

Schylkill

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DETAILS REPORT

**Note: Report is Sorted in Ascending Order by Office, Recorded Date, Document Number

Doc#	Document Type	Book/Vlm/Page	File Date
19930	COVENANT	/02224/1699	10/05/2006
Street	Street Name	Description	
		COVENANT	
Grantors	Grantees	Street	Property Description
HARDY CREDIT CO	COUNTRY CLUB ESTATES		COVENANT
References			
Book/Vlm/Page	Description	Recorded year	
/02371/898	AMENDMENT	2010	
Legal Description\Remarks			

**DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS**

200600019930
 ASSURED REALTY
 SIGNOUT
 HEIZENROTH

OF

COUNTRY CLUB ESTATES,

BUTLER TOWNSHIP,

SCHUYLKILL COUNTY, PENNSYLVANIA

THIS Declaration, made this 14th day of AUGUST, 2006, by HARDY CREDIT CO. a Pennsylvania Limited Partnership, having a mailing address of 1019 Route 519, Eighty Four, Pennsylvania, 15330 (hereinafter referred to as "**DEVELOPER**").

WITNESSETH:

WHEREAS, HARDY CREDIT CO. a Pennsylvania Limited Partnership, Developer, proposes to develop a parcel of land in Butler Township, Schuylkill County, Pennsylvania, to be called "Country Club Estates", which is more particularly described in Exhibit "A", attached hereto and incorporated by reference; and

WHEREAS, Developer proposes to cause said land to be subjected to the covenants, conditions, easements and restrictions, herein provided, for the purpose of maintaining a premier development and for the protection, benefit and enjoyment of the owners of lots in said development; and

NOW, THEREFORE, Developer hereby declares that all of the land described in Exhibit "A" shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions, which shall run with the land and shall be binding upon and shall inure to the benefit of all of the owners of lots in said development and their respective heirs, devisees, personal representatives, successors and assigns.

ARTICLE I

DEFINITIONS

Section 1. Developer. HARDY CREDIT CO. a Pennsylvania Limited Partnership, its successors and assigns, including any successor interest who takes title to any portion of the Property for the purpose of developing it in accordance with this Declaration. Developer participation in enforcement or in any other manner shall terminate upon the sale of the last lot in the Property.

Section 2. Lot. Any plot of land shown upon any recorded subdivision map of the Property, including later phases of Country Club Estates.

Section 3. Property. The real property described in Exhibit "A", and later phases as developed and recorded.

Section 4. Lot Owner. The record owner of a lot upon which is erected a single-family residential dwelling.

ARTICLE VII

USE RESTRICTIONS

Section 1. Use Restrictions. The Property is intended to be used for the following purposes, and their use is hereby restricted as follows:

- (a) Lot Restrictions. No Lot may be divided or subdivided into a smaller lot, nor may any portion of any Lot be added to or incorporated into another Lot, nor any portion less than all thereof sold or otherwise transferred.
- (b) Structures. No structure shall be erected, altered, placed used or permitted to remain on any Lot other than one residential dwelling with garage meeting the construction standards set forth herein.
- (c) Attached to Land. No dwelling or structure shall be erected on any Lot in the plan unless it becomes attached to and becomes a part of such Lot.
- (d) Outside Attachments. Lot Owners shall not attach anything to the outside walls or roof of any residential dwelling, such as radio or television antenna or satellite dish, excepting a satellite dish with a diameter of thirty (30) inches or less, which shall not be visible from the street.
- (e) Signs:
 - i. The DEVELOPER shall have the right to erect signs to advertise all of its property, the sale of Lots, and any other signs that the DEVELOPER deems necessary for construction and sale of Lots on any part of the property owned by DEVELOPER. DEVELOPER shall have the right to erect an entrance monument identifying the plan as "Country Club Estates".
 - ii. Subject to municipal regulations, during the period of construction and sales, any Builder and Lender approved by the DEVELOPER may maintain a sign on any Lot upon which that Builder is constructing a dwelling, which sign, however, may not be more than thirty (30)

square feet in size and Builder may maintain a sign on all developed Lots, which may not be more than ten (10) square feet in size.

