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

EUGENE B. ELLINGER and JOYCE ELLINGER, his wife

known as

BRIARWOOD

situate in

WALKER TOWNSHIP, HUNTINGDON COUNTY, PENNSYLVANIA

THIS DECLARATION made this 14th day of August, 1970  
by EUGENE B. ELLINGER and JOYCE ELLINGER, his wife, of 1503 Mifflin  
Street, Huntingdon, Pennsylvania, hereinafter referred to as  
DECLARANTS.

WHEREAS, Declarants are the owners in fee of the follow-  
ing described real estate situate in Walker Township, Huntingdon  
County, Pennsylvania, which is specifically described in the deed  
dated September 11, 1964 and recorded on September 11, 1964 in the  
Office of the Recorder of Deeds of Huntingdon County in Deed Book  
62, Page 298, hereinafter referred to as PROPERTY; and

WHEREAS, Declarants have and will subdivide portions of  
the aforesaid property into lots, some of the subdivisions hereto-  
fore made being recorded and others will be recorded in the Office  
of the Recorder of Deeds of Huntingdon County; and

WHEREAS, Declarants are 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  
residential and vacation living conditions, and in doing so intend  
to preserve to as large an extent as possible the natural beauty  
of the site, but before selling and conveying the residential lots  
Declarants, 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, desire to subject them to

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and impose upon them mutual and beneficial restrictions, reservations, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions";

NOW THEREFORE, Declarants hereby declare 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 this subdivision. Declarants are withholding these parcels pursuant to their general development scheme and the absence of restrictions thereupon is intended to further that scheme by providing additional conveniences to the residential Property owners.

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 July 1, 1995. By accepting a deed to residential Property subject to these Restrictions, the residential owners agree that after July 1, 1995, 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

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subject thereto has been recorded, agreeing to change the covenants in whole or in part, provided, however, that at any time after July 1, 1995, these Restrictions may be amended by the vote of the then record 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. Declarants reserve to themselves, their 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 their 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 recorded plans, provided, however, that Declarants 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 Subdivisions 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 and assigns, and shall, as to the owner of each such lot, his heirs, successors or 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 private residence purposes only and no building of any kind whatsoever shall be erected, used or maintained thereon except one private garage for said dwelling to be used exclusively by the owner or occupant of the lot upon which 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 25,000 square feet or a width of less than 130 feet at the front building setback line. No single family residence costing less than \$24,000.00 shall be permitted on any lot in the tract. The ground floor area of the said structure exclusive of one-story garages shall not be less than 800 square feet and in the case of a one-story structure not less than 1200 square feet.

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 cost of living index as published by the federal government as said cost of living 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 DECLARANTS use a portion of their dwelling house in which they reside for their office.

5. DECLARANTS' CONTROL COMMITTEE

A. The Declarants or their heirs and assigns are, by this instrument, reserving unto themselves, their 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 them the right to approve or disapprove any and all plans of buildings which may be constructed upon any lot or parcel contained in this tract.

B. In the event of their absence, Declarants reserve the right to transfer this authority to a Property Control Committee composed of three (3) homeowners living in the Subdivision and Declarants' appointed attorney. The Property Control Committee to rule on the basis of a two-thirds (2/3) majority vote.

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 sixty (60) feet of the front property 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 forty (40) 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. EASEMENTS AND RIGHTS-OF-WAYS

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A. Basements 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 Declarants 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, dishwashers, 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 Declarants, 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 Declarants 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 Declarants.

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 Declarants 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 similar 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 Declarants.
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 receptacle 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 Declarants.
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. No tree over six inches in diameter shall be removed from any lot without the prior written consent of the Declarants.
  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 Declarants hereby reserve for themselves, their 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 Declarants or their 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 street or lot in the Subdivision.

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 re-



ording 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, We have set our hands and seals this 14th day of August, 1970.

Eugene B. Ellinger (SEAL)  
Eugene B. Ellinger

Joyce Ellinger (SEAL)  
Joyce Ellinger

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF HUNTINGDON :

On this 14th day of August, A. D. 1970, before me a Recorder of Deeds in and for said County and Commonwealth, came the above named EUGENE B. ELLINGER and JOYCE ELLINGER, who in due form of law acknowledged the foregoing Declaration to be their act and deed, and desired the same to be recorded as such.

WITNESS my hand and official seal the day and year aforesaid.

JAMES E. HIMES  
ATTORNEY AT LAW  
HUNTINGDON, PENNA.

John P. Mills (SEAL)

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OFFICE OF REC'DER  
COUNTY OF HUNTINGDON, PENNA.

RECORDED Aug 14, 1970 JOHN P. MILLS, Recorder