

DECLARATION OF COVENANTS AND RESTRICTIONS
SCOOTAC RUN
BALD EAGLE TOWNSHIP, CLINTON COUNTY, PA

WHEREAS, NORTH-LANDS, Inc., is the owner of a certain tract of land in Bald Eagle Township, Clinton County, Pennsylvania on which a Subdivision known as Scootac Run will be recorded.

NOW, THEREFORE, NORTH-LANDS, Inc. does hereby adopt the following covenants and restrictions which shall apply to each parcel conveyed in Scootac Run and shall run with the land and shall be binding on all parties having or acquiring any interest in the land:

1. ACCESS. Scootac Run lies approximately three and one half (3.5) miles from State Route 120. Access from Rt. 120 is via Peacock Road which is a private, unimproved road over which a fifty (50) foot right-of-way has been deeded in favor of North-Lands, Inc., its successors and assigns as well as others. The following limitations, shall apply to Peacock Road use:

- A. It receives no scheduled maintenance.
- B. The road crosses the Tangascootack Creek via a metal bridge.
- C. Several companies and various individuals have, at times, periodically regraded or otherwise done maintenance to the road and bridge for commercial and private use.
- D. Snow plowing and cindering has also been done at various times by various parties.
- E. The Scootac Run Road Maintenance Association will have the right but not the obligation to maintain and/or plow Peacock Road and the bridge as will various other parties.

2. PERMITTED USE. Parcels are intended for seasonal, recreational, and hunting use. While there are no specific time limitations for these uses, it should be noted that the remoteness and rural nature of the property coupled with adverse road and/or weather conditions may effect the health, safety, and welfare of anyone using the parcels. Further, emergency vehicles and personnel may, from time to time, be precluded from responding to certain situations. No business or commercial use of any kind will be permitted on any of the parcels within the subdivision, except for the rental of facilities for single family seasonal, recreational, or hunting use.

3. STRUCTURES. No more than one (1) principal structure shall be permitted on each parcel. Such structures must be a minimum size of twenty feet by twenty-eight feet (20' x 28'), providing five hundred sixty (560) square feet of living space on the first floor. Living space does not include decks and porches. All such principal structures must provide a total minimum living space of eight hundred forty (840) square feet.

4. MOBILE HOMES. Single wide mobile homes are not permitted on any parcel. Double wide mobile homes being a minimum of twenty-four feet wide by thirty-two feet long (24' x 32') shall be permitted as principal structures, so long as all provisions of paragraph 5 below are met.

5. CONSTRUCTION AND MATERIALS. In addition to meeting all applicable codes, all principal structures shall:

- A. Be constructed or placed upon permanent frost free footings.
- B. Be promptly completed as to their exterior within twelve (12) months of beginning.
- C. Have quality exterior finishes of wood, vinyl, aluminum or composition siding. Tar paper, asphalt or fiberglass roofing shingles and sheet metal are not permitted as finished siding.
- D. Roofs over living space must be of a minimum 3 in 12 pitch.

6. SANITARY AND WATER FACILITIES. There are no existing municipal sewer or water systems servicing these parcels. All parcels being inhabited, regardless of duration, must be provided with sanitary facilities conforming to all applicable state laws and local ordinances. Sanitary facility requirements may be met with a privy of state-approved design for those parcels not having water under pressure in the principal structure. The design, construction, and maintenance of sanitary and water facilities shall be the responsibility of the Buyer. Said Buyer is responsible for obtaining any and all permits PRIOR to installation.

7. CAMPERS AND TRAVEL TRAILERS.

- A. Campers and travel trailers equipped with holding tank facilities that are not connected to a PA Department of Environmental Protection permitted sewage treatment system (public sewer, in-ground holding tank, absorption bed system) shall not be permitted to remain for more than thirty (30) days on a parcel that does not contain a residential structure.
- B. Campers and travel trailers not equipped with holding tank facilities and that are not connected to a PA Department of Environmental Protection permitted sewage treatment system (public sewer, in-ground holding tank, absorption bed system) shall not be permitted to remain for more than ten (10) days on a parcel that does not contain a residential structure.

