

RECORDED
 01/30/2015 02:01:58 PM
 Virginia Cooper
 Register and Recorder
 Clerk of Orphans' Court
 Huntingdon County, PA
 Instrument: 2015-000552

UPI NOS. 34-03-09.16; 34-03-09.17; 34-03-09.18; 34-03-09.19; 34-03-09.21; 34-03-09.22;
 34-03-09.23 and 34-03-09

**SECOND AMENDED DECLARATION OF RESTRICTIVE COVENANTS
 FOR WALNUT ACRES**

Amended Covenants in RB 910, Pg. 316

These Second Amended Restrictive Covenants are intended to replace the previous Restrictive Covenants for Walnut Acres Subdivision, both the original Restrictive Covenants and the Amended Restrictive Covenants.

1. **Further Subdivision.** No lot or tract in this Subdivision shall be further subdivided.
2. **Building Location.** Building shall be located in the building area location permitted by the municipality.
3. **Easements.** The Developer and its successors and assigns shall have the right to install, reinstall, repair and maintain utilities and other amenities within all roadway rights-of-way as shown on the recorded subdivision plan. Additional easements for the installation and maintenance of underground utilities, amenities and drainage facilities are reserved as shown on the recorded plan and shall include easements over the front, side and rear 10 feet of each lot. No structure or improvement shall be placed or permitted to remain which will interfere with the easements and the installation and maintenance of utilities within the easement.
4. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become a significant disturbance to the property owners in the Subdivision.
5. **Oil and Mining Operations.** No gas or oil drilling, gas or oil development operations or refining of any kind shall be permitted upon any lot within the Subdivision. Mining and quarrying are prohibited on any lots in the Subdivision.
6. **Pets and Livestock.** No pets may be kept within the subdivision that unreasonably disturb other property owners in the subdivision by barking, making noise, roaming or otherwise. Property owners shall take reasonable steps to control any pets or livestock that are unreasonably disturbing other property owners in the Subdivision upon notice from another property owner or from the Developer.
7. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish generated from any source. Trash, garbage or other waste shall be kept in sanitary containers

out of site from the roadways of the Subdivision and shall be placed along the roadways of the Subdivision only at such times as are necessary for pickup by a garbage hauler.

8. **Sight Distance at Driveway Intersections.** No structure or planting shall be allowed to exist which compromises the sight distance at the intersection of driveways and the roads of the Subdivision as well as intersections of public roads and subdivision roads.

9. **Road Maintenance Fee and Amenity Assessment.** Ruger Lane shall be maintained at the sole cost of the owners of Lots #17, 18 and 19. Marlin Lane is the access for Lots # 16, 20 and Lot #3. Maintenance for Marlin Lane shall be paid for by the owners of Lots #16, 20 and Lot #3 as they may agree upon.

10. **Areas Designated as Areas Not to Be Disturbed.** No development activity may take place on any areas of the Subdivision designated as areas not to be disturbed.

11. **Enforcement.** In the event it is necessary for any property owner or the Developer to enforce any of these restrictive covenants against a property owner in the development, the property owner against whom the covenants are enforced shall be responsible and liable for all attorneys' fees and costs in connection with enforcing of these covenants.

12. **Storm Water and Drainage Facilities.** After the sale of any lot in the Subdivision, the lot owner shall be responsible for the maintenance and upkeep of any and all drainage and storm water facilities on that lot whether they were installed by the Developer or by the property owner.

13. **Further Covenants.** Nothing herein shall prohibit the Developer from placing further restrictive covenants or more restrictive covenants on any parcel, parcels, lot or lots in the Subdivision.

14. **Incorporation of Notes.** The notes on the Subdivision plan shall be incorporated hereby by reference. In instances where the restrictive covenants set forth herein are inconsistent with the notes, the more restrictive of the two shall govern.

15. **Severability.** Invalidation of any of these covenants by judgment of court order shall not affect any of the other provisions, which shall remain in full force and effect.

16. **Term.** These are covenants which run with the land and shall be binding on all parties, their heirs, successors and assigns in perpetuity.

17. **Lots Not Subject to These Restrictions.** These covenants shall not apply to Lots #11, 12 and 13, which are lots retained by the Developer for the use of the Developer.

18. **Additional Covenants in Deeds.** Deeds for lots which are sold in the Subdivision may contain additional restrictive covenants applicable to the lot which is conveyed by the deed.

IN WITNESS WHEREOF, the Developer has caused the execution of these presents this 7th day of January, 2015.

