

# HURLEY

## REAL ESTATE & AUCTIONS

2800 BUCHANAN TRL E | GREENCASTLE | PA 17225



**542 Eleven Rd, Clarence, PA 16829**

### ***Online Only Auction!***

Cabin on 4.6+/- acres with 3 bedrooms, 1.5 bathrooms, and convenient to Sproul State Forest!

Online Only Auctions Begins Closing: Thursday, August 27, 2026 @ 3pm

Open Houses: Saturday, August 15, 2026, 10am-12pm  
Wednesday, August 19, 2026, 2pm-4pm

AV002056 | Matthew Hurley AU003413L, Broker: PA RM421467; MD 597462; WV WVB230300885; VA 0225271921 | Kaleb Hurley AU006233, Agent: PA RS360491; MD 5009812 | Jacob Hurley AU006421

**HURLEYAUCTIONS.COM | 717-597-9100**





**HURLEY**  
REAL ESTATE & AUCTIONS

## INCLUDED INFORMATION

Dear Prospective Buyer,

Hurley Real Estate & Auctions is pleased to have been chosen to offer you this property. We encourage all potential buyers to inspect the property and the enclosed information prior to bidding. For your convenience, we've included the following:

- General Information
- Deed
- Covenants & Restrictions
- Property Owners Association
- Aerial
- Conditions of Public Sale
- Disclosures
- How to Buy Real Estate at Auction
- Methods of Payment
- Financing Available
- Settlement Companies

If you have any questions after reviewing this report, please don't hesitate to call any time. Happy Bidding!  
Bidding begins closing August 27, 2026 at 3:00pm.

Sincerely,  
The Hurley Team

**DISCLAIMER & ABSENCE OF WARRANTIES** | *All information contained in this brochure & all related materials are subject to the terms & conditions outlined in the purchase agreement. Information contained in advertisements, information packet, estimated acreages, and marked boundaries are based upon the best information available to Hurley Real Estate and Auctions at the time of preparation & may not depict exact information on the property. **Each potential buyer is responsible for conducting his/her own independent inspection, investigations, and inquiries concerning the real estate. The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by seller or Hurley Real Estate and Auctions.***



**Terms:** \$5,000 in certified funds day of auction. (See Payment & Financing page for detailed info.) 10% Buyers premium will be added to final bid price.

**Closing Location:** As agreed upon by the Buyer and Seller.

**Buyer possession:** Buyer will have immediate possession upon closing.

**General Information:** CABIN ON 4.6+/- ACRES WITHIN WALKING DISTANCE OF SPROUL STATE FOREST! This cabin is in need of TLC but has outstanding potential. The cabin features 3 bedrooms, 1.5 bathrooms, mudroom/ laundry area, family room, open concept main floor including kitchen, dining area, and living room. The cabin also features an upper deck for peaceful views and relaxing. The property is less than 200 yards to Sproul State forest with an accessible walking path across the road! The cabin has a solar system and generator, condition of each are unknown. Property is located in the Wolf Run Landowners Association with a \$100 yearly fee to help with maintenance of the roads. All items convey with the property. Come and make this your next getaway! Less than 1 hour from State College!

Buyer is responsible for all due diligence related to the property.

**This home has the following features:**

- 3 Bedrooms (All Upstairs)
- Bedroom 1: 13 x 15
- Bedroom 2: 12 x 13
- Bedroom 3: 12 x 13
- Living Room: 20 x 26
- Family Room: 13 x 17 (Upstairs)
- Dining Room: 10 x 21
- Kitchen: 14 x 20
- Sunroom: 9 x 23

**Year House Built:** 2001

**Acreage:** 4.60± Acres

**County:** Centre

**Zoning/Land Use:** Please call Centre County at (814) 355-6791

**Taxes:** Approximately \$1,738

**Tax ID:** 01-013-,001-,0000-

**Utilities:**

- Water: Well
- Sewer: On Site Septic (Believed to be accurate according to the local SEO. With questions please call the local SEO Justin Dashem at (814) 933-2108)
- Heating: Wall Unit- Propane
- Cooling: None

**School District:** Bald Eagle Area

**Local Hospital:** Mount Nittany Medical Center



PREPARED WITHOUT BENEFIT OF TITLE SEARCH

Prepared by:

Anderson Elder Law  
206 State Road  
Media, Pennsylvania 19063  
(610) 566-4700

Return to:

Robert E. Rhee, J.D., M.B.A., C.P.A.  
Beers Mallers Backs & Salin, LLP  
110 W. Berry Street, Suite 1100  
Fort Wayne, Indiana 46802



R 02246-0993 Mar 03, 2020

Albin, Harry E. JR BY ATTY

Albin, E. Sylvia

03/03/2020

13:57:25

DN 3pgs

RECORDER OF DEEDS

Electronically Recorded / Submitted by Simplifile

UPI Number 01-013-,001-,0000-

**DEED**

Made the 28th day of February, in the year Two Thousand and Twenty.

**Between**      **HARRY E. ALBIN, JR. (also known as Harry Eugene Albin, Jr.) and**  
**E. SYLVIA ALBIN, husband and wife, Party of the First Part,**

**GRANTORS**

**AND**

**E. SYLVIA ALBIN, Party of the Second Part,**

**GRANTEE**

**WITNESSETH** that for good and valuable consideration, including ONE DOLLAR (\$1.00) in hand paid, the receipt of which is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantee, her heirs, successors, and assigns,

**ALL THAT CERTAIN** messuage, tenement and tract of land situate in the Townships of Snow Shoe and Burnside, County of Centre and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** at a point, said point being at the intersection of the centerlines of Wolf Run Supply Road and No. 11 Road, said point also being the northeastern corner of the property described herein; thence along the centerline of Wolf Run Supply Road, the



following courses and distances: South 32 degrees 17 minutes 50 seconds East, 68.49 feet to a point; thence South 20 degrees 37 minutes 21 seconds East, 60.17 feet to a point; thence South 13 degrees 00 minutes 28 seconds East, 326.56 feet to a point; thence South 20 degrees 01 minute 01 second East, 196.73 feet to a set 3/4 inch iron rebar corner; thence along Lot No. 15 of the aforementioned subdivision, North 89 degrees 58 minutes 03 seconds West, a distance of 422.15 feet to a set 3/4 inch iron rebar corner; thence along Lot No. 14, North 00 degrees 34 minutes 10 seconds East, a distance of 619.45 feet (through a 3/4 inch iron rebar set on the No. 11 Road right-of-way line) to a point on the centerline of No. 11 Road, North 88 degrees 58 minutes 48 seconds East, a distance of 105.47 feet to a point; thence along same, South 87 degrees 47 minutes 34 seconds East, a distance of 112.00 feet to a point, the place of beginning.

