

DECLARATION OF PROTECTIVE COVENANTS
OF
SHY BEAVER LAKEVIEW ESTATES
Hopewell Township, Huntingdon County, PA.

1. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any additions thereto, change or alteration to be made until the plans and specifications showing the nature, kind, shape, height, material, floor plan, color scheme, location and approximate cost of such structure, and the grading plan of the lot to be built upon shall have been submitted to and approved by an architectural control committee consisting of Joel B. Garrett and Victor Martin. Said committee shall have the right to refuse to approve any such plans and specifications or grading plans for aesthetic or other reasons; and in so passing upon the same shall have the right to consider the suitability of the proposed building or structure, the materials to be used in the construction, the harmony thereof with the surroundings and the effect of said building or structure, as planned, on the outlook from the adjacent or neighboring properties. If said committee fails to approve or disapprove said plans and specifications within 30 days after submission, and if no suit to enjoin the erection of such structure or the making of such alterations has been commenced prior to the completion thereof, such approval shall not be required. In the event of death or resignation of either of the members of the committee, the remaining member shall have full authority to designate a successor or successors. Neither member of the committee, or its designated representative, is entitled to compensation for services performed in this connection. At any time, notwithstanding the foregoing, the legal owners of a majority of the lots in this subdivision shown on the plot plan above referred to shall have the power through a duly recorded written instrument to change the membership of the committee.
2. Building Location: No building shall be located on any lot nearer than thirty (30) feet from the edge of any right of way or nearer than thirty (30) feet to any 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.

*Addendum to Covenants
Recorded on April 14, 2004
Record Book 708, page 240*

4. No roads or roadways in the Subdivision shall be used as a race-track for trailbikes, motorcycles or any terrain vehicles, nor shall any mini bikes, dirt bikes or all terrain vehicles of any type be operated on any part of the Subdivision or adjoining lands herein
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 (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. Dogs, cats, or other household pets may be kept, except no animals may be kept, bred, boarded or maintained for any commercial purposes. All animals must be kept in a manner to conform with Protective Covenant #3, relating to nuisances and in structures which conform to the other Protective Covenants of the Subdivision.
- 7(a). No buildings except single family residences may be constructed on any property within the Subdivision, except for an area of approximately 10 acres located in the Southern corner of the Subdivision which may be used for multi-family dwellings.

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. All garbage and refuse shall be removed at least once a week during times when the premises are used.
9. **Sewage Disposal:** All sanitary sewerage from dwellings, buildings or other sources within the Shy Beaver Lakeview Estates Subdivision shall be disposed of through the use of the on site sewer system which is planned and will be constructed within the Subdivision. All property owners are required, at their own expense, to make connection to the sewerage system and to dispose of all their sewerage into the system. The connection to the system shall be made promptly upon the construction of a home, and sewerage shall not be disposed of temporarily in any manner except through the sewerage system for the Subdivision. All property owners within the Subdivision agree to pay such fees and charges as may be levied from time to time by the owners or operators of the sewerage system such as are necessary for the operation of the system. All property owners agree to obey the rules, regulations and requirements adopted by the Architectural Control Committee for the operation and maintenance of the sewerage system. It is understood and agreed that the property owners within the Subdivision and all other users of the system will pay the cost of the operation and maintenance of the system.
10. All residential structures shall have a minimum interior square footage of nine hundred (900) square feet, excluding the basement.
11. No trucks, buses, old cars or unsightly vehicles of any type or description may be left abandoned or stored on said lots.
12. **Easements or Rights-of-Way:** The Grantors reserve unto themselves, their successors and assigns, and all utilities serving the area, presently or in the future, the right to erect and maintain drainage courses, drainage pipe, and other drainage ways, telephone and electric light poles, for underground utilities, conduits, equipment, power, gas and water lines, or to grant easements or rights-of-way therefore, with the right of ingress for the purpose of erection or maintenance on, over or under a strip of land ten (10) feet wide at any point along any boundary of any lot in the Subdivision, except along any fifty foot right-of-way in the Subdivision. All utility easements shall be included in the fifty foot right-of-way as reserved on the Plan of Lots.

13. Mobile Homes: The use and storage of mobile homes, camping trailers and similar vehicles is prohibited within the Subdivision. No camping trailer or mobile home may be stored or used within the Subdivision at any time, including during construction of a residence.
14. Fuel Tanks: No fuel tanks shall be left exposed in the Subdivision. All fuel tanks shall be enclosed in the dwelling or accessory building or buried beneath the ground.
15. 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.

16. **Road Maintenance Fee:** The Grantors may assess each Grantee the sum of Fifty (\$50.00) Dollars, per year, per parcel, for the use, upkeep, and maintenance of the rights-of-way within all sections of said Subdivision and such other common facilities as the said Grantors may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the Grantors to an appointed committee of Subdivision property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every parcel within said Subdivision until paid and payment of said assessment and levy shall be due and 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 (\$50.00) Dollar assessment shall become the obligation of the new owner(s).
17. **Road Maintenance Late Fee:** Any assessment made pursuant to paragraph 16 shall include a late fee of Five (\$5.00) Dollars if made after its 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 owners' 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 property owners. No property owner who is in default of payment of the annual assessment lien as of February 1st of any year shall be entitled to vote.
18. **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 governmental unit takes over that portion of the roadway in the Subdivision on which that particular lot fronts.
19. **Resubdivision of Lots:** No ten (10) acre parcel in the Subdivision shall be subdivided into parcels of less than ten (1) acres unless the subdivider complies with all state laws and ordinances, including, but not limited to, on-site sewage disposal. No ten (10) acre parcel in the Subdivision shall be subdivided into smaller parcels containing less than four (4) acres.
20. **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 (25) years from the date these covenants are recorded, 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 the lots has been recorded, agreeing to change said covenants in whole or in part.

RECORDED

- 21. **Consent to Taking Over of Road:** The Grantees of all lots in the Subdivision hereby agree by accepting the deed to the said lot(s) on behalf of themselves, their successors and assigns, to consent to the taking over by the Township of any roadways forming part of the lot conveyed to the said Grantees and do further by acceptance of the said deed waive any further notice of taking over of the said road by the said Township and do specifically agree for themselves, their successors and assigns that they shall be entitled to no damages on account of the taking over of said roadway.
- 22. **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.
- 23. **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.

SHY BEAVER LAKEVIEW ESTATES

By: *Victor S. Martin*
Victor S. Martin

By: *Joel B. Garrett*
Joel B. Garrett

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF :

On this 20th day of February, 1986, before me a notary public in and for said County, came the above named Victor S. Martin and Joel B. Garrett who in due form of law acknowledged the foregoing to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and official seal the day and year aforesaid.

Sylvia T. Appleby (SEAL)
My Commission expires
SYLVIA T. APPLEBY, Notary Public
Huntingdon, Huntingdon Co., Pa.
My Commission Expires Aug. 15, 1988

RECORDED Feb 20 1986 JOHN P. MILLS, RECORDER