

DECLARATION OF RESERVATIONS, RESTRICTIONS  
AND COVENANTS RUNNING WITH THE LAND OF

FRANK M. COOPER

known as

WESTWOOD I

situate in

PORTER TOWNSHIP, HUNTINGDON COUNTY, PENNSYLVANIA

THIS DECLARATION made this 16th day of September, 1981 by  
FRANK M. COOPER of Porter Township, Huntingdon County, Pennsylvania,  
hereinafter referred to as DECLARANT.

WHEREAS, Declarant is the owner in fee of the following  
described real estate situate in Porter Township, Huntingdon County,  
Pennsylvania, which is a part of that tract of land described in deed  
dated September 9, 1971 and recorded on September 20, 1971 in the Office  
of Recorder of Deeds of Huntingdon County in Deed Book 99, Page 99,  
hereinafter referred to as PROPERTY; and

WHEREAS, Declarant has and will subdivide portions of the  
aforesaid property into residential building lots; and

WHEREAS, Declarant is about to sell and convey certain  
of said lots to be used for residential purposes and to develop the  
entire Property into an integrated community, enjoying pleasant resi-  
dential and vacation living conditions, and in doing so intends to pre-  
serve to as large an extent as possible the natural beauty of the site  
but before selling and conveying the residential lots, Declarant for the  
benefit and complement of all the residential lots in the subdivision and  
in the light of its general plan or scheme of improvement set out above,  
desires to subject them to and impose upon them mutual and beneficial  
restrictions, reservations, covenants, conditions and charges, herein-  
after collectively referred to as "Restrictions".

NOW THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of the general plan for the subdivisions, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions.

1. APPLICABILITY

The following Restrictions shall apply to all lots being a part of WESTWOOD I Subdivision.

2. TERM

A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until September 1, 2006. By accepting a deed to residential Property subject to these Restrictions, the residential owners agree that after September 1, 2006, these Restrictions shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part, provided, however, that at any time after September 1, 2006, these Restrictions may be amended by the vote of the then recorded owners of two-thirds (2/3) of such residential lots to make variations in the Restrictions as to details to suit varying circumstances or changed conditions, but

not to make changes that would annul any material part hereof.

B. Declarant reserves to himself, his successors and assigns, the right to revoke at any time prior to the sale of any lot within a Section of Subdivision all or any part of these Restrictions if, in his opinion, such a revocation would further the general development scheme it has previously set out, and would be for the benefit of the other residential lots, and further to vacate any or all of the streets, parks, recreational facilities and any other amenity now or hereafter shown on any record plans, provided, however, that Declarant will not prevent access to or installation of utilities to lots in any other Sections of the Subdivision.

### 3. MUTUALITY OF BENEFIT AND OBLIGATION

The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivision and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein, to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees of said lots, their heirs, successors or assigns, and shall, as to the owner of each such lot, his heirs and assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivisions and their respective owners.

### 4. USE OF LAND

A. The said described tract or any part or parcel thereof shall be used exclusively for single family and/or double family residences purposes only (except for Paragraph 4D) and no building of any kind whatsoever shall be erected, used or maintained thereon except for private garage for said dwelling to be used exclusively by the owner or occupant

of the lot on which the dwelling and garage are erected; no garage shall be erected on any lot prior to the erection of a dwelling thereon, but a garage may be erected at the same time or at a later date if said garage adheres to the general architecture of the dwelling.

B. No single family residence shall be erected or placed upon any building lot, which lot has an area of less than 43,560 square feet or a width of less than 175 feet at the front building setback line. No single family residence costing less than \$45,000.00 shall be permitted on any lot in the tract. The ground floor area of a two-story structure exclusive of a garage shall not be less than 800 square feet and in the case of a one-story structure not less than 1200 square feet. The amount of area of any two family dwelling shall be determined by the Declarant at such time as building plans are submitted for approval.

C. The Restriction as to the amount of money which is referred to above shall be a base figure as of the date of the recording of this instrument and said base figure for restriction shall be adjusted by multiplying the Building Construction Cost Index as published as said building construction cost index has increased from the date of the recording of this instrument times the base figure and this product shall be the adjusted restrictive amount as of the year that said restriction is to be used in determining whether the cost figure of said dwelling is within this restriction.

D. No trade, business or commerce, industry or profession or occupation shall be conducted or carried on upon any lot or parcel purchased from said tract or in or about any building erected thereon EXCEPT where a licensed physician, dentist or veterinarian use a portion of the dwelling house in which he or she resides as an office with the specific reservation that veterinarian shall not in any manner or at any time permit animals of any kind to be housed or penned outside of the dwelling house.

5. DECLARANT'S CONTROL COMMITTEE

A. The Declarant or his heirs and assigns, is, by this instru-

ment, reserving unto himself, his heirs and assigns, the authority for the purpose of protecting the purchaser's interest with respect to the appearances of each private residential building which may be erected on any lot or parcel purchased from said tract. This authority vests in him the right to approve or disapprove any and all plans of building which may be constructed upon any lot or parcel contained in this tract.

