

DECLARATION OF PROTECTIVE COVENANTS FOR RAYSTOWN FARMS SUBDIVISION
Marklesburg Borough, Huntingdon County, Pennsylvania

1. **Lot Use and Building Types:** All lots in the tract shall be known as Rural Residential. No structure shall be erected, altered, placed or permitted to remain on any building lot other than a detached single family dwelling. A detached barn or outbuilding, and/or a detached or attached garage not exceeding the total square footage of the dwelling is permitted. Any dwelling may contain an owner-occupied business.

2. **Building Location:** No building shall be located on any lot nearer than seventy (70) feet to the center of the public road, or nearer than thirty (30) feet to any 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.

3. **Nuisances:** 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.

4. No roads or roadways in the subdivision shall be used as a racetrack for trailbikes, motorcycles or any terrain vehicles.

5. **Temporary Structures:** No structure of temporary character, including but not limited to, mobile homes, basements, shacks, garages, barns or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.

6. **Signs:** No signs of any kind shall be erected on any lot except a professional sign of not more than one (1) foot square or a sign advertising the property for sale or rent, not more than five (5) feet square, or a sign used by a builder to advertise the property during the construction and sales period of not more than five (5) feet square.

7. **Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred, or boarded except dogs, cats, or other household pets. No animals may be kept, bred, boarded or maintained as a kennel or to produce any commercial product or for any commercial purposes.

8. **Garbage and Refuse Disposal:** 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.

9. **Sewage Disposal and Wells:** All systems must be constructed in accordance with the requirements and standards of the local sewage enforcement officer. Approval of such systems as installed shall be obtained from such authority, when required by State law.

10. All residential structures shall have a minimum square footage of five hundred and sixty (560) square feet on all floors, including basement of in-ground homes and shall have the exterior finish completed not later than nine (9) months from the beginning of construction.

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

12. **Hunting and Discharging of Firearms** are strictly forbidden within the Subdivision North of the borough street known as the Mountain Road.

13. No unlicensed driver or vehicles are permitted to operate or be operated within the boundaries of the Subdivision. Any motorized vehicles must have muffling equipment to provide proper noise abatement.

14. Driveways into all lots shall be constructed to provide proper drainage as approved by the developer or the Property Owners' Association.

15. The Owner shall maintain, repair and restore, as necessary, the exterior of any building or other improvements erected on any Lot owned by him. Owners likewise agree to repair and restore promptly to its prior condition any part of a subdivision road damaged by equipment of Owner or his contractor enroute to or from Owner's Lot. All Lots, improved or unimproved, must be maintained by Owner in a neat and orderly condition at all times. No garbage, refuse, trash or inoperative vehicle or other debris shall be permitted to accumulate or remain on any Lot. In the event any Owner shall fail to discharge his aforesaid responsibilities in a manner satisfactory to the Board of Directors of the Association, the Association, upon a two-thirds (2/3) vote of its Board of Directors, and after fifteen (15) days notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot and perform necessary maintenance, repairs and restoration, or to remove any offending material or object. Such action shall not be deemed a trespass, and the cost of same when performed by the Association shall be added to and become part of the assessment to which such Lot is subject.

16. Declarant and all property owners agree that the present barn, house, and all land which fronts on the Borough alley, forming a boundary of the property to the East and all lands fronting on U. S. Highway Route #26 shall not be subject to any of the restrictions herein except for restrictions #3, 4, 8, and 9 hereinbefore; subject, however, to the limitations that the expanded use permitted by this Paragraph 16 shall apply only to that portion of Lots #41, 42, 43, 44, 45, 46, 62, 63, and 64, which is within 300 feet of the Westerly edge of U. S. Highway Route #26 or the Borough street which is adjacent to said lots, or 400 feet from the edge of the Borough street adjacent to said lots, in the case of Lots #65 and 66. The use of such property shall be limited further only by all ordinances of the Borough of Marklesburg and the laws of the Commonwealth of Pennsylvania.

