



*Peter Weidenboerner*  
RECORDER OF DEEDS  
Elk County, Pennsylvania

Elk County  
240 Main Street  
P.O. Box 314  
Ridgway, PA 15853  
Phone: (814) 776-5347



0304485-00101

RECORDING COVER PAGE

Page 1 of 7

Document Type: Deed  
Document Date: 11/06/2017 08:45:40 AM  
Document Number: 2017-003248

Transaction #: 383029  
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RETURN TO:  
BLUE SKY  
362 N PARK STREET  
SYKESVILLE, PA 15865

SUBMITTED BY:  
BLUE SKY  
362 N PARK STREET  
SYKESVILLE, PA 15865

DOCUMENT REFERENCE NAME:

CONSIDERATION/SECURED AMT: \$18,995.00  
FEES / TAXES:

Recording Fee: Deed	\$67.00
State RTT	\$189.95
Benezette Township RTT	\$94.97
St Marys Area RTT	\$94.98
Parcel Id Fee	\$20.00

Total: \$466.90

Document Number: 2017-003248  
Recorded Date: 11/06/2017

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Elk County, Pennsylvania



*P. W. Weidenboerner*  
P. W. Weidenboerner  
Recorder of Deeds

**DO NOT DETACH**

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.  
\*COVER PAGE MAY NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT  
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SPECIAL WARRANTY DEED

# This Deed,

**MADE** the 1<sup>st</sup> day of November in the year two thousand and seventeen;

**BLUE SKY PA LP**, a Pennsylvania Limited Partnership, doing business at 362 North Park Street, Sykesville Borough, Jefferson County, Pennsylvania, hereinafter referred to as **GRANTOR**;

**AND**

**STEVEN W. SCHENCK**, an individual, of 278 Fox Crossing Road, Mount Pleasant Mills, PA 17853, hereinafter referred to as **GRANTEE**;

**WITNESSETH**, that in consideration of eighteen thousand nine hundred ninety five dollars (\$18,995.00) hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee,

ALL that certain piece or parcel of surface only, situated in Benezette Township, Elk County, Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** on the centerline of a 60 foot wide cul-de-sac, known as Hap's Drive; said place of beginning being the most southern point on the parcel herein described; thence North 42° 31' 52" West, along the northern boundary line of Benezette Subdivision Lot # 79, now or formerly owned by Keith G. Dougherty Sr. and Deborah L. Dougherty, a distance of 59.49 feet to a ¾" iron pin set; thence North 43° 03' 15" West, along the northern boundary line of Benezette Subdivision Lot # 79 now or formerly owned by Keith G. Dougherty Sr. and Deborah L. Dougherty, a distance of 273.70 feet to a ¾" iron pin set, thence North 55° 31' 58" East, along the southeastern boundary line of Benezette Subdivision Lot # 124, currently owned by Blue Sky PA LP, a distance of 186.68 feet to a ¾" iron pin set; thence North 34° 52' 17" East, along the southeastern boundary of Benezette Subdivision Lot # 123, currently owned by Blue Sky PA LP, a distance of 65.21 feet to a ¾" iron pin set; thence North 86° 51' 00" East, along the southern boundary line of Benezette Subdivision Lot # 123, currently owned by Blue Sky PA LP, a distance of 35.86 feet to a ¾" iron pin set; thence due South along the western boundary line of Benezette Subdivision Lot # 39C, a distance of 79.03 feet to a ¾" iron pin set; thence due East, along the southern boundary line of Benezette Subdivision Lot # 39C, currently owned by Blue Sky PA LP, a distance of 25 feet to a ¾" iron pin set; thence due South along the western boundary line of Benezette Subdivision Lot # 39, now or formerly owned by Steven D. Gregor and Tina R. Gregor, a distance 110.00 feet to a ¾" iron pin set to point; thence due West along the northern boundary line of a 50' wide road, known as Hawk Drive, a distance of 10.00 feet to a point, said point being the centerline of a 20 foot wide right of way; thence due South along the centerline of a 20' wide right-of-way running North and South only, a distance of 158.53 feet to the right-of-way of the aforementioned cul-de-sac, known as Hap's Drive; thence South 14° 34' 56" West through the aforementioned cul-de-sac, known as Hap's Drive, a distance of 59.29 feet to a point on the centerline of a 60 foot wide cul-de-sac, known as Hap's Drive, the said place of beginning. CONTAINING APPROXIMATELY 1.150 ACRES AND BEING KNOWN AS LOT # 80 OF PATRICK H. MOWREY ET AL "RECONSTRUCTIVE PLANNING FOR BENEZETTE SUBDIVISION." Said Subdivision Map is dated July 17, 2002 and was recorded in Elk County Map File # 19 of 2005 on March 31, 2005.

