

## SHALE ROCK FARM, INC.

Raystown Reach Developments  
Declaration of Protective Covenants and Restrictions

1. The Grantor hereby grants and conveys to the property owners, for their use forever, all the roads and rights of way shown on the plan of lots for Raystown Reach Development. Such use and conveyance is limited to the plan of lots, property, and its corresponding acreage only. Grantor hereby prohibits the extension of any roads or mainline utilities beyond the subdivision by property owners for any use, without prior written permission of Grantor. Grantor reserves the right forever to use such rights of way to extend any of such roads or underground utilities for Grantor's use at Grantor's discretion.
2. The Grantor shall assess each lot owner a sum of One Hundred and Fifty /00 (\$150.00) 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. Grantor may increase that amount to accommodate for increased costs at Grantor's discretion. However, any such increase may not exceed 30% per year. 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 1<sup>st</sup> day January each year thereafter. Where more than one lot is owned by a party or parties the amount due as specified herein shall apply to each lot owned. In the event of a resale of one or more said lots, then the obligation to pay the said assessment shall become the obligation of the new lot owner(s).

At Grantor's discretion when sufficient lots have been sold, a lot owners association to be known as the "Raystown Reach Lot Owners Association" shall be formed. All lot owners shall be members of the Association, and shall assume the responsibility for the maintenance of the road(s) and other common facilities and with respect to the collection of assessments. Such responsibility will include all aspects of road maintenance, storm water management, any common facility or structure, and snow removal. The lot owners shall be entitled to exercise one vote per lot owned in all property owners' association matters.

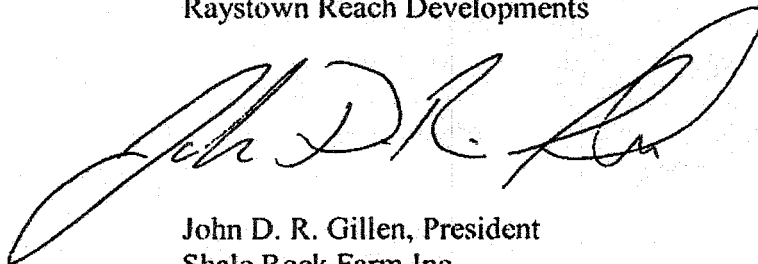
3. All lots shall be used for residential purposes and owners are responsible to obtain building permits prior to building. Mobile homes and doublewide trailers will not be permitted. Campers are not permitted. Modular homes will be permitted. No structure, except as herein provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached family dwelling, located on a foundation extending below the frost line which encompasses the perimeter of the structure, and, no more than two (2) one story accessory building(s) which may include a detached private garage, provided the use of such dwelling or accessory does not include any activity normally conducted as a business. Such accessory building(s) may not be constructed prior to the construction of the main dwelling, unless set back 200 feet from roads and other common facilities, and 100 feet from adjoining property lines within said subdivision. Provided, however, that said setbacks are available on the applicable lot, and, that setback distances between the accessory building and adjoining property lines are maintained as undisturbed and wooded, and, that the accessory building shall conform substantially with the style and exterior finish of the main dwelling.

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4. All owners that build or excavate on lots are responsible for and must use storm water Best Management Practices (BMP's) to control erosion & sediment. One cubic foot of water, per Eight square feet of rooftop, will be the BMP installation requirements per lot to accommodate infiltration. One Dry Well will accommodate 250 cubic feet of water, based on an average 2000 square feet of roof top by using the dimensions: 5' deep 5' x 10'.
5. All houses and other structures must be completed within one year after commencement of construction.
6. No building of a temporary nature shall be erected or placed on any of the subject lots except those customarily erected in connection with 'building operations'; and in such cases, will be earth tone in color only, and for a period of time not to exceed six (6) months. Owners are responsible to obtain any permits required for such structures prior to erection.
7. No structure is permitted within any utility line or electric transmission line right-of-way, if applicable, unless first permitted in writing by the respective utility company granted such right-of-way.
8. All construction sites must be maintained as debris-free to the extent possible during the construction of any residence or permitted accessory building. All residences and permitted accessory buildings must be constructed in accordance the PA Uniform Construction Code.
9. Prior to building all plans are to be approved and initialed in writing by John Gillen and or his architectural committee or assigns, and such approval shall not unreasonably be withheld.
10. Vehicles without valid registration may not be parked or stored on any of said lots. Boats and motor homes may not be stored or parked unless setback a minimum of 100 feet from the closest edge of the right-of-way of roads and other common facilities, 75 feet from adjoining property lines within said subdivision, maintaining setback distances between the accessory building and adjoining property lines undisturbed and wooded; and in such cases, will be for a period of time not to exceed six months.
11. Livestock, excluding horses, will not be permitted. One horse per three acres of property owned will be permitted.
12. No signs, billboards or advertising of any nature shall be erected, placed or maintained on any lot, except one professional sign of not more than five square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction or sales period.
13. It shall be the responsibility of each lot owner to prevent any unclean, unsightly or unkept conditions of buildings or grounds on such lot that shall tend to substantially decrease the beauty of the neighborhood as a whole.

14. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.
15. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Grantor. However, the Grantor hereby expressly reserves the right to Grantor, its successors or assigns, the right to re-plot any two (5) or more lots shown on the plat of any said subdivision, section, block, or part thereof prior to delivery of deed in order to create a modified building lot or lots. The restrictions or and covenants herein apply to each such building lot so created.
16. There shall be no timbering or clear-cutting of any lot contained in the subdivision without the written approval of the "Raystown Reach Lot Owners Association". This restriction shall not apply to the cutting of timber necessary for firewood for onsite use, or, to prepare a homesite, accessory building, and the like for construction.
17. Nothing herein is to be construed to prevent the Grantor from placing further covenants or easements on any lot in said subdivision that shall not have already been conveyed by them.
18. The protective Covenants and Restrictions as set forth in this declaration shall be deemed covenants running with the land and shall be binding upon the Grantor herein, the Grantees herein, their heirs, any future owners, executors, administrators and assigns.
19. In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction in this Declaration of Restrictions contained shall in no way affect any of the other restrictions, but they may remain in full force and effect.

DATED: November 14, 2005  
Raystown Reach Developments



John D. R. Gillen, President  
Shale Rock Farm Inc.

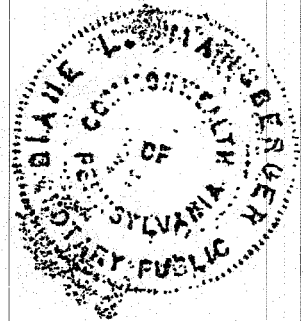
COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF HUNTINGDON

On this 14<sup>th</sup> day of November, 2005, before me, the subscriber, a notary public in and for said Commonwealth and County, personally appeared JOHN D.R. GILLEN, who acknowledged himself to be the President of SHALE ROCK FARM, INC., and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as President.

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

*Diane L Mansberger* (SEAL)  
My Commission Expires:

Notarial Seal  
DIANE L. MANSBERGER, Notary Public  
Huntingdon Boro, Huntingdon County, PA  
My Commission Expires April 4, 2009



ENTERED  
HUNTINGDON COUNTY  
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NOV 14 2 50 PM '05  
1850  
JANET E. HANKS  
RECORDER OF DEEDS

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of HUNTINGDON COUNTY, PENNSYLVANIA



*Janet E. Hanks*  
Janet E. Hanks  
Recorder of Deeds

Recorded NOV 14 2005  
Janet E. Hanks, Recorder of Deeds