

DECLARATION OF RESERVATIONS, RESTRICTIONS
AND COVENANTS RUNNING WITH THE LAND OF

ROBERT HORNBAKER

known as

CRESTWOOD ESTATES

situate in

JUNIATA TOWNSHIP, HUNTINGDON COUNTY, PENNSYLVANIA

THIS DECLARATION made this 1st day of July, 1970, by ROBERT HORNBAKER, of R. D. # 1, Huntingdon, Pennsylvania, hereinafter referred to as DECLARANT.

WHEREAS, Declarant is the owner in fee of the following described real estate situate in Juniata Township, Huntingdon County, Pennsylvania, which is specifically described in the deed dated February 26, 1970 and recorded on February 27, 1970 in the Office of the Recorder of Deeds of Huntingdon County in Deed Book 87, Page 560, hereinafter referred to as PROPERTY; and

WHEREAS, Declarant has and will subdivide portions of the aforesaid Property into lots, some of the subdivisions heretofore made being recorded and others will be recorded in the Office of the Recorder of Deeds of Huntingdon County; and

WHEREAS, Declarant is about to sell and convey certain of said lots to be used for residential purposes and to develop the entire Property into an integrated community enjoying pleasant residential and vacation living conditions, and in doing so intends to preserve to as large an extent as possible the natural beauty of the site, but before selling and conveying the residential lots Declarant, for the benefit and complement of all of the residential lots in the subdivision and in the light of its general plan or scheme of improvement set out above, desires to subject them to and impose upon them mutual and beneficial restrictions, reservations, covenants, conditions and charges, hereinafter collectively referred to as "Restrictions";

NOW THEREFORE, Declarant hereby declares that all of said lots

JAMES E. HIMES
ATTORNEY-AT-LAW
HUNTINGDON, PENNA.

and in the light of its general plan or scheme of improvement set out above, desires to subject them to and impose upon them mutual and beneficial restrictions, reservations, covenants, conditions and charges, hereinafter collectively referred to as "restrictions";

NOW THEREFORE, Declarant hereby declares that all of said lots are held and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, all of which are declared and agreed to be in furtherance of the general plan for the subdivisions, improvement and sale of said lots and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. All of the Restrictions shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the real property or any part or parts thereof subject to such Restrictions.

1. APPLICABILITY

A. The following Restrictions shall apply to all lots being a part of this subdivision. Declarant is withholding these parcels pursuant to his general development scheme and the absence of restrictions thereupon is intended to further that scheme by providing additional conveniences to the residential Property owners.

2. TERM

A. These Restrictions shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until July 1, 1995. By accepting a deed to residential Property subject to these Restrictions,

ATTY AND DRAFTS
10000 111th LANE
WASHINGTON ST.
MIRAGE, FL.

the residential owners agree that after July 1, 1995, these Restrictions shall be extended for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the lots subject thereto has been recorded, agreeing to change the covenants in whole or in part, provided, however, that at any time after July 1, 1995, these Restrictions may be amended by the vote of the then record owners of two-thirds (2/3) of such residential lots to make variations in the Restrictions as to details to suit varying circumstances or changed conditions, but not to make changes that would annul any material part hereof.

B. Declarant reserves to himself, his successors and assigns the right to revoke at any time prior to the sale of any lot within a Section or Subdivision all or any part of these Restrictions if, in his opinion, such a revocation would further the general development scheme it has previously set out, and would be for the benefit of the other residential lots, and further to vacate any or all of the streets, parks, recreational facilities and any other amenity now or hereafter shown on any recorded plans, provided, however, that Declarant will not prevent access to or installation of utilities to lots in any other Section of the Subdivision.

3. MUTUALITY OF BENEFIT AND OBLIGATION

A. The Restrictions and agreements set forth herein are made for the mutual and reciprocal benefit of each and every lot in the Subdivisions and are intended to create mutual, equitable servitudes upon each of said lots in favor of each and all of the other lots therein; to create reciprocal rights between the respective owners of all of said lots; to create a privity of contract and estate between the grantees

of said lots, their heirs, successors and assigns, and shall, as to the owner of each such lot, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other lots in the Subdivisions and their respective owners.

4. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS

A. No lot shall be used except for single family residential purposes with the exception of those specifically designated. No trade business, commercial business or occupation shall be conducted or carried on any lots purchased from said Property or in any building erected thereon, except where the Declarant uses a portion of his dwelling house in which he resides as his office. No structure shall be erected, placed or permitted to remain on any lot other than one (1) detached, single family residence dwelling, including a private garage.

5. PROPERTY CONTROL COMMITTEE

A. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Property Control Committee (herein called "Committee"), as the same is from time to time composed.

portion of his dwelling house in which he resides as his office. No structure shall be erected, placed or permitted to remain on any lot other than one (1) detached, single family residence dwelling and such outbuildings as are usually accessory to a single family residence dwelling, including a private garage.

5. PROPERTY CONTROL COMMITTEE

A. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any lot, and the proposed location thereof on any lot or lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and any remodeling, reconstruction, alterations, or additions thereto on any lot shall be subject to and shall require the approval in writing before any such work is commenced of the Property Control Committee (herein called "Committee"), as the same is from time to time composed.

B. The Committee shall consist of one (1) Attorney-at-Law and two (2) registered Architects, all to be appointed by Declarant. Committee members shall be subject to removal by Declarant and any vacancies from time to time existing shall be filled by appointment of Declarant, within three (3) months after any such vacancy.

C. There shall be submitted to the Committee two (2) complete sets of the final plans and specifications for any and all proposed improvements, the erection or alteration of which is desired, and no structures or improvements of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations, and specifications therefor have received such written approval as herein provided. Such plans shall include plot plans showing the location on the lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed construction material, color schemes for roofs and exteriors thereof and proposed landscape

planting. A filing fee of \$50.00 shall accompany the submission of such plans to defray Committee expenses. No additional fee shall be required for resubmission of plans revised in accordance with Committee recommendations. Certain of these requirements may be waived by the Committee if said action in their opinion shall be for the benefit and complement of all the residential lots in the subdivision in the light of its general plan or scheme of improvement.

D. The Committee shall approve or disapprove plans, specifications and details within sixty (60) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Committee for its permanent files.

E. The Committee shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with any of the provisions of these Restrictions, if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete, or in the event the Committee deems the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or any part of the real property subject hereto, or the owners thereof. The decisions of the Committee shall be final and not subject to appeal or review.

F. Neither the Committee nor any architect or agent thereof or of Declarant shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, nor for any structural or other defects in any work done according to such plans and speci-

cations.

6. SIZE AND PLACEMENT OF RESIDENCES AND STRUCTURES

A. Every residence dwelling constructed on a lot subject to these restrictions shall contain at least one thousand (1,000) square feet of fully enclosed floor area devoted to living area, (exclusive of roofed or unroofed porches, terraces, garages, carports and other outbuildings).

B. Each dwelling shall be of single story construction; provided, however, that split level or two story residences may be constructed on lots where in the opinion of the Committee, the terrain of such lot lends itself to such construction, and the erection of such a structure would not detract from the general development scheme.

C. The Committee shall have the authority to establish regulations pertaining to the height and size requirements of all other types of structures, including but not limited to fences, walls and copings. Such regulations shall, in the Committee's sole discretion, conform with the general development scheme.

D. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Subdivisions, all property lines shall be kept free and open. No fences shall be permitted on any lot or lot lines except if, in the sole opinion of the Committee, a fence or other enclosure will contribute to and be in keeping with the character of the area.

E. No above-grade structure (except approved fences or walls) may be constructed or placed on any lot in any Subdivision except within the building lines shown on the recorded plan, and if any building lines are not shown or if the plan is not recorded, then the building lines, other than those which may be shown on a recorded plan, shall be no closer to any Property lot line than

twenty (20) per cent of the total distance from the Property lot line in question to the opposite side.

