

Recorded in Huntingdon County Record Book \_\_\_\_\_, Page \_\_\_\_\_, on \_\_\_\_\_

**SHALE ROCK FARM, INC.**

**Raystown Reach Developments  
Amended Declaration of Protective Covenants and Restrictions  
recorded in record book 782 page 120**

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 plan of lots for Raystown Reach Development. Such use and conveyance is limited to the plan of lots, property, and its corresponding acreage only. Grantor hereby prohibits the extension of any roads or mainline utilities beyond the subdivision by property owners for any use, without prior written permission of Grantor. Grantor reserves the right forever to use such rights of way to extend any of such roads or underground utilities for Grantor's use at Grantor's discretion.
2. The Grantor shall assess each lot owner a sum of One Hundred and Fifty /00 (\$150.00) 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. Grantor may increase that amount to accommodate for increased costs at Grantor's discretion. However, any such increase may not exceed 30% per year. The rights and responsibilities as created by this paragraph 2 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 2 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 1<sup>st</sup> day January each year thereafter. Where more than one lot is owned by a party or parties the amount due as specified herein shall apply to each lot owned. In the event of a resale of one or more said lots, then the obligation to pay the said assessment shall become the obligation of the new lot owner(s).

At Grantor's discretion when sufficient lots have been sold, a lot owners association to be known as the "Raystown Reach Lot Owners Association" shall be formed. All lot owners shall be members of the Association, and shall assume the responsibility for the maintenance of the road(s) and other common facilities and the collection of said assessments. Such responsibility will include all aspects of road maintenance, storm water management, any common facility or structure, and snow removal. The lot owners shall be entitled to exercise one vote per lot owned in all property owners' association matters.

3. All lots shall be used for residential purposes and owners are responsible to obtain building permits prior to building. Mobile homes and doublewide trailers will not be permitted. Campers are not permitted. Modular homes will be permitted. No structure, except as herein provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached family dwelling, located on a foundation extending below the frost line which encompasses the perimeter of the structure, and, no more than two (2) one story accessory building(s) which may include a detached private garage, provided the use of such dwelling or accessory does not include any activity normally conducted as a business. Such accessory building(s) may not be constructed prior to the construction of the main dwelling, unless set back 200 feet from roads and other common facilities, and 100 feet from adjoining property lines within said subdivision. Provided, however, that said setbacks are available on the applicable lot, and, that setback

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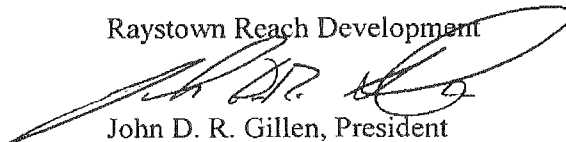
distances between the accessory building and adjoining property lines are maintained as undisturbed and wooded, and, that the accessory building shall conform with the style and exterior finish of the main dwelling.

