

UNDER AND SUBJECT, NEVERTHELESS, to the following restrictions, which are deemed to be covenants running with the land:

1. Only one single family residence shall be erected or placed upon any one lot or parcel, and such building shall never be used or occupied for any purpose except that of a private residence exclusively by not more than one family at any one and the same time (a single family shall be construed as a family unit which may include near relatives residing with the principal family); nor shall such building be arranged or ever used as flats or apartments; nor shall any lot or part thereof ever used or occupied for trade or business of any kind whatsoever; nor shall this parcel be resubdivided into building lots or for any other purpose whatsoever.

2. Said private residence building shall be of substantial and permanent construction; and shall cost not less than Eighty Thousand (\$80,000.00) Dollars according to 1990 building costs, excluding costs of on-site sewerage, water and private lane and landscaping. The minimum size of the residence structure shall be eight hundred (800) square feet on the main floor. This floor space shall not include the basement, garage, porch or carport. All building exterior construction shall be completed within one year from the date of commencement of construction. In particular, no house trailers or other movable type structures shall be placed on any parcel.

3. As appurtenant to the residence and to be used only in connection with it, a one-to-three car garage may be erected on a lot or parcel. Also, a substantial small building may be erected at a point of convenience, subject to the set-back of seventy-five feet from any adjoining highway and all property lines, for the protection of equipment used in the care of grounds and in the private recreation of a resident family. In particular, a recreational trailer, recreational boat and other recreational vehicles may be housed in the garage or in the separate small building specified in this paragraph.

4. No building shall be erected within seventy (70) feet of the center line of Route 26 or within fifteen (15) feet of the rear or side property lines of the lot; unless said rear or side lot line abuts a street or road, in which event the setback shall be not less than fifty (50) feet from the center line of said street or road.

5. No domestic animals other than household pets of the private residence shall be permitted, and all pets shall be controlled so as to not create a nuisance to an adjoining property. Nuisances shall include, but not be limited to trespassing and excessive noise.

6. All trash, junk and waste material shall be properly confined or containerized and shall be promptly removed on a regular basis. Storage of waste material, old automobiles and parts upon any parcel is prohibited.

7. No signs, billboards or advertising of any nature shall be erected, placed or maintained on any parcel herein designated nor upon any building erected thereon, excepting safety and directional information of the Grantors.

8. If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants and restrictions herein, it shall be lawful for the Grantors, or any other person or persons owning real estate situate in the Wagner Acres Subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, either to prevent him or

them from so doing or to recover damages or other dues for such violation.

9. Invalidation of any these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

And the said Grantors hereby covenant and agree that they will warrant generally the property hereby conveyed.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals the day and year first above written.

Charles B. Swigart
Attorney-at-Law
Huntingdon, PA

Harold W. Wagner

By: Cathy C. Howell
Cathy C. Howell,
Attorney-In-Fact

Bayle E. Stevenson
(Witness)

Mary Davis Wagner
Mary Davis Wagner

Richard W. Wagner
Richard W. Wagner

Bayle E. Stevenson
(Witness)

Jeanne W. Wagner
Jeanne W. Wagner

Dorothy R. Peterson and
Arnold O.D. Peterson

Bayle E. Stevenson
(Witness)

By: Richard W. Wagner
Richard W. Wagner,
Attorney-In-Fact

Wendy E. Weight and
Murray W. Weight

Bayle E. Stevenson
(Witness)

By: Richard W. Wagner
Richard W. Wagner,
Attorney-In-Fact

Christine E. Wagner,
Suzanne E. Wagner,
Sally Wagner Rotondo and
Paul S. Rotondo and
Harold Warren Wagner and
Kathryn Parks Wagner

Bayle E. Stevenson
(Witness)

By: Charles B. Swigart
Charles B. Swigart,
Attorney-In-Fact

BK 612PG0923

Heine, Inc., Consulting Engineers, on May 5, 1975 being recorded in the Office of the Recorder of Deeds for Huntingdon County, Pennsylvania on March 9, 1987 in Plan Book 6, Page 13, and a revised plan dated June 27, 1994 being recorded on January 26, 1996 in Huntingdon County Plan Book 7, Page 195; and

WHEREAS, the Grantees purchased lots from the Grantors under the following Deeds:

Deed to Carl H. Baxter and Marcia A. Baxter dated January 28, 1992 and recorded February 4, 1992 in Record Book 292, Page 946 (Tax Parcel No. 51-02B-03.4)