**CONTAINING** 4.6 acres and being known as lot No. 13, as shown on a plan prepared by Hess and Fisher Engineers, Inc., titled "Final Plan, Wolfe Run Camps, Subdivision No. 1", dated May 1, 1995, and recorded in Centre County Plat Book 50, page 10-14, and being known as Centre County Uniform Parcel Identifier Tax Parcel Number 1-13/1.

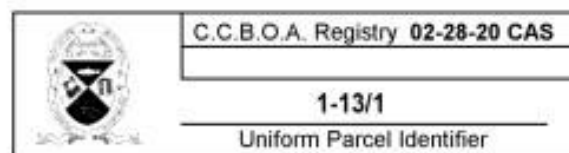
**BEING** the same premises granted and conveyed to HARRY E. ALBIN, JR. and E. SYLVIA ALBIN, husband and wife, by deed of CAMP LOONEY TUNE, INC., a Pennsylvania corporation with offices in Milroy, Mifflin County, Pennsylvania, dated October 24, 2002 in Centre County Record Book 1430 page 152.

**ALSO, UNDER AND SUBJECT** to the Proposed Covenants and Restrictions in Wolf Run Camps, Snow Shoe Township, PA, dated June 22, 1995, and recorded in Centre County Record Book 815, Page 522 and the By-Laws of Wolf Run Camps Property Owners Association, dated June 22, 1995, and recorded in Centre County Record Book 815, Page 526.

**EXCEPTING AND RESERVING THEREOUT AND THEREFROM** all of the oil and gas rights to the herein above described premises.

**THIS CONVEYANCE IS EXEMPT FROM REALTY TRANSFER TAXATION** pursuant to 72 P.S. § 8102-C.3(6) because it is a transfer between husband and wife.

**AND** the said Grantors, do hereby covenant to and with the said Grantee that they, the said Grantors **SHALL** and **WILL**, Warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee, her heirs and assigns, against the said Grantors and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him, her, them or any of them.





IN WITNESS WHEREOF, the Grantors have set their hands and seals the day and year first above written.

*Harry E Albin Jr  
by E. Sylvia Albin poa*

**HARRY E. ALBIN, JR., by E. SYLVIA ALBIN, his Attorney-in-Fact**

*E Sylvia Albin*  
**E. SYLVIA ALBIN**

*[Signature]*  
Witness

*[Signature]*  
Witness

*Fort Wayne IN 46801*  
Residence

*Fort Wayne, IN 46835*  
Residence

***Certificate of Residence***

I hereby certify that the precise residence of the Grantee herein is as follows:

3926 Ravens Cove Run  
Fort Wayne, IN 46818

Date: *February 28, 2020*

*[Signature]*

Attorney or Agent for Grantee

STATE OF INDIANA

:  
:SS.  
:

COUNTY OF ALLEN

On the 28 day of February, 2020, before me, a Notary Public, personally appeared HARRY E. ALBIN JR by his Attorney-in-Fact, E. Sylvia Albin. and E. SYLVIA ALBIN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing Deed, and acknowledged that they executed it for the purposes therein contained.

WITNESS my hand and notarial seal.



**MEGAN EICHEL, Notary Public**  
Allen County, State of Indiana  
Commission Number 722582

My Commission Expires September 23, 2027

*[Signature]*

Notary Public



**MEGAN EICHEL, Notary Public**  
Allen County, State of Indiana  
Commission Number 722582

My Commission Expires September 23, 2027



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13.50  
Ken  
Hall

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**PROPOSED  
COVENANTS AND RESTRICTIONS IN  
WOLF RUN CAMPS  
SNOW SHOE TOWNSHIP, PA**

WHEREAS, Wolf Run Development L.P., the owner of a certain tract of land is Snow Shoe Township, Centre County, Pennsylvania, intends to create and record an approved subdivision known as Wolf Run Camps and does hereby adopt the following covenants and restrictions:

**COVENANTS AND USE RESTRICTIONS:**

The following restrictions and covenants shall apply to each lot conveyed in the recorded plat plan and to any subdivision of adjoining lands hereinafter acquired by Wolf Run Development L.P. and shall run with the land and shall be binding on all parties having or acquiring any interest in the land after Wolf Run Development L.P.

1. **USE:** All lots are intended for seasonal, recreational, and hunting use. No commercial use is permitted except for the rental of the lot owner's facilities for seasonal, recreational, or hunting use. As per county regulation this is a "seasonal-use only" subdivision intended to be used not more than 180 days per year.
2. **STRUCTURES:** Structures shall be permitted on each lot, but limited to: cabin, lodge, or cottage; one private garage or storage shed, and one privy. Approval for additional structures must be in writing from the Property Owner's Association for the subdivision. Building permits, if needed, are the responsibility of the lot owner. All structures erected on any lot shall have a quality exterior finish. Tar paper or tarred shingles are not allowed as exterior siding. Any cabin, lodge, or cottage constructed shall have a minimum of 500 square feet of interior floor area. All structures erected on any lot shall be promptly and expeditiously completed, as to their exteriors, within 12 months after construction is commenced.
3. **TRAILERS AND TENTS:** Trailers and tents are permitted, but limited to camping and travel trailers and tents only. These are recognized for temporary recreational use and shall not be kept on any lot for such use for a continuous period in excess of 180 days, or in excess of 180 days in any calendar year.
4. **FURTHER SUBDIVISION:** No further subdivision of these lots is permitted except that parcels in excess of eighty (80) acres may be split one time. The residue of land held by Wolf Run Development, L.P. is permitted to be subdivided.



5. **SETBACKS AND SIDEYARDS:** Any building erected on any lot shall be setback not less than one hundred fifty (150) feet from road center line/property line and not less than one hundred (100) feet from any other exterior lot line; provided however, that while two or more adjacent lots are owned by the same party, this restriction shall apply only to the exterior lot lines on the entire group adjacent lots held by the same owner. This restriction may be waived by Developer in special cases where topography presents an obstacle to meeting said setbacks.
6. **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. Should any improvements on the premises be damaged by casualty, or become unsightly through wear and tear, the same shall be promptly razed, or restored to a neat exterior appearance. No activity shall be permitted on any lot which may be or become an annoyance to other lot owners. No owner shall build or re-grade 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 improvements.
7. **SIGNS:** Signs are permitted but limited to one, indicating the name of the owner or camp. It's size shall not be more than three (3) square feet in area.
8. **WATER AND SANITARY FACILITIES:** All sanitary facilities and private water supplies shall conform to all applicable Federal and State laws and local ordinances. Design, construction, and maintenance of water and sanitary construction, and maintenance of water and sanitary facilities shall be the responsibility of the lot owner.
9. **PROPERTY OWNER'S ASSOCIATION:** Each lot owner shall be a member of the Wolf Run Camps Property Owner's Association for the subdivision and shall be governed by its by-laws.
10. **ROADS:** Each lot is subject to any right-of-way as shown on the recorded plat plan of the subdivision. Each lot owner is granted the right to use any and all roads and right-of-ways that are under the control of the Property Owner's Association and shown upon the recorded plat plan. The Property Owner's Association shall be responsible for all private road maintenance. The private roads will not be maintained by Snow Shoe Township unless such roads are dedicated to public use and accepted for public use by the Snow Shoe Township Supervisors.



