

EASEMENTS, RESTRICTIONS, CONDITIONS AND COVENANTS
RUNNING WITH THE LAND FOR THE SUBDIVISION KNOWN AS
THE MEADOWS AT WOLF RUN

THIS DECLARATION OF THE EASEMENTS, RESTRICTIONS, CONDITIONS AND COVENANTS RUNNING WITH THE LAND FOR THE LAND KNOWN AS THE MEADOWS AT WOLF RUN (This "Declaration") is made this 7th day of December, 2007 by Robert N. Tagge (the "Grantor").

In consideration of premises intended to be conveyed, the Grantor for itself, its successors and assigns, and its future grantees, their heirs, executors, administrators, successors and assigns, hereby declares and agrees that Lots Nos. 1 through 23 (a "Lot" or collectively, the "Lots") to be conveyed from the tract of the land described in the Plan of Subdivision for The Meadows at Wolf Run Meadows (the "Plan of Subdivision") recorded in the Office of the Recorder of Deeds in and for Lycoming County in Record Book 6202, Page 345 and in Map Book 60, Page 351 situate in Wolf Township, Lycoming County, Pennsylvania, being part of the premises conveyed unto the Grantor by deed recorded in Lycoming County Record Book 6206, Page 161 (the "Deed") shall be subject to the following easements, restrictions, conditions and covenants (collectively, the "Covenants"), which shall run with the land and form a part of the consideration for the purchase thereof by each grantee. The Lots shall be held, sold, transferred, conveyed, occupied and used subject to the following Covenants, which are for the purpose of protecting the value and desirability of the Lots and which shall be binding upon all parties purchasing or having any right, title or interest in any Lot of Lots, their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of each owner of any Lot of Lots (a "Lot Owner" or the "Lot Owners"). These Covenants need not be repeated on the individual deeds for the Lots, but all deeds of conveyance for each Lot shall be under and subject hereto, these Covenants being incorporated as a part thereof, as fully as if they were set forth therein, and each grantee, by accepting a conveyance of a Lot, shall be deemed to agree to be bound hereby.

1. **Term** : The Covenants shall run with the land and be binding on all Lot Owners and every other person having any right, title or interest in any Lot or Lots and shall be enforceable by the Grantor and any Lot Owner, their respective representatives, heirs, successors and assigns, for a period of twenty (20) years from the date this Declaration is recorded, after which time the Covenants shall be automatically extended for successive periods of ten (10) years, unless within ninety (90) days prior to the end of the initial fifty (50) year period or any subsequent ten (10) year period, an instrument changing or terminating these Covenants or establishing new ones has been executed by at least seventy-five percent (75%) of the then Lot Owners and recorded in the public records of Lycoming County, Pennsylvania, which instruments shall be binding upon all Lot Owners and all other persons having any right, title or interest in any Lot or Lots.

2. **Uses** : Except as hereinafter expressly set forth in this Paragraph 2, the Lots shall be used solely for residential purposes, and no trade or business may be conducted in or from any Lot and no building or other structure erected on any Lot shall be constructed for or used or occupied as a commercial establishment, manufacturing establishment, apartment house or for any purpose other than as a private, single-family residence. A Lot Owner may conduct private business matters inside a residence of a type which would normally be carried on inside a residence not involving customers or clients on a daily basis, which is not detectable by sight, sound or smell from outside the residence except for parking incidental thereto, and which conforms to all applicable zoning requirements. The forgoing provisions shall not apply to any activity conducted by the Grantor with respect to its development and sale of the Lots or its use of any Lots which it owns.

3. **Buildings and Square Foot Minimums** : Not more than one single-family Residence and one other single-story detached building for storage purposes, not to exceed 12' X 12' X 12', but only if such other building is in keeping and consistent with the style and design of the residence , may be erected on a Lot. No other buildings or structures whatsoever (including, without limitation, portable garages or carports) may be erected, located or placed on a Lot. All residences or other structures on the Lots shall be located only within the setback lines specified in this Declaration, on the Plan of Subdivision or as otherwise required by Wolf Township, whichever is more stringent, provided that the Grantor shall be empowered to grant variance s with respect to such setback lines which are not otherwise in violation of any local governing ordinances. Each two-story dwelling, exclusive of porches, patios, attics and garages, shall be not less than two thousand (2,000) square feet of finished area above grade; and each one-story dwelling, exclusive of porches, patios, attics and garages, shall be not less than one thousand six hundred (1,600) square feet of finished area above grade . All dwellings shall be designed with a minimum of a one (1) car garage and a maximum of a three (3) car garage. No dwelling shall have less than a 6/12 main roof pitch. No oversized overhead garage doors will be permitted; garage overhead doors shall be a maximum of 9'0" in height.