7. PARTICULAR RULES FOR APPLICATION OF SETBACK REQUIREMENTS

A. If the line from which a setback is to be measured is a meandering line, the average length of the two lot lines intersecting the meandering line shall be determined, and using that average length, an imaginary straight line shall be drawn through the meandering line and the setback measurement shall be made along a line perpendicular to such imaginary line.

8. GENERAL PROHIBITIONS AND REQUIREMENTS

A. The following general prohibitions and requirements shall prevail as to the construction or activities conducted on any lot in the Subdivisions:

- a. No outside toilet shall be constructed or permitted on any lot. All plumbing fixtures, dishwashers, toilets or sewage disposal systems shall be connected to a septic tank or other sewage system constructed by the lot owner and approved by the appropriate governmental authority and Declarant, and when a central sewer becomes available, it shall be exclusively used.
- b. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot, provided, however, that the Committee may grant permission for any such temporary structure for storage of materials during construction. No such temporary structures as may be approved shall be used at any time as a dwelling place.
- c. Once construction of improvements is started on any lot, the improvements must be substantially completed in accordance with plans and specifications, as approved, within twelve (12) months from commencement.
- d. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications and a certificate of occupancy has been issued by the Committee.
- e. All structures constructed or placed on any lot shall be built of substantially new material and no used structures shall be relocated or placed on any such lot, except as the Committee may approve in writing.
- f. No animals or livestock of any description, except

- the usual household pets, shall be kept on any lot.
- g. No sign (including but not limited to "For Sale" or similar signs), billboard, or other advertising structure of any kind may be erected or maintained upon any lot except after applying to and receiving written permission from the Committee.
 - h. No stripped, partially wrecked, or junk motor vehicle or part thereof, shall be permitted to be parked or kept on any street or lot.
 - i. Every fuel storage tank shall be buried below the surface of the ground or screened by fencing or shrubbery to the satisfaction of the Committee. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, lake or recreation area.
 - j. All outdoor clothes poles, clothes lines and similar equipment shall be so placed or screened by shrubbery as not to be visible from any street, lake or recreation area.
 - k. No structure erected upon any lot may be used as a model exhibit or house unless prior written permission to do so shall have been obtained from the Committee.
 - l. All lots, whether occupied or unoccupied, shall be well maintained and no unattractive growth or accumulation of rubbish or debris shall be permitted.
 - m. No noxious, offensive or illegal activities shall be carried on on any lot nor shall anything be done on any lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.
 - n. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
 - o. No vehicle shall be parked on any street in the Subdivisions. No truck shall be parked for storage overnight or longer, on any lot, in such a manner as to be visible to the occupants of other lots or the users of any street, lake or recreation area.
 - p. Any dwelling or outbuilding on any lot which may be destroyed in whole or in part by fire, windstorm or for any other cause or act of God must be rebuilt or all debris removed and the lot restored to a sightly condition with reasonable promptness, provided, however, that in no event shall such debris remain longer than six (6) months.
 - q. No tree over six inches in diameter shall be removed from any lot without the prior written consent of the Committee.
 - r. No trash, ashes, garbage or other refuse shall be dumped or stored or accumulated on any lot or upon any recreational area in the Subdivisions. No out-

side burning of wood, leaves, trash, garbage or household refuse shall be permitted. In order to enhance the appearance and orderliness of the Subdivisions, the Declarant hereby reserves for himself, his successors and assigns, the exclusive right to operate, or from time to time to grant an exclusive license to a third party to operate a commercial scavenging service for the purpose of removing garbage, trash and other like household refuse. Such refuse collection and removal service shall be provided not less often than once each week on a day or days designated by the Declarant or his successors or assigns. The charge for such refuse collection and removal service is to be paid by the lot owner, with the rates charged by the commercial scavenger.

- s. There shall be no access to any lot on the perimeter of the Subdivisions except from designated roads within the Section or Subdivision.

