



R 01998-0910 Oct 26, 2007

HUNTER RIDGE
HUNTER RIDGE

10-26-2007
09:38:17

RES 3 pgs

Joseph D. Warden
RECORDER OF DEEDS

**COVENANTS AND RESTRICTIONS IN
HUNTER RIDGE SUBDIVISION
SNOW SHOE/ BURNSIDE TOWNSHIP, PA**

WHEREAS, Mountaintop Resources Inc., the owner of a certain tract of land in Snow Shoe/ Burnside Townships, Centre County, Pennsylvania, intends to create and record an approved subdivision known as Hunter Ridge. This is a replot of lot 7R of the Gulf U.S.A. Subdivision, lots (6-10) Land Disposition and does hereby adopt the following covenants and restrictions:

COVENANTS AND USE RESTRICTIONS:

All of the following covenants and restrictions shall apply to Lots 1 through 13 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 Mountaintop Resources Inc.

1. **USE:** All lots are intended for seasonal, recreational, and hunting use, only. 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 owner's 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. 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. **Mobile Homes:** Single wide mobile homes are not permitted on any lot. Double wide mobile homes that are a minimum of twenty-four feet wide by thirty-two feet long (24' x 32') shall be permitted as principal structures as long as they are placed upon permanent frost free footings and follow all provisions in paragraph 2.
4. **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 owner's primary residence.

5. **FURTHER SUBDIVISION:** No further subdivision of lots is permitted.
6. **SETBACKS AND SIDEYARDS:** Any building erected on any lot shall 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. This restriction may be waived by Developer however, all minimum building setbacks, per townships Zoning Ordinance, must be observed.
7. **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.
8. **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.
9. **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.
10. **PROPERTY OWNER'S ASSOCIATION:** Each lot owner shall be a member of the Hunter Ridge Property Owner's Association created for the subdivision and shall be governed by its bylaws.
11. **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 the control of the Property Owners Association and shown upon plat plan. The Property Owners Association shall be responsible for all private road maintenance.

Burnside and Snow Shoe Township will neither own or maintain any of the private roads unless such roads are dedicated to public use via a deed of dedication and accepted for public use by the applicable Township Supervisors.

- 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 unless an instrument as hereinafter provided has been recorded for the purpose of changing said covenants and restrictions in whole or in part. The covenants and restrictions may be amended during the first twenty (20) year period by an instrument signed by not less than ninety-five percent (95%) of the lot owners, and thereafter, by an instrument signed by not less than seventy-five (75%) of the lot owners. Further, if a change to the land use is proposed, it must first receive the required approvals at the local, county and state level.

- 11. **Enforcement:** Enforcement shall be by Proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages. These Covenant and Restrictions may be enforced by any party intended to be benefited by these Covenant and Restrictions.

- 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, Mountaintop Resources Inc. has caused these presents to be executed this 19th day of October, 2007

Mountaintop Resources Inc.

Attest

Michael Talapa, PRESIDENT
 .Michael Talapa, President

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF LACKAWANNA)

On this 19th day of OCT - 2007, before me, the undersigned notary public, personally appeared Michael Talapa who acknowledged himself to be the President of Mountaintop Resources Inc. 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.

Naida Meniam

