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PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS
FOR LAUREL GREENS, SECTION FOUR PLAN OF LOTS

AS RECORDED IN PLAN BOOK VOL. 89, PAGES 1779 THROUGH 1782,
INCLUSIVE, LAID OUT BY ADAM EIDEMILLER, INC., A PENNSYLVANIA
CORPORATION, SUCCESSOR BY MERGER TO EIDEMILLER ENTERPRISES, INC.,
AND SITUATE IN THE TOWNSHIP OF UNITY, COUNTY OF WESTMORELAND, AND
COMMONWEALTH OF PENNSYLVANIA.

The undersigned,

ADAM EIDEMILLER, INC.,

(hereinafter referred to as "Developer"), being the owner of all
of the lots or parcels of land in the above referenced Plan of
Lots, recorded as aforesaid, does, for itself, its successors and
assigns, hereby declare that all of the lots and land contained
in the Laurel Greens, Section Four, Plan of Lots, shall be
subject to the following covenants, restrictions, conditions,
exceptions and reservations, which shall be construed as
covenants running with the land, and which shall be binding upon
and inure to the benefit of the present owner of the lots and
land in the Plan, as well as any grantee, grantees, lessee,
lessees, user, or users of the lots or land, to whom the lots or
land contained in the Plan may hereafter be sold, transferred,

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conveyed, leased, or used, and their respective heirs, executors, administrators, successors and assigns. Adam Eidemiller, Inc. may designate an agent to act on its behalf, and accordingly, all references to "Developer" shall include a reference to its designated agent, if any.

The undersigned, who is the present owner of the land, reserves to itself, as well as to any future grantee or grantees, or anyone of them, or their heirs, executors, administrators, successors, and assigns, the right, by an injunction or otherwise, as may be deemed appropriate, to enforce observance or to restrain threatened violations of the restrictions, covenants, conditions, exceptions and reservations contained herein. In addition, and with respect to that portion of Restrictive Covenant No. 8 which requires each property owner in the Plan to be responsible for maintaining all drainage ditches and swales located on their respective lots in substantially the same condition the ditches and swales were in at the time the lot was acquired, any present owner of lots or parcels of land in the Laurel Greens, Section Two Plan of Lots (recorded in Plan Book Vol. 86, page 269) or in the East High Acres, Eighth Addition Plan of Lots (recorded in Plan Book Vol. 76, page 51), which lots lie downgrade and to the East and South of Lots Nos. 9, 10, 11, 12, or 13 in the Laurel Greens, Section Four Plan of Lots, as

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well as any future grantee or grantees of those lots or parcels of land which lie downgrade and to the East and South of the aforementioned lots in the Laurel Greens, Section Four Plan of Lots, or any one of them, or their heirs, executors, administrators, successors, and assigns, shall have the right, by injunction or otherwise, as may be deemed appropriate, to enforce observance of or to restrain threatened violations of that portion of Restrictive Covenant No. 8.

All of the covenants, restrictions and other provisions herein shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, i.e., until

JULY 31, 2014,

and at the expiration of said 25-year period, they shall be automatically renewed for successive periods of twenty-five (25) years unless and until affirmative action is taken by the owners of the majority of the lots in the Plan in order to amend, revise, revoke or repeal any or all of said restrictions. The affirmative action referred to herein shall consist of a petition, setting forth in reasonable detail the nature of the revisions, revocation or repeal, which must be signed by the majority of the owners of the lots in the Plan, and each owner's signature contained on the petition shall be required to be

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acknowledged before a notary public (or other officer authorized to administer oaths), and the petition shall thereafter be forthwith recorded in the Recorder of Deeds' Office in and for Westmoreland County, Pennsylvania, and a copy of said recorded petition shall be forthwith sent by United States mail (postage prepaid) to each of the then owners in the Plan.