Said premises are identified as a portion of Elk County Assessment Map # 01-21012-6644.

**GRANTOR ALSO GRANTS AND CONVEYS TO THE GRANTEE** herein, his heirs, successors, and assigns a right-of-way for ingress, egress, and regress, over, through and upon all Drives, Lanes and a 25 foot wide walking right-of-way located between Benezette Subdivision Lots # 104 and Lot # 105 shown on the Harry L. Mowrey et al Benezette Subdivisions, Patrick H. Mowrey et al Benezette Subdivisions, Blue Sky Benezette Subdivisions, Blue Sky PA LP Benezette Subdivisions, and Blue Sky PA LP Reconstructive Planning for Benezette Subdivisions.

**BEING** a portion of the same premises conveyed to Grantor herein by deed of Patrick H. Mowrey et al dated September 4, 2012 and recorded in Elk County Document Number 2012-003513 on September 10, 2012.

ALSO BEING a portion of the same premises conveyed by deed of Harry L. Mowrey and Florence E. Mowrey, an undivided 1/6 interest to the Patrick H. Mowrey Family Trust and an undivided 1/6 interest to the Kim E. Mowrey Family Trust dated April 23, 1989 and recorded in Elk County Record Book 262, Page 357 on April 25, 1989, identified as parcel # 3.

ALSO BEING a portion of the same premises conveyed from E. M. Mechling et al to Harry L. Mowrey et al, by deed of E.M. Mechling et al dated October 3, 1985 and recorded in Elk County Deed Book Volume 245, Page 803 on October 7, 1985.

EXCEPTING AND RESERVING all of the OIL AND GAS, COAL AND OTHER MINERALS which were previously excepted and reserved by Patrick H. Mowrey et al in deed to Blue Sky PA LP dated September 4, 2012 and recorded in Elk County Document Number 2012-003513 on September 10, 2012 and which were subsequently conveyed to Gold Luster LP by deed of Patrick H. Mowrey et al dated September 4, 2012 and recorded on September 10, 2012, in Elk County Document Number 2012-003514.

ALSO RESERVING TO GRANTOR HEREIN, its agents, partners, lessees, successors and assigns a right-of-way for ingress, egress, and regress, over, through and upon all Drives and Lanes shown on the Harry L. Mowrey et al Benezette Subdivisions, Patrick H. Mowrey et al Benezette Subdivisions, Blue Sky Benezette Subdivisions, Blue Sky PA LP Benezette Subdivisions, and Blue Sky PA LP Reconstructive Planning for Benezette Subdivisions.

ALSO EXCEPTING AND RESERVING TO GRANTOR HEREIN, its agents, partners, lessees, successors and assigns, the right to install, erect, maintain, operate, and replace telephone and electric light lines, poles, conduits, and related equipment and water, gas, sewer lines, and any other future utilities, and the right to grant easements or rights of way therefore, over, on and under a strip of land fifty (50) feet wide along all roadway property lines and the rights of way (and additional width if necessary in utility installation), in addition to easements reserved by any other instruments duly recorded. Where the centerline of roadways or rights of way serve as the property line of a lot, then the fifty (50) foot wide easement herein otherwise reserved, shall exclude any portion of the lot included in the roadways or rights of way, and extend instead, across the remainder of the lot bounding on said roadways, or rights of way. The Grantee herein, his agents, partners, successors, heirs and assigns are responsible for the cost of maintaining said fifty (50) foot wide easement.

