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AMENDED
DECLARATION OF RESTRICTIVE
COVENANTS FOR
THISTLEWOOD SUBDIVISION

Joseph L. Davis
CENTRE COUNTY RECORDER OF DEEDS

THIS DECLARATION made this 6th day of July, 2005, by
Thistlewood Associates, a Pa. General Partnership, hereinafter called "Developers",

WHEREAS, Developer is/was the owner of real premises described on Exhibit
"A" of this Declaration, known as Thistlewood Subdivision, and Developer has developed
thereon a residential subdivision which includes entryways, open space, detention basins, and
facilities for stormwater management for the benefit of such subdivision; and

WHEREAS, Developer desires to provide for the preservation of said entryways
and stormwater facilities; and, to this end, desires to subject the real property referred to on
Exhibit "A" 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, the Township has required and Developer has deemed it necessary
for the efficient preservation of the entryways, open space and stormwater facilities in said
subdivision to create an agency to which will be delegated and assigned the powers of
maintaining the entryways and the stormwater 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 the Thistlewood Homeowners Association for the
purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer and aforesaid lot owners declare that the
real property described on Exhibit "A" attached hereto and made a part hereof, is and shall be
held, transferred, sold, conveyed and occupied subject to all the covenants, restrictions,

easements, charges and liens applicable to the Subdivision, collectively and individually hereinafter referred to as "Restrictive Covenants" and the lots which are the subject of these Restrictive Covenants, all being lots contained in the Thistlewood Subdivision, and said lots are hereby subject to and imposed with the following Restrictive Covenants as to the use thereof, which restrictions shall be construed as covenants running with the land and binding upon whosoever shall own or acquire the within-described lots at any time hereafter. These Restrictive Covenants shall be as follows:

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any subsequent supplemental declaration shall have the following meanings:

- (a) "Association" shall mean and refer to the Thistlewood Homeowners Association, its successors and assigns.
- (b) "Lot" shall mean and refer to any plot of land intended and subdivided for residential use, shown upon the recorded subdivision map of the property. Lots 1A-1G shall be exempt from payment of Association assessments.
- (c) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to the foreclosure or any proceeding in lieu of foreclosure.
- (d) "Members" 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.
- (e) "Common Area" or "open space" shall include the entryways, including any signs, plantings immediately adjacent thereto which entryways are located at the intersections with Route 45/26 and Meckley Road, the stormwater basins, and drainage ways and Lots 1A, 1B, 1C, 1D, 1E, 1F, and 1G all as depicted on the subdivision plan.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 - Membership. Membership in the Association shall be governed by the By-Laws of the Association as the same may be enacted or amended from time to time. All owners, upon acquiring title to any Lot shall automatically become a Member of the Association and shall be subject to this Declaration and to the By-Laws of the Thistlewood Homeowners 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 occur as provided for in the aforesaid By-Laws.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 - Creation of the Lien and Personal Obligation of Assessments. Each owner of a lot except lots 1A-1G 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: (1) annual assessments for maintenance of or 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 the Association 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. The Developer, like any other lot owner, shall be responsible for assessments, etc. for any lot(s) remaining titled in the name of the Developer.

Section 2 - Purpose of Assessment. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the properties and in particular for the improvement and maintenance of the common areas.

Section 3 - Basis and Maximum of Annual Assessments. Commencing with January 1, 2006, the annual assessment (which must be fixed at a uniform rate for all lots, including those still owned by the Developer), shall be at the rate of \$200.00 per lot payable annually. The Developer shall be entirely responsible for all costs of maintenance of the common areas prior to January 1, 2006.

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.

Section 4 - Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 of this Article IV, the Association may levy in any assessment year one or more special assessments (which must be fixed as a uniform rate for all lots) applicable to that year only, for the purpose of defraying in whole or in part, the cost of any capital improvement upon the common areas, provided that any such assessments shall have the assent of a majority of the votes 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.

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

Section 5 - Quorum for any Action Authorized Under Section 4. The quorum required for any action authorized by Section 4 of this Article IV shall be as follows:

At the first meeting called, as provided in Section 4 of this Article IV, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) 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 6 - Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence on the first day of the month following the conveyance of the first lot from Developers to an Owner. Annual assessments shall be due and payable no later than March 1st of each year.. At the closing of each lot the Grantee shall pay to the Association a prorated amount of the annual assessment due for the then current fiscal year.

