

DECLARATION OF RESTRICTIVE COVENANTS AND CONDITIONS
FOR THE FOUR (4) LOTS SUBDIVIDED FOR THE
KATHRYN M. DeFORREST ESTATE LOCATED IN
ONEIDA TOWNSHIP, HUNTINGDON COUNTY, PENNSYLVANIA

1. The premises shall be used for residential purposes only.
2. A garage for the storage of vehicles may be erected as a part of the dwelling or separate from the dwelling.
3. No wholesale or retail business shall be permitted on any lot.
4. No unregistered vehicle may remain on the premises for more than one (1) month following the expiration of its registration, unless said vehicle is garaged.
5. No mobile home, trailer, shack or temporary structure shall be kept, maintained or allowed on the premises, except children's tents, and motor homes or campers, which are stored temporarily.
6. No lot can be used as a means of access or egress to or from any other adjacent real estate except with Developer's specific written consent.
7. No animals or fowl of any type may be maintained, bred or raised on said lot except dogs, cats or other household pets, provided they are not bred or maintained for any commercial purpose. Dogs shall be tied or confined on the lot in such a fashion that they do not become an annoyance or nuisance to neighbors by barking or by being allowed to run free on the property of any neighbor.
8. The construction of any dwelling, garage or other structure must be completed within twelve (12) months from the start thereof, or else

there shall be assessed against Grantee liquidated damages in the amount of Ten (\$10.00) Dollars per day for the time beyond the foregoing twelve (12) month period until such construction is completed. All driveways shall be constructed and maintained to a mud-free standard. Developer reserves the right to waive the requirements of this paragraph if, at Developer's discretion, the imposition of penalty would result in a hardship. All utility service lines installed by lot owners shall be underground.

9. Minimum finished square footage of living space of all dwelling houses, excluding basements and garages, shall be at least one thousand five hundred (1,500) square feet, provided Developer retains and shall have the exclusive right to waive such provision if in his judgment a waiver is required by special circumstances.

10. No large trees measuring six (6) inches or more in diameter at ground level may be removed without the written approval of the Developer, unless located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building. No trees shall be removed from lot until the lot owner shall be ready to begin construction without the consent of the Developer.

11. Grantee shall refrain from interference with all natural drainage courses and swales.

12. At no time shall any lot be stripped of its topsoil, except to the extent necessary for approved construction and no topsoil shall be removed after construction of a house is completed. No Grantee shall ever throw, place or dump trash or refuse on any lot, nor shall any Grantee

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ATTORNEY AT LAW
HUNTINGDON, PA.

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authorize any third party to do so. If any Grantee permits the premise to become unsightly or to detract from the overall beauty, setting and/or safety of the Subdivision, the Developer or his agents shall have the right to enter upon the land for the purpose of removing trash, cutting, clearing, pruning or otherwise caring for said lot, at the sole cost and expense of the Grantee.

13. All trash, garbage and refuse shall be stored in covered metal or plastic containers, or otherwise concealed from view by an enclosure or screening.

14. All firewood stored on any lot shall be stored behind or beside the dwelling and not between the street frontage and the dwelling.

15. When the words Grantee and Developer are used in this document, those words are intended to include and shall be binding upon the heirs, executors, administrators, legal representatives, successors and assigns of Grantee and Developer.

IN WITNESS WHEREOF, PAUL A. DeFORREST, Executor of the Estate of KATHRYN M. DeFORREST, has signed this Declaration this 29th day of NOVEMBER, 1989.

ESTATE OF KATHRYN M. DeFORREST

by: Paul A. De Forrest
PAUL A. DeFORREST, Executor

WARREN R. YOCUM
ATTORNEY AT LAW
HUNTINGDON, PA.

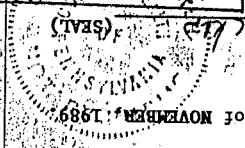
STATE OF PENNSYLVANIA }
 COUNTY OF HUNTINGDON }
 RECORDED ON THIS 17th DAY OF *Jan* A.D. 1990
 IN RECORDER'S OFFICE OF SAID COUNTY }
 IN BOOK NO. 251 PAGE 857
 GIVEN UNDER MY HAND AND SEAL OF SAID OFFICE THE
 DATE ABOVE WRITTEN.
 RECORDED BY *John P. Mills*
 RECORDED

PAID BY *W.R. Yocum*
 FEES \$13.00
 MADE BY *JOHN B. MILLIS*
 JAN 19 3:55 P.M. BY *W.R. Yocum*
 OF HUNTINGDON COUNTY, PA. THIS 16th DAY OF JANUARY 1990

WARREN M. YOCUM
 ATTORNEY AT LAW
 HUNTINGDON, PA.

My Commission Expires March 5, 1992
 Huntingdon-Berry Publishing Co., Pa.
 Susan M. Beckenbach, Notary Public

NOTARY PUBLIC
 MY COMMISSION EXPIRES:



Witness my hand and official seal, this 29th day of NOVEMBER, 1989

KATHRYN M. DEFORREST ESTATE and desires the same to be recorded as such.

who acknowledged the foregoing Declaration to be the act and deed of the

Before me, a notary public, personally appeared, PAUL A. DEFORREST,

COUNTY OF HUNTINGDON

ss.

COMMONWEALTH OF PENNSYLVANIA

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