

**RESERVATIONS, RESTRICTIONS, COVENANTS  
AND CONDITIONS BINDING CERTAIN LANDS  
OF THE PARTIES HERETO KNOWN AS  
WARRIOR OAKS  
SITUATE IN SMITHFIELD AND PORTER TOWNSHIPS,  
HUNTINGDON COUNTY, PENNSYLVANIA**

Whereas, the undersigned owners of the real property described hereinafter are desirous of subjecting said property to the restrictions, covenants, reservations, and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

The real property which is, and shall be, held and shall be conveyed, transferred and sold subject to the conditions, restrictions, covenants, reservations, and easements is located in Smithfield and Porter Townships, Huntingdon County, Pennsylvania, being all lands known as "Warrior Oaks" as recorded in the Plan Book 1, Pages 4, 10 and 10A, in the Office of the Recorder of Deeds of Huntingdon County.

The said described Warrior Oaks, or any part or parcel thereof, shall be used exclusively for single private residence purposes. Any detached buildings must be approved in structure and purpose by the Architectural Advisory Committee. No buildings shall be allowed that are constructed of concrete block or metal. Any detached building or structure that is currently on a property at the enactment of these covenants shall be permitted to remain. Any future replacements or additions shall need the approval of the Architectural Advisory Committee.

No trade, business, commerce, industry, profession or occupation shall be conducted or carried on upon any lot or lots purchased from the said tract or in or about any building erected thereon. Home offices and businesses which are exclusively operated by the homeowner and do not create motor vehicle traffic or business invitees shall be permitted.

It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on said lots which shall tend to substantially decrease the beauty of the neighborhood as a whole or of any specific area.

**Architectural Advisory Committee**

The undersigned owners hereby authorize the appointment of an Architectural Advisory Committee. The Committee shall have three (3) members, two (2) owners of lots located in "Warrior Oaks" and a third member experienced in architecture and community development. The Committee shall be elected by the homeowners, with each homeowner having one (1) vote. The term shall be for two (2) years. Members of the Committee may also serve on the Warrior Oaks Water Association, Inc., if elected.

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There shall be an initial review of the proposed plans by the two (2) homeowner members of the Committee. If the plans are approved by the two (2) homeowner members no further review shall be necessary. In the event that the plans are disapproved or a resolution satisfactory to all parties cannot be attained, the homeowners shall consult the third member of the Committee as hereinabove and hereinafter set forth.

The purpose of the Committee is to maintain aesthetics and standards of development, which shall be consistent and harmonious with existing structures, and appurtenances as presently exist at Warrior Oaks. The Committee is empowered to review and approve or disapprove all plans and specifications for any residential structure whatsoever to be erected on any lot. No residential structure shall be erected, or placed, on any lot until the construction plans and specifications have been approved by the Committee as to quality of the proposed construction and harmony of design with respect to existing structures and topography of Warrior Oaks. The Committee is empowered to review and approve or disapprove all plans, specifications and location for any structure, outbuilding or swimming pool to be placed on any lot. Committee review and approval shall be required for additions or alterations to residential structures and outbuildings existing as of the date of these covenants. The Committee's approval or disapproval shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with. The costs or professional fees incurred by the Committee shall be borne by the individual or organization submitting the plans.

In the event of disapproval of the plans submitted by the homeowner/developer, the homeowner/developer shall be entitled to have the matter submitted to arbitration. The arbitration panel shall consist of three (3) impartial individuals who are experienced in residential real estate building and development. The panel shall apply standards of harmonious development consistent with those found at Warrior Oaks. The Committee and the homeowner/developer shall each select an arbitrator with the third arbitrator to be selected by the two arbitrators. The matter shall be heard by the arbitrators and a decision rendered within sixty (60) days from the date of the selection of the panel. The costs and expenses of the arbitration shall be shared equally between the Committee and the homeowner/developer.

No building, nor any part thereof except steps, uncovered porches, etc., of any dwelling house, as hereinafter provided, shall be erected or maintained upon any part of any building lot or parcel of ground in Warrior Oaks within thirty (30) feet of the property line facing any street.