Section 7 - 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 8 - 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 6 hereof), then such assessment shall be deemed delinquent and, together with such interest thereon and cost of collection thereof as are hereinafter provided, shall continue as a lien on the 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 Developer by an action before a District Magistrate or any court of competent jurisdiction in Centre County. Any owner hereunder hereby authorizes any attorney of any court of record or the Developer or the Association to appear for 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 percent (10%) 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 9 - 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 (or the Township) 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 IV

RESTRICTIVE COVENANTS

The Properties described herein shall be under and subject to the following restrictive covenants:

- 1) No lot shall be subdivided, except that lot consolidation shall be permitted subject to municipal regulation.
- 2) All lots shall be used for single family residential purposes only and only one single family residence may be constructed thereon.
- 3) No building or signs shall be erected, altered or placed on the premises herein conveyed until a complete set of plans and specifications shall have been furnished to the Developer, and such plans have been approved in writing. There shall be no grading of any lot or any removal of trees until a site plan shall first have been furnished to Developer, its successors and assigns, at least thirty (30) days prior to construction and such plans have been approved in writing by Developer, its successors and assigns. The Grantee(s) agree(s) further that no changes shall be made in said plans and specifications without the written consent of Developer, nor shall any future additions be made to the building improvements placed on the premises without first securing the further written approval of the plan for said additions from Developer its successors or assigns. The within restrictive covenant #3 shall expire December 31, 2030. Developer reserves the right to approve or disapprove any building or dwelling plans.
- 4) No outbuildings, barns, playhouses, garden sheds, or similar structures shall be permitted until the design, location and construction materials have been submitted and approved by Developer. The within covenant #4 shall expire December 31, 2030.
- 5) Developer, its successors 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, its successors and assigns, shall have the right to require whatever screening they deem suitable. Tree removal along public right of ways shall specifically be avoided unless necessary for construction or access.

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

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

8) Developer, its successors and assigns shall have the express power and the right to enjoin the Construction of any structure or other improvement and to order the removal of any structure or improvement on any lot where approval for the said construction, or other improvement shall not have been obtained in strict compliance with the provisions of Paragraph 3, and to take such other remedies as are available to Developer, its successors and assigns in law or equity.

9) At no time shall any lot be stripped of its top soil, except to the extent necessary for approved Construction, or allowed to go to waste, or be neglected, excavated, or have refuse or trash thrown, placed, or dumped upon it.

10) No dwelling shall be constructed having less than 2600 square feet of finished living space, above road grade, exclusive of all unfinished basements and garage areas, except for one story ranch homes which shall be a minimum of 2200 square feet finished.

11) All dwellings must have a minimum of a two-car but not more than a three car enclosed garage; no carports shall be permitted.

12) All lots shall be used for residential purposes only. No commercial utilization the property shall be permitted.

13) No apartments for unrelated persons shall be permitted.

14) No manufactured homes, trailers, double-wide homes, mobile homes or similar manufactured housing shall be permitted.

15) The building of any dwelling must be completed within one (1) year from the commencement of construction, including landscaping, paved driveway and seeding.

16) No trailer or similar recreational vehicle, tent, shack, or structure of a temporary nature shall be constructed, placed or allowed to remain

on the premises for a period of more than seven (7) days.

17) No tennis courts shall be constructed upon the premises.

18) No pigpen, poultry house, horse stable, manure pit, junk-yard or other offensive enclosure shall be kept or maintained upon the premises.

19) No animals, livestock or poultry of any kind shall be raised, bred or maintained for commercial purposes. All pets must be housed indoors; outdoor dog houses and kennels are not permitted.

20) No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent, as well as a sign designating the name of the resident, house number or mailing address.

21) No antenna, including satellite dish antennas, of any kind may be fastened to the exterior of the dwelling house or maintained on the property without first securing from Developer written permission of the type and height of antenna or structure, location on the premises, and approval of the screening to be provided. The within restrictive covenant #21 shall expire December 31, 2030.

22) No abandoned, unlicensed or inoperable vehicles without a current inspection sticker shall be permitted to be maintained on any lot unless enclosed within a garage or similar structure.

23) All electrical, telephone, cable television, and other utilities lines shall be underground.

24) Each lot owner shall be responsible for weed control from the time of purchase until time of construction and shall allow no unsightly growth to occur.

25) All trash, garbage, and refuse shall be stored in covered metal or plastic inground receptacles, or otherwise concealed from view by an enclosure or screening such that there can be no access thereto by animals and so that same cannot be spread by wind or other elements.

27) No lot may be used or maintained as a dumping or storage location for rubbish garbage, or waste, nor may any lot be used as a site for burning, burial nor disposal of rubbish, garbage, or waste. Burning of brush, by proper permit only, may occur.

28) The Homeowners Association shall maintain all stormwater management facilities within the development consisting of collection, storage and conveyance infrastructure. Lot owners shall be responsible for the cutting of grass within drainage swale areas and may not erect structures, plant vegetation or do any other thing which impairs the flow of water through drainage areas as shown on the subdivision plan for Thistlewood except as may be approved by the Homeowners Association.

29) No lot may be used for the conduct of any activity which produces offensive or obnoxious sound or odors which cross the lot boundaries.

30) The Developer, its successors or assigns may design and direct the installation of standardized mail box units for each lot consistent with applicable regulations. Each lot owner shall be responsible for the cost and maintenance thereof.

31) Damage to any portion of any cartway easements or right-of-ways precipitated by the acts or omissions of any lot owners shall be immediately corrected in such manner to restore such easement of right-of-way to its previous condition.

32) All fences shall be subject to the following conditions:

a) Any fence may be located in the rear yard area of the home. No fence is permitted in the front or side yard unless it is a non-continuous decorative fence.

b) The minimum acceptable distance between the side or rear property line and any fence must be a minimum of ten feet (10').

c) Any fence must be constructed of wood, polyvinylchloride (PVC), or wrought iron materials.

d) Any fence must be installed in a professional manner and must be regularly maintained and painted, if applicable, as necessary.

e) The maximum height for any fence is three (3) feet, six (6) inches, or such height as may be required to meet Code regulations, whichever is greater.

f) No fence and/or screening trees, shall be located within any access or utility easement area.

g) Any fence must be approved and reviewed by Developer prior to installation. The Developers shall have the exclusive right to waive any of the requirements of this paragraph.

33) An outside electric eye dusk to dawn pole light must be installed and maintained for each residential dwelling within 35 feet of the center line of the public roadway. The light shall be maintained with no less than a 100 watt and no more than a 200 watt bulb at all times. The light shall be installed at the time of construction of the residence and shall be operational at the time of occupancy of the premises.

34) 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.

35) 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.

36) Not later than the sale of the 40th lot, The Developer shall activate the Thistlewood Homeowners Association which shall be responsible for all matters relating to the maintenance, inspection, construction and caretaking of Thistlewood Subdivision provided for in this Declaration. Any such homeowners association shall provide for the election of officers, contract for service as it deems necessary, assess individual lot owners for such services and in the event of nonpayment of such assessments, enter liens without the necessity of suit against the lot owners and, as necessary, maintain all storm water drainage and detention areas and open space, as well as any other thing necessary to preserve the scenic beauty of Thistlewood Subdivision.

37) Lot owners, for themselves, their heirs, successors and assigns, agree to become member and obligors of the Thistlewood Homeowners Association which will be established for the purposes set forth herein or any lawful purpose including, but not limited to, development, construction, maintenance, repairs, replacement, control or operation of the open space, recreational area, detention basin, storm water facilities, entry way, and any boulevard planting strips in Thistlewood Subdivision, Ferguson Township, Centre County, Pennsylvania.

38) Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions which shall remain in full force and effect.

39) Due to underground soil and water conditions, Developer makes no representation or warranty as to the suitability of any lot for underground structures such as basements. Each lot owner shall make their own independent investigation of subsurface conditions prior to construction.

40) The owner's of Lot's 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, and 47 are advised that jurisdictional wetlands are present on these lots. Activities within these wetlands are regulated by and state and federal agencies, and therefore, with the exception of primary driveway crossings and necessary utility crossings in the designated and approved locations shown on the approved final plan, no further excavation or embankment can occur within these areas without obtaining authorization from the proper governing agencies.

41) The owners of Lots 42, 43, 46, 47, 48, 49, 50, 51, and 52 shall be responsible for The installation and maintenance, including snow removal, of all sidewalks Located therein as depicted and provided for in the notes to the Subdivision Plan. The Association shall maintain the sidewalks on Lots 1A, 1B, 1C and across the right-of-way from lot 53.

42) Any activity performed in an area defined as a Drainage or conservation Easement will need approval from the Homeowners Association and may require a permit from the Pennsylvania Department of Environmental Protection.

43) The Association shall be responsible for maintenance of all detention basins, including grass and weed control, whether said basins are located on open space or within any individual lot.

44) All lots are subject to all of the notes contained in the Subdivision Plan which are incorporated herein by reference.

45) All restrictions contained herein are superseded by any Township Ordinance to the extent they are inconsistent and more stringent.

ARTICLE V

MISCELLANEOUS

Section 1 - Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by 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 shall continue in full force and effect until and unless an instrument signed by the then owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

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, the Township, 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, the Township, 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.

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.

ARTICLE VI

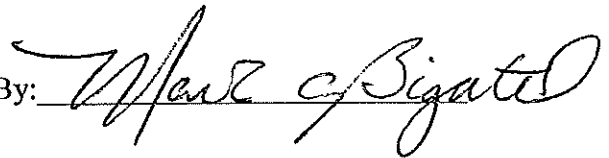
This Amended Declaration of Restrictive Covenants shall supersede the Declaration of Restrictive Covenants recorded in Centre County Record Book 1706, Page 236, and the First Amendment thereto recorded in Centre County Record Book 1819, Page 565.

IN WITNESS WHEREOF, the Developer and current lot owners have caused these Declarations to be executed as of the day and year first above written.

Declarant

Attest:

By:



Secretary

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CENTRE } SS:

On this the 11th day of July, 2005, before me, a Notary Public, personally appeared Mark C. Bigatel, who acknowledged himself to be Managing Partner, and that he, as such officer being authorized to do so, executed the foregoing Declaration of Restrictions for the purposes therein contained by signing as such officer.

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

Shirley J. Gaines
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Shirley J. Gaines, Notary Public
State College Boro, Centre County
My Commission Expires Jan. 16, 2008
Member, Pennsylvania Association Of Notaries