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11. **PEDESTRIAN ACCESS EASEMENT:** These Easements exist for several lots to PA Forest Land provided by a 20 foot wide pedestrian access easement on the property lines or along Wolf Run.  
Lots 27 - 31 on subdivision #1 have two (2) easements running parallel to the stream. There exists a five (5) foot wide pedestrian easement centered on the hiking trail above Wolf Run and an easement ten (10) feet on each side of the stream banks to allow for fishing or hiking through these tracts. Camping, hunting or other activities are not allowed except by the property owners, their guest and assigns.
12. **TERMS:** The covenants and restrictions as set forth herein shall run with and bind the land, for a term of twenty (20) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years absent action to the contrary by the Property Owner's Association. The Property Owner's Association shall have the right to amend the covenants and restrictions in the manner provided for in the bylaws of the Property Owner's Association.
13. **INVALID PROVISIONS:** Each and every provision contained herein shall be considered to be independent and separate, and, in the event that any one of more shall for any reason be held to be invalid and unenforceable, all the remainder thereof shall remain in full force and effect.

In witness whereof, Wolf Run Development L.P. has caused these presents to be executed this 22<sup>nd</sup> day of JUNE, 1995.

Wolf Run Development L.P.

Sharon L. Hall  
Attest

Michael Talapa  
Michael Talapa

COMMONWEALTH OF PENNSYLVANIA )

COUNTY OF CENTRE )

) SS:  
)

On this 22<sup>nd</sup> day of June 1995, before me, the undersigned notary public, personally appeared Michael Talapa who acknowledged himself to be the Managing Partner of Wolf Run Development, L.P., has executed the foregoing instrument for the purpose a contained therein by signing the name of the Partnership by himself as Vice President.

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

Sharon L. Hall





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Ken  
Hall

**BYLAWS OF WOLF RUN CAMPS  
PROPERTY OWNERS ASSOCIATION**

**ARTICLE I - DEFINITIONS**

1.01 "Association" shall mean and refer to Wolf Run Camps Property Owners Association, its successors and assigns.

1.02 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is an approved subdivision of the premises described in Centre County Record Book , page , or any abutting property acquired and subdivided by Wolf Run Development, L.P., excluding those having such interests merely as security for their performance of an obligation.

1.03 "Roadway" shall mean any internal or external private right -of-way shown upon any subdivision of the premises described in Centre County Record Book , page , or any private right-of-way abutting property acquired and subdivided by Wolf Run Development, L.P., regardless of ownership of said roadway.

1.04 "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the premises.

**ARTICLE II - BOARD OF DIRECTORS**

2.01 The affairs of this Association shall be managed by a board of five (5) directors, we need not be members of the Association.

2.02 At the first annual meeting the members shall elect themselves, two (2) directors for a term of three (3) years, two (2) directors for a term of two (2) years and one (1) director for a term of one (1) year. At each annual meeting thereafter the members shall elect that number of directors whose terms will have expired as of that date.

2.03 Any vacancy occurring in the Board of Directors may be filled by affirmative vote of a majority of the remaining directors. A director elected to fill a vacancy shall serve until the next annual meeting of the members, at which the membership shall elect a director to fill the remainder of the unexpired term, if any.

2.04 A majority of the remaining directors may remove from the Board of Directors any director who has been absent from two (2) consecutive meetings of the Board of Directors.



**ARTICLE III - MEMBERSHIP AND VOTING RIGHTS**

3.01 Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. Membership shall be covenant running with the land.

3.02 The Association shall have two (2) classes of voting membership as follows:

(1) Class A - Class A members shall be all owners with the exception of Wolf Run Development, L.P. and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves decide.

(2) Class B - Class B membership shall be Wolf Run Development, L.P., which shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On October 1, 1995

**ARTICLE IV - MEETING OF MEMBERS**

4.01 The first annual meeting of the members shall be held within one (1) year or less from the date of the first sale of a lot by Wolf Run Development, L.P. and shall be called by the Board of Directors. Subsequent regular annual meetings of the members shall be held every fifty-two (52) weeks thereafter at 1:00 P.M. If the day for the annual of the members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.

4.02 Special meetings of the members may be called at any time by the Board of Directors, or on written request of the members who are entitled to vote one-fourth(1/4) of all the votes of the Class A membership.

4.03 Written notice of each meeting of the members shall be given by a representative of the Board of Directors, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote at such meeting, addressed to the address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

4.04 The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty (50%) percent of the votes of each class of membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be



present or represented.

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4.05 At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary.

#### ARTICLE V - MAINTENANCE ASSESSMENTS

5.01 The Association shall have the right to charge reasonable fees for the maintenance, repair or replacement of private roadways within the subdivision and those private roadways external to this subdivision which serve the subdivision. The Association shall have the right to suspend voting rights and the right of use of the roadway by any owner for any period during which any assessment against his lot remains unpaid.

5.02 Assessments may be annual assessments or charges or special assessments for capital improvements, with such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the lot thereby assessed and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

5.03 The assessments levied by the Association shall be used exclusively for maintenance, repair and replacement of the internal and external roadway, and the maintenance of the common areas owned or controlled by the Association.

5.04 Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be fifty (50) dollars per lot. Thereafter the annual assessment shall be subject to the following:

(1) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 20% above the annual assessment for the previous year without a vote of the membership.

(2) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 20% of the prior year's annual assessment by the vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

5.04(cont.)(3) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum without a vote of the members.

5.05 In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement or a capital improvement upon the roadway, provided



that any such assessment shall have been voted favorably upon by two-thirds (2/3) of each class of member who are voting in person or by proxy at a meeting duly called for this purpose.

5.06 Any action authorized under paragraph 5.04 or 5.05 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty (60%) percent of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5.07 Both annual and special assessments must be fixed at a uniform rate for all lots any may be collected at the discretion of the Board of Directors on an annual or semi-annual basis.

5.08 The annual assessment provided for herein shall commence as to all lots on the first day of the month following the first annual meeting of the members. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

5.09 Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the roadway or abandonment of his lot.

5.10 The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

#### ARTICLE VI - GENERAL PROVISIONS

6.01 The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charge now or restriction, herein contained shall in no event be deemed a waiver of the right to do so thereafter.



