

**DECLARATION OF RESTRICTIVE COVENANTS
FOR WALNUT ACRES**

1. **Land Use and Building Type.** No lot or tract shall be used for any purpose except for residential and related purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than residential related structures including but not limited to garages.

2. **Further Subdivision.** No lot or tract in this Subdivision shall be further subdivided.

3. **Building Setback Lines.** The lots in the Walnut Acres Subdivision shall be subject to the building setback lines shown on the Subdivision plan filed with the Recorder of Deeds in Huntingdon County.

4. **Mobile Homes.** The placement of mobile homes in the Subdivision is prohibited except for lot number 14, which already has a mobile home placed on the lot. The mobile home on lot number 14 may remain on lot number 14 until six months after the lot has sold at which time the mobile home shall be removed and not replaced.

5. **Campers and RV's.** Unscreened Campers or RV's of lot owners or their invitees may be parked on a lot for a period of not more than two continuous weeks. Campers or RV's shall not be used as a long-term residence on any lot. Campers and RV's shall be prohibited when they are left on a lot to be occupied from time to time. Campers or RV's of lot owners may be kept indoors or screened if they are to be maintained on the lot for more than two weeks.

6. **Temporary Structures.** No structure of a temporary character, house, trailer, basement, tent, shack, garage or any other building or structure shall be erected upon or be based on any lot or allowed to remain upon any lot. No structure of a temporary character shall be used as a residence at any time.

7. **Building Location.** Building shall be located in the building area as shown on the plan of the lot and as designated by the Developer.

8. **Easements.** The Developer and its successors and assigns shall have the right to install, reinstall, repair and maintain utilities and other amenities within all roadway rights of way as shown in the recorded subdivision plans. Additional easements for the installation and maintenance of underground utilities, amenities and drainage facilities are reserved as shown on the recorded plan and shall include easements over the front, side and rear 10 feet of each lot. No structure or improvement shall be placed or permitted to remain which will interfere with the easements and the installation and maintenance of utilities within the easement.

9. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot

or shall anything be done thereon which may be or may become a significant disturbance to the property owners in the Subdivision.

10. Signs. No sign of any kind shall be displayed on any lot in excess of 5 square feet. No sign of any kind shall be displayed on any lot advertising a business, profession or services for hire or sale. Ordinary signs used by realtors or builders may be erected temporarily.

11. Oil and Mining Operations. No gas or oil drilling, gas or oil development operations or refining of any kind shall be permitted upon any lot within the Subdivision. Mining and quarrying are prohibited on any lots in the Subdivision.

12. Pets, Livestock and Poultry. Pets, livestock and poultry for any commercial purposes are prohibited within the subdivision. Only animals maintained as pets may be kept within the Subdivision. No barking or noisy pets may be kept within the Subdivision and property owners shall take steps to eliminate any barking or noisy pets immediately upon notice from another property owner or the developer.

13. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish generated from any source. Trash, garbage or other waste shall be kept in sanitary containers out of site from the roadways of the Subdivision and shall be placed along the roadways of the Subdivision only at such times as are necessary for pickup by a garbage hauler.

14. Sight Distance at Driveway Intersections. No structure or planting shall be allowed to exist which compromises the sight distance at the intersection of driveways and the roads of the Subdivision as well as intersections of public roads and subdivision roads.

15. Stored or Abandoned Vehicles and Other Unsightly Property. No unsightly property, including vehicles registered or unregistered, trucks, buses, recreational vehicles, boats and other personal property used by lot owners shall be stored on the property, unless stored indoors or in a screened area approved by the Developer.

16. Road Maintenance Fee and Amenity Assessment. Ruger Lane shall be maintained at the sole cost of the owners of lots #17, 18 and 19. Marlin Lane shall be maintained at the sole cost of the owners of lots #16 and 20.

17. Areas Designated as Areas Not to Be Disturbed. No development activity may take place on any Areas of the Subdivision designated as areas not to be disturbed. These areas may not be disturbed in any way and no activity shall take place adjacent to or near these areas which will cause a change to the area which would be environmentally detrimental or detrimental to wildlife occurring on those areas.

18. Use of Roadways. Property owners are permitted to use the roadways in

the Subdivision except for Marlin Drive and Ruger Drive which roads are limited in their use and the use thereof shall be controlled by the deeds for the property in the Subdivision. No roadway may be used by any unlicensed or off road vehicle or conveyance.

19. **Noise Abatement.** No property owner shall engage in any activity which shall create unreasonable noise which is likely to disturb other property owners in the Subdivision.

20. **Enforcement.** In the event it is necessary for any property owner or the Developer to enforce any of these restrictive covenants against a property owner in the development, the property owner against whom the covenants are enforced shall be responsible and liable for all attorneys' fees and costs in connection with enforcing of these covenants.

21. **Storm Water and Drainage Facilities.** After the sale of any lot in the Subdivision, the lot owner shall be responsible for the maintenance and upkeep of any and all drainage and storm water facilities on that lot whether they were installed by the Developer or by the property owner.

22. **Further Covenants.** Nothing herein shall prohibit the Developer from placing further restrictive covenants or more restrictive covenants on any parcel, parcels, lot or lots in the Subdivision.

23. **Incorporation of Notes.** The notes on the Subdivision plan shall be incorporated herein by reference. In instances where the restrictive covenants setforth herein are inconsistent with the notes the more restrictive of the two shall govern.

24. **Severability.** Invalidation of any of these covenants by judgment of court order shall not affect any of the other provisions, which shall remain in full force and effect.

25. **Term.** These are covenants which run with the land and shall be binding on all parties, their heirs, successors and assigns in perpetuity.

26. **Lots Not Subject to These Restrictions.** These covenants shall not apply to lots number 11, 12, and 13, which are lots retained by the Developer for the use of the Developer.

27. **Additional Covenants In Deeds.** Deeds for lots which are sold in the Subdivision may contain additional restrictive covenants applicable to the lot which is conveyed by the deed.

IN WITNESS WHEREOF, the Developer has caused the execution of these presents this 17 day of April, 2008.

[Signature]
Witness
[Signature]

[Signature]
REX A. SMITH
[Signature]
PEGGY K. SMITH

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF HUNTINGDON : SS

On this, the 17th day of April, 2008, before me, the undersigned officer, personally appeared REX A. SMITH and PEGGY K. SMITH, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the same for the purpose therein contained.

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

[Signature] (SEAL)
My Commission Expires

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
NATALIE J. RANCK, NOTARY PUBLIC
HUNTINGDON BORO, HUNTINGDON CO., PA
MY COMMISSION EXPIRES DECEMBER 19, 2009