

ENTERED
HUNTINGDON COUNTY
PENNSYLVANIA

Robert B. Stewart, III
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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 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.

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.

page 1

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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

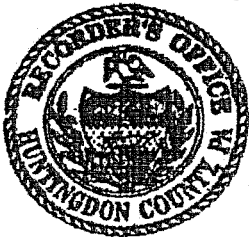
By: Brenda Flaim
Brenda Flaim, President

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.

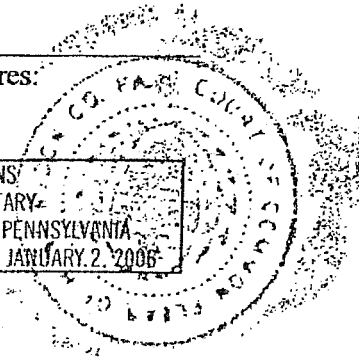
I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of HUNTINGDON COUNTY, PENNSYLVANIA.



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



ENTERED
HUNTINGDON COUNTY
PENNSYLVANIA
5.6.11
JAN 27 A 11:03
2009 20.50
JANET E. HAWKS
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. Invalidity 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

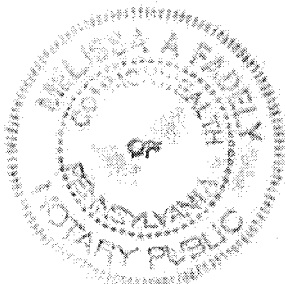
BY *Robert Stewart*
Robert Stewart, President

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

DRAFT 10/27/17

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. Bunn's Mountain Property Owners (Declarant), a committee of lot Owners (hereinafter referred to as the "Committee") 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 keypad combination access codes are to be possessed by the lot owners and their family members. No lot owner shall at any time transfer a remote-control gate opener, to any other person or entity. Utilization of lot owner keypad access codes and guest codes shall be limited as follows:
 - a. Lot owner keypad access codes shall be used only by the lot owners and their immediate families.
 - b. Guest keypad access codes shall be provided to owner guests for limited one time or occasional access. For the purposes of this paragraph the term "guest" shall mean "visitor or invitee" of the Owner.
 - c. A keypad access code to be used by recurring service provider personnel and by law enforcement/first responder organizations shall be issued by the Committee President, Treasurer, or Secretary.
 - d. All keypad access codes are subject to periodic change with reasonable notice, or at the sole discretion of the Officers of the Committee.
3. 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 for 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 are 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.

4. 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.
5. Invalidation of anyone of these covenants by judgment of a Court of competent jurisdiction shall in no way affect any of the other provisions of this declaration.
6. Nothing herein is to be construed to prevent the Declarant from placing further covenants or easements on any lot in said subdivision.
7. 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.
8. At the time of the Recording of This Document with the Office of the Recorder of Deeds in Huntingdon County, Pennsylvania, Lot Owners are assessed an annual maintenance fee of \$150.00, payable to the Treasurer, during the 1st week of each year. The maintenance fee shall be subject to change based upon need and a decision by the Property Owners. The maintenance funds are generally planned for road maintenance, but may be used, at the sole discretion of the Committee Officers, for other necessary projects. Lot owners using their property for rental purposes shall be assessed an annual maintenance fee that is four (4) times the amount of the fee in effect for other Lot owners.
9. These covenants and each 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 _____ day of _____, 2017.

BUNN'S MOUNTAIN PROPERTY OWNERS

By: _____
Robert Woerner, President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF YORK

ON THIS, the ____ day of _____, 2017, before me, the undersigned officer, Robert Woerner personally appeared, 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.

Notary Public

My Commission Expires:

17535 Old Farm Lane
New Freedom, PA 17349

e-mail on 10/23/2017
original copy by registered mail/US Postal Service

October 23, 2017

Mr. Burgess Smith
C/O Raystown Reality
310 2nd Street
Huntingdon, PA 16652

Reference: 1) Real Estate Listings on Todd Pass, Todd, PA
2) Your telephone discussion with Bob Woerner, week of October 15th, 2017
3) Declaration of Protective Covenants Bunn's Point Subdivision-Bunn's Mountain Property Owners dated January 16, 2009 (copy enclosed).
4) New-Draft Declaration of Protective Covenants Bunn's Point Subdivision-Bunn's Mountain Property Owners dated October 1, 2017 (copy enclosed).

Dear Mr. Smith:

This letter is a follow-up to the Referenced (2) discussion with Bunn's Mountain Property Owner's Committee President, Bob Woerner. Bob and I discussed your call over the weekend and at the conclusion of our discussion we agreed that it was in the best interest of your potential buyers and our property owners that we provide you with some additional information, in case you don't already have it.

We wanted to be sure that you were aware of the Referenced (3) "Declaration of Protective Covenants". This supersedes the April 26, 2004 filing of the prior covenants (which is the only edition of our covenants that is available to the public [via the world wide web] without going to the County Recorder of Deeds. There are several things about the 2009 Covenants that we wanted to bring to your attention in view of the interest that you expressed by two of your potential buyers in the property you have listed, as "investments." I have attached a copy of the January 16, 2009 Declaration of Protective Covenants for your convenience:

- 1) Paragraph #4 addresses "Rentals" and stipulates, "*no dwelling shall be permitted to be used as a short-term rental.*" Our owners are passionate about this subject as it has come up often in our previous business meetings.
- 2) Paragraphs #2 and #3 (which deal with Access Gate security procedures) have been rendered virtually obsolete as the owners installed a new, modern and much superior gate opener and access control system last year.

At our May, 2017 Property Owner's Business meeting a commitment was made to draft a revised copy of the Protective Covenants to deal with the obsolete paragraphs and to cover several

additional items. That draft was recently completed and is in final discussion in anticipation of execution and filing. Also for your reference, please find a copy of the new Draft-Declaration of Protective Covenants, enclosed.

In summary the proposed changes in the new Draft-Declaration of Protective Covenants, include;

- 1) Paragraph # 2 replaces Paragraph #'s 2 and 3 regard gate/access control, and;
- 2) Paragraph #8 adds language about assessment of the annual maintenance fee (this fee has been in place for many years. The basic fee has not changed since 2010. The 2009 Covenants were silent about the existence of a fee).

We hope that you find this information useful. We wish you all the best in your efforts to find a buyer for your listings on Bunn Mountain. If we can answer any questions please do not hesitate to call Bob Woerner, or the undersigned, at 443.794.5490.

Sincerely,

Original signed by S.J. Tischler

S.J. Tischler

Secretary