- iii. After completion of the dwelling, a sign containing not more than ten (10) square feet advertising the house for sale or rent may be used.
- iv. Subcontractors shall not be permitted to erect signs in the Development at any time.
- (f) Nuisances. No noxious or offensive activity shall be carried on upon any Lot or in any dwelling, nor shall anything be done that may be or may become an annoyance or nuisance to the neighborhood.
- (g) Garbage and Refuse Disposal. Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in such manner as may be prescribed from time to time by the Local Governing Municipal Authority or in the Rules and Regulations. Garbage containers must be kept out of public view except on collection days.
- (h) Refuse. No lumber, building materials, refuse, trash or debris shall be kept, stored or allowed to accumulate on any Lot except building materials during the course of construction. All construction sites shall be cleaned regularly.
- (i) Residential Use. All Lots and dwellings thereon shall be for private residential purposes only. Notwithstanding anything contained herein, the DEVELOPER or a Builder has the right to use any dwellings erected on Lots owned by it for models and for sales offices and administrative offices. If a specific home occupation is permitted under the local zoning laws, such use shall be permitted in this Plan.
- (j) Laws. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed on the Property by the Lot Owners.
- (k) Laundry Lines. Laundry poles and lines outside of dwellings Units are prohibited.
- (l) Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot in the Plan, except that dogs, cats, rabbits or other household pets may be kept, provided they are not raised, bred or kept for any commercial purpose. Dogs must be kept on a leash. Pet owners walking their pet must clean up after their pet.
- (m) Balconies and Porches. No rugs, cloths, sheets, blankets, laundry of any kind, or other article shall be hung from balconies, porches, patios and/or decks. Balconies, porches, patios and/or decks must be kept free and clear of rubbish, debris and other unsightly materials.

- (n) Easements of Pipes, etc. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground provided, however, conductor lines on the high side can extend to the curb. Easements have been reserved for sewers, drainage and utility installations and maintenance for such purposes and uses are shown on the recorded Plan. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow drainage channels in the easements.

The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible. The Developer, its agents, successors and assigns, shall have the right to enter upon all parts of the easement area of each Lot for any of the purposes for which said easements and rights-of-way are reserved.

The Developer shall also have the right at the time of or after grading any street, or any part thereof, to enter upon any abutting Lot and grade the portion of such Lot adjacent to such street, but there shall be no obligation on the Developer to do such grading, unless otherwise properly required to do so by an appropriate governmental authority.

- (o) Storage and Parking of Vehicles. Except as provided herein, there shall be no outside storage upon any Lot or Common Area of any truck, tractor, tractor-trailer, semi-truck or mobile home. Vehicles may not be placed overnight on the streets.
- (p) Motorcycles. No motorcycles, motorbikes, go-carts, snowmobiles or similar motor-powered vehicles shall be operated on any unpaved portion of the Common Areas and motorcycles are limited to ingress and egress from a dwelling.
- (q) Drainage. No structure, planting or other material may be stored or erected on the Property that interferes with any easement for the installation or maintenance of utilities, or interferes with, retards the flow of, or changes the direction of any drainage channel.
- (r) Incomplete Structures. No basement, garage or other structure other than the Unit for which the plans have been approved, in accordance with the terms hereof, shall be used as a residence, temporarily or permanently, nor shall any Unit in the process of construction, nor any basement or foundation, be used for residential purposes.
- (s) Other Structures. One (1) detached outdoor storage shed is permitted per lot provided that it is constructed of and aesthetically coordinated with the construction materials used on the outside of the primary residence. All garages must be either integral or attached to the dwelling. Above-ground pools are prohibited. No lampposts shall be installed closer

than 25 feet from the paved portion of the roadway fronting the subject lot.

- (t) Garages. Garages may not be converted to living space but may only be used for storage of vehicles or personal property.
- (u) Fences. So long as Developer is the owner of any Lot in the Plan, all fences must be approved by the Developer. After all Lots have been sold, fences must comply with local laws and/or ordinances and, in addition, shall meet the following requirements:
 - i. No barbed wire or similar material shall be permitted.
 - ii. Fences may be placed on the side and rear yards but shall not be constructed closer to the street in front of the house than the front line of the house and shall not exceed 6 feet in height.
- (v) Wells. No oil or gas wells shall be drilled on any Lot.
- (w) Exterior Finishes. All dwellings constructed on any Lot in the Plan shall consist of suitable exterior building materials typically found in new home construction in the surrounding area.
- (x) Area. The finished living area of any dwelling, exclusive of porches, basement and garages shall not be less than one thousand six hundred (1,600) square feet and one thousand four hundred (1,400) square feet for ranches.
- (y) Driveways. Paved driveways are required. All driveways shall be paved with concrete or asphalt, provided such driveways shall be installed in accordance with municipal requirements.
- (z) Prohibited Use. No noxious or offensive activity shall be carried on upon any lot in the Plan nor shall anything be done thereon that may be or become an annoyance or nuisance.
- (aa) Fill. At the option of the Developer, all excess fill shall be retained in the Plan and shall be placed at a location designated by the Developer.
- (bb) Preconstruction Lot Maintenance. All contractors and Lot Owners shall keep their lots mowed and free of weeds and debris before construction of any dwelling.
- (cc) Restrictions. All Lots shall be subject to building restrictions and to the ordinances and regulations of the local municipal governing authority and to such matters as appear on the recorded Plan or Plans.
- (dd) Violations. If any Lot Owner or contractor or their agents, successors or assigns, shall violate or attempt to violate any of the covenants herein set forth, it shall be lawful for the Developer or any other person or persons

