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Janet C. Walker
RECORDER

DECLARATION OF PROTECTIVE COVENANTS
OF
CLEAR RIDGE MEADOWS

Cass Township
Huntingdon County, Pennsylvania

The subdivision known as CLEAR RIDGE MEADOWS situated in Cass Township, Huntingdon County, Pennsylvania, shall be subject to the following Protective Covenants which are to run with the land and shall bind the purchasers, their heirs, executors, administrators, successors and assigns:

1. The Grantor hereby grants and conveys to the property owners for their use forever, all the roads and rights of way shown on the attached plat or plan.

2. The Grantor may assess each lot owner a sum not to exceed One Hundred ($100.00) 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 of 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 January 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 $100.00 assessment shall become the obligation of the new owner(s). The Grantor shall be under no obligation or responsibility to dedicate the roads in the said subdivision. In the event that the responsibilities created hereunder shall have been delegated to a committee of lot owners, the fees for said maintenance, etc. as set forth herein may be increased above the $100.00 by a majority vote of the lot owners with one vote being allocated to each lot. In the event that the Grantor shall deem it appropriate to delegate the responsibilities to a committee of lot owners, said committee shall be required to assume the responsibility of maintenance of the roads and enforcement of the regulations set forth herein.

3. 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 rights of way therefore, with the right of ingress and egress for the purpose of erection or maintenance on, over or under a strip of land fifteen (15) feet wide at any point along the side, rear, or front lines of any said lots.

4. 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.

5. All of said lots shall be used for residential purposes only, and any garage or barn must conform in appearance and material with any dwelling on the said lot.

6. No more than one single family dwelling shall be erected on said lot. Single wide mobile homes shall be prohibited. Double wide mobile homes will be permitted so long as they are permanently erected on a foundation. No fuel tanks or other similar storage receptacles may be exposed to view from roads or streets. All residences erected on any lot in this subdivision shall have a minimum of 800 square feet of living space.

7. All houses and other structures must be completed within one year after the construction of same shall have commenced except where such completion is impossible or would result in great hardship to the owners or builder. Further, final landscaping, grading (including ground cover) must be planted within one year of completion of the house.

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8. All construction sites must be maintained as debris-free as is possible during the construction of any residence or permitted accessory building. All residences and permitted accessory buildings erected on the lot must be constructed in accordance with township codes and ordinances.

9. All culverts where required under driveways leading from subdivision roads shall be constructed of 15" diameter corrugated metal unless township codes and ordinances provide for a different requirement.

10. Any driveways constructed to the lot in this subdivision shall be done in accordance with township ordinances and regulations.

11. All structures erected on any lot in said subdivision shall be erected a minimum of fifty (50) feet from any street right of way, and a minimum of twenty-five (25) feet from all other property lines. This set back requirement shall not apply to any structure existing on any lot in said subdivision at the time of the execution of these Protective Covenants.

12. No lots in Clear Ridge Meadows may be subdivided.

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

14. 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.

15. 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 prosecute 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.

16. Invalidation of any of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

17. All service lines for utilities to the residence on each lot will be run underground by the owner from the service which was provided by the developer.

18. All lots in Clear Ridge Meadows have been tested for on lot sewage. Two (2) lot sewage sites are available on each lot. The area for these sites are marked on the plan of lots and cannot be disturbed.

Nothing herein contained shall be held to impose these restrictions on any remaining property of the Grantor.

SCOTT BROTHERS

By: Dennis E. Scott - Part