No building, nor any part thereof except a garage and steps, uncovered porches, etc., of a dwelling house as hereinafter specifically provided, shall be erected or maintained on any lot or piece of ground in Warrior Oaks within twenty (20) feet of the division side line of the said lot or parcel of ground, which said side line shall be the side line of the adjoining lot or within twenty (20) feet of the said line of the other adjoining lots.

No garage or any part thereof shall be erected within ten (10) feet of any lot line, except lot lines bordering streets.

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### **Easements**

Easements and rights of way for the erection and maintenance of poles, wires, reservoir, water lines, conduits and sewage systems and the necessary and proper attachments in connection therewith for the transmission of electricity, water, sewage and for telephone and other purposes are hereby expressly reserved by the undersigned owners, their successors and assigns, in, upon, under and over each lot of Warrior Oaks. No building, construction or improvements shall be placed on the easements and rights of way.

### **Signs**

No billboards, advertising boards or any structure for advertising shall at any time be erected, maintained or used upon any lot or on or in any building erected thereon. Garage, yard sales or home for sale signs are permitted on a temporary basis.

### **Nuisances**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

### **Temporary Structures**

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. The use of mobile homes is prohibited.

### **Animals and Poultry**

No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. All residents shall be responsible to keep any permitted pets confined to their property and restrain them from making noise at night or creating a nuisance for other property owners in the subdivision in any other manner.

### **Oil and Mining Operations**

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, material excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

### Garbage and Refuse Disposal

No lot shall be used or maintained as a dumping ground for rubbish except the lot reserved for that purpose. Homeowners may recycle, compost and store biodegradable materials on the lots of the homeowners in a fashion which does not create an unsightly or noxious condition. Trash, garbage or other waste shall not be kept except in sanitary containers. Rubbish is defined as anything that is biodegradable; leaves, lawn clippings, small branches, etc. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

### Abandoned Vehicles

No trucks, buses, old cars or unsightly vehicles of any type or description may be left abandoned on said lots.

### Roads

No vehicles of any type shall be left unattended in or on the roads of Warrior Oaks so as to create a nuisance, traffic hazard or fire safety hazard.

### Subdivision

No lot being used for residential purposes on the date of this document shall be further subdivided for residential purposes.

### Water Supply

Whereas, the lot owners of Warrior Oaks have formed a nonprofit corporation registered in the Commonwealth of Pennsylvania as The Warrior Oaks Water Association, Inc. The purpose of said corporation is to store, transport and distribute water and to operate and maintain a reservoir, and to affect such purposes by engaging in any doing of any lawful act concerning any or all-lawful functions for which the nonprofit corporation was formed. Said nonprofit corporation was formed on December 13, 1977.

The business affairs of said nonprofit corporation shall be the responsibility of the officers of said nonprofit corporation or a manager selected by and responsible to said officers. The officers and/or manager shall use good business judgment in all matters affecting the nonprofit corporation, it being expressly understood that the nonprofit corporation is not operated or to be operated for the pecuniary gain of the owners or any other person but upon a mutually co-operative and beneficial plan for all the owners and occupiers of the lots in Warrior Oaks.

It is understood and agreed that all lot owners, their heirs, executors, administrators and assigns serviced by said water system shall pay the water service rates as determined by the officers of The Warrior Oaks Water Association, Inc. The tappage fee for water shall be the actual cost for the connection but not less than One Hundred (\$100.00) Dollars. In the event that it is determined that insurance is appropriate for the Water Association, its officers, or lands held by the Association

EX 524PG0347

for the benefit of the owners of lots in Warrior Oaks, the Water Authority shall obtain the same at its expense.

**Renewal of Restrictions**

The above reservations, restrictions, covenants and conditions shall expire on the first day of January, in the year 2020, but may be extended thereafter in whole or in part for a period of twenty (20) years from that date and thereafter in whole or in part for successive periods of twenty (20) years provided consent to such extension is executed, acknowledged and recorded in the Office of the Recorder of Deeds of Huntingdon County by not less than three-fourths (3/4) of the lot owners.

