

ENTERED
HUNTINGDON COUNTY
PENNSYLVANIA

C. Swigart

AUG 30 4 05 PM '01

2387 24.00

JANET E. HANKS
RECORDER OF DEEDS

3rd Revised
Declaration of Restrictive Covenants
For
Grace & Roger Meinhart's
Longhorn Ranch Subdivision
Located in Union Township
Huntingdon County Pennsylvania

The Real Estate which is subject to these Restrictions, Covenants, Reservations and Easements is that Parcel located in Union Township Huntingdon County, Pennsylvania, more fully described in Exhibit "A" as attached hereto and as shown on the final Plan for the Longhorn Ranch subdivision by Africa Engineers recorded in Plan Book no. 8, Page 3-B in the Office of the Recorder of Deeds for Huntingdon County, Pennsylvania. This 3rd Revised Declaration of Restrictive Covenants replaces the prior Declarations recorded as follows:

Declaration of Restrictive Covenants recorded March 6, 1997 in Record Book 431, Page 893

Revised Declaration Restrictive Covenants recorded March 10, 1997 in Record Book 431, Page 943

2nd Revised Declaration Restrictive Covenants recorded April 13, 1999 in Record Book 500, Page 348

Each lot in the Longhorn Ranch Single Family Residential Subdivision designated by the Meinhart's, as being those lots included in the real estate described in Exhibit "A" attached hereto, shall be conveyed UNDER AND SUBJECT to the following conditions, covenants, easements and restrictions which shall be construed as covenants running with the land, which each Grantee by the acceptance of a deed for the property in said subdivision, on behalf of themselves, their executors, administrators, heirs, successors, and assigns, agrees to keep and perform:

Background

Grace and Roger Meinhart have subdivided 85.364 acres of their land, now know as the Longhorn Ranch Subdivision. This subdivision contains 21 Building Lots of varying sizes. The Meinhart's wish to develop this land in a manner as to create a pleasant environment and a continuity of residential development for all lot owners protection.

The Meinhart's have built the roadway and dedicated it to Union Township, and Union Township has accepted the dedication of the roadway.

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

*R.M.
8/8/2001*

GM

006100

Legal Description

Longhorn Ranch Subdivision
Union Township, Huntingdon County, Pennsylvania

Beginning at an iron pin on the southern line of a proposed 50.00 foot wide right-of-way at a point 25.00 feet south of and perpendicular to the center line of said proposed right-of-way at a distance of 485.01 feet in a westerly direction from the approximate terminus of Union Township Road No. T-408; thence along lands of Roger E. and Grace N. Meinhart S 46° 57' 46" W 608.30 feet to an iron pin; thence along same S 3° 12' 59" E 216.44 feet to an iron pin; thence along same S 37° 43' 31" W 1034.49 feet to an iron pin; thence along lands of Mary Foster David, lands of Gerald D. Foster and lands of Gary G. Harbst Jr. S 80° 46' 08" W 1602.87 feet to an iron pin; thence along the Terrace Mountain Subdivision N 79° 02' 30" W 430.42 feet to an iron pipe in pine stump; thence along lands of F.H. Newlin Estate N 62° 01' 07" E 794.18 feet to a post and stones; thence along lands of Jeffrey D. McClain N 62° 07' 00" E 1010.30 feet to an iron pin; thence along same N 58° 30' 17" E 498.56 feet to an iron pin; thence along lands of Larry A. McClain et. al and lands of Christopher O. Bowser N 57° 15' 00" E 1735.73 feet to an iron pin; thence along lands of Christopher O. Bowser N 20° 15' 00" W 664.74 feet to an iron pin in stone pile; thence along lands of John R. Scott N 63° 33' 24" E 1006.81 feet to an iron pin; thence along lands of Robert M. Conner N 63° 21' 04" E 212.94 to a stone pile; thence along same S 43° 20' 23" E 778.66 feet to an iron pipe; thence along lands of John R. Scott S 26° 18' 35" E 164.08 feet to a planted stone; thence along lands of Glatfelter Pulpwood Company S 22° 26' 51" W 88.69 feet to a planted stone; thence along lands of Roger E. and Grace N. Meinhart the following: N 81° 02' 00" W 696.33 feet to an iron pipe; S 59° 08' 20" E 85.05 feet to an iron pin; S 40° 42' 40" W 629.43 feet to an iron pin; S 7° 02' 14" E 161.96 feet to an iron pin and S 46° 57' 46" W 621.55 feet to a point on

Page -2-

the aforementioned southern line of proposed 50.00 foot wide right-of-way; thence along said southern right-of-way line S 78° 03' 00" E 57.17 feet to an iron pin; thence along same S 71° 03' 55" E 14.93 feet to the place of beginning.

