

Dated: December 17, 1999

**DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESERVATIONS, AND  
EASEMENTS FOR THE LOUIS AND KENNETH BRENNEMAN SUBDIVISION,  
MORRIS TOWNSHIP, HUNTINGDON COUNTY, AND  
CATHERINE TOWNSHIP, BLAIR COUNTY, PENNSYLVANIA.**

The real estate, which is subject to these Restrictive Covenants, Conditions, Reservations, and Easements include Lot Nos. 1, 2, 3, 4, 5, 6, and 7 in the Louis and Kenneth Brenneman Subdivision, Morris Township, Huntingdon County, and Catherine Township, Blair County, Pennsylvania. The parcels are more fully described and recorded in Huntingdon County Plat Book 7, Page 150.

The above listed lots in the Louis and Kenneth Brenneman Subdivision shall be conveyed UNDER AND SUBJECT to the following restrictions, covenants, conditions, reservations, and easements, which shall be construed as covenants running with the land and which each Grantee by the acceptance of a deed or deeds on behalf of Grantee, Grantee's executors, administrators, heirs, and assigns, agrees to keep and perform.

1. The premises shall be used for residential purposes only and only one (1) single-family residential dwelling may be erected or maintained on the premises.
2. In addition, a garage for not more than three (3) cars may be erected as part of the dwelling or separate from the dwelling. Storage buildings, barns, or other outbuildings may be constructed only if approval is obtained from the developer.
3. In-home or wholesale businesses which do not create a nuisance to other lots shall be permitted only with the written permission of the Developer. If permission is granted for a business, it cannot be assigned or transferred without the written permission of the Developer. No business uses that would violate the Huntingdon County Clean and Green Program regulations shall be permitted.
4. No unregistered vehicle shall remain on the premises for more than one (1) month following the expiration of its registration, unless said vehicle is garaged. No junk or trash shall be disposed of on any lot. All trash, garbage, and refuse shall be stored in covered metal or plastic receptacles, or otherwise concealed from view by an enclosure or screening approved by Developer.
5. No new lots may be created in this subdivision.
6. No single-wide mobile homes (trailers) or temporary structures shall be kept, maintained, or allowed on the premises. Dwellings other than on-site construction (modular and double-wide homes) must be approved by the developer prior to construction.
7. Horses may be kept on any lot. No other livestock or poultry can be kept on any lot without the developer's written permission. Dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.
8. Grantees shall refrain from interference with all natural drainage courses and swales.
9. The exterior of any dwelling or garage must be completed within twelve (12) months from the start thereof, or else there shall be assessed against Grantee liquidated damages in the amount of Ten (10.00) Dollars per day for that time beyond the foregoing twelve (12) month period until such construction completed. Landscaping shall be completed within two (2) years after the start of construction. All driveways shall be constructed and maintained to a mud-free standard.
10. Minimum finished square footage of living space of all dwelling houses, excluding basements and garages, must be at least One Thousand Four Hundred (1,400) square feet, provided that Developer retains and shall have the exclusive right to waive such a provision if, in his judgment, a waiver is required by special circumstances. Such waiver decision by Developer shall be final and binding.

009120

- 11. Neither the Developer, nor their heirs or assigns, shall be liable in damages to anyone affected by these Covenants by reason of mistake in judgment, negligence, or nonfeasance.
- 12. No dwelling unit may be occupied until it is more than eighty percent (80%) completed, as determined by the Developer. Developer retains and shall have the exclusive right to waive such provision, if in Developer's judgment, a waiver is required by special circumstances. The waiver decision by Developer shall be final and binding on Developer, Grantees, and all other parties.
- 13. At no time shall any lot be stripped of its topsoil, except to the extent necessary for approved construction, and no topsoil shall be removed after the construction of the house is completed.
- 14. When the words Grantee, Grantees, or Developer are used in this document, those words are intended to include and shall be binding upon the heirs, executors, administrators, legal representatives, successors, and assigns of Grantee, Grantees, and Developer.
- 15. These parcels are enrolled in the Huntingdon County Clean and Green Agricultural Tax Reduction Program. Any real estate tax liability or penalty resulting from an ineligible use of the property for this program shall be the full responsibility of the individual or individuals who created the ineligible use. There will not be any liability on the owners of any other lots.
- 16. These covenants shall expire on December 31, 2014

IN WITNESS WHEREOF, Kenneth T. Brenneman and Elizabeth A. Brenneman, his wife, and Louis C. Brenneman and Sandra K. Brenneman, his wife, owners of the Louis and Kenneth Brenneman Subdivision, have signed this Declaration and state that this Declaration shall apply to the Louis and Kenneth Brenneman Subdivision in Morris Township, Huntingdon County, and Catherine Township, Blair County, Pennsylvania.

