

OLDE CARRIAGE CROSSING

Returned to
owner

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Time 2:27 PM

DEC 18 1990

no. 17.50 Olm. Adde

C. E. LAUB
Register & Recorder
Mifflin County, Pa.

D E C L A R A T I O N

KNOW ALL MEN BY THESE PRESENTS, that The Nehemiah Partnership, being the owner of record of a certain tract of land situate in Brown Township, Mifflin County, Pennsylvania, a portion of which has been plotted and laid out into building lots on a Plan known as Olde Carriage Crossing, which Plan was approved by the Township Supervisors and recorded in the Office of the Recorder of Deeds in and for Mifflin County, Pennsylvania, in Plan Book 15, Pages 33 to 37, as amended in Plan Book 15, Pages 65 and 66, do declare that the tract so plotted and laid out into residential building lots by the aforesaid Plan shown as lots 1 through 67, inclusive, (hereinafter referred to as "said lots") shall from this day be and remain subject to the following restrictions and conditions, that is to say, lots 1 through 67, inclusive, as shown on said Plan shall be subject to said conditions and restrictions:

1. SINGLE FAMILY DETACHED DWELLING HOUSES. Only single family detached dwelling houses used for residential purposes may be erected on the said lots.

2. GARAGES. Any dwelling house erected upon said lots shall include, as part of its total structure, a garage suitable for the storage of at least two automobiles. Such garage shall be a complete enclosure with no more than three garage doors and a paved driveway leading to it. Paving material of the driveway may only be concrete, asphalt or brick.

3. LOT SUBDIVISION. Said lots may not be further subdivided.

4. APPROVAL OF PLANS. All building plans and specifications for all structures, which plans shall include the location of structures on the lot, shall require approval of the Olde Carriage Crossing Review Committee, (Review Committee) which approval shall not be unreasonably withheld providing the plans and specifications meet the requirements of these restrictions, the plans referred to above and all government requirements. The Review Committee shall consist of the managing partners of the Nehemiah Partnership. Upon submission of the plans and specs to any one of the managing partners, the Review Committee will review the plans and specs and approve or disapprove the plans, in writing, within two weeks of submission of the plans to the Review Committee. In the event written approval or disapproval of the plans is not received by the individual or entity submitting the plans within three weeks from the date of submission of the plans, the said plans shall be deemed to be approved. Only one signature of the two members on the Review Committee is required to approve or disapprove plans, which signature shall bind the review committee. In the event one or more of the members of the Review Committee is unable or

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unwilling to serve on the Committee, the remaining member(s) of the Review Committee may serve as the Review Committee, or he or she may appoint a successor Review Committee member to serve with him or her. Approval of plans as set forth in this paragraph 4 shall no longer be required fifteen (15) years from the date of this agreement. In the event the Review Committee ceases to exist or function permanently, this condition and restriction in this paragraph 4 shall terminate and become null and void.

5. CONSTRUCTION TIME. Any dwelling erected on said lots shall be completed within one (1) year from the date construction of said dwelling is begun.

6. MINIMUM SIZE. The ground floor area of any dwelling shall be not less than 1,500 square feet for a one-story dwelling and not less than 840 square feet for a two-story dwelling, provided, however, that any dwelling must have at least 1,500 square feet of finished, heated living area above ground, exclusive of garage, covered walks and porches.

7. MINIMUM VALUE. All dwellings shall have an appraised fair market value of not less than \$85,000.00 at the time of completion. Appraised value may include walks, driveways, patios, lawn, landscaping and any other improvements excepting swimming pools.

8. BUILDING SPECIFICATIONS. The height of any dwelling shall not exceed two (2) full stories above grade. The main roof of any dwelling shall have a pitch of not less than five (5) feet to twelve (12) feet. All dwelling construction must comply with all applicable minimum BOCA Code requirements. The exterior of any dwelling or structure may not have exposed cinder blocks.

9. FINISHED GRADE LEVEL. The finished grade of all property lines abutting streets shall be level with the top of the curb.

