

1222

COVENANTS AND RESTRICTIONS IN
WOLF RUN CAMPS No. 2
SNOW SHOE TOWNSHIP, PA

WHEREAS, Wolf Run Development L.P., the owner of a certain tract of land is Snow Shoe Township, Centre County, Pennsylvania, intends to create and record an approved subdivision known as Wolf Run Camps No. 2 and does hereby adopt the following covenants and restrictions:

COVENANTS AND USE RESTRICTIONS:

The following restrictions and covenants shall apply to lots 1-17 after conveyance as shown in the recorded plat plan and shall run with the land and shall be binding on all parties having or acquiring any interest in the land after Wolf Run Development L.P.

1. **USE:** All lots are intended for seasonal, recreational, and hunting use. No commercial use is permitted, except for the rental of the lot owner's facilities for the equivalent seasonal, recreational, or hunting use with the exception of lot 17, on which Wolf Run Development L.P. or assigns reserves the right to mine in the future pursuant to compliance with state, county and local regulations prior to and mining activities thereon. As per county regulation this is a "seasonal-use only" subdivision intended to be used not more that 180 days per year and shall not be the owners primary residence.
2. **STRUCTURES:** Structures shall be permitted on each lot, but limited to: cabin, lodge, or cottage; one private garage or storage shed, and one privy. Approval for additional structures must be in writing from the Property Owner's Association for the subdivision. Building permits, are the responsibility of the lot owner. All structures erected on any lot shall have a quality exterior finish. Tar paper or tarred shingles are not allowed as exterior siding. Any cabin, lodge, or cottage constructed shall have a minimum of 500 square feet of interior floor area. All structures erected on any lot shall be promptly and expeditiously completed, as to their exteriors, within 12 months after construction is commenced.
3. **TRAILERS AND TENTS:** Trailers and tents are permitted, but limited to camping and travel trailers and tents only. These are recognized for temporary recreational use and shall not be kept on any lot for such use for a continuous period in excess of 180 days, or in excess of 180 days in any calendar year, or shall not be considered as the owners primary residence.
4. **FURTHER SUBDIVISION:** No further subdivision of these lots is permitted

except lots 9, 11 and 17. These lots may be further subdivided in the future. Wolf Run Development L.P. specifically reserves the right to use the roads within the subdivision to access any future lots created from lots 9, 11, 17 and any adjoining parcels acquired in the future. Any such additional lots shall be subject to the Property Owners Association as provided by number 9 herein.

5. **SETBACKS AND SIDEYARDS:** Any building erected on any lot shall be setback not less than one hundred (100) feet from road center line/property line and not less than fifty (50) feet from any other exterior lot line. Owners of contiguous lots may not build on a common internal boundary and must observe the Townships minimum setbacks. Developer in special cases where topography presents an obstacle to meeting said setbacks.
6. **EXTERIOR APPEARANCE:** Each lot and all improvements thereon shall be maintained by the owner so as to present a neat and attractive appearance at all times. No unregistered motor vehicles, vehicles which do not have a current inspection, junk, or debris shall be stored on the premises. Should any improvements on the premises be damaged by casualty, or become unsightly through wear and tear, the same shall be promptly razed, or restored to a neat exterior appearance. No activity shall be permitted on any lot which may be or become an annoyance to other lot owners. No owner shall build or re-grade so as to interfere with the natural drainage of surface water, if any, without installing suitable drainage facilities, adequate to handle seasonal water run-off, and so designed as to discharge water from the lot in the same area and direction as would have naturally occurred before such improvements.
7. **SIGNS:** Signs are permitted but limited to one, indicating the name of the owner or camp. Its size shall not be more than three (3) square feet in area.
8. **WATER AND SANITARY FACILITIES:** All sanitary facilities and private water supplies shall conform to all applicable Federal and State laws and local ordinances. Design, construction, and maintenance of water and sanitary construction, and maintenance of water and sanitary facilities shall be the responsibility of the lot owner.
9. **PROPERTY OWNER'S ASSOCIATION:** Each lot owner shall be a member of the Wolf Run Camps Property Owner's Association for the subdivision and shall be governed by its by-laws.
10. **ROADS:** Each lot is subject to any right-of-way as shown on the recorded plat plan of the subdivision. Each lot owner is granted the right to use any and all roads and right-of-ways that are under the control of the Property Owner's Association and shown upon the recorded plat plan. The Property

Owner's Association shall be responsible for all private road maintenance. The private roads will not be maintained by Snow Shoe Township unless such roads are dedicated to public use and accepted for public use by the Snow Shoe Township Supervisors.

- 11. **TERMS:** The covenants and restrictions as set forth herein shall run with and bind the land, for a term of twenty (20) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years absent action to the contrary by the Property Owner's Association. The Property Owner's Association shall have the right to amend the covenants and restrictions in the manner provided for in the bylaws of the Property Owner's Association.
- 12. **INVALID PROVISIONS:** Each and every provision contained herein shall be considered to be independent and separate, and, in the event that any one of more shall for any reason be held to be invalid and unenforceable, all the remainder thereof shall remain in full force and effect.

In witness whereof, Wolf Run Development L.P. has caused these presents to be executed this 27th day of January, 1998.

Wolf Run Development L.P.

John A. Tobias
Attest

Michael Talapa
Michael Talapa

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this 27th day of January 1998, before me, the undersigned notary public, personally appeared Michael Talapa who acknowledged himself to be the Managing Partner of Wolf Run Development, L.P., has executed the foregoing instrument for the purpose a contained therein by signing the name of the Partnership by himself as Vice President.

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

Carla S. Rickert



BK0974PG0810

COMMONWEALTH OF PENNSYLVANIA)
) SS.
COUNTY OF CENTRE)

RECORDED in the Office of Recording of Deeds, etc., in and for said County, in
Recording Book No. 974, Page 807 January 27, 1998
Leigh M. Peters
Recorder of Deeds

ENTERED FOR RECORD
98 JAN 27 PM 3:38
HAZEL M. PETERS
RECORDER OF DEEDS
CENTRE COUNTY