Witness:

*Don C. Myer*  
*Don C. Myer*  
*Don C. Myer*  
*Don C. Myer*

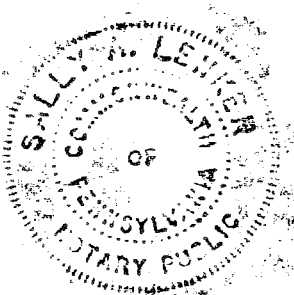
*Kenneth T. Brenneman*  
 Kenneth T. Brenneman  
*Elizabeth A. Brenneman*  
 Elizabeth A. Brenneman  
*Louis C. Brenneman*  
 Louis C. Brenneman  
*Sandra K. Brenneman*  
 Sandra K. Brenneman

ENTERED  
 HUNTINGDON COUNTY  
 PENNSYLVANIA  
 DEC 27 10 43 AM '99  
 15:50  
 JANE E. HANKS  
 RECORDER OF DEEDS

STATE OF PENNSYLVANIA  
 COUNTY OF Centre SS

Before me, a notary public, personally appeared *acknowledged* Kenneth T. Brenneman and Elizabeth A. Brenneman, his wife, and Louis C. Brenneman and Sandra K. Brenneman, his wife, and they have declared that they have signed *and* the Declaration of Restrictive Covenants, Conditions, Reservations, and Easements on this 17th day of December, 19 99.

