

DECLARATION OF PROTECTIVE  
RESTRICTIONS AND COVENANTS  
LIGHTNER - MCCRAW  
PENN TOWNSHIP  
HUNTINGDON COUNTY, PENNSYLVANIA

1. All parcels in the tract shall be known as rural residential. Lightner and McCraw, or their assigns, reserve the right of approval of buildings design and materials including placement of building on lots. Out-buildings, and/or a detached garage may not exceed the total square footage of the dwelling.
2. Construction of exterior buildings must be completed within twelve (12) months from the start.
3. Building set-back minimums shall be as follows:
  - a. 40' from front property line.
  - b. 10' from side property line.
  - c. 10' from rear property line.
4. No lot as set forth in the Lightner - McCraw Subdivision may be subdivided to less than 1 acre.
5. If, in the future, state government, local government, any utility cooperative, or municipality requires the installation of public utilities systems within the area of which this is a part, the grantee, or grantees by the acceptance of this deed do hereby agree to pay their proportionate share of the cost and expense of the erection, maintenance and operation thereof, as the same costs are to be determined by the appropriate authorities.
6. No building of a temporary nature shall be erected or placed on said tract except those customarily used in connection with building operations; in such case, for a period of time not to exceed twelve (12) months.
7. No mobile homes may be placed upon lots in the Lightner - McCraw Subdivision without the approval of the Lightner and McCraw.
8. No trucks, buses, old cars, or unsightly vehicles unlicensed or uninspected of any type or description may be left abandoned or stored unless inside a building and out of sight.
9. No stream, water course, or spring on or near any tract may be contaminated, diverted or permanently blocked unless in keeping with the Pennsylvania Fish Commission or Huntingdon County Soil Conservation Department standards.
10. If subdivided to less than 10 acres, all grantees hereby covenant to consult the Huntingdon County Sewage Enforcement Officer before installing any on-site sewage facilities and no sewage facilities will be installed before appropriate permits are secured from government authorities.
11. No signs of any kind shall be erected on any lot except a professional sign not more than one (1) foot square, or a sign advertising the property for sale or rent, not more than five (5) feet square, or a sign used by a builder to advertise the property during the construction and sales period of not more than five (5) feet square.
12. Animals and livestock may be kept on the premises, not to exceed 1 per acre. No dogs or cats, would be allowed to roam the Lightner - McCraw Subdivision and all household pets, at all times, shall be kept under control by their owners. No animals shall be allowed to bark or make noise such as will annoy neighbors.

13. No parcel shall be used or maintained as a dumping ground for trash or rubbish. Trash, garbage or other wastes shall not be kept, except in sanitary containers. All trash shall be removed regularly from the premises and not allowed to accumulate. No burning of trash is permitted on the lots except burning of brush during periods of time approved by DER.

14. Camping trailers, mobile homes, and tents as designated specifically for camping or shelter are intended to be mobile in nature at all times. No equipment such as wheel, hitch or apparatus intended for the purpose of, or necessary to meet, highway regulations shall be removed. A camping unit shall not be parked on said premises for a period in excess of nine (9) consecutive months. A period of thirty (30) days shall expire prior to the return of said mobile unit.

15. All property owners are responsible to pay for their own road construction and maintenance.

16. Properties will be kept in a good state of repair as well as in a neat and orderly condition.

17. Nothing herein is to be construed to prevent Lightner - McCraw from placing additional covenants or easement on any tract still owned by them.

18. If the parties hereto, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any of the person or persons owning property situated in the said Lightner - McCraw Subdivision to commence any proceeding at law or in equity against the person or persons violating or attempting to violate any other covenants, together with the right to recover damages plus the cost of said violation.

19. Invalidation of any of these covenants by judgment or court order, shall in no way affect any remaining covenants or provisions of these covenants, which shall remain in full force and effect.

20. Grantees, their heirs, successors, or assigns, by acceptance of a deed from Lightner - McCraw, or their successors and assigns, agree with Lightner - McCraw that said restrictions and condition shall be covenants running with the land, and that any deed of conveyance of said premises, or any part thereof, to any person or persons, shall contain said restrictions and conditions and said restrictions and conditions shall be incorporated by reference in said deed.

The above listed protective restrictions and covenants shall apply to all lots hereafter sold and conveyed out of that certain parcel of land located in PENN TOWNSHIP, HUNTINGDON COUNTY, Pennsylvania, acquired by Paul A. Lightner and John R. McCraw t/d/b/a Lightner-McCraw Partnership by deed dated September 12, 1980, recorded September 17, 1980, in the Recorder's Office of Huntingdon County, Pennsylvania, in Deed Book Volume 158, page 494.

LIGHTNER-McCRAW PARTNERSHIP

By X [Signature]  
Partner

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF Suffolk :: SS.

On this 26th day of July, 1983, before me, the subscriber, a Notary Public in and for said County and State, came the above named PAUL A. LIGHTNER, who in due form of law acknowledged the foregoing Protective Restrictions and Covenants to be the act and deed of Lightner-McCraw Partnership, desiring the same to be recorded as such.

WITNESS my hand and official seal the day and year aforesaid.

