

**DECLARATION OF RESTRICTIVE COVENANTS,
RESERVATIONS AND EASEMENTS**

SAYBROOK DEVELOPMENT

01090

DECLARATION OF RESTRICTIVE COVENANTS, RESERVATIONS AND
EASEMENTS FOR THE SAYBROOK SUBDIVISION, FERGUSON TOWNSHIP,
CENTRE COUNTY, PENNSYLVANIA - S&A CUSTOM BUILT HOMES, INC.,
ROBERT E. POOLE, DON E. HAUBERT, & THOMAS F. SONGER t/d/b/a
WPSH ASSOCIATES, DEVELOPER

The Real Estate which is subject to these Restrictions, Covenants, Reservations and Easements are those parcels located in Ferguson Township, Centre County, Pennsylvania, more fully described in Exhibit "A" as attached hereto. The Developer is WPSH ASSOCIATES a partnership with offices at 501 Rolling Ridge Drive, State College, Centre County, Pennsylvania ("Developer").

Each lot in The Saybrook Subdivision designated by the Developer, being those lots included in the real estate described in Exhibit "A" attached hereto, shall be conveyed UNDER AND SUBJECT to the following conditions, covenants, easements and restrictions which shall be construed as covenants running with the land, which each Grantee by the acceptance of a deed from Developer, on behalf of themselves, their executors, administrators, heirs and assigns, agrees to keep and perform:

1. Each lot shall be used for residential purposes only, and only one (1) single family residential dwelling may be erected or maintained on each lot. As part of each single family residential dwelling constructed on a lot an integral garage for at least two (2) automobiles but for not more than three (3) automobiles must be erected. Only such other outbuildings or appurtenances, if any, as permitted by the Township and the Developer, their heirs and assigns may be erected or placed on the lot. Home occupations and professional offices shall not be conducted or maintained on the premises.

2. No lot shall be resubdivided into two (2) or more lots without the express written approval of Developer and Ferguson Township.

3. No mobile home, shack, or other temporary structure shall be kept, maintained or allowed on the premises except children's tents; nor shall any motor homes, campers, boats, or recreational vehicles be kept or stored on the premises except in a garage. In the event that a motor home, camper, boat or recreational vehicle is kept or stored in a garage, then the garage door shall be kept closed at all times except as may be required for the removal of such items. No unregistered motor vehicle may remain on the

said lot unless said motor vehicle is garaged. No metal storage buildings and/or metal fences shall be permitted. Wooden or masonry fences and outbuildings may be approved at the discretion of the developer.

4. No lot may be used as a means of access, ingress, egress, or regress to or from any other real estate except with Developer's specific written consent.

5. No animals, livestock, horses, or poultry, or any kind shall be raised, bred or kept on the premises except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose, and provided that there shall be kept on the premises no more than three (3) dogs and/or cats. All dogs and/or cats must be kept inside the home, no dog and/or pet houses are permitted.

6. No building shall be erected, altered or placed upon any lot and there shall be no grading of any lot or any removal of trees until the identity of the proposed builder and a complete set of plans and specifications for the same and a site plan shall first have been furnished to Developer, their heirs and assigns, at least thirty (30) days prior to construction and the identity of the proposed builder and such plans have been approved in writing by Developer, their heirs and assigns, and Grantee further agrees that no change shall be made in the identity of the builder or in said approved plans and specifications without the written approval of Developer, their heirs and assigns, first had and obtained.

Developer, their heirs and assigns, reserve the right to approve or disapprove of any builder of a dwelling or improvement within the Saybrook Subdivision. The Developer will provide a list of approved builders as may be amended by the Developer from time to time.

All submissions of plans for construction, proposed grading, and tree removals must be in duplicate, one (1) copy of which shall be retained by Developer and signed by Grantee as final construction plans.

After receipt of the identity of the proposed builder, the plans, specifications and proposals, Developer shall approve or disapprove the same within thirty (30) days. Developer may approve in part and disapprove in part, or otherwise qualify such approval, and may take into consideration aesthetic or other considerations or reasons as Developer, their heirs and assigns, shall deem suitable.

All site plans shall show the following:

- (a) existing topography
- (b) outline of all proposed structures and finished floor elevations including as well their locations relative to property lines
- (c) color and texture of materials to be used on the exterior of the dwelling
- (d) proposed driveways and sidewalks
- (e) clearing lines around structures, drives and walks
- (f) proposed drainage control on each lot
- (g) the scale of the plan is to be 1" = 20' or 1" = 50'
- (h) finished grade contours and "spot" elevations for all graded areas
- (i) erosion control measures that will be constructed to control water runoff until new ground is established
- (j) location of temporary sanitary facilities
- (k) landscaping plan.

Developer, their heirs and assigns, shall have the right to approve or disapprove any such plans or specifications, the identity of any builder, all grading, landscaping, and all tree removal, and they, their heirs and assigns, shall have the right to require whatever screening they deem suitable. Any and all future additions, deletions, or changes to the homes exterior including but not limited to color changes, the construction of fences or outbuildings, etc. must be approved in writing by the developer, their heirs or assigns.

