

AMENDMENT TO COVENANTS
RECORDED APRIL 26, 2004
IN RB 709, PG 639. - on Computer

BOOK 099 PAGE 36 DECLARATION OF PROTECTIVE COVENANTS

Ridgeview Subdivision of Bunn's Mountain Associates, Inc.

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

DEVELOPMENT: Ridgeview, Todd Township
Huntingdon County, Pennsylvania

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

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

2. All lots in the subdivision shall be limited to

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

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

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

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

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

7. No lot shall be used for any commercial purpose or purposes.
8. With the exception of Lot No. 1, no lot in the subdivision shall be re-subdivided. This restriction against re-subdivision shall not apply to Lot No. 1.
9. All sewerage disposal systems must be constructed in accordance with the requirements and standards of the local sewerage enforcement officer.
10. No part of any lot sold may be sold or used as a road or as a right-of-way to any property outside of this subdivision.
11. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
12. No livestock or poultry of any kind shall be raised, bred or boarded or kept on any lot. Dogs, cats or other household pets may be kept, provided that they are not kept, bred, boarded, or maintained for any commercial purposes.
13. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waster shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
14. No trucks, buses, old cars or unsightly vehicles of any type or description may be left, stored or abandoned on said lots.
15. A minimum of fifteen (15) inch diameter culverts must be used in all driveways leading from main subdivision roads where such culverts are necessary.

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

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

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

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