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6.02 In addition to its rights to enforce all restrictions, conditions, covenants, and reservations as set forth in Section 6.01 herein, the Board of Directors may after notice and hearing impose upon any member found by not less than three (3) members of the Board of Directors to have violated any restriction, condition, or covenant, a fine of not more than Fifty (\$50.00) dollars for each day upon which such violation shall exist. Such fine, together with interest at the rate of 10% per annum commencing on the day after imposition of the fine, shall be a charge on the lot of the owner upon whom the fine has been imposed and shall be a continuing lien upon such property.

6.03 Invalidity of any one of these conditions or restrictions by judgement of Court order shall in no way affect any other provisions which shall remain in full force and effect.

6.04 To the extent that the covenants and restrictions of the Wolf Run Camps as recorded in the Office of the Record of Deeds of Centre County, Pennsylvania, allow for the amending of such Covenants and Restrictions by the Association, the Covenants and Restrictions may be amended during the first twenty (20) year period by an instrument signed by not less than all of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Any amendment to the covenants and restrictions must be recorded.

6.05 The Association shall have the right to dedicate or transfer all or part of the roadway to any municipality, public agency, or authority for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by all of the members agreeing to such dedication or transfer has been recorded.

#### ARTICLE VII - DISSOLUTION

7.01 The Association may be dissolved with the affirmative vote evidenced in writing of not less than three-fourths (3/4) of each class of members. On dissolution of the Association the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association or trust, or other organization to be devoted to similar purposes. In the event of a dedication of the private roadways to an appropriate public agency, the Association without any further action required on behalf of its members shall forthwith be dissolved.

#### ARTICLE VIII - APPOINTMENT OF TRUSTEES

8.01 The Board of Directors shall have the power from time to time to appoint trustees of the Association who shall in their capacity as trustees of the Association take title to any roadways which are to be deeded to the Association. There shall be not less than three (3) trustees who shall serve at the will of the Board of Directors and until such time as any trustee is replaced by the Board of Directors.

#### ARTICLE IX - AMENDMENTS TO THE BYLAWS



9.01 These Bylaws may be amended at any regular or specially called meeting of the membership upon the affirmative vote of the majority of each class of members who are voting in person or by proxy at such duly called meeting; provided however, that no provision requiring a vote of more than a majority of the members who are voting in person or by proxy shall be amended except by the affirmative vote of members sufficient prior to amendment to take that action for which the voting requirement is to be amended.

**ARTICLE X - INDEMNIFICATION PROVISION**

10.01 A director of this Association shall not be personally liable for monetary damages as a director of this Association for any action taken, or any failure to take any action, unless such action taken, or failure to take action, constitutes self-dealing, willful misconduct or recklessness. This section shall not apply to any criminal statute. The Association may advance expenses incurred by a director in defending civil or criminal actions, suits, or proceedings, upon receipt of an understanding by or on behalf of such person to repay such amount of it is ultimately determined that the person is not entitled to indemnification.

ADOPTED this 22nd day of June, 1995.

[Signature]  
Agent

[Signature]  
Michael Talapa

COMMONWEALTH OF PENNSYLVANIA

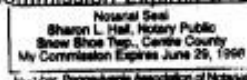
SS:

COUNTY OF CENTRE

On this, the 22nd of June, 1995, before me a Notary Public, the undersigned officer, personally appeared Michael Talapa, as Managing Partner, of Wolf Run Dev. L.P. known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he has executed the same for the purpose therein contained.

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

[Signature]  
My Commission Expires 6-29-98



COMMONWEALTH OF PENNSYLVANIA)

) SS.

COUNTY OF CENTRE )

RECORDED in the Office of Recording of Deeds, etc., in and for said County, in Recording Book No. 815 Page 526 on June 23, 1995

[Signature]  
Recorder of Deeds

ENTERED FOR RECORD  
95 JUN 23 AM 10:07  
HAZEL PETERS  
RECORDER OF DEEDS  
CENTRE COUNTY



R 02158-0115 Mar 04, 2015

Wolf Run Land Owners Association Inc  
Wolf Run Land Owners Association Inc

03/04/2015  
10:29:03

BY 11pgs

RECORDER OF DEEDS

Electronically Recorded / Submitted by Simplifile

AMENDED AND RESTATED BYLAWS OF  
WOLF RUN LAND OWNERS ASSOCIATION, INC.  
PROPERTY OWNERS ASSOCIATION

BACKGROUND

A. The members of Wolf Run Land Owners Association, Inc. voted to adopt these Bylaws of the Wolf Run Land Owners Association, Inc. on September 13, 2014.

B. These Bylaws are intended to amend and restate the Bylaws of Wolf Run Camps No. 1, No. 2, and No. 3, as amended, and recorded in Centre County Record Books 815, Pages 526-531; 974, Pages 800-806; and 1067, Pages 514-520 respectively (the "Prior Bylaws"). Article V of such Prior Bylaws, however, shall remain in full force and effect.

ARTICLE I – DEFINITIONS

1.01 "Association" shall mean and refer to Wolf Run Land Owners Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns.

1.02 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is an approved subdivision of the premises described in Centre County Record Book 55, Pages 58-62; Centre County Record Book 57, Pages 145-149; and Centre County Record Book 50, Pages 10-14, or any abutting property acquired and subdivided by Wolf Run Development, L.P., excluding those having such interests merely as security for their performance of an obligation.

1.03 "Roadway" shall mean any internal or external private right-of-way shown upon any subdivision of the premises described in Centre County Record Book 55, Pages 58-62; Centre County Record Book 57, Pages 145-149; and Centre County Record Book 50, Pages 10-14, or any private right-of-way abutting property acquired and subdivided by Wolf Run Development, L.P., regardless of ownership of said roadway.

1.04 "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision map of the premises, and specifically by map recorded to Centre County Record Book 55, Pages 58-62; Centre County Record Book 57, Pages 145-149; and Centre County Record Book 50, Pages 10-14.



**ARTICLE II – BOARD OF DIRECTORS; OFFICERS**

2.01 The affairs of this Association shall be managed by a Board of Directors. The Board of Directors shall not be less than three (3) nor more than five (5) directors. The directors must be members of the Association.

2.02 At the first annual meeting the members shall elect themselves, two (2) directors for a term of three (3) years, two (2) directors for a term of two (2) years and one (1) director for a term of one (1) year. At each annual meeting thereafter the members shall elect that number of directors whose terms will have expired as of that date.

2.03 Any vacancy occurring in the Board of Directors may be filled by affirmative vote of a majority of the remaining directors. A director elected to fill a vacancy shall serve until the next annual meeting of the members, at which the membership shall elect a director to fill the remainder of the unexpired term, if any.

