

Prepared by: Christianson Meyer
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Lebanon, Pa. 17042
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411 Chestnut Street
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Parcel ID No. _____

DECLARATION OF COVENANTS AND EASEMENTS

THIS DECLARATION, made and executed this _____ day of _____, 2020, by Keener Heights Homeowners Association, LLC, with its principal offices in Lebanon County, Pennsylvania, hereinafter referred to as "DECLARANT."

WITNESSETH

WHEREAS, Declarant is the owner of certain real property more particularly described in the attached Exhibit "A" known as Keener Heights Homeowners Association, LLC; and

WHEREAS, Declarant desires to create thereon a residential community to be known as "Keener Heights Homeowners Association, LLC" with permanent common areas for the use and enjoyment of the residents of the said Keener Heights Homeowners Association, LLC; and

WHEREAS, Declarant reserves the right to bring an additional area of land and common areas within said Keener Heights Homeowners Association as defined in Article II.

WHEREAS, Declarant desires to insure the attractiveness of the homes within Keener Heights Homeowners Association, LLC to prevent nuisances, to preserve, protect and enhance the values and amenities of the said Keener Heights Homeowners Association, LLC and to provide for the maintenance of the common areas therein; and to accomplish these purposes, desires to subject the real property described in Exhibit "A" and attached hereto, together with such additions as may hereafter be made thereto, to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation, protection and enhancement of the values and amenities of Keener Heights Homeowners Association, LLC to create an organization to which shall be delegated and assigned the powers of owning, maintaining and administering the common areas and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Declarant shall incorporate under the laws of the Commonwealth of Pennsylvania, as a non-profit corporation "Keener Heights Homeowners Association, LLC" for the purpose of exercising the powers and functions aforesaid within Keener Heights Homeowners Association, LLC.

AND NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" attached hereto and such additions thereto as may hereinafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, easements, charges and liens hereinafter set forth.

ARTICLE I - DEFINITIONS

Section 1. "Association" shall mean and refer to "Keener Heights Homeowners Association, LLC" its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner whether one or more persons or entities of a fee simple title to any lot which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Keener Heights Homeowners Association, LLC" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common areas" shall mean all real property owned by the association for the common use and enjoyment of the owners. The common area to be owned by the association shall be conveyed to the Homeowners' Association at the time that the last lot is sold in each designated phase of development.

Section 5. "Lot" shall mean and refer to any plot of land shown as a lot upon any recorded subdivision plat of Keener Heights Homeowners Association, LLC but shall not include the common areas.

Section 6. "Declarant" shall mean and refer to Keener Heights Homeowners Association, LLC its successors and such of its assigns as shall acquire more than one (1) undeveloped lot (or any portion of Keener Heights Homeowners Association, LLC which has not been subdivided into lots) from the Declarant for the purpose of development, provided, however, that an assignee of the Declarant shall be deemed a Declarant only with respect to that portion of Keener Heights Homeowners Association, LLC conveyed to such assignee by a deed of conveyance which specifically grants the assignee the rights of a declarant and sets forth the number of Class "B" votes, as hereinafter set forth which said assignee may be entitled to exercise.

ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. A portion of the real property which is and shall be held, transferred, sold, conveyed and occupied subject to this declaration, more particularly described in the attached Exhibit A attached hereto.

Section 2. Additional property. Declarant reserves the right to add additional lots to Keener Heights Homeowners Association LLC by filing an Addendum to this document and attaching descriptions of the additional lots, which shall become subject to the Keener Heights Homeowners Association, LLC Covenants as contained herein.

ARTICLE III - PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of use and enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to every lot subject to the following:

a. The right of the Association to dedicate or transfer all or any part of the common area to any public agency or authority for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument signed by 2/3 of each class of the members agreeing to such dedication or transfer is recorded. The effect of such declaration or transfer shall be to terminate the provisions of and rights and obligations of, all parties bound by this declaration with respect to such dedicated or transferred area;

b. The right of the Association to take such steps as may be necessary to maintain and preserve the common areas;

c. The right of the Association to charge reasonable admission and other fees for the maintenance of the common areas;

d. The right of the Declarant and of the Association to grant and reserve easements and rights of way through, under, over and across the common areas with or without limitation as to the location thereof within the common areas for the purpose of installing, maintaining, repairing, replacing and inspecting all lines and appurtenances for public or private water, sewer, drainage and fuel oil and other utilities with the right of the grantees of such easements to have full access over and across all portions of the common areas consistent with the full exercise and enjoyment of such easements and rights of way.

ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a lot which is subject to an assessment shall be a member of the Association with the initial assessment being \$150.00 per year. Membership shall be appurtenant to and may not be separated from any lot which is subject to assessment.

Section 2. Voting Rights and Classes. The Association shall have one (1) class of voting membership.

CLASS A. Class A members shall be all owners and shall be entitled to one vote for each lot owner. When more than one person is the owner of one lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one Class A membership vote be cast with respect to any lot.

ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant for each lot owned by it upon which a completed private dwelling is erected hereby covenants and each subsequent owner of any lot, (other than an owner deemed a Declarant for such lot) whether or no it shall be so expressed in the deed of such lot, is deemed to covenant and agree to pay the association: (1) the annual assessment or changes, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the lot, (including all improvements thereon) against which each such assessment is made. For such assessment together with interest, costs and reasonable attorney fees shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. A personal obligation for such delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the association shall be used exclusively to maintain and preserve the common areas, for the restoration, improvements, maintenance and insurance of the common areas, and all services and facilities relating to the use and enjoyment thereof, and the payment of taxes on the common areas only to the extent, however, that such taxes are assessed against the Association as the owner of record of the common areas. Any portion of the common areas, included within the tax assessment of a particular lot by the appropriate taxing authorities shall be the responsibility of the owner of such lot and shall in no event be the responsibility of the Association.

Section 3. Maximum Annual Assessment. The initial assessment for the year 2020 shall be \$300.00 per year and may be increased each year by the action of the board of Directors, without a vote of the membership, in an amount not more than 6% above the maximum assessment for the previous year.

The maximum annual assessment referred to in the above paragraph may be increased above the 6% provided such additional increase is approved by a vote of 2/3 of each class of members at a meeting duly called for such purpose.

Section 4. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis, or at such other times as the Board of Directors of the association may from time to time adopt.

Section 5. Date of Assessment of Annual Assessments; due dated. Subject to the provisions of Article 5, Section 1, the annual assessments provided for herein shall commence as to all lots on the first day of the month following a conveyance of the common area to the association. The first annual assessment to which a lot shall be subject shall be adjusted according to the number of months remaining in the calendar year, including the month in which said lot became subject to the obligation to pay assessments. The Board of Directors shall fix the amount of annual assessment against each lot at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every owner subject to assessment.

Section 6. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12% per annum. The Association may bring an action at law against the owner personally obligated to pay the sum, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

ARTICLE VI – PROTECTIVE COVENANTS

Section 1. Protective Covenants. Without intending to limit the generality of the foregoing provisions of Section 1, the following restrictions are imposed as a common scheme upon all lots:

a. No tanks or storage of gas or liquids may be maintained on any lot unless hidden from external view of any other lot;

b. No animals, livestock or poultry shall be raised, bred, or kept in any dwelling or on any lot except dogs, cats, or other domesticated household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose and provided that not more than two (2) pets in the aggregate may be kept in any lot.

c. No garbage, refuse, rubbish or cuttings shall be deposited on any lot, street, sidewalk, parking area unless placed in a closed metal receptacle container provided by the lot owner. Containers provided by the lot owner shall not be placed on any street, sidewalk, parking area or common area, except when necessary for collection and shall be regularly kept in a location on the lot which is unobtrusive to view of any other portion of the land of Keener Heights Homeowners Association, LLC

d. No commercial or non-passenger vehicle of any type, other than small business van-type vehicles, and no unlicensed motor vehicle of any type shall be permitted to remain overnight on the property of the lot owner within Keener Heights Homeowners Association, LLC unless garaged other than as may be used by the developer in conjunction with building operations.

e. No boats of any type shall be permitted on the property of a lot owner of Keener Heights Homeowners Association, LLC for more than fourteen (14)

days unless garaged or screened in a manner acceptable to the architectural control committee of the Association.

f. No outside radio or television antenna shall be erected on the property of the dwelling unit within Keener Heights Homeowners Association, LLC, unless and until permission for the same has first been granted by the architectural control committee of the Association.

g. No drying or airing of any clothes or bedding shall be permitted outdoors within the area of the property of a lot owner within Aspens, Inc; enclosed hanging devices, such as lines, reels, poles, frames, etc. shall not be erected.

h. No noxious, unsightly or offensive activity including vehicle repairs, shall be conducted on the property of a lot owner or on the streets, nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to residents of Keener Heights Homeowners Association, LLC

i. No sign of any kind shall be displayed to the public view on any lot or improvements thereon except a one-family name sign of not more than 144 square inches or one temporary sign of not more than 2 square feet advertising the property for sale or for rent. No such signs shall be illuminated.

ARTICLE VII -GENERAL PROVISIONS

Section 1. Nothing herein shall be construed to prohibit the Association from adopting from time to time other rules and regulations for the purpose of carrying out the intent of this Declaration and such rules and regulations when adopted at a properly constituted meeting of the Association shall be binding upon the membership.

Section 2. Enforcement. The Association, or any owners, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Any monies received by any owners from any other owner or former owner on account of assessments levied by the Association, less all reasonable enforcement costs shall be paid by such enforcing owner to the Association. Failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no way be deemed a waiver of the right to do so thereafter.

Section 3. Severability. In validation of any one of these covenants or restrictions by judgment of Court Order shall in no way effect any other provisions which shall remain in full force and effect.

ARTICLE VIII - AMENDMENTS

Section 1. Declarant reserves the right to amend, in whole or in part, the Declarations, Covenants and Easements, at any time prior to the sale of the first lot in Phase I.

Attest:

KEENER HEIGHTS HOMEOWNERS
ASSOCIATION, LLC

By: Jack L. Keener, Manager