

WITH 2 ADDENDUMS

0/25/20

BOOK 092 PAGE 99

SECTION

DECLARATION OF PROTECTIVE COVENANTS

TERRACE MOUNTAIN

UNION TOWNSHIP

HUNTINGDON COUNTY, PENNSYLVANIA

1. Grantor may assess each grantee a sum not to exceed twenty-five (\$25.00) dollars per year, per parcel, for the use, upkeep, and maintenance of the rights-of-way within all sections of said Terrace Mountain and such other common facilities as created by this paragraph may be delegated by the grantor to an appointed committee of Terrace Mountain property owners, and any assessment and levy shall be payable on or before the 31st day of January next following the purchase of said parcel on or before the 31st day of each year thereafter. In the event of a resale of one or more of said parcels, then the obligation to pay the said twenty-five (\$25.00) dollars assessment shall become the obligation of the new owner (s). Upon acceptance by the Township of all roadways in the subdivision the obligation to pay the aforementioned fee shall cease.
2. 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, therefore, on, over or under a strip of land twenty (20') feet wide at any point along the side, rear, or front lines on any of said lots.
3. If, in the future, state, local government, any utility, co-operative, or municipality expects or requires the installation of a public utility system within the area of which this is a part, the grantee or grantees by the acceptance of this Deed do hereby agree to pay their proportionate share for the cost and expense of the erection, maintenance and operation thereof, as the same cost are to be determined by the appropriate authority.
4. If in the future the state or local governments or any agency thereof requires the installation of a central sewerage system within Terrace Mountain subdivision, of which this is a part, the grantee or grantees by the acceptance of this deed do hereby agree to pay their proportionate share of the cost and expenses thereof.
5. No building shall be erected closer than forty (40') feet from the center of any right-of-way or road, nor closer than twenty (20') feet to the side or rear property line, with the exception that when two (2) or more parcels are used together for the construction of one (1) dwelling then said twenty (20') foot set back shall apply to outside property lines only.
6. No building of a temporary nature shall be erected or placed on said tract except those customarily erected in connection with building operations; in such case, for a period of time not to exceed six (6) months.
7. 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 wheel, hitch, or apparatus intended for the purposes of or necessary to meet highway travel regulations shall be removed. A camping unit shall not be parked on said premises for a period in excess of nine (9) months consecutively.

Assignment of Covenants

8. Minimum size of any structure shall contain at least four hundred and eighty (480) square feet on the main floor. This shall not include basement, garage, porch or carport. All exterior construction must be completed and closed within 8 months of the commencement of construction.
9. No structure shall be placed on any lot without approval in writing from the Grantor herein. A permit must be obtained from the Huntingdon County Assessment Officer prior to the construction of any building.
10. The subdivision is intended for family residential purposes only; therefore, no commercial or industrial uses shall be made of the said property and no signs, billboards or advertisement of any nature shall be erected, placed or maintained directly on any lots in the subdivision nor upon any building erected thereon, except directional and informational signs of the Grantor.
11. No parcel in this subdivision shall be re-subdivided.
12. No outside toilets shall be constructed on any lot without a permit from the local sanitation officer. Any sewerage disposal system must be filed and approved by the department of Environmental Resources or the Union Township sanitation officer.
13. No trucks, buses, old cars, or unsightly vehicles of any type or description may be left abandoned.
14. No stream, water course, or spring on or near any tract may be contaminated, diverted, or permanently blocked.
15. All driveways shall be located, designed, and constructed in such a manner as not to interfere or be inconsistent with the design, maintenance and drainage of the road-way with which it intersects. In particular, all driveways shall be constructed in such a manner as not to impair drainage within the road right-of-way, alter the stability of the road-way subgrade or materially change the drainage or adjacent areas where open shoulders or berms exist the grade of a paved driveway shall slope away from the highway pavement at the same rate as the existing shoulder for the prevailing width of the shoulder. The gradient of a driveway beyond this point (within the highway right-of-way) shall be not less than one half inch (1/2") per foot. Where a drainage ditch or swale exists, adequate pipe shall be installed under the driveway. Minimum diameter of such drainage or such drainage pipe shall be fifteen (15") inches.
16. Where a lot is traversed by a water course, drainage way, channel or stream nothing shall be constructed, nor shall any change in the contour or the land be made by the lot owner, which would impede the flow or natural drainage of said water course, drainageway, channel or stream.
17. The Grantor herein or its successors or assigns or an appointed committee of Terrace Mountain Property Owners shall maintain all roads as shown on the original plat of the subdivision as recorded in the Office of the Recorder of Deeds of Huntingdon County until such roads are accepted as part of the Union Township road system and taken over by the Township.
18. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning real estate situated in said Terrace Mountain to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any other covenant, together with the right to recover damages plus the cost of said violation.
19. Invalidity 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 or effect.