7. The building and landscaping of any dwelling or garage or construction of concrete sidewalks must be completed within one (1) year from the start of home construction, or else there shall be assessed against the lot owner liquidated damages in the amount of Fifty (\$50.00) Dollars per day for that time beyond the foregoing one (1) year period during which such construction or landscaping is incomplete. Houses built by S & A Custom Built Homes, Inc. need not comply with the requirements of Sections 6 through 8 inclusive, in regard to the initial construction of the house and landscaping; provided, however, after sale of the house, The Lot and The Grantee shall be under and subject to all of the restrictions and requirements of Paragraph, 6 through 8, inclusive.

8. Minimum finished square footage of living space of all dwellings, excluding basements and garages, must be at least two thousand (2,000) square feet.

9. Neither Developer, nor their heirs, successors, or assigns, shall be liable in damages to anyone submitting any plans or request for approval, or to any Grantee affected by these Covenants by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every Grantee who submits any plans or request to the Developer for approval agrees, by submission thereof and every Grantee agrees, by acquiring title thereto, that he will not bring any such action or suit to recover any such damages.

10. Each Grantee acknowledges and agrees that any construction, improvement or movement of soil on a Lot is under and subject to the restriction and regulation of the Soil Conservation District, and each Grantee shall be responsible for constructing and maintaining erosion and sedimentation controls in accordance with the approved plans, and each Grantee hereby indemnifies and saves harmless Developer, its successors and assigns, from any loss, damage or claim that Grantee may have or incur as a result of the Grantee's failure to construct and maintain proper erosion and sedimentation controls.. Every lot owner or person who submits any plans or request to the Developer, their heirs and assigns, for approval agrees, by submission thereof and every lot owner or person agrees by acquiring title thereto, that he will not bring any such action or suit to recover any such damages.

11. An outside electric eye pole light must be installed on each lot prior to the completion of the dwelling unit and must be maintained thereafter. The pole light must be lighted at all times, from sundown to sunup; it must be regulated by an automatic day and night switch or a photocell; and it must have at least a one hundred (100) watt bulb. The pole light shall be located within five (5) feet of the edge of the driveway and fifteen (15) feet from the edge of the front property line. The pole light shall be wired directly to the electric panel box and shall not have an inline switch.

12. Developer, their heirs and assigns, shall have the express power and the right to enjoin the construction of any structure or other improvement and the removal of any trees and to order the removal of any structure or improvement on any lot where approval for the said construction, tree removal, or other improvement shall not have been obtained in strict compliance with the provisions of Paragraph 6, and to take such other remedies as are available to Developer, their heirs and assigns, in law or equity.

13. Developer, S & A Custom Built Homes, Inc. their heirs and assigns, may build and maintain a model home in the Saybrook Subdivision. However, when development is completed and all lots are sold the model home must also be sold. Developer, their heirs and assigns, may construct and maintain more than one (1) model home, but only one (1) home at a time may be maintained as a model home. Further, Developer and/or its subcontractors may maintain one or more construction trailers within the Saybrook Subdivision.

14. Each lot owner shall refrain from interference with natural drainage courses and swales along the roadways.

15. At no time shall any lot be stripped of its top soil, except to the extent necessary for approved construction, nor be stripped of its trees, or allowed to go to waste, or be neglected, excavated, or have refuse or trash thrown, placed, or dumped upon it, and Developer, their heirs and assigns, and their machinery shall have the right to enter upon any lot for the purpose of removing trash, mowing, cutting, clearing or pruning the lot of any Grantee if the Grantee permits the same to become unsightly or if the same detracts from the overall beauty, setting and safety of the Saybrook Subdivision. In the event that Developer or his contractor removes trash, mows, cuts, clears or prunes, then the expense of the same may be recovered from Grantee.

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

17. All trash, garbage and refuse shall be stored in covered metal or plastic underground receptacles, or otherwise concealed from view by an enclosure or screening approved by Developer, their heirs and assigns.

18. No sign of any kind shall be displayed to the public view on any lot except when the house or lot is for sale; in which case, one sign having an area of not more than five (5) square feet advertising the property for sale may be displayed.

19. Each lot owner must provide for off the street parking with a paved driveway for at least two (2) vehicles.

20. Each building shall be provided with gutters and downspouts and all roof water shall drain to underground sumps.
21. The Developer shall provide and install all mailboxes and posts for each lot so as to insure conformity in the appearance and location of mailboxes.
22. Each Grantee agrees that within one (1) year of closing on the purchase of the Lot, the Grantee shall construct a five (5') foot wide concrete sidewalks as may be required by Ferguson Township or as noted on the Subdivision Plans. The sidewalks must be completed prior to the occupancy of the home or the homeowner may be required to post suitable surety with the Township of Ferguson to guarantee the construction of the sidewalks.
23. The foregoing restrictions notwithstanding, the Developer may sell to any municipal body (township, water authority, sewer authority, etc.) a lot, lots, or part(s) of lot(s) upon which municipal facilities such as wells or pumping facilities may be constructed.
24. Developer shall have the right to grant and convey all of their rights to enforce these restrictive covenants, reservations and easements to another person or persons. Upon such conveyance and grant, the person or persons shall have and shall succeed to all rights and duties with the same power as the original Developer.
25. Invalidity of any one (1) of these covenants or restrictions by judgment, court order, or otherwise, shall in no way affect the validity of any other provisions, which shall remain in full force and effect.
26. The covenants and restrictions of this Declaration shall run with and bind the land and the owner of each lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.
27. These restrictions and covenants shall remain in full force and effect until December 31, 2028.

