

#50-02-01

**DECLARATION OF DEED RESTRICTIONS AND COVENANTS**

This Declaration made this 26<sup>th</sup> day of July 2001, by Ferguson Valley Hardwoods Partnership of 501 Electric Avenue, Lewistown, Pennsylvania, hereinafter referred to as Subdivider, hereby declares as follows:

Whereas, Subdivider is owner of 368.088 Acres in Union Township, Huntingdon County, shown as Tract No. 1 on a Plan of Survey For The Loretta C. Malone Estate prepared by Gary L. Young, PLS, dated November 9, 2000, said Plan of Survey recorded in Plan Book 8, Page 97<sup>A-F</sup>, Huntingdon County Records (for title see Record Book 558, Page 156); and

Whereas, Subdivider desires to subdivide said tract of land; and

Whereas, Subdivider has prepared plans for the Plan of Subdivision of the Ferguson Valley Hardwoods Property-Phase 1, said plan dated January 18, 2001, and recorded in Plan Book 8, Page 97;

Now, Therefore, Subdivider does hereby adopt the following Restrictions and Covenants which shall apply to each parcel, with the exception of Lot 20, conveyed from the above mentioned subdivisions and which shall run with the land and shall be binding on all parties having or acquiring any interest in the land;

- 1) The Subdivision lies on both sides of Township Route 428-Corbin Road. Owners of lots bordering Corbin Road shall obtain a driveway permit from Union Township and shall install driveways in accordance with Union Township requirements for said installation.

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- 2) No more than one principal structure shall be permitted on each lot. Such structures must be a minimum size of 500-sq. ft. of living space on the first floor exclusive of decks and porches, and must be constructed upon permanent frost-free footings. Structures shall have quality exterior finishes of wood, vinyl, aluminum or the like. Tarpaper, asphalt or fiberglass roofing shingles and sheet metal are not permitted as finished siding. Any structure erected on a lot shall have exterior finish completed not later than nine months from beginning of construction.
- 3) Single wide and doublewide mobile homes are permitted on Lots 1 through 14 and Lots 38 through 41 only. Said mobile homes shall be installed on a permanent, frost free, foundation complete with skirting and shall have available adequate provisions such as anchor bolts and tie-down straps to assure that each mobile home has available to it a means of securing the home to its site. Only earth tone colored mobile homes such as gray, green and brown are permitted. Developer will inspect and approve the condition and appearance of mobile homes prior to moving said mobile homes on site.
- 4) Single wide and doublewide mobile homes are not permitted on any other lots.

- 5) Any building erected on any lot shall be set back no less than 50 feet from the centerline of any public or private road that the lot adjoins. Any building shall be set back not less than 15 feet from other lot lines (side and rear). Provided, however, that while two or more adjacent lots are owned by the same party, this restriction shall apply only to the exterior lot lines of the entire group of adjacent lots held by the same owner.
- 6) The owners of Lot 10 and Lot 13 must access their lots from Cabin Road. The owners of Lot 10 and Lot 13 cannot access their lots from Corbin Road, except through Cabin Road.
- 7) The owners of Lot 10, Lot 11, Lot 12 and Lot 13 are permitted to use Cabin Road for access to their lots. Other lot owners do not have a right of access to Cabin Road.
- 8) Only owners of lots bordering Sand Rock Road have the right of access to Sand Rock Road.
- 9) No construction of buildings or soil disturbance shall occur within 100 feet of streams, or within 50 feet of wetlands.
- 10) An electric and telephone utility line follows Corbin Road and Cabin Road as shown on aforesaid Plan of Subdivision. All lot owners are granted the right to access utility service from said utility line by the most expeditious route and method as determined by the utility provider.

- 11) Each lot and all improvement thereon shall be maintained by the owners so as to present a neat and attractive appearance at all times. No unregistered motor vehicles, vehicles which do not have a current inspection, or junk such as old metal, papers, rags, etc. shall be stored on the premises. Tree tops, grass clippings and other such vegetation is not considered junk.
- 12) No owner shall build or regrade 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 designed as to discharge water from the lot in the same area and direction as would have naturally occurred before such improvement.
- 13) The lots as shown in aforesaid Plan of Subdivision-Phase 1 may not be further subdivided with the exception of Lot 20.
- 14) Travel trailers, pop-up campers, motor homes and the like should not be used or stored in such a way that could be construed as a permanent dwelling. No additions may be added to said units. Please note the requirements in Item 2. Said units shall be stored within the setback requirements for building as noted in Item 5.
- 15) Off road vehicles such as "dirt bikes", "all terrain vehicles" and the like which by the generations of excessive noise are an annoyance and a nuisance to the property owners are prohibited.

- 16) No animals, livestock or poultry of any kind shall be on any lot, except horses are permitted on lots larger than five acres. Dogs, cats or other household pets are permitted.
- 17) The subdivider may place additional deed restrictions and covenants on any parcel or parcels in the subdivision prior to conveyance of the same.
- 18) No open burning of rubbish or trash is permitted. This does not exclude the outside use of grills and/or enclosed fires, which are permitted for cooking or recreational use.
- 19) No signs, billboards or advertising of any nature shall be erected or maintained on any lot, except a sign advertising the property for sale or rent, or a sign used by a builder to advertise the property during the construction period.
- 20) **ENFORCEMENT** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damage.
- 21) **SEVERABILITY** Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and affect.

- 22) If the owners of such parcels or any of them or their heirs or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated in such subdivision and for the Union Township Supervisors to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants, and either to prevent him from doing so or to recover damages for such violation, or both. Invalidation of any covenants by judgment or court order shall in no way affect any other the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Ferguson Valley Hardwoods, have caused these  
present to executed this 26<sup>th</sup> day of July, 2001.

ATTEST:

Charles M. Colony

CHARLES M. COLONY, Partner

Dorothy I. Colony

DOROTHY I. COLONY, Partner

STATE OF PENNSYLVANIA )

COUNTY OF MIFFLIN ) SS:

On this, the 26<sup>th</sup> day of July, 2001, before me, a Notary Public, the undersigned officer, personally appeared Charles M. Colony and Dorothy I. Colony, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledge that they executed the same for the purpose therein contained. <sup>in the</sup> ~~their~~ capacity therein stated.

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

*Sharon F. Morris*

Notary Public

Notarial Seal  
Sharon F. Morris, Notary Public  
Derry Twp., Mifflin County  
My Commission Expires Apr. 9, 2005  
Member, Pennsylvania Association of Notaries



My commission expires:

(seal)

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of HUNTINGDON COUNTY, PENNSYLVANIA



*Janet E. Hanks*  
Janet E. Hanks  
Recorder of Deeds

ENTERED  
HUNTINGDON COUNTY  
PENNSYLVANIA  
23.50  
JUL 27 8 30 AM '01  
Janet E. Hanks  
RECORDER OF DEEDS

JUL 27 2001

Recorded  
Janet E. Hanks, Recorder of Deeds