

DECLARATION OF PROTECTIVE COVENANTS

Developer: H. J. Culler  
Development: Waterfall Acres, Clay Township, Huntingdon County, Pennsylvania  
Address: McConnellsburg, Pennsylvania 17233

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 a right of way over all roads shown on the attached plat or plan.
- (2) The grantor reserves unto himself, his 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 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 thirty (30) feet wide at any point along the side, rear, or front lines of any of said lots.
- (3) 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 of time not to exceed four (4) months. This shall not prohibit the erection of a toilet complying with provisions of Paragraph 8 below.
- (4) Minimum size of any residence constructed shall contain at least 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 eight (8) months of the commencement of construction. No part of any lot sold by the grantor may be sold or used as a road or as a right of way to any property outside of said subdivision. This covenant shall not apply until said lots are sold by the grantor.
- (5) All of said lots shall be used for residential and/or agricultural purposes only, and any garage or barn must conform generally in appearance and material with any dwelling on the said lot.
- (6) 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 informational signs of grantor.
- (7) No building shall be erected closer than 75 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.
- (8) No lot in said subdivision may be subdivided 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 two (2) acres.

WATERFALL ACRES, Protective Covenants (continued)

- (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 trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said lots. The use of mobile home and house trailers in said subdivision is unauthorized except temporary use of travel trailers, which is not to exceed a four (4) month period.
- (11) 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.
- (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 institute 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.
- (13) 15" diameter culverts must be used in all driveways leading from main subdivision roads.
- (14) Invalidation of any one of these covenats by judgement or Court order, shall in nowise affect any of the other provisions which shall remain in full force and effect.
- (15) It is understood the grantor will not be responsible for any charges made by utilities companies for their services.
- (16) The grantor may assess each lot owner a sum not to exceed fifty (\$50.00) Dollars per year, per lot, for the use, upkeep and maintenance of the roads within all sections 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, elected by the property owners, 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 the said \$50.00 assessment shall become the obligation of the new owner(s).

NOTICE: H. J. CULLER AND K. AILEEN CULLER ONLY AGREES TO SELL THE HEREINAFTER DESCRIBED REAL ESTATE SUBJECT TO THE EXPRESS CONDITION THAT IT SHALL BE THE RESPONSIBILITY AND OBLIGATION OF THE PURCHASER TO COMPLY WITH ALL LAWS PRESENTLY OR HEREINAFTER ENACTED REGULATING THE USE OF SAID REAL ESTATE. PURCHASER ADMITS THAT H. J. CULLER AND K. AILEEN CULLER, THEIR AGENTS, SERVANTS, AND EMPLOYEES HAVE NOT MADE ANY REPRESENTATIONS OR OFFERED ANY OPINION CONCERNING ANY PRESENT OR SUBSEQUENT ENACTED LAW, BUREAUS, COMMISSIONS AND/OR AUTHORITIES THAT RESTRICT OR BURDEN THE USE OF LAND IN PENNSYLVANIA, PURCHASER ADMITS KNOWLEDGE OF THE FACT THAT GOVERNING BOODIES HAVE A RETROACTIVE EFFECT. PURCHASER ADMITS BEING CAUTIONED TO CONSULT WITH HIS, HER OR THEIR ATTORNEY BEFORE PURCHASING.

The undersigned hereby acknowledge receipt of a copy of this STATEMENT OF PROTECTIVE COVENANTS for the aforementioned development from H. J. Culler and K. Aileen Culler and that the undersigned has made a personal on-the-lot inspection of ALL THAT CERTAIN lot or piece of ground situated in WATERFALL ACRES, Clay Township, Huntingdon County, Pennsylvania, BEING Lot No. 1 thru 8, described in a Certain Subdivision PLAN of WATERFALL ACRES, made by Albert M. Larson, P.E., McConnellsburg, Pennsylvania on the 10th day of October, A.D. 1975, and recorded in PLAN BOOK No. 2 Page 63 in the office of the Recorder of Deeds, in and for Huntingdon County, Pennsylvania, which is the same lot or lots for which the undersigned is about to execute a contract of sale.

Date: \_\_\_\_\_

\_\_\_\_\_  
PURCHASER

Witness \_\_\_\_\_

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
SELLER OR AGENT

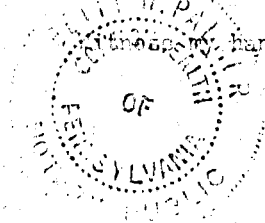
Harvey J. Culler  
HARVEY J. CULLER, DEVELOPER

K. Aileen Culler  
K. AILEEN CULLER, DEVELOPER

STATE of PENNSYLVANIA :  
COUNTY of FULTON :

On this 22nd day of October 1975, before me, a notary public, personally came the above named Harvey J. Culler and K. Aileen Culler, who in due form of law acknowledged the foregoing instrument to be their act and deed, and desired that same might be recorded as such.

In testimony whereof, I have hereunto set my hand and notarial seal the day and year aforesaid.



Betty W. Palmer  
Betty W. Palmer, Notary Public  
302 Lincoln Way East, McConnellsburg, PA  
My Commission Expires March 13, 1978