

CONDITIONS OF SALE

The Conditions of the present public sale, held this 24th day of June, 2025, are as follows:

1. **SELLER.** This sale is held on behalf of Donald J. Kistler and Judith W. Kistler, hereinafter referred to as "Seller," the present owner of the Premises as hereinafter set forth.
2. **PREMISES.** The property to be sold, 255 N. Jackson Street, Strasburg Borough, Lancaster County, Pennsylvania, being more fully described in a Deed recorded in Lancaster County in Deed Book R-55, Page 162, hereinafter referred to as the "Premises," is more particularly described on Exhibit "A" attached hereto. Such deed is under and subject to the rights, reservations and restrictions as set forth in a deed from Dallas E. Hull, et ux to Stephen C. Yoder et ux, dated August 31, 1960 and recorded in Deed Book X-49, Page 147, and more particularly described on Exhibit "B" attached hereto.
3. **PURCHASE AND DOWN PAYMENT.** The auctioneer, Hess Auction Group, shall take bids upon the Premises, and, in the event that the Premises is placed in the hands of the auctioneer for sale, the highest bidder on the Premises shall be the Purchaser thereof upon the Premises being struck off to him (all references to Purchaser as contained herein is deemed to refer to all Purchasers, jointly and severally, whether masculine or feminine, although referred to herein in the singular masculine form). He shall immediately thereafter sign the Purchaser's Agreement on these Conditions of Sale and pay down ten percent (10%) of the Purchase Price as security for performance under the terms of this Agreement. Purchaser acknowledges that the down payment shall be paid to Seller and shall not be held in escrow.
4. **REBIDDING.** If any dispute arises among bidders, the Premises shall immediately be put up for renewal bidding by the auctioneer.
5. **TITLE.** The balance of the Purchase Price shall be paid at settlement, as hereinafter set forth. Upon this payment, the Seller shall convey to the Purchaser, by special warranty deed prepared at the Purchaser's expense, good and marketable fee simple title to the Premises, free and clear of liens and encumbrances except as noted in these conditions, but subject to existing wall rights, easements, building or use restrictions, zoning or land subdivision regulations, encroachments or cornices, trim and spouting over property boundaries, or encroachments of any kind within the legal width of public highways and subject to all easements, encumbrances, or encroachments which would be apparent upon reasonable physical inspection of the Premises.
6. **SETTLEMENT.** Settlement shall be held at the office of James Clark Associates, 277 Millwood Road, Lancaster, Pennsylvania, on or before August 8, 2025, which time shall be of the essence of this Agreement (unless some other time and place of settlement and closing agent shall be agreed upon by the Seller and the Purchaser). Possession shall be given to Purchaser at settlement.

7. **COSTS.**

- a. Purchaser shall pay acknowledgments to deed.
- b. All required state and local realty transfer taxes shall be paid by Purchaser.
- c. Real estate taxes upon the Premises shall be apportioned to the date of settlement or prior delivery of possession on a fiscal year basis.
- d. Water and sewer rent, if any, shall be paid by Seller on date of settlement or prior delivery of possession.
- e. Legally adequate description and preparing, obtaining, and/or recording releases or other documents or surveys reasonably required in order to make Seller's title to the Premises insurable at regular rates by a title insurance company of Seller's choice licensed to do business in the Commonwealth of Pennsylvania, shall be provided and/or paid for by Seller.
- f. The cost of any title search at regular rates, title insurance, certification of title, examination of title, and title company services, shall be paid by the Purchaser. Preparation of other documents, including, but not limited to a deed, mortgage, and bill of sale for personal property, if any, and all fees incurred at settlement, including attorney fees, tax certification fees, disbursement fees, recording fees, or settlement fees, whether purposed to be billed against Purchaser or Seller, shall be paid by Purchaser unless expressly contracted for in writing by Seller.