9. RECREATIONAL AREAS

A. Every recreation facility, park and any other amenity within the Subdivision is a private recreation area, park or facility and neither Declarant's execution nor recording of these restrictions of the plot or any other act of the Declarant with respect to the property is or is intended to be or shall be construed as a dedication to the public of any said recreation facility, park and amenity other than is reflected therein. An easement for the use and enjoyment of areas designated as parks, recreation areas or amenities is reserved to the Declarant, his successors and assigns, the use of which shall be subject to such rules and regulations as may be prescribed by the Declarant.

10. ROADS AND STREETS

A. Each of the roads and streets in this Subdivision, now or hereafter designated on any plat, is a private street or road and neither Declarant's execution nor recording of the plat nor any other act of the Declarant with respect to the property is or is intended to be, or shall be construed as, a dedication to the public of any of said streets or roads, other than is reflected therein. An easement for the use and enjoyment of each of the said streets or roads is reserved to the Declarant and owners of

property within the subdivision.

B. Each purchaser of property within the Subdivision shall pay, in addition to the consideration for the said property, Five Hundred (\$500.00) Dollars to an escrow bank account in the name of the Declarant and Committee. The money in this account to be used for the maintenance of roads and streets within the Subdivision, using a maximum of One Hundred (\$100.00) Dollars per year for five (5) years of each person's contribution to said account.

C. At the end of a five (5) year period, from the date of purchase, each Subdivision lot owner shall have his Five Hundred (\$500.00) Dollar account exhausted or have the balance returned to him. In the event any Subdivision lot owner should sell his lot prior to the end of the five (5) years, the remaining amount of his portion to be returned to him.

D. All monies expended by the Declarant for upkeep of the roads and streets serving the Subdivision lot owners shall be expended in a "first-in, first-out" method.

E. All monies expended from the account must be used for road maintenance and upkeep for those roads and streets serving the Subdivision lot owners who have money in the account and all other decisions as to disbursement will be made by the Declarant and Committee.

11. VARIANCES

A. The Committee may allow reasonable variances and adjustments of these Restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes of the general development scheme and provided also that in every instance such variance or

adjustment will not be materially detrimental or injurious to other property or improvements in the neighborhood of the Subdivisions.

12. EASEMENTS

A. Declarant reserves for himself, his successors and assigns, for purposes incident to his development of the real property subject to these Restrictions, the following easements and/or rights-of-way:

- a. A 15-foot easement and right-of-way over each lot as Declarant may deem necessary for the use and maintenance of storm and sanitary sewers and the installation of utility services.
- b. A 10-foot wide easement along each side of all road rights-of-way and a 7 1/2 foot wide easement along all other property boundary lines for the purpose of installing, operating and maintaining utility lines and mains. It also reserves the right to trim, cut and remove any trees and brush and to locate guy wires and braces wherever necessary for the installation, operation and maintenance, together with the right to install, operate and maintain gas, water and sewer mains and other services for the convenience of the property owners and appurtenances thereto; reserving also the right of ingress and egress to such other areas for any of these purposes.
- c. Such other easements or right-of-way as may be needed for the natural and orderly development and occupation of the Subdivisions.

B. Declarant reserves for himself, his successors or assigns an exclusive easement for the installation and maintenance of radio and television transmission cables within the rights-of-way and easement areas reserved and defined above.

C. In the reservations above mentioned, no attempt is made by the Declarant to undertake the responsibility for construction and/or maintenance of this area. This remains with the owner of the Subdivision lot.

13. RIGHTS OF FIRST REFUSAL

A. Whenever the owner of any lot in the Subdivision shall receive a bona fide offer to purchase said lot, which offer is ac-

ceptable to said owner, or shall independently decide to put said lot on the market, said owner shall offer to sell said lot at the price and on the same terms contained in said bona fide offer or (if said owner shall independently have decided to put said lot on the market) at the price and on the terms acceptable to said owner, first to the Declarant, his successors or assigns, which shall have ten (10) days within which to accept or refuse such offer. If Declarant refuses to purchase said lot at the price and on the terms proposed by said owner for the sole reason that said price is higher than the then market values, the owner and the Declarant shall each have an appraisal made of the property by two independent real estate appraisal experts and the average of these two appraisals shall be the amount on which the Declarant must make his determination. If this average price is still unacceptable to the Declarant and he refuses to purchase said lot, then said owner shall be free, subject to the limitations contained herein, to sell said lot to the party who shall have made said bona fide offer.

