

**DECLARATION OF COVENANTS
AND RESTRICTIONS**

RAMBLIN' HILLS, a Pennsylvania limited partnership, on this 7th day of JUNE, 2007, hereby declares and sets forth the following covenants and restrictions which apply to the Ramblin' Hills Phase II Subdivision and all lots contained therein, which Subdivision Plan has been filed with the Recorder of Deeds of Somerset County, Pennsylvania, at Plan Book Volume 18, Page 82-82A, which is further described in a Deed dated July 1, 1999, from Larry G. Lee, et al. to Ramblin' Hills, a Pennsylvania Limited Partnership, and a Deed dated July 7, 1999, from Rodney J. Machley, Successor Trustee, to Ramblin' Hills.

Ramblin' Hills (hereinafter referred to as "the Developer"), on behalf of itself, its successors, and assigns, including any successor Home Owners Association, hereby declares that the following restrictions and covenants shall apply to any lots sold from the above described Ramblin' Hills Phase II Subdivision and that the provisions contained herein shall run with and bind the land and shall inure to the benefit of and be enforceable by any owner of land included in the Subdivision or by the Developer, its respective legal representatives, successors, and assigns. The following terms, restrictions, covenants, and remedies are hereby declared:

ARTICLE I: DEFINITIONS

1. "Developer" shall mean and refer to Ramblin' Hills, a Pennsylvania general partnership, having its principal place of business in Windber, Somerset County, Pennsylvania, or its successors or assigns.
2. "Owner" shall mean and refer to an owner of record to any lot located within Ramblin' Hills.
3. "Lot" shall mean those undeveloped platted lots in the Ramblin' Hills Subdivision.

ARTICLE II: RESTRICTIONS

1. Only one (1) detached, single-family residential dwelling, as that term is defined in the zoning ordinances of Windber Borough/Paint Township, may be erected on any lot.
2. No structure of any kind of what is commonly known as a "trailer" "factory built", "double-wide", or "modular" shall be constructed on erected. Manufactured homes, with written consent of the Developer, on a solid foundation, will be permitted.
3. Building Size: No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residential dwelling containing not less than fifteen hundred (1,500) square feet of livable enclosed floor area (exclusive of open or screened porches, terraces, garages, and patios).
4. Exterior Surfaces: All exterior surfaces of the building shall be faced with brick, stone, drive-it or siding (no concrete block shown) and shall be started at or below final grade level.
5. Accessory Structure: No garage accessory structure or storage building shall be erected or installed in the front yard of the lot.
6. Underground Utility Lines: All electric, telephone, television cable, gas or other utility lines must be installed underground.
7. Setbacks: 10 foot side yard, 25 foot front and back yard.
8. Improvements: Improvements, including lawns, must be completed within one (1) year of commencement of construction. Commencement shall be defined as excavation for foundations.
9. Outdoor Equipment: All garbage and trash containers, bottled gas tanks, swimming pool equipment and other such outdoor equipment must be underground or placed in a walled-in or sight-screened or fenced area so that they shall not be readily visible from any adjacent streets or properties, or adequate landscaping shall be installed around these facilities and maintained by the Owner.