4. **Mobile Homes**: No mobile home or house trailer or double-wide home shall be constructed, located or otherwise placed on any Lot at any time. Modular construction,

meaning a wood frame home built off site attached to a permanent foundation is allowed, subject to the restrictions and conditions herein including but not limited to roof pitch, square footage minimums and Grantor approval.

5. **Temporary Residences:** No dwelling or storage structure may be occupied until construction is substantially complete and until a certificate of occupancy has been issued by Wolf Township. No temporary building or structures erected on a Lot shall be used as residence at any time, temporarily or permanently, nor shall any residence of temporary nature be erected.

6. **Animals:** No animals of any kind, other than a reasonable number of usual and common house pets, shall be kept or maintained on any part of any Lot. Household pets may be maintained on the premises if they are housed within the dwelling. No dog houses, detached structures, outbuildings or fenced areas shall be erected on a Lot for the purpose of caring for or maintaining house pets. No house pets of any kind shall be kept, bred or maintained for commercial purposes. No house pets shall be permitted to roam free; and when house pets are outside, they shall be supervised and the Lot Owner shall clean up after them. House pets shall be controlled when outside and shall not make unreasonable noise.

7. **Litter:** No rubbish, ashes or debris of any kind shall be dumped or allowed to accumulate on any Lot. All garbage and rubbish shall be regularly removed from each Lot and shall be stored in containers which at all times shall be located and screened so as to be concealed from the view of neighboring Lots, streets and property located adjacent to the Lot and shall never be stored in the front yard, except during the day of pickup.

8. **Commercial and Recreational Vehicles :** No commercial vehicles, construction or like equipment or mobile or stationary trailers of any kind shall be permitted on any Lot, (a) unless first approved in writing by the Grantor, and (b) except for construction equipment or trailers during the eighteen (18) month period permitted to complete construction under Paragraph 15 of this Declaration. All recreational vehicles, including snowmobiles, motorbikes, motorcycles, and the like, and all related recreational equipment, including pickup truck caps, boats, boat trailers, and similar equipment, shall be kept in a garage completely enclosed. No unlicensed vehicle may be stored on any Lot.

9. **Nuisances:** No portion of any Lot shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be noxious to the eye; nor shall any substance, thing or material be kept upon any portion of any Lot that will emit foul or noxious odors or that will cause any noise or other condition that will or might tend to disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding Lots. No noxious or offensive activity shall be carried on or upon any portion of any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of any Lot.

10. **Maintenance:** Each Lot, whether occupied or unoccupied, shall be maintained reasonably clean and free from debris, refuse, unsightly growth and fire hazards. Lots must be mowed at least twice a year, if they are vacant. Each Lot Owner shall prevent the development of any unclean, unhealthy, unsightly or unkept condition on the Lot Owner's Lot. The pursuit of hobbies or other activities, including without limiting the generality of the foregoing, the repair, assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions, shall not be pursued or undertaken on any part of any Lot .

11. **Burning:** There shall be no burner barrels or outside burning of any trash, rubbish, debris or other unwanted materials on any Lot. Recreational wood fires in a deck burner or camp fire pit are allowed, provided they are controlled and pose no unreasonable safety risks and create no noxious or offensive odors.

12. **Signs:** No signs other than FOR SALE signs less than six (6) square feet shall be erected on any residence or other structure or any Lot. Temporary signs of contractors or builders erected and maintained on the premises where the work is being performed are allowed, provided that the area of each such sign shall not exceed twelve (12) square feet and provided that such signs shall be removed upon completion of the work.

13. **Sign and Approval of Designs or Plans:**

A. Two (2) sets of construction plans and specifications must be submitted to the Grantor for written approval before the start of any construction. Plans and specifications must show the nature, shape, height, materials and finished grade elevation of proposed buildings and a plan showing the location of the proposed buildings and driveway on the Lot. The Grantor shall have the right to refuse to approve plans and specifications which are not suitable or desirable in its opinion. No change of approved plans shall be made until such alterations have been approved in writing by the Grantor.