8. **OFFSITE BIDDING.** Seller shall accept bids from prospective bidders via the telephone and online on the following terms and conditions:

- a. Online bidders must register on HiBid.com in advance of the auction, and be approved to bid by Hess Auction Group.
- b. Successful bidder (telephone or online) must contact Attorney Alec Fornwalt 24 hours after conclusion of the auction to arrange a time to drop off deposit check and fully executed Conditions of Sale and Seller's Disclosure at the office of James Clark Associates or determined location.
- c. Failure to contact Attorney Alec Fornwalt within 24 hours OR appear at the duly arranged time to submit deposit check and fully executed documents may, at the election of the Seller, render this contract null and void and Seller shall be authorized to enter into a contract with any third party.
- d. Prospective bidder accepts all term herein.

9. **REJECTION OF BIDS.** Seller reserves the right to reject any and all bids. Seller reserves the right to withdraw the Premises from the sale and/or to adjourn the sale to a future date or dates.

10. **FINANCING.** The sale of the Premises and the Purchaser's obligation under these Conditions of Sale, shall not be contingent upon the Purchaser's ability to obtain financing for the purchase of the Premises, nor shall they be contingent upon the sale of any other real estate owned by the Purchaser.

11. **SURVEY.** Any survey, if desired or required by Purchaser shall be made at Purchaser's expense.

12. **EMINENT DOMAIN AND EASEMENTS.** The Seller represents that there are no pending and unsettled eminent domain proceedings and no appropriations by the filing of the State Highway plans in the Recorder's Office. Any proceeding for condemnation or by eminent domain instituted against the Premises after the date hereof shall in no way affect Purchaser's obligation to purchase the Premises; provided that Purchaser shall receive credit for any proceeds, consideration, damages, or sums paid by any condemning authority as a result of such action if the same is paid prior to settlement. Seller shall be under no obligation to defend against or appear in any such action, provided that Seller provides Purchaser with notice of the institution of such action no later than 15 days after Sellers' receipt of notice thereof, and, in such event, Seller shall cooperate in Purchaser's defense of or appearance in such action, at Purchaser's expense.

13. **CONDITION OF PROPERTY AND FIXTURES.** At settlement, the Premises and all its appurtenances and fixtures shall be in substantially the same condition as at present, except for ordinary reasonable wear and tear, damage of any kind which full or partial recovery may be had under the Seller's or Purchaser's insurance, damage which occurs after possession has been given to the Purchaser, damages arising from any condition of the Premises on the date of the execution hereof, or any taking by eminent domain. Notwithstanding the Seller's Disclosure Statement attached hereto, by execution of the Purchaser's Agreement, the Purchaser acknowledges that he has had a full and complete opportunity to inspect the Premises. *The Premises is being sold unto Purchaser "AS IS," with no representation, guarantee or warranty regarding the condition of the Premises or any improvement or structure erected on the Premises, including, but not limited to, its structural integrity, roof, appliances, electrical system, heating system, plumbing, water system, sewage disposal system, or any portion thereof.* The Lead-Based Paint Disclosure attached hereto notwithstanding, no representation is made or warranty given regarding the presence or absence of any hazardous or toxic substances, materials, or wastes, or that the Premises is in compliance with any federal, state, or local environmental laws or regulations. In the event any repair or improvement to or any inspection or testing of the Premises is desired by the Purchaser or by any lender proposing to provide Purchaser with financing for the purchase of the Premises, the costs of any such repair, improvement, inspection, or testing shall be payable solely by the Purchaser. Seller reserves the right to refuse to permit any such repair, improvement, inspection, or testing or to impose such conditions upon any permitted repair, improvement, inspection, or testing as Seller deems appropriate, including, but not limited to, insurance coverage and indemnification and hold harmless agreements. The Purchaser's Agreement shall not be conditioned upon any such repair, improvement, inspection, or testing or upon any specific results obtained from such inspection or testing.

