

DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS REGARDING OWNERSHIP AND USAGE OF LOTS IN THE PLAN OF LOTS OF THE DEVELOPMENT KNOWN AS DEERFIELD SUBDIVISION

THIS DECLARATION made and executed this 27th day of January, 2009, by Donald B. Houtz, sole member of Freedom Property Holdings, LLC, (hereinafter referred to as the "Declarant").

WHEREAS, Declarant is the owner of certain property located in the Township of Freedom, Blair County, Pennsylvania known and numbered as Lot Numbers 1 through 62 of the Deerfield Subdivision, more particularly bounded and described in the Blair County Record of Deeds Plot Book Volume 48, page 98 recorded January 27, 2009.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner there of.

1. Nothing but one single family private dwelling or residence designed for occupancy by one family or a duplex designed for occupancy by not more that two (2) families shall be erected on any lot in said Deerfield Subdivision, nor shall said premises be used for any purposes other than residential purposes, except that one two car garage for the sole use of the owners or occupants of said lot my be erected on said lot; provided, however, that nothing herein contained shall be constructed to prevent the use of one building site on two or more lots, or the use as a building site of portions of two or more lots.
2. No single family or duplex dwelling erected on any lot shall contain more that two-and-one-half (2 ½) floors and the total height of said dwelling shall not exceed thirty-five feet (35') to be measured from the top of the basement level of said dwelling and said basement level is to be that level which is wholly or substantially below ground.
3. The minimum are of living space of any single family dwelling, except a one-and-one-half (1 ½) story family dwelling, and exclusive of porches, and garages shall consist of not less that 750 square feet of living space. ~~The ground floors are of any duplex of two or more floors shall contain a minimum of five hundred (500) square feet, exclusive of porches and garages and excluding basements.~~ The minimum area of living space for each living quarters (area to be occupied by one family) in any duplex, exclusive of porches, garages and basements shall not be less than seven hundred and fifty (750) square feet.
4. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, or natural calamities.

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 BLAIR COUNTY
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5. No building, pool, facility or structure or any addition thereto, or any part or projection thereof shall be erected on a lot beyond the building restriction line of said lot as indicated on the Plan of Lots. No vehicles, vans, boats or recreational vehicles shall be parked beyond the set back lines.
6. No excavation of stone, grave, or earth shall be made upon any lot except for basement, cellars, retaining walls, landscaping and driveways.
7. Within one (1) month after completion of a dwelling on a lot, debris and waste material remaining on the ground shall be picked up and disposed of. Within one (1) year after the completion of a dwelling on a lot, said lot shall be landscaped, including seeding of bare earth, in a workmanlike manner.
8. Each lot owner shall construct and maintain suitable and adequate parking space on his lot for parking of his vehicles and parking of vehicles of his guests so that said vehicles when parked shall not obstruct or interfere with vehicular travel on any of the roadways.
9. No trailer, shed, or other temporary or movable building or facility shall be erected or maintained on any lot except as may be reasonable necessary for a short period of time for use in aiding the erection of a dwelling on said lot, and in no event shall said trailer, shed or other temporary movable building or facility be maintained on a lot after completion of said dwelling.
10. No trailer, basement of a partially completed dwelling, tent, garage, barn, shed, structure or facility erected or maintained on any lot shall at any time be used as a residence.
11. No lot shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other waste of a type be allowed to accumulate on said lot. Said rubbish, garbage, or other waste shall be kept in sanitary containers, and all such containers or incinerators or other equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition and located in as inconspicuous a place as possible, away from public view.
12. No fowl, swine, cattle, sheep, goats, horses, or other domestic or wild animals shall be kept or maintained on any lot. This restriction shall not apply to dogs, cats or other small domestic animals that are of a quiet and inoffensive nature.
13. No obnoxious or offensive use shall be made of any lot, nor shall any offensive trade or activity be carried on upon any lot, nor shall any activity of any nature whatsoever be conducted on a lot which may constitute nuisance.
14. No trade, business, commercial or industrial activity, or any part thereof, may be carried on in any residence or structure or upon the lot and no supplies or equipment for any such trade, business, commercial or industrial activity may be placed or stored either temporarily or permanently on said lot; provided, however that the Freedom Property Holdings, LLC Company, their heirs, successors and assigns as developers of the track or adjacent tracks shall have the right to store equipment and material until such time as projects are complete.