2.04 A majority of the remaining directors may remove from the Board of Directors any director who has been absent from two (2) consecutive meetings of the Board of Directors or any director who is no longer a member of the Association.

2.05 An annual meeting of the Board of Directors shall be held each year on such date and at such time and place as the Board of Directors may determine. The annual meeting of the Board of Directors shall be held for the purpose of electing officers and for the transaction of such other business as may come before the meeting. If election of officers shall not be held on the day designated for an annual meeting or any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Board as soon thereafter as is convenient.

2.06 Special meetings and executive sessions of the Board of Directors may be called by or at the request of the President or by at least four (4) of the directors holding office at any time.

2.07 Notice of any annual or special meeting shall be given at least five (5) days previous thereto by written notice delivered personally, electronically, or mailed to each director at his/her business or home address. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Except for any proposal to alter, amend or repeal the Bylaws or to adopt new Bylaws, for which notice of the terms thereof must be given as above provided, neither the business to be transacted at, nor the purpose



of, any annual or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

2.08 The presence of a majority of all the directors in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If there be less than a quorum present, a majority of the directors present may adjourn the meeting from time to time and place to place and cause notice of each such adjourned meeting to be given to all absent directors.

2.09 One or more persons may participate in a meeting of the Board of Directors by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Paragraph shall constitute presence in person at such meeting.

2.10 Any action required by law to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors and filed with the Secretary of the Association.

2.11 The officers of the Association shall consist of a President, who has duties of chairperson of Board, a Vice President, a Secretary and a Treasurer. Officers shall be required to be members of the Board of Directors. Officers shall be elected at the annual meeting of the Board of Directors by a majority vote of those Board members present at such meeting, and said officers shall hold office for a period of one (1) year or until their successors have been elected and qualified.

2.12 Any officer elected or appointed by the Board of Directors may be removed as an officer by the action of not less than a majority of the entire Board of Directors whenever in their judgment the best interests of the Association would be served, but such removal shall be without prejudice to the contractual rights, if any, of the officer so removed.

2.13 A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term by vote of not less than a majority of the members of the Board of Directors present at the meeting during which the vacancy is to be filled.

2.14 The President of the Board shall preside at meetings of the Board of Directors and shall perform such other duties as may be prescribed from time to time by the Board of Directors.



2.15 In the absence of the President, the Vice President shall preside at all meetings of the Board of Directors and in general shall perform all duties incident to the office of the President and such other duties as may from time to time be prescribed by the Board of Directors.

2.16 Unless otherwise determined by the Board of Directors, the Secretary shall be responsible for the custody of all corporate records of the Association and shall render such statements and reports as may from time to time be required by the Board. He or she may delegate the performance of any of the aforementioned duties, but shall at all times be responsible for their proper performance. In the absence of the President and Vice President, the Secretary shall preside at all meetings of the Board of Directors.

2.17 The Treasurer will have charge and custody of all funds of this Association, will deposit the funds as required by the Board of Directors, will keep and maintain adequate and correct accounts of the Association's properties and business transactions, will render reports and accountings to the directors and to the members as required by the Board or by law, and will perform in general all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation, or by these Bylaws, or which may be assigned from time to time by the Board.

### ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

3.01 Every Owner of a Lot which is subject to assessment(s) levied by the Association shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Membership shall be a covenant running with the land.

3.02 Each Owner shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they among themselves decide.

### ARTICLE IV – MEETING OF MEMBERS

4.01 The first annual meeting of the members shall be held within one (1) year or less from the date of the first sale of a Lot by Wolf Run Development, L.P. and shall be called by the Board of Directors. Subsequent regular annual meetings of the members shall be held every fifty-two (52) weeks thereafter at 1:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.



4.02 Special meetings of the members may be called at any time by the Board of Directors, or on written request of the members who are entitled to one-fourth (1/4) vote of all the votes of the membership.

4.03 Written notice of each meeting of the members shall be given by a representative of the Board of Directors, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote at such meeting, addressed to the address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

4.04 The presence at the meeting of members entitled to cast, or of proxies entitled to cast, fifty (50%) percent of the votes of the members shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

4.05 At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary.

#### ARTICLE V – MAINTENANCE ASSESSMENTS

5.01 The Association shall have the right to charge reasonable fees for the maintenance, repair or replacement of any Roadway. The Association shall have the right to suspend voting rights and the right of use of any Roadway by any Owner for any period during which any assessment against his Lot remains unpaid.

5.02 Assessments may be annual assessments or charges or special assessments for capital improvements, with such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, cost and reasonable attorney's fees, shall be a charge on the Lot thereby assessed and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.



5.03 The assessments levied by the Association shall be used exclusively for maintenance, repair and replacement of any Roadway, and the maintenance of the common areas owned or controlled by the Association.

5.04 Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be fifty (50) dollars per Lot. Thereafter the annual assessment shall be subject to the following:

(1) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 20% above the annual assessment for the previous year without a vote of the membership.

(2) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 20% of the prior year's annual assessment by the vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

(3) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum without a vote of the members.

5.05 In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement or a capital improvement upon any Roadway, provided that any such assessment shall have been voted favorably upon by two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for this purpose.

5.06 Any action authorized under paragraph 5.04 or 5.05 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty (60%) percent of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.



5.07 Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected at the discretion of the Board of Directors on an annual or semi-annual basis.

5.08 The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the first annual meeting of the members. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due date shall be established by the Board of Directors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

5.09 Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of any Roadway or abandonment of his Lot.

5.10 The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

#### ARTICLE VI – GENERAL PROVISIONS

6.01 The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charge now or restriction, herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6.02 In addition to its rights to enforce all restrictions, conditions, covenants, and reservations as set forth in Section 6.01 herein, the Board of Directors may after notice and hearing impose upon any member found by not less than three (3) members of the Board of Directors to have violated any restriction, condition, or covenant, a fine of not more than Fifty (\$50.00) dollars for each day upon which such violation shall exist. Such fine, together with interest at the rate of 10% per annum commencing on the day after imposition of the fine, shall



be a charge on the Lot of the Owner upon whom the fine has been imposed and shall be a continuing lien upon such property.

6.03 Invalidity of any one of these conditions or restrictions by judgment of Court order shall in no way affect any other provisions which shall remain in full force and effect.

6.04 To the extent that the covenants and restrictions of the Wolf Run Camps as recorded in the Office of the Record of Deeds of Centre County, Pennsylvania, allow for the amending of such Covenants and Restrictions by the Association, the Covenants and Restrictions may be amended during the first twenty (20) year period by an instrument signed by not less than all of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the Lot Owners. Any amendment to the covenants and restrictions must be recorded.

