

**DECLARATION OF RESTRICTIONS AND COVENANTS**  
**FOR LOTS 1,2,3,4,5,6,27,28,29,30,31,32, and 33**  
**SUSQUEHANNA HIGHLANDS, PHASE 1**

**THIS DECLARATION OF RESTRICTIONS AND COVENANTS ("Declaration") is made this 13 day of April, 2015 with respect to LOTS 1, 2, 3, 4, 5, 6, 27, 28, 29, 30, 31, 32, and 33, Susquehanna Highlands Preliminary / Final Phase 1 Subdivision Plan, as prepared by Alpha Consulting Engineers, Inc. dated October 27, 2010, last revised November 4, 2013 and recorded in the Office of the Recorder of Deeds of Perry County, Pennsylvania, as Instrument No. 201309081 ("Lots"), by Watts Residential Associates, a Pennsylvania general partnership ("Declarant").**

1. Declarant desires to provide for the preservation of values and amenities with respect to the Lots created pursuant to the above referenced Final Subdivision Plan, and to that end Declarant is subjecting each of the Lots to the following restrictions and covenants. The restrictions and covenants set forth herein shall run with the land and may be amended, supplemented or repealed by the Declarant, either in whole or in part, so long as the Declarant owns any of the Lots.
2. Lots shall be only for residential purposes. No store, business or commercial enterprise shall be maintained or operated in any residence, with the exception that home occupations allowed pursuant to the Watts Township Zoning Ordinance, without variance, shall be permitted.
3. No modular or mobile home dwelling shall be constructed on any Lot. No tent, shack, barn, outbuilding, mobile home or trailer, either temporary or permanent in nature, shall be used as a residence at any time.

4. No dwelling shall be constructed on any Lot having less than 2,200 square feet of living area for a 2-story dwelling and 1,800 square feet for a 1 or 1-1/2 story dwelling. In addition, the dwelling must have a cost of at least \$140,000.00 exclusive of land value.
5. No construction, alteration, modification, placement, or relocation of any structures shall take place until complete architectural plans, sketches, elevations, and exterior color selections of such structure are submitted to and approved by the Declarant. The standards and purposes of such approval shall be to maintain the architectural, aesthetic, and quality standards for the development.
6. No buildings other than a single family detached dwelling solely for residential use, its auxiliary garage as provided in Paragraph 12 of this Declaration, or an accessory building as provided in Paragraph 13 of this Declaration shall be erected or maintained upon any of the Lots.
7. No building blocks shall be used in the exterior walls of any building above the finish grade unless faced or covered with brick, stone, wood, vinyl siding, or such other materials as shall have the prior approval of the Declarant.
8. No commercial, or non-passenger, or unlicensed, or non-operational, or recreational vehicle, truck, tractor, trailer, boat, camper, or tent shall be placed, stored or maintained on any of the Lots or streets, either temporarily or permanently unless stored entirely within a permanent enclosed structure, except such vehicles and equipment that as may be used in the active construction or reconstruction of any residential dwelling within the subdivision.
9. Above ground swimming pools shall not be erected or maintained on any Lot, either temporarily or permanently, provided, however, that portable pools less than 24" high shall be permitted, on a temporary basis.