8. SETBACKS AND SIDEYARDS. Any building erected on any parcel shall be set back not less than forty (40) feet from any public or private road or road right-of-way, and not less than twenty-five (25) feet from any other exterior lot line; provided, however, that while two or more adjacent parcels are owned by the same party, this restriction shall apply only to the exterior lot lines of the entire group of adjacent parcels held by the same owner. No buildings, structures, or sanitary facilities will be permitted within one hundred (100) feet of any streams, wetlands or bodies of water shown on the Scootac Run map.

9. ELECTRICITY AND UTILITY EASEMENTS. Although NORTH-LANDS, Inc. has not intended to provide electricity or other utilities to Scootac Run, all parcels are subject to easements for installation of utilities, including electricity by PP&L and/or others, as follows:

- A. Within forty (40) feet of the centerline of any roadway.
- B. Within twenty (20) feet of any side line.
- C. Within forty (40) feet of any rear line.

10. 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.

11. WATER RUNOFF. No owner shall build or regrade 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.

12. DRIVEWAYS. All driveways that cross roadway drainage swales shall be required to have a driveway culvert. Culverts shall be properly installed and adequately sized for peak seasonal runoff. A minimum diameter of twelve (12) inch or equivalent low profile squash pipe is required.

13. SIGNS. Signs are permitted but limited to one (1) indicating the name of the owner or camp, and its size shall not be more than six (6) square feet in area. "For Sale" signs may be displayed temporarily but are limited to one (1) per parcel, and must be removed immediately upon completion of the sale.

14. ROADS. Each parcel is subject to any and all rights-of-way as shown on the recorded plan of Scootac Run. In turn, the owners of all parcels are granted the right to use all roads and rights-of-way as shown on the same plan.

15. ROAD MAINTENANCE AGREEMENT. All parcels are subject to the terms and conditions of the Road Maintenance Agreement, a copy of which is attached hereto, ^{Exhibit "A"} and made a part hereof. Purchasers of all parcels shall execute the Road Maintenance Agreement, and the terms and conditions of said Agreement shall be binding to the purchasers, their heirs, successors, and assigns forever.

16. FUTURE SUBDIVISION. There shall be no future subdivision of any of the parcels.

17. TERM. The Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Covenants are recorded, after which time said Covenants shall automatically be 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 parcel owners, and thereafter, by an instrument signed by not less than seventy-five percent (75%) of the parcel owners.

18. 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 Covenants and Restrictions may be enforced by any party intended to be benefited by these Covenants and Restrictions.

19. PARTIES BENEFITED. It is the intent and purpose of these Covenants and Restrictions to establish a uniform and permanent standard for the improvement and development of parcels within Scootac Run, and that the foregoing applies to and controls the enjoyment and usage of any portion of the said subdivision. These conditions and restrictions are specifically intended to benefit the developer, North-Lands, Inc., and all parcel owners within Scootac Run.

20. INVALID PROVISIONS. Each and every provision contained herein shall be considered to be independent and separate, and, in the event that any one or more shall for any reason be held to be invalid and unenforceable, all the remainder thereof shall remain in full force and effect.

ROAD MAINTENANCE AGREEMENT
SCOOTAC RUN
BALD EAGLE TOWNSHIP, CLINTON COUNTY

1. The owners of all parcels in Scootac Run are hereinafter referred to collectively as the "Owners."

2. North-Lands, Inc., hereinafter referred to as "Developer," shall direct its legal counsel to collect Two Hundred Dollars (\$200.00) from the Owners upon the closing of each parcel. If a parcel has multiple owners, only one payment per parcel is required. This shall be considered the Owner's first year payment of the annual road maintenance dues. These monies shall be held in escrow in a non-interest bearing account by the legal counsel until such time as the Road Maintenance Association is created, at which time, all monies shall be turned over to the Association.

3. The Road Maintenance Association shall use the money for the maintenance and/or improvement of all the roads within Scootac Run as depicted on the recorded plan. All such roads shall remain private and are not intended for dedication to Bald Eagle Township. Maintenance shall be defined as that work required to keep the road as a sixteen foot (16') stabilized cartway, and in a condition similar to the specifications to which it was originally constructed and approved. Additionally, this maintenance may include plowing of snow required to provide access to any improved parcel and may also include plowing and maintenance of Peacock Road and the bridge

4. Prior to the creation of the Road Maintenance Association, the Developer shall provide for the maintenance as defined in Paragraph 3.