14. **REAL ESTATE SELLER DISCLOSURE ACT.** The Purchaser acknowledges that the Real Estate Seller Disclosure Act, Act No. 84 of 1996 (68 P.S. §7103, et seq.) (hereinafter called the Act), requires that the Seller of real estate provide certain disclosures regarding any property being offered for sale, on a form required by the Act. Attached hereto is a Seller's Disclosure Statement. The Purchaser, by the execution of the Purchaser's Agreement attached to these Conditions of Sale, acknowledges that he has a full and complete opportunity to review the

Disclosure Statement attached hereto and acknowledges receipt thereof. The Purchaser hereby waives any further compliance with the Act by the Seller. The Purchaser hereby releases, remises, and quitclaims unto Seller any and all claims, actions, or causes of action under the Act. The Seller has not conducted or had conducted any inspection or examination of the Premises, or any fixtures or equipment included with the Premises prior to the date of this sale. The Disclosure Statement shall not constitute a guaranty or warranty of the condition of the Premises or any fixtures or equipment included with the Premises. The Disclosure Statement shall not amend or supersede the provisions of Paragraph 13 of these Conditions of Sale. The Purchaser further acknowledges that the auctioneer has not made any specific representations regarding the Premises and that the Purchaser has not relied upon any representations or statements of the auctioneer. The Purchaser releases the auctioneer from any claims, actions, or causes of action arising from or due to any defect in the Premises existing on the date of this sale.

15. **LEAD BASE PAINT DISCLOSURE: WAIVER OF RISK ASSESSMENT.** This notice is Environmental Protection Agency (hereinafter called EPA), 24 C.F.R. Part 35, and 40 C.F.R. Part 745. The Disclosure required by such regulations is attached hereto and made a part hereof. By the execution of the Purchaser's Agreement attached to these Conditions of Sale, the Purchaser acknowledges that he has reviewed the information as set forth in the Disclosure attached hereto and certifies that, to the best of his knowledge, the information provided therein is true and accurate. The Purchaser also waives rights under the aforesaid statute to be provided with a pamphlet required by the cited regulations about the dangers of lead poisoning. The attached Disclosure contains a waiver of risk assessment. As a result of the waiver of risk assessment as set forth in the attached Disclosure, the Purchaser acknowledges that the Premises to be sold "AS IS" and shall not be subject to or contingent upon any such assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

16. **ZONING.** The parties acknowledge that no representation whatsoever is made concerning zoning of the Premises or the uses of the Premises that may be permitted under local ordinances and that Purchaser has satisfied himself that the zoning of the Premises is satisfactory for his contemplated use thereof. The Purchaser hereby waives any applicable requirement for Seller to provide a certification of zoning classification prior to settlement pursuant to Act of July 27, 1955, P.L. 288, §3, as amended and reenacted (21 P.S. §613).

17. **FORMAL TENDER.** Formal tender of deed and purchase money is waived.

18. **DISBURSEMENT FEE.** Any disbursement or similar fees purported to be charged against Seller by any title company or attorney holding settlement for the Premises for services which Seller has not specifically engaged in writing shall be paid by Purchaser.

19. **INCLUSIONS WITH PREMISES.** Included in this sale are all buildings, improvements, rights, privileges, and appurtenances to the Premises, including, but not limited to:

- a. Refrigerator
- b. Freezer
- c. Stove
- d. Washing machine and dryer

20. **EXCLUSIONS FROM PREMISES.** The following items are expressly excluded from the sale and will be removed from the Premises by Seller prior to settlement, the Premises to be restored to reasonable condition by Seller prior to settlement:

- a. The Seller's personal property and furnishings.

21. **FIRE INSURANCE.** Seller will continue in force the present insurance coverage upon the Premises until delivery of deed or possession to the Purchaser, whichever event shall first occur, and, in case of loss, will credit on account of the purchase price at settlement any insurance collected or collectible either by Seller or any mortgagee or other loss payee therefor. The Purchaser should inquire after the Premises is struck off concerning the amount of such insurance.

