

## DECLARATION OF PROTECTIVE COVENANTS

Developer: James J. & Peggy S. Marter

Development: Lakewood Manor, Union Township, Huntingdon Co., Pa.

Address: RD #1 Box 406E, Mount Union, Pa. 17066

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 roads and paths shown on the attached plot plan.
- (2) The grantor reserves unto himself, his heirs or assigns, the right to erect and maintain telephone and electric 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. This shall not prohibit the erection of a toilet complying with County and State regulations and be placed in a secluded area.
- (4) All of said lots shall be used for residential and/or recreational purposes only. Minimum size of any residence constructed shall contain at least 480 square feet on the main floor. Only one (1) each residence is allowed per lot. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction. Chimneys must be fireproof and equipped with an approved spark arrester. Use of roofing materials such as asphalt shingles and roll roofing used for siding will not be allowed. On Lot Numbers 1 to 26 inclusive Colors approved for exterior surfaces are Forest Green, Brown, White, Gray, Black and Natural Stains being compatible with nature.
- (5) On Lot numbers 1 to 7 and 21 to 26 inclusive, No fences, livestock, vegetable garden, wood stacks, brush piles or anything but the natural habitat and growth are allowed within twenty five (25) feet from State Forest Land.
- (6) No open burning of Rubbish or vegetative debris is permitted during the period of March 1 to May 25 and October 1 to December 1, nor during any other period specified by the District Forester. This does not exclude the outside use of grills and/or enclosed fires which are permitted for cooking or recreational use.
- (7) Until such time Union Township adopts that portion of the John Bum Road used by this subdivision the following is in effect:
  - A. Heavy hauling permits must be obtained from the District Forester.
  - B. The road must be scraped at least once each year.
  - C. No Oil, Macadam or any changes may be done without prior approval of the District Forester.

LAKEWOOD MANOR

## LAKEWOOD MANOR, Protective Covenants (Continued)

- (8) 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.
- (9) No signs, billboards or advertising of any nature shall be erected, placed or maintained on any lots in Lakewood Manor, nor upon any building except directional and informational signs of the grantor.
- (10) No building shall be erected closer than 75 feet from the center of any street or road, nor closer than 25 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, than said 25 feet set-back shall apply only to outside lines.
- (11) Trucks, Buses, Old Cars or unsightly vehicles not having current State Inspection may not be stored or abandoned on said lots.
- (12) On Lot numbers 1 to 26 inclusive Mobile Homes and House Trailers are not allowed. On Lot Numbers 27 to 48 inclusive they are allowed. Travel type Campers, Tents etc., are allowed on all lots for a period not to exceed four (4) months and not to be used as a permanent residence.
- (13) Where there is a water runoff ditch 15" diameter culverts must be used in driveways leading from main subdivision roads.
- (14) Farm animals are limited to two (2) of a kind. Pigeons, Ducks, Birds and Fowl of all types are limited to (100) total combined species per lot. No Swine whatsoever are permitted.
- (15) 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 the used portion of the John Bum State Road and such other common facilities as the said grantor may provide therein. The rights and responsibilities as created by this paragraph will 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 Lakewood Manor 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 January thereafter. Where more than one (1) lot is owned assessment should be as for one (1) lot.
- (16) If the parties hereto or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in Lakewood Manor to institute any proceedings at law or in equity against the person or persons violating any such covenant, either to prevent him or them from doing so or to recover damages or other dues for such violation.
- (17) Invalidation of any one of these covenants by Court Order, shall in nowise effect any of the other provisions which shall remain in full force and effect.

LAKEWOOD MANOR, Protective Covenants (Continued)

(18) The minimum size of any lot subdivided, including the lot retained by the owner shall not be less than two (2) acres.

(19) Nothing herein is to be construed to prevent the grantor from placing further covenants or easements on any lot in Lakewood Manor which shall not have already been conveyed by them.

THE UNDERSIGNED hereby acknowledge receipt of a copy of this DECLARATION OF PROTECTIVE COVENANTS for Lakewood Manor development from James J. & Peggy S. Marter, and that the undersigned has made a personal on-the-lot inspection of ALL THAT CERTAIN lot or piece of ground situated in LAKEWOOD MANOR, Huntingdon County, Pennsylvania, BEING LOT NO. , described in the Subdivision PLAN OF LAKEWOOD MANOR, made by CHARLES MAYNARD COLONY, Registered Professional Engineer, McVeytown, Pennsylvania, on the day of A.D. 1981, and recorded in PLAN BOOK NO. Page in the Office Of The Recorder Of Deeds, Huntingdon County, Pennsylvania.

Dated \_\_\_\_\_

Purchaser \_\_\_\_\_

Witness \_\_\_\_\_

Purchaser \_\_\_\_\_

Salesman \_\_\_\_\_

Grantor - Seller \_\_\_\_\_

J. Marter SUB-DIVIDER

State of Pennsylvania  
County of Huntingdon  
On this 26th Day of May, A.D. 1981  
before me the subscriber, Recorder of Deeds,  
Came the above named James Marter  
and in due form of law acknowledging the foregoing  
indenture to be his act and deed.  
Desiring the same to be recorded as such.  
Witness my hand and official seal, the day and  
year aforesaid.  
John P. Mills  
Recorder of Deeds  
Commission Expires 1984.

RECORDED May 26, 1981 JOHN P. MILLS, RECORDER