

History of Protective Covenants and Other Binding Agreements on Bunn Mountain Property Owners

(a committee)

Rev – created 06.04.2023

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Date Created	Date Recorded by Recorder Of Deeds	Huntingdon County Record Book	Huntingdon County Record Book Page #	# of pages
August 1, 1978	August 15, 1978	099	036-040	5
October 3, 1979	October 3, 1979	103	0197-0198	2
April 26, 2004	April 26, 2004	709	0639-0642	4
January 16, 2009	January 27, 2009	926	0232-0234	3
February 18, 2011	March 3, 2011	1012	0905-0906	2*

*This is a settlement agreement

BOOK

099 PAGE 36

DECLARATION OF PROTECTIVE COVENANTS

Ridgeview Subdivision of Bunn's Mountain Associates, Inc.

OWNER AND DEVELOPER: Bunn's Mountain Associates, Inc.
113 Fourth Street
Huntingdon, PA 16652

DEVELOPMENT: Ridgeview, Todd Township
Huntingdon County, Pennsylvania

This subdivision shall be subject to the following protective covenants, which covenants are to run with the land:

1. Bunn's Mountain Associates, Inc., hereinafter referred to as Grantor, may assess each lot owner a sum not to exceed Fifty Dollars and 00/100 (\$50.00) per year, per lot, for the use, upkeep and maintenance of the road known as Todd Passage, lying within the Ridgeview Subdivision, and such other common facilities as the said Grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the Grantor to a committee of lot owners within the said subdivision, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision until paid. Payment of said assessment and levy shall be made on or before the thirty-first (31st) day of January next following the purchase of said lot, and on or before the thirty-first (31st) day of each year thereafter. Where more than one lot is owned by a party or parties, in the event of a resale of one or more of said lots, then the obligation to pay the said Fifty Dollars and 00/100 (\$50.00) assessment shall become the obligation of the new owner or owners. Lot No. 1 shall not be subject to or included for the

residential or recreational-residential use. No structure shall be erected, altered, placed or permitted to remain on any building lot other than a single family dwelling containing at least seven hundred (700) square feet on the main floor, but not to exceed two and one-half (2½) stories high. A detached out-building, and/or a detached or attached garage, not exceeding the total square footage of the dwelling, is permitted.

3. No building shall be located on any lot nearer than forty (40) feet to any lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that no portion of a building on a lot shall encroach upon another lot.

4. The Grantor, its successors and assigns, shall have the right to review and to approve or disapprove the exterior design of any dwelling units proposed to be constructed upon any lot within the subdivision. No dwelling unit shall be constructed to any extent without approval having been received in writing with regard to the exterior design thereof from Bunn's Mountain Associates, Inc., its successors or assigns.

5. No structure or vehicle or a temporary character, including but not limited to, mobile homes, trailers, recreational vehicles, campers or tents, may be used on any lot at any time without the written consent of Bunn's Mountain Associates, Inc., having been obtained by the user thereof.

6. Notwithstanding the provisions of paragraph 5, no mobile home or trailer designed for permanent residential use shall be affixed to any lot at any time.

7. No lot shall be used for any commercial purpose or purposes.

8. With the exception of Lot No. 1, no lot in the subdivision shall be re-subdivided. This restriction against re-subdivision shall not apply to Lot No. 1.

9. All sewerage disposal systems must be constructed in accordance with the requirements and standards of the local sewerage enforcement officer.

10. No part of any lot sold may be sold or used as a road or as a right-of-way to any property outside of this subdivision.

11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

12. No livestock or poultry of any kind shall be raised, bred or boarded or kept on any lot. Dogs, cats or other household pets may be kept, provided that they are not kept, bred, boarded, or maintained for any commercial purposes.

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waster shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

14. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said lots.

16. Invalidation of any one of these covenants by judgment of Court Order shall in no way affect any of the other provisions of this declaration.

17. Nothing herein is to be construed so as to prevent the Grantor from placing further covenants or easements on any lot in said subdivision which shall not have already been conveyed by them. The Grantees of any lot or lots in the aforesaid subdivision, or any of them, or their heirs or assigns, are hereby made parties to this Declaration of Protective Restrictions, and if such parties, or any of them, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.