14. REMEDIES

A. The Declarant, or any party to whose benefit these restrictions inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Restrictions and the Court in any such action may award the successful party reasonable expenses in prosecuting such action.

B. The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of Declarant or an aggrieved party to invoke an available remedy in respect of a violation of any of these Restrictions shall be held to be a waiver by that party or (or an estoppel of that party to assert) any right

RECORDED July 17, 1971 JOHN P. MILLS, Recorder

STATE OF Maryland
COUNTY OF Prince Georges
On this 10 day of July, A.D., 1971, before me a Nancy Little in and for said County, came the above named Little Nicole Nicole who in due form of law acknowledged the foregoing Deed to be act and deed, and desired the same to be recorded as such.
WITNESS my hand and official seal the day and year aforesaid.
My Commission expires: _____ (SEAL)

STATE OF Maryland
COUNTY OF Washington
On this 17th day of April, A.D., 1971, before me a William Pickles in and for said County, came the above named Robert William Pickles who in due form of law acknowledged the foregoing Deed to be act and deed, and desired the same to be recorded as such.
WITNESS my hand and official seal the day and year aforesaid.
My Commission expires: _____ (SEAL)

STATE OF Maryland
COUNTY OF Washington
On this 19th day of March, A.D., 1971, before me a William Pickles in and for said County, came the above named William and Barbara Jordan who in due form of law acknowledged the foregoing Deed to be act and deed, and desired the same to be recorded as such.
WITNESS my hand and official seal the day and year aforesaid.
My Commission expires: 1-17-1974 (SEAL)

STATE OF Maryland
COUNTY OF Prince Georges
On this 10 day of July, A.D., 1971, before me a Nancy Little in and for said County, came the above named Little Nicole Nicole who in due form of law acknowledged the foregoing Deed to be act and deed, and desired the same to be recorded as such.
WITNESS my hand and official seal the day and year aforesaid.
My Commission expires: _____ (SEAL)

Restrictions shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability, or "running" quality of any other one of the Restrictions.

17. CAPTIONS

A. The captions preceding the various paragraphs and subparagraphs of these Restrictions are for convenience of references only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

IN WITNESS WHEREOF, the said Declarant has caused his common seal to be affixed to these presents by his hand dated the day and year first above written, and intends to have same recorded.

Robert Hornbaker (SEAL)
Robert Hornbaker

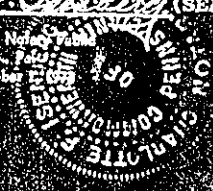
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF HUNTINGDON : SS.

On this 7th day of July A. D. 1970, before me a notary public in and for said County, came the above named Robert Hornbaker who in due form of law acknowledged the foregoing Declaration to be his act and deed, and desired the same to be recorded as such.

Witness my hand and official seal the day and year aforesaid.

Charlotte F. Isenberg (SEAL)

CHARLOTTE F. ISENBERG, Notary Public
Huntingdon, Huntingdon Co., Pa.
My Commission Expires October 1971



JAMES E. NISSEN
ATTORNEY AT LAW
HUNTINGDON, PENN.

RECORDED *[Signature]* JUL 10 1970

BOOK 080 PAGE 564

ADDENDUM
TO
DECLARATION OF RESERVATIONS, RESTRICTIONS
AND COVENANTS RUNNING WITH THE LAND OF

ROBERT HORNBAKER
KNOWN AS
CRESTWOOD ESTATES

situate in

JUNIATA TOWNSHIP, HUNTINGDON COUNTY, PENNSYLVANIA

THIS ADDENDUM made this 10th day of May 1971, by ROBERT HORNBAKER, of R. D. # 1., Huntingdon, Pennsylvania, declarant in the original Declaration of Reservations, and joined herein by T. C. LARGE and PATRICIA LARGE, his wife, and C. V. MOORE and BEULAH MOORE, his wife, who purchased property subject to the Declaration of Reservations and Restrictions recorded in the Office of the Recorder of Deeds of Huntingdon County in Miscellaneous Book Volume 79, Page 149, as follows:

