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Gulf

**COVENANTS AND RESTRICTIONS IN
MOSHANNON FOREST II SUBDIVISION
(a portion of Parcel 4)
Gulf USA Corporation
SNOW SHOE TOWNSHIP, PA**

001681

WHEREAS, Gulf USA Corporation, 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 Moshannon Forest II and does hereby adopt the following covenants and restrictions:

COVENANTS AND USE RESTRICTIONS:

The following restrictions and covenants shall apply to each lot conveyed 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 Gulf USA Corporation.

1. **USE:** All lots are intended for seasonal, recreational, and hunting use as well as attendant uses for timbering and mining as allowed with the zoning regulations of Snow Shoe Township and if at all applicable regulations of the state, county, and township are met. No other commercial use is permitted except for the rental of the lot owner's facilities for 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/or be used as the occupant(s)' "principle" or "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, if needed, are the responsibility of the lot owner. All structures erected on any lot shall have a quality exterior finish. Tar paper, tarred shingles, plywood, particle board or similar materials 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. Lots over 100 acres in size may have up to two cabin sites if all applicable regulations of the State, County and Township are met.

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 in lieu of a permanent dwelling structure, 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 these lots is permitted except that lots on future portions of Gulf lands may have revised covenants. Lot additions, changes between lot lines, and similar reconfigurations shall be permitted without any need for approval by the Property Owner's Association; subject to compliance with all applicable Township, County, and State Laws and Ordinances. Other exceptions are as follows:
 - A. Lot # 67 maybe subdivided into no more than four (4) parcels without approval of the Property Owners Association.

 - B. That area shown as "Proposed Moshannon Forest III" will be further subdivided by Gulf USA at a later date and that subdivision will require no approval by the Property Owners Association. Both of these subdivisions, if they occur, will be subject to compliance with all applicable Township, County and State laws and ordinances.

5. **SETBACKS AND SIDEYARDS:** Any building erected on any lot shall be setback not less that one hundred fifty (150) feet from road center line/property line and not less that one hundred (100) feet from any other exterior lot line. This restriction may be waived by Developer in special cases where topography presents an obstacle to meeting said setbacks; however, in no case shall the building setbacks be less than the minimum Snow Shoe Township Zoning Ordinance standards.

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 nine (9) square feet in area. Real Estate For Sale signs of temporary nature shall meet same size requirements and may be in additions to the sign noted above.
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 Moshannon Forest 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. Note that Bob's Lane has restricted use to pedestrian, all terrain vehicles, horses, and four (4) wheel drive vehicles only.
11. **PEDESTRIAN ACCESS EASEMENT:** These Easements exist for several lots to allow access to Black Moshannon Creek by a 20 foot wide pedestrian access easement on the property lines or along Black Moshannon. The entire length of Black Moshannon Creek shall be subject to a Pedestrian Easement extending 20' from the bank of said stream into these lots. Within this area no structures are permitted and public access within this easement shall be allowed for hiking and fishing. Public hunting shall not be allowed on the easement without permission of the Lot Owner. Gulf reserves the right to transfer control of this easement to a public entity such as a conservancy group or the PA Fish and Boat Commission.
12. **SOURCES OF WATER:** Where intermittent or permanent streams lie within fifty (50) feet of any lot line, adjoining lot owners shall be allowed to access said sources to hand carry water for their use.
13. **NOISE:** Attempts shall be made by all lot owners and guests to minimize excessive noise which would impact on other parties enjoyment of their

properties. All motorbikes, ATVs, and snowmobiles must be properly maintained or their use will be terminated. The Property Owners' Association has the right to suspend the use of said vehicles on any lot, and fine the lot owner involved.

- 14. **TERMS:** The covenants and restrictions as set forth herein shall run with and bind the land. The Property Owner's Association shall have the right to amend the covenants and restrictions in the manner provided for in the bylaws of Property Owner's Association.
- 15. **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, Gulf USA Corporation has caused these presents to be executed this 22 day of February, 1999.

Gulf USA Corporation

Kathleen McBride
Attest ASST. SECY.

Jay Miller
Jay Miller, Esq., Chairman of the Board

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this 22nd day of February 1999, before me, the undersigned notary public, personally appeared Jay Miller, Esq. who acknowledged himself to be the Chairman of the Board of Gulf USA Corporation, has executed the foregoing instrument for the purpose a contained therein.

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

Notarial Seal
Sharon L. Hall, Notary Public
Snow Shoe Twp., Centre County
My Commission Expires June 29, 2002

Sharon L. Hall

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. 1102, Page 874. July 23, 1999

Hazel M. Peters
Recorder of Deeds

ENTERED FOR RECORD
HAZEL M. PETERS
RECORDER OF DEEDS
CENTRE COUNTY

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