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~~The Grantor herein does hereby grant and convey unto the Grantees the use in common with other lot owners in the Moore Acres Subdivision of such a right-of-way as was conveyed to the Grantor by deed of Doyle W. Hamman, Executor of the Estate of Wilmer C. Hamman and recited above, and of a right-of-way as obtained by deed of John L. Morgan and recorded in Huntingdon County Deed Book 159, Page 729.~~

~~This deed is made in conjunction with a Resolution of the Board of Directors of the Monroe Valley Land Company, Inc., passed at a meeting of the corporation held on February _____, 1981.~~

DECLARATION OF PROTECTIVE COVENANTS
of
MONROE VALLEY LAND COMPANY, INC.

a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and having a principal place of business at R.D. 2, Three Springs, Huntingdon County, Pennsylvania.

The subdivision known as MOORE ACRES situated in Shirley Township, Huntingdon County, Pennsylvania, shall be subject to the following protective covenants, which covenants are to run with the land:

(1) All property lines within said subdivision run to the middle of the roads when applicable, and all lots within said subdivision shall be subject to a right-of-way for roads as shown on the recorded plan for said subdivision. All roads and rights-of-way as shown on said plan shall be for the benefit of the property owners of said subdivision.

(2) The Grantor may assess each lot owner a sum not to exceed Twenty-Five (\$25.00) Dollars per year, per lot, for the use, upkeep and maintenance of the roads within all sections of said subdivision, 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 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 \$25.00 assessment shall become the obligation of the new owner(s).

(3) 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 rights of way therefore, 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 of said lots.

(4) No building of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection

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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 the provisions of Paragraph 9 below.

(5) 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.

(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 the 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 buildings erected thereon, except directional and information signs of the Grantor.

(8) No building shall be erected closer than thirty-five (35) feet from the center of any street or road, nor closer than twenty (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 set-back shall apply only to outside lines.

(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 whenever possible.

(10) No lots in said subdivision may be resubdivided into lots less than two (2) acres.

(11) 12" diameter culverts must be used in all driveways leading from main subdivision roads.

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

(13) 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.

(14) If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants

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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.

(15) Invalidatation 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.

(16) The Grantee shall assume all responsibility for the obtaining of electrical service to the lot herein conveyed.

(17) For the purpose of Protective Covenants Nos: 3 and 8 above, where applicable 15 foot right-of-way and 20 foot set back requirements shall be measured from the edge of the right of way for roads in said subdivision.

MONROE VALLEY LAND COMPANY, INC.

By: Wilbur C. Moore
Wilbur C. Moore, President

Attest

Robert R. Moore
Robert R. Moore, Secretary

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF HUNTINGDON : ss.

On this 18th day of November, 1980, before me, the undersigned officer, personally appeared WILBUR C. MOORE and ROBERT R. MOORE, who acknowledged themselves to be the President and Secretary of Monroe Valley Land Company, Inc., and that being authorized to do so as such officers, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.
WITNESS my hand and seal the day and year aforesaid.

Barbara J. [Signature]