AMENDMENTS TO PROTECTIVE COVENANTS

1. The Terrace Mountain Property Owners Association may assess each lot owner a sum not to exceed Fifty (\$50.00) Dollars per year per parcel for the use, upkeep and maintenance of the rights-of-way within all sections of said Terrace Mountain and such other common facilities as created by this paragraph. The same may be delegated by the Terrace Mountain Property Owners Association to an appointed committee of Terrace Mountain property owners, and any assessment and levy shall be payable on or before the 31st day of each year thereafter. In the event of a resale of one or more of said parcels, then the obligation to pay the said Fifty (\$50.00) Dollars assessment shall become the obligation of the new owner(s). Upon acceptance by the Township of all roadways in the subdivision, the obligation to pay the aforementioned fee shall cease. This road fee shall be re-evaluated at least every five (5) years.

9. No structure shall be placed on any lot without approval in writing from the Terrace Mountain Property Owners Association. This consent shall not be unreasonably withheld. The Terrace Mountain Property Owners Association shall have the right to review building plans and sewage facilities. A permit must be obtained from the Huntington County Sanitary Administrative Committee prior to the installation of any sewage system.

10. This subdivision is intended for family residential purposes only. Therefore, no commercial or industrial uses shall be made of the said property and no signs, billboards or advertisement of any nature shall be installed on any lots in the subdivision nor upon any building erected thereon except for directional and street signs. No farm animals shall be kept, maintained or housed on the said lots or within any structure on the said lots.

15. All driveways shall be located, designed and constructed in such a manner as not to interfere or be inconsistent with the design, maintenance and drainage of the roadway with which it intersects. In particular, all driveways shall be constructed in such a manner as not to impair drainage within the road right-of-way, alter the stability of the roadway subgrade or materially change the drainage or adjacent areas where open shoulders or berms exist. The grade of a paved driveway shall slope away from the highway pavement at the same rate as the existing shoulder for the prevailing width of the shoulder. The gradient of a driveway beyond this point (within the highway right-of-way) shall be not less than one half inch ($\frac{1}{2}$ ") per foot. Where a drainage ditch or swale exists, adequate pipe shall be installed under the driveway. Minimum diameter of such drainage or such drainage pipe shall be fifteen (15") inches. Each property owner shall be required to have adequate drainage between his own driveway and the road system within the subdivision. Said drainage pipe which is required shall be of fifteen (15") inches in diameter.

18. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning real estate situated in said Terrace Mountain to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any other covenant, together with the right to recover damages plus the cost of said violation. The primary duty of enforcing these building restrictions shall be placed on the Terrace Mountain Property Owners Association.

TERRACE MOUNTAIN PROPERTY OWNERS ASSOCIATION

Attest:

Karl H. Benulthum
Secretary

By:

Richard A. Watts

President

BOOK 122 PAGE 576

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF HUNTINGDON :

On this, the 13th day of May, A.D., 1986, before me, the undersigned officer, personally appeared RICHARD A. WATTS, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and seal.