owning any real property situate in said Plan to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing and to recover damages or other dues for such violation or attempted violation. But nothing herein shall be construed as requiring the Developer to enforce said covenants, restrictions or conditions, nor subjecting the Developer to liability of any kind for failure to enforce the same.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The restrictions set forth in this instrument shall operate as covenants that run with the land for the benefit of any and all persons who now may own, or who may hereafter own, property in Country Club Estates, and such persons are specifically given the right to enforce these restrictions through any proceedings, at law or equity, against any person or persons violating or threatening to violate the restrictions, and to recover any damages suffered by them from any violations of the restrictions.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgment or Court Order shall in no way affect any other provision that shall remain in full force and effect.

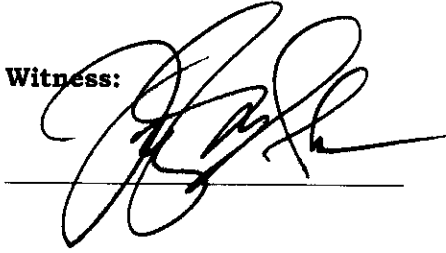
Section 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, shall inure to and be enforceable by the Lot Owners, their respective legal representatives, heirs, successors and assigns, for a period of ten (10) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument terminating these covenants and restrictions signed by the then owners of seventy-five percent (75%) of the Lots has been recorded prior to the commencement of any ten (10) year period in the office of the Recorder of the county in which the Property is situated.


Section 4. Developer Amendment. The Developer reserves the right to alter and amend the provisions herein until such time as Developer no longer owns any lots in the entire development. Provided, however, that no change or amendment shall alter or affect the obligations of the Developer and Lot Owners contained in various approvals or as appear on the Plan or Plans of Lots, except as may be permitted by the local governing municipal authority in writing. Developer reserves the right, in Developer's sole discretion, to include subsequent phases of the Plan as developed on abutting land owned by the Developer.

WITNESS the due execution of this document as of the date first written above.

**HARDY CREDIT CO. a
Pennsylvania Limited Partnership**

Witness:




Barbara L. Harshman, Vice President of
Lending

Acknowledgement

Florida
COMMONWEALTH OF ~~PENNSYLVANIA~~)
COUNTY OF DUVAL) SS:

The foregoing instrument was acknowledged before me on this 14th day of August, 2006, by Barbara L. Harshman, Vice President of Lending HARDY CREDIT CO. a Pennsylvania Limited Partnership, for and on behalf of said limited partnership.


Notary Public

My Commission Expires: May 14, 2007



Elizabeth Lohmus
My Commission DD212728
Expires May 14, 2007

THIS INSTRUMENT PREPARED BY:
SEAN D. SWALIN
84 LUMBER COMPANY, L.P.
1019 ROUTE 519
EIGHTY FOUR, PA 15330

EXHIBIT A**LEGAL DESCRIPTION**

All that certain lot or parcel of property located in the Township of Butler, County of Schuylkill, State of Pennsylvania, and consisting of approximately 49 residential lots, more or less, more particularly described in the following **Description "A"**, (hereinafter 'Premises'. Notwithstanding to the contrary set forth herein, specifically **excluded** from the Premises is that portion of the Fountain Springs Country Club approved for commercial subdivision and consisting of approximately 8.95 acres of land, more or less, and consisting of Lot 1, Country Club Estates Final Subdivision Plan, a copy of which is intended to be duly recorded. A more particular legal description of the **excluded parcel** is in the following **Description "B"**.

Description "A"**DESCRIPTION OF LANDS OF FOUNTAIN SPRINGS GOLF AND RECREATION, INC. IN BUTLER TOWNSHIP, SCHUYLKILL COUNTY, PENNSYLVANIA.**

