

RECORDED BK 1833 PG 0539
RECORDED ON THE INDICATED
DATE & TIME IN THE ABOVE BOOK & PAGE
INST #



000679

2005 JUN 10 P 1:30

28.00

Joseph L. Duvich

**DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS AND CREATON OF PROPERTY OWNERS
ASSOCIATION IN REGARD TO GEISTLAND ON LAND OF
ROBERT B. GEIST AND PATRICIA J. GEIST, HALFMOON
TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA**

WHEREAS, **GEISTLAND** is a 4-lot subdivision on land owned by **ROBERT B. GEIST** and **PATRICIA J. GEIST**, husband and wife, hereinafter called ("**GEIST**"), which they intend to improve and sell. This subdivision is dated the 18th day of June, 2004, and is recorded in the Office for the Recording of Deeds of Centre County, in Plot Book 71, at Pages 65-66, herein called ("**The Plan**"), comprising four (4) home sites with the appurtenant access, utilities and improvements as shown on said Plan; and

WHEREAS, it is the desire and intention of **GEIST** to sell the property described above and to impose upon it mutually beneficial restrictions and covenants under a general plan of improvements and as required by Halfmoon Township Ordinances for the benefit of all the lots in the subdivision and the future owners of those lots as well as to create a Property Owners Association to participate in the management and control of the common areas and general civic affairs of four lots of the Plan.

NOW, THEREFORE, **GEIST** hereby declares that all of said lots and the property above described is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are declared and agreed to be in furtherance of the Plan

for the subdivision, improvements and sale of the lots and are established as agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the subdivision plan and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the described lots, rights of way, common areas or any part thereof.

1. **ASSOCIATION.** It is agreed that upon the sale of two (2) lots of the said Plan, a non-stock property owners association to be known as “**GEISTLAND HOMEOWNERS ASSOCIATION**”, herein referred to as (“**ASSOCIATION**”) shall be formed by **GEIST** with one (1) membership and one (1) vote for each recorded lot owner. **GEIST** shall have one (1) vote for each lot in which they retain an ownership interest. This **ASSOCIATION** shall be empowered to establish assessments and charges not more frequently than monthly to each property owner for right of way maintenance and beautification, security, common lighting, parking, signing and for Apex Drive maintenance, care and improvement, including its right of way and drainage ways. The care, maintenance and improvement of Apex Drive and its right of way which may include planting of trees, fencing, snow removal and such improvements thereto as shall be deemed desirable and enacted by the **ASSOCIATION**, so as to protect and preserve the beauty and welfare of **GEISTLAND**. No assessment shall be made against **ROBERT B. GEIST** or **PATRICIA J. GEIST** nor their lineal descendants for any lot owned by them, although they may voluntarily contribute.

2. **ASSESSMENT.** The Association may establish by-laws and shall provide for election of officers and may incorporate or continue to operate as an unincorporated association according to the members’ discretion. The **ASSOCIATION** may make assessments which it deems necessary and appropriate for the benefit of the common areas and Apex Drive,

which assessments may be charged, in the event of non-payment by any lot owner, against the lot owner's interest in said land and may be entered as a lien in the event of non-payment, without the necessity of suit against the land owner. A lien so entered shall, in all events, be subordinate to the lien or mortgage of a secured creditor. Each lot owner hereby agrees to waive all conditions and protests of the entry of said lien(s) against his, her or their property in the Office of the Prothonotary of Centre County, which shall be entered using the procedures applicable to the entry of a judgment by confession. In the alternative, the **ASSOCIATION** may elect to enforce its rights against a lot owner by any other procedure permitted by law or equity. It is hereby agreed that the individual lot owners shall pay their individual charges to the **ASSOCIATION** for such goods or services provided in accordance with the majority rule of the **ASSOCIATION** or its designated legal successor.

3. **SUBORDINATION**. It is further agreed by **GEIST** and the individual lot owners, that any lien in favor of the **ASSOCIATION** or its successor shall be subordinate to any lien which shall be created in favor of any mortgagee for the financing of improvements on any said lot or to any other secured creditor.

4. **SINGLE FAMILY DWELLING**. Only one single family private dwelling house or residence designated for occupancy for one family shall be erected or maintained on any of said lots with the further provision that a 500 square foot or less separate dwelling quarters within or connected to the single family dwelling may be maintained as the residence of a care giver to the occupants of the single family dwelling or for a building and grounds maintenance provider or for a relative by blood or marriage with said 500 square foot dwelling to be occupied by no more than two (2) persons.