17. **Easements of Rights-of Way:** The Grantor reserves unto itself, its successors and assigns, and all utilities serving the area, presently or in the future, the right to erect and maintain drainage courses, drainage pipe, and other drainage ways, telephone and electric light poles, for underground utilities, conduits, equipment, power, gas and water lines, or to grant easements or rights-of-way therefor, with the right of ingress 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 the land conveyed, or fifteen (15) feet from the edge of any right-of-way forming a part of the land and reserves such rights within the right-of-way of all roads within the Subdivision. The Grantor

further reserves unto itself, its successors and assigns and the Marklesburg Borough Council, such additional right-of-way for road purposes as may be required at any time in the future over a strip of land fifteen (15) feet wide bordering on all roads within the Subdivision.

18. Mobile Homes: The use of mobile homes is prohibited except for camping trailers as designed specifically for camping or shelter intended to be mobile in nature at all times. No equipment such as wheels, hitch or apparatus intended for the purposes of or necessary to meet highway regulations shall be removed. A camping unit shall not be parked on said premises for a period in excess of two (2) consecutive months.

19. Waterways: No stream, water course or spring on or near any tract may be contaminated, diverted, or permanently blocked.

20. Road Maintenance Fee: The Grantor may assess each Grantee the sum of Fifty (\$50.00) Dollars, per year, per parcel, for the use, upkeep, and maintenance of the right-of way within all sections of said Raystown Farms 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 an appointed committee of Raystown Farms Subdivision property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every parcel with said Raystown Farms 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 parcel and on or before the 31st day of January of each year thereafter. In the event of a resale of one (1) or more said parcels then the obligation to pay the said Fifty (\$50.00) Dollars assessment shall become the obligation of the new owners.

21. Road Maintenance Late Fee: Any assessment made pursuant to paragraph 20 shall include a late fee of Five (\$5.00) Dollars if made after its due date, together with interest at the rate of Nine (9%) per cent, per annum, from the date of delinquency, together with any reasonable Attorney's fees incurred in collection thereof after the responsibilities are delegated to the property owner's committee, the road maintenance fee may be raised by not more than ten (10%) per cent, per year, upon the affirmative vote of at least a majority of the property owners. No property owner who is in default in payment of the annual assessment lien as of February 1st in any year shall be entitled to vote.

22. Cessation of Road Maintenance Fee: The liability of any lot owner for the road maintenance fees set forth hereinbefore shall cease at such time as any governmental unit takes over that portion of the roadway in the Raystown Farms Subdivision on which that particular lot fronts.

23. Further restrictive Covenants: Nothing herein shall prohibit the developer from placing further restrictive covenants on any parcel or parcels in the subdivision prior to conveyance of the same.

24. Re-subdividing: Nothing herein shall prevent the Grantors from re-subdividing any of the parcels of land as shown on the subdivision plan prior to their sale.

25. Consent to Taking Over of Road: The Grantees of all lots in the Subdivision hereby agree by accepting the deed(s) to the said lot(s) on behalf of themselves, their successors and assigns, to consent to the taking over by the Borough of any roadways forming part of the lot conveyed to the said Grantees and do further by acceptance of the said deed(s) waive any further notice of taking over of the said road by the said Borough and do specifically agree for themselves, their successors and assigns that they shall be entitled to no damages on account of the taking over of said roadway.


26. Enforcement: Enforcement shall be proceedings at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages.

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

28. Nothing herein shall be construed to prevent the Declarant from imposing additional covenants or restriction on any lots not already conveyed by it. No lot in said Subdivision may be re-subdivided by the Purchaser, his heirs, successors, and/or assigns.

29. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now and hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter.

M. & T., A PARTNERSHIP
BY


John R. Gates, Power of Attorney (See
Misc. Book _____ at Page _____ - Huntingdon
County)