

RECORDED
01/12/2024 09:50:21 AM
Kelsey Dunn
Register and Recorder
Clerk of Orphans' Court
Huntingdon County, PA
Instrument: 2024-000119

Tax Parcel No. 49-11-02.21

THIS DEED,

Made the 8th day of JANUARY, the year of our Lord Two Thousand Twenty-Four (2024).

BETWEEN

SCOTT M. REIFSNYDER, unmarried, of 1366 Elm Road, Elizabethtown, Pennsylvania 17022, and **RONDA L. HOY**, unmarried, of 1200 Zion Drive, Unit B6, Myrtle Beach, South Carolina 29588,

Grantors,

AND

JOHN J.E. HOSTETLER and BARBARA M. HOSTETLER, husband and wife, of 165 Treaster Havice Valley Crossroad, Milroy, Pennsylvania 17063,

Grantees.

WITNESSETH, that in consideration of the sum of **FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS** in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees, their heirs and assigns

ALL that certain lot of ground situate in the Township of Todd, Huntingdon County, Pennsylvania, more particularly described as follows:

BEGINNING at a point in the centerline of a fifty (50) foot wide private roadway leading to Township Road 368, at corner common with Lot No. 18 of the Dun-Rovin Subdivision, thence North 19 degrees 07 minutes 22 seconds East a distance of 225.00 feet to a point at corner common with Lot No. 25; thence along line common with Lots 25, 24, and 23, South 70 degrees 52 minutes 38 seconds East a distance of 745.00 feet to an iron pin at corner common with Lots 23, 12, and 13; thence along line common with Lot 13 South 17 degrees 54 minutes 57 seconds West 248.13 feet to an iron pin at corner common with Lots No. 13 and 18; thence along line common with Lot No. 18 the following courses and distances: North 65 degrees 29 minutes 23 seconds West 245.79 feet to an iron pin; thence North 70 degrees 52 minutes 38 seconds West 240.00 feet to an iron pin; thence North 70 degrees 52 minutes 38 seconds West 265.00 feet to a point, being the place of beginning.

CONTAINING 3.923 acres and being Lot No. 14 of the Dun-Rovin Subdivision, Phase II (Lots 12 through 34). See Plan Book 7, Page 142.

UNDER AND SUBJECT to easements, restrictions, and conditions as stated and/or depicted on the recorded plan of survey.

ALSO GRANTING to the Grantees, their heirs and assigns, for use in common with the Grantors, their heirs and assigns, a 50-foot wide right of way from Township Road 368 to the land conveyed herein and a 50-foot wide right of way along the Northern boundary of the land herein conveyed, as depicted on the above-referenced plan for the Dun-Rovin Subdivision.

BEING the same premises which became vested in Scott M. Reifsnyder and Ronda L. Hoy, by deed of Beecher W. Stapleton and Orlena M. Stapleton, his wife, dated March 29, 2000, and recorded on March 29, 2000 in the Office of the Recorder of Deeds of Huntingdon County in Deed Book 530, Page 661.

UNDER AND SUBJECT to the following Protective Covenants and Restrictions, which shall run with the land:

1. The lot conveyed herein shall be used for residential use exclusively.
2. The lot conveyed herein shall not be subdivided.
3. The owners of the lot herein shall pay a fee, due and payable on or before January 31 of each year, to the road association described below, for maintenance of the private roadway which runs from the public highway and serves the lots in the Dun-Rovin Subdivision. A road association shall be formed among the owners of the lots in the Dun-Rovin Subdivision (Lots 1 through 33, but not 34) which shall be responsible for the maintenance of the roadways throughout the subdivision and collection of contributions from lot owners, the amount of which shall be determined by the association from time to time and shall be equal to all lot owners. Nonpayment of maintenance fees by February 28 of the year in which the same are due shall constitute a default in payment and shall thereafter constitute a lien against the lot(s) owned by a defaulting owner. The representatives of the road association may sue any lot owner in default for the amounts owed, plus costs of suit, interest at the legal rate from the date of default and attorney's fees. Any judgement obtained may be entered as a lien against the subject lot, and the road association shall have the right to execute upon the judgement and levy against the property to collect the amount owed. The Grantees herein, by acceptance of this deed, hereby agree to and accept the terms of this covenant for themselves, their heirs, and assigns.
4. No unsightly vehicle, nor any vehicle not in operating condition, nor any vehicle parts, tires, ore equipment shall be parked or left on any lot other than inside a closed garage or other building.

5. This lot shall not be used or maintained as a dumping ground. Trash, garbage and other waste shall be kept, except in sanitary containers awaiting regular disposal by a trash collection service. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage or trash containers shall be located in the front or side lawn area, or in an area where the same will be visible from the front property line, for a period in excess of twenty-four (24) hours. No wash pole, lines, or clothing shall be exposed in any front or side yard area.

6. No sewage, garbage, ashes, cinders, straw, shavings, metal, glass, rags, tar, plastic, solvent, paint residue, grease, lime or other chemical shall be discharged into or permitted to enter any stream, creek, watercourse or spring on or near any lot, nor shall any stream, creek, watercourse or spring be diverted, dammed or blocked.

7. No animals, livestock, or poultry of any kind shall be bred, raised, boarded, or kept on this lot, except that dogs, cats, or other household pets may be kept, provided they are not bred, raised, or boarded for commercial purposes. All animals must be kept under control and prevented from running beyond the property lines at all times.

8. The Grantees hereby agree that they will consult the Todd Township Sewage Enforcement Officer before installing any on-site sewage facilities.