15. There is reserved certain perpetual, alienable and releasable easements over, upon, across and under each lot for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, or other public convenience or utilities.
16. Lines or appliances of any type designed for the purpose of drying laundry shall be erected and maintained in as inconspicuous a place as possible.
17. Before any dwelling on any lot is occupied, the owner thereof shall, at the owners' expense, secure permits and connect to the municipal sewer service lines of said lot, subject to Rules and Regulations of Freedom Township and the Freedom Township Water and Sewer Authority.
18. No Mobile Homes or double wide Mobile Homes shall be erected or maintained on any lot.
19. No sign of any kind shall be displayed to the public view, other than a "For Sale" sign when a lot or lots are being advertised for sale.
20. No lot shall be subdivided or its boundary lines changes except to create one building site of two or more lots or the use as building site of portions of two or more lots, in which case, easements may be changed where they are no longer necessary, and building restriction lines can be changed, so long as the minimum building restrictions are provided for the new lot.
21. Before any dwelling or structure is constructed, the own thereof shall, at the owners expense, secure a building permit from Freedom Township.
22. No antenna of any kind on a lot shall be displayed to public view.
23. No above ground swimming pools shall be erected or maintained on any lot. All in ground pools shall be enclosed by a fence minimum height of four (4) feet.
24. In order to maintain the architectural and aesthetic integrity of the Deerfield Subdivision, no structure of any kind shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of any structure shall be approved in writing by Freedom Property Holdings, LLC, or its assignee. Said construction plans and specifications must be approved or disapproved within thirty (30) days from the date of submission of same for consideration. In the event that a written disapproval is not received within said thirty (30) day period, said construction plans and specifications shall be deemed to have been approved.
25. No private dwelling, residence or duplex shall have less than a 4-12 pitch roof.
26. No unlicensed or uninspected motor vehicles shall be kept on any lot.

27. No fences or hedgerows over forty (40) inches in height shall be constructed, grown or maintained from the front setback line of the private dwelling, residence or duplex, to the street.
28. This property is subject to Freedom Township stormwater management regulations that specifically include the requirement of a rain garden or infiltration trench. The details and specifications for a rain garden or infiltration trench are set forth in Plan Book 6, Page 20, which are incorporated herein by reference.
29. The provisions herein contained shall run with the land and shall inure to the benefit of and be enforceable by the Declarant, their legal representatives, heirs, and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended or terminated during any such ten (10) year period of extension by an instrument signed by not less than seventy-five (75) percent of the then owners of said lots. Any such amendment or termination must be recorded with the Recorder of Deeds of Blair County.
30. Violation of any restrictions or conditions or breach of any covenant herein contained shall give the Declarant, in addition to all other remedies, the right to enter upon the property or as to which such violation breach consists and summarily to abate and remove at the expense of the owner thereof any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; the Declarant shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal nor be liable for any damages occasioned thereby.
31. Since it is impossible to measure in money the damages which will accrue by reason of a violation of any of the provisions of this Declaration, if the Declarant shall institute any action or proceedings to enforce any provisions contained in the Declaration, any person against whom such actions or proceedings is brought shall be deemed to waive the claim or defense therein that the Declarant have an adequate remedy at law, and such person shall not urge in any action or proceeding the claim or defense that such remedy at law exists. This remedy of specific performance shall be in this Declaration.
32. Failure by the Declarant, however long continued, to object to any violation, or to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed to waiver off the right to do so thereafter as to the same breach or to one occurring prior or subsequent thereto.
33. If one or more of the restrictions, covenants and condition contained herein shall be invalid or unlawful, it shall not affect the validity or enforceability of the remaining restrictions, covenants or conditions.

IN WITNESS WHEREOF, the undersigned, being the sole member of Declarant herein, set his hand and seal on the day and year first above written.

FREEDOM PROPERTY HOLDINGS, LLC

Witness:

[Handwritten signature]

By: *[Handwritten signature]*
Donald B. Houtz, Sole Member

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BLAIR :

On this 27 day of January, 2009, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared DONALD B. HOUTZ, who acknowledged himself to be the sole Member of FREEDOM PROPERTY HOLDINGS, LLC, a limited liability company, and that he as such Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Member.

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



[Handwritten signature]
Notary Public

My commission expires:

I hereby certify that the precise address of the Declarant herein is:

25 TLD Circle, Port Matilda, PA 16870

[Handwritten signature]
Attorney for Grantee

THIS INSTRUMENT WAS PREPARED BY
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