10. No Lot shall be used for any illegal, offensive, or noxious purpose. No obnoxious, unsightly or offensive activity shall be conducted that harms or annoys owners or occupants of the Lots.
11. No billboards, signs, or other advertising or message structures shall be erected or maintained on any of the said Lots, except for: (a) community identification signs erected by the Declarant; (b) signs of any builder, developer, realtor or lenders displayed during the construction or sale of homes; and (c) temporary signs not exceeding nine (9) square feet, which shall be only for limited and legitimate purposes of the Lot Owners.
12. A garage to accommodate no more than four (4) automobiles may be erected or maintained on any of the said Lots as an integral or attached part of the dwelling house erected thereon.
13. One (1) accessory building may be erected or maintained on any of the said Lots. The accessory building shall not exceed eighteen (18) feet in height, and shall not contain an area greater than 800 square feet. The accessory building shall be located behind the rear wall of the dwelling house erected and maintained on said Lot and shall conform with applicable setbacks. The accessory building shall be constructed so as to aesthetically complement the dwelling house. There shall be no metal accessory buildings, the roof of the accessory building shall be shingled, and the exterior of the accessory building shall have vinyl siding, or brick, or stone to complement the dwelling house or be painted a color to complement the dwelling house. Prior approval of the Declarant shall be required as to design and placement of any accessory building. Landscaping beds shall be incorporated into the design and placement of the accessory building to soften the appearance and to shield the view of the foundation or substructure of the accessory building.
14. No fences extending more than six (6) feet in height shall be erected or maintained on any of the Lots. Chain link, barbed wire, and electrified fencing are not permitted.

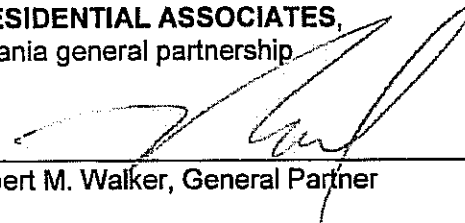
15. Outside water closets shall not be erected or maintained on any of the said Lots after construction has been completed on said Lot.
16. No animals, livestock, poultry, birds or reptiles of any kind shall be raised, bred, or kept in any building or on any lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided that the pets are not kept in an outdoor pen or kennel, and provided that not more than four (4) pets in the aggregate may be kept on any lot. The foregoing limitation on number of pets shall not apply to hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three months old.
17. No garbage, refuse, rubbish, lawn or shrubbery cuttings shall be deposited on any Lot, street, sidewalk, or storm water easement. Trash containers shall not be placed on any yard area, street, sidewalk, or parking area except temporarily when necessary for collection and otherwise shall be kept regularly in a location on the lot which is unobtrusive to view from any other Lot.
18. No television or radio aerials, antennas or satellite dishes shall be installed on any Lot or on the exterior of any dwelling or garage. The foregoing limitation for satellite dishes and antennas for television and internet signals shall not apply to dishes that have a diameter of 18" or less.
19. There shall be provided either in a private garage or on a paved driveway on the Lot, or in combination thereof, spaces for the parking of a minimum of four (4) automobiles. All driveways shall be paved with either asphalt or concrete and roadside swales shall be maintained at driveway crossings so as to not impede the flow of stormwater along the street.

20. All exterior surfaces must be properly maintained and kept in good repair by each homeowner in order to maintain the architectural, aesthetic and quality standards within the development.
21. Outdoor lighting and flood lighting shall be diffused or shielded in such a manner as not to create any hazardous conditions for passing vehicular traffic, nor a nuisance to persons residing in the area. Such lighting shall not exceed the height of the dwelling to which it is appurtenant, nor be directed toward neighboring dwellings, nor be of such intensity as to constitute an annoyance to other persons in the area.
22. Easements for the installation and maintenance of utilities and drainage facilities have been reserved and placed on record pursuant to the document entitled "Declaration of Protective Covenants for Post Construction Stormwater Management for Susquehanna Highlands Phase 1" dated August 25, 2014 and recorded August 28, 2014 in the Office of the Recorder of Deeds for Perry County, Pennsylvania as Instrument No. 201405445.
23. If any of the purchasers of Lots or their successors in title shall violate or attempt to violate any of the restrictions or conditions hereinbefore set forth, it shall be lawful for any person, persons, or entity owning any Lot or Lots of the aforesaid Plan to prosecute any proceeding at law or in equity against the person, persons, or entity violating, or attempting to violate, any such restrictions or conditions either to prevent him, her, or them from so doing, for an injunction requiring the cessation of any violation, to recover damages for such violation and for such other relief as may be appropriate.
24. The invalidation of any one of the foregoing restrictions or conditions by a court shall in no way affect any of the other provisions herein which shall be and remain in full force and effect.
25. The foregoing restrictions and conditions shall run with the tract of land plotted and laid out into the Lots by the plan known as "The Final Subdivision Plan for