ROBERT HORNBAKER to T. C. LARGE and wife
Deed Dated:
Recorded:
Deed Book: Page:

ROBERT HORNBAKER to C. V. MOORE and wife
Deed Dated: October 14, 1970
Recorded: November 10, 1970
Deed Book: 92 Page: 355

THIS ADDENDUM is for the purpose of amending the original Declaration of Reservations and Restrictions recorded in Miscellaneous Book Volume 79, Page 149, more specifically, Restriction No. 13, RIGHTS OF FIRST REFUSAL, appearing in Miscellaneous Book 79, Page 149, to amend the last sentence so as to delete the following words: "to the party who shall have made said bona fide offer." With the filing of this ADDENDUM, which contains the approval of ROBERT HORNBAKER, original declarant, together with the above mentioned record title owners

of parcels subject to said original restriction, it is now agreed that said original declaration, Paragraph 13, last sentence, shall end with the word "lot."

WE, THE UNDERSIGNED, do hereby acknowledge our acceptance and approval of the amendment, above stated, to the original Declaration which we understand our real estate to be subject and in consideration of the benefits said amendment inures to our benefit, we do hereby acknowledge said approval and grant unto ROBERT HORNBAKER our permission to make such amendment and intend same to be recorded.

Robert Hornbaker (SEAL)
Robert Hornbaker

Thomas C. Large (SEAL)
Thomas Large

Patricia Large (SEAL)
Patricia Large

C. V. Moore (SEAL)
C. V. Moore

Beulah Moore (SEAL)
Beulah Moore

STATE OF Maryland : SS.
COUNTY OF Prince Georges :

On this 10 day of May, A.D., 1971, before me a Notary Public in and for said County, came the above named C. V. Moore who in due form of law acknowledged the foregoing Deed to be his act and deed, and desired the same to be recorded as such.

WITNESS my hand and official seal the day and year aforesaid.

Arden Chaffin (SEAL)

My Commission Expires: 1.14.1974



ENTERED
HUNTINGDON COUNTY
PENNSYLVANIA
E. Crafts
2010 SEP 21 A 9:59
2050
JANET E. HANKS
RECORDER OF DEEDS

ADDENDUM TO
DECLARATION OF RESERVATIONS, RESTRICTIONS
AND COVENANTS RUNNING WITH THE LAND
FORMERLY OF ROBERT HORNBAKER
KNOWN AS CRESTWOOD ESTATES

WHEREAS, ROBERT HORNBAKER was the Developer/Declarant of a tract of land situate in Juniata Township, Huntingdon County, Pennsylvania known as CRESTWOOD ESTATES. **ROBERT HORNBAKER** acquired title to the tract known as CRESTWOOD ESTATES by Deed dated February 26, 1970 and recorded February 27, 1970 in the Office of the Recorder of Deeds of Huntingdon County in Deed Book 87, Page 560; and

WHEREAS, said CRESTWOOD ESTATES has been subdivided and sold to various parties under and subject to declarations of reservations, restrictions and covenants which have been recorded in Miscellaneous Book Volume 79 beginning at Page 149, Miscellaneous Book Volume 80 beginning at Page 564, and Miscellaneous Book 93 beginning at Page 941; and

WHEREAS, the various reservations, restrictions and covenants of CRESTWOOD ESTATES have reserved certain rights in **ROBERT HORNBAKER, Developer/Declarant;** and

WHEREAS, by this document ROBERT HORNBAKER hereby releases, quit-claims and forfeits any rights reserved to him by the above referenced covenants. This relinquishment of rights shall include all rights of first refusal with respect to the repurchase of any lots or lands located in CRESTWOOD ESTATES. **ROBERT HORNBAKER** further relinquishes any rights reserved in him with respect to a Property Control Committee. **MARY RUTH HORNBAKER** joins in this Addendum to relinquish any right, title and interest which may be hers by virtue of her marriage to **ROBERT HORNBAKER.**