18. These covenants and each and every one of them are to run with the land and shall be binding upon all parties who purchase or possess land within the said subdivision, their heirs, successors and assigns, and upon all persons claiming under them.

19. Upon the sale of fifteen (15) lots within the Ridgeview subdivision, Bunn's Mountain Associates, Inc., shall delegate all and any of the rights and responsibilities as created by this Declaration of Protective Covenants to a committee of lot owners within the said subdivision, said committee to be elected by the property owners thereof. Following this delegation of rights and responsibilities to the committee or association of lot owners, Bunn's Mountain Associates, Inc., shall no longer retain

11. No lot shall be subject to the PROPOSED DECLARATION OF PROTECTIVE COVENANTS for any other purpose than that stated herein. The provisions of this declaration shall not be subject to any other declaration of covenants, conditions and restrictions of any kind, and shall prevail over any such other declaration of covenants, conditions and restrictions of any kind.

12. The declaration of covenants, conditions and restrictions of any kind which may be recorded hereafter shall not be subject to any other declaration of covenants, conditions and restrictions of any kind, and shall prevail over any such other declaration of covenants, conditions and restrictions of any kind.

OWNER AND DEVELOPER: Bunn's Mountain Associates, Inc. Its office shall be at all times at 113 Fourth Street, Huntingdon, PA 16652.

DEVELOPMENT: Bunn's Point, Todd Township, Huntingdon County, Pennsylvania.

This subdivision shall be subject to the following protective covenants, which covenants are to run with the land:

1. Bunn's Mountain Associates, Inc., hereinafter referred to as Grantor, may assess each lot owner a sum not to exceed Fifty and 00/100 (\$50.00) Dollars per year, per lot, for the use, upkeep and maintenance of the road known as Todd Passage, lying within the Bunn's Point Subdivision. The rights and responsibilities as created by this paragraph may be delegated by the Grantor to a committee of lot owners within the said subdivision, elected by the property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision until paid. Payment of said assessment and levy shall be made on or before the thirty-first (31st) day of January next following the purchase of said lot, and on or before the thirty-first (31st) day of each year thereafter. Where more than one lot is owned by a party or parties, in the event of a resale of one or more of said lots, then the obligation to pay the said Fifty and 00/100 (\$50.00) Dollars assessment shall become the obligation of the new owner or owners.
2. All lots in the subdivision shall be limited to residential or recreational-residential use. No structure shall be erected, altered, placed or permitted to remain on any building lot other than a single family dwelling containing at least seven hundred (700) square feet on the main floor, but not to exceed two and one-half (2 1/2) stories high. A detached outbuilding, and/or a detached or attached garage, not exceeding the total square footage of the dwelling, is permitted.
3. No building shall be located on any lot nearer than forty (40) feet to any lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that no portion of a building on a lot shall encroach upon another lot.
4. The Grantor, its successors and assigns, shall have the right to review and to approve or disapprove the exterior design of any dwelling units proposed to be constructed upon any lot within the subdivision. No dwelling unit shall be constructed to any extent without approval having been received in writing with regard to the exterior design thereof from Bunn's Mountain Associates, Inc., its successors or assigns.
5. No structure or vehicle of a temporary character, including but not limited to, mobile homes, trailers, recreational vehicles, campers or tents, may be used on any lot at any time without the written consent of Bunn's Mountain Associates, Inc., having been obtained by the user thereof.
6. Notwithstanding the provisions of Paragraph 5, no mobile home or trailer designed for permanent residential use shall be affixed to any lot at any time.
7. No lot shall be used for any commercial purpose or purposes.
8. No lot in the subdivision shall be re-subdivided.
9. All sewerage disposal systems must be constructed in accordance with the requirements and standards of the local sewerage enforcement officer.
10. No part of any lot sold may be sold or used as a road or as a right of way to any property outside of this subdivision.
11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. No livestock or poultry of any kind shall be raised, bred or boarded or kept on any lot. Dogs, cats or other household pets may be kept, provided that they are not kept, bred, boarded, or maintained for any commercial purposes.