**Amendment**

The reservations, restrictions, covenants and conditions shall be amended provided that said amendment be executed, acknowledged and recorded in the Office of the Recorder of Deeds of Huntingdon County. The amendment shall bind all lot owners, provided that not less than three-fourths (3/4) of the homeowners join in the amendment. Each homeowner shall be entitled to one (1) vote. Joint ownership of a lot shall be counted as one (1) vote. Individuals or organizations owning more than one (1) lot shall have one (1) vote.

**Enforcement**

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

**Severability**

Invalidation of any one of 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.

In Witness Whereof, we have hereunto set our hands and seals this 20th day of December, A. D., 1999.

[Signature]  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

William E. Benton (SEAL)  
William E. Benton, TPN 38-16-10.3

Susan A. Benton (SEAL)  
Susan A. Benton, TPN 38-16-10.3

Franklin S. Myers (SEAL)  
Franklin S. Myers, TPN 38-16-10

Jean H. Myers (SEAL)  
Jean H. Myers, TPN 38-16-10

EX 521 PG 0348

BK 52LP60349

Witness

Witness

Witness

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Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

*Harold A. Kann*

(SEAL)

Harold A. Kann, TPN 38-16-10.2

*Patricia M. Kann*

(SEAL)

Patricia M. Kann, TPN 38-16-10.2

*Donald L. Hicks*

(SEAL)

Donald L. Hicks, TPN 38-16-11 & 38-15-05.1

*Ann L. Hicks*

(SEAL)

Ann L. Hicks, TPN 38-16-11 & 38-15-05.1

*Jack A. Reihart*

(SEAL)

Jack A. Reihart, TPN 38-16-17 & 38-16-13

*Patricia P. Reihart*

(SEAL)

Patricia P. Reihart, TPN 38-16-17 & 38-16-13

*Robert E. Baker*

(SEAL)

Robert E. Baker, TPN 38-16-09

*Barbara A. Stryker*

(SEAL)

Barbara A. Stryker, TPN 38-16-09

*Daryl E. Moberg*

(SEAL)

Daryl E. Moberg, TPN 44-01-17

*Patricia R. Moberg*

(SEAL)

Patricia R. Moberg, TPN 44-01-17

(SEAL)

Ronald Quinn, TPN 44-01-15 & 44-01-14

(SEAL)

Kathleen M. Quinn, TPN 44-01-15 & 44-01-14

*David P. Gipple*

(SEAL)

David P. Gipple, TPN 38-16-10.7

(SEAL)

Stan R. Isenberg, TPN 44-01-08

(SEAL)

Joanne Isenberg, TPN 44-01-08

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Witness

Carolyn Fae Reihart (SEAL)  
Carolyn Fae Reihart, TPN 44-01-25

Witness

Ray F. Miller, Jr. (SEAL)  
Ray F. Miller, Jr., TPN 38-16-10.4

Witness

Catherine C. Miller (SEAL)  
Catherine C. Miller, TPN 38-16-10.4

Witness

Peter D. Rothstein (SEAL)  
Peter D. Rothstein, TPN 44-01-16 & 44-01-19

Witness

Laura J. Steins (SEAL)  
Laura J. Steins, TPN 44-01-16 & 44-01-19

Witness

Regina M. Miller (SEAL)  
Regina M. Miller, TPN 44-01-13

Witness

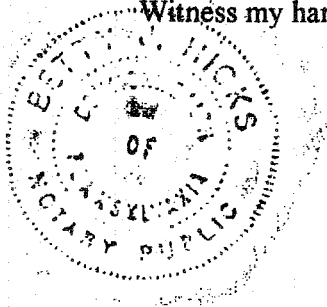
David J. Miller (SEAL)  
David J. Miller, TPN 44-01-13

EX 524PG0351

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF HUNTINGDON :

On this 20th day of December, 1999, before me, a Notary Public in and for said County and State, came the above named WILLIAM E. BENTON and SUSAN A. BENTON, husband and wife, who in due form of law acknowledged the foregoing Reservations, Restrictions, Covenants and Conditions concerning Warrior Oaks to be their act and deed, and desired the same to be recorded as such.

Witness my hand and official seal the day and year aforesaid.