For the purposes of determining whether a majority of the then owners have taken the requisite affirmative action in order to revise or amend these covenants and restrictions, the following rules shall apply:

(a) A husband and wife owning a lot as tenants by the entirety shall be considered to be one owner, and both of their signatures shall be required on the petition in order to be counted as being in favor of any amendments or change;

(b) Persons owning any lot as tenants in common shall be considered as one owner, and all of their signatures shall be required on the petition in order to be counted as being in favor of any amendments or change;

(c) Persons owning any lot as tenants with the right of survivorship shall be considered as one owner, and all of

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their signatures shall be required on the petition in order to be counted as being in favor of any amendments or change.

Invalidation of any one or more of these covenants and restrictions, by a final judgment entered by a Court of record, shall have no effect upon the other provisions hereof, which shall remain in full force and effect.

The Developer reserves to itself the right during the first five (5) years of the initial term (i.e., until July 31, 1994) to prepare and record further covenants and restrictions which are not inconsistent herewith, as it may deem advisable for the maintenance, use, conservation and beautification of the lots in the Plan and for the health, comfort, safety and general welfare of the owners of said lots, PROVIDED, HOWEVER, that all grantees who may have acquired lots in the Plan prior to the date of any such amendment must join in and consent with the Developer to the change.

The restrictions, conditions, covenants, exceptions and reservations are as follows:

1. All of the lots within the Plan are hereby designated as residential lots with no structures to be erected

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thereon other than one single family dwelling. If a dwelling is a one and one-half (1½) or two (2) story dwelling, then it shall contain no less than 1,200 square feet per floor; if the dwelling is a one story or split level dwelling, then it shall contain no less than 2,000 square feet on one of the levels; the number of square feet herein referred to shall not include appurtenances, porches, garages, or basements.

Each dwelling shall include an attached or integral garage with the capacity of not more than three cars. The single family dwelling and garage may be constructed of any recognized building material (except that no concrete block shall be exposed above ground level), and in no event shall the exterior surface of the first or ground floor of any dwelling or garage have affixed thereto any aluminum siding or other imitation siding. Said dwelling and garage shall be used strictly for residential purposes, with no trade, business activity or commercial business or "home occupation" of any kind whatsoever to be conducted on said premises.

2. No lot or house may be divided or subdivided into a smaller lot or house, nor may any portion of any house be added to or incorporated into another house, nor any portion less than all thereof sold or otherwise transferred. Nothing herein shall

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be construed to prevent a single family dwelling and garage to be erected on two contiguous lots.

Notwithstanding anything contained herein, the Developer has the right to divide or subdivide any lot and to use any houses owned by it for models and for sales offices and administrative offices.

3. No building or part of any building shall be constructed within thirty (30) feet of the right of way line of the street abutting said lot, nor within fifteen (15) feet of the said sidelines of said lot. That portion of each lot which lies between the 30-foot building line and the right of way line of the street shall not be used for any purposes other than walks and drives, trees and shrubbery, flowers or other ornamental plants having the purpose of beautifying the premises.

4. Any fences erected thereon shall be ornamental and not more than three feet in height and shall not extend closer or nearer to the street than the front building lines.

5. Each dwelling unit constructed within the Plan shall have erected on the lot an outside lamp and lamp post at or near the lot line, which said lamp and lamp post shall be erected

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not later than one year from the date of completion of the dwelling unit on said lot.

6. No structure of a temporary character, including but not limited to a trailer, tent, shack, barn or other outbuilding shall be erected or maintained on any lot (except by the Developer in completing the development or by a contractor who is actively engaged in erecting a dwelling). In addition, no garage may be used, either temporarily or permanently, as a residence.

7. No livestock of any kind, including fowls, shall be kept on said lot or any dwelling or garage, excepting domestic pets which shall not exceed two per dwelling house. Any doghouse must be located immediately contiguous to the main dwelling house or to the garage.

8. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. All trash, garbage, grass clippings and other waste shall be kept only in sanitary containers which shall be kept and maintained so that they cannot be readily observed from the street. Each property owner in the Plan shall be responsible for maintaining

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his or her lot in a reasonably clean condition, free of debris, brush and weed growth, and shall also be responsible for maintaining all drainage ditches and swales located on their respective lots in substantially the same condition the drainage ditches and swales were in at the time the lot was acquired.

9. No topsoil or dirt excavated from said lot during the course of construction of the dwelling house and garage thereon shall be removed from the Laurel Greens, Section Four Plan of Lots without the permission of the Developer, Adam Eidemiller, Inc., or its designated agent, first had and obtained.

10. No sign of any kind shall be displayed to the public view on any lot except signs of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Developer to advertise the property during the construction and sales.

11. Construction of all dwelling houses must be commenced within one year from the date of the conveyance of the lot; provided, however, that an extension of time may be granted by the Developer at its sole option. Construction of all dwelling houses must be completed within eighteen months from the

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time ground is broken at the commencement of construction, and the front, sides and area extending no less than twenty (20) feet to the rear of all houses on all lots must be either seeded or sodded within six months of the completion of the construction of the house or during the next immediate growing season after the completion of construction.

12. Within one year of the occupancy of the building all driveways must be paved with either asphalt, shot and chip, concrete, brick or a material approved by the Developer. In addition, all sidewalks or entrance walks leading from the street or driveway to the dwelling or garage must likewise be paved within one year of the occupancy of the dwelling.

13. No occupancy of an uncompleted dwelling (including a foundation) shall be permitted.

14. No recreational vehicle or boat may be parked on any street in the Plan or closer to the street than the rear of any lot. No truck regularly used for commercial purposes, nor any other vehicular equipment (including but not limited to any unlicensed vehicle) shall be parked on the lot or on any street in the Plan.

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15. No above-ground swimming pools may be installed or maintained on any of the lots at any time, either before or after the construction of a single family dwelling is completed.

16. No building, fence, wall or structure shall be commenced, erected or maintained upon the lots, nor shall any exterior addition to, or change or alteration be made to any structure, including the house, until the plans and specifications showing the design, nature, kind, shape, dimensions, materials and location of a building structure, fence, wall or any exterior addition to or change or alteration shall have been submitted to, and approved in writing by the Developer (or its designated agent) as to the harmony of exterior design and location in relation to the surrounding structures and topography. In the event Developer fails to approve or disapprove such design and/or location within sixty (60) days after said plans and specifications have been submitted to it, approval shall not be required, and this section shall be deemed to have been fully complied with. This section shall apply to dwelling houses constructed as new dwelling houses at their inception and to any changes, alterations or additions planned to be made to a house after the original construction has been completed. The Developer (or its designated agent) shall not arbitrarily withhold approval of any such plans or

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specifications; if disapproved, Developer (or its designated agent) shall be required, within the said 60-day period, to furnish to the lot owner reasonably detailed written objections for the disapproval.

17. No lot or tract within the Plan shall be used as a route for ingress, egress or regress to and from contiguous property not within the Plan or as a public street or private road.

18. All streets, lanes and alleys contained within the Plan, and all of the lots contained within the said Plan, shall be subject to an easement and right-of-way for the construction, reconstruction, repair, removal and maintenance of a line or lines of water pipe, gas pipe or sewer pipe, and a line or lines of poles, wires and guys, which said easements and rights of way may be utilized for the purposes of supplying water, gas, electricity, telephone service, cable television and sewage, for use by the owners of the lots in the Plan, with the right of ingress, egress and regress and without liability for damage to the lot owners.

19. All of the lots in said Plan, and all streets, lanes and alleys, shall be subject to an easement and

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right-of-way for water lines and sewer lines as shown on the Plan.

DATED this 1st day of AUGUST, 1989.

ADAM EIDEMILLER, INC.

By 

Name: Wilmer P. Eidemiller
Title: President

Attest:



Name: Anna Mary E. MacPhail
Title: Secretary

PERMANENT

[CORPORATE SEAL]