

DECLARATION OF PROTECTIVE COVENANTS

Developer: James J. & Peggy S. Marter

Development: Lakeway Manor, Union Township, Huntingdon Co., Pa.

Address: RD #1, Box 406E Mount Union, Pa. 17066

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 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 thereon, 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 of 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 a time not to exceed four (4) months. This shall not prohibit the erection of a toilet complying with provisions of Paragraph 9.

(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. Only one (1) each residence is allowed per lot. 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 condition applies after grantor sells said lot.

(5) All of said lots shall be used for residential and/or recreational purposes only, and any garage or building 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 20 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 20 foot setback shall apply only to outside lines.

(8) No lot in said subdivision may be subdivided into more than two (2) lots. The minimum size of each lot subdivided, including the lot retained by the owner, shall not be less than two (2) acres.

LAKEWAY MANOR, Protective Covenants (Continued)

- (9) 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.
- (10) No trucks, buses, old cars or unsightly vehicles of any type or description not having current State Inspection, may be left, stored or abandoned on said lots. The use of Mobile Home and House Trailers in said subdivision is unauthorized except temporary use of travel trailers, which is not to exceed a four (4) month period. Motorcycles or other vehicles emitting excessive noise other than for ingress and egress are prohibited.
- (11) 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.
- (12) If the parties hereto 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 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 doing so or to recover damages or other dues for such violation.
- (13) 15" diameter culverts must be used in all driveways leading from main subdivision roads.
- (14) The grantor may assess each lot owner a sum not to exceed a prorated actual cost, per year, per lot, for the use, upkeep and maintenance of the roads within all sections of said subdivisions, 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 until paid, and 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 each January thereafter. Where more than one lot is owned by a party or parties assessment should be as for one (1) lot. In the event of a resale of one or more said lots, then the obligation to pay the said prorated assessment shall become the obligation of the new owner(s). This covenant as all these covenants are to be construed as running with the land.
- (15) Invalidation of any one of these covenants by judgement or Court Order, shall in nowise affect any of the other provisions which shall remain in full force and effect.
- (16) Farm animals are limited to two (2) of a kind. No Swine whatsoever are permitted. Pigeons, Ducks, Birds and Fowl of all types are limited to one hundred (100) total combined species.

LAKEWAY MANOR, Protective Covenants (Continued)

NOTICE: JAMES J. & PEGGY S. MARTER, ONLY AGREES TO SELL THE HEREIN DESCRIBED REAL ESTATE SUBJECT TO THE EXPRESS CONDITION THAT IT SHALL BE THE RESPONSIBILITY AND OBLIGATION OF THE PURCHASER TO COMPLY WITH ALL LAWS PRESENTLY OR HERFINAFTER ENACTED REGULATING THE USE OF SAID REAL ESTATE. PURCHASER ADMITS THAT JAMES J. & PEGGY S. MARTER, THEIR AGENTS AND EMPLOYEES HAVE NOT MADE ANY REPRESENTATIONS OR OFFERED ANY OPINION CONCERNING ANY PRESENT OR SUBSEQUENT ENACTED LAW, BURFAUS, COMMISSIONS AND/OR AUTHORITIES THAT RESTRICT OR BURDEN THE USE OF LAND IN PENNSYLVANIA. PURCHASER ADMITS KNOWLEDGE OF THE FACT THAT GOVERNING BODIES HAVE POWER TO ENACT LAWS CONTROLLING THE USE OF LAND AND THAT SUCH LAWS HAVE A RETROACTIVE EFFECT. PURCHASER ADMITS BEING CAUTIONED TO CONSULT WITH HIS, HER OR THEIR ATTORNEY BEFORE PURCHASING.

The undersigned hereby acknowledge receipt of a copy of this DECLARATION OF PROTECTIVE COVENANTS for the aforementioned development from JAMES J. & PEGGY S. MARTER, and that the undersigned has made a personal on-the-lot inspection of ALL THAT CERTAIN lot or piece of ground situated in LAKEWAY MANOR, Huntingdon County, Pennsylvania, BEING LOT No. 31, described in a Certain Subdivision PLAN of LAKEWAY MANOR, made by HOMER L. ROURKE, Registered Surveyor, Huntingdon, Pennsylvania, on the 28th day of FEB A.D. 1979, and recorded in PLAN BOOK No. 2 Page 144 in the office of the Recorder of Deeds, in and for Huntingdon County, Pennsylvania, which is the same lot or lots for which the undersigned is about to execute a contract of sale.

Dated FEB 9, 1979

x Richard Leroy Sheetz
Purchaser

Witness J. Mante

x W. Leon Coby
Purchaser

Salesman J. Mante

J. Mante
Seller