

Land Company, Inc., the Grantor herein, by their deed dated 11 4, 1980, and recorded April 4, 1980, in the Office of the Recorder of Deeds for Huntingdon County in Deed Book 155, Page 749.

The Grantor herein does hereby grant and convey unto the Grantees the use in common with other lot owners in the Trough Creek Acres Subdivision of a right-of-way over lands now or formerly of Guy L. Rhodes and Emma R. Rhodes, husband and wife, as was conveyed to the Grantor herein in the hereinabove recited deed.

This deed is made in conjunction with a Resolution of the Board of Directors of the Monroe Valley Land Company, Inc., passed at a meeting of the corporation held on June 5, 1980.

Trough Creek Acres

DECLARATION OF PROTECTIVE COVENANTS of MONROE VALLEY LAND COMPANY, INC.

a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and having a principal place of business at R.D. 2, Three Springs, Huntingdon County, Pennsylvania.

The subdivision known as TROUGH CREEK ACRES situated in Union Township, Huntingdon County, Pennsylvania, shall be subject to the following protective covenants, which covenants are to run with the land:

(1) All property lines within said subdivision run to the middle of the roads when applicable, and all lots within said subdivision shall be subject to a right-of-way for roads as shown on the recorded plan for said subdivision. All roads and rights-of-way as shown on said plan shall be for the benefit of the property owners of said subdivision.

(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).

(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 of 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. This shall not prohibit the erection of a toilet complying with the provisions of Paragraph 9 below.

(5) 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. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction. 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 not apply until said lots are sold by the Grantor.

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

(7) No signs, billboards, or advertising of any nature shall be erected, placed or maintained on any lots herein designated, nor upon any buildings erected thereon, except directional and information signs of the Grantor.

(8) No building shall be erected closer than thirty five (35) feet from the center of any street or road, nor closer than twenty (20) feet to the side or rear of the lot line, with the exception that when two or more lots are used together for the construction of one dwelling, then said 20-foot set-back shall apply only to outside lines.

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

(10) No lots in said subdivision may be resubdivided into lots less than two (2) acres.

(11) 12" diameter culverts must be used in all driveways leading from main subdivision roads.

(12) No trucks, busses, old cars or unsightly vehicles of any type or description may be left or abandoned on said lots.

(13) 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.

(14) 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.

(15) Invalidation of any one 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.

(16) The Grantee shall assume all responsibility for the obtaining of electrical service to the lot herein conveyed.

(17) For the purpose of Protective Covenants Nos. 3 and 8 above, where applicable 15 feet right of way and 20 feet set back requirements shall be measured from the edge of the right of way for roads in said subdivision.

MONROE VALLEY LAND COMPANY, INC.

Attest:

Robert R. Moore
Robert R. Moore, Secretary

By: Wilbur C. Moore
Wilbur C. Moore, President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF HUNTINGDON

: ss.

On this 30 day of April, 1980, before me, the undersigned officer, personally appeared WILBUR C. MOORE and ROBERT R. MOORE, who acknowledge themselves to be the President and Secretary of Monroe Valley Land Company, Inc., and that being authorized to do so as such officers, executed the foregoing instrument for the purposes therein contained on behalf of the corporation.

