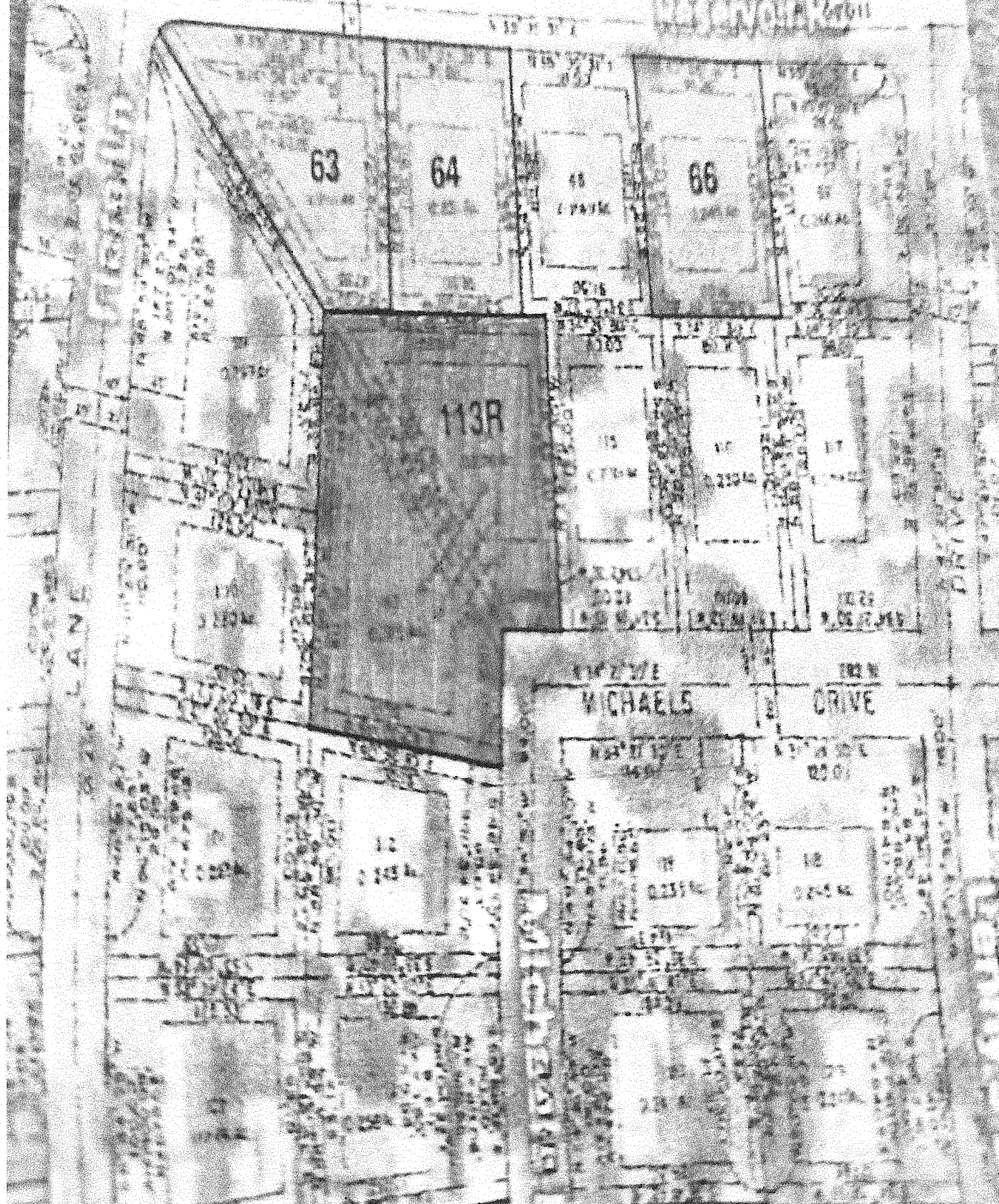
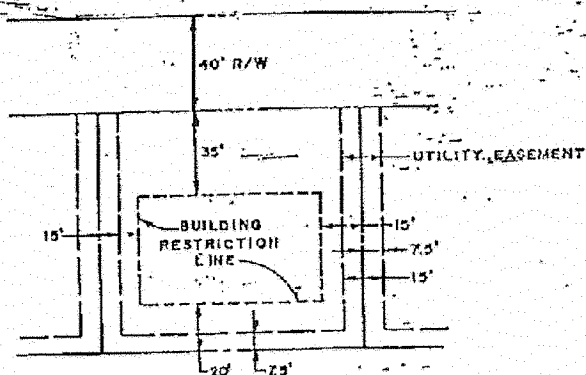