BEGINNING at an iron pin found on a curve of the easterly right-of-way of Pennsylvania State Route No. 4007 (40 feet wide) leading from the Borough of Gordon to the Borough of Ashland, said pin being at the northwest corner of lands of Glen R. And Paul E. And Bruce R. Mervine, said pin being the southwest corner of the herein described parcel of land; thence along the easterly right-of-way of Pennsylvania State Route No. 4007 and along a curve to the left in a northerly direction having a central angle of 12 degrees 17 minutes 51 seconds, a radius of 1053.05 feet, with a tangent of 113.44 feet, for an arc length of 226.02 feet and described with a chord bearing and distance of North 7 degrees 35 minutes 42 seconds West 225.58 feet to a point of tangent; thence along same North 13 degrees 44 minutes 38 seconds West 189.79 feet to a point-of-curve; thence along same and along a curve to the right in a northerly direction having a central angle of 14 degrees 13 minutes 00 seconds, a radius of 862.09 feet, with a tangent of 107.51 feet, for an arc length of 213.91 feet and described with a chord bearing and distance of North 6 degrees 38 minutes 08 seconds West 213.36 feet to a point-of-tangent; thence along same North 00 degrees 28 minutes 22 seconds East 14.45 feet to a point-of-curve; thence along same and along a curve to the right in a northerly direction having a central angle of 19 degrees 14 minutes 00 seconds, a radius of 552.95 feet, with a tangent of 93.69 feet, for an arc length of 185.62 feet and described with a chord bearing of North 10 degrees 05 minutes 22 seconds East 184.75 feet to a point-of-tangent; thence along same North 19 degrees 42 minutes 22 seconds East 15.35 feet to a point-of-curve; thence along same and along a curve to the right in a northerly direction having a central angle of 7 degrees 40 minutes 43 seconds, a radius of 934.92 feet, with a tangent of 62.74 feet, for an arc length of 125.30 feet and described with a chord bearing and distance of North 23 degrees 32 minutes 44 seconds East 125.20 feet to an iron pin set on a curve on the easterly right-of-way of Pennsylvania State Route No. 4007 and at the southwest corner of Lot No. 1 as more fully shown on The Final Subdivision Plan prepared for Country Club Estates Lot No. 1 dated May 22, 2003 and revised July 11, 2003; thence leaving said highway and running along lines of Lot No. 1 the following eleven bearings and distances: (1) South 83 degrees 52 minutes 57 seconds East 853.05 feet to an iron pin set; (2) thence North 85 degrees 31 minutes 37 seconds East 259.53 feet to an iron pin set; (3) thence North 65 degrees 42 minutes 32 seconds East 45.55 feet to an iron pin set; (4) thence North 53 degrees 32 minutes 10 seconds East 106.84 feet to an iron pin set; (5) thence along a curve to the left in a northeasterly direction having a central angle of 37 degrees 00 minutes 02 seconds, a radius of 375.00 feet, with a tangent of 125.48 feet, for an arc length of 242.17 feet and described with a chord bearing and distance of North 58 degrees 08 minutes 35 seconds East 237.98 feet to a point of tangent; (6) thence North 39 degrees 17 minutes 11 seconds East 28.48 feet to an iron pin set at the southwesterly terminus of a 50 foot wide private access easement intended to be dedicated for future use of a Public Road; (7) thence along the southwesterly terminus of said access easement North 50 degrees 19 minutes 51 seconds West 50.00 feet to an iron pin set at a

corner of said access easement; (8) thence South 39 degrees 17 minutes 11 seconds West 28.66 feet to a point-of-curve; (9) thence along a curve to the right in a southwesterly direction having a central angle of 40 degrees 36 minutes 03 seconds, a radius of 325.00 feet, with a tangent of 120.22 feet, for an arc length of 230.30 feet and