*Sally A. Lenker*  
 Notary Public



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

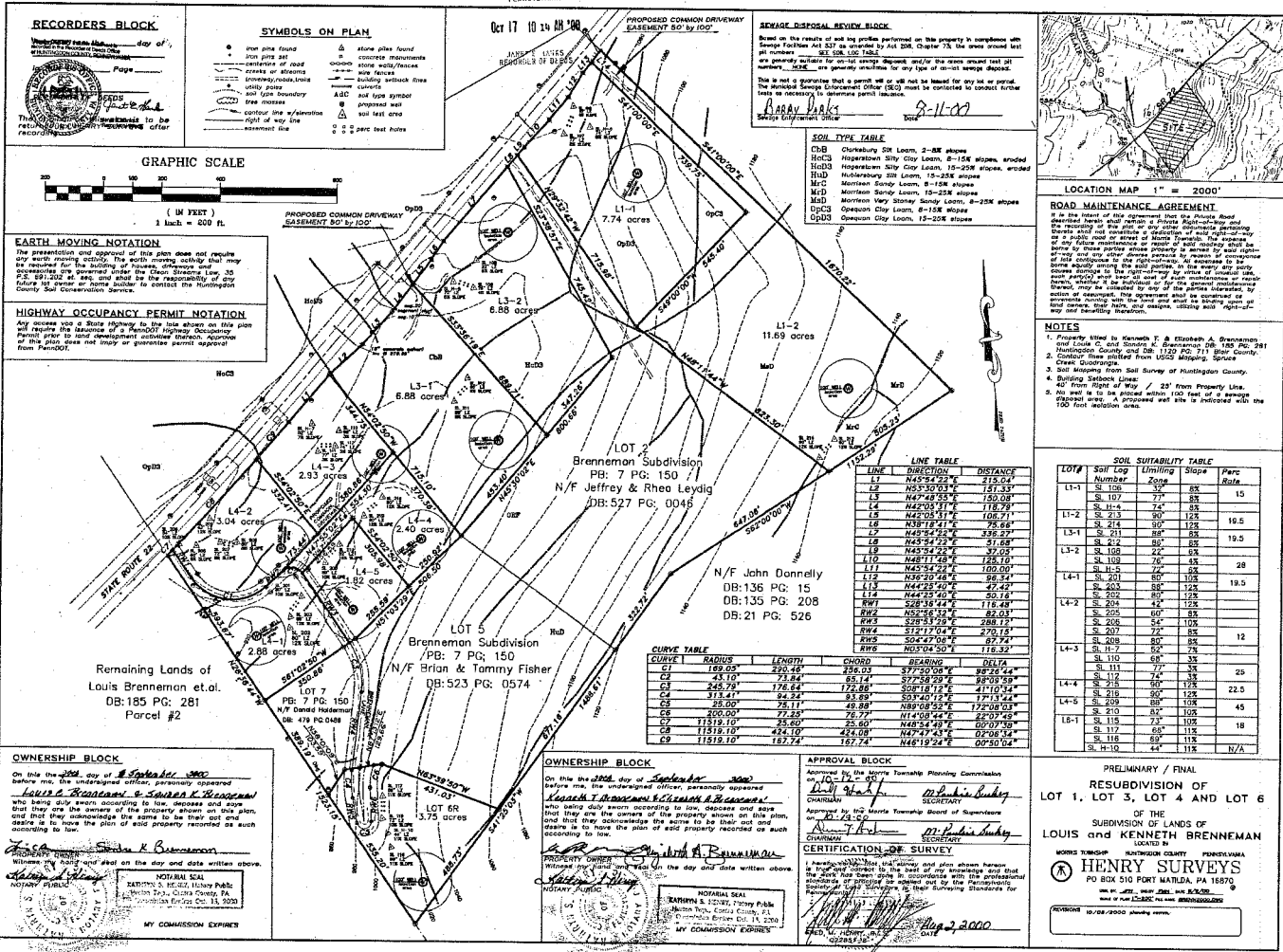


*Janet E. Hanks*  
 Janet E. Hanks  
 Recorder of Deeds

Notarial Seal  
 Sally A. Lenker, Notary Public  
 State College Boro, Centre County  
 My Commission Expires Oct. 6, 2003  
 Member, Pennsylvania Association of Notaries

Recorded December 27, 1999  
 Janet E. Hanks, Recorder of Deeds

ENTERED HUNTINGTON COUNTY PENNSYLVANIA



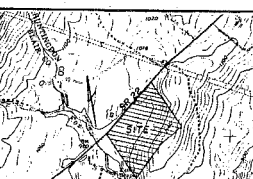
**RECORDERS BLOCK**  
 This plan was filed on this day of \_\_\_\_\_, 2000.  
 My Commission Expires \_\_\_\_\_

**SYMBOLS ON PLAN**

- Iron pipe found
- Iron pipe set
- Concrete monument
- Stone walls/fences
- Long fence
- Building setback lines
- Current
- Not type symbol
- Proposed wall
- Soil test area
- Soil test hole
- Stone pile found
- Concrete monument
- Stone walls/fences
- Long fence
- Building setback lines
- Current
- Not type symbol
- Proposed wall
- Soil test area
- Soil test hole

Oct 17 10 14 AM '00  
 ANNEX 1555  
 REGISTER OF DEEDS

**SEWAGE DISPOSAL REVIEW BLOCK**  
 Based on the results of soil log profiles performed on this property in compliance with  
 State Pollution Act 327 as amended by Act 206, Chapter 73, the owner should list  
 all pit numbers on this plan. If any pit numbers are present on the plan, they should be  
 accompanied by a copy of the approved permit for any type of on-site sewage disposal.  
 This is not a guarantee that a permit will or will not be issued for any use or period.  
 The approved Sewage Disposal Order (SDO) must be provided to construct these  
 pits as necessary to determine permit issuance.  
 8-11-00  
 Sewage Department Clerk



**GRAPHIC SCALE**  
 1 inch = 200 ft.

**EARTH MOVING NOTATION**  
 The preparation and approval of this plan does not require  
 any earth moving activity. The earth moving activity that may  
 be required for the building, houses, driveway and so on  
 shall be the responsibility of the owner. The owner shall  
 obtain all necessary permits from the appropriate  
 County Soil Conservation Service.

**HIGHWAY OCCUPANCY PERMIT NOTATION**  
 Any access via a State Highway to the lots shown on this plan  
 shall require the issuance of a Highway Occupancy  
 Permit prior to land development activities. Approval  
 of this plan does not imply or guarantee permit approval  
 from PennDOT.

