

DECLARATION OF PROTECTIVE COVENANTS
for

PINEDALE SUBDIVISION

in Cass Township, Huntingdon County, Pennsylvania

1. **Lot Use and Building Types:** All lots in the tract shall be known as Rural Residential. No structure shall be erected, altered, placed or permitted to remain on any building lot other than a detached single family dwelling. A detached barn or outbuilding, and/or a detached or attached garage not exceeding the total square footage of the dwelling is permitted. Any dwelling may contain an owner-occupied business.

2. **Building Location:** No building shall be located on any lot nearer than seventy feet to the center of the public road, or nearer than thirty feet to any street or interior lot line of an adjoining property. For the purposes of this covenant, eaves, 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.

3. **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.

4. No roads or roadways in the subdivision shall be used as a racetrack for trailbikes, motorcycles, or any terrain vehicles.

5. **Temporary Structures:** No structure of temporary character, including but not limited to, mobile homes, basements, shacks, garages, barns or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

6. **Signs:** No signs of any kind shall be erected on any lot except a professional sign of not more than one foot square or a sign advertising the property for sale or rent, not more than five feet square, or a sign used by a builder to advertise the property during the construction and sales period of not more than five feet square.

7. **Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred, boarded or kept on any lot except one horse or one cow per two (2) acres of land. None of such animals may be kept on any lot less than two (2) acres in size. Dogs, cats, or other household pets may be kept. No animals may be kept, bred, boarded or maintained for any commercial purposes.

8. **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 material shall be kept in a clean and sanitary condition.

9. **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.

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10. All residential structures shall have a minimum square footage on the first floor above basement level of six hundred square feet and shall have exterior finish completed not later than nine months from the beginning of construction.

11. No trucks, buses, old cars or unsightly vehicles of any type or description may be left abandoned or stored on said lots.

12. Term: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

13. 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 violation or to recover damages.

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

15. The Grantor reserves unto itself, its successors and assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, power, gas and water lines, or to grant easements or rights-of-way therefor, with the right of ingress for the purpose of erection or maintenance on, over, or under a strip of land fifteen feet wide at any point along the side, rear, or front lines of the land conveyed, or fifteen feet from the edge of any right of way forming a part of the land.

16. The use of mobile homes is prohibited except for camping trailers as designed specifically for camping or shelter intended to be mobile in nature at all times. No equipment such as wheels, hitch or apparatus intended for the purposes of or necessary to meet highway regulations shall be removed. A camping unit shall not be parked on said premises for a period in excess of two (2) consecutive months.

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

18. 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. Nothing herein shall prevent the Grantors from resubdividing any of the parcels of land as shown on the subdivision plan prior to their sale.

20. Road Maintenance. The Grantor shall assess each grantee a sum not to exceed \$35.00 per year, per parcel, for the use, upkeep, and maintenance of the rights-of way within all sections of said Pinedale and such other common facilities as the said Grantor may provide therein. The rights and responsibilities as created by this paragraph shall be delegated by the grantor to an appointed committee of Pinedale property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every parcel within said Pinedale until paid and payment of said assessment and levy shall initiate 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 or more said parcels, then the obligation to pay the said \$35.00 assessment shall become the obligation of the new owner(s).