

DECLARATION OF PROTECTIVE COVENANTS

1. Only one single family residence shall be erected or placed upon each parcel and such building shall never be used or occupied for any purpose except that of a private residence exclusively by not more than one family at any one and the same time; nor shall such building be arranged for use as flats or apartments; nor shall any parcel or part thereof ever be used or occupied for a trade or business of any kind whatsoever; nor shall any parcel be re-subdivided into building lots or for any purpose whatsoever.
2. Use of mobile homes, whether on a permanent foundation or not, is prohibited.
3. 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 six months. Contractors are to provide adequate soil erosion protection measures during construction.
4. No building shall be erected closer than twenty (20) feet from the front of the property (roadline); no closer than ten (10) feet from the side or rear of the property line.
5. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said lots.
6. All sewage disposal systems must be constructed in accordance with the requirements and standards of the State and Local Sewage Laws and Regulations.
7. No domestic animals other than household pets of the private residence shall be permitted, and all pets shall be controlled so as not to create a nuisance to an adjoining property.
8. No noxious or offensive activities shall be carried on or upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
10. No signs, billboards or advertising of any nature shall be erected, placed or maintained on any parcel herein designated nor upon any building erected thereon; excepting safety and directional information of the Grantors.
11. Any garage or barn or other building appurtenant to the residence shall conform generally in appearance with the dwelling on the lot.

Map Plan Book 5, Page 74.

12. Nothing herein is to be construed to prevent the Grantors from placing further covenants or easements on any lot in said subdivision which shall not have already been conveyed by them.

13. If the parties hereto or 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 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 such covenants, either prevent him or them from so doing or to recover damages or other dues for such violation.

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

15. These covenants and each and every one of them are to run with the land and shall be binding upon all parties who purchase or possess land in the said subdivision, their heirs, successors and assigns and upon all persons claiming under them.

Donald W. Graham
Donald W. Graham

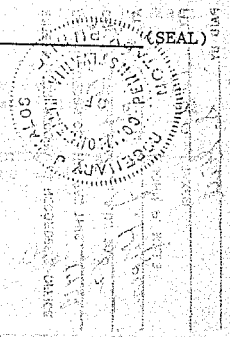
Shirley M. Graham
Shirley M. Graham

COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF HUNTINGDON

On this, the 6th day of July, 1982, before me, a Notary Public, in and for said County, came the above named Donald W. Graham and Shirley M. Graham who in due form of law acknowledged the foregoing Protective Covenants to be their act and deed, and desired the same to be recorded as such.

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

Rosemary J. Kalas
ROSEMARY J. KALAS, Notary Public
Huntingdon, Huntingdon County, Pa.
My Commission Expires July 12, 1986



RECORDED Aug 17, 1982 JOHN E. MILLS, RECORDER