**SOIL TYPE TABLE**

ChB	Chesapeake Soil Loam, 2-8% slopes
HoC3	Hagerstown Silty Clay Loam, 8-15% slopes, eroded
HuB3	Hagerstown Silty Clay Loam, 15-25% slopes, eroded
HuD	Hagerstown Silty Loam, 15-25% slopes
MdC	Monticent Sandy Loam, 8-15% slopes
MdD	Monticent Sandy Loam, 15-25% slopes
OpC3	Opawton Clay Loam, 8-15% slopes
OpD3	Opawton Clay Loam, 15-25% slopes

**ROAD MAINTENANCE AGREEMENT**  
 In the event of this agreement that the Private Road  
 (hereinafter referred to as "Private Road") shall be  
 maintained and repaired by the owner of the  
 Private Road and constitute a dedication of the right-of-way  
 of a Private Road or Street of Public Use. The owner  
 of the Private Road shall be deemed to have agreed to  
 be bound by these terms and conditions and to be  
 bound by the terms and conditions of any other  
 agreement or agreement that may be entered into  
 between the owner of the Private Road and the  
 County of Huntington, West Virginia, or any other  
 authority having jurisdiction over the Private Road.  
 The owner of the Private Road shall be deemed to  
 have agreed to be bound by the terms and conditions  
 of any other agreement or agreement that may be  
 entered into between the owner of the Private Road  
 and the County of Huntington, West Virginia, or any  
 other authority having jurisdiction over the Private  
 Road.

**NOTES**

- Property titled to Kenneth F. & Elizabeth A. Brennen and Louis C. and Susan M. Brennen DB: 185 PG: 281
- County lines plotted from USGS Hydrographic Survey Chart 11000
- Soil Mapings from Soil Survey of Huntington County, West Virginia
- Building Setback Lines: 40' from Right of Way / 25' from Property Line.
- No well to be placed within 100 feet of a natural stream. A proposed well site is indicated with the 100 foot setback line.

**LINE TABLE**

LINE	DIRECTION	BEARING	DISTANCE
L1	N45°30'03"E	213.04'	
L2	N55°30'03"E	181.33'	
L3	N45°30'03"E	150.00'	
L4	N45°30'03"E	118.79'	
L5	N45°30'03"E	108.71'	
L6	N58°18'41"E	75.66'	
L7	N45°30'03"E	39.27'	
L8	N45°30'03"E	31.05'	
L9	N45°30'03"E	125.10'	
L10	N45°30'03"E	100.00'	
L11	N45°30'03"E	86.34'	
L12	N45°30'03"E	50.76'	
L13	N45°30'03"E	50.76'	
L14	N45°30'03"E	50.76'	
RW1	S25°54'42"E	114.88'	
RW2	N52°56'12"E	82.03'	
RW3	S25°54'42"E	288.15'	
RW4	S12°11'04"E	270.25'	
RW5	S04°47'06"E	87.74'	
RW6	N05°00'00"E	116.33'	

**CURVE TABLE**

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	189.00'	290.49'	236.03'	S77°30'06"E	88°28'42"
C2	43.10'	73.64'	65.14'	S72°58'29"E	88°59'59"
C3	245.79'	176.64'	172.86'	S05°18'12"E	41°10'54"
C4	314.44'	64.32'	62.89'	S03°40'19"E	17°13'24"
C5	35.00'	75.11'	49.86'	N89°08'05"E	172°00'00"
C6	300.00'	77.25'	76.77'	N1°08'44"E	22°03'48"
C7	11319.10'	63.60'	25.00'	N44°24'49"E	60°03'48"
C8	11319.10'	424.10'	424.08'	N47°47'43"E	00°06'12"
C9	11319.10'	187.74'	187.74'	N46°19'24"E	00°00'04"

