

COLES VALLEY ACRES COVENANTS

THIS SUBDIVISION SHALL BE SUBJECT TO THE FOLLOWING COVENANTS WHICH COVENANTS ARE TO RUN WITH THE LAND:

- (1) The Grantor hereby grants and conveys to the property owners, for their use forever, all the roads and right of ways shown on the attached plot or plan.
- (2) The Grantor may access each lot owner a sum not to exceed Thirty-Five (\$35) Dollars per year, per lot, for the use, upkeep and maintenance of the roads within all sections of said subdivision, and such other common facilities as the said Grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the Grantor to a committee of lot owners within said subdivision, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision, with the exception of those lots as listed at the end of this paragraph. Payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said lot, and on or before the 31st day of January each year thereafter. Where more than one lot is owned by a party or parties, in the event of a resale of one or more of said lots, then the obligation to pay the said \$35 per lot assessment shall become the obligation of the new owner(s).
- The following lots have no frontage or access on any subdivision road and are therefore excepted from the conditions of the above paragraph: #30, #36, #38, #40, #41, #43 and #44.
- (3) The Grantor reserves unto himself, his heirs and assigns the right to erect and maintain telephone and electric poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights of ways therefore, with the right of ingress and egress for the purpose of erection or maintenance on, over or under a strip of land fifteen (15) feet wide at any point along the side, rear or front lines of any of said lots.
- (4) No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with building operations; and in such cases, for a period of time not to exceed four (4) months. This shall not prohibit the erection of a toilet complying with the following provisions: All toilets constructed on said lots shall conform to the regulations of the appropriate County and State Health Department, and shall be placed in a secluded area.
- (5) The minimum size of any residence constructed shall contain at least 480 square feet on the main floor. This shall not include basement, garage, porch or carport. All exterior construction must be completed and closed in within eight (8) months of any commencement of construction. Where the residence shall be a mobile home the size shall be no smaller than 10' x 60' and shall be skirted within eight (8) months of installation on lot.
- (6) All of said lots shall be used for residential purposes only, and any garage or barn must conform generally in appearance with any dwelling on said lot. No trucks, buses or old cars or unsightly vehicles of any type or description may be left or abandoned on said lots. No signs, billboards or advertising of any nature shall be erected thereon, except directional and information signs of Grantor and property for sale signs by owner or agent of owner.
- (7) No building shall be erected closer than forty (40) feet from all road right of ways, nor closer than twenty-five (25) feet to the side or rear of the lot line, with the exception that when two or more lots are used together for the construction of one dwelling, then said twenty-five (25) foot set-back shall apply only to outside lines.

(7) continued; Special attention is directed to Pennsylvania Electric Company right of way through this sub-division. There shall be no building or construction within the said right of way, nor forty (40) feet from the edge of said right of way.

(8) 12" culverts must be used in all driveways leading from main subdivision roads, unless municipality directs otherwise.

(9) No lots in said subdivision may be resubdivided into lots less than two (2) acres.

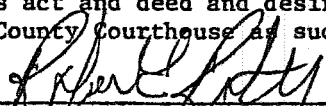
(10) Nothing herein is to be construed to prevent the Grantor from placing further covenants or easements on any lot in said subdivision which shall not have already been conveyed by them.

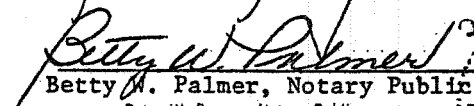
(11) If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants, either to prevent him or them from so doing or to recover damages or other dues for such violation.

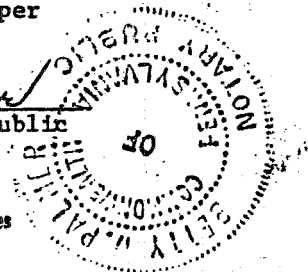
(12) Invalidation of any one of these covenants by judgement or Court Order, shall in nowise effect any of the other provisions which shall remain in full force and effect.

(13) The Grantee shall assume all responsibility for the obtaining of electrical service to the lot(s) herein conveyed.

Signed this 28th day of October 1981 by ROBERT E. RITCHEY, who personally appeared before me and declares the Protective Covenants herein contained, consisting of two pages containing thirteen (13) paragraphs to be his act and deed and desires it to be recorded in the Huntingdon County Courthouse as such.


ROBERT E. RITCHEY, Developer


Betty W. Palmer, Notary Public
Betty W. Palmer, Notary Public
McConnellsburg Borough, Fulton County
My Commission Expires Mar. 13, 1982
Member, Pennsylvania Association of Notaries



RECORDED Nov 3, 1981 JOHN P. MILLS, RECORDER