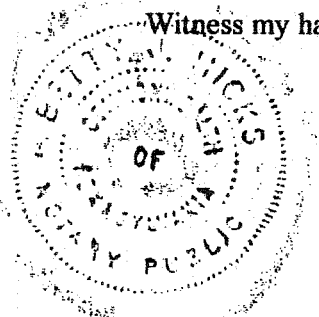
Betty J. Hicks  
Notary Public  
My Commission Expires:

Notarial Seal  
Betty J. Hicks, Notary Public  
Huntingdon Boro, Huntingdon County  
My Commission Expires July 22, 2000

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF HUNTINGDON :

On this 28th day of December, 1999, before me, a Notary Public in and for said County and State, came the above named FRANKLIN S. MYERS and JEAN H. MYERS, husband and wife, who in due form of law acknowledged the foregoing Reservations, Restrictions, Covenants and Conditions concerning Warrior Oaks to be their act and deed, and desired the same to be recorded as such.

Witness my hand and official seal the day and year aforesaid.



Betty J. Hicks  
Notary Public  
My Commission Expires:

Notarial Seal  
Betty J. Hicks, Notary Public  
Huntingdon Boro, Huntingdon County  
My Commission Expires July 22, 2000

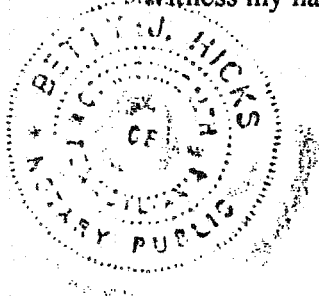


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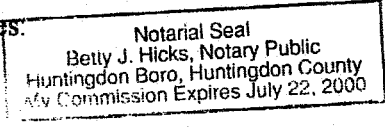
COMMONWEALTH OF PENNSYLVANIA :  
 :  
 : SS.  
COUNTY OF HUNTINGDON :  
 :

On this 23rd day of December, 1999, before me, a Notary Public in and for said County and State, came the above named HAROLD A. KANN and PATRICIA M. KANN, husband and wife, who in due form of law acknowledged the foregoing Reservations, Restrictions, Covenants and Conditions concerning Warrior Oaks to be their act and deed, and desired the same to be recorded as such.

Witness my hand and official seal the day and year aforesaid.



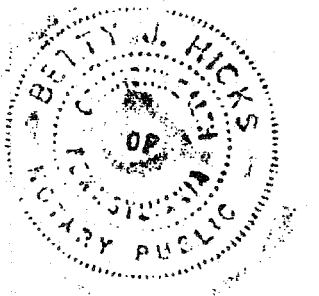
Betty J. Hicks  
Notary Public  
My Commission Expires:



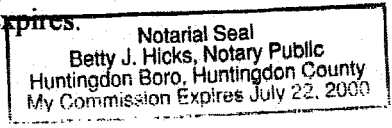
COMMONWEALTH OF PENNSYLVANIA :  
 :  
 : SS.  
COUNTY OF HUNTINGDON :  
 :

On this 21st day of December, 1999, before me, a Notary Public in and for said County and State, came the above named DONALD L. HICKS and ANN L. HICKS, husband and wife, who in due form of law acknowledged the foregoing Reservations, Restrictions, Covenants and Conditions concerning Warrior Oaks to be their act and deed, and desired the same to be recorded as such.

Witness my hand and official seal the day and year aforesaid.



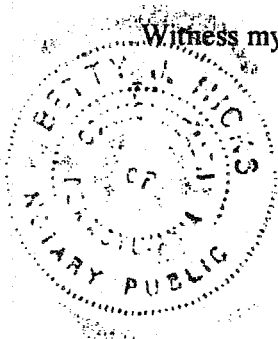
Betty J. Hicks  
Notary Public  
My Commission Expires:



BK 524PG0353

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF HUNTINGDON :

On this 22nd day of December, 1999, before me, a Notary Public in and for said County and State, came the above named JACK A. REIHART and PATRICIA P. REIHART, husband and wife, who in due form of law acknowledged the foregoing Reservations, Restrictions, Covenants and Conditions concerning Warrior Oaks to be their act and deed, and desired the same to be recorded as such.