IN WITNESS WHEREOF, the Developer has caused the execution of these presents this 16th day of June, 1994.

ATTEST:

WPSH ASSOCIATES

[Signature]

S&A Custom Built Homes, Inc., Partner

by: [Signature]

Robert E. Poole, President

[Signature]

by: [Signature]

Robert E. Poole, Partner

[Signature]

by: [Signature] - Attorney in Fact For

Don E. Haubert, Partner

Don E. Haubert

[Signature]

by: [Signature]

Thomas F. Songer, Partner

Recorded in Centre County Recorders Office
in Rec Book 764 Page 754 This 21 Day of
June AD 19 94 Witness my hand & seal of
Office. [Signature] Recorder

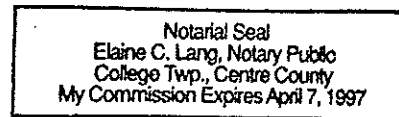
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CENTRE COUNTY

STATE OF PENNSYLVANIA)
) SS.
COUNTY OF CENTRE)

On this, the 16th day of June, 1994, before me, a Notary Public, the undersigned officer, personally appeared THOMAS F. SONGER, S & A CUSTOM BUILT HOMES, INC., ROBERT E. POOLE and DON E. HAUBERT, partners, t/d/b/a WPSH ASSOCIATES, known to me (or satisfactorily proven) to be the persons whose names are subscribed to within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Elaine C. Lang
Notary Public



**MASTER DECLARATION
OF PROTECTIVE COVENANTS**

SAYBROOK DEVELOPMENT

MASTER DECLARATION OF PROTECTIVE COVENANTS FOR SAYBROOK

THIS DECLARATION is made this 16 th day of June, 1994, by S&A CUSTOM BUILT HOMES, INC., ROBERT E. POOLE, DON E. HAUBERT, & THOMAS F. SONGER, PARTNERS, t/d/b/a WPSH ASSOCIATES, hereinafter called "Developer".

WHEREAS, Developer is the owner of the real property known as Saybrook Subdivision and referred to in Article II and described in Exhibit "A" of this Declaration, and as shown on the Subdivision Plan for Saybrook (hereinafter "Subdivision Plan") recorded in Centre County Plat Book 48, Pages 35 & 36, and desires to develop thereon a residential subdivision together with common lands and facilities for stormwater management and for recreational purposes for the benefit of such community; and,

WHEREAS, Developer desires to provide for the preservation of said common lands and facilities; and, to this end, desires to subject the real property referred to in Article II and described in Exhibit "A", and as shown on the Subdivision Plan dated and recorded in Centre County Plat Book 48, Pages 35 & 36, to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

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

WHEREAS, Developer has incorporated under the laws of the Commonwealth of Pennsylvania as a nonprofit corporation, Saybrook Property Owners Association, for the purpose of exercising the functions aforesaid.

NOW THEREFORE, the Developer declares that the real property referred to in Article II hereof and more particularly described in Exhibit "A", attached hereto and forming a part hereof, and as shown on the Subdivision Plan recorded in Centre County Plat Book 48 , Pages 35 & 36, is and shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I DEFINITIONS

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

- (a) **Association** shall mean and refer to the Saybrook Property Owners Association, its successors and assigns.
- (b) **The Properties** shall mean and refer to all properties, both Lots and Common Areas, or street signs, bikeways, and open space not maintained by the Township, easements, and common areas of said Lots, as are subject to this Declaration, and which are described in Exhibit "A", and as shown on the Subdivision Plan recorded in Centre County Plat Book 48, Pages 35 & 36, and as may be shown on any revision of the Subdivision Plat Plan which becomes a final subdivision plan.
- (c) **Common Areas** shall mean and refer to all areas designated for the entryway; entryway landscaping; landscaping in the center of cul-de-sacs; street signs; bikeways; recreational use; and for passage and right of way within the subdivision, or for stormwater management purposes including detention basins, easements and rights-of-way, which are a part of said Properties. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public, unless dedicated to the Township pursuant to Article II, Section 4. Common areas include those areas added pursuant to Article VII, Section 1.
- (d) **Lot** shall mean and refer to any plot of land intended and subdivided for use in the scheme of the Residential Development, shown upon the Preliminary Plan or on one of the recorded subdivision plans of The Properties, but shall not include the Common Areas as herein defined.
- (e) **Owner** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot but shall not mean or refer to any mortgage or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure
- (f) **Member** shall mean and refer to all those Owners who are members of the Association. All Owners as herein defined, upon acquiring title to any Lot, shall automatically become a member of the Association.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Description of Land.

