

GRAY'S WOODS  
DECLARATION OF RESTRICTIVE COVENANTS  
GRAYSDALE PHASE IIB SUBDIVISION,  
PATTON TOWNSHIP, CENTRE COUNTY, PENNSYLVANIA

This Declaration is executed this 15th day of October 1998, by:

DANIEL R. HAWBAKER, GLENN O. HAWBAKER, SR. and RALPH T.HEIMER

Partners, t/d/b/a GRAY'S WOODS, a Pennsylvania general partnership, of State College, Centre County, Pennsylvania, hereinafter called "Developer."

Each conveyance of lots in the Development known as Graysdale Phase IIB Subdivision, Lots 1 through 45, inclusive, in Patton Township, Centre County, Pennsylvania, is made TINDER AND SUBJECT to the following easements, restrictions, covenants and conditions, which shall be construed as covenants running with the land; and each Grantee of each lot, by acceptance of a deed, agrees on behalf of Grantee, Grantee's heirs, successors and assigns, that each Grantee and each Grantee's heirs, successors and assigns will be bound hereby; PROVIDED HOWEVER, that Gray's Woods, its successors and assigns, (Developer), hereby reserves the right to impose or not impose any or all of the following restrictions on some or all of the lots hereafter sold by Developer, its successors or assigns, and Developer, its successors or assigns, further reserve the right and privilege to redesign or replot the plan of Graysdale Phase II at any time hereafter as to any unused or unsold portion and to change, relocate or delete any roads or streets as Developer, its successors or assigns, may desire, so long as each lot sold by Developer is provided with a vehicular and pedestrian right-of-way acceptable to Patton Township, Centre County, Pennsylvania.

1. LOT USAGE: Each lot shall be used for residential purposes only and no building shall be erected, altered or permitted on any lot other than a one-family residence and a private garage for not more than three (3) cars, and no garage shall be used for residential purposes.

None of the subject lots may be further replotted into two (2) or more lots. However, lots may be replotted so as to increase the size or original lots shown on the recorded plot plan.

2. BUILDING SETBACK: All buildings shall be erected on the lots in conformance with the setbacks as shown on the recorded plot plan.

3. SITE AND BUILDING PLANS: No building, sign, fence, wall or other structure shall be commenced, erected, altered, maintained or placed upon the premises; nor shall there be any landscaping or grading or tree removal, until a complete set of site plans and specifications for the same shall have been furnished to Gray's Woods, its successors or assigns, and such plans have been approved by Gray's Woods, its successors or assigns, in writing. Each Grantee further agrees that no changes shall be made in said plans and specifications without the written consent of Gray's Woods, its successors or assigns, nor shall any future replacement(s) or addition(s) be made to building improvements placed on any lot without securing further written approval of the plans for said replacements or additions from Gray's Woods, its successors or assigns.

4. SITE PLAN REQUIREMENTS

The following information shall be presented at a scale of 1" = 20' and neatly lettered and drafted:

- (a) Lot number, subdivision name, and abutting lot numbers.
- (b) Cartways and names of abutting streets.
- (c) Lot boundary bearings and distances, and property corners.
- (d) Building setback lines per the subdivision record plan.
- (e) Easements.
- (f) Utilities above and below ground and all appurtenances such as valves, clean outs, etc.
- (g) Existing topography at two foot (2') even contours with existing spot elevations on flat grades if needed to define drainage patterns.
- (h) Proposed topography at two foot (2') even contours.
- (i) Accurate depiction of the first floor house plan, showing door and window openings, and indicating garage, porch, deck, gazebo, pool or other separate use area or structure.
- (j) Proposed limits of paved areas and labeling of use.
- (k) Outdoor lighting not attached to the dwelling facades.
- (l) Drainage design direction arrow in swales or tightly graded areas, including as well high point drainage divide locations and elevations.