**SOIL SUITABILITY TABLE**

LOT#	Soil Log Number	Zone	Limiting Slope	Perce	Rate
L1-1	SL 106	3B	8%		15
	SL 107	7A	8%		
L1-2	SL 114	7A	8%		
	SL 214	9B	12%		19.5
L3-1	SL 211	8B	8%		19.5
	SL 212	9B	8%		
L3-2	SL 108	2A	8%		
	SL 110	7B	8%		28
L4-1	SL 201	8B	10%		19.5
	SL 202	8B	10%		
L4-2	SL 204	4A	12%		
	SL 205	6B	8%		
L4-3	SL 206	5A	10%		
	SL 208	8B	8%		12
L4-4	SL 107	5B	7%		
	SL 111	7A	8%		25
L4-5	SL 215	5B	12%		22.5
	SL 216	9B	12%		
L5-1	SL 210	8B	10%		45
	SL 213	7A	10%		18
L5-10	SL 117	6A	11%		
	SL 118	6B	11%		
L5-10	SL 110	6A	11%		N/A
	SL 112	7A	8%		

**OWNERSHIP BLOCK**  
 On this the 28th day of September 2000  
 before me, the undersigned notary, personally appeared  
 Louis C. Brennen & Susan K. Brennen  
 who being duly sworn according to law, depose and say  
 that they are the owners of the property shown on this plan,  
 and that they acknowledge the same to be their soil and  
 desire to have the plan of said property recorded as such  
 according to law.  
 I, \_\_\_\_\_ Notary Public  
 My Commission Expires \_\_\_\_\_

**OWNERSHIP BLOCK**  
 On this the 28th day of September 2000  
 before me, the undersigned notary, personally appeared  
 Kenneth F. Brennen & Elizabeth A. Brennen  
 who being duly sworn according to law, depose and say  
 that they are the owners of the property shown on this plan,  
 and that they acknowledge the same to be their soil and  
 desire to have the plan of said property recorded as such  
 according to law.  
 I, \_\_\_\_\_ Notary Public  
 My Commission Expires \_\_\_\_\_

**APPROVAL BLOCK**  
 Approved by the State Township Planning Commission  
 on this the \_\_\_\_\_ day of \_\_\_\_\_, 2000.  
 \_\_\_\_\_ Chairman  
 \_\_\_\_\_ Secretary  
 Approved by the State Township Board of Supervisors  
 on this the \_\_\_\_\_ day of \_\_\_\_\_, 2000.  
 \_\_\_\_\_ Chairman  
 \_\_\_\_\_ Secretary

**CERTIFICATION OF SURVEY**  
 I, the undersigned, being duly sworn, depose and say that I am a duly licensed and active member of the Pennsylvania Society of Professional Surveyors and that I am duly qualified to perform the duties of a professional surveyor. I have personally supervised and participated in the making of the survey shown on this plan and I certify that the same is true and correct according to the best of my knowledge and belief and that I am not aware of any facts or circumstances which would render the same inaccurate or misleading. I have read the plan and I certify that it is a true and correct representation of the survey shown on this plan.  
 \_\_\_\_\_  
 Surveyor  
 My Commission Expires \_\_\_\_\_

**PRELIMINARY / FINAL RESUBDIVISION OF LOT 1, LOT 3, LOT 4 AND LOT 6 OF THE SUBDIVISION OF LANDS OF LOUIS AND KENNETH BRENNEN**  
 HENRY SURVEYS  
 PO BOX 510 FORT MARIETTA, PA 16870  
 PHONE 724-263-3600 FAX 724-263-3601  
 E-MAIL HENRY@HENRYSURVEYS.COM

**DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESERVATIONS, AND  
EASEMENTS FOR THE LOUIS AND KENNETH BRENNEMAN RESUBDIVISION OF LOT 1,  
LOT 3, LOT 4, AND LOT 6, MORRIS TOWNSHIP, HUNTINGDON COUNTY,  
PENNSYLVANIA.**

The real estate, which is subject to these Restrictive Covenants, Conditions, Reservations, and Easements include Lot Nos. L1-1, L1-2, L3-1, L3-2, L4-1, L4-2, L4-3, L4-4, L4-5, and L6-1 in the Louis and Kenneth Brenneman Resubdivision of Lot 1, Lot 3, Lot 4, and Lot 6, Morris Township, Huntingdon County, Pennsylvania. The parcels are more fully described and recorded in Huntingdon County Plat Book 8, Page 83D.

The above listed lots in the Louis and Kenneth Brenneman Subdivision shall be conveyed UNDER AND SUBJECT to the following restrictions, covenants, conditions, reservations, and easements, which shall be construed as covenants running with the land and which each Grantee by the acceptance of a deed or deeds on behalf of Grantee, Grantee's executors, administrators, heirs, and assigns, agrees to keep and perform.

