

JOHN GLANTZ SUBDIVISION CARBON TOWNSHIP

Page 1 of 3

1. **Land Use and Building Type:** All lots shall be used only for residential purposes.
2. **Architectural Control:** No building including garage, outbuilding, wall, fence or screening shall be erected, placed or altered on any lot until the construction plan, specifications and a plan showing the location of the structure and in sufficient detail to assure that all dwellings shall be of quality workmanship and materials have been approved by the Developer/Property Owner's Association (hereafter POA) Architectural Control Committee. All structures must use natural wooden materials in the earth tone colors, all roofing must be metal, all exposed foundations shall be faced with an approved covering. Materials such as Texture III siding will not be permitted. All building plans shall show a four-sided elevation plan and a materials list of the exterior of the structure. Fence plans shall show an accurate picture of the type of fencing and the height of fencing. Generally, no fences will be permitted in the front yard unless there is insufficient space in the backyard. All earth-moving, excavation and driveway work must be approved before work begins.
3. **Mobile Homes:** The placement of mobile homes in the subdivision is prohibited.
4. **Camper and RV's:** Campers and RV's of lot owners may remain in place up to 12 months from the date of closing. Improvements, such as decks or awnings are not allowed. After that period any camper or RV must be moved off the property or to a screened area on the property and is not allowed to be occupied as the residence of the lot owner. Unscreened campers or RV's may be parked on a lot for a period of not more than two weeks per month. Campers or RV's of lot owners may be kept on the property if they are indoors or screened.
5. **Boat and Car Parking:** On each lot, outdoor parking is permitted for two cars and one boat. For visitors, additional car parking is available in an overflow area or along driveways. No unregistered or unsightly vehicles or debris may be stored or abandoned on any lot. Any additional boats and other personal property shall be stored indoors or behind an approved screen.
6. **Temporary Structures:** No structures of a temporary character including trailers, basements, tents, shacks, or other buildings shall be erected or be used at any time as a residence either temporarily or permanently, nor shall any partially completed building be used as a residence.
7. **Easements:** The Developer and its successors and assigns shall have the right to install, repair and maintain utilities and other amenities within all roadway rights-of-way. Additional easements for installation and maintenance of underground utilities, amenities and drainage facilities are reserved as shown on the recorded plan and over the front, side and rear 10 feet of each lot. Within easements, no structure, planting or other material or improvement shall be placed or permitted to remain which will potentially damage or interfere with the installation and maintenance of installed utilities, drainage or amenities. The easement area of each lot and all improvements to it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority, utility company, or the Developer/POA is responsible. If two or more lots are consolidated prior to installation of any utilities, amenities or drainage facilities on a particular easement, the easement herein granted in any area more than 15 feet within the consolidated lot shall be extinguished.
8. **Nuisance:** No noxious or offensive activity shall be carried out upon any lot or road, whether or not it constitutes a common law nuisance to the neighborhood. For the common good, noise should be minimized after 11:00PM. No motorized vehicles of any sort shall be operated on subdivision roads by an unlicensed driver or in an aggressive or reckless manner. The Developer/POA reserves the right to ban certain types of vehicles as may become a nuisance.

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JOHN GLANTZ SUBDIVISION CARBON TOWNSHIP