[Signature]  
My Commission expires: March 27, 1985



RECORDED Aug 5, 1983 JOHN E. MILLS, RECORDER

DECLARATION OF RESTRICTIONS AND COVENANTS FOR HOLIDAY HILLS DEVELOPMENT

The following restrictions and covenants are in addition to the restrictions and covenants applicable to the Lightner-McCraw Plan which are recorded in Miscellaneous Book 114, at page 625, et seq., but apply only to the lots comprising the HOLIDAY HILLS DEVELOPMENT:

- 1) Mobile homes may be erected and maintained on the lots but said mobile homes must have a permanent foundation or, in lieu thereof, must be enclosed with skirting within a period of ninety days from the date the mobile home is placed upon the lot.
- 2) No owner of a structure erected on any lot shall permit the utilization of any type of weighted materials on the roofs of said buildings, except for the temporary protection of the building from damage, and in the event of the utilization of such materials, they shall be removed within a period of not more than SIXTY DAYS.
- 3) The owner or owners of each lot shall pay to the Developers, their designee or successors, the sum of ONE HUNDRED (\$100.00) DOLLARS annually for the purpose of maintaining the private roads and storm water management facilities within the Holiday Hills Development. Payments with respect to any lots purchased prior to JANUARY 1, 1986, shall begin to accrue as of JANUARY 1, 1986; payments with respect to lots purchased after JANUARY 1, 1986, will begin to accrue as of the purchase date. Payments of the amount due shall be made in quarterly payments of TWENTY FIVE (\$25.00) DOLLARS each on the first days of January, April, July and October.
- 4) Until such time as a sufficient number of lots have been sold to provide adequate funds for the maintenance of the roads and stormwater management facilities, the Developers shall be responsible for the payment of such amount as shall be expended for maintenance which is not covered by payments of other lot owners, but in no event shall the Developers have any responsibility after they have sold all of the lots in the Development. The Developers will open a special account into which all funds payable by the lot owners under the assessment will be deposited and from which all bills will be paid.
- 5) When TWENTY LOTS of Holiday Hills Development have been sold, a lot owners' association to be known as HOLIDAY HILLS LOT OWNERS' ASSOCIATION, and

to which all lot owners are members, shall assume the responsibility for the maintenance of the roads and storm water management facilities, and to whom all payments of assessments will thereafter be made. The members of this Association shall elect a committee of THREE PERSONS to administer the responsibilities of the Association with respect to road maintenance and with respect to the collection of assessments due. The owner or owners of each individual lot will be entitled to ONE vote and the Developers, so long as they are owners of two or more lots, shall be entitled to TWO votes in the election of the Committee.

6) Any payment due for road and storm water management facilities maintenance shall constitute a lien on the lot on which it is due until paid. Such lien shall bind each lot in the hands of the then owner or owners, his or their heirs, devisees, personal representatives, successors and assigns. In addition to the lien provided for herein, the owner or owners of the lot with respect to which payment has not been made shall remain personally liable for the amount due.

7) At such time as all the private roads and storm water management facilities within the Holiday Hills Development are taken over by the Penn Township Supervisors, all obligations and responsibilities with respect to the payment for road and storm water management facilities maintenance shall cease and any funds remaining unexpended will be returned to the lot owners proportionately. In the event some, but not all, of the private roads and storm water management facilities are taken over by the Penn Township Supervisors, the obligations and responsibilities with respect to the payment shall continue for those lot owners whose properties abut a private road which has not been taken over by the Supervisors.

8) At such time as the private road known as "Leasure Lane" within the Holiday Hills Development is presented for dedication to the Township authorities, if the Township authorities desire that the right-of-way of "Leasure Lane" be FIFTY feet in width, an additional FIVE feet of right-of-way running adjacent to and parallel with the existing right-of-way shall be dedicated by the lot owners abutting "Leasure Lane" for the use of the Penn Township Supervisors.

9) No lot within the Holiday Hills Development shall be subdivided.

ALL COVENANTS, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming title to any lands within the Development. In the event of a violation or breach of any of these restrictions or covenants by any property owner or occupier of any of the lands within the Development, the owners of lots

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in the Development, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms thereof, or to prevent the violation or breach of the terms hereof. The failure to enforce any right, reservation, restriction or condition, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto, and shall not bar or affect its enforcement. The invalidation by any Court of any restriction or covenant in this Declaration contained shall in no way affect any of the other restrictions or covenants, but they shall remain in full force and effect.

HOLIDAY HILLS DEVELOPERS

Francis X. Bender, Jr.  
Francis X. Bender, Jr.

Dorothy K. Bender  
Dorothy K. Bender

Walter N. Bond, II  
Walter N. Bond, II

Charlotte K. Bond  
Charlotte K. Bond

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF HUNTINGDON

:: SS.

On this 23<sup>rd</sup> day of August, 1985, before me a Recorder of Deeds in and for said County, came the above named FRANCIS X. BENDER, JR., DOROTHY K. BENDER, WALTER N. BOND, II and CHARLOTTE K. BOND, who in due form of law acknowledged the foregoing Declaration to be their act and deed and desired the same to be recorded as such.

John P. Mills (SEAL)  
My Commission expires: \_\_\_\_\_  
RECORDER OF DEEDS