OLDTOWN VILLAGE

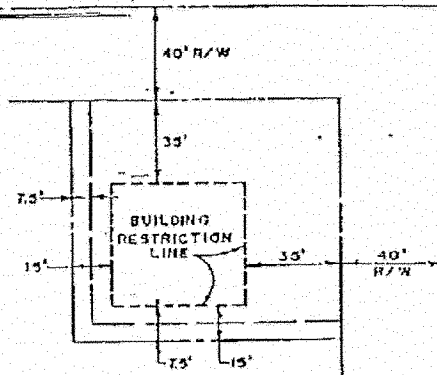


W. Pres 9-25-25 (Pg 1)

12 PAGES Received when purchased.
Buyer to verify information.



TYPICAL INTERIOR LOT



TYPICAL CORNER LOT

MINIMUM LOT SIZE 10,000 SF
 MINIMUM LOT WIDTH AT BUILDING LINE 75 FT.
 SIDE YARD 15 FT.
 REAR YARD 20 FT.
 FRONT YARD 35 FT.
 UTILITY EASEMENT WIDTH 15 FT. (7.5' on each lot)

REQUIRED MIN. FLOOR ELEVATIONS

(IF NO BASEMENT, APPLIES TO FIRST FLOOR).

REF: FRANKSTOWN TOWNSHIP, BLAIR CO., PA - FLOODPLAIN ORDINANCE
 NO 8-1-81A
 FRANKSTOWN TOWNSHIP, BLAIR CO., PA - NATIONAL FLOOD INSURANCE
 PROGRAM FLOOD BOUNDARY AND FLOODWAY MAP - PANEL
 G OF 22 - EFFECTIVE DATE JUNE 15, 1981.

LOT NO	100 YR WATER SURF EL.	+ 1.5 FEET	= MIN. FLOOR EL.
74	327.0	+ 1.5'	328.5
75	327.0		328.5
76	327.0		328.5
77	327.0		328.5
78	327.0		328.5
79	327.0		328.5
80	325.0		330.5
81	325.0		330.5
82	325.7		331.2
83	330.5		332.0
84	330.5		332.0
85	331.2		332.7
86	332.0		333.5
87	332.7		334.2
88	333.5		335.0
89	334.2		335.7
90	334.2		335.7
91	334.2		335.7
92	334.2		335.7
93	332.0		333.5

pg 2

DCK, Pres

REQUIRED MIN. FLOOR ELEVATIONS

(IF NO BASEMENT, APPLIES TO FIRST FLOOR)

REF: FRANKSTOWN TOWNSHIP, BLAIR CO, PA - FLOODPLAIN ORDINANCE
 NO 8-4-81A
 FRANKSTOWN TOWNSHIP, BLAIR CO., PA - NATIONAL FLOOD INSURANCE
 PROGRAM FLOOD BOUNDARY AND FLOODWAY MAP - PANEL
 G OF 22 - EFFECTIVE DATE JUNE 15, 1981.

LOT NO 100 YR WATER SURF EL. + 1.5 FEET = MIN. FLOOR EL.

74	327.0	+ 1.5'	328.5
75	327.0		328.5
76	327.0		328.5
77	327.0		328.5
78	327.0		328.5
79	327.0		328.5
80	325.0		330.5
81	325.0		330.5
82	325.7		331.2
83	330.5		337.0
84	330.5		337.0
85	331.2		337.7
86	332.0		333.5
87	332.7		334.2
88	333.5		335.0
89	334.2		335.7
90	334.2		335.7
91	334.2		335.7
92	334.2		335.7
103	332.0		333.5
104	332.7		334.2
105	332.7		334.2
106	332.7		334.2
107	331.2		332.7
108	331.2		332.7
109	331.2		332.7
110	331.2		332.7
111	330.5		332.0
120	325.0		330.5
121	329.7		331.2
122	325.7		331.2
123	325.7		331.2
124	330.5		332.0
125	325.7		331.2
126	325.0		330.5
127	325.0		330.5
128	328.2		329.7
130	327.5		329.4
131	327.8		329.3
140	327.2		328.7
141	327.3		328.8
142	327.5		329.0
143	327.6		329.1
144	327.9		329.4
145	328.1		329.6
146	328.1		329.6
147	328.2		329.7
148	328.1		329.6
149	328.1		329.6
150	327.8		329.3
151	327.6		329.1
152	327.5		329.0
153	327.3		328.8
154	327.2		328.7
155	327.0		328.5
156	327.0		328.5
157	327.0		328.5
158	327.0	+ 1.5'	328.5

pg 3

WCK, Pres

DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS
OF

500-1003 PMA 407

LEMA CORPORATION

Lema Corporation, a corporation duly organized and existing under the laws of the State of Pennsylvania, with its principal place of business situated in the City of Altoona, County of Blair and State of Pennsylvania, the owner of certain lands and premises situated in Frankstown Township, known as Oldtown Village hereby makes and executes the following declaration of protective covenants and restrictions as to that portion of said land which will be subdivided and sold to individual lot purchasers for the purpose of erecting private dwellings or residences thereon, it being expressly understood and agreed by such lot purchaser that the said protective covenants and restrictions shall not apply to nor shall anything contained herein be construed as limiting or restricting Lema Corporation in its use of the portions of the said land now owned or hereafter acquired by said Lema Corporation that is not subdivided for sale to individual purchasers; for example, but not by way of limitation, Lema Corporation shall not be limited in its use or sale of such portions of the said land as may be used or useful for commercial, townhouse, apartment, multi-family units, condominiums, or cooperative units, or similar purposes.

