

DECLARATION OF PROTECTIVE COVENANTS

This Subdivision shall be subject to the following protective covenants, which covenants are to run with the land:

- (1) The grantor hereby grants and conveys to the property owners, for their private use forever, all the roads and right-of-ways shown on the attached plat or plan.
- (2) The grantor may assess the owners of all lots a sum not to exceed Twenty-Five Dollars (\$25.00) per year, per lot, for the use, upkeep and maintenance of the private roads providing ingress, egress and regress to said lots. The rights and responsibilities as created by this paragraph may be delegated by the grantor to a committee of lot owners, elected by the owners of the above specified lots, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision until paid, and payment of said assessment and levy shall be payable on or before the 31st day of January 1974, 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 said lots, then the obligation to pay the said Twenty-Five Dollars (\$25.00) assessment shall become the obligation of the new owner(s).
- (3) The grantor reserves unto itself, its successors or assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or right-of-ways therefor, 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 said lots.
- (4) No residence shall be constructed containing less than 400 square feet on the ground floor. This shall not include basement, garage, porch or carport. All exterior construction must be completed and closed within eight (8) months of the commencement of construction.
- (5) No part of any lot sold by the grantor may be sold or used as a road or as a right-of-way to any property outside of said subdivision. This covenant shall not apply until said lots are sold by the grantor.
- (6) All of said lots shall be used for residential purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on said lot.
- (7) No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any lots herein designated, nor upon any building erected thereon, except directional and information signs of grantor.
- (8) Sewerage and waste systems, as well as any toilets constructed on said lots, shall conform to the regulations of the appropriate Township, County, and State Health regulations.
- (9) 12" diameter culverts must be used in all driveways leading from main subdivision roads.

DEER RUN
DECLARATION OF PROTECTIVE COVENANTS (Cont'd.)

(10) No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lots.

(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 covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation(s).

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

KEYLAND, INC.

James M. Smith
Vice - President

State of Pennsylvania }
County of Huntingdon } ss.
On this 17th Day of December A.D., 1972
before me the subscriber, Recorder of Deeds,
Came the above named James M. Smith, Vice Pres.
and in due form of law acknowledging the fore-
going indenture to be his act and deed.
Desiring the same to be recorded as such.
Witness my hand and official seal, the day and
year aforesaid.

John P. Miller
Recorder of Deeds
Commission Expires 1976

RECORDER OF DEEDS
Commission Expires January 1, 1976