6.05 The Association shall have the right to dedicate or transfer all or part of any Roadway to any municipality, public agency, or authority for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by all of the members agreeing to such dedication or transfer has been recorded.

#### ARTICLE VII – DISSOLUTION

7.01 The Association may be dissolved with the affirmative vote evidenced in writing of not less than three-fourths (3/4) of the members entitled to vote in person or by proxy at a duly called meeting. On dissolution of the Association the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association or trust, or other organization to be devoted to similar purposes. In the event of a dedication of the private roadways to an appropriate public agency, the Association without any further action required on behalf of its members shall forthwith be dissolved.

#### ARTICLE VIII – APPOINTMENT OF TRUSTEES

8.01 The Board of Directors shall have the power from time to time to appoint trustees of the Association who shall in their capacity as trustees of the Association take title to any Roadway(s) which are to be deeded to the Association. There shall be no less than three (3) trustees who shall serve at the will of the Board of Directors and until such time as any trustees is replaced by the Board of Directors.



## ARTICLE IX – AMENDMENTS TO THE BYLAWS

9.01 These Bylaws may be amended at any annual or specially called meeting of the membership upon the affirmative vote of the majority of the members who are voting in person or by proxy at such duly called meeting; provided however, that no provision requiring a vote of more than a majority of the members who are voting in person or by proxy shall be amended except by the affirmative vote of members sufficient prior to amendment to take that action for which the voting requirement is to be amended.

## ARTICLE X – INDEMNIFICATION PROVISIONS

10.01. Limitation of Directors' Liability. No director of the Association shall be personally liable for monetary damages as such for any action taken or any failure to take any action unless: (a) the director has breached or failed to perform the duties of his or her office under Section 5712 of the Pennsylvania Nonprofit Corporation Law of 1988 (relating to standard of care and justifiable reliance), and (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness; provided, however, that the provisions of this paragraph shall not apply to the responsibility or liability of a director pursuant to any criminal statute, or to the liability of a director for the payment of taxes pursuant to local, state or federal law.

### 10.02. Indemnification and Insurance.

#### (a) Indemnification of Directors and Officers.

(i) Each Indemnitee (as defined below) shall be indemnified and held harmless by the Association for all actions taken by him or her and for all failures to take action (regardless of the date of any such action or failure to take action) to the fullest extent permitted by Pennsylvania law against all expense, liability and loss (including without limitation attorneys' fees, judgments, fines, taxes, penalties, and amounts paid or to be paid in settlement) reasonably incurred or suffered by the Indemnitee in connection with any Proceeding (as defined below). No indemnification pursuant to this paragraph shall be made, however, in any case where the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

(ii) The right to indemnification provided in this paragraph shall include the right to have the expenses incurred by the Indemnitee in defending any Proceeding paid by the Association in advance of the final disposition of the Proceeding to the fullest extent permitted by Pennsylvania law; provided that, if Pennsylvania law continues to so require, the payment of such expenses incurred by the Indemnitee in advance of the final disposition of a Proceeding shall be made only upon delivery to the Association of an undertaking, by or on behalf of the Indemnitee, to repay all amounts so advanced without interest if it shall ultimately be determined that the Indemnitee is not entitled to be indemnified under this paragraph or otherwise.



(iii) Indemnification pursuant to this paragraph shall continue as to an Indemnatee who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors and administrators.

(iv) For purposes of this Article, (A) "Indemnatee" shall mean each director or officer of the Association who was or is a party to, or is threatened to be made a party to, or is otherwise involved in, any Proceeding by reason of the fact that he or she is or was a director or officer of the Association or is or was serving in any capacity at the request or for the benefit of the Association as a director, officer, employee, agent, partner, or fiduciary of, or in any other capacity for, another corporation or any partnership, joint venture, trust, employee benefit plan, or other enterprise; and (B) "Proceeding" shall mean any threatened, pending or completed action, suit or proceeding (including without limitation an action, suit or proceeding by or in the right of the Association), whether civil, criminal, administrative or investigative.

(b) Indemnification of Employees and Other Persons. The Association may, by action of its Board of Directors and to the extent provided in such action, indemnify employees and other persons as though they were Indemnitees. To the extent that an employee or agent of the Association has been successful on the merits or otherwise in defense of any Proceeding or in defense of any claim, issue or matter therein, the Association shall indemnify such person against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(c) Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses provided in this Article shall not be exclusive of any other rights that any person may have or hereafter acquire under any statute, provision of the Association's Articles of Incorporation or Bylaws, agreement, vote of members or directors, or otherwise.

(d) Insurance. The Association may purchase and maintain insurance, at its expense, for the benefit of any person on behalf of whom insurance is permitted to be purchased by Pennsylvania law against any expense, liability or loss, whether or not the Association would have the power to indemnify such person under Pennsylvania or other law. The Association may also purchase and maintain insurance to insure its indemnification obligations whether arising hereunder or otherwise.

(e) Fund for Payment of Expenses. The Association may create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise may secure in any manner its indemnification obligations, whether arising hereunder, under the Articles of Incorporation, by agreement, vote of members or directors, or otherwise.

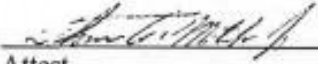
10.03. Amendment. The provisions of this Article relating to the limitation of directors' and officers' liability, to indemnification and to the advancement of expenses shall constitute a contract between the Association and each of its directors and officers which may be modified as to any director or officer only with that person's consent or as specifically provided in this paragraph. Notwithstanding any other provision of these Bylaws relating to their amendment generally, any repeal or amendment of this Article which is adverse to any director or officer

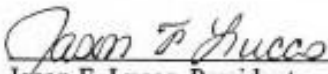


shall apply to such director or officer only on a prospective basis, and shall not reduce any limitation on the personal liability of a director of the Association, or limit the rights of an Indemnitee to indemnification or to the advancement of expenses with respect to any action or failure to act occurring prior to the time of such repeal or amendment. Notwithstanding any other provision of these Bylaws, no repeal or amendment of these Bylaws shall affect any or all of this Article so as either to reduce the limitation of directors' liability or limit indemnification or the advancement of expenses in any manner unless adopted by the unanimous vote of the directors of the Association then serving; provided that no such amendment shall have retroactive effect inconsistent with the preceding sentence.

10.04. Changes in Pennsylvania Law. References in this Article to Pennsylvania law or to any provision thereof shall be to such law (including without limitation to the Directors' Liability Act) as it existed on the date this Article was adopted or as such law thereafter may be changed; provided that (a) in the case of any change which expands the liability of directors or limits the indemnification rights or the rights to advancement of expenses which the Association may provide, the rights to limited liability, to indemnification and to the advancement of expenses provided in this Article shall continue as theretofore to the extent permitted by law; and (b) if such change permits the Association without the requirement of any further action by members or directors to limit further the liability of directors or limit the liability of officers or to provide broader indemnification rights or rights to the advancement of expenses then the Association was permitted to provide prior to such change, then liability thereupon shall be so limited and the rights to indemnification and the advancement of expenses shall be so broadened to the extent permitted by law.