B. No approval of plans and specifications shall be construed as representing or implying that such plans or specifications will, if followed, result in properly designed improvements or modifications. Such approvals shall in no event be construed as representing or guaranteeing that any improvement or modification built in accordance therewith will be built in a good and workmanlike manner. The Grantor shall not be responsible or liable for any defects in any plans or specifications submitted, reviewed or approved pursuant to the terms of this Declaration, nor any defects in construction undertaken pursuant to such plans and specifications. The Grantor's approval of any proposed plans and specifications for any work done or proposed or in connection with any other matter requiring the Grantor's approval pursuant to this Declaration shall not be deemed to constitute a waiver of the Grantor's right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or other matters whatsoever subsequently or additionally submitted for approval or consent .

C. The Grantor at any time in its sole discretion may delegate and assign

its further rights to approve plans and specifications under this Paragraph 13 by the Grantor's execution and recording in the public records of Lycoming County, Pennsylvania of an instrument designating one of more persons (who may be, but need not be, a Lot Owner or Lot Owners or a committee of Lot Owners selected in accordance with the terms of such instrument) so to act in its behalf. In the event the Grantor so delegates and assigns its rights under this Paragraph 13, all references to the Grantor in this Paragraph 13 shall mean such assignee(s).

14. **Setbacks:** No dwelling shall be located nearer to any front street than forty feet (40'), nearer to any side boundary line than ten feet (10'), and nearer to the rear property line than forty feet (40'). Garages, porches and patios attached to a dwelling shall be considered part of the dwelling for setback purposes. When a Lot Owner owns two (2) or more adjacent Lots, a residence, swimming pool or other structure may be placed on or across the inside lot line, provided all other setback rules are complied with.

15. **Construction Time:** Unless the Grantor extends the time in writing, any residence or other structure erected on any Lot shall be completed, and the lawn graded and seeded, within eighteen (18) months from the date construction is commenced, and the exterior of any such residence or other structure shall be completed within six (6) months after construction has commenced. Construction shall be deemed to have commenced for purposes of this restriction as of the date of the first excavation on the Lot.

16. **Soil Erosion Control:** The Lycoming County Soil Conservation District or any applicable successor agency must be notified ten (10) days prior to earth disturbance on a Lot. All Lot Owners must comply with individual lot erosion control plans during lot development, as determined by the Lycoming County Soil Conservation District or any applicable successor agency.

17. **Utilities:** All utility, sewer and water lines, including electrical, telephone and T V cable, except for temporary lines required for construction, shall be placed underground, inspected and approved, as required, all at the Lot Owner's sole cost and expense.

18. **Air Conditioning Units, Etc.:** No window air conditioning units may be located in any residence or structure so as to be visible from any front street abutting the Lot. Solar panels may not be visible from any primary or secondary roadway. Whenever possible, all tanks for the storage of fuel oil or propane gas shall be located either in the basement of the residence or underground. In the event that any tanks are required to be located outside and above ground, they shall at all times be located or screened so as to be concealed from view of neighboring Lots, streets and property located adjacent to the Lot and shall never be located in the front of the Lot. To the extent that any tanks are buried, they shall be constructed of fiberglass or other noncorrosive material in order to avoid leakage.

19. **Driveway and Parking:** There shall be adequate capacity, including the garage and driveway, to accommodate as many vehicles as are owned by the occupants of the residence erected on any Lot . Vehicles shall be parked only in garages or on driveways,

servicing the Lot. No heavy commercial vehicles, including, but not limited to, garbage trucks and semi-tractor trailers may be parked on any Lot. These restrictions shall not apply to commercial vehicles owned by the Grantor, or its subcontractors. All driveways and parking areas shall be paved, concrete or brick within eighteen (18) months from the date construction is commenced.

20. **Grades:** No finished grades shall be such that surface water may be directed onto any other Lot or Lots, and thereby causing undue erosion. Driveway lines and grades shall be constructed in accordance with Township, County and Commonwealth ordinances.

21. **Swimming Pools:** No aboveground swimming pools shall be erected, constructed or installed on any Lot without the Grantor's prior written consent, which consent may be withheld for any reason, or for no reason, whatsoever. If such consent is granted, such above-ground swimming pool must be located within all property setback lines and must be screened and fenced. Plans and specifications for screening and fencing shall be submitted to and approved in writing by the Grantor in accordance with Paragraph 13 of this Declaration.

22. **Fences:** No fence or wall over six feet (6') shall be erected on any Lot. No fences shall be erected or permitted to remain on any Lot closer to the front lot line than the front of the dwelling erected on that Lot.

23. **Clotheslines:** Outside clotheslines or laundry poles shall be permitted, provided they are located in the Lot's rear yard.

24. **Antennae:** No exterior antennae, aerials, satellite dishes or other apparatus for the transmission of television, radio or other signals of any kind, greater than twenty inches (20") in diameter, shall be placed, allowed or maintained upon any Lot.

