

DECLARATION OF PROTECTIVE COVENANTS

For The LAKEVIEW ACRES Development
OF RAYSTOWN LAND COMPANY

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Owner and Developer: RAYSTOWN LAND COMPANY, RD 1, Box 406-D, Mount Union, Pa. 17066

Development: LAKEVIEW ACRES, Lincoln Township, Huntingdon County, Pennsylvania

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 the roads shown on the plat or plan.
2. The grantor may assess each lot owner a sum not to exceed twenty-five (\$25.00) 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 \$25.00 assessment shall become the obligation of the new owner(s). This covenant to be construed as running with the land.
3. The grantor reserves unto its self, its 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 forty (40) feet wide at any point along the front lines of any of said lots.
4. All lots in the tract shall be known as (though not limited to) Residential. No Structure shall be erected, altered, placed or permitted to remain on any building lot other than a detached single family dwelling containing at least seven hundred (700) square feet on the main floor, but not to exceed 2½ stories high. A detached barn or outbuilding, and/or a detached or attached garage not exceeding the total square of the dwelling is permitted. Any dwelling may contain an owner-occupied business.
5. No building shall be located on any lot nearer than forty (40) feet to the lot line, or nearer than twenty (20) feet to any side street or interior lot line of an adjoining property. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that no portion of a building on a lot shall encroach upon another lot.
6. No structure of temporary character, including but not limited to, mobile homes, trailers, basements, tents, shacks, garages, barn or other outbuildings shall be used on any lot at any time as a residence for more than two (2) consecutive months.
7. No lot in the subdivision shall be re-subdivided until public sewer and water are available.

8. All systems must be constructed in accordance with the requirements and standards of the local Sewage Enforcement Officer.

9. Upon delivery of this Deed the Grantor represents to the Grantee that clearance has been obtained from the local Sewage Enforcement Officer as of the date of this Deed for the issuance of a permit to the Grantee for either a conventional septic system, an alternate septic system or an outdoor privy.

10. 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 apply to each lot as it is sold as a covenant running with the land.

11. The Farm Tract designated as such on the plat shall be exempt from all restrictive covenants. Also exempt are lots #23, 24, 25 and 27.

12. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. No animals, livestock or poultry of any kind shall be raised, bred, boarded or kept on any lot except one horse per three (3) acres of land. Dogs, cats or other household pets may be kept, provided that they are not kept, bred, boarded or maintained for any commercial purposes.

14. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

15. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said lots.

16. 12" diameter culverts must be used in all driveways leading from main subdivision roads.

17. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

18. 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.

19. 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.

20. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them.