RECORDED BY: KATHLEEN E. BERRY, CLERK

13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

14. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said lots.

15. A minimum of fifteen (15) inch diameter culverts must be used in all driveways leading from main subdivision roads where such culverts are necessary.

16. There shall be no easement or any means of access granted or allowed across any lot, road or any portion thereof existing within this subdivision to any other property lying outside or adjacent to any lots or road existing within this subdivision without the written permission of Bunn's Mountain Associates, Inc.

17. Invalidation of any one of these covenants by judgment of Court Order shall in no way affect any of the other provisions of this declaration.

18. Nothing herein is to be construed so as to prevent the Grantor from placing further covenants or easements on any lot in said subdivision which shall not have already been conveyed by the Grantor.

19. The Grantees of any lot or lots in the aforesaid subdivision, or any of them, or their heirs or assigns, are hereby made parties to this Declaration of Protective Restrictions, and if such parties, or any of them, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.

20. These covenants and each and every one of them are to run with the land and shall be binding upon all parties who purchase or possess land within the said subdivision, their heirs, successors and assigns, and upon all persons claiming under them.

21. Upon the sale of 22 lots within the Bunn's Point Subdivision, Bunn's Mountain Associates, Inc., shall delegate all and any of the rights and responsibilities as created by this Declaration of Protective Covenants to a committee of lot owners within the said subdivision, said committee to be elected by the property owners thereof. Following this delegation of rights and responsibilities to the committee or association of lot owners, Bunn's Mountain Associates, Inc., shall no longer retain any rights or responsibilities within the Bunn's Point Subdivision, other than as the owner of any remaining unsold lots.

IN WITNESS WHEREOF, Bunn's Mountain Associates, Inc., has caused this instrument to be duly executed by its President and attested to by its Secretary as its Declaration of Protective Covenants in respect to the Bunn's Point Subdivision of Bunn's Mountain Associates, Inc., situate in Todd Township, Huntingdon County, Commonwealth of Pennsylvania, this 3rd day of October, 1979.

Attest: *[Signature]*
Secretary

By: *[Signature]*
President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF HUNTINGDON

ON THIS, the 3rd day of October, 1979, before me, the undersigned officer, personally appeared Rex W. Hershberger, who acknowledged himself to be the President of Bunn's Mountain Associates, Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
[Signature] (SEAL)
JENNIFER J. CLARK, Notary Public
Huntingdon, Huntingdon Co., Pa.
My Commission Expires Oct. 25, 1982



[Handwritten note]

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BK 709PG0639

ENTERED
HUNTINGDON COUNTY
PENNSYLVANIA

Robert B. Stewart, III

APR 26 11 52 AM '04

20.50

JANET E. HANKS
RECORDER OF DEEDS

DECLARATION OF PROTECTIVE COVENANTS

Bunn's Point Subdivision

Bunn's Mountain Property Owners

**DEVELOPMENT: Bunn's Point, Todd Township
Huntingdon County, Pennsylvania**

This subdivision shall be subject to the following protective covenants, which covenants are to run the land:

1. Declarant herein is Bunn's Mountain Property Owners, a committee of lot owners within this subdivision to which the rights and responsibilities created by Bunn's Mountain Associates, Inc.'s previous Declaration of Protective Covenants have been delegated due to the sale of 22 lots within said subdivision. See Misc. Book 103, Page 197. These protective Covenants are intended to be successors to the Protective Covenants for Bunn's Point as such Protective Covenants are recorded in Huntingdon County Miscellaneous Book 103 at page 197 and for Ridgeview in Todd Township, Huntingdon County recorded in Miscellaneous Book 99 at page 36, both such sets of Protective Covenants being recorded in the Office of the Recorder of Deeds of Huntingdon County, PA.

