benches and signs in park

Entrance sign:

Electricity, repairs, maintenance

Street lights:

Electricity, repairs, maintenance

Insurance on Common Areas and for Association:

general liability, directors & officers, errors & omissions, property (hazard)

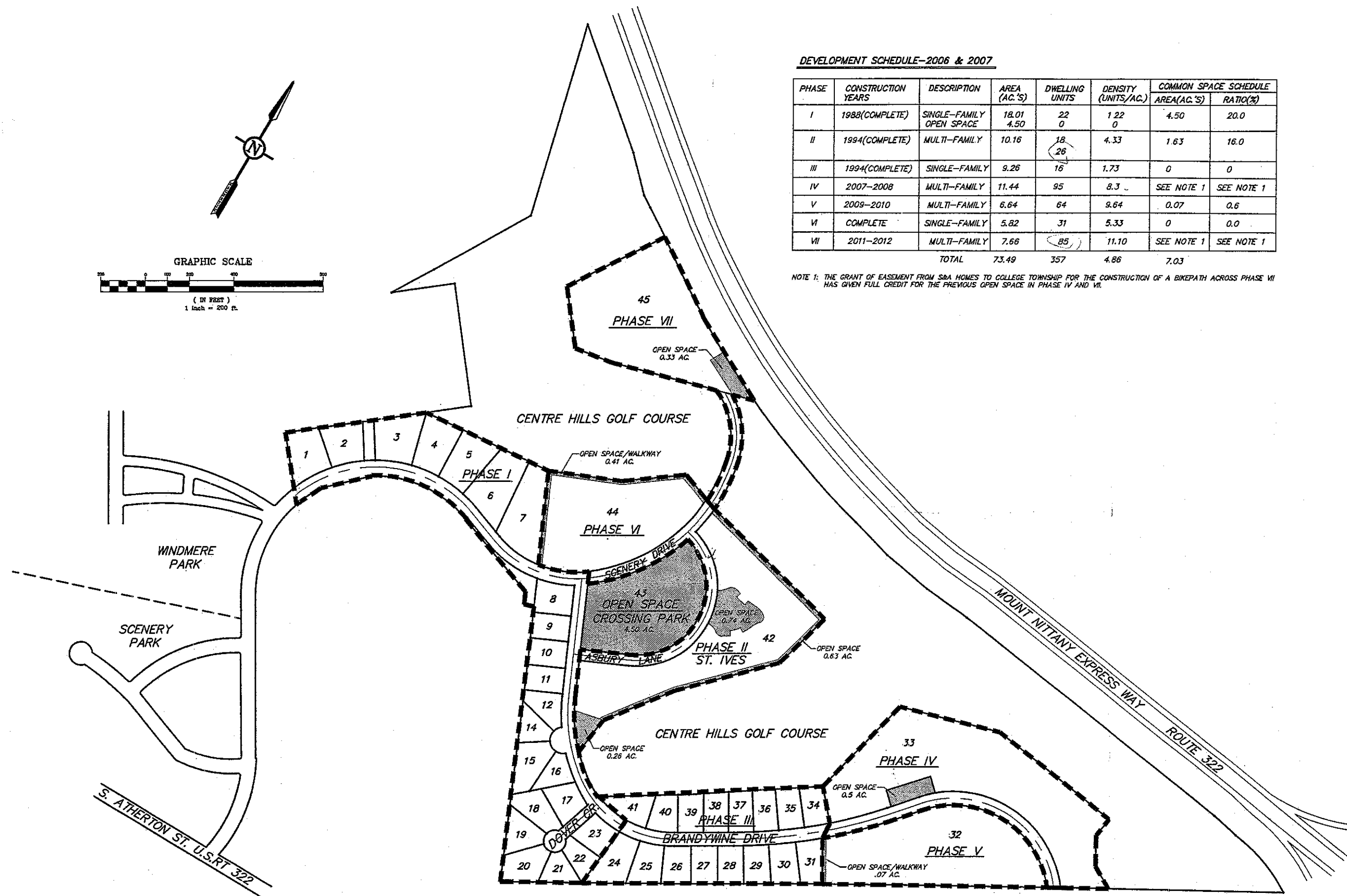
Property management and accounting for association

Note that regular maintenance items are funded through dues. Major maintenance items will be funded by reserves or assessments as needed.

DEVELOPMENT SCHEDULE-2006 & 2007

PHASE	CONSTRUCTION YEARS	DESCRIPTION	AREA (AC.'S)	DWELLING UNITS	DENSITY (UNITS/AC.)	COMMON SPACE SCHEDULE	
						AREA(AC.'S)	RATIO(%)
I	1988(COMPLETE)	SINGLE-FAMILY OPEN SPACE	18.01 4.50	22 0	1.22 0	4.50	20.0
II	1994(COMPLETE)	MULTI-FAMILY	10.16	18 26	4.33	1.63	16.0
III	1994(COMPLETE)	SINGLE-FAMILY	9.26	16	1.73	0	0
IV	2007-2008	MULTI-FAMILY	11.44	95	8.3	SEE NOTE 1	SEE NOTE 1
V	2009-2010	MULTI-FAMILY	6.64	64	9.64	0.07	0.6
VI	COMPLETE	SINGLE-FAMILY	5.82	31	5.33	0	0.0
VII	2011-2012	MULTI-FAMILY	7.66	85	11.10	SEE NOTE 1	SEE NOTE 1
TOTAL			73.49	357	4.86	7.03	

NOTE 1: THE GRANT OF EASEMENT FROM SBA HOMES TO COLLEGE TOWNSHIP FOR THE CONSTRUCTION OF A BIKEPATH ACROSS PHASE VII HAS GIVEN FULL CREDIT FOR THE PREVIOUS OPEN SPACE IN PHASE IV AND VII.



Design: UT 4-18-88

Draft: JAW 12-16-93

Surveyor: _____

Plat Check: CVB 12-16-93

Map Check: _____

Book: _____ Pg: _____

WLD: _____ Date: _____

Acad: 88026/88026-MAP

11-10-06 JAW

8-27-05 JAW

6-19-00 RRK

1-26-94 JAW

12-16-93 JAW

1-17-90 BES

Date: _____ By: _____

CANTERBURY CROSSING PRD

College Township
Centre County
Pennsylvania

PHASING PLAN

Date

DEC.16, 1993

Scale

1"=200'

Project No.

E88026-1

Sheet No.

1 of 1