

DECLARATION OF PROTECTIVE COVENANTS  
FOR

JACOB'S HEIGHTS, TODD TOWNSHIP, HUNTINGDON COUNTY, PENNSYLVANIA

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 a right of way over all roads shown on the attached plat or plan.
- (2) The Grantor reserves unto himself, his heirs 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 therefore, with the right of ingress and egress for the purpose of erection or maintenance on, over, or under a strip of land thirty (30') feet wide at any point along the side, rear, or front lines or any of said lots.
- (3) 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 provisions of Paragraph 8 below.
- (4) 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 the commencement of construction. 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.
- (5) All of said lots shall be used for residential and/or agricultural purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on the said lot.
- (6) 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 informational signs of Grantor.
- (7) No building shall be erected closer than 75 feet from the center of any street or road, nor closer than 25 feet to the side or rear of the lot lines with the exception that when two or more lots are used together for the construction of one dwelling, then said 25-foot set-back shall apply only to outside lines.
- (8) All toilets constructed on said lots shall conform to the regulations of the appropriate County and State Health Department, and be placed in a secluded area whenever possible.
- (9) No trucks, buses, old cars, or unsightly vehicles of any type or description may be left, stored or abandoned on said lots. The use of mobile homes and house trailers in said subdivision is unauthorized except temporary use of travel trailers, which is not to exceed a four (4) month period.
- (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 to them.
- (11) If the Parties hereto, 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 real estate situated in said subdivision to institute 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.
- (12) 15" diameter culverts must be used in all driveways leading from main subdivision roads.
- (13) Lots #1, #2, #4, #6, #7 and #8 have building set-back to the elevation of 1170 feet, due to flood plain.

(14) Invalidation of any one of these covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

(15) It is understood the Grantor will not be responsible for any charges made by utilities companies for their services.

IN WITNESS WHEREOF, the undersigned have executed these Restrictive Covenants to be covenants running with the land for the Jacob's Heights Subdivision in Todd Township, Huntingdon County, Pennsylvania on the 24th day of October, 1986.

Harvey J. Culler (SEAL)  
Harvey J. Culler

K. Aileen Culler (SEAL)  
K. Aileen Culler

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF FULTON : SS

ON THIS, the 21 day of NOV., 1986, before me, the undersigned officer, personally appeared, HARVEY J. CULLER and K. AILEEN CULLER, 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 have hereunto set my hand and official seal

Mary B. Hensrick (SEAL)

MARY B. HENSBRICK, NOTARY PUBLIC  
McCONNELLSBURG, PENN., FULTON COUNTY  
BY COMMISSION EXPIRES MAY 15, 1989  
Member, Pennsylvania Association of Notaries