Containing 85.364 acres in accordance with a plan of subdivision for Roger E. and Grace N. Meinhart dated January 3, 1992 and revised February 28, 1997, prepared by Africa Engineering Associates, Inc., Drawing No. 10,246 SUB-2.

Restrictive Covenants

The following restrictive covenants shall be restrictions running with the land. They are intended to minimize any surprises and preserve aesthetics of the neighborhood. The restrictive covenants shall be enforceable by the Meinhart's or any lot owner.

1. The Meinhart's hereby reserve the Architectural Approvals of all Building Construction within the Longhorn Ranch subdivision. No Buildings shall be erected, altered or placed upon any lot and there shall be no landscaping or grading of any lot or any removal of trees until the identity of the proposed builder and a complete set of plans and specifications for the same, including color texture of materials to be used on the exterior of the buildings, along with a site plan shall have been furnished to the Meinhart's at least thirty (30) days prior to construction and the identity of the proposed builder and such plans have been approved in writing by the Meinhart's, and Grantee further agrees that no change shall be made in the

identity of the builder or in said approved plans and specifications without the written approval of the Meinhart's first being had and obtained.

The Meinhart's reserve the right to approve or disapprove of any builder of a dwelling or improvement within the Longhorn Ranch Subdivision.

All submissions of plans for construction, proposed grading and tree removals must be in duplicate, one (1) copy of which shall be retained by the Meinhart's.

After receipt of the plans, specifications, proposals and the identity of the proposed builder, Meinhart shall approve or disapprove the same within fifteen (15) days. The Meinhart's may approve in part and disapprove in part, or otherwise qualify such approval, and may take into consideration aesthetic or other considerations or reasons as Meinhart's shall deem suitable.


2. The Meinhart's hereby reserve the on lot site placement and elevation approval of all buildings and improvements constructed within the Longhorn Ranch subdivision. All site plans shall show the following

- (a) existing topography
- (b) outline of all proposed structures, improvements and finished floor elevations including their locations relative to property lines.
- (c) Proposed driveways and sidewalks
- (d) Clearing line around structures, drives and walks.
- (e) Proposed drainage control on each lot.
- (f) Erosion control measure that will be constructed to control water runoff until new grass and landscaping is established.

The Meinhart's shall have the right to require whatever screening they deem suitable.

The Meinhart's may at their option, appoint a Design Review Board, to which the Meinhart's may assign and delegate any and all of Meinhart's rights and authority; and further, the Meinhart's retain the right to veto any decisions of the Design Review Board.

R.W.
8/8/2001



Each Grantee acknowledges and agrees that any construction, improvement or movement of soil on a lot is under and subject to the restriction and regulation of the Soil Conservation District, and each Grantee shall be responsible for constructing and maintaining erosion and sedimentation controls in accordance with the Soil Conservation District regulation's and each Grantee hereby indemnifies and save harmless the Meinhart's, their successors and assigns, from any loss, damage or claim that Grantee may have or incur as a result of the Grantee's failure to construct and maintain proper erosion and sedimentation controls.

3. All Out-buildings shall be of the same design and finish as the home constructed on the same lot within the Longhorn Ranch Subdivision.
4. Individual Lot Owners shall complete Construction of all building exterior work, garage, driveway and landscaping within 12 months from the start thereof, or else there shall be assessed against the Grantee liquidated damages in the amount of Fifty (\$50.00) Dollars per day for that time beyond the forgoing one (1) year period during which such construction or landscaping is incomplete.
5. No Mobile Homes, Double Wide homes or Campers are permitted as residences on lots in the Longhorn Ranch subdivision.
6. The Meinhart's wish to discourage homes where the garage doors face the street if possible, within the Longhorn Ranch subdivision. The Meinhart's realize that this is not always possible and therefore this is not a absolute requirement.
7. All Foundations and Masonry Chimneys must be Brick or Stone cased and the Brick and Stone shall extend to the ground level so that no bare concrete or concrete block is visible on all buildings within the Longhorn Ranch subdivision. The use of man made brick and stone is permitted.
8. Exposed Metal Chimneys are not acceptable within the Longhorn Ranch subdivision.
9. All lot owners within the Longhorn Ranch Subdivision shall have an agreement for off site garbage disposal with a private trash hauler. It is encouraged that all lot owners try to use a common hauler to minimize the traffic within the Longhorn Ranch subdivision. All trash, garbage and refuse shall be stored in covered metal or plastic containers and be concealed from view.
10. No Fences are permitted in the front yards (between the street right of way and the homes) within the Longhorn Ranch subdivision.
11. No outside storage of unlicensed vehicles or vehicles with non current inspections are permitted within the Longhorn Ranch subdivision.
12. No Lot may be further subdivided in the Longhorn Ranch subdivision.
13. No Right of Ways for roadways, power lines or for any other purpose may be granted across any lot to the lands of others. The only Rights of Ways that may be granted are for utilities servicing the immediate Longhorn Ranch subdivision. No lot may be used as a means of access or egress to or from any other real estate.
14. No structure of a temporary character, including but not limited to, mobile homes, trailers, basements, tents, shacks or garages shall be used on any lot at any time as a residence.