ADOPTED this 13<sup>th</sup> day of February, 2015.

  
Attest

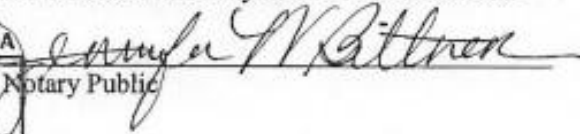
  
Jason F. Lucas, President

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF CENTRE :

On this 13<sup>th</sup> day of February, 2015, before me, a Notary Public, personally appeared Jason F. Lucas, who acknowledged/himself to be the President of Wolf Run Land Owners Association, Inc., the foregoing corporation, and that, as such officer, is authorized by said corporation to execute the foregoing instrument for the purposes therein contained.

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

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Jennifer H Eltner, Notary Public  
State College Boro., Centre County  
My Commission Expires March 19, 2016

  
Notary Public



**HURLEY**  
REAL ESTATE & AUCTIONS

**AERIAL**





OWNED BY:

**Estate of Evelyn Sylvia Albin**

LOCATED AT:

**542 Eleven Rd, Karthaus, PA 16845**

1. **Highest Bidder** | The highest and best bidder shall be the Buyer. The Seller, however, reserves the right to reject any and all bids and to adjourn the sale to a subsequent date. The Auctioneer has the sole discretion of setting bidding increments. If any disputes arise to any bid, the Auctioneer reserves the right to cause the property to be immediately put up for sale again.
2. **Real Estate Taxes/Utilities** | All real estate taxes and utilities shall be pro-rated between the Buyer and Seller to the date of settlement on a fiscal year basis. All real estate taxes for prior years have or will be paid by the Seller.
3. **Transfer Taxes** | Seller shall pay 1/2 of the realty transfer tax and Buyer shall pay 1/2 of the realty transfer tax, provided, however that the Buyer shall be responsible for any additional transfer taxes imposed.
4. **Terms** | \$5,000 or — % handmoney, either in the form of cash, cashier's check, certified check, or personal check at the discretion of the Seller(s) when the property is struck down, and the balance, without interest, on or before **October 12, 2026** when a special warranty deed will be delivered and actual possession will be given to Buyer. The Buyer shall also sign this agreement and comply with these terms of sale. Buyers Premium of 10 % plus the bid price shall establish purchase price.
5. **Forfeiture** | The time for settlement shall be of the essence. If the Buyer fails to comply with these terms of sale, Seller shall have the option of retaining all deposit monies or other sums paid by Buyer on account of the purchase price as Seller shall elect: (a) as liquidated damages, in which event Buyer and Seller shall be released from further liability or obligation and this agreement shall be null and void, or (b) on account of the purchase price, or as monies to be applied to Seller's damages as Seller may elect.
6. **Marketable Title** | A good and marketable title will be given free and clear of all liens and encumbrances. The real estate is being sold subject to restrictions and rights-of-way of record in the Centre County Courthouse and which may be visible by inspection of the premises.
7. **Risk of Loss** | Seller shall maintain the property grounds, fixtures and any personal property specifically sold with the property in its present condition, normal wear and tear excepted. Seller shall bear the risk of loss for fire or other casualties until the time of settlement. In the event of damage by fire or other casualty to any property included in this sale that is not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this agreement and promptly receiving all monies paid on account of the purchase price or of accepting the property in its then condition, together with the proceeds of any insurance obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in the property as of the time of execution of this agreement.
8. **Warranty** | The Buyer expressly acknowledges and understands that the Buyer is buying the property in its present condition and that the Seller makes no representation or warranty of any kind whatsoever with regard to the condition of the premises or any components thereof, including but not limited to, the roof, the electrical system, the plumbing system, the heating system, or any other part of the structure, or any of the improvements on the land.
  - A. **Radon** | Seller has no knowledge concerning the presence or absence of radon. The Seller makes no representation or warranty with regard to radon or the levels thereof.
  - B. **Lead-Based Paint** | If the house was built before 1978, the house may have lead-based paint. Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing and has no reports or records pertaining to lead-based paint and/or hazards in the housing. A lead-based pamphlet "Protect Your Family from Lead in Your House" has been given to Buyer. Buyer waives any ten (10) day lead-based paint assessment period.
  - C. **Environmental Contamination** | Seller is not aware of any environmental contamination on the land.
  - D. **Home Inspection** | Buyer has inspected the property. Buyer understands the importance of getting an independent home inspection and has thought about this before bidding upon the property and signing this agreement.
  - E. **Fixtures and Personal Property** | Included in the sale and purchase price are all existing items permanently attached to the property, including but not limited to plumbing, heating, lighting fixtures (including, if present upon the property, chandeliers and ceiling fans; water treatment systems; pool and spa equipment; garage door openers and transmitters; television antennas; shrubbery, plantings and unpotted trees; any remaining heating and cooking fuels stored on the property at the time of settlement; wall to wall carpeting; window covering hardware, shades, blinds; built-in air conditioners; built-in appliances; and the range/oven unless otherwise stated). No warranty is given to Buyer as to the working/functional condition of fixtures and/or personal property. All personal property will be removed at Seller's discretion, if items are not removed they become the responsibility of the Buyer.
  - F. **Ventilation/Mold** | The Seller makes no representations or warranties with regard to mold or the absence of mold, adequate or inadequate air exchange or ventilation, or any other matters of home construction wherein mold may be present in the real estate.
  - G. **"AS IS"** | The property is being sold "AS IS" at the time of sale and at the time of the settlement. The Fiduciary/Seller herein makes no representations or warranties as to the condition of the real estate. The Purchaser accepts the property "AS IS". The purchaser waives any claims for any liability imposed through any environmental actions. This agreement shall survive closing. A Seller's disclosure has been made available to Buyer prior to the public auction and shall be exchanged by Buyer and Seller upon the signing of this agreement. If the Seller is an estate, the personal representative(s) will not deliver a disclosure to Buyer inasmuch as they are not required by law.
9. **Financing** | Buyer is responsible for obtaining financing, if any, and this contract is in no way contingent upon the availability of financing.
10. **Settlement Considerations** | The Seller will not pay points, settlement costs, or otherwise render financial assistance to the Buyer.
11. **Dispute Over Handmonies** | In the event of a dispute over entitlement of handmoney deposits, the agent holding the deposit may either retain the monies in escrow until the dispute is resolved or, if possible, pay the monies into the County Court to be held until the dispute is resolved. In the event of litigation for the return of deposit monies, the agent holding handmoney shall distribute the monies as directed by a final order of the court or a written agreement of the parties. Buyer and Seller agrees that, in the event any agent is joined in the litigation for the return of deposit monies, attorneys fees and costs of the agent will be paid by the party joining the agent.
12. This agreement shall survive closing.
13. This agreement may be signed and transmitted by email.
14. Buyer and Seller agrees that Hurley Auctions and Hurley Real Estate and Auctions may collaborate on any aspect of this contract. The scope of collaboration shall include but is not limited to the negotiation, advertising, execution, sharing of resources, sharing of fees, and performance of any aspect whatsoever of the contract.