4. All owners that build or excavate on lots are responsible for and must use storm water Best Management Practices (BMP's) to control erosion & sediment. One cubic foot of water, per Eight square feet of rooftop, will be the BMP installation requirements per lot to accommodate infiltration. One Dry Well will accommodate 250 cubic feet of water, based on an average 2000 square feet of roof top by using the dimensions: 5 feet deep, 5 feet wide x 10 feet long.
5. All houses and other structures must be completed within one year after commencement of ground breaking for construction.
6. No building of a temporary nature shall be erected or placed on any of the subject lots except those customarily erected in connection with 'building operations'; and in such cases, will be earth tone in color only, and for a period of time not to exceed six (6) months. Owners are responsible to obtain any permits required for such structures prior to erection.
7. No structure is permitted within any utility line or electric transmission line right-of-way, if applicable, unless first permitted in writing by the respective utility company granted such right-of-way.
8. All construction sites must be maintained as debris-free to the extent possible during the construction of any residence or permitted accessory building. All residences and permitted accessory buildings must be constructed in accordance with the PA Uniform Construction Code.
9. Prior to building, all plans are to be approved and initialed in writing by John Gillen and or his architectural committee or assigns, and such approval shall not unreasonably be withheld.
10. Vehicles without valid registration may not be parked or stored on any of said lots in the Raystown Reach Development. Vehicles of any type that are not licensed to be used on public roads and highways may not be used on any roads and rights of way shown on the plan of lots for said development. Recreational vehicles including but not limited to ATV's, dirt bikes, go carts may not be used on any roads and rights of way shown on the plan of lots for said development. Boats may not be stored or parked unless setback a minimum of 100 feet from the closest edge of the right-of-way of roads and other common facilities, 75 feet from adjoining property lines within said subdivision, maintaining setback distances between the boat and adjoining property lines undisturbed and wooded; and in such cases, will be for a period of time not to exceed six months. Boats may be stored in an accessory building in accordance with accessory building provisions as found in paragraph 3 herein. Motor homes may not be used on any lots for camping purposes. Motor homes may not be permanently stored or parked outside of a permanent dwelling on said lots unless stored or parked in an accessory building, and, said accessory building shall comply with provisions as found in paragraph 3 herein. Motor homes may not be permanently stored or parked outside an accessory building unless during a construction period of time not to exceed 6 months.
11. Livestock, excluding horses, will not be permitted. One horse per three acres of property owned will be permitted.

12. No signs, billboards or advertising of any nature shall be erected, placed or maintained on any lot, except one professional sign of not more than five square feet advertising the property for sale or rent, or builder signs to advertise the property during the construction or sales period.
13. It shall be the responsibility of each lot owner to prevent any unclean, unsightly or unkept conditions of buildings or grounds on such lot that shall tend to substantially decrease the beauty of the neighborhood as a whole.
14. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.
15. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Grantor. However, the Grantor hereby expressly reserves the right to Grantor, its successors or assigns, the right to re-plot any two (2) or more lots shown on the plat of any said subdivision, section, block, or part thereof prior to delivery of deed in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created.
16. There shall be no timbering or clear-cutting of any lot contained in the subdivision without the written approval of the "Raystown Reach Lot Owners Association". This restriction shall not apply to the cutting of dead timber for firewood for onsite use, or, to prepare a homesite, accessory building, and the like for construction.
17. Nothing herein is to be construed to prevent the Grantor from placing further covenants or easements on any lot in said subdivision that shall not have already been conveyed by them.
18. The protective Covenants and Restrictions as set forth in this declaration shall be deemed covenants running with the land and shall be binding upon the Grantor herein, the Grantees herein, their heirs, any future owners, executors, administrators and assigns.
19. In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior to subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction in this Declaration of Restrictions contained shall in no way affect any of the other restrictions, but they may remain in full force and effect.

Dated August 4, 2006

Raystown Reach Development



John D. R. Gillen, President  
Shale Rock Farm Inc.

(Acknowledgment by Corporation)

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ENTERED  
HUNTINGDON COUNTY  
PENNSYLVANIA  
Shale Rock Farm  
Aug 8 3 08 PM '06  
20.50  
JANET E. HANKS  
RECORDER OF DEEDS

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Huntingdon

On this, the 8 day of Aug, 20 06, before me,  
the undersigned officer, personally appeared John Gillen,  
who acknowledged him/herself to be the President of  
Shale Rock Farm Inc., and he/she, as such  
person/officer, being authorized to do so, executed the foregoing  
instrument for the purposes therein contained by signing his name as  
President of Shale Rock Farm Inc.

In witness whereof, I hereunto set my hand and official seal.

Kay Coons  
Signature of notary public or other officer  
authorized to administer oaths.

KAY COONS  
PROTHONOTARY  
HUNTINGDON COUNTY, PENNSYLVANIA  
MY COMMISSION EXPIRES JANUARY 2, 2010

I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office  
of HUNTINGDON COUNTY, PENNSYLVANIA



Janet E. Hanks  
Janet E. Hanks  
Recorder of Deeds

Recorded AUG 08 2006  
Janet E. Hanks, Recorder of Deeds