SPRING HILL

BOOK 092 PAGE 863

RESTRICTIONS

- 1. The Grantor may assess each grantee a sum not to exceed Fifty (\$50.00) Dollars per year, per parcel, for the use, upkeep, and maintenance of the rights-of-way within all sections of said Spring Hill 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 an appointed committee of Spring Hill property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every parcel within said Spring Hill until paid and eayment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said parcel and on or before the 31st day of each year thereafter. In the event of a resale of one or more said parcels, then the obligation to pay the Fifty (\$50.00) Dollars assessment shall become the obligation of the new owner(s).
- 2. The Grantor reserves unto itself, its successors and assigns, the right to erect and maintain telephone and electric light poles, conduits, equipment, power, gas and water lines, or to grant easements or rights of way therefore, over or under a strip of land twenty-five (25') feet wide at any point along any road or right of way, side or rear lines of the land conveyed.
- 3. If, in the future, state, local government, any utility, co-operative, or municipality expects or requires the installation of public utility system within the area of which this is a part, grantee or grantees by the acceptance of this Deed do hereby agree to pay their proportionate share of the cost and expense of the erection, maintenance and operation thereof, as the same costs are to be determined by the appropriate authority.
- 4. No building shall be erected closer than forty (40') feet from the center of any right-of-way or road, no closer than twenty (20') feet to the side or rear of property line, with the exception that when two (2) or more parcels are used together for the construction of one (1) dwelling then said twenty (20') foot set back shall apply only to the outside property lines.
- 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 (6) months.
- 6. The use of trailers or mobile homes is prohibited with the exception that one trailer or mobile home is permitted on each lot of the subdivision as long as the living area of the mobile home is at least 480 square feet and the said mobile home is permanently placed on a solid closed foundation.
- 7. No trucks, buses, old cars or unsightly vehicles of any type or description may be left abandoned.
- No stream, water course, or spring on or near any tract may be contaminated, diverted or permanently blocked.
- 9. 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 real estate situated in said Spring Hill to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any other covenant, together with the right to recover damages plus the cost of said violation.
- 10. The Grantees hereby covenant to consult the Huntingdon County Township Health Officer before installing any on site sewerage facilities.
- Invalidation of any one of these covenants by judgment or court order, shall
 in no ways affect any of the other provisions which shall remain in full force
 or effect.
- 12. Nothing herein is to be construed to prevent the Grantor from placing further covenants or easements on any tract in said Spring Hill which shall not have already been conveyed by them.

TUSCARORA LAND CO.

ATTEST:

Charles R. Lawyer, Secretary

Duane B. Dillard, President