

DECLARATION OF PROTECTIVE COVENANTS

This Subdivision shall be subject to the following protective covenants, which covenants are to run with the land:

(1) The Grantor hereby grants and conveys to the property owners, for their use forever, all the roads and right of ways shown on the attached plat or plan.

(2) The Grantor, or its successors and assigns, 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 section 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, for a period of two (2) years, after which time the property owners may hold an election and elect their own committee, 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 said \$25.00 assessment shall become the obligation of the new owner (s).

(3) The Grantor reserves unto itself, its successors and assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas and water lines, or to grant easements or right 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.

(4) No buildings of a temporary nature shall be erected or placed on any of said lots except those customarily erected in connection with building operation; 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 provisions of Paragraph 9 below.

(5) Minimum size of any residence constructed shall contain at least 500 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.

SEVEN VALLEYS TRACT, Protective Covenants, Cont'd:

(8) No building shall be erected closer than 35 feet from the center of any street or road, nor closer than 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 lot in said Subdivision may be resubdivided into more than two (2) lots. The minimum size of each lot subdivided, including the lot retained by the owner, shall not be less than three (3) acres.

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

(12) The use of trailers within said Subdivision is unauthorized, except for the use of temporary camping trailers.

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

(14) 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.

(15) 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 any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.

(16) Invalidation of any one of these covenants by judgement or Court order, shall in nowise affect any of the other provisions which shall remain in full force and effect.

Submitted to the Recorder of Deeds, Huntingdon County, Pennsylvania this 6th day of December, 1972.

State of Pennsylvania }
County of Huntingdon }
On this 6th Day of December, A.D., 1972
before me the subscriber, Recorder of Deeds.
Came the above named Charles Lawyer
and in due form of law, acknowledging the fore-
going indenture to be his act and deed.
Desiring the same to be recorded in such.
Witness my hand and official seal this day and
year aforesaid.

TUSCARORA LAND CO.

By: *James S. [Signature]*
President

Charles Lawyer
Vice President

