AMENDED
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
HEMLOCK RIDGE ESTATES SECTION ONE

By this Declaration, C. M. Rohrabaugh, an adult individual residing at 602 Hilltop Drive, New Cumberland, Cumberland County, Pennsylvania, hereby declares and imposes the following covenants and restrictions upon each and all of the lots shown on a subdivision plan of Hemlock Ridge Estates Section One, recorded in the Office of the Recorder of Deeds of Huntingdon County, Pennsylvania in Plan Book 2, Page 125, but does not impose the same on any land whatsoever other than said lots, hereby revoking the previous Restrictions for the Hemlock Ridge Estates Section One Subdivision recorded in Miscellaneous Book Volume 99, at Page 84, so that the within Restrictions are the only restrictions on said subdivision.

Each lot, including any structures and improvements thereon, shall be subject to the following covenants and restrictions:

1. No structure shall be constructed, altered, placed or permitted to remain on any lot other than one single-family dwelling for use as a private residence. A detached barn or outbuilding and/or a detached or attached garage are specifically permitted.

2. All permitted structures, shall be set back from the front property line at least forty (40) feet, and from each other property line at least twenty-five (25) feet.

3. No mobile homes, campers, or tents shall be placed, used, or permitted to remain upon any lot in excess of nine (9) continuous months. Any mobile home or camper shall remain mobile at all times.

4. No unsightly vehicle, vehicle not in operating condition or vehicle parts or equipment shall be parked or left on any lot other than inside a closed garage or other building.

5. No animals, livestock, or poultry of any kind shall be bred, raised, boarded, or kept on any lot except one (1) horse per three (3) acres of land and except that dogs, cats, or other household pets may be kept provided they are not bred, raised, boarded or maintained for commercial purposes.

6. Declarant reserved unto himself, his heirs, executors, administrators and assigns, the right, but not the duty, to widen all roads and other streets within the rights-of-way thereof, to erect and maintain telephone and electric light poles, conduits, and equipment, power, gas and water lines, to grant easements or rights-of-way therefor, with the right of ingress and egress, and for the purpose of construction, erection, or maintenance, on, over or under a strip of land thirty (30) feet wide at any point along any road, right-of-way line, or side or rear line of any lot.

7. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

8. No lot may be subdivided.

9. Any road maintenance or repairs shall be accomplished at the direction of Declarant and at the expense of the property owners and Declarant as follows: Each property owner shall pay to Declarant his pro rata share of the costs of such maintenance or repairs, to a maximum of one hundred ($100.00) dollars in any one year, through the year 1985, with the maximum increasing in the amount of ten ($10.00) dollars per year thereafter. Costs in excess of such amount shall be borne by Declarant. Declarant shall have no liability to any person for any reason arising from the disrepair of, repair work on, or the results of repair work on, any such roads or streets.

10. Invalidation of any of these restrictions or covenants, or any portion of any such restriction or covenant, by decree or judgment of any court of competent jurisdiction shall in no manner affect any of the other covenants or restrictions, or portions thereof, all of which shall remain in full force and effect.

11. The foregoing covenants and restrictions shall be construed to create an exclusively residential district of single-family dwellings, free from manufacturing, business or commercial use.

12. These covenants and restrictions shall run with the land, shall benefit and bind the owners of lots, their heirs, executors, administrators and assigns, and shall be incorporated in all deeds for any lot by reference to this Declaration and the place of recording thereof.

13. Declarant expressly reserves the right to place additional or different covenants or restrictions on any other lots owned by him in Hemlock Ridge Estates, without regard to the nature or extent of these covenants and restrictions placed upon Hemlock Ridge Estates Section One.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Protective Covenants and Restrictions this 2 day of September 1981.

WITNESS:

Irmingard L. G. Ahmed

C. M. Rohrabaugh

C. M. Rohrabaugh

IRMINGARD L. G. AHMED, Notary Public
Harrisburg, Dauphin Co., Pa.
My Commission Expires July 12, 1982

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JOINDER

TO

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

HEMLOCK RIDGE ESTATES SECTION ONE

The undersigned, ROBERT E. SNYDER and MARY C. SNYDER, being owners of Lot #9 of the Hemlock Ridge Estates Subdivision, Section One, do hereby join to the Amended Declaration of Protective Covenants and Restrictions of C. M. Rohrabaugh, the developer this 25th day of September, 1981.

Robert E. Snyder
Robert E. Snyder

Mary C. Snyder
Mary C. Snyder

COMMONWEALTH OF PENNSYLVANIA
: SS
COUNTY OF FRANKLIN

ON THIS, the 25th day of September, 1981, before me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared ROBERT E. SNYDER and MARY C. SNYDER, who, in due form of law, acknowledged the foregoing Joinder to be their act and deed for the purposes therein contained.

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

Martha C. Hill

MARTHA C. HILL, Notary Public
My Commission Expires: 2/16/84
I maintain my office in Borough of Chambersburg, Franklin County, Pa.

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COMMONWEALTH OF PENNSYLVANIA
: SS
COUNTY OF Dauphin

BEFORE me, the undersigned officer, a Notary Public in and for said Commonwealth and County, personally appeared C.M. ROHRABAUGH, who, in due form of law, acknowledged the foregoing Amended Declaration to be his act and deed for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 2nd day of Sept., 1981.

Irmingard L. G. Ahmed

IRMINGARD L. G. AHMED, Notary Public
Harrisburg, Dauphin Co., Pa.
My Commission Expires July 12, 1982

RECORDED Oct. 5, 1981 JOHN P. MILLS, RECORDER