004871

THE SUBJECT PARENT TRACT appears on the Juniata Township Tax Map as Tax Parcel Number 23-05-09.2. The following Tax Parcel Numbers are the lots in **CRESTWOOD ESTATES** at the time of the execution of this document:

23-02A-02

23-02A-03

23-02A-04

23-02A-06

23-02A-07.1

23-02A-08

23-02A-09

23-02A-10

23-02A-11

23-02A-12

23-02A-13

23-02A-14

23-02A-15

23-02A-16

23-02A-17

23-02A-18

23-02A-19

23-02A-20

23-02A-21

23-02A-22

23-02A-23

23-02A-24

23-02A-25

23-02A-26

23-02A-27

23-02A-28

23-02A-29

IT IS THE INTENTION of the Developer/Declarant for this Release to apply to all lands located in CRESTWOOD ESTATES.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND

WHEREBY, the Developer/Declarant and his wife have hereunto set their hands and seals this

20th day of September, 2010.

Date: 9-20-10

Robert Hornbaker (SEAL)
Robert Hornbaker

Date: 9-20-10

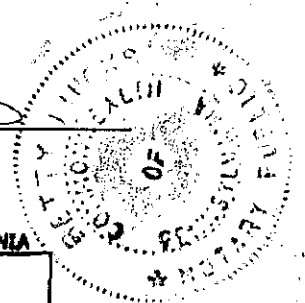
Mary Ruth Hornbaker (SEAL)
Mary Ruth Hornbaker

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF HUNTINGDON :

On this 20th day of September, 2010, before me personally appeared Robert Hornbaker and Mary Ruth Hornbaker, husband and wife, and in due form of law acknowledged the foregoing Addendum to be their act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal the day and year aforesaid.

Betty J. Hicks
Notary Public



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Betty J. Hicks, Notary Public
Huntingdon Boro, Huntingdon County
My Commission Expires July 22, 2012
Member, Pennsylvania Association of Notaries

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

Recorded SEP 21 2010
Janet E. Hanks, Recorder of Deeds

BOOK 093 PAGE 941

ADDENDUM
TO
DECLARATION OF RESERVATIONS, RESTRICTIONS
AND COVENANTS RUNNING WITH THE LAND OF

ROBERT FORNBAKER
KNOWN AS
CRESTWOOD ESTATES

situate in

JUNIATA TOWNSHIP, HUNTINGDON COUNTY, PENNSYLVANIA

THIS ADDENDUM made this 27th day of October, 1976, by
ROBERT HORNBAKER, of R.D.#1, Huntingdon, Pennsylvania,
declarant in the original Declaration of Reservations, and
joined herein by GEORGE W. and MIRA HAWKINS, his wife, JAMES
H. SHUCK, THOMAS C. and PATRICIA LARGE, his wife, AUGUST and
VIRGINIA S. TOTH, his wife, MICHAEL and MARY L.C. SERAFIN,
his wife, TED L. and ELEANOR C. ROBERTS, CARL V. and BEAULA
K. MOORE, SR., his wife and VAN S. and JOYCE M. RICHARDS,
his wife, who purchased property subject to the Declaration
of Reservations and Restrictions recorded in the Office of
the Recorder of Deeds of Huntingdon County in Miscellaneous
Book Volume 79, Page 149 and the Addendum thereto dated May
10, 1971 and recorded May 17, 1971 in Miscellaneous Book
Volume 80, Page 564.