1. The premises shall be used for residential purposes only and only one (1) single-family residential dwelling may be erected or maintained on the premises.
2. In addition, a garage for not more than three (3) cars may be erected as part of the dwelling or separate from the dwelling. Storage buildings, barns, or other outbuildings may be constructed only if approval is obtained from the developer.
3. In-home or wholesale businesses which do not create a nuisance to other lots shall be permitted only with the written permission of the Developer. If permission is granted for a business, it cannot be assigned or transferred without the written permission of the Developer.
4. No unregistered vehicle shall remain on the premises for more than one (1) month following the expiration of its registration, unless said vehicle is garaged. No junk or trash shall be disposed of on any lot. All trash, garbage, and refuse shall be stored in covered metal or plastic receptacles, or otherwise concealed from view by an enclosure or screening approved by Developer.
5. No new lots may be created in this subdivision.
6. No single-wide mobile homes (trailers) or temporary structures shall be kept, maintained, or allowed on the premises. Dwellings other than on-site construction (modular and double-wide homes) must be approved by the developer prior to construction.
7. Horses may be kept on Lots L1-1, L1-2, L3-1, and L3-2. No other livestock or poultry can be kept on any lot without the developer's written permission. Dogs, cats, or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.
8. Grantees shall refrain from interference with all natural drainage courses and swales.
9. The exterior of any dwelling or garage must be completed within twelve (12) months from the start thereof, or else there shall be assessed against Grantee liquidated damages in the amount of Ten (10.00) Dollars per day for that time beyond the foregoing twelve (12) month period until such construction completed. Landscaping shall be completed within two (2) years after the start of construction. All driveways shall be constructed and maintained to a mud-free standard.
10. Minimum finished square footage of living space of all dwelling houses, excluding basements and garages, must be at least One Thousand Four Hundred (1,400) square feet, provided that Developer retains and shall have the exclusive right to waive such a provision if, in his judgment, a waiver is required by special circumstances. Such waiver decision by Developer shall be final and binding.

002363

Portion of 30-06-05.1

- 11. Neither the Developer, nor their heirs or assigns, shall be liable in damages to anyone affected by these Covenants by reason of mistake in judgment, negligence, or nonfeasance.
- 12. No dwelling unit may be occupied until it is more than eighty percent (80%) completed, as determined by the Developer. Developer retains and shall have the exclusive right to waive such provision, if in Developer's judgment, a waiver is required by special circumstances. The waiver decision by Developer shall be final and binding on Developer, Grantees, and all other parties.
- 13. At no time shall any lot be stripped of its topsoil, except to the extent necessary for approved construction, and no topsoil shall be removed after the construction of the house is completed.
- 14. When the words Grantee, Grantees, or Developer are used in this document, those words are intended to include and shall be binding upon the heirs, executors, administrators, legal representatives, successors, and assigns of Grantee, Grantees, and Developer.
- 15. The undersigned parties acknowledge that the existing Restrictive Covenants recorded in Huntingdon County Record Book 523, Page 572 for the original Brenneman Subdivision plan recorded in Huntingdon County Plat Book 7, Page 150 shall remain applicable and in force for Lots 2, 5, and 7 on the original subdivision plan, and the owners of Lots 2, 5, and 7 are giving permission to the developers for the subdivision as shown in Huntingdon County Plat Book 8, Page 83D.
- 16. These covenants shall expire on December 31, 2014

IN WITNESS WHEREOF, Kenneth T. Brenneman and Elizabeth A. Brenneman, his wife, and Louis C. Brenneman and Sandra K. Brenneman, his wife, owners of the Louis and Kenneth Brenneman Subdivision, have signed this Declaration and state that this Declaration shall apply to the Louis and Kenneth Brenneman Subdivision in Morris Township, Huntingdon County, and Catherine Township, Blair County, Pennsylvania.