- (m) North arrow.
- (n) Date of plan, and date of any and all revisions made to the plan after the original date of submission.
- (o) Proposed grading spot elevations necessary to define and construct accurately proposed land forms.
- (p) Landscaping materials to be planted with location and name indicated. Edge of mulched beds shall be indicated.
- (q) Name and address of person or firm preparing the site plan.
- (r) Finished floor elevations of the dwelling, porch, patio, garage or other separate use areas.
- (s) Spot elevations shall indicate top and bottom of embankments, swales and micrograding. Water shall drain away from the dwelling on all sides for a minimum distance often feet (10'). Grass swales at a minimum two percent (2%) slope shall drain water from around the house. Unless clearly impractical without drastic or unattractive grading, drainage swales shall not direct water onto an adjacent lot but shall direct it to the street or recorded subdivision drainage easement.
- (t) Underground roof drain sump locations shall be shown or noted. All sumps shall have a minimum four inch (4") overflow pipe to daylight.
- (u) All driveways and parking shall be a minimum of two feet (2') from side or rear lot lines or a greater distance if required by Patton Township.
- (v) Square footage of finished living space.

5. PLAN APPROVAL: All plans shall be submitted in duplicate, and one copy may be kept by Developers. After receipt of the plans, specifications and proposals, Gray's Woods, its successors or assigns, shall approve or disapprove the same within fifteen (15) days. Developer may approve in part, disapprove in part, or otherwise qualify and may take into consideration aesthetic or other considerations or reasons the Developer shall deem suitable. Neither Gray's Woods, nor its successors or assigns, shall be liable in damages to anyone submitting any plans or requests for approval, or to any Grantee or person affected by these Covenants by reason of mistake in judgment negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such specifications, plans or requests. Every Grantee or person who submits any specifications, plans or request to Gray's Woods, its successors or assigns, for approval agrees, by submission thereof and every Grantee or person agrees by acquiring title to the subject premises, that he, she, it or they will not bring any claim, action or suit to recover any such damages. Any costs of site plan inspections or house approval if any are to be borne by the lot owner. Plans may be submitted to the engineer for Gray's Woods, its successors or assigns, for proper evaluation and these costs must be paid by the lot owner before

approval may be given.

Gray's Woods, its successors or assigns, shall have the express power and the right to enjoin the construction of any structure or other improvement and the removal of any trees and to compel the removal of any structure or improvement on any lot where approval for the said construction, tree removal or other improvement shall not have been obtained in strict compliance with the provisions of Paragraph 1 and 2 hereof, and to take such other remedies as are available to Gray's Woods, its successors or assigns, in law or equity.

6. SQUARE FOOTAGE OF DWELLING: Each residence must provide 1,600 square feet minimum of living space exclusive of garage, carport, porches, decks and basements.

7. TRASH: There shall be no refuse dumping and no refuse burning on any lot. Trash must not be allowed to blow onto other lots. All trash, garbage and refuse shall be stored in covered metal or plastic underground receptacles or otherwise concealed from view by enclosure or screening approved by Gray's Woods, its successors or assigns.

8. TEMPORARY BUILDINGS AND ENCLOSURES: No trailer, basement, tent, shack, garage, barn or any building or enclosure of a temporary nature shall be used or permitted to be used upon any lot for dwelling purposes.

9. DRIVEWAYS AND PARKING: Each residence must provide for off-the-street parking of vehicles with a paved driveway. Any recreational vehicles, campers, trailers, motor homes or similar vehicles owned by a Lot Owner or stored on the property for more than two (2) consecutive weeks must be kept in an enclosed structure or in a place on the lot where it cannot be viewed from the road or from another lot.

10. GUTTERS AND DOWNSPOUTS: Each building shall be provided with gutters and downspouts, and all roof water shall drain to underground sumps. Where the residence is of contemporary design, gutters and downspouting may be omitted so long as the roof overhang is provided with a crushed stone sump of at least two (2) feet in depth, and one (1) foot in width, which shall run the entire length of the overhang.

11. PARKWAY AREA AND MAILBOX: The parkway area between the curb line of any street abutting on any lot and the adjacent lot line of any Grantee shall be planted and kept in grass comparable with the grass lawn on the lot and no plantings shall be made or any mailbox or other structure erected on said parkway area without written permission having first been secured from Gray's Woods; said permission shall not be granted for a mailbox as long as community mailbox facilities are available for the aforesaid subdivision.

12. ANTENNAS AND SATELLITE DISHES: No antenna or satellite dish of any kind may be fastened to the chimney or any other part of a building on any lots, nor may any freestanding antenna or satellite dish be placed on any lot, without first securing written permission from Gray's Woods, its successors or assigns.

13. ANIMALS AND PETS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots, except that dogs, cats or other usual household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No pig pen, poultry house, horse stable, manure pit, junk yard or other offensive enclosure shall be kept or maintained upon any lot.