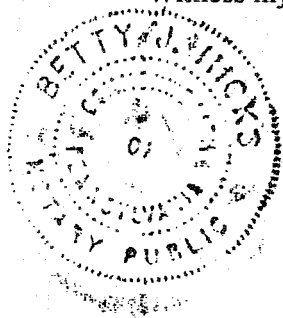
Witness my hand and official seal the day and year aforesaid.

Betty J. Hicks  
Notary Public  
My Commission Expires:

Notarial Seal  
Betty J. Hicks, Notary Public  
Huntingdon Boro, Huntingdon County  
My Commission Expires July 22, 2000

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF HUNTINGDON :

On this 20th day of December, 1999, before me, a Notary Public in and for said County and State, came the above named ROBERT E. BAKER, an individual, who in due form of law acknowledged the foregoing Reservations, Restrictions, Covenants and Conditions concerning Warrior Oaks to be his act and deed, and desired the same to be recorded as such.



Witness my hand and official seal the day and year aforesaid.

Betty J. Hicks  
Notary Public  
My Commission Expires:

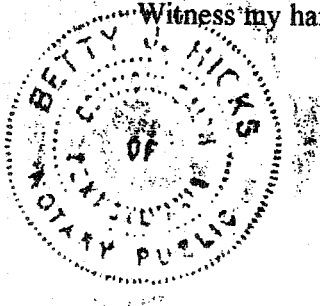
Notarial Seal  
Betty J. Hicks, Notary Public  
Huntingdon Boro, Huntingdon County  
My Commission Expires July 22, 2000

BK 524PG0354

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF HUNTINGDON :

On this 29th day of December, 1999, before me, a Notary Public in and for said County and State, came the above named BARBARA A. STRYKER, an individual, who in due form of law acknowledged the foregoing Reservations, Restrictions, Covenants and Conditions concerning Warrior Oaks to be her act and deed, and desired the same to be recorded as such.

Witness my hand and official seal the day and year aforesaid.



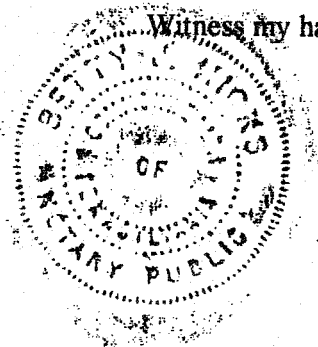
Betty J. Hicks  
Notary Public  
My Commission Expires:

Notarial Seal  
Betty J. Hicks, Notary Public  
Huntingdon Boro, Huntingdon County  
My Commission Expires July 22, 2000

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF HUNTINGDON :

On this 30th day of December, 1999, before me, a Notary Public in and for said County and State, came the above named DARYL E. MOBERG and PATRICIA R. MOBERG, husband and wife, who in due form of law acknowledged the foregoing Reservations, Restrictions, Covenants and Conditions concerning Warrior Oaks to be their act and deed, and desired the same to be recorded as such.

Witness my hand and official seal the day and year aforesaid.



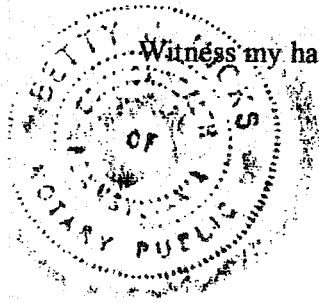
Betty J. Hicks  
Notary Public  
My Commission Expires:

Notarial Seal  
Betty J. Hicks, Notary Public  
Huntingdon Boro, Huntingdon County  
My Commission Expires July 22, 2000

BK 524PG0355

COMMONWEALTH OF PENNSYLVANIA :  
 :  
 : SS.  
COUNTY OF HUNTINGDON :  
 :

On this 28th day of December, 1999, before me, a Notary Public in and for said County and State, came the above named DAVID P. GIPPLE, an individual, who in due form of law acknowledged the foregoing Reservations, Restrictions, Covenants and Conditions concerning Warrior Oaks to be his act and deed, and desired the same to be recorded as such.



