

DECLARATION OF RESTRICTIONS

1. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the grantors and/or Architectural Control Committee as to quality of materials and workmanship, harmony of external design with existing structures, and as to location with respect to topography and finish grade location. No fence or wall shall be erected, placed or altered on any lot unless similarly approved.
2. All culverts where required under driveways leading from subdivision road shall be constructed of fifteen (15) inch diameter corrugated metal.
3. The exterior of 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 due to strikes, fires, national emergencies or natural calamities.
4. No building shall be erected closer than 50 feet to any street or road right-of-way center line, nor closer than 10 feet to the side or rear lines of the lot or as the building lines are shown on the recorded Plan of "Shenecoy Manor".
5. 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. Such accessory building may not be erected, placed or altered in any lot until the construction plans and specifications and a plan showing the location of the accessory building have been approved by the grantors and/or Architectural Control Committee as to quality of materials and workmanship, harmony of external design with existing structures, and as to location with respect to topography and finished grade location.
6. 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.
7. 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 of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.
8. No sign of any kind shall be displayed to the public view 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.
9. Each lot owner shall provide receptacles for garbage in a screened in 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.
10. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after the completion of construction.

11. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

12. 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 under ground.

13. 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 lot until the lot owner shall be ready to begin construction without the consent of the owners.

14. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the grantors. However, the grantors hereby expressly reserves to itself, its successors or assigns, the right to re-plat 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.

15. The grantors may assess each lot owner a sum not to exceed Fifty (\$50.00) Dollars per year, per lot, for the use, upkeep and maintenance of the roads and storm water management ponds and structures within all sections etc. The rights and responsibilities as created by this paragraph may be delegated by the grantors 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 the lot, and on or before the 31st day of January thereafter. At such time as the subdivision roads, streets, and stormwater management ponds and structures are taken over by the Walker Township Supervisors etc.

16. It is agreed that as soon as a sufficient number of lots have been sold in this development a property owner's association, to be known as "Shenecoy Manor Property Owners' Association", shall be formed with one membership for each property owner and that this Association in conjunction with the owners shall establish reasonable annual assessment charges for road maintenance; it being understood that the owners shall exercise one vote per lot owned in the Properties Owners Association.

17. 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.

All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from \_\_\_\_\_, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of lots affected by such covenants has been recorded, agreeing to change said covenants in whole or in part.

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 or 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.

SHENECOY MANOR  
OWNERS

D.W. Miller, Inc

Dale W. Miller  
President

David A. Oddy  
Asst Secretary

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF HUNTINGDON :

ON THIS 27th day of May, A.D., 1983, before me a Notary Public in and for said County, came the above named Dale W. Miller

\_\_\_\_\_ who in due form of law acknowledged the foregoing Declaration of Restrictions to be their act and deed, and desired the same to be recorded as such.

Mary Louise Hetrick

Mary Louise Hetrick, Notary Public  
Smithfield Twp., Huntingdon County  
My Commission exp. 8-26-85