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DECLARATION OF RAYMOND : Dated: November 14, 1977
 CECIL and MARGARET E. : Acknowledged: November 14, 1977
 CECIL, husband and wife. : Recorded: _____
 : Deed Book Volume: _____

WHEREAS, RAYMOND CECIL and MARGARET E. CECIL, his wife, are the owners of all that certain tract of land situate in Dunbar Township, Fayette County, Pennsylvania, more particularly bounded and described in the deed of Nick Capella to Raymond Cecil and Margaret E. Cecil, his wife, which deed is dated March 8, 1963 and is recorded in the Office of the Recorder of Deeds of Fayette County, Pennsylvania, in Deed Book Volume 972, Page 487, containing 40.666 acres, to which description contained in said deed reference is hereby made; and

WHEREAS, the said RAYMOND CECIL and MARGARET E. CECIL, his wife, have laid out upon a portion of said tract of land a plan of lots known as "Cecil Plan of Lots Plan No. 1" (herein after sometimes referred to as "The Plan"), a plot of which is of record in the Recorder of Deeds Office of Fayette County, Pennsylvania, in Plan Book Volume 111 Page 189; and

WHEREAS, the said RAYMOND CECIL and MARGARET E. CECIL, his wife, desire to restrict the use of certain of said lots in said Plan and for that purpose have made the following declaration:

NOW, THEREFORE, BE IT KNOWN THAT the undersigned, RAYMOND CECIL and MARGARET E. CECIL, his wife, as the owners of all of the lots in said Plan, except Lot Nos. 21 and 22, do by these presents restrict the use of all of said lots except the afore-said Lot Nos. 21 and 22, in said Plan by the following protective covenants, to-wit:

1. LAND USE AND BUILDING TYPE:

All lots in the Plan shall be used exclusively for residential purposes. No structures shall be erected, altered,

6-17-88
 See declaration dated 6-13-88
 & recorded in P.D. #35-227

See 28, 1978. For reference to this Restrictive Covenants, see Plan Bk. 11 Pg. 189.

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placed or replaced or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one-half stories in height and a private garage which shall be integral or attached to the dwelling.

2. DWELLING SIZE:

No dwelling shall be erected on any lot in the Plan in which the ground floor square foot area, exclusive of garage and porches, shall be less than 1,200 square feet in the case of a one-story structure; nor less than 1,000 square feet in the case of a one and a half story structure; nor less than 800 square feet in the case of a two-story structure.

3. LOT RESUBDIVISION:

No owner of any lot of said Plan, his heirs, executors, administrators and assigns, shall sell or convey a portion of his lot or subdivide the same; each lot to remain the same size as was laid out and platted on the Plan of Lots aforementioned. Nothing herein contained, however, shall prevent an owner of any lot in said Plan of Lots who owns more than one (1) lot from selling or conveying one or more of his lots provided that said lot or lots are sold or conveyed in its entirety as it was laid out and platted on the Plan of Lots aforementioned.

4. EASEMENTS:

Easements for installation and maintenance of utilities and drain facilities are reserved as shown on the Plan. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels through these easements.

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5 . NUISANCES:

Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

6. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently.

7. SIGNS:

No signs of any kind shall be displayed to the public view on any lot except those used by a builder during construction or a sign of not more than five square feet advertising the property for sale or rent.

8. GAS, OIL AND MINING OPERATIONS:

No oil or gas drilling, development operations, refining, quarrying or mining operations or any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

9. ANIMALS AND LIVESTOCK:

No animals, livestock or poultry of any kind shall be raised, kept or bred on any lot except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

10. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping grounds for rubbish. Trash, garbage and other waste matter shall be kept in a sanitary container. All containers, incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean, sanitary and concealed condition.

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11. GENERAL PROVISIONS:

(a) These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 1990, at which time said covenants shall be automatically extended for successive period of ten years, unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

(b) The above recited restrictions and conditions are and shall be covenants running with the land and are hereby incorporated as part of the aforementioned "Cecil Plan of Lots Plan No. 1", as recorded in the aforesaid Recorder's Office, and all conveyances of any of said lots contained in said Plan or parts hereof, shall be made under and subject to said restrictions and conditions and shall be deemed accepted by the grantee or grantees thereof, even though such restrictions or conditions are contained in such deed or deeds by reference only to the place of recording of this declaration.

(c) In the event that any one of said restrictions and conditions shall be invalidated by Court Order or Decree, such invalidation shall in no wise affect any of the other provisions hereof, all of which shall be and remain in full force and effect.

(d) It shall be lawful for any person or persons owning any real property situate in the Plan to prosecute any proceeding at law or equity against the person or persons violation or attempting to violate any such covenant or restriction to enjoin said violations.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals thereto on this, the 14th day of November, 1977.

Raymond Cecil ¹⁴¹ (SEAL)
Raymond Cecil
Margaret E. Cecil ¹¹¹ (SEAL)
Margaret E. Cecil

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STATE OF PENNSYLVANIA :
: SS.
COUNTY OF FAYETTE :

On this, the 14th day of November, 1977, before me, the undersigned officer, personally appeared RAYMOND CECIL and MARGARET E. CECIL, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

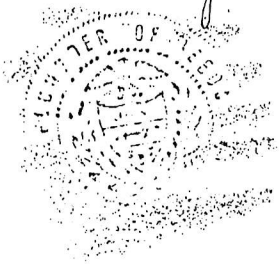
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Wilma A. Petrowski
Notary Public
WILMA A. PETROWSKI, Notary Public
Connellsville, Fayette Co., Pa.
My Commission Expires May 14, 1979

1227-225 0332
RECORDED
NOV 15 2 19 PM '77
HARRY L. WILLIAMS
RECORDER
FAYETTE COUNTY

1050

STATE OF PENNSYLVANIA } SS
COUNTY OF FAYETTE }
Recorded on this 15th day of Nov. A. D. 1977
in the Recorder's Office of said county in Deed
Book Vol. 1227 age 225 Given under my hand
and the seal of said office this day written
Harry L. Williams Recorder of Deeds



Mrs. Melba Wilson