

Bolton Restr.

Lot No. 4 South seventy-seven (77) degrees eleven (11) minutes seventeen (17) seconds West two hundred forty-five (245.00) feet to an iron pin at the edge of a thirty-three (33) foot right-of-way; thence along the right-of-way South seventy (70) degrees forty-nine (49) minutes three (03) seconds East sixteen and fifty hundredths (16.50) feet to an iron pin; thence along the thirty-three (33) foot right-of-way South nineteen (19) degrees ten (10) minutes fifty-seven (57) seconds West ninety-nine and twenty-eight hundredths (99.28) feet to an iron pin, the place of beginning.

Row
 CONTAINING 0.889 acre, more or less, and being Lot No. 4 according to survey of George I. Phillips, III, Registered Surveyor, the Plan of said Subdivision being dated June 14, 1983, and denominated as Drawing No. 547-01-00.

The premises herein conveyed is **UNDER AND SUBJECT** to the following Protective Covenants:

1. Lot Use and Building types: The premises shall be known as Rural Residential. No structure shall be erected, altered, placed or permitted to remain on any building lot other than a detached single family dwelling, not to exceed 2 ½ stories high. A detached barn or outbuilding, and/or a detached or attached garage not exceeding the total square footage of the dwelling is permitted. However, a garage may be constructed on the above described premises without a single family dwelling so long as the adjoining lot is owned by the same owner and the adjoining lot contains a single family dwelling as provided in these covenants. Any dwelling may contain an owner-occupied business.

2. Building Location: No building shall be located on any lot nearer than 30 feet to the lot line, or nearer than 30 feet to any side street or interior 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 the premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

4. Temporary Structures: No structure of temporary character, including but not limited to, mobile homes, basements, tents, shacks, garages, barn or other outbuildings shall be used on the premises at any time as a residence, either temporarily or permanently.

5. Signs: No signs of any kind shall be erected on any lot except a professional sign of not more than one foot square or a sign advertising the premises for sale or rent, not more than five feet square, or a sign used by a builder to advertise the property during the construction and sales period of not more than five feet square.

6. Livestock and Poultry: No animals, livestock or poultry of any kind shall be raised, bred, boarded or kept on the premises. Dogs, cats or other household pets may be kept, provided that they are not kept, bred, boarded or maintained for any commercial purposes.

7. Garbage and Refuse Disposal: The premises shall not 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.

8. Sewage Disposal and Wells: All systems must be constructed in accordance with the requirements and standards of the local sewage enforcement officer. Approval of such systems as installed shall be obtained from such authority, when required by State Law.

9. The premises shall not be resubdivided.

10. No trucks, buses, old cars or unsightly vehicles of any type or description may be left abandoned on the premises.

A 11. Road Maintenance: The Buyers will pay to Sellers \$300.00 for road maintenance upon receipt of the deed for the premises. Thereafter, Buyers will pay annually, on or before the 1st day of January of each year, to Sellers or their assigns the sum of \$300.00 for road maintenance, and such annual payments shall be enforceable as a lien against the premises together with interest at the rate of 10% per annum on the total amount past due. The owners of the lots within the Bollinger Subdivision shall determine every six months the maintenance to be done.

12. Miscellaneous: Campgrounds, racetracks and horse riding are prohibited on the premises. The use of all terrain vehicles, mini bikes and mountain bikes are prohibited on the premises except the Buyers may have such vehicles for their personal use.

13. Terms: 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 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 within the Bollinger Subdivision, Drawing No. 547-01-00, has been

recorded, agreeing to change said covenants in whole or in part.

14. Enforcement: Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

15. Severability: Invalidation of any one these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

UNDER AND SUBJECT HOWEVER to a 33 foot right-of-way across the southern end of the property conveyed for the purpose of a roadway providing ingress, egress and regress to other properties of the Grantors and for the purpose of installation and maintenance of utilities and services to the properties of the Grantors. This 33 foot right-of-way is reserved for the benefit of the Grantors.

BEING the same premises conveyed by Ronald Bollinger et ux to Ronald R. Bollinger et ux by deed dated January 6, 2000 and recorded in the Huntingdon County Recorder's Office in Record Book 524, Page 426.

HAZARDOUS WASTE: The Grantors herein state that the above described property is not presently being used for the disposal of hazardous waste, nor to the best of their knowledge, information and belief, has it ever been used for the disposal of hazardous waste. This statement is made in compliance with the Solid Waste Management Act No. 1980-97, Section 405 35 P.S. 6018.405.