described with a chord bearing and distance of South 59 degrees 58 minutes 10 seconds West 225.51 feet to an iron pin set; (10) thence North 9 degrees 43 minutes 48 seconds West 220.53 feet to an iron pin set; and (11) thence North 89 degrees 05 minutes 10 seconds West 999.71 feet to an iron pin set at the northwest corner of said Lot No. 1 and on the easterly right-of-way of the aforementioned Pennsylvania State Route No. 4007; thence along the easterly right-of-way of Pennsylvania State Route No. 4007 North 30 degrees 09 minutes 22 seconds East 44.51 feet to a point-of-curve; thence along same and along a curve to the left in a northerly direction having a central angle of 47 degrees 23 minutes 01 second, a radius of 422.08 feet, with a tangent of 185.21 feet, for an arc length of 349.06 feet and described with a chord bearing and distance of North 6 degrees 27 minutes 52 seconds East 339.20 feet to a point-of-tangent; thence along same North 17 degrees 13 minutes 38 seconds West 1.22 feet to a point-of-curve; thence along same and along a curve to the right in a northerly direction having a central angle of 45 degrees 21 minutes 58 seconds, a radius of 361.97 feet, with a tangent of 151.29 feet, for an arc length of 286.60 feet and described with a chord bearing and distance of North 5 degrees 27 minutes 22 seconds East 279.18 feet to a point-of-tangent; thence along same North 28 degrees 08 minutes 22 seconds East 791.57 feet to a point-of-curve; thence along same and along a curve to the left in a northerly direction having a central angle of 46 degrees 30 minutes 44 seconds, a radius of 592.96 feet, with a tangent of 254.83 feet, for an arc length of 481.36 feet and described with a chord bearing and distance of North 4 degrees 53 minutes 01 second East 468.25 feet to an iron pin set on the easterly right-of-way of said highway and on the southerly line of lands now or formerly of William Johnston Newall; thence leaving said right-of-way and running along the southerly line of lands of said Newall South 64 degrees 45 minutes 54 seconds East 75.61 feet to a set stone with a drill hole found at a corner of lands of the North Schuylkill School District; thence along the westerly line of lands of the North Schuylkill School District South 16 degrees 06 minutes 44 seconds East 241.75 feet to an iron pin set; thence continuing along line of lands of same South 14 degrees 26 minutes 08 seconds West 141.50 feet to an iron bar in concrete found at the southwest corner of lands of the North Schuylkill School District; thence along the southerly line of lands of the North Schuylkill School District South 82 degrees 31 minutes 51 seconds East 751.58 feet to an iron bar in concrete found at the southeast corner of lands of said School District and on the westerly line of lands of Gaudenzia Foundation, Inc; thence along the westerly line of lands of Gaudenzia Foundation, Inc South 19 degrees 42 minutes 54 seconds West 343.95 feet to an iron monument found at the southwest corner of lands of Gaudenzia Foundation, Inc; thence along the southerly line of lands of Gaudenzia Foundation, Inc and along the southerly line of lands of PHC - Ashland, LP and also passing through an iron pin found on line between lands of Gaudenzia Foundation, Inc and PHC - Ashland, LP South 73 degrees 17 minutes 05 seconds East 897.63 feet to an iron monument found at the northwest corner of lands of Anthony and Sandra L. Baran; thence along the westerly line of lands of Anthony and Sandra L. Baran South 20 degrees 04 minutes 44 seconds West 565.80 feet to an iron pin found on the northerly right-of-way (33 feet wide) of Township Route No. 940; thence crossing Township Route No. 940 and running along the westerly line of lands of Kay R. Orkin and passing through a stone pile found on line and running along the westerly line of lands of Veronica Seitzinger, Lou Ann and Kirk C. Fickinger South 19 degrees 31 minutes 16 seconds West 1270.04 feet to an iron pin found at the northwest corner of lands of Stephen S. And Marcia H. Slaton; thence along the westerly line of lands of said Slaton South 20 degrees 19 minutes 15 seconds West 240.38 feet to a iron pin in stones found at the northeast corner of lands of Lloyd R. Hampton; thence along the northerly line of lands of said Hampton South 89 degrees 35 minutes 08 seconds West 1125.18 feet to a set stone with a drill hole found at the northeast corner of lands of the aforementioned Glen R., Paul E. And Bruce R. Mervine; thence along the northerly line of lands of Glen R., Paul E. And Bruce R. Mervine South 88 degrees 30 minutes 22 seconds West 415.82 feet to the place of BEGINNING.

CONTAINING 90.69 Acres of land in all.

Subject to a public access easement in favor of Butler Township for Township Route No. 940 traversing through the approximate center of the above described parcel and extending from the westerly line to the easterly line of said parcel and being 33 feet wide.

Subject to required limit of slope areas in favor of the Pennsylvania Department of Transportation along the easterly side of Pennsylvania State Route No. 4007.

Subject to drainage easements in favor of the Pennsylvania Department of Transportation for drain pipe crossing Pennsylvania State Route No. 4007.

Subject to several power line easements for maintenance of poles and lines traversing through the above described parcel.

Subject to water line easements in favor of the Borough of Ashland.

Subject to a 50 foot Private Access Easement for the Benefit of the aforementioned Lot No. 1 as depicted on said Subdivision Plan for Country Club Estates Lot No. 1. Said easement shall be extinguished upon dedication and acceptance of the easement area to and by Butler Township for the benefit of the public.

Description "B"

All that lot piece or parcel of land situate, lying and being in the Township of Butler, County of Schuylkill and State of Pennsylvania, bounded and described as follows, to wit:

Beginning at an iron pin set on the easterly right-of-way of Pennsylvania State Route No. 4007 (40 feet wide) leading from the Borough of Gordon to the Borough of Ashland, said pin being 945.53 feet distant on a bearing running North zero degrees forty-three minutes fifteen seconds West (N. 00° 43' 15" W.) from an iron pin at the southwest corner of lands of Fountain Springs Golf and Recreation, Inc., which is the parent parcel of the herein described Lot No. 1 and as described in Deed Book 2016, Page 455 said beginning pin is also the southwest corner of the herein described parcel of land; thence along the northeasterly right-of-way of Pennsylvania State Route No. 4007 and along a curve to the right in a northeasterly direction having a central angle of two degrees eight minutes seventeen seconds (02° 08' 17"), a radius of 934.92 feet, with a tangent of 17.45 feet for an arc length of 34.89 feet and being further described with a chord bearing and distance of North twenty-eight degrees twenty-seven minutes fourteen seconds East (N. 28° 27' 14" E.) 34.89 feet to a point of tangent; thence continuing along same North twenty-nine degrees thirty-one minutes twenty-two seconds East (N. 29° 31' 22" E.) 56.41 feet to a point of curve; thence continuing along same and along a curve to the right in a northeasterly direction having a central angle of zero degrees thirty-eight minutes zero seconds (00° 38' 00"), a radius of 5,710.18, with a tangent of 31.56 feet, for an arc length of 63.12 feet and being further described with a chord bearing and distance of North twenty-nine degrees fifty minutes twenty-two seconds East (N. 29° 50' 22" E.) 63.12 feet to a point of tangent; thence along same North thirty degrees nine minutes twenty-two seconds East (N. 30° 09' 22" E.) 179.15 feet to an iron pin set on the easterly right-of-way of Pennsylvania State Highway Route No. 4007 and on line of other lands of Fountain Springs Golf and Recreation, Inc.; thence along line of other lands of Fountain Springs Golf and Recreation, Inc. the following eleven bearing and distances:

- 1) South eighty-nine degrees five minutes ten seconds East (S. 89° 05' 10" E.) 999.71 feet to an iron pin set;
- 2) thence South nine degrees forty-three minutes forty-eight seconds East (S. 09° 43' 48" E.) 220.53 feet to an iron pin set;
- 3) thence along a curve to the left in a northeasterly direction having a central angle of forty degrees thirty-six minutes three seconds (40° 36' 03"), a radius of 325.00 feet, with a tangent of 120.22 feet, for an arc length of 230.30 feet and being further described with a chord bearing and distance of North fifty-nine degrees fifty-eight minutes ten seconds East (N. 59° 58' 10" E.) 225.51 feet to an iron pin set at a point of tangent;
- 1) thence North thirty-nine degrees seventeen minutes eleven seconds East (N. 39° 17' 11" E.) 28.66 feet to an iron pin set;
- 2) thence South fifty degrees nineteen minutes fifty-one seconds East (S. 50° 19' 51" E.) 50.00 feet to an iron pin set;
- 3) thence South thirty-nine degrees seventeen minutes eleven seconds West (S. 39° 17' 11" W.) 28.48 feet to an iron pin set at a point of curve;

- 4) thence along a curve to the right in a southwesterly direction having a central angle of thirty-seven degrees zero minutes two seconds ($37^{\circ} 00' 02''$), a radius of 375.00 feet, with a tangent of 125.48 feet, for an arc length of 242.17 feet and being further described with a chord bearing and distance of South fifty-eight degrees eight minutes thirty-five seconds West ($S. 58^{\circ} 08' 35'' W.$) 237.98 feet to an iron pin set;
- 5) thence South fifty-three degrees thirty-two minutes ten seconds West ($S. 53^{\circ} 32' 10'' W.$) 106.84 feet to an iron pin set;
- 6) thence South sixty-five degrees forty-two minutes thirty-two seconds West ($S. 65^{\circ} 42' 32'' W.$) 45.55 feet to an iron pin set;
- 7) thence South eighty-five degrees thirty-one minutes thirty-seven seconds West ($S. 85^{\circ} 31' 37'' W.$) 259.53 feet to an iron pin set; and
- 8) thence North eighty-three degrees fifty-two minutes fifty-seven seconds West ($N. 83^{\circ} 52' 57'' W.$) 853.05 feet to the place of beginning.

Containing 8.95 acres of land in all.

The grantors herein grant to the grantees herein the right of ingress, egress and regress over, along and through a 50 foot wide private access easement to be shared in common usage with the owners of Lot No. 1 and the owners of the Residual Tract and of which the boundaries are more fully described as follows:

Beginning at an iron pin at a northeasterly corner of the above-described Lot No. 1, said pin being at the northeasterly end of Line No. 2 above-described; thence along and through line of other lands of Fountain Springs Golf and Recreation, Inc. North thirty-nine degrees seventeen minutes eleven seconds East ($N. 39^{\circ} 17' 11'' E.$) 133.61 feet to a point of curve; thence along same and along a curve to the left in a northerly direction having a central angle of thirty-eight degrees seven minutes forty-one seconds ($38^{\circ} 07' 41''$), a radius of 175.00 feet, with a tangent of 60.48 feet, for an arc length of 116.46 feet and being further described with a chord bearing and distance of North nineteen degrees fifty-eight minutes forty-one seconds East ($N. 19^{\circ} 58' 41'' E.$) 114.32 feet to a point of tangent; thence along same North zero degrees fifty-four minutes fifty seconds East ($N. 00^{\circ} 54' 50'' E.$) 62.92 feet to a point on the southerly right-of-way of Township Route No. 940; thence along the southerly right-of-way of Township Route No. 940 South eighty-nine degrees thirty-eight minutes thirteen seconds East ($S. 89^{\circ} 38' 13'' E.$) 50.00 feet to a point on the southerly right-of-way of Township Route No. 940 and on line of other lands of Fountain Springs Golf and Recreation, Inc.; thence along and through line of other lands of Fountain Springs Golf and Recreation, Inc. South zero degrees fifty-four minutes fifty seconds West ($S. 00^{\circ} 54' 50'' W.$) 63.40 feet to a point of curve; thence continuing along and through line of lands of same and along a curve to the right in a southwesterly direction having a central angle of thirty-eight degrees seven minutes forty-one seconds ($38^{\circ} 07' 41''$) a radius of 225.00 feet, with a tangent of 77.76 feet, for an arc length of 149.73 feet and being further described with a chord bearing and distance of South nineteen degrees fifty-eight minutes forty-one seconds West ($S. 19^{\circ} 58' 41'' W.$) 146.98 feet to a point of tangent; thence along same South thirty-nine degrees seventeen minutes eleven seconds West ($S. 39^{\circ} 17' 11'' W.$) 133.61 feet to an iron pin at a northeasterly corner of the above described Lot No. 1 and said pin being the same as described at the southeasterly end of line (4) above; thence along line of Lot No. 1 North fifty degrees nineteen minutes fifty-one seconds ($N. 50^{\circ} 19' 51'' W.$) 50.00 feet to the place of beginning.

The above described 50 foot wide Private Access Easement will cease to exist and any and all private rights granted herein will extinguish when the above described parcel is accepted for dedication of public use by Butler Township.

The Grantors herein retain the full right to construct or reconstruct the existing roadway, within the above described easement lines for purposes of complying with Butler Township Ordinances for acceptance of dedication of public roads to facilitate further development of the Grantors' residual tract.

The above described Lot No. 1 is subject to an easement 30 feet wide by 30 feet long for purposes of access and constructing signage to facilitate further development of the Grantors' residual tract. This easement is to be considered permanent and will ultimately be granted and conveyed to Butler Township.

The above described Lot No. 1 is subject to any and all restrictions and covenants appearing on an approved subdivision plan prepared for Country Club Estates (Lot No. 1) by Brinkash and Associates, Inc. Surveying and Engineering and plan dated May 22, 2003 and subsequently revised.

The above described Lot No. 1 is subject to pole and power line easements traversing through the above-described parcel.

Excepting and reserving from the above-described parcel any and all reservations made in prior deeds and of which a title search may disclose.

Being Lot No. 1, as more fully shown on an approved subdivision plan prepared for Country Club Estates (Lot No. 1) by Brinkash and Associates, Inc. Surveying and Engineering and plan dated May 22, 2003 and subsequently revised and filed to Map Book at Page in the Schuylkill County Recorder of Deeds' Office.

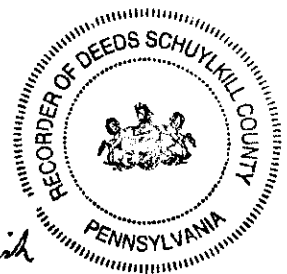
Additionally, the Grantors herein grant to the Grantees, their successors and assigns, the right to use an area of ground ten feet in length by ten feet in width adjacent to the intersection of the fifty foot right-of-way described above and the Township Roadway T.R. 940 known as Country Club Road, for the purpose of placing signage. This ten foot by ten foot area location will be determined by and be placed immediately outside of any clear sight triangle as defined by the Butler Township Subdivision Ordinance and adjacent to T.R. 940, if required by Butler Township.

And furthermore, the Grantors herein grant to the Grantees, their successors and assigns, the right to use a ten foot by ten foot area of ground for the purpose of placing signage at the intersection of T.R. 940, Country Club Road and S.R. 4007. This ten foot by ten foot area location will be determined to be the same area as an existing signage placed by predecessors in title.

Being a part of the same premises conveyed by Francis V. McAndrew, Sheriff of Schuylkill County, to Michael J. Ducas and Colleen Ducas, his wife, by deed dated October 18, 2002 and recorded in the Office of the Recorder of Deeds of Schuylkill County in Record Book 2016 at Page 455.

