

DECLARATION OF COVENANTS AND RESTRICTIONS OF

FoxGate

FOX TOWNSHIP, SULLIVAN COUNTY, PENNSYLVANIA

WHEREAS, Robert and Ann Henderson (hereinafter "Developer") are the owners of a certain tract of land in Fox Township, Sullivan County, Pennsylvania, for which a subdivision known as FoxGate will be recorded.

NOW, THEREFORE, Developer does hereby adopt the following covenants and restrictions which shall apply to each parcel in the recorded plat plans except the residual parcel and shall run with the land and shall be binding on all parties having or acquiring any interest in the land.

1. **STRUCTURES.** Building permits are the responsibility of the parcel owner. All structures erected on any parcel shall have a quality exterior finish. Tar paper or tarred shingles are not allowed as exterior siding. The exterior color of the structure is limited to earth tone colors. Any constructed structure used for recreational living shall have a minimum of 750 square feet of interior floor area. All structures erected on any parcel shall be promptly and expeditiously completed as to their exteriors within twelve (12) months after construction is commenced.

2. **PERMITTED USE.** Parcels are intended for residential, seasonal, recreational, and hunting use. No business or commercial venture of any kind will be permitted on any parcels within the subdivision, except for parcels owned by Grantors and except for the rental of the parcel owner's facilities for single family seasonal, recreational or hunting use.

3. **MOBILE HOMES, TRAILERS AND TENTS.** Mobile homes are not permitted on a parcel. Trailers and tents are permitted, but limited to camping and travel trailers and tents only. These are recognized for temporary recreational use and, where applicable, must remain licensed and inspected and shall not be kept on any parcel for a continuous period in excess of 180 days.

4. **SETBACKS AND SIDE YARDS.** Any building erected on any parcel shall be set back no less than fifty (50) feet from the abutting line of any public road or private right-of-way and not less than thirty-five (35) feet from any other exterior parcel line.

5. **UTILITIES EASEMENTS.** All parcels within the subdivision are subject to easements for installation of utilities. Easements for installation and maintenance of utilities and drainage facilities are reserved. The easement area of each parcel and all

improvements in it shall be maintained continuously by the owner of the parcel, except for those improvements for which a public authority or utility company is responsible.

6. **SIGNS AND MAILBOXES.** Signs are permitted but are limited to one per parcel indicating the name of owner or camp name and one indicating the emergency identification number. Mailboxes and paper tubes are not permitted in the subdivision.

7. **EXTERIOR APPEARANCE.** Each parcel and all improvements thereon shall be maintained by the owner so as to present a neat and attractive appearance at all times. No unregistered motor vehicles, vehicles without a current inspection, junk or debris shall be stored on the premises. Should any improvements on the premises be damaged by casualty, or become unsightly through wear and tear, the same shall be promptly razed, or restored to a neat exterior appearance. At no time shall any parcel be stripped of its top soil, except to the extent necessary for permitted construction, nor be stripped of its trees, or allowed to go to waste, or be neglected, excavated, or have refuse or trash thrown, placed or dumped upon it, and Developer, their heirs and assigns, and their machinery shall have the right to enter upon any parcel for the purpose of removing trash, mowing, cutting, clearing or pruning the parcel.

8. **ACCESS AND EGRESS.** Property owners will not permit their parcels to be used by other parties, except guests using their property, to have access to or from property in this subdivision to other premises not subject to these restrictions.

9. **WATER RUNOFF AND EROSION CONTROL.** No parcel owner shall build or re-grade so as to interfere with the natural drainage of surface water, if any, without installing suitable drainage facilities, adequate to handle seasonal water run-off, and so designated as to discharge water from the parcel in the same area and direction as would have naturally occurred before such improvement. Driveways shall be located so as not to damage drainage systems in place. All driveways must be constructed so as not to discharge water into road system and must include a minimum 12" diameter pipe at the roadway ditch. Each parcel owner shall be responsible for the proper discharge of stormwater runoff from their land, and must discharge stormwater runoff in a manner that will not cause surface or subsurface damage to other lots; and no structure shall be constructed in any depression, water course, channel, or easement; and no activity shall occur that may adversely disturb any depression, water course or channel.

10. **WATER AND SANITARY FACILITIES.** All sanitary facilities and private water supplies shall conform to all applicable federal and state laws and local ordinances. All parcels are perced and must have a system installed and approved by the Fox Township Sewage Enforcement Officer before occupancy of any structure is allowed. Design, construction and maintenance of water and sanitary facilities shall be the responsibility of the parcel owner.

11. **PROPERTY OWNERS ASSOCIATION.** Each parcel owner shall be a member of the property owners association for the subdivision and shall be governed by its by-laws.

12. **ROADS.** Each parcel is subject to any right-of-way shown upon the plat plans. The property owner's association shall be responsible for all road maintenance. The access to the subdivision is Cold Spring Road and a private right-of-way.

13. **MOTORIZED VEHICLES.** The use of any motorcycle, all-terrain vehicle or motor vehicle without proper noise abatement equipment is prohibited.

14. **FUTURE SUBDIVISION.** No future subdivision of parcels within the FoxGate subdivision is allowed except by the Developer.

15. **TERM.** These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Covenants are recorded, after which time said Covenants shall automatically be extended for successive periods of ten (10) years unless an instrument as hereinafter provided has been recorded for the purpose of amending said Covenants and Restrictions in whole or in part. The Covenants and Restrictions may be amended during the first twenty (20) year period by an instrument signed by not less than all of the parcel owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the parcel owners.

16. **ENFORCEMENT.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages. These Covenants and Restrictions may be enforced by any party intended to be benefited by these Covenants and Restrictions.

17. **PARTIES BENEFITTED.** It is the intent and purpose of these Covenants and Restrictions to establish a uniform and permanent standard for the improvement and development of parcels within the FoxGate subdivision and that the foregoing apply to and control the enjoyment and usage of any portion of the said subdivision. These Covenants and Restrictions are specifically intended to benefit the Developer, the property owners' association, and all owners of parcels within the subdivision.

18. **INVALID PROVISIONS.** Each and every provision contained herein shall be considered to be independent and separate and in the event that any one or more shall be for any reason be held to be invalid and unenforceable, all the remainder thereof shall remain in full force and effect.