

ONEIDA TERRACE  
DECLARATION OF  
PROTECTIVE COVENANTS AND RESTRICTIONS

1. The Grantor hereby grants and conveys to the property owners, for their use forever, all the roads and rights of way shown on the plan of lots for Oneida Terrace.

2. The Grantor may assess each lot owner a sum not to exceed One Hundred and no/100 (\$100.00) Dollars, per year, per lot, for the use, upkeep and maintenance of the roads 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 a committee of lot owners within said subdivision, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within 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 lot, and on or before the 31st day of each year thereafter. Where more than one lot is owned by a party or parties, in the event of a resale of one or more said lots, then the obligation to pay the said assessment shall become the obligation of the new owner(s).

3. When sufficient lots in the sole discretion of the grantors have been sold, a lot owners association to be known as the "Oneida Terrace Lot Owners Association", to which lot owners are members, shall assume the responsibility for the maintenance of the roads and other common facilities, and to whom all payments of assessments will thereafter be made. The members of the association shall elect a committee of three (3) persons to administer responsibilities of the association with respect to the maintenance of roads and other common facilities and with respect to the collection of assessments. The lot owners shall be entitled to exercise one vote per lot owned in all property owners' association matters.

4. All lots shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling and one small one-story accessory building which may include a detached private garage, provided the use of such dwelling or accessory building does not include any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main dwelling, and shall conform substantially with the style and exterior finish of the main dwelling.

5. All residences constructed shall have a minimum initial construction cost of at least \$50,000.00 based upon 1989 dollars. The minimum construction costs for any residence erected after 1989 shall be determined by adjusting the 1989 construction costs of \$50,000.00 in accordance with the consumer price index.

6. No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with building operations; and in such cases, for a period of time not to exceed six (6)

months.

7. No structure of a temporary character, trailer, mobile homes, double-wides, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. All residences must be constructed or built on lot.

8. Prior to application for a building permit, an approved erosion and sedimentation control plan must be obtained and presented for Lots No. 12, 16, 18, 20, 22, 23 and 24, from the Huntingdon County Conservation District. Planning assistance from the Conservation District may be utilized.

9. All residences constructed on Lots No. 4, 6, 8, and 10 shall be constructed in such a manner so that the front facade faces on State Route 26.

10. All houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owners or builder. Further, final landscaping, grading (including ground cover) and three (3) shade trees must be planted within one year of completion of the house.

11. All construction sites must be maintained as debris-free as is possible during the construction of any residence or permitted accessory building. All residences and permitted accessory buildings erected on the lot must be constructed in accordance with township codes and ordinances.

12. All culverts where required under driveways leading from subdivision roads shall be constructed of 15" diameter corrugated metal unless township codes and ordinances provide for a different requirement.

13. Prior to the construction of any driveway to a lot in this subdivision, the lot owner must obtain a driveway permit from the Township in accordance with Township ordinances and regulations.

14. No large trees measuring six inches or more in diameter at ground level may be removed without the written approval of the owners, 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 the lot until the lot owner shall be ready to begin construction without the consent of the owners.

15. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, or buried underground.

16. No pole lights or yard lights shall be used or erected on said lots with the exception of lamp posts less than ten (10) feet in height, burning normal incandescent or florescent bulbs. No mercury vapor or quartz halogen or similar bulbs may be used.

17. No signs, billboards or advertising of any nature shall be erected, placed or maintained on any lot, except one professional sign of not more than five square feet, one sign of not more than five square feet

advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

18. Each lot owner shall provide receptacles for garbage in an area not visible from the road or provide receptacles for garbage in an underground location not visible from the road. No garbage shall be stored in a place which may be seen from the road.

19. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

20. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

21. The Grantor reserves unto himself, his heirs or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights of way therefore, with the right of ingress and egress for the purpose of erection or maintenance on, over or under a strip of land twenty (20) feet wide at any point along the side, rear, or front lines of any of said lots.

22. Lots No. 12, 16, 18, 20, 23, and 24 are subject to a right of way along the eastern boundary of the lot for sanitary sewers lines to provide gravity flow from the basement level of residences constructed thereon.

23. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the grantors. However, the grantors hereby expressly reserve to themselves, their successors or assigns, the right to re-plot any two (2) or more lots shown on the plat of any said subdivision, section, block, or part thereof prior to delivery of deed in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created.

24. Nothing herein is to be construed to prevent the Grantor from placing further covenants or easements on any lot in said subdivision which shall not have already been conveyed by them.

25. The Protective Covenants and Restrictions as set forth in this declaration shall be deemed covenants running with the land and shall be binding upon the grantor herein, the grantees herein, their heirs, executors, administrators and assigns.

26. In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In

addition to the foregoing, the owners shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after thirty (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction in this Declaration of Restrictions contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

ONEIDA TERRACE

BY: \_\_\_\_\_  
Steven L. Prendergast                      Owner

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF HUNTINGDON

: ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me, the undersigned officer, personally appeared Steven L. Prendergast, who in due form of law acknowledged the foregoing Declaration of Protective Covenants and Restrictions to be his act and deed, and acknowledged that he executed same for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

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