



County of Clarion

Gregory K. Mortimer
Register, Recorder and Clerk of Orphans' Court
421 Main Street, Suite 24 - Courthouse
Clarion, PA 16214
814-226-4000, Extension 3501

2019-001981

Instrument Number: 2019-001981

Receipt Date: 7/01/2019

Instrument Type: MISC RECORDING

Receipt Time: 02:13:20

Receipt No.: 151187

Receipt Distribution

Fee/Tax Description	Payment Amount
MISC RECORDING	15.00
MISC RECORDING-WT	.50
CO IMPROVEMENT FND	2.00
REC. IMPRVMT FUND	3.00
<hr/>	
Check# 28306	\$20.50
Total Received.....	\$20.50

Paid By Remarks: P/JOHN MARSHALL
SUMMER CITY ESTATES COVENANTS



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

Gregory K. Mortimer
Gregory K. Mortimer - Recorder of Deeds

Certification Page

DO NOT DETACH

This page is now part of this legal document.

NOTE: Some information subject to change during the verification process and may not be reflected on this page.

**RESTRICTIVE COVENANTS COVERING SUMMER CITY ESTATES,
MADISON TWP., CLARION COUNTY**

SAID COVENANTS RECORDED

- 1. Development Restrictions.** The following development restrictions are hereby placed upon the Property known as Clarion County Tax Map #17-030-109-000-00, #17-030-109-002-00 and #17-030-108-000-00 as of May 31, 2019 and from this day and forever. All new construction of dwelling units and all new out buildings erected on the Property shall be comprised of the following types of dwelling units: Single Family Residences only made out of rustic materials, similar to timber, stone, wood, or glass. No trailers or doublewide trailers will be permitted. No commercial businesses shall be permitted. The exception is that Lot #10 only is permitted to have commercial buildings and/or multi family residences.
- 2. Lot Restrictions.** No Lot may be divided or subdivided into a smaller Lot, nor any portion less than all thereof sold or otherwise transferred without the written permission from the developer. Lot #6 and #10 is exempt from this restriction.
- 3. Signage.**

 - a) Except as hereinafter provided, no sign of any kind shall be displayed to the public view on any Lot for a period of sixty (60) days or more.
 - b) The DEVELOPER shall have the right to erect signs to advertise all of its property, the sale of Lots, and any other signs which the DEVELOPER deems necessary for construction and sale of Lots or signs that restrict public access on any part of the property owned by DEVELOPER.
 - c) During the period of construction and sales, any Builder and Lender approved by the Developer may maintain a sign as approved by the Developer on any Lot upon which that Builder is constructing a Unit, which sign, however, may not be more than twenty (20) square feet in size.
 - d) After completion of a dwelling, a sign containing no more than ten (10) square feet of advertising the house for sale or rent may be used.
- 4. Nuisances.** No noxious or offensive activity shall be carried on or upon any Lot or in any Unit, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.
- 5. Garbage & Refuse.** 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 Municipality. Garbage containers must be kept out of public view except on collection days.
- 6. 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.
- 7. Applicable Laws.** All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed on the Property by the Unit Owners.

8. Pets. No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any House, Lot, except that dogs, cats, or other household pets may be kept.

9. Easements of Pipes, Trees, and Storm Water Management. No water pipe, as pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground. Easements have been reserved for drainage and utility installations and maintenance for such purposes and uses as are shown on the recorded Plan. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, 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. DEVELOPER and/or Summer City Estates Lot Owners shall also have the right to enter any Lot for the purpose of improving the grading or surface drainage, either through grading or installation of residential yard drains, or said Lot or other Lots in the Plan. The Lots shall subsequently be restored to their original condition. All storm water collection pipes, swales, and drains not dedicated to the Municipality as Public Improvements shall remain the property and responsibility of the Summer City Estates Lot Owners.

10. Storage and Parking of Vehicles. Except as provided herein, there shall be no outside storage upon any Lot of any business or delivery trucks or vans, tractor, tractor-trailer, semi-truck, camper, trailer, mobile home, or other transportation device of any kind. No Owner shall repair or restore any vehicle of any kind upon any Lot except of normal maintenance or emergency repairs.

11. Drainage. No structure, planting, or other material may be stored or erected on the Property which 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.

12. Written Leases.

- a) Units may be leased on written leases. All tenants shall be subject to the terms and conditions of this Declaration and any Rules and Regulations promulgated hereunder as though such tenant were an Owner.
- b) Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Declaration and the Rules and Regulations promulgated hereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Unit are fully liable for any violation of the documents and regulations.

IN WITNESS WHEREOF, the said James Kapp, Developer and Whitelight Development, Inc. has caused these Restrictive Covenants to be signed in its corporate name by its President, and has caused to be affixed hereunto the common and corporate seal of the said corporation, the day and year first above written.

IN WITNESS WHEREOF, The Execution Hereof the Day and Year First Above Written.

DEVELOPER


James Kapp

WHITELIGHT DEVELOPMENT, INC.

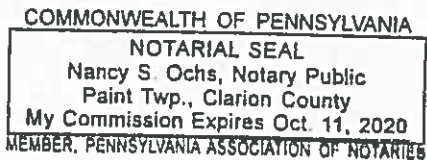

James Kapp, President

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF CLARION)

On this 15th day of JULY, 2019, before me, a Notary Public, the undersigned officer, personally appeared JAMES KAPP, who acknowledged himself to be in the DEVELOPER and PRESIDENT OF WHITELIGHT DEVELOPMENT, INC., 929 Al Smith Drive, McKees Rocks, PA, 15136 and being authorized to do so executed the foregoing instrument for the purposes therein contained by signing the name by himself as the Developer and President of Whitelight Development, Inc.

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




Notary Public