Witness

Rex A. Smith
REX A. SMITH

Peggy K. Smith
PEGGY K. SMITH

PEACHEY ASSOCIATES, INC.
BY: *Phyllis Peachey*
PHYLLIS PEACHEY

Margaret Siems
MARGARET SIEMS

Mark R. Denoma
MARK R. DENOMA

Melissa McKenna
MELISSA MCKENNA

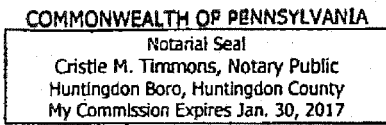
COMMONWEALTH OF PENNSYLVANIA :

SS:

COUNTY OF HUNTINGDON :

On this the 9th day of January, 2015, before me, the undersigned officer, personally appeared REX A. SMITH and PEGGY K. SMITH, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the same for the purpose therein contained.

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



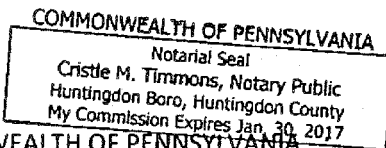
Cristle M Timmons
My Commission Expires 01/30/2017

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF HUNTINGDON :

On this 9th day of January, 2015, before me the subscriber, personally appeared PHYLLIS PEACHEY who acknowledged herself to be the President of PEACHEY ASSOCIATES, INC. and that being authorized to do so as such President executed the within instrument on behalf of PEACHEY ASSOCIATES, INC.

WITNESS my hand and seal the day and year aforesaid.



Cristle M Timmons (SEAL)

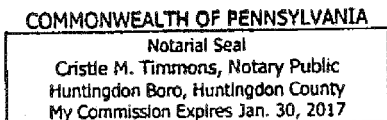
COMMONWEALTH OF PENNSYLVANIA :

SS:

COUNTY OF HUNTINGDON :

On this the 30th day of January, 2015, before me, the undersigned officer, personally appeared MARGARET SIEMS, known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within instrument, and acknowledged the same for the purpose therein contained.

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

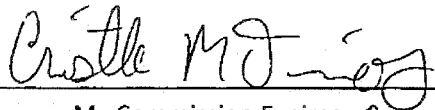


Cristle M Timmons
My Commission Expires 01/30/2017

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF HUNTINGDON :

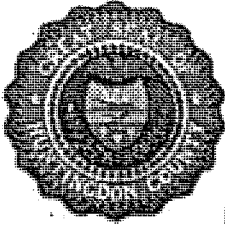
On this the 7th day of January, 2015, before me, the undersigned officer, personally appeared MARK R. DENOMA and MELISSA MCKENNA, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged the same for the purpose therein contained.

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



My Commission Expires 01/30/2017

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cristle M. Timmons, Notary Public
Huntingdon Boro, Huntingdon County
My Commission Expires Jan. 30, 2017



Huntingdon County

VIRGINIA COOPER

Register of Wills, Recorder of Deeds
and Clerk of Orphans' Court

223 Penn Street, Huntingdon, PA 16652
Phone: 814.643.2740 Fax: 814.643.6849

2015-000552

RECEIPT FOR PAYMENT

Instrument Number: 2015-000552
Instrument Type: AMEND TO COVENANTS
Indexed Party: WALNUT ACRES SUBDIVISION

Record Date: 1/30/2015
Record Time: 02:01:58
Receipt No.: 41600

Receipt Distribution

Fee/Tax Description	Payment Amount
AMEND TO COVENANTS	15.00
AMEND TO COVENANTW	.50
UNIV. PARCEL ID FEE	160.00
CO RECORDS IMP FND	2.00
RECORDERS FUND	3.00
EXTRA NAMES	1.50
EXTRA PAGES	2.00
Check# 3342	\$184.00
Total Received.....	\$184.00

Book#: 2015 Page#: 0552

Paid By Remarks: D ODY
Univ. Parcel ID: 34-03-09.16, 34-03-09.17,
34-03-09.18, 34-03-09.19,
34-03-09.21, 34-03-09.22,
34-03-09.23, 34-03-09



I hereby CERTIFY that this document is
Recorded in the Recorder of Deeds Office
Of Huntingdon County, Pennsylvania.

Virginia Cooper

Virginia Cooper
Recorder of Deeds

Certification Page
DO NOT DETACH

This page is now part of this legal document.

NOTE: Some information subject to change during the verification process and may not be reflected on this page.