The land subject to this Declaration is a tract of 135.7914 acres situate in Ferguson Township, Centre County, Pennsylvania, as more specifically described on Exhibit "A",

attached hereto and made a part hereof and as shown on the Subdivision Plan recorded in Centre County Plat Book 48, Pages 35 & 36 .

Section 2. Application of Master Declaration of Protective Covenants

This Master Declaration of Protective Covenants applies to all of the lands of Saybrook as described in the Article II.

Section 3. Additions to the Properties by Developer.

If the Developer, their successors and assigns, should develop additional lands adjacent to the tract, said additional lands may be annexed to The Properties, by written declaration of the Developer, their successors or assigns, describing the additional property, and duly recorded. Such addition may be accomplished by the Developer at their sole discretion, with the consent of the Township, but without the consent of any of the members hereof or of the Association.

Section 4. Common Areas Conveyed to Township.

Developer reserves the right to convey any of the Common Areas to the Township of Ferguson or any municipal entity, body, or authority. No such conveyance shall take place unless the Township of Ferguson consents thereto. Conveyance of common areas to the Township may reserve the obligation to the Association of maintenance, if agreed by the Developer and Township, and in such case, the acceptance of such common area by the Township will be subject to the obligation of the Association to continue all or a portion of the maintenance of the common area with the Association holding the Township harmless from all causes of action, damages or other liability which may result from the Association's use or maintenance of said common area. Further, any common area conveyed to the Township whether or not subject to maintenance by the Association shall be open to use by the general public.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

Membership in the Association shall be subject to this Declaration of Restrictive Covenants and to the By-Laws of the Saybrook Property Owners Association as the same may be enacted or amended from time to time. All Owners, upon acquiring title to any Lot shall automatically become a member of the Association and shall be subject to this Declaration of Restrictive Covenants and to the By-Laws of the Saybrook Property Owners Association.

Section 2. Voting Rights.

Voting rights in the Association shall be likewise as set forth in the said By-Laws as enacted and amended from time to time.

Section 3. Suspension of Membership Rights.

Suspension of membership rights shall be as set forth in the said By-Laws as enacted and amended from time to time.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Rights in Common Areas.

Subject to the provisions of Section 3 of this Article, every member shall have a right and easement of enjoyment in and to the Common Areas of the recorded subdivision plat of which his Lot is a part, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Areas.

The Developer hereby agrees that, prior to the conveyance of the first Lot of The Properties, Developer will receive Final Approval of the Township of Ferguson to develop The Properties and will record the final plans in the Office of the Recorder of Deeds of Centre County. Such plan(s) shall show each of the Lots benefited and burdened by the intent of these covenants. Either prior to conveyance of the first Lot or at some time thereafter, Developer will convey by special warranty deed, fee title to or an easement in the Common Areas to the Association, or to the Township of Ferguson, free and clear of all encumbrances and liens except (1) a mortgage to a lending institution, (2) utility easements, and (3) those created by or pursuant to this Declaration; the Common Areas to be deeded are those to be shown on such Plan or any subdivision plat. The Developer hereby agrees that, prior to the conveyance of the first Lot in each section, the section shall have received final subdivision approval of the Township of Ferguson.

Section 3. Extent of Members' Easements.

The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to execute such notes, mortgages, or other documents as may be required by any lender;
- (b) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;
- (c) The rights of the Association to charge reasonable fees and to impose assessments for the purpose of keeping, maintaining, and utilizing the Common Areas and granting to the Association or its agents, the right to enter upon and to have access to and for ingress and egress for the purpose

of keeping, maintaining, and utilizing the Common Areas and to install such ancillary facilities as may be necessary to carry out the intent of this Declaration for the use of the Common Areas;

- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility or to grant a right-of-way or easement for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes of the membership (in interest), if any, has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the action is sent to every member at least thirty (30) days in advance of any action taken;
- (e) The right of the Developer and of the Association to grant and reserve easements and rights-of-ways through, under, over and across any Lot or Common Areas, for the installation, maintenance and inspection of stormwater management facilities or lines and appurtenances for public or private water, sewer, drainage, fuel oil, gas, electric, television cable and other utilities.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association or to Ferguson Township (sometimes referred to as the "Township"): (1) Annual Assessments for improvements to the Common Areas; and (2) Special Assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. The Annual and Special Assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. It is intended by this paragraph that either the Association or the Township may wish to place liens on the said Lots for maintenance and possible improvements in the event of nonpayment for a period of time by the Owner.

Section 2. Purpose of Assessment.

The Annual and Special Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents and occupants of The Properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, including, but not limited, to the payment of

taxes and insurance thereon and repair, maintenance, upkeep, replacement, and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Maximum of Annual Assessments.

Commencing with the conveyance of the first Lot to an Owner, the annual assessment shall be calculated in accordance with the following formula:

The Owner of a Lot shall pay One Hundred (\$100.00) Dollars per year per Lot (if no improvement is constructed) or per dwelling unit on each Lot, prorated for the first year of purchase from date of purchase to December 31 as set for in Section 8, then during the following years due January 31 of that current year

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the assessments at a different amount, provided that it shall be an affirmative obligation of the Association and its Board of Directors, to fix such assessments at an amount sufficient to maintain and operate the Common Areas and facilities. Nothing herein is intended nor shall be interpreted as a limitation on the right of the Township in its discretion or judgment to order improvements to the Common Areas or maintain and to fix assessments to each of the Owners in the event the Board of Directors of the Association does not act in a manner commensurate with the wishes of the Township or any other sovereign (e.g. Department of Environmental Resources).