2. Bunn's Mountain Property Owners, hereinafter referred to as Declarant, may assess each lot owner a sum not to exceed Seventy-five and 00/100 (\$75.00) Dollars per year, per lot, for the use, upkeep and maintenance of the road known as Todd Passage, lying within the Bunn's Point Subdivision. Any assessment made pursuant to this paragraph shall constitute a lien on each and every lot within said subdivision until paid. Payment of said assessment and levy shall be made on or before the thirty-first (31st) day of January next following the purchase of said lot, and on or before the thirty-first (31st) day of each year thereafter. Where more than one lot is owned by a party or parties, in the event of a resale of one or more of said lots, then the obligation to pay the said Seventy-five and 00/100 (\$75.00) Dollars assessment shall become the obligation of the new owner or owners.

3. All lots in the subdivision shall be limited to residential or recreational-residential use. No structure shall be erected, altered, placed or permitted to remain on any building lot other than a single family dwelling containing at least seven hundred (700) square feet on the main floor, but not to exceed two and one-half (2 ½) stories high. A detached outbuilding, and/or a detached or attached garage, not exceeding the total square footage of the dwelling, is permitted.

4. No building shall be located on any lot nearer than forty (40) feet to any lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that no portion of any building on any lot shall encroach upon another lot.

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5. The Declarant, its successors and assigns, shall have the right to review and to approve or disapprove the exterior design of any dwelling units proposed to be constructed upon any lot within the subdivision. No dwelling unit shall be constructed to any extent without approval having been received in writing with regard to the exterior design thereof from Bunn's Mountain Property Owners, its successors or assigns.
6. No structure or vehicle of a temporary character, including but not limited to, mobile homes, trailers, recreational vehicles, campers or tents, may be used on any lot at any time without the written consent of Bunn's Mountain Owners, having been obtained by the user thereof.
7. Notwithstanding the provisions of Paragraph 6, no mobile home or trailer designed for permanent residential use shall be affixed to any lot at any time.
8. No lot shall be used for any commercial purpose or purposes.
9. No lot in the subdivision shall be re-subdivided.
10. All sewerage disposal systems must be constructed in accordance with the requirements and standards of the local sewerage enforcement officer.
11. No portion of any new septage or septic system shall be placed within forty (40) feet of any property line.
12. No part of any lot in this subdivision or lands from which this subdivision was created may be sold or used as a road or as a right of way to any property outside of this subdivision.
13. At present, access to the lots in this subdivision is controlled by means of a gate, to which all lot owners have either a key or a remote control which opens said case. The lot owners committee have established policies and procedures concerning gate access and shall, in the future, develop such additional procedures as shall be in the best interest of all lot owners' future sales of lots out of this subdivision shall be subject to such procedures as shall exist either now or in the future.
14. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The use of all terrain vehicles (ATVs) shall be restricted to the owner's lot. Subdivision roads are not authorized for ATV use.
15. No livestock or poultry of any kind shall be raised, bred or boarded or kept on any lot. Dogs, cats or other household pets may be kept, provided that they are not kept, bred, boarded or maintained for any commercial purposes.

16. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

17. No trucks, buses, old cars or unsightly vehicles of any type or description or unlicensed or unregistered vehicles of any type may be left, stored or abandoned on said lots.

18. A minimum of fifteen (15) inch diameter culverts must be used in all driveways leading from main subdivision roads where such culverts are necessary.

19. There shall be no easement or any means of access granted or allowed across any lot, road or any portion thereof existing within this subdivision to any other property lying outside or adjacent to any lots or road existing within this subdivision without the written permission of Declarant herein.

20. Invalidation of any one of these covenants by judgment of Court Order shall in no way affect any of the other provisions of this declaration.

21. Nothing herein is to be construed so as to prevent the Declarant from placing further covenants or easements on any lot in said subdivision.

22. The Grantees of any lot or lots in the aforesaid subdivision, or any of them, or their heirs or assigns, are hereby made parties to this Declaration of Protective Restrictions, and if such parties, or any of them, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.

23. These covenants and each and every one of them are to run with the land and shall be binding upon all parties who purchase or possess land within the said subdivision, their heirs, successors and assigns, and upon all persons claiming under them.