### RESIDENTIAL LEAD-BASED PAINT HAZARDS DISCLOSURE FORM

LPD

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR)

#### THIS FORM MUST BE COMPLETED FOR ANY PROPERTY BUILT PRIOR TO 1978

1 **PROPERTY** 542 Eleven Rd, Karthaus, PA 16845

2 **SELLER** Estate of Evelyn Sylvia Albin

3 **LEAD WARNING STATEMENT**

4 Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such

5 property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead

6 poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient,

7 behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest

8 in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or

9 inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for

10 possible lead-based paint hazards is recommended prior to purchase.

11 **SELLER'S DISCLOSURE**

12 ☒ Seller has no knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property.

13 ☐ / ☐ Seller has knowledge of the presence of lead-based paint and/or lead-based paint hazards in or about the Property. (Provide the

14 basis for determining that lead-based paint and/or hazards exist, the location(s), the condition of the painted surfaces, and other

15 available information concerning Seller's knowledge of the presence of lead-based paint and/or lead-based paint hazards.)

16

17 **SELLER'S RECORDS/REPORTS**

18 ☒ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in or about the Property.

19 ☐ Seller has provided Buyer with all available records and reports regarding lead-based paint and/or lead-based paint hazards in

20 or about the Property. (List documents): \_\_\_\_\_

21

22 Seller certifies that to the best of Seller's knowledge the above statements are true and accurate. DATE 06/24/26

23 **SELLER** Barbara Rose Carrillo DATE \_\_\_\_\_

24 **SELLER** Eric Eugene Albin 06/25/26 DATE \_\_\_\_\_

25 **SELLER** \_\_\_\_\_ DATE \_\_\_\_\_

26 **BUYER** \_\_\_\_\_

27 **DATE OF AGREEMENT** \_\_\_\_\_

28 **BUYER'S ACKNOWLEDGMENT**

29 ☐ / ☐ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home* and has read the Lead Warning Statement.

30 ☐ / ☐ Buyer has reviewed Seller's disclosure of known lead-based paint and/or lead-based paint hazards and has received the records

31 and reports regarding lead-based paint and/or lead-based paint hazards identified above.

32 Buyer has (initial one):

33 ☐ / ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of

34 lead-based paint and/or lead-based paint hazards; or

35 ☐ / ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based

36 paint hazards.

37 Buyer certifies that to the best of Buyer's knowledge the statements contained in Buyer's acknowledgement are true and accurate.

38 **BUYER** \_\_\_\_\_ DATE \_\_\_\_\_

39 **BUYER** \_\_\_\_\_ DATE \_\_\_\_\_

40 **BUYER** \_\_\_\_\_ DATE \_\_\_\_\_

41 **AGENT ACKNOWLEDGEMENT AND CERTIFICATION**

42 **KMH** Agent/Licensee represents that Agent has informed Seller of Seller's obligations under the Residential Lead-Based-Paint

43 Hazard Reduction Act, 42 U.S.C. §4852(d), and is aware of Agent's responsibility to ensure compliance.

44 The following have reviewed the information above and certify that the Agent statements are true to the best of their knowledge and belief.

45 Seller Agent and Buyer Agent must both sign this form.

46 **BROKER FOR SELLER (Company Name)** Hurley Real Estate and Auctions

47 **LICENSEE** Kaleb Hurley Kaleb Hurley DATE \_\_\_\_\_

48 **BROKER FOR BUYER (Company Name)** \_\_\_\_\_

49 **LICENSEE** \_\_\_\_\_ DATE \_\_\_\_\_





***Acceptable Methods of Payment***

1. **Cash** (payments of \$10,000 and above require completion of IRS Form 8300).
2. **Certified or Cashier's Check** payable to Hurley Auctions.
3. **Personal Check** accompanied by a **Bank Letter of Guarantee** (see sample below). Letter must read as follows and must be signed by an officer of the bank.
4. **Wire Transfer** | There is a \$30.00 wire fee added to all transactions paid by buyer. Please call our office for additional information.

***Example Bank Letter of Guarantee:***

Date: (Date of letter)

To: Hurley Real Estate and Auctions  
2800 Buchanan Trail East  
Greencastle, PA 17225

Re: (Full name of customer requesting Letter of Guarantee)

This letter will serve as your notification that the (Name of Financial Institution) will honor/guarantee payment of any check(s) written by (Customer), up to the amount of \$\_\_\_\_\_.

Drawn on account # (Customer's account number).

This guarantee will apply only to Hurley Real Estate and Auctions for purchases made on (Date of Sale) only. **NO STOP PAYMENTS WILL BE ISSUED.**

If further information is required, please feel free to contact this office.

Sincerely,

Name of Officer  
Title  
Bank & Location  
Office Phone #



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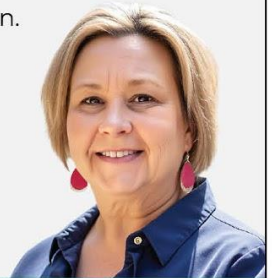
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## SETTLEMENTS



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[clint@kullalaw.com](mailto:clint@kullalaw.com)



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## ABOUT US

***Thank you for inquiring about our services. We appreciate your interest in our company and the auction method of marketing.***

Hurley Real Estate and Auctions is a full-service auction company offering real estate and personal property auctions. We specialize in farm, land, and home real estate auctions. We also handle personal property auctions, farm sales, and estate and/or business liquidations. Having sold over 3,000 properties, Hurley Real Estate and Auctions has vast experience selling real estate and is the first choice for the Mid-Atlantic region.

Hurley Real Estate and Auctions is a family company built on the main mantra: helping hands for all lands. We are proud to extend our personal touch service, regional focus, and diverse experience as we earn the right to be your trusted auction partner.

Our mission is to provide a better way to sell and buy real estate. We lead with integrity, experience, and transparency to deliver excellent results with every auction.



Matthew Hurley AU003413L • Kaleb Hurley AU006233 • AY002056  
Matthew Hurley, Broker: PA RM421467; MD 597462; WV WVB230300885  
Kaleb Hurley, Agent: PA RS360491; MD 5009812