22. **RADON DISCLOSURE.** Radon is a radioactive gas produced naturally in the ground by the normal decay of uranium and radium. Uranium and radium are widely distributed in trace amounts in the earth's crust. Descendants of Radon gas are called Radon daughters or Radon progeny. Several Radon progeny emit alpha radiation, which has high energy but short range. Studies indicate the result of extended exposure to high levels of Radon gas/Radon progeny is an increased risk of lung cancer. Radon gas originates in soil and rocks. It diffuses, as does any gas, and flows along the path of least resistance to the surface of the ground and then to the atmosphere. Being a gas, Radon can also move into any air space, such as basements, crawl spaces, and permeate throughout the home. If a house has a Radon problem, it can usually be cured by increased ventilation and/or preventing Radon entry. The Environmental Protection Agency advises corrective action if the annual average exposure to Radon progeny exceeds 0.02 working levels. Further information can be secured from the Department of Environmental Resources Radon Project Office, 1100 Grosser Road, Gilbertsville, Pennsylvania, 19525; Call 1-800-23RADON or (215) 369-3590. Purchaser acknowledges that Purchaser has the right to have the buildings inspected to determine if Radon gas and/or progeny are present. Purchaser waives this right and agrees to accept the Premises AS IS, with no certification from Seller. Purchaser releases, quitclaims, and forever discharges Seller, their heirs and assigns, from any and all claims, losses, or demands, including personal injuries, and all of the consequences thereof, whether now known or not, which may arise from the presence of Radon in any building on the Premises. The Seller has no knowledge concerning the presence or absence of Radon.

23. **PURCHASERS' DEFAULT.** In case of noncompliance by the Purchaser with any term of these Conditions, the Seller shall have the option, in addition to all other remedies provided by law, to exercise any one or more of the following remedies:

- a. To retain the Purchaser's down money as liquidated damages, regardless of whether or not, or on what terms, the Premises is resold; and/or
- b. To resell the Premises at public or private sale, with or without notice to the present Purchaser, and to retain any advance in price, or hold the present Purchaser liable for any loss resulting from such resale, meanwhile holding the down money paid hereunder as security for payment of such loss.

24. **SUMMARY OF CONDITIONS.** The Purchaser acknowledges that these Conditions of Sale were available for inspection by the Purchaser prior to the commencement of bidding and sale of the Premises, that the Purchaser had an opportunity to review the full Conditions of Sale, and that the Purchaser understands the contents thereof and all terms and conditions under which

the Premises is being sold, agreeing to be bound by the full terms and conditions as set forth therein. The Purchaser acknowledges that only a summary of the Conditions of Sale was read prior to commencement of bidding on the Premises and that the Purchaser is not relying upon the public reading of the Conditions of Sale as a complete statement of the terms and conditions for the sale of the Premises.

25. **PARTIES BOUND.** These conditions and the Agreement made hereunder shall be binding upon the parties hereto and their respective heirs, successors, executors, and assigns.

26. **INTENT.** This Agreement represents the whole Agreement between the parties. Any representations concerning the Premises, or otherwise, made prior to the execution of the Purchaser's Agreement, are superseded by this Agreement. No modification of these Conditions of Sale shall be valid unless made in writing, executed with the same degree of formality as these Conditions of Sale and the Purchaser's Agreement attached hereto.

27. **DAMAGES.** In the event of non-compliance by the Buyer with these Conditions of Sale, the Seller, in addition to any and all other remedies provided by law or in equity, shall have the option either (a) to retain the Buyer's down money as liquidated damages regardless of whether or not, or on what terms, the Property is resold, or (b) to resell the Property at public or private sale, with or without notice to the present Buyer or his/her sureties (if any), and to retain any advance in price, or to hold the Buyer and any sureties liable for any loss resulting from such resale, meanwhile holding the down money paid hereunder as security for the performance of the Buyer's obligations hereunder and/or for or toward payment of any such loss.

28. **SURVIVAL OF TERMS AND CONDITIONS.** These Conditions of Sale shall survive the settlement of the within-described Premises and shall be binding upon the parties hereto and their respective heirs, successors and executors.