ALSO EXCEPTING AND RESERVING all restrictions, reservations and easements which were made heretofore of record.

The conveyance herein is made subject to PROTECTIVE COVENANTS dated March 30, 2005 which are recorded in Elk County Miscellaneous Book 523, Page 128 on March 31, 2005.

**THE CONVEYANCE HEREIN IS MADE ALSO MADE SUBJECT TO THE FOLLOWING RESTRICTIONS:**

NO MORE THAN ONE SINGLE FAMILY RESIDENCE, MOBILE HOME, DOUBLE-WIDE MOBILE HOME, CAMPING TRAILER, PARK MODEL OR RECREATIONAL VEHICLE IS PERMITTED ON EACH LOT.

REQUIRED MINIMUM BUILDING SETBACKS are 55 foot setback from the center line of the road right of way to the front building line; 10 foot setback from the side property line; and 20 foot setback from the rear property line.

Grantee, his heirs, successors and assigns must complete all exterior construction within 12 months of the commencement of construction. The start day of construction is defined as date of sewage permit.

Modular homes, single-wide mobile homes, double-wide mobile homes, park models, camping trailers, or recreational vehicles placed or built on Grantee's lot must be no more than 10 years old from the manufacture date at the time of installation on the Property.

Single-wide or double-wide mobile homes must be neatly skirted with materials manufactured for that purpose and attractively maintained.

Per Uniform Construction Code, concrete piers must be positioned in ground prior to single-wide or double-wide mobile home placement on lot.

The Grantee, his successors, heirs and assigns shall maintain, repair and restore, as necessary, the exterior of any building or other improvements, including but not limited to siding, roofing and skirting maintenance, that is erected on any of Grantee's lot.

Accessory buildings may be constructed before construction of the residence for storage of temporary camping and lawn maintenance equipment. Said accessory buildings shall not be used for temporary sleeping and camping quarters.

No building of a temporary nature shall be erected or placed on any lot except a trailer or recreational vehicle may be used while a home is under construction but must be removed upon occupancy of the dwelling or after (12) months from start of construction, whichever occurs first. The start day of construction is defined as date of sewage permit.

**THE CONVEYANCE HEREIN IS MADE ALSO MADE SUBJECT TO THE FOLLOWING RESTRICTIONS:**

Grantee, his heirs, successors and assigns shall not interfere with the drainage of surface water from such lot to the detriment of any other lots. Consequently, in the construction of driveways into any lots, a minimum of fifteen (15) inch or equivalent diameter culvert pipe shall be used in construction of the driveway in order to facilitate drainage. Said fifteen (15) inch diameter or equivalent driveway culvert pipe Grantee, his heirs, successors and assigns must be covered with a minimum of fifteen (15) inches of cover, or unless otherwise approved in writing by the Committee.

Grantee, his heirs and assigns are responsible for his/ their own individual EROSION & SEDIMENTATION and STORM WATER MANAGEMENT control plan on each of his/ their lots which must be approved by the Elk County Soil Conservation Office.

Firearms, air rifles, fireworks, or explosives are not permitted to be used on any lot. Target shooting by gun or archery is not permitted on property at any time.

Hunting and trapping are prohibited at all times on any lot.

Grantee, his heirs, successors and assigns must not disturb, move, or remove any iron survey pins or white wooden corner stakes, including on Grantee's lot.

Grantee, his heirs, successors and assigns shall not deliberately or negligently destroy, deface, damage or impair any roads, drives, cul-de-sacs, signs, or property located within the Blue Sky PA LP Benetzette Subdivision.

Grantee and his guests are permitted to access the State Game Lands by traversing Grantor's designated 25 foot access road which is located between Lot # 104 and Lot # 105.

Any junk vehicles of any nature, including, but not limited to cars, trucks, snowmobiles, old tires, batteries, car parts, etc. shall not be permitted on any lot at any time.

Grantee is permitted to drive engine powered all-terrain vehicles and off-road vehicles such as four-wheelers, snowmobiles; mopeds and golf carts hereafter referenced as "all-terrain and off-road vehicles." The operation of dirt bikes, dune buggies and go-carts within the subdivision is prohibited.