Witness:                    DATED: December 14, 2000

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*Kenneth T. Brenneman*  
 \_\_\_\_\_

Kenneth T. Brenneman

*Elizabeth A. Brenneman*  
 \_\_\_\_\_

Elizabeth A. Brenneman

*Louis C. Brenneman*  
 \_\_\_\_\_

Louis C. Brenneman

*Sandra K. Brenneman*  
 \_\_\_\_\_

Sandra K. Brenneman

STATE OF PENNSYLVANIA  
 COUNTY OF Centre                    SS

Notarial Seal  
 Sharon L. Hall, Notary Public  
 Snow Shoe Twp., Centre County  
 My Commission Expires June 29, 2002

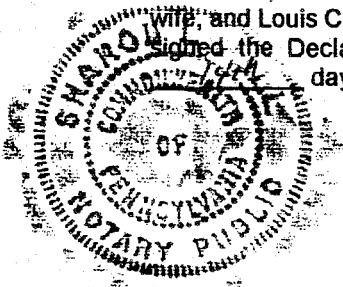
Member, Pennsylvania Association of Notaries

Before me, a notary public, personally appeared Kenneth T. Brenneman and Elizabeth A. Brenneman, his wife, and Louis C. Brenneman and Sandra K. Brenneman, his wife, and they have declared that they have signed the Declaration of Restrictive Covenants, Conditions, Reservations, and Easements on this day of December, 2000.

*Sharon L. Hall*  
 \_\_\_\_\_

Notary Public

Notarial Seal  
 Sharon L. Hall, Notary Public  
 Snow Shoe Twp., Centre County  
 My Commission Expires June 29, 2002  
 Member, Pennsylvania Association of Notaries



Witness:

\_\_\_\_\_  
\_\_\_\_\_

Jeffrey D. Leydig  
Jeffrey D. Leydig  
Rhea D. Leydig  
Rhea D. Leydig

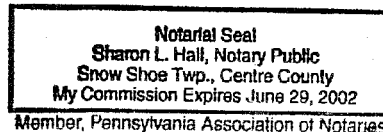
STATE OF PENNSYLVANIA  
COUNTY OF Centre SS

Before me, a notary public, personally appeared Jeffrey D. Leydig and Rhea D. Leydig, his wife, owners of Lot #2 as shown in Plat Book 7, Page 150, and they have declared that they have signed this Declaration of Restrictive Covenants, Conditions, Reservations, and Easements on this 14<sup>th</sup> day of December, 2000.



\_\_\_\_\_  
\_\_\_\_\_

Sharon L. Hall  
Notary Public



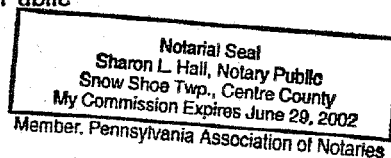
Donald E. Holderman  
Donald E. Holderman,  
Janet E. Holderman  
Janet E. Holderman

STATE OF PENNSYLVANIA  
COUNTY OF Centre SS

Before me, a notary public, personally appeared Donald E. Holderman and Janet E. Holderman, his wife, owners of Lot #7 as shown in Plat Book 7, Page 150, and they have declared that they have signed this Declaration of Restrictive Covenants, Conditions, Reservations, and Easements on this 14<sup>th</sup> day of December, 2000.



Sharon L. Hall  
Notary Public



Witness:

[Signature]  
\_\_\_\_\_

Brian K. Fisher  
Brian K. Fisher  
Tammy Sue C. Fisher  
Tammy Sue C. Fisher

STATE OF PENNSYLVANIA  
COUNTY OF Centre SS

Before me, a notary public, personally appeared Brian K. Fisher and Tammy Sue C. Fisher, his wife, owners of Lot #5 as shown in Plat Book 7, Page 150, and they have declared that they have signed this Declaration of Restrictive Covenants, Conditions, Reservations, and Easements on this 14th day of December, 2000.



[Signature]  
Notary Public

Notarial Seal  
Sharon L. Hail, Notary Public  
Snow Shoe Twp., Centre County  
My Commission Expires June 29, 2002  
Member, Pennsylvania Association of Notaries

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



[Signature]  
Janet E. Hanks  
Recorder of Deeds

ENTERED  
HUNTINGDON COUNTY  
PENNSYLVANIA  
John Luter  
APR 24 3 37 PM '01  
1530  
JANET E. HANKS  
RECORDER OF DEEDS

APR 24 2001  
Recorded \_\_\_\_\_  
Janet E. Hanks, Recorder of Deeds