

DECLARATION OF PROTECTIVE COVENANTS
G. EDWARDS CO., INC.
TEABERRY RIDGE - ALL PHASES

THIS DECLARATION is made this 11th day of February, 1993, by G. EDWARDS CO., INC., a Pennsylvania Corporation, hereinafter called "Developer".

WHEREAS, Developer is the owner of certain real property known as Teaberry Ridge as shown on the master plan by Sweetland Engineering, Inc., dated the 12th day of October, 1992, last revised January 26, 1993, and Township approved "Master Plan" on file at the township building to be recorded concurrently with this declaration and to be attached hereto and made a part hereof and marked Exhibit "A". The purpose of this declaration is to declare the covenants, easements, charges and liens on the lots in the subdivision which will be burdened with the duties and obligations for maintenance of common areas for the benefit of the said lots and for the entire Master Plan as hereinafter set out; and

WHEREAS, the Developer desires to provide the facilities for common areas and to this end, desires to subject the real property referred to in Exhibit "A" and the lots as set out above to the covenants, restrictions, easements, charges and liens, as hereinafter set forth, each and all of which is and are for the benefit of the said property and the Owners of the various lots; and

WHEREAS, the Township of Ferguson has required that the Developer deem it desirable for the efficient preservation of the facilities in the said community to create an entity hereinafter referred to as Association which would be delegated and assigned the powers of maintaining and administering the common areas, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has incorporated under the laws of the Commonwealth of Pennsylvania as a non-profit corporation which shall be known as the "Teaberry Ridge Maintenance Corporation, Inc.", for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property referred to and more fully set out on the master plan as described in Exhibit "A" forming 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.

*Plat Book 46
Page 145 & 146*

ARTICLE I
DEFINITIONS

Section 1. 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 Teaberry Ridge Maintenance Corporation, Inc., its successors and assigns.
- b. "Common Area" shall mean the natural areas, nature trails, storm water management facility, detention ponds, and the easement for access to service the same.
- c. "The Properties" shall mean and refer to all properties, both lots and common area, easements and common areas of the said lots, as are subject to this declaration and shown on the Final P.R.D. Master Plan for Teaberry Ridge.
- d. "Lot" shall mean and refer to any numbered plot of land intended and subdivided for developed use and as shown upon one of the Township approved "Final P.R.D. Master Plan" of the Teaberry Ridge, but shall not include any 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 mortgagee or subsequent holder of a mortgage, unless such mortgagee or holder has acquired title.
- f. "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 and bound by its rules and regulations.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Declaration. The land subject to this Declaration are those particular lots, which are part of the Teaberry Ridge lands as shown on the master plan intended to be recorded concurrently herewith which are incorporated herein and made a part hereof as Exhibit "A".

Section 2. Additions to the Said Designated Properties by Developer. If the Developer, its successors and assigns, should develop additional lands adjacent to the designated lots or should any lot Owner acquire adjacent lots, such additional lands may be annexed to the properties as herein set out by written declaration of the Developer, its successors and assigns, describing the additional property, and duly recorded. Such addition may be accomplished by the Developer at its sole discretion, without the consent of any of the members hereof or of the Association. The adjacent lots may be bound by

these covenants at the discretion of the Developer who may file additional declarations binding the additional lots.

Section 3. Prior to adding any additional lands to the properties, Developer shall first obtain approval of the Township of Ferguson

ARTICLE III

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 Teaberry Ridge Maintenance Corporation, Inc.

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. Votes shall be allocated on the basis of one vote per lot owned by a person other than the Developer.

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 RIGHT IN THE COMMON AREAS

Section 1. Subject to the provisions of Section 3 of this Article, every member shall have a right and easement in and to the designated Common Area of the Township approved Master Plan of which his lot is a part, and such easement shall be appurtenant to and shall pass with the title to every lot for the purpose of access and egress for maintenance of the common areas.

Section 2. Title. The Developer hereby agrees that, prior to the conveyance of the first lot of the recorded Master Plan of the properties, he will file the first phase final plan of Teaberry Ridge and convey all common areas to the Association. Such master plan shall show each of the lots benefited and burdened by the intent of these covenants, i.e. the common areas along with the right of access to keep, maintain or control water run off and storm water management on the designated lots.

Section 3. Extent of Members' Easements. The rights and easements 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, mortgage, 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 right of any member for any period during which any assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations;

c. The right 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 controlling the water run off and to install such ancillary facilities that may be necessary to carry out the intent of this Declaration. The ground utilized shall be returned to its original condition to the extent possible.

d. The right of the Association to dedicate or transfer all or any part of the Common Areas to and upon request of any public agency, authority or utility or to grant a right-of-way or easement for such purposes, 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-way through, under, over and across any lot on the common areas, for the installation, maintenance and inspection of any lines or drainage facilities or any installed facility or anything appurtenant thereto for the purpose of this declarations of covenant or for public or private water, sewer, drainage, fuel, oil, gas, television cable and other utilities.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

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

The Developer, for each lot owned by it within the numbered properties, hereby covenants, and each subsequent Owner of any such lot, by acceptance of a deed for any of the herein, whether or not so expressed in any such deed or other conveyance, shall be deemed to covenant and agree and pay to the Association or to Ferguson Township: (1) Annual Assessments, if imposed, for maintenance improvements for the common areas; and (2) Special Assessments, if imposed, 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 line 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 improvement in the event of non-payment for a period of time by the lot Owner.

