

DECLARATION OF PROTECTIVE
RESTRICTIONS AND COVENANTS

LETITIA SPRINGS
TODD TOWNSHIP,
HUNTINGDON COUNTY, PENNSYLVANIA

Robert Schrack and Pamela Schrack, his wife, are the owners of a tract of land situate in the Township of Todd, County of Huntingdon and Commonwealth of Pennsylvania, containing approximately forty-two (42) acres which parcel has been heretofore known as Tax Parcel #49-09-16, a portion of which has been designated as "Letitia Springs" by survey of Keystone Land Surveying, Inc., which surveyed portion is now recorded in the Office of the Recorder of Deeds of Huntingdon County in Plat Book 2, at Page 112 and which parcel is a part of the same property title to which became vested in Robert Schrack and Pamela Schrack, his wife, by deed of Harry L. Beatty and wife dated November 7, 1977 and recorded in the Office of the Recorder of Deeds of Huntingdon County in Deed Book Volume 140, at Page 601.

Robert Schrack and Pamela Schrack, his wife, for themselves, and their successors in title to the lands known as "Letitia Springs", hereby declare that the same shall be held subject to and with the benefit of the restrictions and covenants set forth in this Declaration, it being the intent of this Declaration that any and all grantees and their respective successors in title to lands in the Letitia Springs Subdivision shall, by acceptance of conveyance of land in the restricted area, hold their lands subject to and with the benefit of said restrictions and covenants running with the land and as equitable servitudes for the mutual benefit of such lands and their owners in order to assure the proper development of Letitia Springs:

1. All parcels in the tract shall be known as rural residential. Seller reserves the right of approval of building design and materials. Out-buildings, and/or a detached or attached garage may not exceed the total square footage of the dwelling.

2. Construction of exterior buildings must be completed within nine months from start.

3. Building set-back minimums:

- A. 50' from front property line.
- B. 30' from any side property line.
- C. 30' from any rear property line.

4. If, in the future, state government, local government, any utility cooperative, or municipality expects, or 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.

5. No building of a temporary nature shall be erected or placed on said tract except those customarily erected in connection with building operations; in such case, for a period of time not to exceed nine months.

6. No trucks, buses, old cars, or unsightly vehicle of any type or description may be left abandoned or stored unless inside a building.

7. 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.

8. The Grantees hereby covenant to consult the Huntingdon County Sewage Enforcement Officer before installing any on-site sewage facilities.

9. No signs of any kind shall be erected on any lot except a professional sign of not more than one (1) foot square, or a sign advertising the property for sale or rent, not more than five (5) square feet, or a sign used by a builder to advertise the property during the construction and sales period of not more than five (5) square feet.

10. No animals, livestock, or poultry of any kind shall be raised, bred, boarded or kept on any parcel except one horse or one cow per three acres of land. Dogs, cats, or other household pets may be kept, provided they are not kept, bred, boarded or maintained for any commercial purposes.

11. No parcel shall be used or maintained as dumping grounds for rubbish. Trash, garbage or other waste shall not be used, except in sanitary containers. All incinerators or other equipment whether for storage or disposal of such material shall be kept in a clean and sanitary condition.

12. Grantor reserves the right to approve the use of any mobile home. 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 purposes 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.

13. No further subdivision of any parcel within the development is permitted.

14. Nothing herein is to be construed to prevent the Grantor from placing additional covenants or easements on any tract in said Letitia Springs which shall not have already been conveyed by it.

15. 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 said Letitia Springs to commence any proceeding at law or in equity against the person or persons violating or attempting to violate any other covenant, together with the right to recover damages plus the cost of said violation.

16. 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 or effect.

17. The Grantee, his heirs, or assigns, by acceptance of this deed, agrees with the Grantor, its successors or assigns, that said restrictions and conditions shall be covenants running with the land, and that in any deed of conveyance of said premises, or any part thereof, to any person or persons, said restrictions and conditions shall be incorporated by reference to this deed and the record hereof or as fully as the same are contained herein.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have hereunto set their hands and seals this 4th day of November, 1977.

Robert Schrack (SEAL)
Robert Schrack

Pamela Schrack (SEAL)
Pamela Schrack

WITNESSES:

Laura Hammer

Laura Hammer