5. **PRIOR PLAN APPROVALS**, No swimming pool, building, dwelling house, facility or structure, including fences, satellite dish, cabana, pen or shed of any kind, nor any addition thereto shall be erected, nor the erection thereof begun, on any lot, until the plans and specifications thereof shall have been first presented to and approved in writing by either or both **ROBERT B. GEIST** or **PATRICIA J. GEIST** or their heirs or assigns. At the discretion of **GEIST**, their approval alone, in writing will be sufficient. Refusal to approve or approval of plans, locations or specifications may be based by **GEIST** upon any legal reason, including purely aesthetic considerations, which in their sole and absolute discretion shall be deemed sufficient. No alteration to the exterior appearance of any existing building or structure shall be made without like approval. One (1) copy of all plans, specifications and related data shall be furnished to **GEIST** for their records. (A sample form of a suitable site plan is attached for reference.) The color of paint or other finishes for the exterior of any dwelling house or structure shall be deemed to be included in the definition of alterations as herein provided. All such plan approvals shall be acted upon, by appropriate writing, on the part of **GEIST**, within ten (10) days of their receipt thereof and, in the absence of such action, **The Plan** shall be deemed approved as submitted. (See copy of Plan attached.)

6. **COMPLETION OF CONSTRUCTION**, The building, landscaping, seeding and driveway of any dwelling and other improvements required on a lot shall be completed within one (1) year from the beginning of any construction thereon. Further, no temporary structures shall be permitted for more than one (1) year and no occupancy of any temporary structure prior to completion of a dwelling house shall occur on any lot.

7. **BUILDING SET BACK.** All buildings or other improvements shall be constructed within the set back lines shown on the latest recorded subdivision plan and consistent with the approved Site Plan provided for in paragraph 5 above.

8. **PARKING AND LIGHTING.** The driveway for each lot shall be sufficient to provide off-street parking for those vehicles of the owner and his or her family members who live in the dwelling house. This provision for parking shall not be interpreted to waive restrictions under any other paragraph herein. Underground electrical wiring connected and switched within each dwelling shall be made available to a point where each driveway crosses the Apex Drive right of way so as to allow for the **ASSOCIATION** to determine a standard light fixture or night light to be installed at owner's expense to tastefully illuminate each separate driveway area. Such lights shall be illuminated from dusk to dawn. No other lighting on a lot shall be permitted which illuminates across a lot line or which casts light on the house of another.

9. **U. S. MAIL BOXES MOUNTED ALONG S. R. 550.** The **ASSOCIATION** may design and direct the installation of street numbers and standardized mail box units for each lot consistent with applicable regulations. Each lot owner shall equally share the cost and maintenance thereof.

10. **MINIMUM SIZE OF DWELLING.** The dwelling house on each lot shall include minimum finished square footage of living space, excluding basements, garages and attics, of 2,000 square feet and at least a 2 car garage. These minimum standards shall be subject to waiver by **GEIST** to a minor extent, if required by special circumstances and any such waiver would be final and unappealable.

11. **STORAGE OF EQUIPMENT.** Boats, campers, vehicles and equipment, etc. shall be stored in a garage or shed. Only said items as are owned by lot owner may be stored for a period in excess of three (3) weeks per calendar year

12. **REFUSE DISPOSAL AND WEED CONTROL.** All trash, garbage and refuse shall be stored in covered metal or plastic inground receptacles or in the alternative, concealed by an enclosure or screening such that there can be no access thereto by animals and so that same cannot be spread by wind or other elements. After purchase, each individual lot owner shall maintain all weeds, brush and uncultivated vegetation in compliance with applicable Township regulations pertaining to residential lots. Each lot owner shall maintain a lawn with mowed and trimmed grass to the front, sides and back of the dwelling house. Areas left in a natural state and not planted with trees, shrubs, flowers or oriental grasses shall be kept mowed so that uncultivated vegetation does not exceed 18" in height.

13. **CONTINUING MAINTENANCE OF SEPTIC SYSTEM.** Each lot meets current requirements of the Pennsylvania Sewage Facilities Act, as amended, and same have been approved for on-site sewage systems by the Halfmoon Township Sewage Enforcement Officer. The lot owners shall each continue to comply with all appropriate regulations and maintain their respective systems in compliance therewith. The recorded Subdivision Plan above referenced includes designated locations on each lot for installation of septic system. These locations shall be strictly preserved for their intended purpose and for this further reason, the Site Plan provided for in paragraph 5 above shall further define the precise location reserved by any purchaser for a septic system. A qualified civil engineer shall be retained to certify the correct location of each septic system to be installed.

14. **NEGATIVE COVENANTS**, Certain uses, structures, activities and conditions are intended to be excluded or limited within the subdivision and they are as hereinafter described:

- a. No lot except Lot No. 1 may be further subdivided;
- b. No lot may be used for the sale of nor excavation of stone, soil or earth removed by an excavation machine without first obtaining written approval of **GEIST**;
- c. No lot may be used or maintained as a dumping or storage location for rubbish, garbage nor waste, nor may any lot be used as a site for burning, burial nor disposal of rubbish, garbage, nor waste.
- d. No lot may be used for any activity which produces offensive nor obnoxious sound, odor or light which cross the lot boundaries;
- e. No lot may be used for any activity which may be construed as a nuisance by a reasonable person;
- f. No signs shall be displayed on any lot excepting signs for designating the owner's address and identity, the customary sign of real estate for sale and such other signs as shall conform to the standards established by the **ASSOCIATION** and Halfmoon Township Ordinances from time to time;
- g. No blinking, flashing nor neon, spots or other lighting shall be maintained on any lot such that same disturbs a neighboring residence by shining through its windows;
- h. No above ground swimming pool shall be constructed on any lot;

i. No satellite earth receiving tower or dish nor other antenna may be placed on any lot which has a diameter greater than three feet nor a height greater than eight (8) feet unless a screening design and site plan is first approved by **GEIST**;

j. No animals or birds shall be maintained on any lot, excepting household pets, and all such pets shall be kept inside the main dwelling house from sunset to sunrise (except cats) and be confined or personally managed by the owner at all times. Any such pet running at large off the premises of its owner shall be deemed a nuisance. There shall be no chained animals, domestic animals or horses permitted on the premises unless by unanimous **ASSOCIATION** approval;

k. No lot may be used for the storage nor parking of motor vehicles, boats, trailers, recreational vehicles, campers, house cars, all types of trailers, trucks or tractors, whether same are in regular use or not, unless same are enclosed inside a garage or storage building properly approved. This restriction shall not apply to the vehicles of house guests, contractors actively engaged in construction on the lot, nor to temporary circumstances extending up to one week per month or three weeks per year;

l. No flue, chimney nor stove pipe shall be maintained on any lot without a properly functioning spark screen or spark arrester;

n. No lot, building or dwelling house shall be maintained in violation of any Halfmoon Township Ordinance, now existing or hereafter enacted. In this regard, all enforcement-provisions of these covenants may be exercised to enforce

said Ordinances by **GEIST** and **ASSOCIATION** and/or any lot owner, whether or not, Halfmoon Township brings enforcement action; and

o. No lot shall be permitted to be a source for erosion or sedimentation of any earth or other material across its boundary and reasonable precautions to prevent same shall be the obligation of each lot owner.

15. **ENFORCEMENT OF COVENANTS AND RESTRICTIONS.**

These covenants and restrictions shall include the definitions as are set forth by reference in the Halfmoon Township Agricultural Zoning Ordinance, as amended. Each lot owner, **GEIST**, and the **ASSOCIATION**, their respective heirs, successors, or assigns, or any of them, may enforce the provisions contained herein. Such enforcement may be by assessment, as above provided, or by any other legal or equitable remedy provided by law. In addition to all other remedies, the **ASSOCIATION** may authorize appropriate agents to enter upon the premises or lot as to which it deems a violation of any of these covenants and restrictions exist, and summarily abate or remove same at the expense of the owner thereof, or to otherwise correct any condition thereon which it deems contrary to the intent and meaning of the provisions hereof. Such entry shall not be deemed, in any manner, a trespass nor shall any action for damages against the **ASSOCIATION** or its agents be based thereon.

16. These covenants and restrictions shall be enforceable for a period of no less than 21 years from the date of their recordation on the public record.