14. POST LIGHT: At the time that building improvements are erected on any lot and before occupancy thereof, each Grantee shall provide, at Grantee's expense, a post light, the design of which shall be subject to approval by Developer. This light is to be kept and maintained at all times.

15. LANDSCAPING: Landscaping of the premises must be professionally done by lot owner in accordance with plans submitted to and approved in writing by Gray's Woods, its successors or assigns.

Lot Nos. 1 through 13, inclusive, are under and subject to a 75-foot buffer requirement as shown on final subdivision plan entitled "Graysdale Phase IIB Final Subdivision Plan." Within the buffer zone area vegetation, including, but not limited to, trees, shrubs or other native vegetation, may not be removed or otherwise disturbed. Grass cutting or mowing within the 75-foot buffer shall be permitted. No structures, including fences, may be built within the buffer area.

16. SIDEWALKS: Patton Township requires the installation of sidewalks on all properties located in the within subdivision. Each property owner shall be responsible to complete sidewalk construction within one (1) year of occupancy or one (1) year of transfer of title to owner, whichever shall first occur. All lot owners shall comply with Patton Township specifications for sidewalk construction and shall be responsible to construct all sidewalks in conformance with sidewalk profiles to be provided by Gray's Woods, its successors or assigns. All lot owners shall be responsible for the expense of sidewalk construction.

17. BUILDING COMPLETION: The building and landscaping of any dwelling or garage must be completed within one (1) year from the start thereof, or else there shall be assessed by Gray's Woods, its successors or assigns, against the record lot owner or owners, liquidated damages in the amount of Five (\$5.00) Dollars per day for that time beyond the foregoing one (1) year period during which such construction or landscaping is incomplete.

18. TOPSOIL AND TREE REMOVAL: Except to the extent necessary for approved construction or landscaping, at no time shall any lot be stripped of its topsoil, 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 Gray's Woods, its successors and assigns, or its or their designee(s) and its or their machinery shall have the right but not the obligation to enter upon any lot for the purpose of removing trash, mowing, cutting, clearing or pruning the lot if any Grantee permits the same to become unsightly or if the same detracts from the overall beauty, setting and safety of the Development. Grantee shall reimburse Gray's Woods, its successors, assigns or designee for the reasonable costs of such work upon demand.

19. CURB AND CARTWAY DAMAGE: Damage to any portion of any cartway easements or rights-of-way or curbing of the street, precipitated by the acts or omissions of any lot owner, shall be immediately corrected by such lot owner or owners at their expense in such manner to restore such easements or rights-of-way or curbing to its previous condition.

20. ASSIGNMENT OF RIGHTS: Gray's Woods shall have the right to grant and convey all of their obligations herein and all of their rights to enforce the within restrictive covenants, reservations and easements to another person, persons or entity including a homeowners association. Upon such conveyance and grant the person, persons or homeowners association shall have and shall succeed to all rights, duties and powers of Gray's Woods.

21. HOMEOWNERS ASSOCIATION: Developer has formed a homeowners association and may assign all or any of its rights, obligations and powers under the within Declaration to said homeowners association, as well as other matters relating to the development, maintenance, inspection, construction and caretaking of Graysdale Phase IIB Subdivision. The Graysdale Homeowners Association shall have the right to establish by-laws, provide for the election of officers, contract for services as it deems necessary, assess individual lot owners for such service and in the event of nonpayment of such assessments enter liens without the necessity of suit against the lot owners and, as necessary, care for and maintain all storm water detention areas within Graysdale Phase UB Subdivision and in Graysdale Replot (said storm water areas as more fully set forth on plan recorded in Centre County Plat Bk. 56 at page 147-150), boulevard and entry planting strips within Graysdale Phase IIB Subdivision and in and along Gray's Woods Boulevard from a point beginning with its intersection with Scotia Road to its intersection with Meeks Lane, as well as any other thing necessary to preserve the scenic beauty and good condition of Gray's Woods Subdivision.

