

DECLARATION OF RESTRICTIVE COVENANTS

TIMBERLAKE SUBDIVISION
Union Township, Huntingdon County, Pennsylvania

MADE THIS 29th DAY OF APRIL, 1983

By

PENN-MAR DEVELOPMENT COMPANY, a partnership of
RAYMOND T. PASZKIEWICZ, NORBERT J. PASZKIEWICZ,
JOSEPH S. ROMECKI, THOMAS A. LLOYD and MAX S. MAYER,
having its principal place of business in
Juniata Township, Huntingdon County, Pennsylvania

The subdivision known as Timberlake situate in Union Township, Huntingdon County, Pennsylvania, as more particularly described in a plan of said subdivision recorded in the Office of the Recorder of Deeds for Huntingdon County, Pennsylvania in Plan Book 5, Page 83, shall be subject to the following restrictive covenants which are to run with the land, and shall bind the purchasers of lots within said subdivision and their heirs, successors and assigns.

Penn-Mar Development Company, owner of Timberlake, hereby declares that at the time of recording these Restrictive Covenants, none of the lots in Timberlake have been conveyed; and further declares that it is the intent of Penn-Mar Development Company to subject each lot forming a part of Timberlake to the restrictions, conditions, covenants and easements hereinafter set forth in order to ensure the orderly development and improvement of all of the property as an aesthetically pleasing residential area.

NOW, THEREFORE, Penn-Mar Development Company does hereby declare that all of the real property forming part of Timberlake as shown on the aforementioned plan of survey shall be held, sold and conveyed subject to the following restrictions, conditions, covenants, easements and charges, which shall all be deemed covenants running with the land, and shall be binding upon and shall inure to the benefit of all parties having any right, title or interest in such property or any part thereof.

1. Penn-Mar Development Company hereby grants and conveys to the property owners, for their use forever, all the roads and

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rights-of-way shown on the plan of Timberlake, as recorded in Plan Book 5, Page 83.

2. Penn-Mar Development Company shall assess each lot owner a sum not to exceed One Hundred Twenty-Five (\$125.00) 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 Penn-Mar Development Company may provide therein. The rights and responsibilities as created by this paragraph may be assigned by Penn-Mar Development Company 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 January in each year thereafter. In the event of the sale or transfer of any lot, the obligation to pay the said \$125.00 assessment shall become the obligation of the new owner(s), including any accrued but unpaid assessments.

3. The partners of Penn-Mar Development Company reserve unto themselves, their heirs, successors and assigns, the right to construct and maintain lines, conduits, and related equipment for telephone, electric, sewer, gas and water service, or to grant easements or rights-of-way therefor, including the right of ingress and egress for the purpose of construction or maintenance of the same. These reserved rights shall apply to 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 temporary toilet complying with provisions of Paragraph 9 below.

5. Minimum size of any residence constructed shall contain at least seven hundred twenty (720) 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 Penn-Mar Development Company 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 Penn-Mar Development Company.

6. All of the 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 building erected thereon except directional and information signs of Penn-Mar Development Company.

8. No building shall be erected closer than eighty (80) feet from the center of any street or road, nor closer than fifty (50) 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 50-foot set-back shall apply only to the outside property lines.

9. All septic or sanitary facilities constructed on said lots shall conform to the regulations of the appropriate County and State Health Departments.

10. No lot in said subdivision may be resubdivided into more than two (2) lots. The minimum size of each resubdivided lot, including the lot retained by the owner, shall not be less than two (2) acres.

11. Culverts must be used in all driveways leading from the main subdivision roads, and shall not be less than twelve (12) inches in diameter.

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

13. Only permanent single family dwellings shall be permitted in Timberlake. No mobile homes shall be allowed.

14. No building, dwelling, structure, garage, fence, wall or other improvement shall be commenced, erected, constructed, modified or altered on any lot in Timberlake until the plans, drawings and specifications showing the nature, kind, shape, height, materials, floor plans and location of such structure, and the existing and finished grading and elevation plans of the lot to be built upon, shall have been submitted to and approved in writing by the partners of Penn-Mar Development Company or any of them, or by anyone to whom they may delegate or authorize in writing as their representative to exercise such rights. A

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copy of such plans, drawings and specifications, as finally approved, shall be lodged permanently with Penn-Mar Development Company.

The partners of Penn-Mar Development Company shall have the right to refuse to approve any such plans or specifications which, in their opinion, are unsuitable, detrimental to, or not in harmony with the subdivision as a whole and its surroundings; but approval shall not be unreasonable withheld. If such plans, drawings and specifications have not been approved or disapproved by the partners of Penn-Mar Development Company or their authorized representative within thirty (30) days after the same have been submitted to and received by Penn-Mar Development Company, then such plans, drawings and specifications shall be considered to have been approved and the lot owner shall be deemed to have complied with this requirement.

15. Nothing herein is to be construed to prevent Penn-Mar Development Company from placing further covenants or easements on any lot in said subdivision which shall not have already been conveyed by it. But no existing covenant may be modified to make it less restrictive without the approval of all lot owners whose lots are subject to such existing covenant.

16. If the owner of any lot subject to these covenants shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot 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 a continuing violation or to recover damages or other dues for such violation.

17. Invalidation of any one or more 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.

18. Penn-Mar Development Company shall hold a meeting with the lot owners when twenty-five (25) of the lots are sold to decide if further improvements of roads, such as installing stone base or paving, is desirable; and if the majority of lot owners are in agreement to further improve said roads, bids shall be solicited for such improvements and each lot owner shall pay one-fortyseventh (1/47) of the total cost of such improvements for each lot owned.

CHARLES B. SWIGART
ATTORNEY-AT-LAW
HUNTINGDON PA