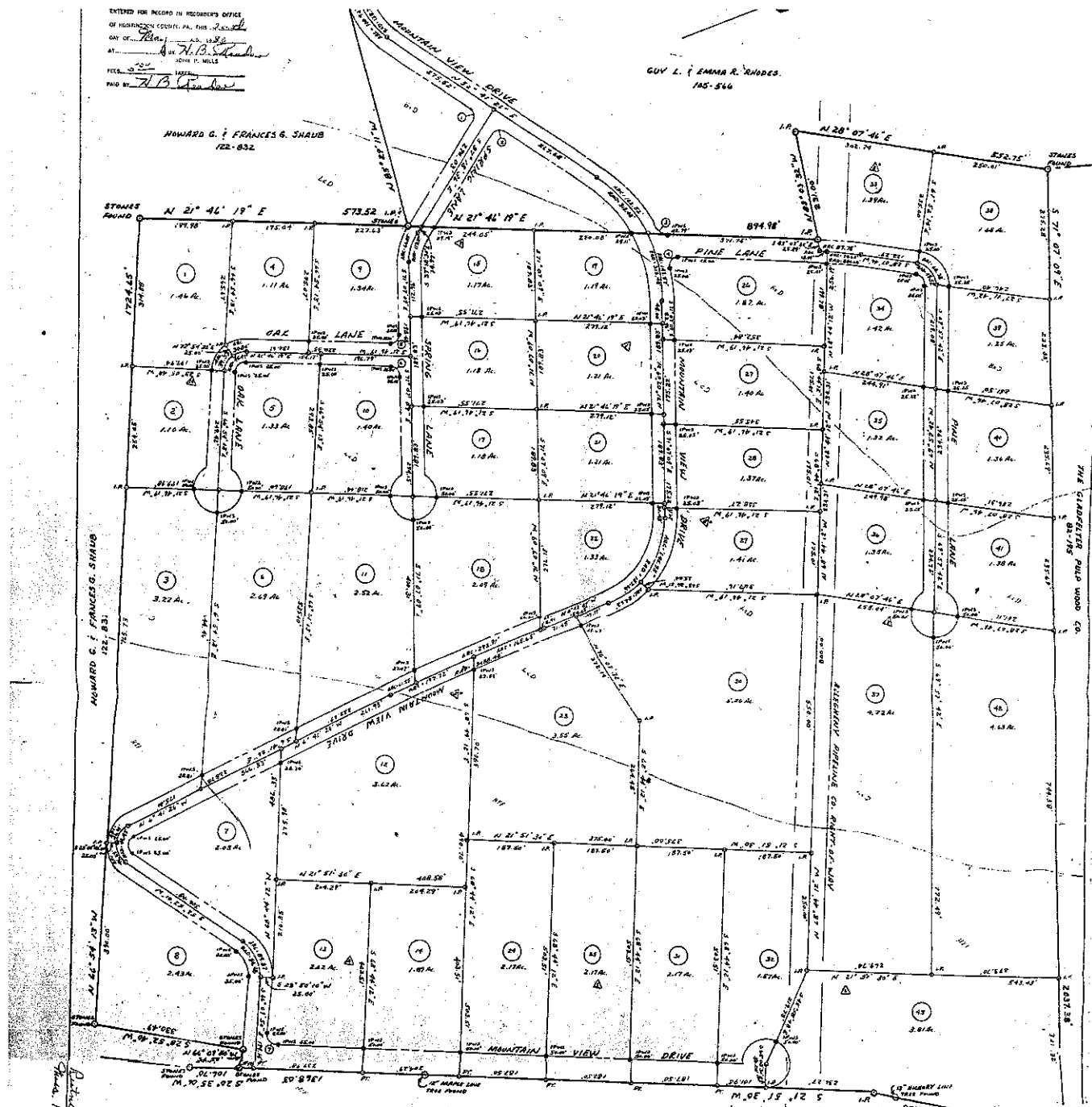
WITNESS my hand and seal the day and year aforesaid.

Helena J. Moore
HELENA J. MOORE, Notary Public
Three Springs, Huntingdon County, Pa.
My Commission Expires May 1, 1981

ENTERED FOR RECORD IN RECORDER'S OFFICE
 OF HUNTINGDON COUNTY, PA. THIS 22ND DAY OF
 APRIL 1932
 AT _____ BY H. B. [Signature]
 DEPT. OF REVENUE
 HUNTINGDON, PA.
 FILE NO. 122-832
 MAP NO. 7 B [Signature]

GOV. L. E. EMMA R. RHODES
 105-546

HOWARD G. & FRANCES G. SHaub
 122-832



Section 105 of Act 147, Pa. Act of June 18, 1931, is hereby amended to read:



CURVE DATA

RADIUS	ARC LENGTH
10.00'	31.42'
20.00'	62.83'
30.00'	94.25'
40.00'	125.66'
50.00'	157.08'
60.00'	188.50'

DAVID R. LONG
 A.E. 145

NOTICES: ALL RIGHTS RESERVED BY THE SURVEYOR.
 WITHIN THE LIMITS OF THE SURVEY.
 ALL RIGHTS RESERVED BY THE SURVEYOR.
 WITHIN THE LIMITS OF THE SURVEY.

- LEGEND**
- PROPERTY CHANGE
 - PROPERTY BOUNDARY LINES
 - RIGHT-OF-WAY LINES
 - EASEMENTS
 - ROAD AND HIGHWAY CENTER LINES
 - CURVE DATA
 - ADJACENT PROPERTY BOUNDARY LINES
 - RIGHT-OF-WAY LINES
 - EASEMENTS
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 - CURVE DATA
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APPROVED BY HUNTINGDON COUNTY PLANNING COMMISSION

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PLAN OF SURVEY
 FOR
 TROUGH CREEK ACRES
 HUNTINGDON COUNTY, PENNSYLVANIA
 DATED 1ST DAY OF MARCH 1932



NOTES:
 1. ALL SURVEYS AND RIGHT-OF-WAY LINES ARE TO BE MADE IN ACCORDANCE WITH THE ACTS OF APRIL 22, 1835 AND APRIL 22, 1836.
 2. ALL PROPERTY CHANGES SET OUT IN THIS SURVEY ARE SUBJECT TO FINAL APPROVAL BY SUPERVISOR AFTER GRADING IS COMPLETED.