For Amendment to Declaration of Protective Covenants and Restrictions, recorded November 13, 1977, See also U.S. Bank No. 1007, Page 472.

revised per Joe Grappone (2-13-06)

pg 4

DLK, Pres

1. Nothing but one single family private dwelling or residence designed for occupancy by one family shall be erected on any lot, in said Oldtown Village, nor shall said premises be used for any purposes other than residential purposes, except that a two-car garage for the sole use of the owner or occupant of said lot, may be erected on said lot; provided, however, that nothing herein contained shall be construed to prevent the use of one building site consisting of two or more lots or the use as a building site of a lot and a portion of another lot or lots.

2. No single family dwelling erected on any lot shall contain more than two-and-one-half (2 1/2) floors and the total height of said dwelling shall not exceed thirty-five feet (35') to be measured from the top of the basement level of said dwelling and said basement level is to be that level which is wholly or substantially below ground.

3. The ground floor area of any dwelling of two or more floors shall contain a minimum of 800 square feet, exclusive of porches and garages.

4. The minimum area of living space of any single family dwelling therein, and exclusive of porches and garages, shall be not less than 1000 square feet.

5. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, or natural calamities.

6. No building, pool, facility or structure or any

PJ 5

OK Pres

addition thereto, or any part or projection thereof shall be erected on a lot beyond the building restriction line of said lot.

7. No excavation of stone, gravel, or earth shall be made upon any lot except for basements, cellars, retaining walls, inground swimming pools, landscaping and driveways.

8. Within one (1) month after completion of a dwelling on a lot, debris and waste material remaining on the ground shall be picked up and disposed of. Within one (1) year after the completion of a dwelling on a lot, said lot shall be landscaped, including the seeding of bare earth, in a workman-like manner.

9. Each lot owner shall construct and maintain suitable and adequate parking space on his lot for parking of his vehicles and the parking of vehicles of his guests so that said vehicles when parked shall not obstruct or interfere with vehicular travel on any of the roadways.

10. No trailer, shed, or other temporary or movable building or facility shall be erected or maintained on any lot except as may be reasonably necessary for a short period of time for use in aiding the erection of a dwelling on said lot, and in no event shall said trailer, shed or other temporary movable building or facility be maintained on a lot after completion of said dwelling.

11. No trailer, basement of a partially completed dwelling, tent, garage, barn, shed, structure or facility erected or maintained on any lot shall at any time be used as a residence.

12. No lot shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other

pg 6

DEK. Pres

waste of any type be allowed to accumulate on said lot.

Said rubbish, garbage, or other waste shall be kept in sanitary containers, and all such containers or incinerators or other equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition and located in as inconspicuous a place as possible.

13. No fowl, swine, cattle, sheep, goats, horses, or other domestic or wild animals shall be kept or maintained on any lot. This restriction shall not apply to dogs, cats, or other small domestic animals, generally considered as pets, so long as said dogs, cats or other small domestic animals are of a quiet and unoffensive nature.

14. No obnoxious or offensive use shall be made of any lot, nor shall any offensive trade or activity be carried on upon any lot, nor shall any activity of any nature whatsoever be conducted on a lot which may constitute a nuisance.

15. There are reserved certain perpetual, alienable and releasable easements over, upon, across and under each lot for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water or other public convenience or utilities.

16. Lines or appliances of any type designed for the purpose of drying laundry shall be erected and maintained in as inconspicuous a place as possible.

17. Before any dwelling on any lot is occupied, the owner thereof shall, at the owner's expense, connect to the municipal sewer service line of said lot, subject to prevailing Rules and Regulations.

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DEK, Pres

18. No mobile homes shall be erected on any lot.

19. No sign of any kind shall be displayed to the public view except signs advertising the sale of a lot or a house and lot.

20. No lot shall be subdivided or its boundary lines changed except to create one building site of two or more lots or the use as a building site of one lot and a portion of one or more lots, in which case, easements may be changed where they are no longer necessary, and building restriction lines can be changed, so long as the minimum building restrictions are provided for the new lot.

21. No above ground swimming pools shall be erected or maintained on any lot.

22. The setbacks as shown on the plan of Oldtown Village are incorporated herein by reference and all construction on the building lots in said plot shall conform thereto.