Until ninety (90) lots have been sold, each owner of a lot shall pay One Hundred (\$100.00) Dollars per year as an Annual Assessment, and the Developer shall pay the additional costs of maintenance of the Common Areas, if any. Thereafter, the Developer shall be exempt from the payment of any assessment or charge with respect to any Lots owned by Developer until the Developer rents a Lot or constructs and rents an improvement on a Lot (other than a model or models) in which event Developer shall pay the same as any other Owner.

Section 4. Special Assessments for Capital Improvements.

In addition to the Annual Assessments authorized by Section 3 of this Article V, the Association or the Township (if Township has received ownership of the Common Areas, or if Township has the right to maintain Common Areas and charge the Association) may levy in any assessment year one or more special assessments (which must be fixed and assessed in proportion to the Annual Assessment of each Lot as per Section 3, above), applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessments shall have the assent of a majority of the votes, in interest, of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Assent of the Members shall not be required in the case of levy or lien by the Township of Ferguson.

The due date of any special assessment under this Section shall be fixed in the resolution or ordinance authorizing such assessment.

Section 5. Change in Maximum of Annual Assessments.

The Board of Directors of the Association may prospectively increase the maximum amount of the Annual Assessments from time to time as the same may be deemed necessary at the sole discretion of the said Board.

Section 6. Quorum for any Action Authorized Under Section 4.

The quorum required for any action authorized by Section 4 of this Article V shall be as follows:

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

Section 7. Votes of Membership.

In any vote of the membership, each member (owner) shall have one vote. There shall be no more than one (1) vote per lot.

Section 8. Date of Commencement of Annual Assessments: Due Dates.

The Annual Assessments provided for herein shall commence on day of conveyance of the first Lot from the Developer to an Owner and shall be due and payable as follows:

(a) At Closing of the Lot, Owner shall pay Saybrook Property Owners Association an amount equal to one hundred (100%) percent of the Annual Assessment then in effect if Closing occurs during the months of January, February, March, April, May or June; Owner shall pay Saybrook Property Owners Association an amount equal to fifty (50%) percent of the Annual Assessment then in effect if Closing occurs during the months of July, August, September, October, November or December, as a proportionate share of the Annual Assessment.

(b) During the following years one hundred (100%) percent of the Annual Assessment then in effect shall become due and payable January 31 of the current year.

Section 9. Initial Payment for Operating Cash.

At the time of acquiring title to a Lot from the Developer, each Owner acquiring such title shall pay to the Association an amount equal to one half of the Annual Assessment at the time then in effect to provide for the initial costs of maintaining the Association. The aforementioned payments shall be in addition to and shall not in any way be considered a prepayment of the Annual Assessment fee; nor shall the payment be refunded to the Owner or transferable on sale of the Lot by the Owner.

Section 10. Duties of the Board of Directors.

In the event of any change in the Annual Assessments as set forth herein, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

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 prima facie evidence of payment of any assessment therein stated to have been paid.

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

Section 11. Effect of Non-Payment of the Assessment. The Personal Obligation of the Owner; The Lien; Remedies of Association and/or Township.

If any assessment is not paid on the date when due (being the dates specified in Section 8 hereof), then such assessment shall be deemed delinquent and, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall continue as a lien on the Lot which shall bind each Lot of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall be a lien on the Lot and shall be a lien and a continuing obligation of all successors in title unless releases are given between them or by the Developer and shall remain a lien on the said Lot and collectible by the Association or the Township or the Developer by an action before a District Magistrate or any court of competent jurisdiction in Centre County. Any Owner hereunder hereby authorizes any attorney of any court of record or the Developer or the Association or the Township to appear for him or it on his behalf or its behalf and confess judgment for the amount of the said assessment with interest at the prevailing rate and all costs of collection including ten (10%) percent attorney's fees. Nothing herein, however, shall be deemed a limitation on the right of the Association or the Developer or the Township in any way to collect any outstanding assessment for the care, maintenance, repair, replacement or construction of any of the Common Areas.

Section 12. Continuance of Lien.

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

ARTICLE VI**OTHER PROTECTIVE COVENANTS**

It is understood and agreed that all of The Properties are automatically under and subject to the DECLARATION OF PROTECTIVE COVENANTS as the same may be recorded from time to time. All of said protective covenants, insofar as they apply to the Lots of this Association and The Properties of this Association shall be binding with respect to membership, assessments, and other matters concerning and connected with Saybrook Property Owners Association.

ARTICLE VIISection 1. Duration and Amendment.

The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, the Association, the Township, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns. Said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded two years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken. The foregoing notwithstanding, the covenants and restrictions of this Declaration shall continue for thirty-five (35) years from the date of this Subdivision Declaration of Protective Covenants, except that Common Areas shall remain in perpetuity unless altered by the Association and the Township.