IN WITNESS WHEREOF, the Seller has executed these Conditions the day and year first above written.

SELLER:

Donald J. Kistler

Judith W. Kistler

PURCHASER'S AGREEMENT & RECEIPT

The undersigned, as Purchaser, intending to be legally bound hereby, acknowledges that Purchaser has examined the Conditions of Sale attached hereto available for inspection prior to sale of the Premises, and agrees to be bound by the full terms thereof, further acknowledging that only a summary of the Conditions was read prior to commencement of bidding for the Premises. The Purchaser agrees to purchase the Premises described in the foregoing Conditions of Sale under the terms and conditions as therein set forth, for the sum of

_____ (\$ _____) Dollars.

In the event that Purchaser fails to make settlement as required in the foregoing Conditions of Sale, Purchaser hereby irrevocably authorizes any attorney of any court to appear for Purchaser, or any of them, and to confess judgment against Purchaser, jointly or severally, for all sums due hereunder, including any loss resulting from resale of the Premises by Seller, whether by private or public sale, with or without notice to Purchaser, upon filing of an Affidavit of Default under the terms hereof, together with interest at the rate of Ten (10%) Percent per annum, and together with a collection fee equal to Ten (10%) Percent of the amount then due, but in no event less than Two Hundred Fifty (\$250.00) Dollars, all costs of suit, release of heirs, and waiver of appeals, and without stay of execution. This warranty shall include a waiver of all appraisalment, stay, and exemption laws of any state, now in force or hereafter enacted. This Power of Attorney shall not be affected by the disability of the principal or principals.

IN WITNESS WHEREOF, the Purchasers have executed this Agreement on the 24th day of June, 2025, intending to be legally bound hereby.

Purchaser Name (print)

Purchaser Name (print)

Purchaser Signature

Purchaser Signature

Purchaser Address

Purchaser Phone Number

The undersigned acknowledges receipt from Purchaser on behalf of Seller

_____ Dollars
(\$ _____), representing the down payment for the Purchase of the Premises.

By: _____
Donald J. Kistler

By: _____
Judith W. Kistler

Exhibit "A"

PA. WARRANTY DEED.—11.

MLH:mc

3641

R-55-162
MAY 13 1966

PHILO LAW PLANKS
FOLD BY
THE PLANKERS CO.
WILLIAMSPORT, PA.
ALL RIGHTS RESERVED

Gift Deed

Made the 13th day of May
Nineteen hundred and Sixty-six (1966).

Between NORTON E. LOWNSBERY, JR. and RICHARD J. RHOADS, co-partners, trading and doing business as LOWNSBERY & RHOADS, of the Township of East Lampeter, County of Lancaster and State of Pennsylvania, parties of the first part, hereinafter called the Grantors,

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DONALD J. KISTLER and JUDITH W. KISTLER, his wife, as tenants by the entireties, of the Borough of Strasburg, County and State aforesaid, parties of the second part, hereinafter called the Grantees,

Witnesseth, That in consideration of NINETEEN THOUSAND EIGHT HUNDRED

(\$19,800.00) Dollars,

in hand paid, the receipt whereof is hereby acknowledged, the said grantor s do hereby grant and convey to the said grantee s, their heirs and assigns:

All THAT CERTAIN lot of land with improvements thereon erected, lying and being situate in the Borough of Strasburg, County of Lancaster and State of Pennsylvania, being known as Lot No. 16, Strasburg Heights, and also being known as 255 North Jackson Street, bounded and described as follows, to wit:

BEGINNING at an iron pin on the west line of North Jackson Street, a corner of Lot No. 15; thence extending along Lot No. 15, South seventy-five degrees no minutes West (S 75° 00' W), a distance of one hundred twenty-five (125) feet to an iron pin in line of Lot No. 10; thence extending along Lot No. 10 and a portion of Lot No. 9, North fifteen degrees no minutes West (N 15° 00' W), a distance of eighty (80) feet to an iron pin a corner of Lot No. 17; thence extending along Lot No. 17, North seventy-five degrees no minutes East (N 75° 00' E), a distance of one hundred twenty-five (125) feet to an iron pin on the aforesaid west line of North Jackson Street; thence extending along the west line of North Jackson Street, South fifteen degrees no minutes East (S 15° 00' E), a distance of eighty (80) feet to an iron pin, the place of BEGINNING.