9. The Grantees hereby agree to place any Well in such manner as to protect isolation distances for septic sites on all adjoining properties, in order not to make any site and/or lot unsuitable for building.

10. Any residence constructed shall contain at least 600 square feet on the main floor. This shall not include basement, garage, porch, or carport. All exterior construction must be completed and closed in within eight (8) months of the commencement of construction. No part of this lot may be sold or used as a road or as a right of way to any property outside of the subdivision.

11. The placement of a trailer or mobile home is prohibited, except that one mobile home may be permitted on the lot as long as the interior living area of the mobile home is at least 650 square feet and the mobile home is permanently placed and skirted within six (6) months of placement.

12. No building of a temporary nature shall be erected on this lot, except those customarily erected in connection with building operations. A camping trailer shall be permitted for a period of time not exceed six (6) months, provided the lot contains approved septic and well prior to placement.

13. If in the future any governmental unit, agency or authority requires the installation of improvements or public utilities systems upon this lot, the Grantees by the acceptance of this deed, do hereby agree to pay their proportionate share of the cost and expense of the construction, maintenance and operation thereof, as the same costs are to be determined by the appropriate authorities.

14. If the Grantees, or any of their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any of the persons owning property situated in Phase II of the Dun-Rovin Subdivision to commence any proceeding at law or in equity against the persons violating or attempting to violate any covenant, with the right to recover damages, plus the cost of correcting or eliminating any violation.

15. Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

16. Minimum setbacks for buildings shall be 40 feet from any road right of way and 25 feet from any property line.

17. The Grantees, on behalf of their heirs and assigns, by acceptance of this deed, agree with the Grantors, their heirs and assigns, that these restrictions and conditions shall be covenants running with the land and that in any deed of conveyance or agreement for the sale of this lot (or any interest in or part thereof) these restrictions and conditions shall be incorporated into the deed or agreement directly or by reference as fully as the same are contained herein.

TOGETHER with all and singular the buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and of every part and parcel thereof; AND ALSO all the estate, right, title, interest, use, possession, property, claim and demand whatsoever of the Grantors both in law and in equity, of, in and to the premises herein described and every part and parcel thereof with the appurtenances. TO HAVE AND TO HOLD all and singular the premises herein described together with the hereditaments and appurtenances unto the Grantees and to Grantees' proper use and benefit forever.

AND, except as may be herein set forth, the Grantor does and will forever specially warrant and defend the lands and premises, hereditaments and appurtenances hereby conveyed, against the Grantors and all other persons lawfully claiming the same or to claim the same.

IN all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

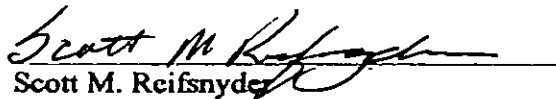
WHEREVER in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

And the said Grantors **WILL WARRANT SPECIALLY** the property hereby conveyed.

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

WITNESS:



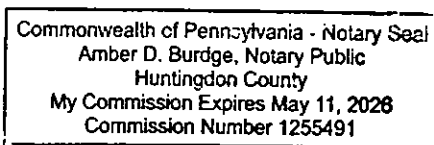
 (SEAL)
Scott M. Reifsnyder

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF HUNTINGDON

: ss.

This record was acknowledged before me on January 12, 2024 by SCOTT M. REIFSNYDER.




Notary Public

Larry/Deeds/Reifsnyder, Scott & Ronda Hoy - Deed

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

WITNESS:

Jennifer Lee Jenkins

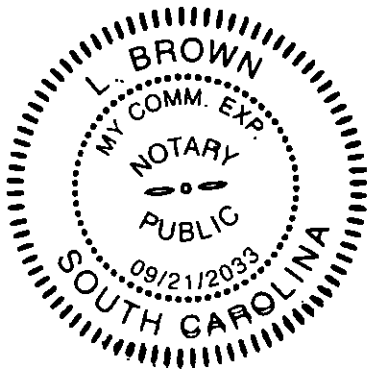
Ronda L. Hoy (SEAL)
Ronda L. Hoy

STATE OF SOUTH CAROLINA

COUNTY OF Horry

: ss.

This record was acknowledged before me on January 8th, 2024 by RONDA L. HOY.



L. Brown
Notary Public

CERTIFICATE OF RESIDENCE

I hereby certify that the precise residence of the GRANTEES herein is:

165 Treaster Havice Valley Crossroad, Milroy, PA 17063

Laurie L. Gent
Attorney for Grantees



Huntingdon County

KELSEY DUNN

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

2024-000119

Instrument Number: 2024-000119

Record Date: 1/12/2024

Instrument Type: DEED

Record Time: 09:50:21

Indexed Party: REIFSNYDER SCOTT M

Receipt No.: 96529

Receipt Distribution

Fee/Tax Description	Payment Amount
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Book#: 2024

Page#: 0119

DEED	13.00
DEED - WRIT	.50
DEED - RTT STATE	500.00
TUSSEY MOUNTAIN	250.00
TODD TOWNSHIP	250.00
JCS/ATJ/CJEA FEE	40.25
UNIV. PARCEL ID FEE	20.00
CO RECORDS IMP FND	2.00
RECORDERS FUND	3.00
EXTRA PAGES	4.00

Paid By Remarks: SSS / L NEWTON

Univ. Parcel ID: 49-11-02.21

Check# 6495	\$82.75
Check# 6496	\$500.00
Check# 6497	\$500.00

Total Received..... \$1,082.75



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

Kelsey Dunn

Kelsey Dunn
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.