25. **Post Lights:** Owners shall be required to install, prior to completion of construction, an outside post light with electric eye to provide light from dusk to dawn. All post lights must be installed approximately twenty (20') to forty (40') feet behind the curb.

26. **Further Subdivisions:** No Lot, when owned by a person other than the Grantor, shall be further subdivided or separated into smaller lots; and no portion less than all such Lot, nor any easement or other interest therein, shall be conveyed or transferred, except for corrective deeds, minor boundary line adjustments, deeds to resolve boundary line disputes and similar corrective instruments, or utility easements, and then only with the Grantor's prior written approval.

27. **Change in Boundaries:** For so long as the Grantor is the owner of any Lot or Lots, it shall have the right to change and realign the Lot's or Lots' boundaries, including the realignment of boundaries between adjacent Lots owned by the Grantor, and including the location of proposed roads and streets, provided that such change or realignment of boundaries shall be evidenced by a revision, or an addition to, the Plan of Subdivision.

This right may not affect existing boundary lines of Lots which have been sold by the Grantor, without the Lot Owner's prior written consent.

28. Access:

A. All Lot Owners, by accepting title to Lots conveyed subject to this Declaration, waive all rights of uncontrolled and unlimited access, ingress and egress to and from such Lots, and acknowledge and agree that such access, ingress and egress shall be limited to the roads and streets situated and operated within the Subdivision . No private or public rights shall accrue to any Lot Owner as to proposed and unopened streets or roads whether or not shown on any recorded or unrecorded plan, map or subdivision, until such time as they are constructed and opened for use. The Grantor hereby and herewith conveys to each Lot Owner, its invitees and assigns, a right-of-way for purpose of ingress, egress and regress across the streets and roads reserved by the Grantor in the Plan of Subdivision, at such time as the roads or streets are constructed and open for use.

B. The Grantor may record a deed of dedication in and to some or all of the streets and roads shown in the Plan of Subdivision. By accepting a deed to a Lot, the Lot Owner hereby agrees to take subject to said deed or deeds of dedication.

C. Until such time as the Supervisors of Wolf Township accept a deed of dedication and a road becomes a public road maintained by Wolf Township or another public body, each Lot Owner shall be responsible to pay for such Lot Owner's pro rata share of the cost of maintenance of that road.

D. By accepting a deed to a Lot, each Lot Owner hereby releases the Grantor, its successors and assigns, of and from all liability for maintenance of any road and any and all claims and demands arising out of the condition or maintenance of any road which the Lot Owner, his heirs, successors and assigns, can, shall or may have now or at any time in the future.

29. Easements:

A. All drainage easements and swales shall be maintained by the Lot Owner upon whose Lot the easement or swale is located, and shall be maintained to the identical dimensions and located as indicated and specified in the Plan of Subdivision .

B. Catch basins and drainage areas are for the purpose of natural flow of water only. No dwelling or other structures or obstruction or debris shall be placed or built in these areas. No one other than the Grantor may obstruct or re-channel the drainage flows after location and installation of the drainage swales, storm sewers or storm drains. The Grantor hereby reserves a perpetual easement across the Subdivision for the purpose of altering drainage and water flows as long as it does not materially and adversely affect any Lot Owner.

C. All Lots are transferred and conveyed under and subject to the easements for utility services and drainage as shown on the Plan of Subdivision, and to the perpetual storm water management and soil erosion and sediment plan narrative prepared by Vassallo Engineering & Survey, Inc and attached to the Plan of Subdivision.

D. There is hereby reserved for the benefit of the Grantor and its successors and assigns the alienable, transferable and perpetual right and easement (together with full right of ingress, egress and regress), as well as the power to grant and accept easements to and from any public authority or agency, public service district, public or private utility or other person, upon, over, under, and across any Lot not previously transferred by the Grantor, and, to the extent shown on any approved subdivision plan constituting constructive notice to the Lot Owners thereof, over all of the Lots for the purpose of installing, replacing, repairing, maintaining, and using television and/or cable systems, roads, drainage systems, street lights, signage and all utilities including, but not limited to, water, sewer, meter boxes, telephones, gas and electrical systems.

E. No structures, including walls, fences, paving or planting, shall be erected on any Lot which shall interfere with any rights-of-way or easement. Each Lot Owner shall be responsible for keeping any portion of the Lot Owner's Lot which is subject to any rights-of-way or easements clear of structures, trees and brush and clear for mowing grass.