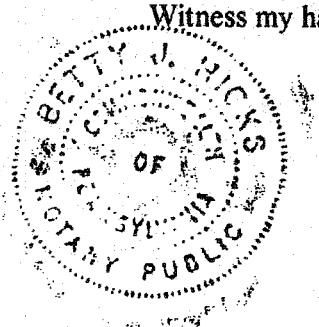
Witness my hand and official seal the day and year aforesaid.

Betty J. Hicks  
Notary Public  
My Commission Expires:

Notarial Seal  
Betty J. Hicks, Notary Public  
Huntingdon Boro, Huntingdon County  
My Commission Expires July 22, 2000

COMMONWEALTH OF PENNSYLVANIA :  
 :  
 : SS.  
COUNTY OF HUNTINGDON :  
 :

On this 22nd day of December, 1999, before me, a Notary Public in and for said County and State, came the above named CAROLYN FAE REIHART, an individual, who in due form of law acknowledged the foregoing Reservations, Restrictions, Covenants and Conditions concerning Warrior Oaks to be her act and deed, and desired the same to be recorded as such.



Witness my hand and official seal the day and year aforesaid.

Betty J. Hicks  
Notary Public  
My Commission Expires:

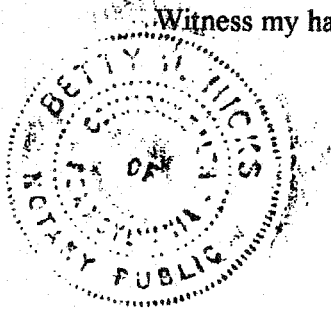
Notarial Seal  
Betty J. Hicks, Notary Public  
Huntingdon Boro, Huntingdon County  
My Commission Expires July 22, 2000

BK 526PG0356

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF HUNTINGDON :

On this 23rd day of December, 1999, before me, a Notary Public in and for said County and State, came the above named RAY F. MILLER, JR. and CATHERINE C. MILLER, husband and wife, who in due form of law acknowledged the foregoing Reservations, Restrictions, Covenants and Conditions concerning Warrior Oaks to be their act and deed, and desired the same to be recorded as such.

Witness my hand and official seal the day and year aforesaid.



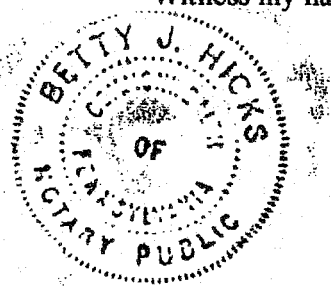
Betty J. Hicks  
Notary Public  
My Commission Expires:

Notarial Seal  
Betty J. Hicks, Notary Public  
Huntingdon Boro, Huntingdon County  
My Commission Expires July 22, 2000

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF HUNTINGDON :

On this 23rd day of December, 1999, before me, a Notary Public in and for said County and State, came the above named PETER D. ROTHSTEIN and LAURA J. SIEMS, husband and wife, who in due form of law acknowledged the foregoing Reservations, Restrictions, Covenants and Conditions concerning Warrior Oaks to be their act and deed, and desired the same to be recorded as such.

Witness my hand and official seal the day and year aforesaid.



Betty J. Hicks  
Notary Public  
My Commission Expires:

Notarial Seal  
Betty J. Hicks, Notary Public  
Huntingdon Boro, Huntingdon County  
My Commission Expires July 22, 2000

COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF HUNTINGDON

On this 23rd day of December, 1999, before me, a Notary Public in and for said County and State, came the above named DAVID J. MILLER and REGINA M. MILLER, husband and wife, who in due form of law acknowledged the foregoing Reservations, Restrictions, Covenants and Conditions concerning Warrior Oaks to be their act and deed, and desired the same to be recorded as such.

Witness my hand and official seal the day and year aforesaid.



*Betty J. Hicks*  
Notary Public

My Commission Expires:

Notarial Seal  
Betty J. Hicks, Notary Public  
Huntingdon Boro, Huntingdon County  
My Commission Expires July 22, 2000

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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

ENTERED  
HUNTINGDON COUNTY  
PENNSYLVANIA  
*E. Craft*  
JAN 6 3 53 PM '00  
44.50  
JANET E. HANKS  
RECORDER OF DEEDS

Recorded January 6 2000  
Janet E. Hanks, Recorder of Deeds