22. MEMBERSHIP IN HOMEOWNERS ASSOCIATION: Lot owners, for themselves, their heirs, successors and assigns, by acceptance of a deed to their property, shall become members and obligors of any homeowners association or similar entity which may hereinafter be established for the purposes set forth herein or any lawful purpose including, but not limited to, development, construction, maintenance, repairs, replacement, control or operation of the open spaces, street lights, entry treatment, retention basins, storm water facilities and boulevard planting strips in Graysdale Phase II Subdivision and Graysdale Replot, Patton Township, Centre County, Pennsylvania. Upon purchase of any lot each owner shall pay a Fifty (\$50.00) Dollar initial homeowners fee and a Twenty-Five (\$25.00) Dollar annual homeowners fee. Said annual fee shall be adjustable as set forth in the Homeowners By-Laws.

23. OBLIGATION OF THE COVENANTS: The terms "Gray's Woods" and "Grantees" wherever used herein shall include all their respective heirs, executors, administrators, successors, personal representatives and assigns, so that the rights, privileges and obligations of these Covenants shall extend to and be binding, respectively, upon Gray's Woods and all Grantees of Lots and their respective heirs, executors, administrators, successors, personal representatives and assigns. The word "Grantee" shall be deemed and taken to mean each and every Grantee be the same, one or more.

24. GENDER AND NUMBER: Whenever the context so permits or requires, references herein to any gender shall include any or all genders, and the singular number shall include the plural, and visa versa.

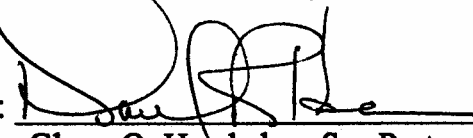
25. SEVERABILITY: In the event all or any portion of the covenants contained herein should be declared invalid, unenforceable or void for any reason, the remaining covenants shall continue in full force and effect as if the invalid, unenforceable or void covenant were not contained herein.

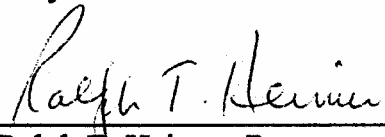
26. EROSION CONTROL COMPLIANCE: Each lot owner, their heirs, successors and assigns, shall comply fully with all sedimentation and erosion control measures required by appropriate federal, state and local governmental authorities, and shall comply fully with the terms and provisions of any soil disturbance permit issued for the Graysdale Phase II development. Lot owner shall reimburse developer for any fines, penalties or costs incurred as a result of the failure of lot owner to comply fully with appropriate governmental regulation.

27. TIME ELEMENT: These Covenants shall run with the land and shall remain in effect for a period of thirty (30) years from the 15th day of October 1998, EXCEPT that all reservations of easements and rights-of-way shall be in perpetuity.

**GRAY'S WOODS, a Pennsylvania general partnership  
by all its general partners:**


By:   
\_\_\_\_\_  
**Daniel R. Hawbaker, Partner**

By:   
\_\_\_\_\_  
**Glenn O. Hawbaker, Sr., Partner, by his  
Atty-in-Fact Daniel R. Hawbaker**

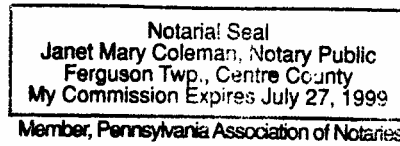
By:   
\_\_\_\_\_  
**Ralph T. Heimer, Partner**

COUNTY OF CENTRE ) SS:  
)

On this, the 15th day of October 1998, before me, the undersigned officer, personally appeared Daniel R. Hawbaker, ind. & as atty-in-fact for Glenn O. Hawbaker, Sr., and Ralph T. Heimer, t/d/b/a Gray's Woods, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

  
(Notary Public)

9





**Subject:** Fences in Graysdale - New official guidelines  
**From:** "Ann H. Taylor" <anntaylor@psu.edu>  
**Date:** Wed, 03 Sep 2008 11:47:11 -0400  
**To:** GHA <L-GHA@LISTS.PSU.EDU>

Neighbors,

As you know, in a vote earlier this summer, 51% of our neighborhood voted that new fences will require the approval of "a governing body, such as the GHA Board of Directors or a committee of GHA members...based on a set of official guidelines." However, to date, the Graysdale By-laws and Covenants have not include fencing guidelines or indicated specifics about the approval process or sanctions.

In order to be fair and consistent with all future fence requests, the Board sent an e-mail to this mailing list on July 24th, soliciting suggestions for new fencing guidelines for Graysdale. We received input from 8 households. The feedback was fairly consistent, so the Board was able to determine the new official fencing guidelines easily based on the input received.