Page 2 of 3

9. **Signs:** Signs may not exceed five square feet and may be one sign advertising the property for sale or rent, or one sign used by a builder to advertise the property during construction and sale. Ordinary signs used by professional realtors or builders are permitted. All other signs including those to announce the name of your camp or family must be preapproved by the Developer/POA.
10. **Oil and Mining Operations:** No oil drilling, oil development operation, oil refining of any kind shall be permitted upon or under any lot. No derrick or other structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any lots or lands of the developer. Mining and quarrying are prohibited. No other excavation or drilling, except for water, shall be permitted without approval of the Developer/POA.
11. **Pets, Livestock and Poultry:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot. Household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No dog kennels or dog houses are permitted to be kept outside. Pets may be tied outside for short periods of time no longer than three continuous hours. Pets must be kept indoors from dusk until dawn. Any barking or noisy pet shall be subject to the Nuisance provision above. Pets may not run freely through the subdivision.
12. **Garbage and Refuse:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers until the regularly scheduled pick-up by a garbage hauler.
13. **Sewage Disposal:** Each lot owner will be required to connect to municipal sewage and pay the appropriate tap-on fee to the Developer/POA.
14. **Fees and Assessments:** An initial road maintenance fee of \$500 will be collected at closing for each lot purchased. An annual POA fee of \$200 will be due on or before January 31st of each year and prorated according to the date of purchase or sale of a lot. Should total actual road maintenance and snow removal costs exceed \$200/lot in a calendar year then the Developer/POA shall have the right to levy an additional fee on each lot the following year that is equal to the overage divided by the number of lots currently served by the subdivision roads. Any lot owner shall have the right to request a copy of these expenses. An owner who consolidates two or more lots shall nonetheless be responsible for the number of lots as they appear on the approved subdivision plan. Any fees due, but not paid by February 1st shall be assessed a 1.5% penalty fee for each month it remains unpaid. Property owners who are not current with dues and fees shall not have the right to vote in the POA. All lot owners are entitled to purchase a membership at Four Seasons at Raystown Lake campground that includes the use of the pool and other amenities at that year's published rates.
15. **Cessation of Road Maintenance Fee:** In the event that the subdivision roads or a portion thereof are taken over by or dedicated to Carbon Township the road maintenance fee shall cease or be reduced accordingly. It is not anticipated that roads will be dedicated, however lot owners hereby consent to this dedication should it occur without any additional compensation or right to damages.
16. **Architectural Control Committee/Property Owners Association:** The Architectural Control Committee is chosen by the Developer/POA. Developer shall have full authority to designate a successor. Neither the members of the Architectural Control Committee nor the POA shall be entitled to any compensation for services performed. All lot owners will be part of the POA. The POA shall be responsible for maintenance of amenities dedicated to the use of all property owners and be empowered to collect fees for such.

JOHN GLANTZ SUBDIVISION CARBON TOWNSHIP

Page 3 of 3

17. **Outside Furnace:** Outside furnaces are not allowed. Commercial outdoor grills, external fireplaces and fire pits are permitted. Any open fire must be attended at all times and be properly extinguished.

18. **Cutting of Trees:** No property owner other than the Developer and its successors shall cut any tree over 8" diameter 12" from the ground without the approval of the Developer/POA. This

provision shall not apply to trees cut by utility companies within the utility easement area.

Approval of any home shall constitute approval to cut only such trees as are necessary for the homesite, well, sewer lines and other improvements including the driveway.

Parcel 06-01-03.3

DATED: 12-21-2010

ENTERED
 HUNTINGDON COUNTY
 PENNSYLVANIA
 John Glantz
 2010 DEC 21 A 11:14
 30.50
 JANET E. HANKS
 RECORDER OF DEEDS

Acknowledgment of Individual

STATE OF PENNSYLVANIA

COUNTY OF BEDFORD

On this, the 21ST day of DEC, 2010, before me Donald E Weaver, the undersigned officer, personally appeared JOHN E and Nance S.D. GLANTZ known to me (or satisfactorily proven) to be the person/s whose name are subscribed to the within instrument, and acknowledged that they (he/she/they) executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Nance S.D. Glantz
Nance S.D. Glantz
Notary Public

John E. Glantz

Printed Name: DONALD E WEAVER

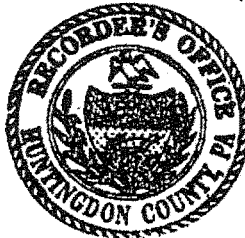
My Commission Expires:

Donald E Weaver



NOTARIAL SEAL
DONALD E. WEAVER, NOTARY PUBLIC
LIBERTY TWP, BEDFORD CO.
MY COMMISSION EXPIRES JUNE 8, 2012

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 DEC 21 2010
Janet E. Hanks, Recorder of Deeds