

**SECOND AMENDED DECLARATION OF PROTECTIVE COVENANT
FOR
"PINESTREAM SUBDIVISION"
Todd 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 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 are permitted. *Commercial activities, home businesses, etc., are prohibited unless they are done completely within the dwellings and do not involve traffic, deliveries or noise outside the dwelling.*

2. Building Location: No building shall be located on any lot nearer than seventy (70) feet to the center of the public road, or nearer than thirty (30) feet to any street or interior lot line of an adjoining property. For the purpose 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 subdivision shall be used as a racetrack for trail bikes, 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 temporary or permanently.

6. Signs: No signs of any kind shall be erected on any lot except a professional sign of not more than one (1) foot square or a sign advertising the property for sale or rent, not more than five (5) feet square, or a sign used by a builder to advertise the property during the construction and sales period of not more than five (5) 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 (1) horse or one (1) 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.

10. All residential structures shall have a minimum square footage on the first floor above basement level of five hundred sixty (560) square feet and shall have exterior finish completed no later than nine (9) 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. Tree Preservation: *In order to preserve the existing forested ambiance of the community, trees may only be cut and removed (1) as necessary to place utilities, driveways and permissible buildings, (2) as necessary when individual trees become hazardous, dead or diseased, or (3) in accordance with a government recommended/suggested wood lot management plan. Under no circumstances may an owner permit the clear cutting of his lot and with the exception for placing driveways and utilities, trees within 20 feet of the right of ways must be preserved. Before cutting trees to place a driveway, dwelling or other permissible building, the lot owner shall submit a proposed site plan to the Board of Directors of the Pinesteam Property Owners Association, which shows the foot print of the driveway and or buildings and which specifies the areas to be cleared. The Board of Directors of the Pinesteam Property Owners Association shall have 21 days to reject said plan or it is deemed to be approved. In the event that the Board of Directors rejects the proposal, it shall specify why and may suggest changes, which if made by the lot owner would be acceptable. Should any tree be removed because of hazard, death or disease another tree shall be planted as a replacement. Under no circumstances shall more than 40 percent of the surface area of the lot be cleared for utilities, driveways, lawn yard and burildings.*

13. Terms: 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 (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods or ten (10) 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.

14. 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 no way affect any other provisions which shall remain in full force and effect.

15. **Easement of Right-of-Way:** 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 pipes, 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 purpose of erection or maintenance on, over or under a strip of land fifteen (15) feet wide at any point along the side, rear, or front lines of the land conveyed, or fifteen (15) 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 Pinestream Drive and Pineview Drive. The grantor further reserves unto itself, its successors and assigns and the Todd 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 fifteen (15) feet wide bordering Pinestream Drive and Pineview Drive.

16. **Mobile Homes:** The use of a mobile home 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. **Waterways:** No stream, watercourse or spring on or near any tract of land may be contaminated, diverted or permanently blocked.

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. **Re-subdividing:** Nothing herein shall prevent the Grantors from re-subdividing any of the parcels of land as shown on the subdivision plan prior to their sales.

20. **Road Maintenance Fee:** The Grantor may assess each Grantee the sum of fifty (50) dollars; per year, per parcel, *or as increased already*, for the use, upkeep, and maintenance of the right-of-ways within all sections of said "Pinestream 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 "Pinestream Subdivision" property owners, and any assessments made pursuant to this paragraph shall constitute a lien on each and every parcel within said "Pinestream 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 said fifty (50) dollars assessment shall become the obligation of the new owner(s).

21. Road Maintenance Late Fee: Any assessment made pursuant to paragraph 20 shall include a late fee of five (5) dollars *per month*, if made after the 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 *lots'* property owners *as set forth in paragraph 23*. No property owner(s) who is in default in payment of the annual assessment lien as of February 1st in any year shall be entitled to vote.

22. 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 government unit takes over that portion of the roadway in the "Pinestream Subdivision" on which that particular lot fronts.

23. Owners and votes: *The collective ownership of each separately deeded lot shall be entitled to one vote under these covenants and in all owner's association affairs that require general membership voting. No fractional votes shall be accepted in the event that the collective ownership of a lot cannot agree how to vote. To the extent that the By-Laws may be contrary, the owners' association by-laws are hereby changed to adopt the same one vote per separately deeded lot in all elections and votes of the general membership.*