

DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS
REGARDING THE OWNERSHIP AND USAGE OF LOTS

THIS DECLARATION, made and executed this 19th day of July, 2005, by **DARLA K. STEELE** and **RICHARD A. STEELE**, husband and wife; and **CINDY L. BLACK** and **CLAUDE BLACK**, husband and wife, (hereinafter referred to as the "Declarants").

WITNESSETH: THAT

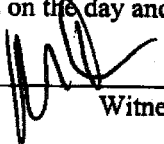
WHEREAS, Declarants are the owners of certain real estate situate in Liberty Township, Bedford County, Pennsylvania, being the same real estate which became vested in the Declarants by a deed dated April 16, 2004, as recorded in Bedford County Record Book 1015, page 336; and by a deed dated March 11, 2005, as recorded in Bedford County Record Book 1059, page 935; with said real estate having been subdivided into separate lots in accordance with that certain Plat showing lots to be sold in Weaver Woods Subdivision dated March 15, 2005, as prepared by Rick Steele, P.L.S. The said plan having been approved by Liberty Township and recorded in the Office of the Recorder of Deeds in and for Bedford County, Pennsylvania, on the 26 day of July, 2005, in Bedford County Plat Book 6, page 625.

NOW THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all persons having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

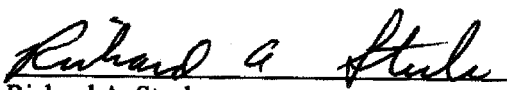
1. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, or natural calamities.
2. Within two (2) months after completion of a dwelling on a lot, debris and waste material remaining on the ground shall be picked up and properly and legally disposed of and said lot shall be landscaped, including the seeding of bare earth, in a workmanlike manner. If this time period is inconsistent with the normal planting season for Bedford County, Pennsylvania, this work must be completed during the next planting season.
3. Each lot owner shall construct and maintain suitable and adequate parking space on his lot for the parking of his vehicles and the parking of vehicles of his guests so that said vehicles, when parked, shall not obstruct or interfere with vehicular travel on any of the roadways.
4. No lot shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other waste of any type, be allowed to accumulate on said lot. Said rubbish, garbage, or other waste shall be kept in sanitary containers, and all such containers or other equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition and located in as inconspicuous a place as possible. No burning barrels will be permitted.
5. No fowl, swine, cattle, sheep, goats, horses or other domestic or wild animals shall be kept or maintained on any lot. This restriction shall not apply to dogs, cats, or other small domestic animals generally considered as pets, so long as said dogs, cats, or other small domestic animals are of a quiet and inoffensive nature.

6. No mobile homes or doublewide mobile homes shall be erected or maintained on any lot.
7. No structure of any kind shall be erected on any lot until the owner secures a building permit from Liberty Township at the owner's expense. The home shall have a minimum living area of one thousand, three hundred (1,300) square feet if it is a single-story home. The home shall have a minimum living area of one thousand eight hundred (1,800) square feet if it is a two-story home.
8. No disabled vehicles or boats shall be kept on any lot.
9. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarants herein, all persons having any right, title or interest in the described properties or any part thereof, and their heirs, successors and assigns.
10. Violation of any restrictions or conditions or breach of any covenant herein contained shall give the Declarants, in addition to all other remedies, the right to enter upon the property, or as to which such violation or breach consists and summarily to abate and remove at the expense of the owner thereof, any erection, thing or condition that may exist thereon, contrary to the intent and meaning of the provisions hereof; the Declarants shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, nor be liable for any damages occasioned thereby.
11. Since it is impossible to measure in money the damages which will accrue by reason of a violation of any of the provisions of this Declaration, if the Declarants and/or other persons shall institute any action or proceedings to enforce any provisions contained in this Declaration, any person against whom such action or proceeding is brought shall be deemed to waive the claim or defense therein that the Declarants and/or other persons have an adequate remedy at law, and such person shall not urge in any such action or proceeding, the claim or defense that such remedy at law exists. This remedy of specific performance shall be in addition to any and all remedies available to the Declarants and/or other persons, at law or in this Declaration.
12. Failure by the Declarants and/or other persons, however long continued, to object to any violation, or to enforce any restriction, condition, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or to one occurring prior or subsequent thereto.
13. If one or more of the restrictions, covenants and conditions contained herein shall be invalid or unlawful, it shall not affect the validity or enforceability of the remaining restrictions, covenants or conditions.
14. There shall be no buildings erected closer than fifty (50') feet to the street and twenty-five (25) feet to property lines.
15. Fifty (50%) percent of the trees over twelve (12") inches in diameter will remain standing to preserve the appearance of wooded lots.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seals on the day and year first above-written.



Witness



Richard A. Steele

BK 1080PG396

 Witness

 Witness

 Witness

Darla K Steele
 Darla K. Steele

Claude Black
 Claude Black

Cindy L. Black
 Cindy L. Black **Declarants**

... recorded in the Recorder of Deeds Office
 BEDFORD COUNTY-PENNSYLVANIA



Faith A Zembower 3
 Faith A. Zembower
 Recorder of Deeds

COMMONWEALTH OF PENNSYLVANIA :

BLAIR : ss.
 COUNTY OF ~~BEDFORD~~ :

On this, the 26 Day of July, 2005, before me, the undersigned officer, personally appeared RICHARD A. STEELE and DARLA K. STEELE, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Nancy C. Solack, Notary Public
 Holidaysburg Boro, Blair County
 My Commission Expires June 27, 2008
 Member, Pennsylvania Association of Notaries

NCS
 Notary Public

REG 07-27-05 03:10 PM
 NANCY LAFF 0001 38
 i

COMMONWEALTH OF PENNSYLVANIA :

: ss.
 COUNTY OF BEDFORD :

On this, the 26 Day of July, 2005, before me, the undersigned officer, personally appeared CLAUDE BLACK and CINDY L. BLACK, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

DECLARATION \$18.50
 INSTRUMENT # 5341
 INSTRUMENT # 7741
 CHECK REC. \$18.50

IN WITNESS WHEREOF, I hereunto set my hand and official seal

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Nancy C. Solack, Notary Public
 Holidaysburg Boro, Blair County
 My Commission Expires June 27, 2008
 Member, Pennsylvania Association of Notaries

NCS
 Notary Public