23. No dwelling, dwelling and garage or separate garage or any structure to be built on any lot in said plot under the provisions of these restrictions shall be erected until such time as Lema Corporation shall in writing have approved said plans and specifications and so notified the lot owner of said approval. Plans and specifications submitted for approval shall be complete and in detail and include elevations. The requirements hereof shall extend to alterations to existing dwellings on said lots as well as to new construction.

24. In the event a violation of any of the restrictions or covenants herein defined, Lema Corporation

Pg 8

DEK, Pres

its successors or assigns, in addition to any other remedies provided by law, shall have the right to abate the violation by entering upon the land upon which the violation exists, and to correct removal or expunge the same at the cost and expense of the lot owner who violated said restriction and/or covenant. Entry by Lema Corporation or its authorized servant or employee or agent, shall not constitute a trespass and shall not render it or them liable for damages as a result thereof.

25. The restrictions and covenants herein contained shall run with and bind the land and shall be for the benefit of all lot owners, their heirs and assigns, now and in the future and for the benefit of Lema Corporation, its successors and assigns. Failure to object to a violation of a restriction or covenants or failure to enforce or restrict a covenant by any interested party shall not be a waiver to subsequent violations or objections thereto, be it the same or a different violation.

26. The restrictions and covenants herein set forth are to extend for a period of twenty-five (25) years from August 1, 1977 and at the end of that time the same shall be automatically renewed for successive twenty-five (25) year terms. At any time within one year from the date of termination of said twenty-five (25) year periods, said restrictions and covenants may be altered or amended, in writing by concurrence of three quarters of the lot owners in the plot of Oldtown Village. Any such alteration or amendment of the terms and provisions of the restrictions and covenants herein set forth shall be filed of record in

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DEK Ras

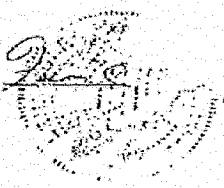
the Office of the Recorder of Deeds and Mortgages in and
for Blair County.

WITNESS the due execution hereof the _____ day
of *September* 1977.

ATTEST: LEMA CORPORATION

May E. Fiore
Secretary

By *Leonard S. Fiore*
President



COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF BLAIR : SS

On this, the *6th* day of *September*, 1977,
before me, the undersigned officer, personally appeared
LEONARD S. FIORE, who acknowledged himself to be the
President of Lema Corporation, the foregoing corporation,
and that as such, he, being authorized by such corporation
to do so, executed the foregoing deed for the purpose
therein contained by signing his name thereon as such.

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

Benjamin L. Levine, Jr.
Notary Public
BENJAMIN L. LEVINE, JR., Notary Public
Blair County, Pa.
My Commission Expires July 12, 1978

Recorded September 9, 1977 at 9:45 A. M.

James F. Munro, Recorder.

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DEK, P. 25

AMENDMENT TO
DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS

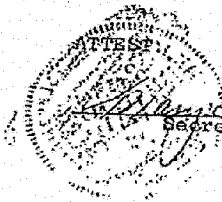
500-1007 P.L. 438

// OF
LEMA CORPORATION
pertaining to
the land development known as
OLDTOWN VILLAGE

Lema Corporation, a corporation organized and existing under the Laws of the State of Pennsylvania, the owner of lands situate in Frankstown Township, Blair County, Pennsylvania, known as Oldtown Village, makes the following amendment to the declaration of protective covenants and restrictions dated September 6, 1977, and recorded in Blair County Deed Book Volume 1003, at Page 407, to and for the same extent and purposes as and for those said restrictions heretofore entered of record, to have the same force and effect as if originally therein contained, as follows:

2. (a) The floor or ground level of any basement for any dwelling erected on any lot situate in the Plot or Plan of Oldtown Village shall not extend below the elevation of 924 feet.

WITNESS the due execution hereof the 7th day
of December, 1977.



LEMA CORPORATION

By [Signature]
Secretary President

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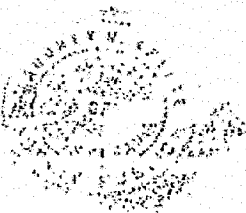
DLK, Pres

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF BLAIR : SS

500-1007 439

On this, the 7th day of December, 1977,
before me, the undersigned officer, personally appeared
LEONARD S. FIORE, who acknowledged himself to be the
President of Lema Corporation, the foregoing corporation,
and that as such, he, being authorized by such corporation
to do so, executed the foregoing deed for the purpose
therein contained by signing his name thereon as such.

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



Audrey N. Spence
Notary Public

AUDREY N. SPENCE, Notary Public
Allegheny, West Co., Pa.
My Commission Expires September 30, 1980

Recorded December 13, 1977 at 9:40 A. M.

James F. Summers, Recorder.

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DEK, Pres