10. PROHIBITED STRUCTURES. No temporary, secondary or accessory buildings, including but not limited to outhouses, coops, sheds, or trailers of any kind may be built or maintained on the said lots. No tanks for storage of more than ten (10) gallons of gasoline or other combustible liquids, except heating fuels in approved tanks which are underground or in the garage or basement, may be maintained on any lot or within any structure. Mobile homes, double wides, modular homes, and log homes are prohibited. No radio or television antennas or satellite dishes may be erected or maintained on said lots.

11. SWIMMING POOLS. All pools must be of the in-ground type. Hot tubs, whirlpools and spas are permitted provided such are

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installed in an aesthetically appealing manner.

12. SETBACKS. No structure or portion thereof shall be erected within thirty (30) feet of any street. No fence, wall, hedge or mass planting in excess of thirty-six (36) inches in height may grow within thirty (30) feet of any street.

13. ANIMALS. No animals or fowl of any kind, other than usual house pets, shall be kept or maintained on any part of said premises, and such house pets shall be housed in the dwelling house.

14. OUTDOOR LIGHTING. All completed dwellings shall have an incandescent lamp of not less than 60 watts placed 20 feet from the curb which shall be used to illuminate the front of said premises from dusk to dawn every day. Said lamp shall be controlled by an automatic device set to turn on when daylight reduces to three (3) footcandles and shall be located on a standard lamp post.

15. PROHIBITED VEHICLES. No commercial or other non-passenger vehicle of any type, unlicensed or non-operational vehicles of any type, recreational vehicle or trailer (except motor homes or campers which are merely parked temporarily in front of or on said lot for no more than 72 hours in any one month period), shall be permitted to remain overnight on any storm water detention area as shown on the plan referenced above or on or in front of any said lot. A motor boat, house boat or other aquatic vehicle may be stored, maintained or kept on said premises only if stored completely within an attached garage.

16. BURNING. Burning of trash, leaves and debris is prohibited.

17. NUISANCE. No obnoxious, unsightly or offensive activity, including but not limited to vehicle repair, shall be conducted outdoors on any said lot or on the streets adjoining any said lot or on any storm water detention areas, nor shall any activity be permitted or committed thereon which may be or become a nuisance to the inhabitants of this subdivision.

18. SIGNS. No sign of any kind shall be displayed on any lot except a family name sign of not more than 144 square inches, or one temporary sign not exceeding 6 square feet advertising the property for sale. No such sign shall be illuminated.

19. NEAT APPEARANCE. All said lots shall be kept free and clear of overgrown weeds at all times. Every exterior wall of every building shall be maintained free of holes, breaks, loose or rotting boards or sills. All exterior surface material must

be painted, if applicable, in accordance with acceptable standards, and all siding materials must be kept in good repair. The exterior of all dwellings must be completely finished. All buildings shall be maintained in a structurally sound manner and in good repair.

20. TREES REQUIRED. Every dwelling shall be surrounded by a minimum of three (3) trees planted not later than six (6) months after completion of the dwelling. Such trees shall be upper canopy trees with a trunk caliper of 3 to 3.5 inches.

21. HOMEOWNERS' ASSOCIATION. Owners of residential lots shall be charged a reasonable annual fee commensurate with the cost to maintain the common areas to be used to maintain the common areas of the development. The Homeowners' Association shall be comprised of residential lot owners. Each residential lot shall have one vote in the Association. A Homeowners' Association shall be formed to maintain this account.

22. ENFORCEMENT. Failure of the Nehemiah Partnership to enforce, or to restrain the breach of any provision herein, shall in no wise be deemed a waiver of the right to do so, or as a waiver of such covenant. The Nehemiah Partnership, its successors and assigns shall not be responsible for the violation of any of these restrictions by a lot owner nor shall it be obligated to enforce compliance with any provision herein.

23. SAVING CLAUSE. The invalidation of any one of the foregoing restrictions or conditions by a Court shall in no way affect any of the other provisions herein which shall remain in full force and effect.

24. COVENANTS RUNNING WITH THE LAND. The above conditions and restrictions shall be deemed covenants running with the land.

IN WITNESS WHEREOF, The Nehemiah Partnership has caused this instrument to be signed by the general partners of the partnership this 17th day of December, 1990.

WITNESS:

THE NEHEMIAH PARTNERSHIP by:

Amelia Neatherton

Aaron B. Peachey
Aaron B. Peachey

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