5. After the sale of at least 50% of the parcels, the Developer shall initiate the first meeting of the Road Maintenance Association. All Owners agree to attend meetings of the Road Maintenance Association or to vote by proxy, as necessary. At the first meeting, one Owner shall be elected to serve as the representative of all Owners in order to:

- A. Collect the maintenance fee required by Paragraph 2 hereof, and
- B. Supervise the maintenance work outlined in Paragraph 3 hereof.

The Owners may choose to elect more than one representative. Such representative or representatives (and his/her/their successors) shall be elected by the affirmative vote of a majority of the Owners. Written notice of such meetings of the Association shall be given to each Owner at least thirty (30) days in advance of the scheduled meeting date. Each representative shall have one vote, in person or by proxy, at a meeting of the representatives (provided, however, that if two or more members have or hold common or joint ownership to any parcels in Scootac Run, only one vote shall be cast for each parcel with common or joint ownership). The designation of any proxy shall be made in writing, and shall be revocable at any time by the representative so designating.

6. The maintenance fee specified in Paragraph 2 hereof may be increased or decreased by the affirmative vote of two thirds (2/3) of the Owners.

7. Any road improvements beyond the scope of maintenance as defined in Paragraph 3 shall require the approval of ninety percent (90%) of the Owners.

8. In the event of default by an Owner in paying the annual road maintenance charge, such charge shall become a lien upon the member's property. Each Owner in default shall be obligated to pay interest at the highest legal rate allowed by law on such common charges, from the due date, together with all expenses, including reasonable attorney's fees incurred in any proceedings to collect such unpaid common charges.

Buyer

Buyer

PRIVATE ROAD AGREEMENT

This Agreement, made this 25 day of July, 1996, by and between Bald Eagle Township, hereinafter referred to as the TOWNSHIP, and North-Lands, Inc., hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, the TOWNSHIP is authorized to regulate the subdivision of lands within Bald Eagle Township through the enforcement of the Bald Eagle Township Subdivision Ordinance duly adopted on the 27th of October, 1980, and,

WHEREAS, the DEVELOPER is the owner of land subject to subdivision and/or development provisions of the aforementioned Bald Eagle Township Subdivision Ordinance and which land's sole access is over and upon private or non-public roads or right-of-ways, and,

WHEREAS, the DEVELOPER has requested the TOWNSHIP to approve the subdivision and/or development of its lands in Bald Eagle Township, under the aforementioned circumstances without frontage on a public road, and,

WHEREAS, the TOWNSHIP is willing to approve the application of the DEVELOPER under the following terms and conditions:

NOW, THEREFORE, the parties, intending to be legally bound, hereby agree as follows:

1. The TOWNSHIP will approve the subdivision application of the DEVELOPER, providing it meets all requirements of the Bald Eagle Township Subdivision Ordinance with the exception of access to it by a public road, as the access thereto is over a private road, and the DEVELOPER agrees to the terms and conditions as set forth below.

2. The DEVELOPER shall include in all Agreements of Sale, Deeds, and other documents with regard to the subdivision herein, specific reference to the fact that access to the lots being conveyed is provided by a private road and that the access is not subject to municipal or county maintenance.

3. The TOWNSHIP shall NOT be responsible for any road construction, maintenance or improvement at any time in the future, excepting where such roads are improved to the municipal specifications and where dedication by the property owners and subsequent acceptance of the roads is executed by the municipality.

4. This Agreement shall be binding upon the DEVELOPER, its successors, and assigns.

IN WITNESS WHEREOF, the participants hereto have caused the Agreement to be executed as of the day and year written above.

ATTEST:

Timothy L. Holladay

BALD EAGLE TOWNSHIP

Chris B. Dwyer

ATTEST:

John Blaise

DEVELOPER/NORTH-LANDS, Inc.

By Thomas McGeoy
Thomas McGeoy