BEING THE SAME PREMISES which Dallas E. Hull and Ada E. Hull, his wife, by deed dated October 11, 1965 and recorded in the Recorder of Deeds Office in and for Lancaster County, Pa. in Daed Book B, Volume 55, Page 469, granted and conveyed unto Norton E. Lownsbery, Jr. and Richard J. Rhoads, co-partners, t/d/b Lownsbery & Rhoads.

UNDER AND SUBJECT to the rights, reservations and restrictions as set forth in a deed from Dallas E. Hull et ux to Stephen C. Yoder et ux, dated August 31, 1960 and recorded in DBX X-49-147.

And the said grantor s, do hereby ~~grant~~ **SPECIALLY** the property hereby conveyed,



STAMPS
Pa. 198 00
Fed. 22 00
Local 198 00

In Witness Whereof, said grantors have hereunto set their hands and seal s the day and year first above written.

LANCASTER - STRASBURG
UNION TAX PD. :: : 198.00 PK

Signed, Sealed and Delivered
In the Presence of

Merrill G. Harsel
Charles J. Czerwinski

Norton E. Lowsbery, Jr.
Norton E. Lowsbery, Jr.
Richard J. Rhoads
Richard J. Rhoads
Co-partners, t/d/b Lowsbery & Rhoads



Commonwealth of Pennsylvania } SS.
County of LANCASTER

On this, the 13th day of May 19 66 before me a Notary Public

the undersigned officer, personally appeared Norton E. Lowsbery, Jr. and Richard J. Rhoads, co-partners, t/d/b Lowsbery & Rhoads

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 purpose therein contained.

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

MY COMMISSION EXPIRES
Lanc. Co., Pa.
Sept. 28, 1967

William J. Czerwinski
Notary Public

Witnessed by *Merrill G. Harsel*
Attorney
255 W. Jackson, St.,
Strasburg, Pa.

MAIL
R-55- 163

Exhibit "B"

PA WARRANTY DEED - 11.

21795

SEP 1 - 1960

PHILO LAW BLANKS
SOLD BY
THE PLAMERKORN CO
WILLIAMSPORT PA
ALL RIGHTS RESERVED

Made the Thirty - first day of August
Nineteen hundred and Sixty (1960);

LTC
6252

DALLAS E. HULL DALLAS E. HULL and ADA E. HULL, his wife, of the Borough
of Strasburg, County of Lancaster and State of Pennsylvania, parties of the
first part, hereinafter called the Grantors,

A
N
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STEPHEN C. YODER and FRANCES S. YODER, his wife, as tenants by the entireties,
of the Borough of Strasburg, County and State aforesaid, parties of the second
part, hereinafter called the Grantees,

Witnesseth, That in consideration of EIGHTEEN THOUSAND, FIVE HUNDRED
(\$18,500.00)

Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantees, and the survivor of them, their heirs and assigns:

All THAT CERTAIN lot or parcel of land, with the improvements thereon
erected, numbered and known as No. 355 Dallas Avenue, situated along the South
side of Dallas Avenue, in the Borough of Strasburg, County of Lancaster and
Commonwealth of Pennsylvania, bounded and described as follows, to wit:
BEGINNING at an iron pin on the South curb line of the aforementioned Dallas
Avenue at a corner of land of Merritt Birns; thence along land of Merritt Birns,
Louis Kishbaugh and Dallas E. Hull, respectively, South forty-one (41) degrees and
fifteen (15) minutes East, two hundred and eight and four-tenths (208.4) feet to
an iron pin at a corner; thence along land of John H. Witmer, South eighty-seven (87)
degrees and ten (10) minutes East, thirty-two and eight-tenths (32.8) feet to an
iron pin at a corner of other land of Dallas E. Hull; thence along said land of Dallas
E. Hull, North four (4) degrees and thirty-five (35) minutes West, one hundred and
fifty-one and forty-five one-hundredths (151.45) feet to an iron pin on the aforesaid
South curb line of Dallas Avenue; thence along said South curb line of Dallas Avenue by
a curved line curving to the North with a radius of eight hundred and fifty-nine
and eighty-nine one-hundredths (859.89) feet and an arc distance of one hundred
and eight and seventy-five one-hundredths (108.75) feet and the chord of said arc