The fencing guidelines for new fences are as follows:

- No chain link or other wire-only fences
- Maximum fence height of 6 feet
- Fences may be placed in back/side yards only (i.e., no front yard fencing permitted)
- Fences must be at least 6" within the owner's property lines (as governed by Patton Township code)

The Board will now work with the GHA lawyer to have this information added to all Graysdale covenants. Once that has been done, the new covenants will be posted to our Web site (<http://www.graysdale.com>) and a notice will be sent to this mailing list.

-Annie Taylor, GHA Secretary  
101 Doubletree Place

## **Shed Guidelines for the Graysdale Community**

### **Background**

Sheds are visible to the general public and can affect the relationships between neighbors. A failure to develop some guidelines can create problems within our development in the form of misunderstandings among neighbors, inconsistencies and unfairness in treatment, and an excessive number of violations.

In the summer of 2008, an official neighborhood vote established that sheds will be allowed in Graysdale. A follow-up vote that fall further concluded that new sheds would require the approval of a governing body, such as the GHA Board of Directors, based on a set of official guidelines.

To determine guidelines that would ensure a fair and consistent approval process for all future sheds, the GHA Board of Directors sought neighborhood input in order to create the set of guidelines presented in this document. As of April 15, 2009, these guidelines became part of the official covenants governing all phases of the Graysdale development.

Obviously anything done in our neighborhood must also meet Patton Township General Code:

STORAGE SHED: A prefabricated or on-site constructed enclosure that is less than 12 feet high, less than 150 square feet in area and is used for the storage of lawn tractors, garden implements, bicycles and other common household commodities. No more than two storage sheds having a cumulative area of up to 150 square feet can be placed in the side or rear yard on any lot of 10 acres or less under the exclusion contained in the definition of "structure" in this section. Such sheds shall not be placed within the front yard." (Article 1, Section 175-6: Definitions; interpretations of regulations)

### **Guidelines**

Sheds added to a homeowner's property after April 15, 2009, must adhere to the following guidelines:

#### **QUANTITY**

- Only one shed per lot will be approved.

#### **USE**

- Sheds shall not, under any circumstances, be used as a living space.

#### **LOCATION**

- Sheds may be located only within the building setback lines and must be in the backyard.
- An effort should be made to screen the shed from the view of neighbors and from the road.
- On lots that back up to other homeowner's lots (i.e., where a backyard backs up to another backyard), the requestor shall either:
  1. Place the shed directly against the house, or
  2. Obtain written "buy in" from their neighbor as to the placement of their shed elsewhere in their backyard.

## SIZE

- Maximum footprint shall be 150 square feet (i.e., 10' X 10' or 8' X 12').
- Maximum allowable height shall be 12 feet.
- Storage containers of less than 16 square feet and placed against the house are exempt from these guidelines

## STRUCTURE

- Shed must include a solid floor composed of either:
  - A 4-inch thick concrete slab.
  - An integrated floor of suitable building material (e.g. pressure treated lumber)
    - The area around the foundation must be backfilled; no exposed space under the shed will be permitted.
    - A suitable barrier must be in place to prevent burrowing animals from making a habitat under the shed.
- No dirt or gravel floors will be permitted.
- Exterior walls must be of wooden framed (e.g., 2 X 4) construction.
- Roof must be sloped to compliment the primary residence. Flat roofs will not be approved.
- All sheds must have a door that latches.

## MATERIALS

- Exterior cladding should match that on the primary residence in both style and color. Exterior cladding shall be wood, vinyl, or aluminum. No plastic, rubber, fiberglass, or all-metal sheds will be approved.
- Roof shingles should match as closely as possible those on the primary residence in both style and color.
- Windows, if present, should match as closely as possible those on the primary structure in both style and color.

## UTILITIES

- Any utilities servicing the shed must be underground. No above-ground utilities of any type will be permitted.
- Exterior lighting (if installed) shall not exceed one 75 watt light bulb enclosed in a permanent fixture attached to the shed. Efforts must be taken to shield neighbors from light overrun.

## MAINTENANCE

- Property owners are responsible for the maintenance of all structures on their property, including the shed and any landscaping included, and approved, in the initial request.
- No items may be stored outside of, or attached to the outside of, the shed.
- Shed doors should be kept closed and latched when not in use.

cc: Bryan Walaschek, HOA President  
Melissa Gundrum, HOA Vice President  
Ed Wolfe, HOA Treasurer  
Ann Taylor, HOA Secretary