I hereby CERTIFY
that this document is
recorded in the office
of the Recorder of
Deeds in and for the
County of Schuylkill
and Commonwealth of
Pennsylvania

A. Matthew Dudish
A. Matthew Dudish
Recorder of Deeds



Schylkill

Current datetime: 9/28/2023 11:49:41 AM

DETAILS REPORT

**Note: Report is Sorted in Ascending Order by Office, Recorded Date, Document Number

Doc#	Document Type	Book/Vlm/Page	File Date
5926	AMENDMENT	/02371/898	05/20/2010
Street	Street Name	Description	
		AMENDMENT TO DECLARATION	
Grantors	Grantees	Street	Property Description
HARDY CREDIT CO	COUNTRY CLUB ESTATES		AMENDMENT TO DECLARATION
References			
Book/Vlm/Page	Description	Recorded year	
/02224/1699	COVENANT	2006	
Legal Description\Remarks			

**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
COUNTRY CLUB ESTATES,
BUTLER TOWNSHIP
SCHUYLKILL COUNTY PENNSYLVANIA**

THIS Amendment, made this 11th day of MAY, 2010, by the undersigned developer having a real estate interest in the Land Development known as Country Club Estates, Butler Township, Schuylkill County, Pennsylvania, amends the Original Declaration of Covenants, Conditions, and Restrictions of Country Club Estates, filed in the Schuylkill County Recorder of Deed Office on October 5, 2006 at Book 2224 page 1699, pursuant to ARTICLE VIII – General Provisions – Section 4, TO WIT:

WITNESSETH:

WHEREAS, Hardy Credit Company, a Pennsylvania Limited Partnership, having a mailing address of 1019 Route 51984 Pennsylvania 15330, developed a certain parcel of ground located in Butler Township, Schuylkill County, Pennsylvania, setting forth 50 residential building lots along with certain open space area; and,


WHEREAS, Developer has caused said land to be subjected to the covenants, conditions, easements, and restrictions as provided by their Declaration of Covenants, Conditions, and Restrictions of Country Club Estates, Butler Township, Schuylkill County, Pennsylvania, dated August 14, 2006 and filed in the Schuylkill County Recorder of Deeds Office at Record Book 2224, Page 1699; and,

WHEREAS, Article VIII- General Provisions-Section 4 sets forth a Developer Amendment Provision. Section 4 states the Developer reserves the right to alter and amend the provisions herein until such time as the Developer no longer owns any lots in the entire development. Said Developer at this time, desiring to amend the provisions of their original declaration, invokes this provision of the original declaration and amends the following:

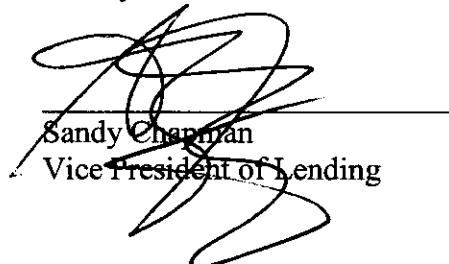
NOW THEREFORE, Developer hereby declares that all of the land under and subject to the original Declaration of Covenants, Conditions, and Restrictions of Country Club Estates, Butler Township, Schuylkill County, Pennsylvania pursuant to the Declaration made August 14, 2006 shall be under and subject to those original declarations excepting out the following amendments to those declarations.

1. Any lot may be added to or incorporated into another lot to create a larger lot.
2. Structures. One detached outdoor storage shed is permitted per lot provided that it is constructed of or aesthetically coordinated with the construction materials used on the outside of the primary residence.

WITNESS the due execution of this document as of the date first written above.


Witness

HARDY CREDIT CO.
Pennsylvania Limited Partnership


Sandy Chapman
Vice President of Lending

STATE OF: Pennsylvania
COUNTY OF: Washington

On the 11th day of May, 2010, before me, a Notary Public in and for the said County and State, the undersigned officer, personally appeared Sandy Chapman, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within named instrument, and acknowledged that they executed the same for the purpose therein contained, and desired the same might be recorded as such.

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

Melissa A. Micenko
Notary Public

THIS INSTRUMENT WAS PREPARED BY:

JOHN M. HAMPTON ESQUIRE
400 BROAD ST.
ASHLAND, PA 17921
570-875-3338

COMMONWEALTH OF PENNSYLVANIA

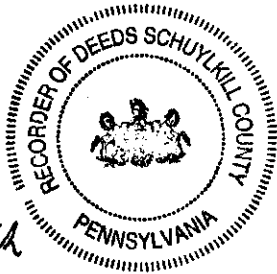
Notarial Seal

Melissa A. Micenko, Notary Public
North Strabane Twp., Washington County
My Commission Expires Nov. 22, 2013

Member, Pennsylvania Association of Notaries

I hereby CERTIFY
that this document is
recorded in the office
of the Recorder of
Deeds in and for the
County of Schuylkill
and Commonwealth of
Pennsylvania

A. Matthew Dudish
A. Matthew Dudish
Recorder of Deeds



201000005926
Filed for Record in
SCHUYLKILL COUNTY, PA
A MATTHEW DUDISH, RECORDER OF DEEDS
05-20-2010 At 11:38 am.
AMENDMENT 18.50
OR Bk 2371 Page 898 - 900

201000005926
HAMPTON & HAMPTON
SIGN OUTS
TROUTMAN / SLIFKA