

Declaration of Protective Covenants

1. No Trucks, Buses, old Cars, or unsightly vehicles, or JUNK of any type or description may be left or abandoned on said Lots.
2. No domesticated or wild animal or fowl (cattle, sheep, hogs, chickens etc.) will be kept on said lots. Ten acres or more excepted.
3. The use of mobile homes is permitted but must be a minimum of 12' x 60' or the equivalent and installed in an orderly manner. Camping trailers on a temporary basis are approved.
4. Planning commission regulations requires that no building shall be erected closer than forty (40) feet from all roads right-of-ways nor closer than twenty-five (25) 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 the said 25 foot set-back shall apply only to the outside lines.
5. No signs, billboards, or advertising of any nature shall be erected, placed or maintained in said development nor upon any building erected thereon, except directional and information signs of Grantor, and property for sale signs by owners and agent for owner.
6. 12" diameter culverts must be used in all driveways connecting to subdivision roads, if culverts are required.
7. All of said lots shall be used for residential purposes only, and any garage or barn must conform generally in appearance with any dwelling on said lots. Ten acres or more excepted.
8. The Grantor hereby grants and conveys to the property owners, for their use forever, all the roads and right of ways shown on the Plot and Plan of Rothrock Acres Development.
9. Each lot owner in said development shall be equally responsible for the use, upkeep, and maintenance of the roads within the subdivision. The rights and responsibilities of above paragraph may be delegated to a committee of lot owners elected by the property owners.
10. The following lots are exempt from paragraph #9 as they have no frontage on subdivision roads. Lots #1, #2, and #3.
11. The Grantor reserves unto himself, his heirs and assigns the right to erect and maintain telephone and electric poles, conduits, equipment, sewer, gas and water lines, or to grant easements or rights of ways 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.
12. There is no currently existing sewage system available to the property and that a permit for an individual sewage system may have to be obtained pursuant to Section 7 of the Pennsylvania Sewage Facilities Act of June 24, 1966 (1965, PL 1535, No. 537) as amended by Act No. 280 of 1976. Ten acres or greater is currently exempt from Paragraph 12.

RECORDED JUNE 12 1985 JOHN P. MULLS, RECORDER

County of FULTON  
State of PENNSYLVANIA

On this 7th day of May, 1985 personally appeared before me Gerald H Peck and Harriet Lucille Peck, whose signatures appear on this document and they declared this to be their act and deed and desire it to be recorded as such.

*Gerald H. Peck*  
*Harriet Lucille Peck*

*Betty W. Palmer*  
*Notary Public*  
My Commission Expires Apr. 7, 1986

RECORDED  
INDEXED  
MAY 15 1985  
COUNTY OF FULTON  
STATE OF PENNSYLVANIA  
BOOK 119 PAGE 668  
RECORDED ON 1985 MAY 15 10 30 AM  
COUNTY OF FULTON

BOOK **120** PAGE **307**

RECORDED

AMENDMENT to ROTHROCK ACRES DEVELOPMENT DECLARATION OF  
PROTECTIVE COVENANTS

It is known and understood that items #5 and #7 of the Protective Covenants of Rothrock Acres are not applicable to lots #1, #2 and #3.

However, any sign or billboard erected thereon shall be maintained in an orderly fashion and shall not obstruct ingress and egress to any driveway for which there is a permit or for which a permit may be applied. No billboard shall be erected closer than 12' to the berm of the roadway.

Gerald H. Peck  
GERALD H. PECK, Developer

Harriet L. Peck  
HARRIET L. PECK, Developer

STATE OF PENNSYLVANIA

COUNTY OF FULTON

On this 14th day of August, 1985, personally appeared before me, a notary public, the named subscribers, who are personally known by me, and states that the contents herein are their act and deed and desires it to be recorded as such.

Betty W. Palmer  
Betty W. Palmer, Notary Public

BETTY W. PALMER, NOTARY PUBLIC  
DUBLIN TOWNSHIP, FULTON COUNTY  
MY COMMISSION EXPIRES APRIL 7, 1986  
Member, Pennsylvania Association of Notaries

RECORDED Aug 21, 1985 JOHN P. MILLS, RECORDER