

02-1256-CD  
CHARLES F. ELLIS, JR. -vs- CHARLES F. ELLIS, JR.

**COVENANT AGAINST LIENS**

2002-1256-C0

**THIS AGREEMENT** made this 12<sup>th</sup> day of August, 2002,  
between Charles F. Ellis, Jr., of RR #1, Box 64, Rockton, Pennsylvania, herein referred to as  
"Owner",

- A N D -

Charles F. Ellis, Jr. trading and doing business as Ellis Plumbing and Heating Company,  
RR #1, Box 64, Rockton, Clearfield, Pennsylvania, hereinafter referred to as "Contractor",

**WHEREAS**, Charles F. Ellis, Jr., owner herein, are about to execute contemporaneously  
herewith, a contract, with Charles F. Ellis, Jr., t/d/b/a Ellis Plumbing and Heating Company,  
Contractor herein, for certain construction work to be performed upon certain lots of land situate and  
described as follows:

ALL that certain tract of land designated as Lot No. 90, Section 6A, in the Treasure Lake  
Subdivision in SANDY TOWNSHIP, Clearfield County, Pennsylvania, recorded in the Recorder of  
Deeds Office In Misc. Docket Map File No. 25.

**EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:**

1. All easements, rights of way, reservations, restrictions and limitations shown or contained  
in prior instruments of record and in the aforesaid recorded Plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146,  
at page 476; all of said Restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Grantor or Treasure Lake  
Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against  
it.

BEING the same premises conveyed to Charles F. Ellis, Jr. by Deed from Scott D. and  
Melissa C. Shobert, dated November 30, 1992, and recorded in the Office of the Recorder of Deeds  
in and for Clearfield County, PA, in Deed Book Volume 1511, Page 454.

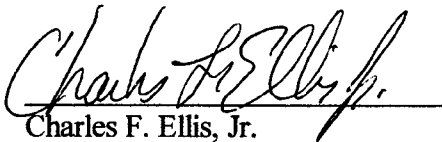
**FILED**

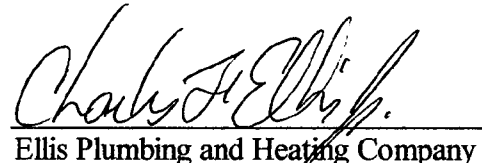
AUG 13 2002

William A. Shaw  
Notary Public

PD  
2002

NOW, the day and date first above written, and at the time of and immediately before the execution of the principal contract, and before any authority has been given by the said Owner to the said Contractor to commence work or purchase materials upon the same, in consideration of the making of the said contract and the further consideration of One (\$1.00) Dollar to Contractor paid by Owner, receipt whereof is hereby acknowledged, it is hereby agreed by and between the said parties hereto that the said Contractor, for themselves, their subcontractors and all other parties acting through or under them, hereby covenants and agrees that no mechanics lien or claim shall be filed or maintained by them, or any of them, against the subject premises for or on account of any work done or materials furnished by them or any of them under the principal contract or otherwise for, toward, in, or about the said construction; and the said contractor, for themselves, their subcontractors and all others under them, hereby expressly waives and relinquishes the right to have or maintain any mechanics lien or claim against the subject premises, and that this agreement waiving the right of lien shall be an independent covenant.

  
Charles F. Ellis, Jr.

  
Ellis Plumbing and Heating Company  
By: Charles F. Ellis, Jr.

COMMONWEALTH OF PENNSYLVANIA

:

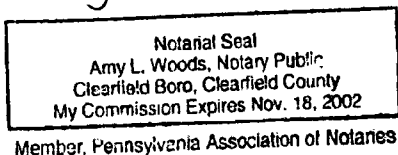
SS

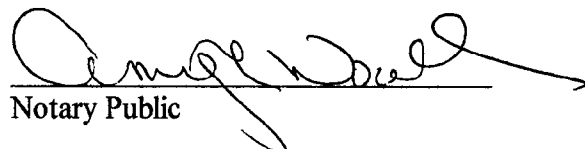
COUNTY OF CLEARFIELD

:

Before me, the undersigned officer, personally appeared Charles F. Ellis, Jr., known to me or satisfactorily proven to be the same, who, being duly sworn according to law, acknowledged that he executed the foregoing instrument for the purposes contained therein.

In witness whereof, I have hereunto set my hand and official seal this 12<sup>th</sup> day of August, 2002.



  
Notary Public