The foregoing notwithstanding, during a period of time ending with the sale of three-quarters (3/4) of the lots, and whether or not control of the Association has been turned over from the Developer, the Developer may make amendments to this Declaration of Protective Covenants, and in the Subdivision Plans, and which may create additional obligations upon the Saybrook Property Owners Association; provided, such amendments foster the intent of this Master Declaration of Protective Covenants and so long as they do not create any additional easement upon land owned by the Owner of a Lot other than Developer (unless the Owner of the Lot grants such easement).

Section 2. Notices.

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

Section 3. Enforcement.

The Association, Township of Ferguson, or any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association, Township of Ferguson, or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder. The failure of the Township of Ferguson to request or seek enforcement of these covenants and restrictions, or to place or enforce a lien created by these covenants shall in no event be deemed a waiver of the right to do so, and the rights conferred upon the Township of Ferguson in this Section 3 shall not create any obligation on the Township of Ferguson to enforce these covenants and restrictions or to place any liens.

Section 4. Severability.

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

IN WITNESS WHEREOF, the Developer has caused this Master Declaration of Protective Covenants to be executed as of the day and year above written.

WPSH ASSOCIATES

ATTEST
[Signature]

S&A Custom Built Homes, Inc., Partner

by: [Signature]

Robert E. Poole, President

[Signature]

by: [Signature]

Robert E. Poole, Partner

[Signature]

by: [Signature] - Attorney in Fact
Don E. Haubert, Partner For Don E. Haubert

[Signature]

by: [Signature]

Thomas F. Songer, Partner

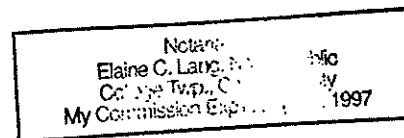
BOOK 764 Page 752

STATE OF PENNSYLVANIA)
) SS.
COUNTY OF CENTRE)

On this, the 16th day of June, 1994, before me, a Notary Public, the undersigned officer, personally appeared THOMAS F. SONGER, S & A CUSTOM BUILT HOMES, INC., ROBERT E. POOLE, and DON E. HAUBERT, partners, t/d/b/a WPSH ASSOCIATES, known to me (or satisfactorily proven) to be the persons whose names are subscribed to within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Elaine C. Lang
Notary Public



Recorded in Centre County Recorders Office
in Rec Book 764 Page 742 This 21 Day of
June AD 1994 Witness my hand & seal of
Office. Wayne M. Peters Recorder

ENTERED FOR RECORD
94 JUN 21 PM 3:21
HAZEL W. PETERS
RECORDER OF DEEDS
CENTRE COUNTY

**BYLAWS
SAYBROOK PROPERTY OWNERS ASSOCIATION**

**BYLAWS OF
SAYBROOK PROPERTY OWNERS ASSOCIATION
A NONPROFIT CORPORATION**

**ARTICLE ONE
INTRODUCTORY**

Definition of Bylaws

1.01. These Bylaws constitute the code of rules adopted by Saybrook Property Owners Association for the regulation and management of its affairs.

Purpose and Powers

1.02. This Corporation will have the purposes or powers as may be stated in its Articles of Incorporation, and such powers as are now or may be granted hereafter by the Nonprofit Corporation Law of 1972 of the Commonwealth of Pennsylvania, or any successor legislation.

The purpose or purposes for which the corporation is organized are:

The primary purpose of this Corporation is to receive and maintain a fund or funds of real or personal property, or both, and, subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the preservation of common areas in Saybrook, designated for the entryway; entryway landscaping; landscaping in the center of cul-de-sacs; landscaping of median strip at entryway; landscaping mounding including vegetation, grasses, and trees on mounding; bikeway; sidewalk; open space; signage, street signs; recreational use; and for passage and right of way within the subdivision, or for stormwater management purposes including detention basins, easements and rights-of-way, such that it shall be an organization not organized for profit but operated exclusively for the promotion of social welfare in accordance with Internal Revenue Code Section 501 (c) (3).

**ARTICLE TWO
OFFICES AND AGENCY**

Principal and Branch Offices

2.01. The principal place of business of this Corporation in Pennsylvania will be located at 501 Rolling Ridge Drive, Suite #200, State College, Pennsylvania. In addition,

the Corporation may maintain other offices either within or without the Commonwealth of Pennsylvania as its business requires.

Location of Registered Office

2.02. The location of the registered office of this Corporation is stated in the Articles of Incorporation. Such office will be continuously maintained in the Commonwealth of Pennsylvania for the duration of this Corporation. The Board of Directors may from time to time change the address of its registered office by duly adopted resolution and amend its Articles or file the appropriate statement with the Department of State.

ARTICLE THREE MEMBERSHIP

Definition of Membership

3.01. The Members of this Corporation are those persons having membership rights in accordance with the provisions of these Bylaws.

Class of Members

Qualification of Members

3.02. This Corporation will have one class of Members.

3.03. The qualifications and rights of the Members of the Corporation are as follows:

All owners of fee simple title to any Lot in Saybrook (as described as "The Properties" in the Declaration of Protective Covenants) located in Ferguson Township, Centre County, Pennsylvania.