THIS ADDENDUM is for the purpose of amending the original
Declaration of Reservations and Restrictions recorded in
Miscellaneous Book Volume 79, Page 149 and the Addendum
thereto, hereinabove referred to, appearing in Miscellaneous
Book Volume 80, Page 564, to amend Restriction No. 13,
RIGHTS OF FIRST REFUSAL, as follows;

RIGHTS OF FIRST REFUSAL

Whenever the owner of any lot in the subdivision shall
receive a bona fide offer to purchase said lot, which offer

CONSENT TO SELL
RB 722, PG 790
JULY 26, 2004

CONSENT TO SELL
RB 733, PG 881
OCTOBER 22, 2004

is acceptable to said owner, or shall independently decide to put said lot on the market, said owner shall offer to sell said lot at the price and on the same terms contained in said bona fide offer or if said owner shall independently have decided to put said lot on the market at the price and on the terms acceptable to said owner, first to the declarant, his successors or assigns, which shall have fifteen (15) days within which to accept or refuse such offer. Notice of the bona fide offer to the declarant shall be in writing. If the declarant does not exercise his option to purchase said lot at the bona fide offer price, then said owner shall be free subject to the other limitations of the Declaration of Reservations, to sell said lot to the party who shall have made said bona fide offer.

With the filing of this Addendum, which contains the approval of Robert Hornbaker, the original declarant, together with the above mentioned record title owners of parcels subject to said original restrictions, it is now agreed that said original Declaration, Paragraph 13, shall be amended as hereinabove set forth.

Furthermore, with the filing of this Addendum, it is understood and agreed by the parties hereto that said Addendum shall bind the subsequent sale of all lots in the subdivision known as Crestwood Estates.

Addendum to Covenants
Recorded September 21, 2010
Record Book 993, page 768

BOOK 080 PAGE 564

ADDENDUM
TO
DECLARATION OF RESERVATIONS, RESTRICTIONS
AND COVENANTS RUNNING WITH THE LAND OF

ROBERT HORNBAKER
KNOWN AS
CRESTWOOD ESTATES

situate in

JUNIATA TOWNSHIP, HUNTINGDON COUNTY, PENNSYLVANIA

THIS ADDENDUM made this 10th day of May 1971, by ROBERT HORNBAKER, of R. D. # 1., Huntingdon, Pennsylvania, declarant in the original Declaration of Reservations, and joined herein by T. C. LARGE and PATRICIA LARGE, his wife, and C. V. MOORE and BEULA MOORE, his wife, who purchased property subject to the Declaration of Reservations and Restrictions recorded in the Office of the Recorder of Deeds of Huntingdon County in Miscellaneous Book Volume 79, Page 149, as follows:

ROBERT HORNBAKER to T. C. LARGE and wife
Deed Dated:
Recorded:
Deed Book: Page:

ROBERT HORNBAKER to C. V. MOORE and wife
Deed Dated: October 14, 1970
Recorded: November 10, 1970
Deed Book: 92 Page: 355

THIS ADDENDUM is for the purpose of amending the original Declaration of Reservations and Restrictions recorded in Miscellaneous Book Volume 79, Page 149, more specifically, Restriction No. 13, RIGHTS OF FIRST REFUSAL, appearing in Miscellaneous Book 79, Page 149, to amend the last sentence so as to delete the following words: "to the party who shall have made said bona fide offer." With the filing of this ADDENDUM, which contains the approval of ROBERT HORNBAKER, original declarant, together with the above mentioned record title owners

of parcels subject to said original restriction, it is now agreed that said original declaration, Paragraph 13, last sentence, shall end with the word "lot."

WE, THE UNDERSIGNED, do hereby acknowledge our acceptance and approval of the amendment, above stated, to the original Declaration which we understand our real estate to be subject and in consideration of the benefits said amendment inures to our benefit, we do hereby acknowledge said approval and grant unto ROBERT HORNBAKER our permission to make such amendment and intend same to be recorded.

Robert Hornbaker (SEAL)
Robert Hornbaker

Thomas Large (SEAL)
Thomas Large

Patricia Large (SEAL)
Patricia Large

C. V. Moore (SEAL)
C. V. Moore

Beulah Moore (SEAL)
Beulah Moore

STATE OF Maryland : SS.
COUNTY OF Prince Georges

On this 10 day of May, A.D., 1971, before me a Notary Public in and for said County, came the above named C. V. Moore who in due form of law acknowledged the foregoing Deed to be his act and deed, and desired the same to be recorded as such.

WITNESS my hand and official seal the day and year aforesaid.

Notary Public (SEAL)

My Commission Expires:

1. 14 1974