IN WITNESS WHEREOF, Bunn's Mountain Property Owners has caused this instrument to be duly executed by its President and attested to by its Secretary as its Declaration of Protective Covenants in respect to the Bunn's Point Subdivision of Bunn's Mountain Property Owners, situate in Todd Township, Huntingdon County, Commonwealth of Pennsylvania, this 26th day of April, 2004.

BUNN'S MOUNTAIN PROPERTY OWNERS

Orlando J. Munoz
Orlando Munoz, Secretary

By: *Brenda Flaim*
Brenda Flaim, President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF HUNTINGDON :

ON THIS, the 26th day of April, 2004, before me, the undersigned officer, personally appeared BRENDA FLAIM, who acknowledged herself to be the President of Bunn's Mountain Property Owners, and that she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Bunn's Mountain Property Owners by herself as President.

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

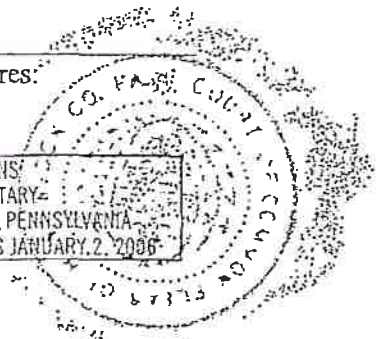
I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of HUNTINGDON COUNTY, PENNSYLVANIA.



Janet E. Hanks
Janet E. Hanks
Recorder of Deeds

Kay Coons
My Commission expires:

KAY COONS
PROTHONOTARY
HUNTINGDON COUNTY, PENNSYLVANIA
MY COMMISSION EXPIRES JANUARY 2, 2006



Recorded APR 26 2004
Janet E. Hanks, Recorder of Deeds

ENTERED
HUNTINGDON COUNTY
PENNSYLVANIA
S. G. III
JAN 27 A 11:03
2009 20.50
JANET E. HANKS
RECORDER OF DEEDS

DECLARATION OF PROTECTIVE COVENANTS
BUNN'S POINT SUBDIVISION
BUNN'S MOUNTAIN PROPERTY OWNERS

DEVELOPMENT: Bunn's Point, Todd Township,
Huntingdon County, Pennsylvania

This subdivision shall be subject to the following protective covenants, which covenants are to run the land:

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1. Bunn's Mountain Property Owners (Declarant), a committee of lot Owners within the subdivision to which rights and responsibilities created by Bunn's Mountain Associates, Inc.'s previous Declaration of Protective Covenants have been delegated due to the sale of 22 lots within said subdivision. See Misc. Book 103, Page 197. These Protective Covenants are intended to be in addition to the Protective Covenants for Bunn's Point as such Protective Covenants are recorded in Huntingdon County in Record Book 709, at Page 639; Miscellaneous Book 103 at Page 197 and for Ridgeview in Todd Township, Huntingdon County recorded in Miscellaneous Book 99 at Page 36, such sets of Protective Covenants being recorded in the office of the Recorder of Deeds of Huntingdon County, PA.

2. Remote control gate openers and keys to the gate are to be possessed only by lot owners and their family members. Adult children of lot owners and other extended family members may also possess a remote control gate opener or key. No lot owner shall at any time provide a key, remote control gate opener, or otherwise provide any other means to gain entry to the subdivisions to any other person or entity except as specifically proved by these covenants.

3. Unless a lot owner or the lot owner's immediate family members as described in Paragraph 2 herein is entering or exiting the subdivisions, the gate to the subdivisions shall be left closed at all times with the following limited exceptions:

- a. A lot owner may leave the gate to the subdivisions open so that service personnel may access the subdivisions. Any lot owner who leaves the gate open to allow access for service personnel shall close the gate immediately after the service personnel has performed the service and exited the subdivision.
- b. A lot owner may also leave the gate open so that friends and extended family members of the lot owner may access the subdivisions.

Any lot owner who leaves the gate open shall post a note on the bulletin board of the gate. All of said notes shall contain a minimum of the following information:

- a. The name of the lot owner desiring to leave the gate open.
- b. That reason that the lot owner desires to leave the gate open.
- c. The date that the lot owner wishes to keep the gate open.