Member's Dues

3.04. The annual dues payable to the Corporation by Members will be in such amount as may be determined from time to time by resolution of the Board of Directors.

Assessments

3.05. Members will be subject to assessment by the Board of Directors on a per lot or per dwelling unit basis.

Place of Members' Meetings

3.06. Meetings of Members will be held at the registered office of this Corporation in the Commonwealth of Pennsylvania or at any other place within or without the Commonwealth as provided.

Annual Members' Meetings

3.07. The annual meeting of the Members will be held at 7:30 P.M. on the second week of January each year.

Special Members' Meetings

3.08. Special meetings of the Members may be called by either of the following:

1. The Board of Directors
2. The President
3. Members having at least 10 percent of the votes which all members are entitled to cast at such meeting.

Notice of Members' Meetings

3.09. Written or printed notice, stating the place, day, and hour of the meeting and in the case of a special meeting the purpose or purposes for which the meeting is called, must be delivered not less than thirty (30) nor more than sixty (60) days before the date of the members' meeting, either personally, by first class mail, or at the direction of the President, the Secretary, or the officers or other persons or Members calling the meeting, to each Member entitled to vote at such meeting. If mailed, the notice will be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Corporation, with postage prepaid.

Voting Rights of Members

3.10. Each member will be entitled to one vote on each matter submitted to a vote of Members.

Cumulative Voting Rights

3.11. In all elections for directors each Member entitled to vote will have the right to cumulate such vote and to give one candidate a number of votes equal to such vote multiplied by the number of Directors to be elected, or to distribute the multiple votes on the same principle among as many candidates as the Member may think fit.

Members' Proxy Voting

3.12. A member may vote either in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy will be recognized as valid after eleven (11) months from the date of its execution unless expressly provided otherwise in the proxy.

Quorum of Members

3.13. The number of percentage of Members entitled to vote represented in person or by proxy which constitutes a quorum at a meeting of Members holding a one-tenth (1/10) of the votes entitled to be cast in such manner. The vote of a majority of the votes entitled to be cast by the Members present or represented by proxy at a meeting at which a quorum is present is necessary for the adoption of any matter voted on by the Members, unless a greater proportion is required by the Nonprofit Corporation Law of 1972, the Articles of Incorporation of this Corporation, or any provision of these Bylaws.

Transferability of Membership

3.14. Membership in this Corporation is nontransferable and nonassignable, except to the extent that each owner of a Lot shall automatically become a Member.

Termination of Membership

3.15. Membership will terminate in this Corporation on either of the following events, and for no other reason:

1. Sale of a Lot by the Member.
2. The death of a Member.(If an individual)
3. The failure of a Member to pay his annual dues on or before their due date.

Transfer of Control

3.16. Until 110 lots have been sold, the initial Board of Directors, as described herein, shall be entitled to cast all votes of members pursuant to Sections 3.10, 3.11, 3.12, and 3.13.

ARTICLE FOUR DIRECTORS

Definition of Board of Directors

4.01. The Board of Directors is that group of persons vested with the management of the business and affairs of this Corporation.

Qualifications of Directors

4.02. The qualifications for becoming and remaining a Director of this Corporation are as follows:

1. Directors must be residents of the Commonwealth of Pennsylvania.
2. Directors must be Members of this Corporation except that the first Directors shall be Robert E. Poole, Richard L. Fortney, and Thomas Songer.

Number of Directors

4.03. The number of Directors of this Corporation will not be less than three (3) at any time. Until further amendment of these Bylaws the number of Directors presently will be three (3).

Terms of Directors

4.04. The Directors constituting the first Board of Directors will hold office until December 31, 1994. Thereafter, Directors will be elected for a term of two (2) years each excepting in the first election of directors, two directors shall be elected for a one year term and one director shall be elected for a two year term.

Vacancies on the Board

4.05. Any vacancy occurring in the Board of Directors, and any directorship to be filled by reason of an increase in the number of Directors, will be filled by appointment by the President, except during the period of control by the initial Board of Directors, the remaining board member shall make appointments to fill vacancies in the Board of Directors. The new Director appointed to fill the vacancy will serve for the unexpired term of the predecessor in office.

Place of Director's Meetings

4.06. Meetings of the Board of Directors, regular or special, will be held at the registered office of this Corporation or at any other place within or without the Commonwealth of Pennsylvania, as provided, or such place or places as the Board of Directors designates by resolution duly adopted.

Notice of Special Directors' Meetings

4.07. Written or printed notice stating the place, day, and hour of any special meeting of the Board of Directors will be delivered to each Director not less than two (2) nor more than five (5) days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, or the Secretary, or the Directors calling the meeting. If mailed, such notice will be deemed to be delivered when deposited in the United States mail addressed to the Director at his address as it appears on the records of this Corporation, with postage prepaid. Such notice need not state the business to be transacted at, nor the purpose of, such meeting.

