

7/17/07



R 01992-0614 Jul 24, 2007

KAUFFMAN, MARK E
SINKING CREEK PRESERVE

07-24-2007
13:32:07

RES 3 dds

Joseph J. Warden
RECORDER OF DEEDS

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3-10
1980

(SPACE ABOVE RESERVED FOR RECORDING PURPOSES)

DECLARATION OF "PRIVATE" RESTRICTIVE COVENANTS, CONDITIONS,
RESERVATIONS, AND EASEMENTS
FOR THE SUBDIVISION OF LANDS OF
MARK E. AND DORIS J. KAUFFMAN, ALSO KNOWN AS SINKING CREEK PRESERVE,
LOCATED IN GREGG TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA

The lots in the Subdivision of Land of Mark E. & Doris J. Kauffman 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.

**Refer to the additional "DECLARATION OF "CONSERVATION AREA"
RESTRICTIVE COVENANTS, CONDITIONS, RESERVATIONS, AND EASEMENTS
FOR THE SUBDIVISION OF LANDS OF MARK E. AND DORIS J. KAUFFMAN, ALSO
KNOWN AS SINKING CREEK PRESERVE" for other property restrictions.**

1. The premises shall be used for residential purposes only and only one (1) single-family residential dwelling may be erected or maintained on the premises.
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 and storage buildings are permitted if approval is obtained from the developer.
3. In-home 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. And the property owner shall provide written proof of compliance with all applicable Gregg Township, Centre County and state land use controls as a condition for approval by 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.
5. No mobile home, or temporary structure shall be kept, maintained, or allowed on the premises. All dwellings shall be on-site or modular construction. No trailers or doublewide homes are permitted.
6. Minimum finished square footage of living space of all dwelling houses, excluding basements and garages, must be at least two thousand (2000) square feet for a 2-story home and one thousand five hundred (1500) square feet for a single story home, provided the 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.
7. The exterior of any dwelling or 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 ten (\$10.00) dollars per day for that time beyond the foregoing twelve (12) month period until such construction is completed. Landscaping shall be completed within two (2) years after the start of construction. All driveways shall be constructed and maintained to a mud-free standard.
8. Grantees shall refrain from interference with all natural drainage courses and swales.
9. Horses may be kept on Lots 2, 3, 4, 6, 7 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.

7/17/07

10. 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.

11. No dwelling 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.

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

13. Any tillable land on any lot not used for site area, agricultural crops, deed restriction (excepting the "Open Space/Conservation Area"), or pasture shall be mowed at least twice a year for weed control.

15. Each reference to "Lot Owner" herein shall refer to and include the heirs, executors, administrators, legal representatives, successors, and assigns of such Lot Owner. Each reference to Developers" herein shall refer to and include the heirs, executors, administrators, legal representative, successors, and assigns of Developers. Developers shall have the right to grant, convey and assign any or all of his/her rights herein to any other person or entity.

16. 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.

17. These covenants shall expire on December 31, 2027.

WITNESS:




MARK E. KAUFFMAN


DORIS J. KAUFFMAN

7/17/07

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CENTRE

ON THIS, this 19th day of July, 2007, before me
JULEE DEIL SMITH ROTE, a notary public, the undersigned officer,
personally appeared **MARK E. & DORIS J. KAUFFMAN**, known to me (or satisfactorily proven) to
be the person whose name is subscribed to the within instrument, and acknowledged that he
executed the same for the purpose therein contained.

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

Julee Deil Smith Rote
Notary Public

