

TROUGH CREEK TRACT
DECLARATION OF PROTECTIVE COVENANTS

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

- (1) The grantors reserve unto themselves, their heirs or assigns the right to erect and maintain telephone and electric light poles, conduits, equipment, sewer, gas, and water lines, or to grant easements or rights of way 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.
- (2) No building of a temporary nature shall be erected or placed on any of said lots, except those customarily erected in connection with building operations; and in such cases, for a period not to exceed four months.
- (3) Not more than one residence shall be erected on any one lot, and it shall contain a minimum of 480 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 ten (10) months of the commencement of construction. No parts of any lot sold by the grantors may be sold or used as a road or as a right of way to any property outside said subdivision. This covenant shall not apply until said lots are sold by the grantors.
- (4) All of said lots shall be used for residential purposes only, and any garage or barn must conform generally in appearance and materials with any dwelling on the said lot.
- (5) No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any lots herein designated, nor upon any building erected thereon, except directional and information signs of the grantors.
- (6) No building shall be erected closer than fifteen (15) feet to any street or road right of way, nor closer than fifteen (15) feet to the side or rear of the lot line, with the exception that when two or more lots are used together for construction of one dwelling, then said fifteen (15) foot setback shall apply only to outside lines.
- (7) All toilets, constructed on said lots must be constructed with appropriate County and State Health Department approval, and be placed in a secluded area whenever possible.
- (8) The use of Mobile Homes within said subdivision are unauthorized, except for the use of temporary camping and travel trailers.
- (9) Fifteen (15) inch culverts must be used in all driveways leading from Township roads, where culverts are needed, and when culverts are needed. Township Supervisors must be contacted before installing said culverts.
- (10) No trucks, buses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lots.

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(11) Nothing herein is construed to prevent the grantors from placing further covenants or easements on any lot in said subdivision which shall not have already been conveyed by them.

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

(13) Invalidation of any one of these covenants by judgement or court order shall no wise effect any of the other provisions which shall remain in full force and effect.

Harvey J. Culler
Harvey J. Culler

K. Aileen Culler
K. Aileen Culler

COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF FULTON

ON THIS, the 4 day of May, 1976, before me the undersigned officer, personally appeared HARVEY J. CULLER and K. AILEEN CULLER, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.



Betty W. Palmer (SEAL)
302 Amick Way, East
The Connellsville, Pa.
My Commission expires 3/13/78

RECORDED May 7, 1976 JOHN P. WILLS, Recorder