Deed to Roger D. Stauffer and Brenda J. Stauffer dated September 2, 1992 and recorded September 17, 1992 in Record Book 309, Page 446 (Tax Parcel No. 51-02B-04.4)

Deed to Rhonda L. Muir dated March 24, 1994 and recorded May 24, 1994 in Record Book 354, Page 471 (Tax Parcel No. 51-02B-02.1)

Deed to Brian A. Lewis and Patricia E. Lewis dated November 7, 1995 and recorded November 22, 1995 in Record Book 396, Page 1 (Tax Parcel No. 51-02B-04.1);

and

WHEREAS, each of the above Deeds contained the Restrictive Covenants for the Wagner Acres Subdivision set forth at length; and

WHEREAS, two of the Restrictive Covenants as set forth in the above referenced Deeds were incorrect; and

WHEREAS, it is the intent of this document to set forth the correct Restrictive Covenants.

NOW, THEREFORE, WITNESSETH that the Grantors do hereby set forth the following revised Restrictive Covenants which shall supersede the Restrictive Covenants with the same numbers as set forth in the above recited Deeds, to wit:

3. As appurtenant to the residence and to be used only in connection with it, a one-to-three car garage may be erected on a lot or parcel. Also, a substantial small building may be erected at a point of convenience for the protection of equipment used in the care of grounds and in the private recreation of a resident family. In particular, a recreational trailer, recreational boat and other recreational vehicles may be housed in the garage or in the separate small building specified in this paragraph.

4. No building shall be erected within seventy (70) feet of the center line of Route 26 or within fifty (50) feet of the center line of any other street or road; or within fifteen (15) feet of the rear or side property lines of the lot; unless said rear or side lot line abuts a street or road, in which event the setback shall be not less than fifty (50) feet from the center line of said street or road.

Charles B. Swigart
Attorney-at-Law
Huntingdon, PA

REVISIONS TO RESTRICTIVE COVENANTS

WAGNER ACRES, WALKER TOWNSHIP, HUNTINGDON COUNTY, PENNSYLVANIA

MADE THE 28th day of June in the year of our Lord
one thousand nine hundred ninety-six (1996)

Between **HAROLD WINFIELD WAGNER**, also known as **HAROLD W. WAGNER**, by his Attorney-In-Fact, **CATHY C. HOWELL**, and **MARY DAVIS WAGNER**, his wife; **RICHARD W. WAGNER** and **JEANNE W. WAGNER**, his wife; **DOROTHY R. PETERSON** and **ARNOLD O.D. PETERSON**, her husband, by their Attorney-In-Fact, **RICHARD W. WAGNER**; **WENDY E. WEIGHT**, single, and **MURRAY W. WEIGHT**, single, by their Attorney-In-Fact, **RICHARD W. WAGNER**; and **CHRISTINE E. WAGNER**, single, **SUZANNE E. WAGNER**, single, **SALLY WAGNER ROTONDO** and **PAUL S. ROTONDO**, her husband, **HAROLD WARREN WAGNER** and **KATHRYN PARKS WAGNER**, his wife, all by their Attorney-In-Fact, **CHARLES B. SWIGART**,

Grantors,

And **CARL H. BAXTER** and **MARCIA A. BAXTER**, husband and wife, of Walker Township, Huntingdon County, Pennsylvania,

And **ROGER D. STAUFFER** and **BRENDA J. STAUFFER**, husband and wife, of 2212 Autumn Wood Drive, Huntingdon, Pennsylvania 16652, now **JEFFREY T. BURNETT** and **DIANE M. BURNETT**, husband and wife, of R.D. 1, Box 6D, Huntingdon, Pennsylvania 16652

And **RHONDA L. MUIR** of Route 22 West, Huntingdon, Pennsylvania,

And **BRIAN A. LEWIS** and **PATRICIA E. LEWIS**, husband and wife, of R. R. 1, Box 6E, Huntingdon, Pennsylvania 16652,

Grantees:

WHEREAS, the Grantors are the owners and developers of a subdivision situate in Walker Township, Huntingdon County, Pennsylvania known as Wagner Acres (Tax Parcel No. 51-02-35); the original plan of said subdivision as prepared by Stephen V.

Charles B. Swigart
Attorney-at-Law
Huntingdon, PA

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