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**DECLARATION OF  
COVENANTS AND RESTRICTIONS IN  
SNOW SHOE WILDLIFE PRESERVE,  
SECTION IV, LOTS 3B AND 3C  
SNOW SHOE TOWNSHIP, PA**

**WHEREAS**, Patten Corporation Mid-Atlantic, the owner of a certain tract of land in Snow Shoe Township, Centre County, Pennsylvania, intends to create and record an approved subdivision known as the "Snow Shoe Wildlife Preserve, Replot of Section IV, lot 3," does hereby adopt the following covenants and restrictions:

**COVENANTS AND USE RESTRICTIONS:**

The following restrictions and covenants shall apply to lots 3B and 3C conveyed in Section IV of 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 Patten Corporation Mid-Atlantic.

1. **USE:** All lots are intended for residential, seasonal, recreational, and hunting use. No commercial use is permitted except for the rental of the lot owner's facilities for single family residential, seasonal, recreational, or hunting use.
2. **STRUCTURES:** Structures shall be permitted on each lot, but limited to: one house, cabin, lodge, or cottage; one private garage or storage shed; and one privy. Approval for additional structures must be in writing from the property owners' association for the subdivision. Building permits, if needed, 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 house, 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.

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 than 35 feet from any public or private road or road right-of-way and not less than 20 feet from any other exterior lot line; provided, however, that while two or more adjacent lots are owned by the same party, this restriction shall apply only to the exterior lot lines of the entire group of adjacent lots held by the same owner.

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 improvement.

7. **SIGNS:** Signs are permitted but limited to one indicating the name of the owner or camp and its size shall not be more than 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 facilities shall be the responsibility of the lot owner.

9. **PROPERTY OWNER'S ASSOCIATION:** Each lot owner shall be a member of the Snow Shoe Wildlife Preserve Property Owners' Association for the subdivision and shall be govern 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 owners' association and shown upon the recorded plat plan. The right-of-way into Section 4, Lot #1, is for pedestrian access only except

for vehicles used to service the area or to provide safety and fire protection. The property owners' association shall be responsible for all private road maintenance except for the private lane to service Lots 3B and 3C. 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. **COMMON AREAS:** The Common Areas, so noted on the recorded subdivision plan, are for the use and enjoyment of the members of Snow Shoe Wildlife Preserve Property Owners Association, and are to be controlled, maintained, and managed by that Association. However, in Section 4, Lot # 1, motor vehicles of any type are not permitted except for those needed to maintain the area, enhance the forest and wildlife programs approved by the Property Owners Association, or to provide safety and fire protection.

12. **TERM:** 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 Owners Association. The Property Owners Association shall have the right to amend these covenants and restrictions in the manner provided for in the bylaws of the Property Owners Association.

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.

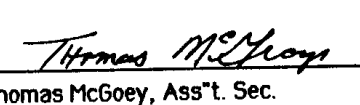
In witness whereof, Patten Corporation Mid-Atlantic has caused these presents to be executed this 11th day of March, 1988.

PATTEN CORPORATION MID-ATLANTIC

Attest:



By:



Thomas McGoey, Ass't. Sec.

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF CENTRE )

On this 11th day of March, 1988, before me, the undersigned notary public, personally appeared Thomas McGeoy, who acknowledged himself to be the Assistant Secretary of Patten Corporation Mid-Atlantic, a Delaware Corporation, and that as such Assistant Secretary has executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by himself as Assistant Secretary.

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

*Ginger Diane Butterworth*

My Commission Expires:

GINGER DIANE BUTTERWORTH, Notary Public  
Bellefonte, Centre County, Pa.  
My Commission Expires November 5, 1990

ENTERED IN RECORD  
88 MAR 11 AM 10 25  
RECORDER OF DEEDS

Recorded in the office for the recording  
of Deeds, etc in and for Centre County  
in *Mr. Ench...* at page *140*  
*11th day of March, A. D. 19 88*  
Witness my hand and seal of office

*Magd. M. Patten* Recorder