If Grantee, his family members or guests wish to operate an all-terrain or off-road vehicle on designated roads in Blue Sky PA LP's Benetzette Subdivision as defined and restricted by this policy, the all-terrain or off-road vehicle operator:

- 1) Grantee, his heirs, successors and assigns must first register any all-terrain or off-road vehicles with Grantor, its designated code enforcement officer or Committee prior to operating any said vehicles in Blue Sky PA LP's Benetzette Subdivision.
- 2) Grantee, his heirs, successors and assigns must present evidence of current liability insurance to Grantor, its designated code enforcement officer or to the Committee prior to operating any said vehicles. Operator must maintain said liability insurance in effect during the course of the registration period.
- 3) Grantee, his heirs, successors and assigns must sign a liability waiver with Grantor, its designated code enforcement officer or with the Committee, acknowledging the assumption of risk as the Operator and or operator of the all-terrain and off-road vehicles.
- 4) Grantee, his heirs, successors and assigns must meet the requirements of the Pennsylvania Vehicle Code and the said vehicles Grantee, his heirs, successors and assigns must meet the safety and licensing requirements of the state or commonwealth to which it is registered as applicable.

5) Grantee, his heirs, successors and assigns must operate said all-terrain and off-road vehicles at a maximum speed that does not exceed twenty (20) miles per hour.

6) Grantee, his heirs, successors and assigns must operate said all-terrain and off-road vehicles during the period of dusk to dawn only.

7) Grantee, his heirs, successors and assigns may only drive said all-terrain and off-road vehicles on Grantee's individual lot(s) and on designated roads, drives and lanes in Blue Sky PA LP's Benezette Subdivision.

Motor vehicles, recreational vehicles or camping trailers which do not have a valid and attached current license plate and inspection sticker or placard shall be not be permitted on any lot at any time. It is prohibited for anyone to operate a motorized vehicle to exceed the twenty (20) miles per hour speed limit on all Blue Sky PA LP's Benezette Subdivision roadways, drives, lanes and cul-de-sacs.

It is Grantee's responsibility and Grantee's heirs, successors and assigns' responsibility to inform and enforce the protective covenants, conditions, and restrictions herein with his/ their guests.

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 to recover damages.

**THE CONVEYANCE HEREIN IS MADE ALSO MADE SUBJECT TO THE FOLLOWING RESTRICTIONS:**

Alcohol is not allowed at any public place in the subdivision or during operation of any vehicle. No one under 21 is allowed to drink any type of alcoholic beverage, with or without his/ her parent's permission.

All exterior construction must be completed within 12 months of the commencement of construction. The start day of construction is defined as date of sewage permit.

The Grantor, its designated code enforcement officer, "the Committee," or to whom these Covenants, Conditions, and Restrictions apply, may proceed at law or in equity to prevent the occurrence, continuation or violation of any of these Covenants, Conditions, and Restrictions and the court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorneys' fees.

IN WITNESS WHEREOF, the said Grantor has hereunto set its seal, the day and year first above written.

BLUE SKY PA LP, a Pennsylvania limited partnership  
By: Blue Sky PA GP LLC, its general partner

ATTEST:

Patrick H. Mowrey

By: Kim E. Mowrey  
Kim E. Mowrey, President

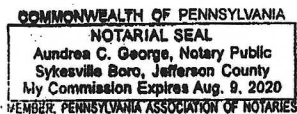
State of Pennsylvania } ss.

County of Jefferson

On this, the 1st day of November, 2017 before me, Aundrea C. George, the undersigned officer, personally appeared KIM E. MOWREY who acknowledged that she is the President of BLUE SKY PA GP LLC, the general partner of BLUE SKY PA LP and that she as such officer, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

Notary Public



Aundrea C. George  
Aundrea C. George

**CERTIFICATE OF RESIDENCE**

I hereby certify that the precise address of the Grantee herein is:

**STEVEN W. SCHENCK**  
278 Fox Crossing Road  
Mount Pleasant Mills, PA 17853

  
Agent for Grantee

**SPECIAL WARRANTY DEED**