

(168.95) feet to a point; thence continuing along the western edge of Loveland Drive south seventeen (17) degrees forty-seven (47) minutes east fifty-seven and nineteen hundredths (57.19) feet to a point, the place of beginning. BEING Lot No. 3 in the Subdivision Plan of the Northerly Tract of Pleasant Valley Farm as recorded in Huntingdon County Plan Book 2, Page 92. CONTAINING fourteen and three hundred eighty-three thousandths (14.383) acres as surveyed October 6, 1976 by Stephen V. Heine, Registered Professional Engineer.

UNDER AND SUBJECT to the twenty (20) foot utility easement as shown on the aforementioned Subdivision Plan.

ALSO UNDER AND SUBJECT to an easement for overhead electric wires of the Valley Rural Electric Cooperative, Inc., as well as rights-of-way for public highways.

The above lot being a portion of a larger tract of land which James W. Foster and Ralph S. Foster, by their Deed dated July 12, 1958 and recorded in the Office of the Recorder of Deeds for Huntingdon County, Pennsylvania on July 12, 1958 in Deed Book 33, Page 235, conveyed to Charles F. Zinn and Ruth Loveland Zinn, his wife, the Grantors herein.

UNDER AND SUBJECT, NEVERTHELESS, to the following restrictions, which are deemed to be covenants running with the land:

1. Only one single family residence shall be erected or placed upon any one lot or 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 (a single family shall be construed as a family unit which may include near relatives residing with the principal family); nor shall such building be arranged or ever used as flats or apartments; nor shall any lot or part thereof ever used or occupied for trade or business of any kind whatsoever; nor shall this parcel be re-subdivided into building lots or for any other purpose whatsoever.

1a. The southwestern portion of Lot No. 3, containing seven and nine hundred fifty-six thousandths (7.956) acres and lying between Legislative Route 31048 and Pennsylvania Highway Route No. 26 and bounded on the southwest by lands of the Stone Creek Valley Association, shall be preserved in its present natural state insofar as is possible. Flora of this portion of Lot No. 3, including trees, shall be preserved; and only specific individual trees that are a threat to human safety may be cut or otherwise removed. No building or other improvements which would disturb the existing ecosystem shall be permitted on this portion of Lot No. 3.

2. Said private residence building shall be of substantial and permanent construction; and shall cost not less than \$75,000.00 according to 1986 building costs - excluding costs of on-site sewerage, water and private lane and landscaping. The minimum size of the residence structure shall be 800 square feet on the main floor. This floor space shall not include the basement, garage, porch or carport. All building exterior construction shall be completed within one year from the date of commencement of construction. In particular, no house trailers or other movable type structures shall be placed on any parcel.

3. As appurtenant to the residence and to be used only in connection with it, a one-to-three car garage may be erected on a lot or parcel. Also, a substantial small building may be erected at a point of convenience, subject to the set-back of seventy-five feet from any adjoining highway and all property lines, for the protection of equipment used in the care of grounds and in agricultural, woodlot, conservation and private recreation of a resident family. In particular, a recreational trailer and a recreational boat and other recreational vehicles may be housed in the garage or in the separate small building specified in this paragraph.

4. No building shall be erected within seventy-five feet of any property line of any lot or parcel.

5. Erosion shall be controlled by appropriate practices as recommended by agencies of the Huntingdon County Conservation Agency. Vegetative cover shall be maintained. Large shrubs, trees and buildings shall be restricted from utilities, underground easements and associated constructions. Landscaping shall be developed with concern for vehicular safety factors near intersections. The planting of low shrubs as roadway and private lane protection against snow drifting, where needed, is recommended.

6. All water and sewerage systems shall be installed according to the regulations and directions of Pennsylvania departments and county and municipal bodies having responsibility for such matters. No drain or field lines from a septic tank or other sewerage facility shall be placed closer than fifty feet to any property line of a parcel.

7. No domestic animals other than household pets of the private residence shall be permitted, and all pets shall be controlled so as to not create a nuisance to an adjoining property. Nuisances shall include, but not be limited to trespassing and excessive noise. In particular, riding horses of a resident family may be exercised or grazed on that resident's parcel, but not closer than fifty feet from an adjoining property line. No horse or pony shall be stabled on this parcel.

8. All trash, junk and waste material shall be properly confined or containerized and shall be promptly removed on a regular basis. Storage of waste material, old automobiles and parts upon any parcel is prohibited.

9. 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.

10. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful for the Grantors, or any other person or persons owning real estate situate in the Pleasant Valley Farm residential subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, either to prevent him or them from so doing or to recover damages or other dues for such violation.

11. Invalidation of any 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.