Any lot owner that leaves the gate open shall ensure that the gate is closed at the time that his/her need to leave the gate open no longer exists. When a lot owner closes the gate, said lot owner shall remove his/her note at the time said lot owner closes the gate and no longer needs to leave the gate open. In the event that multiple lot owners desire to leave the gate open on the same date/time and there are therefore multiple notes on the bulletin board, the lot owner who posts a note on the bulletin board for the longest period of time shall ensure that the gate is closed. In any event, a lot owner who leaves the gate open shall close the gate by not later than 10:00 P. M. on the evening that said lot owner leaves the gate open. A lot owner shall remove his/her note upon closing the gate or upon no longer having a need to keep the gate open in the event that multiple lot owners post notes to keep the gate open.

4. Any dwellings constructed on any lots within the subdivisions shall be used as private, single family residences only. As such, no dwelling shall be permitted to be used as short-term rental. For purposes of construction of this paragraph only, a short term rental is defined as the renting, leasing, or otherwise transferring possession or occupancy of any dwelling constructed within either of the subdivisions for a fee or otherwise. Long term rentals to single families is permitted. For purposes of construction of this paragraph only, long term rentals is defined as renting, leasing, or otherwise transferring possession or occupancy of any dwelling constructed within either of the subdivisions for a period of six months or more.

5. The speed limit in the subdivisions shall be fifteen (15) miles per hour. Two sided signs identifying the speed limit shall be posed within subdivision. One of said signs shall be posted at the gate. The other shall be posted approximately midway through the subdivisions, the exact location to be determined by the acting president of the homeowner's association. The sign that is posted approximately midway through the subdivision shall be double-sided.

6. Invalidation of any one of these covenants by judgment of Court shall in no way affect any of the other provisions of this declaration.

7. Nothing herein is to be construed so as to prevent the Declarant from placing further covenants or easements on any lot in said subdivision.

8. The Grantees of any lot or lots in the aforesaid subdivision, or any of them, or their heirs or assigns, are hereby made parties to this Declaration of Protective Restrictions, and if such parties, or any of them, shall violate or attempt to violate any of

the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said subdivision to institute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other dues for such violation.

9. These covenants and each and every one of them are to run with the land and shall be binding upon all parties who purchase or possess land within the said subdivision, their heirs, successors and assigns, and upon all persons claiming under them.

IN WITNESS WHEREOF, Bunn's Mountain property Owners has caused this instrument to be duly executed by its President as its Declaration of Protective Covenants in respect to the Bunn's Point Subdivision of Bunn's Mountain property Owners, situate in Todd Township, Huntingdon County, Commonwealth of Pennsylvania, this 16th day of JANUARY, 2009.

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

BUNN'S MOUNTAIN PROPERTY OWNERS

BY *Robert Stewart*
Robert Stewart, President

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF YORK :

ON THIS, the 16th day of JANUARY, ²⁰⁰⁹~~2008~~, before me, the undersigned officer, personally appeared ROBERT STEWART, who acknowledged himself to be the President of Bunn's Mountain Property Owners, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Bunn's Mountain Property Owners by himself as President.

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

Melissa A. Fadely
My Commission Expires: 3-18-2012



NOTARIAL SEAL
MELISSA A FADELY
Notary Public
CITY OF YORK, YORK COUNTY
My Commission Expires Mar 18, 2012

Recorded JAN 27 2009
Janet E. Hanks, Recorder of Deeds

BK1012PG0905

FILED
HUNTINGDON COUNTY
PENNSYLVANIA
C. Swisart
2011 MAR - 3 P 3: 50
27.00
JANET E. HANKS
RECORDER OF DEEDS

Lot 11 - Tax Parcel No. 49-06-06.25
Lot 27 - Tax Parcel No. 49-06-06.18
Lot 31 - Tax Parcel No. 49-06-06.41
Lot 32 - Tax Parcel No. 49-06-06.42
Lot 33 - Tax Parcel No. 49-06-06.43