Section 2. Purpose of Assessment. The Annual and Special Assessments, when levied, by the Association or the Township shall be used exclusively for the improvement and maintenance of the lots and for the facilities and services devoted to the purpose of common areas and related to the use and enjoyment of the lot Owners including but not limited to the repair, replacement, maintenance and upkeep, any additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis of Assessments. Commencing with the conveyance of the first lot to an Owner, the initial assessment shall be at the rate of \$100 per lot, and any future assessments shall be imposed at a rate set by Association annually.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, affix 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 or to improve common areas.

Nothing herein is intended nor shall be interpreted as a limitation on the right of the Township in its discretion or judgment to order such common areas maintenance or improvements to fix assessments to each of the lot 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 (Department of Environmental Resources).

The Developer shall be exempt from the payment of any assessment or charges with respect to any lots owned by them unless the Developer develops or rents a lot in which event they 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 may levy in any assessment year one or more special assessments (which must be fixed on a per lot basis for the numbered lots) applicable to that year only for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement for or on behalf of the common areas, including the necessary fixtures and personal property related thereto, provided that such assessment shall have an 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 any such meeting 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. Assent of the Members shall not be required in the case of levy or lien by the Township of Ferguson.

Section 5. Change in Assessments. The Board of Directors of the Association may prospectively increase the annual assessment from time to time as the same may be deemed necessary in 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 shall be as follows:

At the first meeting called, as provided in Section 4 of this article, the presence at the meeting of members or of proxies entitled to cast sixty per cent of all the votes of the lot Owners 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. Date of Commencement of Assessments: Due Dates. The assessments provided for herein shall commence on the first day of the year following the conveyance of the first lot from the Developer to an Owner and shall be due and payable in advance on the first day of each calendar year thereafter or as set by the Board.

Section 8. 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 the annual assessment of \$100 per lot at the time then in effect and to provide for the initial costs of maintaining the facilities. The aforementioned payment shall be in addition to and shall not be in any way considered a pre-payment of the annual assessment fee. Thereafter, each lot Owner assumes and agrees to pay any and all assessments of the maintenance corporation and comply with the rules and regulations of the Teaberry Ridge Maintenance Corporation, Inc. for the entire Master Plan

Section 9. 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 the time, prepare a roster of the lots and the assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any lot Owner.

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

The Association shall, upon demand at any time, furnish to any lot Owner liable for said assessment, a notice in writing signed by an officer of the Association, setting forth whether said assessment has been paid. The notice 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 area utilized for the common areas and covering any acts performed by the Association, its agents or employees.

Section 10. Effect of Non-Payment of the Assessment. The Personal Obligation of the Owner: The Lien; Remedies of Association and/or the Township. If any assessment is not paid on the date when due (being the dates specified in Section 7), 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 land and shall be 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 lot 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 fifteen (15) per cent 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 part of the common areas.

Section 11. Continuance of Lien. In the event any of the Owners of the lots 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 Developer or the Association shall furnish any first time purchaser with a notice

upon which all unpaid assessments shall be listed together with interest and costs at any time upon request.

ARTICLE VI
OTHER PROTECTIVE COVENANTS

Section 1. It is understood and agreed that the properties in the Master Plan including the lots as herein set out are automatically under and subject to this Declaration of Covenants and any additional Declaration of Covenants as the same may be recorded from time to time by the Developer. Any and all of the said protective covenants, insofar as they apply to the lots of this Association of Teaberry Ridge and the properties of this Master Plan and of this Association shall be binding with respect to membership, assessments, and other matters concerning and connected with the Teaberry Ridge Master Plan as shown on Exhibit "A". Any subsequent Owners or lessees of these lots shall be bound by these covenants.

Section 2. After the sale of seventy-five (75%) percent of the lots in all phases, the Developer may transfer the responsibilities for common area maintenance to the Association.

Section 3. After the sale of one hundred (100%) percent of the lots in all phases, the Developer shall transfer the responsibilities of common area maintenance to the Association.

ARTICLE VII

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefits of and be enforceable by the Developer and/or the Association or 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 the appropriate municipal, county and/or state authority regulating use of the said lands assent to a change in whole or in part of this Agreement and/or unless an instrument signed by the then Owners of two-thirds of the 125 lots has been recorded agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded one year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner of the lots at least ninety (90) days in advance of any action taken. Any changes to the covenants that affect the Township's rights in this document shall remain in effect until the Township agrees to such changes.

Section 2. Notices. Any notice required to be sent to any member or Owner of the lots 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 as a member or Owner of the records of the Association at the time of such mailing.

Section 3. Enforcement. The Association or the Township or any Owner or Developer 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 or the Township or any Owner or the Developer 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 said 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 in this Section 3 shall not create an obligation of 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 not affect the validity of any other provision which shall remain in full force and effect.

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

G. EDWARDS COMPANY, INC.

BY: Galen E. Dreibelbis

Galen E. Dreibelbis, President

BY: Robert E. Poole

Robert E. Poole,
Secretary, Treasurer

ENTERED FOR RECORD

93 JUL 14 PM 4:17

HAZEL HESTERS
RECORDER OF DEEDS
CENTRE COUNTY

Recorded in the office for the recording

of Deeds, etc in and for Centre County

RECORD in ... Book No. 706 at page 516

14th day of July A. D. 19 93

Witness my hand and seal of office

Hazel M. Peters

Recorder

COMMONWEALTH OF PENNSYLVANIA)) ss:
COUNTY OF CENTRE)

On this, the 11th day of February, 1993, before me, the undersigned officer, a Notary Public, personally appeared GALEN E. DREIBELBIS, who acknowledged himself to be the President of G. Edwards Company, Inc., the foregoing corporation, and that as such, he, being authorized by such corporation to do so, executed the foregoing instrument for the purpose therein contained by signing his name thereon as such.

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

Janet T. Fleming