being North eighty-eight (88) degrees and forty (40) minutes West, one hundred and eight and seven-tenths (108.7) feet to an iron pin; thence continuing along the said South curb line of Dallas Avenue, North eighty-four (84) degrees and forty (40) minutes West, forty-nine and three-tenths (49.3) feet to the place of the Beginning.

— CONTAINING fourteen thousand four hundred and ninety-six (14,496) square feet of land, more or less, according to survey made by Herbert M. Foulke, Reg. Eng.

— BEING a part of the same premises which Dallas E. Hull and Ada E. Hull, his wife, by deed dated April 13, 1955, and recorded in the Recorder of Deeds' Office, in and for Lancaster County, in Deed Book E, Volume 44, Page 24, granted and conveyed unto Dallas E. Hull and Ada E. Hull, his wife, their heirs and assigns.

— TOGETHER WITH AND UNDER AND SUBJECT to the following rights, reservations and restrictions:

— (1) The premises herein conveyed shall be used for a one-family single dwelling house only. A garage, if built, must be attached to the house and built of the same construction material or may be attached to the house by a means of a breezeway; such breezeway shall conform with the architectural design and general construction of the house and shall not exceed ten (10) feet in length.

— (2) No dwelling house or any part thereof shall be erected nearer to the curb line than thirty-five (35) feet or nearer to the side division lines than ten (10) feet.

— (3) No solid board fences shall be erected or maintained and all fences, if any, shall be of lawn wire type or hedge and not higher than three (3) feet.

— (4) No part of the herein conveyed premises shall be used for commercial, industrial or business purposes; no poultry, livestock or any objectionable animal may be kept or raised on any part of said premises.

— (5) No dwelling house shall be erected unless there is constructed with it a good and sufficient septic tank for the disposal of sewage such as is suggested and approved by the United States Department of Agriculture or Pennsylvania Department of Health, or connected with sanitary sewer lines when and if constructed. Installation of cesspools of any type is prohibited. All garbage, rubbish and waste shall be disposed of outside the boundaries of the Development by means of either personal conveyance or collection agencies.

— (6) No dwelling house, garage or driveway shall be erected, constructed or maintained, nor shall any addition to, change or alteration thereof be made unless and until the plans and specifications and statement of the approximate cost thereof, and the grading of the premises to be built upon, shall have been submitted to and approved in writing by D. E. Hull, his agent, his heirs and assigns.

And the said grantors do hereby ~~testament~~ SPECIALLY the property hereby conveyed,

In Witness Whereof, said grantors have hereunto set their hands and seal the day and year first above written.

Signed, Sealed and Delivered
In the Presence of
Pete B. Hetrick
Marion Hassel

Wallas E. Hull
(Dallas E. Hull)
Ada E. Hull
(Ada E. Hull)

Commonwealth of Pennsylvania
County of LANCASTER

On this, the 7th day of August 1960, before me a Notary Public

the undersigned officer, personally appeared DALLAS E. HULL and ADA E. HULL, his 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 purpose therein contained.
IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal.

MY COMMISSION EXPIRES
Feb 1 - 1961

Pete B. Hetrick
Notary Public



I Herewith Certify, that the precise address of the grantee is herein is

355 Dallas Avenue, Borough of Strasburg, Lancaster County, Penna.

STAMPS
Pa. 185.00
Fed. 20.35

Marion Hassel
Attorney