R. M.
8/8/2001



15. Only one residential single family dwelling with a minimum of 1500 square feet of living space on the main floors above grade, excluding any garage or below ground basement, may be erected or maintained on each lot with a private garage of no more than 3 cars in size.

16. No garage or home shall be used for commercial or industrial purposes, such as auto repair, hair dresser, professional offices, where public comes personally to the place of business for services. It is acceptable to have a home office.

17. Neither the Meinhart's, nor their heirs, successors, or assigns, shall be liable for damages to anyone submitting any plans or request for approval, or to any Grantee affected by these covenants by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every Grantee who submits any plans or request to the Meinhart's for approval agrees by submission thereof, and every Grantee agrees, by acquiring title thereto, that they will not bring any such action or suit to recover any such damages.

18. The Meinhart's shall have the express power and the right to enjoin the construction of any structure or other improvement and the grading of any lot, including the removal of any trees, and to order the removal of any structure or improvement on any lot where approval for said construction, grading or other improvement shall not have been obtained in strict compliance with the provisions herein and to take such other remedies as are available to the Meinhart's in law or equity.

19. Each Grantee shall refrain from interference within natural drainage courses and swale's along the roadways.

20. At no time shall any lot be stripped of it's top soil, except to the extent necessary for approved construction, nor be stripped of it's trees or other vegetation, or allowed to go to waste, or be neglected, excavated or have refuse or trash thrown, placed or dumped upon it.

21. Electric, Phone & Cable Utilities servicing the Longhorn Ranch Subdivision shall be on poles along the street right of way, however all utilities on individual lots shall be installed underground by the builder of the improvements on that lot.

R.W.
8/8/2001



ALL COVENANTS, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming title to any lands within the Development. In the event of a violation or breach of any of these restrictions or covenants by any property owner or occupier of any of the lands within the Development, the owners of lots in the Development, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance with the terms thereof, or to prevent the violation or breach of the terms hereof. The failure to enforce any right, reservation, restriction or condition, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior to subsequent thereto, and shall not bar or effect its enforcement. The invalidation by any Court of any restriction or covenant in this Declaration contained shall in no way affect any of the other restrictions or covenants, but they shall remain in full force and effect.

IN WITNESS WHEREOF, the Meinhart's have caused the execution of these presents 8TH day of August 2001.

Gayle Stevenson Cassin
(Witness)

Grace N. Meinhart
Grace N. Meinhart

Gayle Stevenson Cassin
(Witness)

Roger E. Meinhart 8/8/2001
Roger E. Meinhart

In Witness Whereof, the Figard's owners of Lot #14 have approved this revision of the restrictive covenants and have caused the execution of these presents this 8th day of August 2001.

Gayle Stevenson Cassin
(Witness)

John R. Figard, Jr.
John R. Figard, Jr.

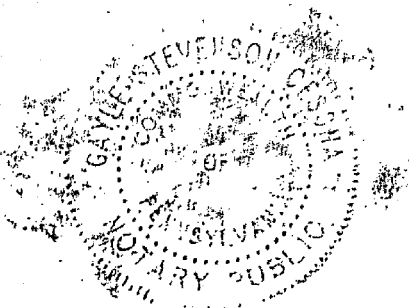
Gayle Stevenson Cassin
(Witness)

Trena L. Figard
Trena L. Figard

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF HUNTINGDON :

On this, the 8TH day of August, 2001, before me, the undersigned officer, personally appeared GRACE N. MEINHART and ROGER E. MEINHART, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



Gayle Stevenson Cessna

Notarial Seal
Gayle Stevenson Cessna, Notary Public
Huntingdon Boro, Huntingdon County
My Commission Expires Aug. 18, 2004

(Title of Officer)

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF HUNTINGDON :

On this, the 27TH day of August, 2001, before me, the undersigned officer, personally appeared JOHN R. FIGARD, JR. and TRENA L. FIGARD, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



Gayle Stevenson Cessna

Notarial Seal
Gayle Stevenson Cessna, Notary Public
Huntingdon Boro, Huntingdon County
My Commission Expires Aug. 18, 2004

(Title of Officer)

AUG 30 2001

Recorded
Janet E. Hanks, Recorder of Deeds