30. Stormwater: Stormwater on each lot shall be disposed of by either Option "A" (open filtration trench) or Option "B" (subsurface filtration trench) as specified and depicted by Stormwater Detail Plan of Vassallo Engineering & Surveying, Inc. attached as Exhibit "A". Election of Option "A" or Option "B" shall be made by Lot Owner. \

31. The Grantor's Rights:

A. Notwithstanding any provision contained in this Declaration to the contrary so long as the Grantor is the owner of any Lot or Lots, it shall be expressly permissible for the Grantor to maintain and carry out upon those Lots which the Grantor then owns such facilities and activities, as in the sole opinion of the Grantor may be reasonably required, convenient or incidental to the sale of Lots or to construction on the Lots, including, but not limited to, business offices, model units and sales offices.

B. So long as the Grantor is the owner of any Lot or Lots, no person may record any other declaration of covenants, conditions and restrictions or similar instruments affecting any Lot or Lots without the Grantor's prior review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect, unless subsequently approved by recorded consent signed by the Grantor. The Grantor may withhold its consent for any reason, or for no reason, whatsoever.

C. The Grantor reserves unto itself and to any Affiliate of the Grantor to whom the Grantor expressly assigns its rights under this Paragraph 31, for so long as the Grantor or such Affiliate is the owner of any Lot, the right to amend this Declaration at any time and from time to time, including the right to modify, change or terminate any restriction or condition contained in this Declaration, as to any Lot then owned by the Grantor or the Grantor's Affiliate, which amendment shall be effective upon recording in the public records of Lycoming County . Each Lot Owner, by acceptance of a deed or other conveyance of a Lot, agrees to be bound by any such amendments to this Declaration and further agrees that, if requested to do so by the Grantor, said Lot Owner will consent to any other amendment of this Declaration or any other instruments relating to Lots (a) if such amendment is necessary to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable statute, rule or regulation or any judicial determination which shall be in conflict therewith, (b) if such amendment is necessary to enable a reputable title insurance company to issue title insurance coverage with respect to any Lot, (c) if such amendment is required by any institutional or governmental lender or purchaser of mortgage loans to enable such lender or purchaser of mortgage loans to make or purchase mortgage loans on any Lot, or (d) if any such amendment is necessary to enable any governmental agency or reputable title insurance company to insure mortgages on any Lot . All references to this Declaration herein shall mean this Declaration as so amended. As used herein, an "Affiliate" of the Grantor shall mean any person who, at the time of the assignment under this Paragraph 31, (a) is a partner of the Grantor, (b) is a corporation all or part of whose stock is owned by a partner of the Grantor, or (c) a partnership, general or limited, of which a person meeting the requirements of (a) or (b) is a general partner.

D. The Grantor reserves the right, in its sole discretion, to subject any additional property of the Grantor not included in the Plan of Subdivision which is part of the premises conveyed to the Grantor by the Deeds (the "Other Property") to any or all of the Covenants at any time by a written instrument executed by the Grantor and recorded in the public records of Lycoming County, Pennsylvania; but until such instrument is executed and recorded by the Grantor, no portion of any property now or hereafter owned by the Grantor (other than the Lots) shall be subject to this Declaration. The Grantor also reserves to itself and its successors and assigns, and successors in title to the Other Property as a benefit of and an appurtenance to such Other Property, and as a burden upon the Lots, all easements provided for in this Declaration or the Plan of Subdivision.

32. Miscellaneous:

A. Headings used herein are for convenience of reference only and shall not affect the meaning or interpretation of this Declaration.

B. As used herein, "person" means an individual, partnership, corporation, trust or other legal entity. Unless the context clearly indicates to the contrary, all words shall be deemed to be of such number and gender as the circumstances may require, and the plural shall include the singular and the singular the plural.

C. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any restrictions or covenants in this Declaration either to restrain violation or to recover damages.

D. Invalidation of any of the Covenants by court order shall in no way affect any of the other Covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned owner/developer of Wolf Run Meadows has executed this Declaration, this 7th day of December, 2007.

ATTEST:

The Meadows at Wolf Run

BY: _____
Robert N. Tagge

COMMONWEALTH OF PENNSYLVANIA

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COUNTY OF LYCOMING

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On this, the 7th day of December, 2007 before me the undersigned officer, personally appeared Robert N. Tagge, who acknowledged himself to be the owner/developer of The Meadows at Wolf Run, and that as such, he, being authorized to do so, executed the forgoing Declaration of Easements, Restrictions and Covenants Running With the Land For the Subdivision known as The Meadows at Wolf Run for the purpose therein contained by signing his name thereon as such.

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

Notary Public

MY COMMISSION EXPIRES: