

Vol. 882

DECLARATION OF RESTRICTIVE COVENANTS
Oscar Schoenagel, et ux, et al
Laurel Lane Development

WHEREAS, Oscar E. Schoenagel and Anna H. Schoenagel, his wife, Harry F. Schoenagel and Margaret C. Schoenagel, his wife, Fred C. Schoenagel, Jr. and Emiko Schoenagel, his wife, Emil W. Schoenagel and Edythe D. Schoenagel, his wife, and Mabel Schoenagel, Widow, (hereinafter referred to as "Schoenagels"), all of Greene Township, Pike County, Pennsylvania, hereby declare that certain lands situate in the Townships of Palmyra and Greene, County of Pike, and Commonwealth of Pennsylvania, shall be subject to the following restrictive and protective covenants and that Grantees who purchase said lots in said development, more particularly known as "Laurel Lane Development", from them shall have their deeds expressly made subject hereto. The lands to which these covenants pertain are those lands generally described by the above-mentioned parties in Deed Book Volume 213 at page 951 and dated the 20th day of March, 1968, as recorded in and for the County of Pike and Commonwealth of Pennsylvania and specifically only those lots shown on a certain plan of lots of Laurel Lane as recorded in and for the County of Pike and Commonwealth of Pennsylvania in Plat Book 9 at page 106, being specifically lots numbered 102, 103, 104, 105, 111, 113, 114, 115 and 116, and also those lots shown on a certain plan of lots of Laurel Lane as recorded in Pike County Plat Book 16 at page 92, being specifically lots numbered 107B and 108; and also those lots shown on a certain plan of lots of Laurel Lane as recorded in Pike County Plat Book 17 at page 35, being specifically lots numbered 122, 123, 124, 150, 151, 152, 153, 154, 156, 158, 159, 160, 161, 162, 163, 164, and 165; and also those lots shown on a certain plan of lots of Laurel Lane as recorded in Pike County Plat Book 14 at page 26, being specifically lots numbered 176, 182, 183, 184, 185, and 186. Nothing contained herein shall create any implied restrictions whatsoever relative to other lands of Schoenagel, including other lands described in Deed Book 213 at page 951.

OFFICE OF REGISTERED AND PROTHONOTARY

A. By accepting delivery of this conveyance, the Grantees, for themselves, their heirs and assigns, shall thereupon become a member of the "Laurel Lane Development Association" and promise to maintain such membership and pay such reasonable annual fees or dues or assessment as the Association may charge for the repair and maintenance of the utilities. Schoenagels, being a member of the Association by virtue of the lands owned by them, will not be liable for such annual fees or dues, assessments and charges.

B. At the option of Schoenagels, all land owners in this subdivision shall be required to accept title to the drilled well supplying water to said subdivision, as well as any title to the roads and rights of ways, at any time that Schoenagels desire to convey all their right, title and interest in and to the well and the associated water distribution system, as well as any title to the roads and rights of ways, to the then present lot owners, or, in lieu thereof, and at the option of Schoenagels, they may convey said rights and title to the Association.

C. It is contemplated that the property owners will form an incorporated non-profit corporation but in the event that the owners do not, in fact, form the same, Schoenagels shall have the right, but not the duty, to form said corporation.

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The Grantees, for themselves, their heirs and assigns, agree to and with Schoenagels, their heirs and assigns, that the following restrictions and covenants shall be covenants running with the land:

1. The words "common use" as used herein shall be construed to mean the exclusive use by owner and other guests of properties developed by Schoenagels on land described in and conveyed to Schoenagels by a deed from Oscar E. Schoenagel, et ux, et al, and duly recorded in Pike County Deed Book Volume 213 at page 951.

2. That construction on said premises shall be limited to one single family dwelling with or without a one or two car private garage as may be required by the Grantees, their heirs and assigns, and further, all building plans and location of buildings on lots, and type of construction shall require the approval, in writing, of the Schoenagels, their heirs and assigns. No tents or trailers, or other portable means of abode shall be permitted on said premises. There shall be no A-frames constructed on any of the lots nor shall any building be allowed which does not meet the specifications of the National Building Code.

3. Any dwelling constructed on the lot or lots herein conveyed shall have a minimum of eight hundred (800) square feet of floor space exclusive of any garage where said dwelling is only one (1) story high, or in the case of one and one-half (1-1/2) or two (2) story dwellings a minimum of six hundred (600) square feet of floor space on the first floor, measurement of floor space not to include porches.

4. A sewage disposal system shall be installed of a standard design and in a location approved by the Schoenagels and such system shall comply with the requirements of all local and state sanitary codes.

5. No building, garage or kitchen shall be erected on the lot or lots herein conveyed unless there is first constructed thereon a main front residence. A basement may not be utilized as living quarters pending erection and completion of the main residence. No exterior of any building shall be left in an unfinished state for a period longer than eighteen (18) months from the date construction is first begun.

6. No portion of any dwelling (except for entrance steps) shall be located less than ten (10) feet from the Pennsylvania Power & Light Company Project Line. No outside toilet shall be built. No swimming pool may be constructed on this land.

7. The Grantees, their heirs and assigns, hereby covenant with the Schoenagels, their heirs and assigns, that the said premises and/or any buildings to be erected thereon shall not at any time be used for the purpose of any trade, manufacture or business of any description or as a school, hospital or other charitable institution, or as a hotel or place of resort for club purposes except that this provision shall not apply to the Schoenagels, nor any of them individually, for their lives.

8. All buildings or parts of buildings shall not be less than thirty (30) feet back from the edge of any road right-of-way.

9. This Agreement conveys the right of ingress and egress over all roads or rights-of-ways as shown on a map of Schoenagels, and any subsequent revisions thereof.

10. No fences shall be built on any of the property lines herein described but shrubbery or hedges may be used.

11. The raising, breeding, stabling or pasturing of poultry, livestock, horses and farm animals shall not be permitted, nor shall domestic animals or fowl be bred and raised for commercial purposes; personal household pets only being permitted.

12. The Grantees herein, their heirs and assigns, agree not to grant or convey or permit to be used any easement or right-of-way across the lot or lots herein conveyed for the purpose of providing access to any adjoining property.

13. It is hereby agreed that the use and maintenance of roads and common use facilities shall be the Grantee's and user's responsibility and that the Schoenagels shall in no way be held liable for any accidents, damages, or other costs arising from or in the course of using such common use facilities or rights-of-ways, and the Grantees will indemnify and save harmless the Schoenagels from any and all claim, loss, damage or injury growing out of such exercise.

14. And the Grantees accept this conveyance subject to the easements, restrictions and conditions above set forth and for themselves, their heirs and assigns, covenant to and with the Schoenagels, their heirs and assigns, that the Grantees will and their heirs shall forever faithfully observe and perform said several restrictions and conditions and each of them. And if the said Grantees or any person claiming under them shall at any time violate, or attempt to violate or shall omit to perform or observe any one of the foregoing restrictions and conditions, it shall be lawful for any person owning a lot on this subdivision which is subject to the same restrictions or conditions in respect to which the default is made to institute and prosecute appropriate proceedings at law or in equity for the wrong done or attempted.

This Agreement carries with it the right of ingress and egress to Lake Wallenpaupack in all areas set aside by the Schoenagels, their heirs and assigns, for common use, and the use of all common use facilities provided with the following restrictions: All property owners using such facilities shall share a proportionate amount of the costs of maintenance. No docks or boating shall be allowed in areas set aside for swimming.

Any dock in a common use area shall be for common use. Individually owned and used docks will not be permitted except in front of private lake properties by owners of such properties. All use of and ingress and egress to Lake Wallenpaupack for recreational or other purposes must be within the rights granted by the Pennsylvania Power & Light Company as outlined in their certain deed dated February 3, 1955, to Oscar E. Schoenagel, et al, and duly recorded in Pike County Deed Book Volume 125 at page 425.

EXCEPTING AND RESERVING a ten (10) foot easement on the road side of the above-mentioned road right-of-way line and a ten (10) foot easement on the lot side of the above-mentioned road right-of-way and a five (5) foot easement on the side and rear property lines of each lot, said easement to be used for public utility purposes.

ALSO EXCEPTING AND RESERVING a ten (10) foot easement on the lot side of all lots bounding on private lands of this development or any lots bounding private third parties' property belonging to the Commonwealth of Pennsylvania.

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FURTHER EXCEPTING AND RESERVING the right to trim and cut down any or all trees located within any of the above-described easements and a right to maintain all public utilities in any of the above-described easements.

FURTHER EXCEPTING AND RESERVING the right to cross all road easements with public utility facilities.

Deed Book 682
Pages 225-6-7-8-9

