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GROVE PARK SUBDIVISION
GROVE PARK ASSOCIATES INC
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DEC 12 pgs
RECORDED OF DEEDS

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DECLARATION OF RESTRICTIONS, COVENANTS, RESERVATIONS,
EASEMENTS AND GROVE PARK HOMEOWNERS ASSOCIATION
FOR GROVE PARK SUBDIVISION
BENNER TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA

Grove Park Subdivision is a subdivision in Benner Township, Centre County, Pennsylvania, owned by GROVE PARK ASSOCIATES, INC. and herein after referred to as "Developers".

Grove Park Subdivision, Final Plan prepared by ELA Group, Inc. and dated January 5, 2006 last revised February 16, 2006 is a 78-lot (seventy eight) subdivision comprising 74 (seventy four) home sites, 2 (two) stormwater pond lots, 1 (one) open space lot, 1 (one) water well and finished water storage tank lot, roads, utilities and improvements, and is intended to be recorded herewith.

Each lot in Grove Park Subdivision 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 the Developers, on behalf of themselves, their executors, administrators, heirs and assigns, agree to keep and perform. Developers reserve the right and privilege to redesign or re-plot the plan of Grove Park Subdivision at any time hereafter as to any unused portion and to change, relocate or delete any roads or streets as Developers may desire, so long as each lot sold by Developers is provided with a reasonable vehicular and pedestrian right-of-way acceptable to Centre County and Benner Township.

ARTICLE I
Definitions

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

- (a) "Association" shall mean and refer to the Grove Park Homeowner's Association, its successors and assigns.
- (b) "Developer" or "Declarant" shall refer to Grove Park Associates, Inc.
- (c) "Lot shall mean and refer to any plot of land known as one of the 78 lots as shown on the subdivision plan of Grove Park Subdivision intended to be recorded herewith.
- (d) "Members" shall mean and refer to all those Owners who are members of the Association. All Owners as herein defined, upon acquiring title and paying the membership fee, shall automatically become a member of the Association.
- (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, unless and until such mortgage or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (f) "Premises" shall mean and refer to each lot and any structure constructed thereon.
- (g) "The Properties" shall mean and refer to all 78 Lots as illustrated on the Grove Park Final Subdivision Plan as well as all public rights-of-way and all easements, as more fully described and shown on an approved plat plan to be recorded in Centre County Plat Book and as may be shown on any revision of the plat plan which becomes a final subdivision plan.
- (h) "Township" shall mean the Township of Benner, Centre County, Pennsylvania.
- (i) The "open space" lot shall mean and refer to lot number 21 as illustrated on the Grove Park Final Subdivision Plan.
- (j) "Water System" shall mean and refer to the community well lot, the well, the water lines, finished water storage tank, easements and lateral stubs provided for residential connection and the appurtenances that complete water delivery for the residential lots and structures of the Grove Park Subdivision.

ARTICLE II
Property Subject To This Declaration

Section 1. Description of Land. The lands subject to this Declaration known as Grove Park Subdivision and situated in the Township of Benner, Centre County, Pennsylvania, is more specifically depicted on Exhibit "A" and is shown on a plat plan attached hereto and made a part hereof.

*ARTICLE III
Restrictions And Obligations Of Owners*

1. The premises shall be used for residential purposes only or as "open space" lots. In addition, a garage must be erected as part of the dwelling or separate from the dwelling. Only such other outbuildings or appurtenances, if any, as may be approved by Developers, their successors or assigns may be erected or placed on the premises.
2. No lot shall be re-subdivided into two (2) or more lots without the express written approval of Developers. This provision shall not limit the Developers right to re-subdivide or reconfigure any lots and/or streets within the development.
3. No part of any structure shall be erected closer to the front property line nor closer to any side property line than is shown on the latest recorded plan of the Development or such area, or if none, as permitted by the Benner Township Zoning Ordinance.
4. No mobile home, shack, or other temporary structure shall be kept, maintained or allowed on the premises more than six (6) months, nor can any lot be used as a means of access or egress to or from any other real estate except with Developers' express written approval.
5. No animals, poultry or livestock of any kind shall be raised, bed or kept on any lots except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes. A lot owner may keep one large dog or not more than two, only one of which can be over 40 pounds, two cats, but in no events any wild animals, attack dogs or piranha fish. All animals must be leashed when outside of the residence. The lot owner must "clean-up" after the animal(s).
6. No obnoxious, offensive or loud activity shall be carried on in any unit, nor shall anything be done thereon or therein which may become an annoyance or nuisance to the other lot owners in the quiet enjoyment of their premises. The decision as to whether such activity is obnoxious, offensive or overly loud or which disturbs television or radio reception shall be decided exclusively by the Declarant or its assigns or the Homeowners' Association in such manner as it may elect to make such decision. Such decision is final and un-appeable.
7. Outdoor cloth lines shall be allowed in the rear of the property only.
8. Each lot owner shall provide and maintain a mailbox that is approved and provided by the Declarant and the postal service.
9. The building and landscaping of any dwelling or garage must be completed within one (1) year from the start of construction on that lot; paved driveways must be installed and must be completed within twelve (12) months. Failure to complete these improvements within the prescribed time will result in assessment against the lot owners for liquidated damages in the amount of \$25.00 per day for the time beyond the foregoing time limit is incomplete.

10. No building shall be erected, altered or placed on any lot until a complete set of plans and specifications for the same shall first have been furnished to Declarant, its successors or assigns, and such plans have been approved in writing. Each Grantee further agrees that no changes shall be made in said plans and specifications without the written consent of Declarant, its successors or assigns.
11. A small garden no more than 500 sq.ft. shall be permitted at the rear of a unit.
12. Water wells may not be drilled without prior written approval of the Developers.
13. The installation of all electrical, telephone, cable, television and other utility lines shall be underground.
14. All downspouts shall be drained to underground sumps (where noted on plan) and each lot shall be developed in strict compliance with the stormwater management plan and/or NPDES permit for the subdivision, which is on file with the Centre County Planning Office and Benner Township Office.
15. Neither Developers, nor their successors or assigns, shall be liable for damages to anyone submitting any plans or request for approval, or to any lot owner or person 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 lot owner or person who submits any plans or request to the Developers, their successors or 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.
16. Developers, their successors or 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 other 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 these covenants and to take such other remedies as are available to Developers, their successors or assigns, in law or equity with all legal costs, fines and/or costs to be paid by the violator.
17. Lot owners shall not interfere with both natural and man-made drainage courses and all other stormwater management facilities.
18. At no time shall any lot be stripped of its topsoil, 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 Developers or their designee and their machinery shall have the right to enter upon any lot for the purpose of removing trash, cutting, clearing or pruning the lot with all costs to be borne by the lot owner, if any lot owner permits the same to become unsightly or if the same detracts from the overall beauty, setting and safety of the Developers.
19. All trash, garbage and refuse shall be stored in covered metal or plastic receptacles, or otherwise concealed from view by an enclosure or screening approved by Developers, their successors or assigns.

20. No signs of any kind shall be displayed to the public view on any of the lots except those approved by the Declarant.
21. There is hereby expressly reserved unto Developers, their successors or assigns, all necessary easements and rights-of-way for the passage of surface and subsurface water drainage over and under each and every lot and notwithstanding the expiration of covenants after twenty (20) years, this reservation shall be in perpetuity.
22. There is hereby expressly reserved unto Developers, their successors or assigns, all necessary easements and rights-of-way for installations and maintenance of utilities, streets, walks, municipal improvements and quasi-utilities.
23. The term "Developers" and "lot owners" wherever used herein shall include also their respective heirs, executors, administrators, successors, person representatives, or assigns, so that the rights, privileges and obligations of these Covenants shall extend to and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, personal representatives and assigns. The word "lot owner" shall be deemed and taken to mean each and every owner of a lot, whether one or more.
24. Contemporaneous with the construction of a dwelling on any lot, the lot owner shall install a yard light located within 25 feet of the edge of the public right-of-way (75 feet from centerline) with each light to be equipped with a dusk-to-dawn switch which shall be illuminated during all hours of darkness.
25. Owners of lots shall be required to maintain weed and grass growth within 150 feet of an occupied adjoining dwelling to the lesser of 15 inches or before the vegetation produces seeds.
26. No commercial vehicles over 12,000 pounds empty weight may be parked or stored on site. Owners may park or store recreational vehicles and/or boats on lots provided parking in excess of thirty (30) days shall be in such a manner as to not be directly visible from curb side.
27. These Covenants shall run with the land and shall remain in effect for a period of twenty (20) years from the last day of April, 2006, but all reservations of easements and rights-of-way shall be in perpetuity. The expiration date of the protective covenants does not end the Homeowner Association.
28. Developers have deemed it desirable for the efficient preservation of open space and rural vistas to create a homeowner's association with the power of maintaining and administering and enforcing the covenants and restrictions, and levying, collecting and disbursing the assessments and charges hereinafter created.
29. The Developers declare that the real property described in Exhibit "A" attached hereto and made a part hereof, 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.

30. Architectural Requirements:

- a. Direct-vent gas fireplaces with bump-outs shall be allowed.
 - b. A foundation wall surface for walk-out and daylight basements shall be faced with one of the following materials: brick veneer, stone veneer, EIFS, or other suitable material approved in advance by the Developer.
 - c. Acceptable exterior finish materials shall include the following: brick, stone, EIFS, cement board siding, vinyl siding, shakes, or other material approved in advance by the Developer.
 - d. Colors of exterior finish materials subject to approval by the Developer.
 - e. The roof pitch of the main house should be no less than 7/12. Secondary roofs, such as the garage, porches or bump-outs, may be less than 7/12.
 - ✓ f. Post light shall be connected to a photocell and shall remain illuminated from dusk until dawn.
 - g. All residences shall be a minimum of eighteen-hundred (1,800) square feet of finished living space, exclusive of all porches, unfinished basements, and garage areas. All residences will have a garage, which must be able to house a minimum of two vehicles.
 - h. All retention wall materials are subject to approval by the Developer.
31. Required Equipment and Facilities.
- a. Installation of a remote read-out water meter specified by the Developers.
 - b. All of the above construction and improvements shall be under and subject to the prior approval of the Developers.

ARTICLE IV
Specific Association Obligations

The Grove Park Homeowner's Association shall have the responsibility for, but not limited to, the following matters:

- (a) Maintenance and restoration of any detention basin, drainage easements or other drainage structures outside the public rights-of-way as shown on the Final Subdivision Plan for Grove Park Subdivision, including maintenance of any pipes and inlet/outlet structures.
- (b) Operation and maintenance of and insurance for the water system of Grove Park Subdivision until offered for and accepted by an appropriate authority for dedication.
- (c) General maintenance of the common areas of the subdivision.

- (d) Enforcement of the Declaration of Restrictions, Covenants and Reservations for Grove Park Subdivision.
- (e) Acquisition of appropriate insurance coverage to protect the Association and its stormwater system.

ARTICLE V
Membership And Voting Rights In The Association

Section 1. Membership: Membership in the Association, as defined herein, shall be governed by this agreement and any By-Laws, which may be enacted by the Association by majority vote. However, in no event, may the use parameters of the open space be changed. All Owners, upon acquiring title to any Lot shall automatically become a member of the Association and shall be subject to the Declaration and By-Laws of the Grove Park Homeowner's Association.

Section 2. Voting Rights: Initially there shall be one vote for each lot occupied or unoccupied by the owner as defined herein. Voting rights in the Association shall be 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 set forth in the said By-laws as enacted and amended from time to time and shall include suspension of voting rights for failure to pay membership dues.

ARTICLE VI
Covenant For Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments: Each Owner of a 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 monthly, quarterly, semi-annual or annual assessments as fixed by the Association.

Section 2. Purpose of Assessment: The monthly, quarterly, semi-annual, 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 in the Properties, in particular for the improvement and maintenance of properties, services, and facilities diverted to this purpose.

Section 3. Membership: At the time of sale of any lot, original transfer from the Developers, the new owner shall pay a membership fee of \$1000.00 to the Grove Park Homeowners' Association. Subsequent transfers of any lot, the new owner shall pay a membership fee of \$500.00. Original purchasers shall have \$850.00 of this amount paid directly to the Developers to offset part of the original water system construction with the balance held by the Association for its purposes in conjunction with the Water System.