

ENTERED
HUNTINGDON COUNTY
PENNSYLVANIA

Robert B. Stewart, III
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JANET E. HANKS
RECORDER OF DEEDS

DECLARATION OF PROTECTIVE COVENANTS

Bunn's Point Subdivision

Bunn's Mountain Property Owners

**DEVELOPMENT: Bunn's Point, Todd Township
Huntingdon County, Pennsylvania**

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

1. Declarant herein is Bunn's Mountain Property Owners, a committee of lot owners within this subdivision to which the rights and responsibilities created by Bunn's Mountain Associates, Inc.'s previous Declaration of Protective Covenants have been delegated due to the sale of 22 lots within said subdivision. See Misc. Book 103, Page 197. These protective Covenants are intended to be successors to the Protective Covenants for Bunn's Point as such Protective Covenants are recorded in Huntingdon County Miscellaneous Book 103 at page 197 and for Ridgeview in Todd Township, Huntingdon County recorded in Miscellaneous Book 99 at page 36, both such sets of Protective Covenants being recorded in the Office of the Recorder of Deeds of Huntingdon County, PA.

2. Bunn's Mountain Property Owners, hereinafter referred to as Declarant, may assess each lot owner a sum not to exceed Seventy-five and 00/100 (\$75.00) Dollars per year, per lot, for the use, upkeep and maintenance of the road known as Todd Passage, lying within the Bunn's Point Subdivision. 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 Seventy-five and 00/100 (\$75.00) Dollars assessment shall become the obligation of the new owner or owners.

3. 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 (2 1/2) stories high. A detached outbuilding, and/or a detached or attached garage, not exceeding the total square footage of the dwelling, is permitted.

4. 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 any building on any lot shall encroach upon another lot.

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5. The Declarant, 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 Property Owners, its successors or assigns.
6. No structure or vehicle of 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 Owners, having been obtained by the user thereof.
7. Notwithstanding the provisions of Paragraph 6, no mobile home or trailer designed for permanent residential use shall be affixed to any lot at any time.
8. No lot shall be used for any commercial purpose or purposes.
9. No lot in the subdivision shall be re-subdivided.
10. All sewerage disposal systems must be constructed in accordance with the requirements and standards of the local sewerage enforcement officer.
11. No portion of any new septage or septic system shall be placed within forty (40) feet of any property line.
12. No part of any lot in this subdivision or lands from which this subdivision was created may be sold or used as a road or as a right of way to any property outside of this subdivision.
13. At present, access to the lots in this subdivision is controlled by means of a gate, to which all lot owners have either a key or a remote control which opens said case. The lot owners committee have established policies and procedures concerning gate access and shall, in the future, develop such additional procedures as shall be in the best interest of all lot owners' future sales of lots out of this subdivision shall be subject to such procedures as shall exist either now or in the future.
14. 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. The use of all terrain vehicles (ATVs) shall be restricted to the owner's lot. Subdivision roads are not authorized for ATV use.
15. 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.

16. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other wastes 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.
17. No trucks, buses, old cars or unsightly vehicles of any type or description or unlicensed or unregistered vehicles of any type may be left, stored or abandoned on said lots.
18. A minimum of fifteen (15) inch diameter culverts must be used in all driveways leading from main subdivision roads where such culverts are necessary.
19. There shall be no easement or any means of access granted or allowed across any lot, road or any portion thereof existing within this subdivision to any other property lying outside or adjacent to any lots or road existing within this subdivision without the written permission of Declarant herein.
20. 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.
21. Nothing herein is to be construed so as to prevent the Declarant from placing further covenants or easements on any lot in said subdivision.
22. 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.
23. 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.

IN WITNESS WHEREOF, Bunn's Mountain Property Owners has caused this instrument to be duly executed by its President and attested to by its Secretary as its Declaration of Protective Covenants in respect to the Bunn's Point Subdivision of Bunn's Mountain Property Owners, situate in Todd Township, Huntingdon County, Commonwealth of Pennsylvania, this 26th day of April, 2004.

BUNN'S MOUNTAIN PROPERTY OWNERS

Orlando J. Munoz
Orlando Munoz, Secretary

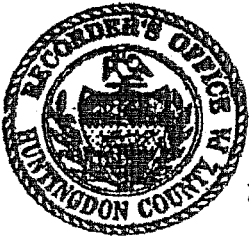
By: Brenda Flaim
Brenda Flaim, President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF HUNTINGDON :

ON THIS, the 26th day of April, 2004, before me, the undersigned officer, personally appeared BRENDA FLAIM, who acknowledged herself to be the President of Bunn's Mountain Property Owners, and that she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Bunn's Mountain Property Owners by herself as President.

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

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office of HUNTINGDON COUNTY, PENNSYLVANIA.



Janet E. Harke
Janet E. Harke
Recorder of Deeds

Kay Coons
My Commission expires:

KAY COONS
PROTHONOTARY
HUNTINGDON COUNTY, PENNSYLVANIA
MY COMMISSION EXPIRES JANUARY 2, 2006