Susquehanna Highlands, Phase 1", but to no other land of the party hereto unless hereafter expressly so declared by it. This Declaration may be amended, revoked or supplemented by the Declarant in whole or in part, so long as the Declarant owns any Lots. This right of Declarant to amend, supplement or revoke means that not all Lots may have the exact same covenants and restrictions. Also, the Declarant may by written document recorded in the Office of the Recorder of Deeds for Perry County assign its rights and delegate its duties under this Declaration to any successor so named in such document.

**IN WITNESS WHEREOF**, Declarant has caused this Declaration to be executed as of the day and year first above written.

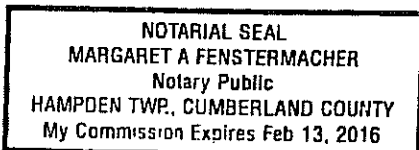
**WATTS RESIDENTIAL ASSOCIATES,**  
a Pennsylvania general partnership

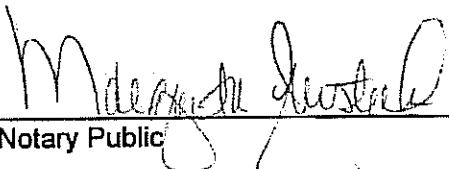
By:   
Robert M. Walker, General Partner

COMMONWEALTH OF PENNSYLVANIA        )  
  )     ss:  
COUNTY OF CUMBERLAND                    )

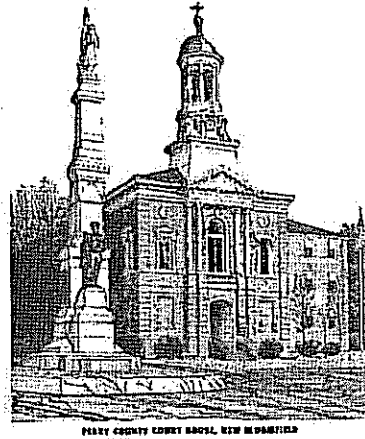
On this, the 13<sup>th</sup> day of April, 2013, before me, a notary public, the undersigned officer, personally appeared ROBERT M. WALKER, who acknowledged himself to be a general partner of WATTS RESIDENTIAL ASSOCIATES, a Pennsylvania general partnership, and that he as such general partner, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the partnership by himself as a general partner.

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



  
Notary Public

WENDY M. WELFLEY  
PERRY COUNTY RECORDER OF DEEDS  
2 East Main Street  
New Bloomfield, Pennsylvania 17068  
(717) 582-2131



Recorded On 4/16/2015 At 10:04:38 AM  
\* Instrument Type - RESTRICTION  
Invoice Number - 130414  
\* Mortgagor - WATTS RESIDENTIAL ASSOCIATES  
  
\* Customer - ROBERT M WALKER LLC

\* FEES

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$35.50
RECORDING FEES -	\$17.00
RECORDER OF DEEDS	
COUNTY ARCHIVES FEE	\$2.00
RECORDER'S ARCHIVES FEE	\$0.50
- TO COUNTY	
RECORDER IMPROVEMENT	\$2.50
FUND - TO OFFICE	
TOTAL PAID	\$58.00

\* Total Pages - 7

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

\* RETURN DOCUMENT TO:  
ROBERT M WALKER LLC  
3810 MARKET STREET  
CAMP HILL, PA 17011

I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office  
of Perry County, Pennsylvania.

*Wendy M. Welfley*  
P.O. Box 223  
New Bloomfield, PA 17068



\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.

Instrument Number: 201502330