B. Declarant reserves the right to transfer above authority to a Home Owners Association composed of lot owners. Said Association may appoint a property control committee composed of home owners living in the Subdivision to advise the Home Owners Association.

6. FRONTAGE, SETBACK AND SIDE-YARD REQUIREMENTS

A. No building, nor any part thereof, as hereinafter specifically provided shall be erected or maintained upon any part of any building lot or parcel of ground contained in said tract within forty (40) feet of the street right of way line.

B. No building, nor any part thereof, of a dwelling house as hereinafter specifically provided shall be erected or maintained on any lot or parcel of ground within twenty-five (25) feet of the division side line of any said lot or parcel of ground, said side line meaning the line separating an adjoining lot.

7. EASEMENT AND RIGHTS-OF-WAYS

A. Easements and rights-of-ways for the erection and maintenance of poles, underground electric wires, reservoirs, T.V. cable, water lines, sewer lines and all the necessary and proper attachments in connection therewith for the transmission of water and other purposes are

hereby expressly reserved for the undersigned owners, their heirs and assigns, upon each lot of said tract.

B. The Declarant shall have the right at any time to grant and convey said easements and said rights-of-way herein reserved to any public authority, or public utility company or companies to use said easements or rights-of-way by license or otherwise.

8. GENERAL PROHIBITIONS AND REQUIREMENTS

A. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Subdivisions:

1. No outside toilet shall be constructed or permitted on any lot. All plumbing fixtures, dishwasher, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the lot owner and approved by the appropriate governmental authority and Declarant, and when a central sewer becomes available, it shall be exclusively used.
2. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot provided, however, that the Declarant may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.
3. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within twelve (12) months from commencement.
4. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and a certificate of occupancy has been issued by the Declarant.
5. All structures constructed or placed on any

lot shall be built of substantially new material and no used structures shall be relocated or placed on any such lot, except as the Declarant may approve in writing.

6. No animals or livestock of any description, except the usual household pets, shall be kept on any lot.
7. No sign (including but not limited to "For Sale" or similiar signs), billboard, or other advertising structure of any kind may be erected or maintained upon any lot except after applying to and receiving written permission from the Declarant.
8. No stripped, partially wrecked, or junk motor vehicle or part thereof, shall be permitted to be parked or kept on any street or lot.
9. Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery to the satisfaction of the committee. Every outdoor receptable for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street or recreation area.
10. All outdoor clothes poles, clothes lines and similar equipment shall be placed or screened by shrubbery as not to be visible from any street or recreation area.
11. No structure erected upon any lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained from the Declarant.
12. All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.
13. No noxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
14. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for

- use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
15. No vehicle shall be parked on any street in the Subdivisions. No truck shall be parked for storage overnight or longer, on any lot, in such a manner as to be visible to the occupants of other lots or the users of any street or recreation area.
  16. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.
  17. Each lot owner shall be financially responsible for a prorata share for the annual cost of snow and ice removal on private road.
  18. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or upon any recreational area in the Subdivisions. In order to enhance the appearance and orderliness of the Subdivisions, the Declarant hereby reserves for himself, his successors and assigns, the exclusive right to grant an exclusive license to a third party to operate a commercial scavenging service for the purpose of removing garbage, trash and other like household refuse. Such refuse collection and removal service shall be provided not less often than once each week on a day or days designated by the Declarant or his successors or assigns. The charge for such refuse collection and removal service is to be paid by the lot owner, with the rates charged by the commercial scavenger.
  19. There shall be no access to any lot on the perimeter of the Subdivisions except from designated roads within the Section or Subdivision.
  20. No pole lights of the type furnished by the power companies in rural areas are permitted on any lot in the Subdivision.



21. Each lot owner will be responsible for developing an erosion and sedimentation control plan for approval by the Huntingdon County Conservation District and implementing the approved plan as required by the Pennsylvania Clean Streams Law. Approval for the plan shall be obtained before any construction activities take place and permanent control measures shall be in place as soon as possible after substantial completion of earth moving and lot grading.

9. RIGHT TO EXTEND

A. These covenants, reservations, restrictions and conditions are to run with the land and shall be binding on all parties and all persons claiming under them from the date of recording of this instrument at which time the covenants, reservations, restrictions and conditions shall be automatically extended and shall continue to inure to the owners and all parties having purchased property within said tract until it is agreed by all owners of lots to change the covenants, reservations, restrictions and conditions in whole or in part.

B. Any such change, addition or deletion in the provisions of the indenture shall be evidenced in writing and signed by all parties in whom legal title has been vested to said lot within this tract with said writing recorded in the Office of the Recorder of Deeds of Huntingdon County.

IN WITNESS WHEREOF, I have set my hand and seal this 16th day of September, 1981.

Frank M. Cooper (SEAL)  
FRANK M. COOPER