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**COVENANTS AND RESTRICTIONS IN
BEAUTY RUN WEST SUBDIVISION**

BURNSIDE AND SNOW SHOE TOWNSHIP, PA

CENTRE COUNTY RECORDER OF DEEDS

WHEREAS, Centre Clearfield Land Group, the owner of a certain tract of land in Burnside and Snow Shoe Townships, Centre County, Pennsylvania, intends to create and record an approved subdivision known as Beauty Run West. This is a replot of lot 27 of the Beauty Run East Subdivision, and does hereby adopt the following covenants and restrictions:

COVENANTS AND USE RESTRICTIONS:

All of the following covenants and restrictions shall apply to lots 27R through 39, 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 Centre Clearfield Land Group.

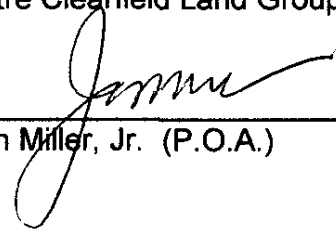
1. **USE:** All lots are intended for seasonal, recreational, and hunting use. No commercial use is permitted, except for the rental of the lot owner's facilities for the equivalent seasonal, recreational, or hunting use. As per county regulation this is a "seasonal-use only" subdivision intended to 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 owners. 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 lots is permitted.

5. **SETBACKS AND SIDEYARDS:** Any building erected on any lot shall be setback not less that one hundred (100) feet from road center line/property line and not less that 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. This restriction may be waived by 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 that 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 Beauty Run West Property Owner's Association created for the subdivision and shall be governed by its bylaws.
10. **ROADS:** Each lot is subject to any right-of-way as shown on the recorded plot 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 Burnside or Snow Shoe Townships unless such roads are dedicated to public use and accepted for public use by the Burnside or Snow Shoe Township Supervisors.

- 11. **PEDESTRIAN ACCESS EASEMENT:** These Easements exist within several lots to PA STATE FOTEST provided by a 10 foot wide pedestrian easement on property lines between lots 32 and 33 to stream and along existing path crossing lots 33 and 34 terminating at STATE FOREST and along Southerly line of lot 36 from cul-de-sac of Musselman Road Extension to PA STATE GAME LANDS. A 10 foot pedestrian easement on property line between lots 27R and 28 provides access to a existing 20 foot easement along Beauty Run Stream recorded in RECORD BOOK 1328 PAGE900. All as shown on sheet 2 of Beauty Run West Subdivision Map.
- 12. **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. Note: Any change to the covenants and restriction that would impact Items No. 1. (page 1) and No.11. must first receive the required approval from the Centre County Planning Commission.
- 13. **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, Centre Clearfield Land Group has caused these presents to be executed this _____ day of _____, 2004.

Centre Clearfield Land Group



John Miller, Jr. (P.O.A.)

Attest

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF CENTRE)

On this 12 day of July 2004, before me, the undersigned notary public personally appeared John Miller, Jr. who acknowledged himself to be the P.O.A. of Centre Clearfield Land Group and as such, being authorized by the corporation to do so, executed the within instrument for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Dorothy J. Davidson, Notary Public
Bellefonte Boro, Centre County
My Commission Expires Aug. 26, 2006
Member, Pennsylvania Association of Notaries

Dorothy J. Davidson

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. _____, Page _____

Recorder of Deeds