

DECLARATION OF RESTRICTIVE COVENANTS, RESERVATIONS
AND EASEMENTS FOR TEABERRY RIDGE P.R.D.
FERGUSON TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA
G. Edwards Co., Inc.

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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 G. Edwards Co., Inc., of 1535 North Atherton Street, State College, Centre County, Pennsylvania ("Developer").

Each lot in Teaberry Ridge Single Family Planned Residential Development designated by the Developer, being those lots numbered 1 through 123 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 or from a person who accepted a deed from Developer or a successor in title of Developer, on behalf of themselves, their executors, administrators, heirs, successors, and assigns, agrees to keep and perform:

1. Only one (1) single family residential dwelling may be erected or maintained on each designated single family lot. As part of each single family residential dwelling constructed on a lot, an integral or attached 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 shall be approved by Developer, may be erected or placed on the lot.

No unregistered or uninspected motor vehicle may remain on the said lot unless said motor vehicle is garaged.

2. 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.

3. No animals, livestock, horses, or poultry, of any kind shall be raised, bred or kept on the premises except that dogs, cats or other household pets may be kept provided that there shall be kept on the premises no more than two (2) dogs and two (2) cats. No dog houses or kennels may be erected on the premises.

4. No building shall be erected, altered or placed upon any lot and there shall be no landscaping or 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 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, 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, first had and obtained.

Developer reserves the right to approve or disapprove of any builder of a dwelling or improvement within Teaberry Ridge Single Family P.R.D. No unpainted wood exterior materials shall be approved.

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.

After receipt of the identity of the proposed builder, the plans, specifications and proposals, Developer shall approve or disapprove the same within fifteen (15) 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 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) plan to scale
- (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 grass and landscaping is established and shall comply with regulations promulgated by the Soil Conservation Service.

Any notices requiring approvals from Developer shall be sent to address as follows:

G. Edwards Co., Inc.
Mr. Galen E. Dreibelbis, President
1535 North Atherton Street
State College, Pa 16803

Developer may, at Developer's option, appoint a Design Review Board, ("DRB"). Developer may assign and delegate any or all Developer's rights and authority; and further, Developer may retain the right to veto any decision of the DRB.

5. At least thirty (30) days prior to occupancy of the dwelling, a landscaping plan shall first have been furnished to Developer, and such plans shall have been approved in writing by Developer, and each Grantee further agrees that no change shall be made in said approved landscaping plan without the written approval of Developer first and obtained. All submissions of landscaping plans must be in duplicate, one copy of which shall be retained by Developer. After receipt of the landscaping plan, Developer shall approve or disapprove the same within fifteen (15) 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 shall deem suitable.

6. The building and landscaping of any dwelling, garage and driveway must be completed within one (1) year from the start thereof.

7. 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.

8. No fences shall be permitted unless approved by Developer. The procedure for approval of the design and location of the fences shall be in accordance with Paragraphs 4 through 6 above.

9. Each Grantee shall refrain from interference with natural drainage courses and swales among the roadways.

10. 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 and his contractors' machinery shall have the right to enter upon any lot for the purpose of removing trash, mowing, cutting, clearing or pruning the lot if any Grantee permits the same to become unsightly or if the same detracts from the overall beauty, setting and safety of the Teaberry Ridge Single Family P.R.D. 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.

11. All trash, garbage and refuse shall be stored in covered metal or plastic receptacles, and concealed from view by an enclosure or screening approved by Developer or stored inside garage or storage area.

12. 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. The foregoing notwithstanding, Developer may allow signs which exceed the size set forth in this paragraph for (1) advertisement of the subdivision during development, (2) gateway or subdivision name signs, whether temporary or permanent, and (3) signs as may be appropriate for a model home at the location of the model home.

13. Each Grantee must provide for off the street parking with a paved driveway, for at least two (2) vehicles.

14. 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.

15. No lot shall be resubdivided into two (2) or more lots.

16. Developer, or Developer's approved contractor, may build and maintain model homes in Teaberry Ridge Single Family P.R.D. so long as said model home is not used as a sales office.

17. Each reference to Developer herein shall refer to Developer, their heirs, successors and assigns. Developer shall have the right to grant and convey or assign any or all of their rights to enforce these restrictive covenants, reservations and easements to another person or persons. Developer may grant and convey or assign some rights, but not others and may grant and convey or assign some rights to one person and other rights to other persons. Upon such conveyance, grant or assignment, the person or persons shall have and shall succeed to all rights and duties with the same power as the original Developer. Grantee herein shall refer to the original purchaser from Developer, their heirs, successors or assigns and successors in interest.

18. 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.

19. The covenants and restrictions of this Declaration shall run with and bind the land and the Grantee and owner of each lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

20. Each building shall be provided with gutters and downspouts and all roof water shall drain to underground sumps.

21. Each Grantee agrees that they will construct a five (5') foot wide concrete sidewalk on all street frontage of their lot prior to occupancy of a home, however, sidewalk shall be constructed no later than two (2) years after closing date of the lot, in the event that a home is not constructed during this period of time.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed the day and year first above written.

G. EDWARDS CO., INC.

Galen E. Dreibelbis

Galen E. Dreibelbis, President

Robert E. Poole

Robert E. Poole, Secretary/Treasurer

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CENTRE)

ss:

On this 13th day of July, 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
Notarial Seal
Janet T. Fleming, Notary Public
Ferguson Township, Centre County, Pa.
My Commission Expires March 20, 1995

Recorded in the office for the recording
of Deeds, etc in and for Centre County
RECORDS Book No. 706 at page 526
14th day of July, A. D. 1993
Witness my hand and seal of office
Wayne M. Peter
Recorder

93 JUL 14 PM 4:17
RECORDS
CENTRE COUNTY