Barbara W. Parlett

BARBARA W. PARLETT, Notary Public
Huntingdon, Huntingdon Co., Pa.
My Commission Expires March 11, 1989



RECORDED May 14, 1986 JOHN P. MILLS, RECORDER

9032
Amended Certificate

STATE OF PENNSYLVANIA } SS:
COUNTY OF HUNTINGDON }
RECORDED ON THIS 14th DAY OF May A.D.,
19 86 IN RECORDER'S OFFICE OF SAID COUNTY
IN these BOOK
NO. 122 PAGE 574
GIVEN UNDER MY HAND AND SEAL OF SAID OFFICE THE
DATE ABOVE WRITTEN

John P. Mills
RECORDER

ENTERED FOR RECORD IN RECORDER'S OFFICE
OF HUNTINGDON COUNTY, PA, THIS 14th
DAY OF May A.D. 19 86
AT 11 A.M. BY B. Parlett
JOHN P. MILLS
TAXES
FEES 13.50
PAID BY R. B. Stewart

AMMENDMENTS TO DECLARATION OF PROTECTIVE COVENANTS
TERRACE MOUNTAIN, UNION TOWNSHIP
HUNTINGDON COUNTY, PENNSYLVANIA

1. The Terrace Mountain Property Owners' Association may assess each lot owner a sum not to exceed one hundred fifty (\$150.00) Dollars per year per parcel for the use, upkeep and maintenance of the rights-of-way within all sections of said Terrace Mountain and such other common facilities as created by this paragraph may be delegated by the Terrace Mountain Property Owners' Association to an appointed committee of Terrace Mountain property owners, and any assessment and levy shall be payable on or before the 31st day of each year thereafter. In the event of a resale of one or more of said parcels, then the obligation to pay the said one hundred fifty (\$150.00) Dollars assessment shall become the obligation of the new owner(s). Upon acceptance by the Township of all roadways in the subdivision, the obligation to pay the aforementioned fee shall cease. This road fee shall be re-evaluated at least every five (5) years.

13. No trucks, buses, old cars, or unsightly vehicles of any type or description may be left abandoned. All vehicles must have current registration, or be stored in a building.

20. Amendments to these COVENANTS may be made at any annual meeting provided that the proposed amendment being offered be in writing, and notice of said proposed amendment be mailed to all members of the Association, together with a copy of same, at least fifteen (15) days prior to the meeting at which said amendment shall come before the membership for vote. Any amendments to the COVENANTS must receive a seventy-five (75%) percent majority of the vote of the members present or by proxy in order to be adopted.

TERRACE MOUNTAIN PROPERTY OWNERS ASSOCIATION

By: *M. J. ...*

Dated: August 19, 2010 President

Attest: ~~_____~~
Secretary

These original restrictions are recorded in the Office of the Recorder of Deeds of Huntingdon County as Miscellaneous Book Volume 92, at Page 99 on July 6, 1976.

First amendments to the original restrictions are recorded in Book 122, Page 574, dated May 14, 1986.

These amendments to the original restrictions are recorded in Book 989 Page 704 dated

004102

RECORDED
HUNTINGDON COUNTY
PENNSYLVANIA
M. Gauker
2010 AUG 19 P 2:39
22.50
JANE E. HANKS
RECORDER OF DEEDS

COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF HUNTINGDON

On this, the 19 day of ~~Aug~~¹⁰, A.D., 2009, before me, the undersigned officer, personally appeared Michael Gauker,* known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

*as President of Terrace Mountain Property Owners Association.

In witness whereof, I hereunto set my hand and seal.

Michele D. Rupert (SEAL)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MICHELE D. RUPERT, NOTARY PUBLIC
HUNTINGDON BORO, HUNTINGDON CO., PA
MY COMMISSION EXPIRES FEB. 2, 2012

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of HUNTINGDON COUNTY, PENNSYLVANIA



Janet E. Hanks
Janet E. Hanks
Recorder of Deeds

Recorded AUG 19 2010
Janet E. Hanks, Recorder of Deeds