

FILE COPY.

DECLARATION OF PROTECTIVE COVENANTS

DEVELOPER: James J. & Peggy L. Marter - RD #1, Mount Union, Pa.

DEVELOPMENT: Rustic Acres, Union Township, Huntingdon Co., Pa.

This Subdivision shall be subject to the following Protective Covenants, which Covenants shall 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 thereon, 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 a time not to exceed Eight (8) months.
- (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 space included in the 480 square footage. Only one (1) each residence is allowed per lot. All exterior construction must be completed and closed in within eight (8) months of the start of construction.
- (5) All of said lots shall be used for residential and/or recreational purposes only. 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 condition applies after Grantor sells said lot. This Covenant to this purpose does not apply to Roads as shown on current Plat.
- (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 or Lot Owners wishing to display proper Nouns.
- (7) No building shall be erected closer than seventy five (75) feet from the center of any street or road, nor closer than thirty (30) feet to the side or rear of the lot line, with the exception when two or more lots are used for the construction of one dwelling, then said (30) foot setback 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 sold and that lot retained by the owner shall not be less than two (2) acres.

## RUSTIC ACRES, Protective Covenants (Continued)

(9) All toilets constructed on said lots shall conform to the laws and regulations of the appropriate County and State Agencies and be placed in a secluded area.

(10) No Trucks, Buses, Old Cars or unsightly vehicles of any type or description not having current State Inspection, may be left, stored or abandoned on said lots. No Trash, Junk or so called useful items may be scattered, piled or stored on said lots, unless they are enclosed in a building.

(11) Mobile Homes are not allowed on Lots Numbered One (1) to (11) inclusive. Mobile Homes of 480 Square Feet or Larger are allowed on the remaining Lots in Rustic Acres. Spark Arrestors should be used on all chimneys on all Mobile Homes or Buildings. Campers, Travel Trailers, Tents are allowed on a temporary basis not to exceed four (4) months. . . . Motorcycles, Snowmobiles or other vehicles emitting excessive noise are prohibited except for ingress and egress.

(12) Farm animals are limited to two (2) of a kind per lot. Pigeons, Ducks, Birds and Fowl of all types are limited to one hundred (100) per lot. No Swine whatsoever are permitted in this Subdivision.

(13) Fifteen inch (15") culverts must be used in all driveways leading from main subdivision roads where there is a water drainage ditch.

(14) The Grantor may assess each lot owner a sum not to exceed a prorated actual cost, 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. 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 January thereafter. Where more than one (1) lot is owned by a party or parties assessment should be as for one (1) lot. In the event of a resale of one or more said lots, then the obligation to pay the said prorated assessment shall become the obligation of the new owner(s). This covenant as all these covenants are to be construed as running with the land.

(15) Nothing herein is to be construed to prevent the Grantor from placing further covenants or easements on any lot not already sold. Invalidation of any covenant by Court Order, shall in nowise effect any of the other provisions which shall remain in full force.

(16) If the parties hereto or their heirs or assigns, shall violate any of the Covenants herein, it shall be lawful for any Lot Owner in Rustic Acres Subdivision to institute proceedings at law or in equity against the Lot Owner(s) violating any such Covenant, either to prevent them from doing so or to recover damages or other dues for such violation.