AGREEMENT

Feb. 18, 2011

By and Between

DAVID M. RADER and MARY JO RADER, husband and wife, W. CHRISTOPHER LABS and BRENDA M. LABS, husband and wife, WALTER L. LABS and J. ALFREDA LABS, husband and wife, and CHARLES R. BOYD and REVA M. BOYD, husband and wife, parties of the first part, hereinafter referred to as

Plaintiff Lot Owners

and

BUNN'S MOUNTAIN PROPERTY OWNERS ASSOCIATION, party of the second part, hereinafter referred to as

Association

001244

WHEREAS, a dispute has arisen between the Plaintiff Lot Owners and the Association over the legal application of certain Restrictive Covenants promulgated by the Association to lots owned by the Plaintiff Lot Owners which are situated in Todd Township, Huntingdon County, Pennsylvania; and

WHEREAS, a civil action was instituted in the Court of Common Pleas of Huntingdon County, Pennsylvania to No. 2009-1278 by the Plaintiff Lot Owners against the Association to resolve said dispute; and

WHEREAS, the parties have agreed to settle the dispute upon the terms herein set forth.

NOW, THEREFORE, the parties do hereby agree as follows:

1. The Declaration of Protective Covenants dated October 3, 1979 and recorded in Huntingdon County Miscellaneous Book 103, Page 197 shall apply fully to Lot 11 owned by Charles R. Boyd and Reva M. Boyd and to Lot 27 owned by David M. Rader and Mary Jo Rader, but with the exception of those covenants contained therein that relate specifically to the use of roads, shall not apply to Lot 31 owned by Walter L. Labs and Alfreda Labs, Lot 32 owned by W. Christopher Labs and Brenda M. Labs and to Lot 33 owned by W. Christopher Labs.

2. The Declaration of Protective Covenants dated April 26, 2004 and recorded in Record Book 709, Page 639 which specifically relate to a restriction of the use of a lot, shall not apply to any of the lots of the Plaintiff Lot Owners because the respective owners of each of those lots; namely, Lots 11, 27, 31, 32 and 33, did not agree to be bound by said Covenants at the time that the Declaration was adopted by the Association.

3. The Declaration of Protective Covenants dated January 27, 2009 and recorded in Record Book 926, Page 232 which specifically relate to a restriction of the use of a lot, shall not apply to any of the lots of the Plaintiff Lot Owners because the respective owners of each of

CAB 2-18-2011
Rmt 2-18-2011

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those lots; namely, Lots 11, 27, 31, 32 and 33, did not agree to be bound by said Covenants at the time that the Declaration was adopted by the Association.

4. In particular, it is agreed that the owners of Lots 11, 27, 31, 32 and 33, their heirs, successors and assigns, are not restricted in renting their properties on a short-term basis. Plaintiff Lot Owners shall be permitted to give access to other persons on a short-term basis to their properties including access to the gate at the entrance road.


5. Plaintiff Lot Owners agree to abide by all current rules relating to the use of the gate and access road so long as those rules do not restrict the rights of said Plaintiff Lot Owners to allow others to use their properties on a short-term basis and to have access through the gate and access road. Plaintiff Lot Owners shall exercise reasonable care in renting their properties or otherwise allowing others to use their properties and to assure the return of any keys to the gate.

6. Plaintiff Lot Owners shall pay all reasonable assessments for the maintenance of the access road and gate that are imposed from time to time on all lot owners using said access road by the Association.


7. Plaintiff Lot Owners by their legal counsel agree to mark the abovementioned civil action discontinued and settled in accordance with the Agreement which shall be filed of record in said case.


8. A copy of this Agreement shall also be recorded in the Office of the Recorder of Deeds for Huntingdon County and indexed in the names of all of the parties hereto.

9. This Agreement shall bind and inure to the benefit of the Plaintiff Lot Owners, the Association and their respective heirs, successors and assigns.


David M. Rader


Mary Jo Rader



W. Christopher Labs


Brenda M. Labs

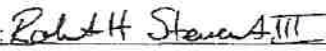

Walter L. Labs


J. Alfreda Labs


Charles R. Boyd


Reva M. Boyd

Bunn's Mountain Property
Owners Association

By: 
Robert H. Stewart, III, President