Call of Special Board Meetings

4.08. A special meeting of the Board of Directors may be called by the President.
Waiver of Notice

Waiver of Notice

4.09. Attendance of a Director at any meeting of the Board of Directors will constitute a waiver of notice of such meeting except where such Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Quorum of Directors

4.10. A majority of the whole Board of Directors will constitute a quorum. The act of a majority of the Directors will be the act of the Board of Directors unless a greater number is required under the provisions of the Nonprofit Corporation Law of 1972, the Articles of Incorporation of this Corporation, or any provisions of these Bylaws.

ARTICLE FIVE OFFICERS

Roster of Officers

5.01. The Officers of this Corporation will consist of the following personnel:

1. A President.
2. A Vice-President.
3. A Secretary.
4. A Treasurer.

Selection of Officers

5.02. Each of the Officers of this Corporation will be elected and appointed annually by the Board of Directors. Each Officer will remain in office until a successor to such office has been selected and qualified. Such election will take place at the regular meeting of the Board of Directors taking place on the first calendar quarter of each year.

Multiple Officeholders

5.03. In any election of Officers, the Board of Directors may elect and appoint a single person to any two or more offices simultaneously except that the offices of President and Secretary must be held by separate individuals.

President

5.04. The President will be the Chief Executive Officer of this Corporation and will, subject to the control of the Board of Directors, supervise and control the affairs of the Corporation. The President will perform all duties incident to such office and such other duties as may be provided in these Bylaws or as may be prescribed from time to time by the Board of Directors.

Vice President

5.05. The Vice President will perform all duties and exercise all powers of the President when the President is absent or is otherwise unable to act. The Vice President will perform such duties as may be prescribed from time to time by the Board of Directors.

Secretary

5.06. The Secretary will keep minutes of all meetings of members and of the Board of Directors, will be the custodian of the corporate records, will give all notices as are required by law or by these Bylaws, and, generally, will perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of

Incorporation, or by these Bylaws, or which may be assigned from time to time by the Board of Directors.

Treasurer

5.07. The Treasurer will have charge and custody of all funds of this Corporation, will deposit the funds as required by the Board of Directors, will keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, will render reports and accountings to the Directors and to the Members as required by the Board of Directors or Members or by law, and will perform in general all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned from time to time by the Board of Directors.

Removal of Officers

5.08. Any Officer elected or appointed to office may be removed by the persons authorized under these Bylaws to elect or appoint such Officers whenever in their judgment the best interests of this Corporation will be served. However, such removal will be without prejudice to any contract rights of the officer so removed.

ARTICLE SIX INFORMAL ACTION

Waiver of Notice

6.01. Whenever any notice whatever is required to be given under the provisions of the Nonprofit Corporation, or these Bylaws, a waiver of such notice in writing signed by the person or persons entitled to notice, whether before or after the time stated in such waiver, will be deemed equivalent to the giving of such notice. Such waiver must, in the case of a special meeting of Members, specify the general nature of the business to be transacted.

Action of Consent

6.02. Any action required by law or under the Articles of Incorporation of this Corporation or these Bylaws, or any action which otherwise may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the persons entitled to vote with respect to the subject matter of such consent, or all Directors in office, and filed with the Secretary of the Corporation.

ARTICLE SEVEN OPERATIONS

Fiscal Year

7.01. The Fiscal Year of this Corporation will be the calendar year.

Execution of Documents

7.02. Except as otherwise provided by law, checks, drafts, promissory notes, orders for the payment of money, and other evidences of indebtedness of this Corporation will be signed by the Treasurer and countersigned by the President. Contractors, leases, or other instruments executed in the name of and on behalf of the Corporation will be signed by the Secretary and countersigned by the President, and will have attached copies of the resolutions of the Board of Directors certified by the Secretary authorizing their execution.

Books and Records

7.03. This Corporation will keep correct and complete books and records of account, and will also keep minutes of the proceedings of its Members and Board of Directors. The Corporation will keep at its registered office a membership register giving the names, addresses, and showing classes and other details of the membership of each, and the original or a copy of its Bylaws including amendments to date certified by the Secretary of the Corporation.

Inspection of Books and Records

7.04. All books and records of this Corporation may be inspected by any Member, or his agent or attorney, for any proper purpose at any reasonable time on written demand under oath stating such purpose.

Nonprofit Operations

7.05. This Corporation will not have or issue shares of stock. No dividend will be paid, and no part of the income of this Corporation will be distributed to its Members, Directors, or Officers. However, the Corporation may pay compensation in a reasonable amount to members, Officers, or Directors for services rendered.

Loan to Management

7.06. This Corporation will make no loan to any of its Directors or Officers.

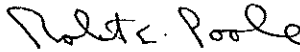
ARTICLE EIGHT AMENDMENT

Modification of Bylaws

8.01. The power to alter, amend, or repeal these Bylaws, or to adopt new Bylaws, insofar as is allowed by law, is vested in the Board of Directors except with respect to the levying dues or assessment per member per year in an amount greater than one hundred twenty (120%) percent of the assessment for the prior year which requires a majority vote of the Members present at a properly called Meeting of the Members.

Adoption of Bylaws

Adopted by the Incorporator on - 1994, at State College, Centre
County, Pennsylvania.



Robert E. Poole

