

DECLARATION OF PROTECTIVE COVENANTS OF HOPEWELL FARMS ENTERPRISES, INC.
Hopewell Township, Huntingdon County, Pennsylvania
Plat Book 6, Page 93

1. **BUILDING LOCATION:** No building shall be located on any lot nearer than 70 feet to the center of the public road, or nearer than 10 feet to any street or interior lot line of an adjoining property. For the purposes of this covenant, caves, steps, and open porches shall not be considered as a part of a building provided; however, that no portion of a building on a lot shall encroach upon another lot.
2. **NUISANCES:** No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
3. **ROADS:** No roads or roadways in the subdivision shall be used as a race track for trailbikes, motorcycles or any terrain vehicles.
4. **TEMPORARY STRUCTURES:** No structure of temporary character, including but not limited to, mobile homes, basements, or other temporary structures, shall be permitted.
5. **LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred, or boarded except dogs, cats, or other household pets. No animals may be kept, bred, boarded, or maintained as a kennel or to produce any commercial product or for any commercial purposes.
6. **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
7. **SEWAGE DISPOSAL AND WELLS:** All systems must be constructed in accordance with the requirements and standards of the local sewage enforcement officer. Approval of such systems as installed shall be obtained from such authority, when required by State Law.
8. **VEHICLES:** No trucks, buses, old cars, inoperative equipment, or unsightly vehicles, or equipment of any type or description may be left abandoned or stored on said lots.
9. **HUNTING:** Hunting and discharging of firearms are strictly forbidden within the subdivision.
10. **UNLICENSED VEHICLES OR DRIVERS:** No unlicensed driver or vehicles are permitted to operate or be operated within the boundaries of the subdivision. Any motorized vehicles must have muffling equipment to provide proper noise abatement.
11. **DRIVEWAYS:** Driveways into all lots shall be constructed to provide proper drainage as approved by the developer or the Property Owner's Association.
12. **EASEMENTS OR RIGHT-OF-WAYS:** The Grantor reserves unto itself, its successors and assigns, and all utilities serving the area, presently or in the future, the right to erect and maintain drainage courses, drainage pipe, and other drainage ways, telephone and electric light poles, for underground utilities, conduits, equipment, power, gas and water lines, or to grant easement of right-of-way therefore, with the right of ingress for the purposes of erection or maintenance on, over or under a strip of land 10 feet wide at any point along the side, rear or front lines of the land conveyed, or 10 feet from the edge of any right-of-way forming a part of the land and reserves such rights within the right-of-way of all roads within the subdivision.

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13. Grantor further reserves unto itself, its successors and assigns and the Hopewell Township Supervisors, such additional right-of-way for road purposes as may be required at any time in the future over a strip of land 10 feet wide bordering on all roads, within the subdivision.

14. WATERWAYS: No stream, water course, or spring on or near any tract may be contaminated, diverted, or permanently blocked.

15. ROAD MAINTENANCE FEE: The Grantor may assess each Grantee the sum of Fifty (\$50.00) Dollars, per year, per parcel, for the use, upkeep, and maintenance of the rights-of-way within all sections of said subdivision and such other common facilities as the said Grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the Grantor to an appointed committee of the subdivision property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every parcel with said subdivision until paid and payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said parcel and on or before the 31st day of January of each year thereafter. In the event of a resale of one (1) or more said parcels, then the obligation to pay the Fifty (\$50.00) Dollars assessment shall become the obligation of the new owner(s).

16. ROAD MAINTENANCE LATE FEE: Any assessment made pursuant to Paragraph 15 shall include a late fee of Five (\$5.00) Dollars if made after its due date, together with interest at the rate of Nine (9%) per cent, per annum, from the date of delinquency, together with any reasonable Attorney's fees incurred in collection thereof after the responsibilities are delegated to the property owner's committee, the road maintenance fee may be raised by not more than ten (10%) per cent, per year, upon the affirmative vote of at least a majority of the property owners. No property owner who is in default in payment of the annual assessment lien as of February 1st in any year shall be entitled to vote.

17. CESSATION OF ROAD MAINTENANCE FEE: The liability of any lot owner for the road maintenance fees set forth hereinbefore shall cease at such time as any governmental unit takes over that portion of the roadway in the subdivision on which that particular lot fronts.

18. FURTHER RESTRICTIVE COVENANTS: Nothing herein shall prohibit the developer from placing further restrictive covenants on any parcel or parcels in the subdivision prior to conveyance of the same.

19. CONSENT TO TAKING OVER ROADS: The Grantees of all lots in the subdivision hereby agree by accepting the deed(s) to the said lot(s) on behalf of themselves, their successors and assigns, to consent to the taking over the Township of any roadways forming part of the lot conveyed to the said Grantees and do further by accept once of the said deed(s) waiver any further notice of taking over the said road by the said Township and do specifically agree for themselves, their successors and assigns that they shall be entitled to no damages on account of the taking over of said roadway.

20. ENFORCEMENT: Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violators or to recover damages.

21. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way offend any of the other provisions which shall remain in full force and effect.

22. RE-SUBDIVISION: Nothing herein shall be construed to prevent the declarant from re-subdividing any lot or imposing additional covenants or

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restrictions on any lots not already conveyed by it. No lot in said subdivision may be re-subdivided by the purchaser, his heirs, successors, and/or assigns.

23. ENFORCEMENT BY ASSOCIATION OR OWNER: The association, or any owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now and hereafter imposed by the provisions of the declaration. Failure by the association or by any owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

24. BY PRIOR AGREEMENT of the Developers, the owners of Lot #10 shall have the right to stable and pasture one horse under the terms and conditions as more specifically set forth in a Consent Agreement recorded in Huntingdon County Record Book 749, Page 156.

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