

DECLARATION OF RESTRICTIVE COVENANTS FOR PECOS ACRES

TAX PARCEL NO. 29-03-10.5

MILLER TOWNSHIP

1. Land Use and building Type . No lot or tract shall be used for any purpose except residential and related purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than residential structures including but not limited to garages and noncommercial barns.
2. Further Subdivision. No lot or tract in this subdivision shall be further subdivided.
3. Building Setback Lines. The lots in the Pecos Acres Subdivision shall be subject to the building setback lines.
4. Mobile Homes. The placement of mobile homes in the Subdivision are permitted only if tires, axles, and hitch are removed and set up is as for permanent residence.
5. Campers and RV's. Campers and RV's shall not be used as a long-term residence on any lot. Campers and RV's shall be prohibited when they are occupied from time to time.
6. Building Location . Building shall be located in the building areas permitted by the municipality.
7. Easements. The Developer and its successors and assigns shall have the right to install, re-install, repair and maintain utilities and other amenities within all roadway rights of ways. Additional easements for the installation and maintenance of underground utilities, amenities and drainage facilities are reserved as shown on recorded plan or installed prior to lot sale and shall include easements over the front, side, and rear 10 (ten) feet of each lot. No structure or improvement shall be placed or permitted to remain which will interfere with the easements and installation and maintenance of utilities, drainage, or other amenities within the easement.
8. Nuisances. No noxious or offensive activity shall be carried on upon any lot nor shall any thing be done thereon which may be or may become a significant disturbance to the property owners in the Subdivision.
9. Signs. No sign of any kind shall be displayed on any lot in excess of 4 square feet. No sign of any kind shall be displayed on any lot advertising a business, profession, or services for hire or sale. Ordinary signs by realtors or builders may be erected temporarily.
10. Oil and Mining Operations. No gas or oil drilling, gas or oil development operations or refining of any kind shall be permitted upon any lot within the Subdivision. Mining and quarrying are prohibited on any lots in the Subdivision.
11. Pets, Livestock, And Poultry. Pets, livestock, and poultry for any commercial purposes are prohibited within the Subdivision. Only animals maintained as pets may be kept within the Subdivision. No pets may be kept within the Subdivision that unreasonably disturb other property owners in the Subdivision by barking, making noise, roaming or otherwise. Property owners shall take reasonable steps to control pets that are unreasonably disturbing other property owners in the Subdivision upon notice from another property owner or Developer.
12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish generated from any source. Trash, garbage, or other waste shall be kept in sanitary containers out of site from the roadways of the Subdivision and shall be placed along road ways of the Subdivision only at such times as are necessary for pickup by a garbage hauler.
13. Sight Distance at Driveway Intersections. No structures or planting shall be allowed to exist which compromises the sight distance at the intersection of driveways and roads of the Subdivision as well as intersections of public road and Subdivision roads.

14. Stored or Abandoned Vehicles and Other Unightly Property. No unsightly property, including vehicles registered or unregistered, trucks, buses, recreational vehicles, boats, and other personal property used by lot owners shall be stored on the property unless stored indoors or in a screened area.
15. Road Maintenance Fee and Amenity Assessment. Elk Run Lane (name pending approval) shall be maintained at sole cost of the property owners of lots sold in Subdivision, including any winter maintenance required. Developer responsibility is limited to install road only. All lots on Elk Run Lane (pending ^{name}) must install drainage tiles at least 15" in diameter properly underneath each driveway entrance to Subdivision road and must be properly maintained at all times.
If all sold property owners are not in agreement for any maintenance requirements in covenants, a Homeowners Association of the majority of property owners can be organized with the normal requirements for rules including the right to assess fees on all sold property owners, excluding the Developer, for any enforcement of covenants or maintenance outlined in this declaration.
16. Subdivision Trees.
All sold lots in Subdivision property owners must agree on any changes, maintenance, or requirements to existing trees within the roadway right of way access and costs for said changes, maintenance or requirements.
17. Use of Roadways. Property owners are permitted to use roadways in the Subdivision which roads are limited in their use and the use thereof shall be controlled by the deeds for the property in the Subdivision. No roadway may be used by any unlicensed or off road vehicle or conveyance.
18. Noise Abatement. No property owner shall engage in any activity which shall create unreasonable noise which is likely to disturb other property owners in the Subdivision.
19. Enforcement. In the event it is necessary for any property owner or the Developer to enforce any of these restrictive covenants against a property owner in the development the property owner against whom the covenants are enforced shall be responsible and liable for all attorneys' fees and costs in connections with enforcing these covenants.
20. Storm Water and Drainage Facilities and Road. After the sale of any lot in the Subdivision the lot or lot owners shall be responsible for the maintenance and upkeep of any and all drainages and storm water facilities and roadways on that lot or in the Subdivision whether they were install by property owner or Developer.
21. Further Covenants. Nothing herein shall prohibit the Developer from placing further restrictive covenants or more restrictive covenants on any parcel, parcels, lot or lots in the Subdivision.
22. Severability. Invalidation of any of these covenants by judgement of court order shall not effect any of the other provisions, which shall remain in full force and effect.
23. Term. These are covenants which run with the land and shall be binding on all parties, their heirs, successors and assigns in perpetuity.
24. Lots Not Subject to These Restrictions. These covenants shall not apply to Lot #1 & #2, previously sold by Developer, Lot #5 may be included or still be excluded as deemed by Developer at time of sale or kept for Developer use, and balance of parcel.
25. Additional Covenants in Deeds. Deeds for lots which are sold in the Subdivision may contain additional restrictive covenants applicable to the lot which is conveyed by deed.
26. All lots property lines are marked, and outlined on deeds. All property lines must remain in place at all times clearly visible, no covering up, pulling out, etc.

IN WITNESS WHEREOF, The Developer has caused the execution of these presents,
this _____ day of _____, 2009 .

Witness

Rex A Smith

Witness

Peggy K Smith

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF HUNTINGDON

:

SS

On this, the _____ day of _____, 2009, before me, the undersigned officer,
personally appeared Rex A Smith and Peggy K Smith, known to me (or satisfactorily
proven) to be the persons whose names are subscribed to the within instrument,
and acknowledged the same for the purpose therein contained.

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

(SEAL)

My Commission Expires