

**DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESERVATIONS, AND  
EASEMENTS FOR THE SUBDIVISION OF LANDS OF CHRISTOPHER W SANDERS  
LOCATED IN WALKER TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA, AND  
RECORDED IN CENTRE COUNTY PLAT BOOK \_\_\_\_, PAGES \_\_\_\_.**

The lots in the Subdivision of Lands of Christopher W. Sanders (UPI 14-06-144 - Record Book 1975 Page 437) shall be conveyed UNDER AND SUBJECT to the following restrictions, covenants, conditions, reservations, and easements, which shall be construed as covenants running with the land and which each Grantee by the acceptance of a deed or deeds on behalf of Grantee, Grantee's executors, administrators, heirs, and assigns, agrees to keep and perform.

1. The premises shall be used for residential or recreational purposes only, and only one (1) single-family residential dwelling or one (1) cabin (vacation home) may be erected or maintained on the premises. Due to the private nature of the lots and lot 5 having the possibility of building close to the building site on lot 3, lot 5 shall gain approval of home/cabin location from developer.
2. In addition, a garage for not more than three (3) cars may be erected as part of the dwelling or separate from the dwelling. Barns, accessory structures and storage buildings are permitted if approval is obtained from the developer.
3. In-home or wholesale businesses which do not create a nuisance to other lots shall be permitted only with the written permission of the Developer. If permission is granted for a business, it cannot be assigned or transferred without the written permission of the Developer.
4. No unregistered vehicle shall remain on the premises for more than one (1) month following the expiration of its registration, unless said vehicle is garaged. No junk or trash shall be disposed of on any lot. 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 Developer.
5. No new lots may be created in this subdivision, provided that Developer retains and shall have the exclusive right to waive such a provision if, in his judgment, a waiver is required by special circumstances. Such waiver decision by Developer shall be final and binding.
6. No mobile home, or temporary structure shall be kept, maintained, or allowed on the premises. All dwellings or cabins (vacation homes) shall be on-site or modular construction. No trailers or doublewide homes are permitted. Building plans for barns and storage structures must be approved by the developer in writing prior to the start of construction.
7. Horses may be kept without the developer's written permission. Dogs, cats, or other household pets may be kept on any lot, provided they are not kept, bred or maintained for any commercial purpose. Permission for any other livestock besides horses for any lot must be granted by the developer in writing.
8. Grantees shall refrain from interference with all natural drainage courses and swales.
9. The exterior of any dwelling, cabin (vacation home), and garage must be completed within twelve (12) months from the start thereof, or else there shall be assessed against Grantee liquidated damages in the amount of One-hundred (\$100.00) Dollars per day for that time beyond the foregoing twelve (12) month period until such construction completed. All driveways shall be constructed and maintained to a mud-free standard.

10. Minimum finished square footage of living space of all dwellings or cabins (vacation homes), excluding basements and garages, must be at least fifteen hundred (1,500) square feet, provided that Developer retains and shall have the exclusive right to waive such a provision if, in his judgment, a waiver is required by special circumstances. Such waiver decision by Developer shall be final and binding.

11. Neither the Developer, nor their heirs or assigns, shall be liable in damages to anyone affected by these Covenants by reason of mistake in judgment, negligence, or nonfeasance.

12. No dwelling or cabin (vacation home) may be occupied until it is more than 80% completed, as determined by the developer. Developer retains and shall have the exclusive right to waive such provision, if in the Developer's judgment, a waiver is required by special circumstances. The waiver decision by the Developer shall be final and binding on Developer, Grantees, and all other parties.

13. At no time shall any lot be stripped of its topsoil, except to the extent necessary for approved construction, and no topsoil shall be removed after the construction of the house is completed.

14. All lots are enrolled in the Centre County Clean and Green Agricultural Tax program. If a lot owner violates the Clean and Green regulations and triggers a rollback of Clean and Green taxes to market value taxes, the owner who created the violation is responsible for the rollback taxes on the entire parent tract.

16. When the words Grantee, Grantees, or Developer are used in this document, those words are intended to include and shall be binding upon the heirs, executors, administrators, legal representatives, successors, and assigns of Grantee, Grantees, and Developer.

17. These covenants shall expire on December 31, 2028.

IN WITNESS WHEREOF, Christopher W. Sanders, owner of the lots in the Subdivision of Lands of Christopher W. Sanders in the above referenced subdivision, have signed this Declaration and state that this Declaration shall apply to the lots in the Subdivision of Lands of Christopher W. Sanders in Walker Township, Centre County, Pennsylvania.

Witness:

\_\_\_\_\_

STATE OF PENNSYLVANIA

COUNTY OF \_\_\_\_\_ SS

Before me, a notary public, personally appeared Christopher W. Sanders, owner of the lots in the Subdivision of Lands of Centre Foods Enterprises, and he has declared that he has signed the Declaration of Restrictive Covenants, Conditions, Reservations, and Easements on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public