

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made and executed this 23rd day of November, 1993, by ANTHONY L. HIMES and MARY W. HIMES, husband and wife, (hereinafter collectively referred to as the "Declarants").

WITNESSETH:

WHEREAS, Declarants are the owners of certain property located in Logan Township, Blair County, Pennsylvania, consisting of 49 lots in the plan of lots for Ivyside Estates as prepared by Gabriel L. Pelligrini, R.S., dated January 31, 1992, as revised on March 18, 1992.

NOW, THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. Nothing but one (1) single family private dwellings or a residence designed for occupancy by one family shall be erected on any of said lots, nor shall said premises be used for any purposes other than residential purposes.
2. No single family dwelling erected on any lot shall contain more than two-and-one-half (2 1/2) floors and the total height of said dwelling shall not exceed thirty-five feet (35') to be measured from the top of the basement level of said dwelling, and said basement level is to be that level which is wholly or substantially below ground.
3. The exterior of all houses and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies, or natural calamities.
4. No building, pool, facility or structure or any addition thereto, or any part or projection thereof shall be erected on a lot beyond the building restriction line of said lot as indicated on the Plan of Lots.
5. No excavation of stone, gravel, or earth shall be made upon any lot except for basements, cellars, retaining walls, landscaping and driveways.
6. Within one (1) month after completion of a dwelling on a

lot, debris and waste material remaining on the ground shall be picked up and disposed of. Within one (1) year after the completion of a dwelling on a lot, said lot shall be landscaped, including the seeding of bare earth, in a workmanlike manner.

7. Each lot owner shall construct and maintain suitable and adequate parking space on his lot for parking of his vehicles and the parking of vehicles of his guests so that said vehicles when parked shall not obstruct or interfere with vehicular travel on any of the roadways.

8. No trailer, shed, or other temporary or movable building or facility shall be erected or maintained on any lot except as may be reasonably necessary for a short period of time for use in aiding the erection of a dwelling on said lot, and in no event shall said trailer, shed or other temporary movable building or facility be maintained on a lot after completion of said dwelling.

9. No trailer, basement of a partially completed dwelling, tent, garage, barn, shed, structure or facility erected or maintained on any lot shall at any time be used as a residence.

10. No lot shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other waste of any type be allowed to accumulate on said lot. Said rubbish, garbage, or other waste shall be kept in sanitary containers, and all such containers or incinerators or other equipment used for the storage or disposal of said material shall be kept in a clean and sanitary condition and located in as inconspicuous a place as possible.

11. No fowl, swine, cattle, sheep, goats, horses, or other domestic or wild animals shall be kept or maintained on any lot. This restriction shall not apply to dogs, cats, or other small domestic animals, generally considered as pets, so long as said dogs, cats, or other small domestic animals are of a quiet and unoffensive nature.

12. No obnoxious or offensive use shall be made of any lot, nor shall any offensive trade or activity be carried on upon any lot, nor shall any activity of any nature whatsoever be conducted on a lot which may constitute a nuisance.

13. No profession, trade, business, commercial or industrial activity, or any part thereof, may be carried on in any residence or structure or upon the lot and no suppliers or equipment for any such trade, business, commercial or industrial activity may be placed or stored either temporarily or permanently on said lot.

14. Lines or appliances of any type designated for the purpose of drying laundry shall be erected and maintained in as inconspicuous a place as possible.

15. No mobile homes shall be erected or maintained on any lot.

16. No signs or billboards of any character shall be erected, pasted or posted or displayed upon any, or about the lot, except a small sign advertising a property for sale, and except that Declarant, their successors and assigns, as developers of the tract or adjacent tracts shall have the right to erect and maintain signs and control their size and height regarding the development of said lots or adjacent lands.

17. No lot shall be subdivided or its boundary lines changed except to create one building site of two or more lots or the use as a building site of portions of two or more lots, in which case, easements may be changed where they are no longer necessary, and building restriction lines can be changed, so long as the minimum building restrictions are provided for the new lot.

18. No structure of any kind shall be erected, placed or altered on any lot until construction plans and specifications and a plan showing the location of any structure shall have been approved in writing by a duly authorized representative of Declarant, or its Assignee. Said construction plans and specifications must be approved or disapproved within fifteen (15) days from the date of submission of same for consideration. In the event that a written disapproval is not received within said fifteen (15) day period, said construction plans and specifications shall be deemed to have been approved.

19. The building contractor must be approved in writing by a duly authorized representative of Declarant, or its Assignee.

20. No residence or combination residence and garage shall be erected upon any such lot, the cost or fair market value of which is less than \$140,000.00, measured in terms of the purchasing power of 1993 United States dollars. Said cost or value in terms of said 1993 dollars shall be determined by reference to U.S. Government statistics relating to comparative dollar values with particular reference to the comparative costs of building construction.

21. No separate garages shall be erected.

22. No antenna or satellite dish of any kind on a lot shall be displayed to public view.

23. No above ground swimming pools shall be erected or maintained on any lot.

24. There is reserved certain perpetual, alienable and releasable easements over, upon, across and under each lot for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity,

telephone equipment, gas, sewer, water, or other public convenience or utilities.

25. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarants, their legal representatives, heirs, successors and assigns, for a period of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended or terminated during any such ten (10) year period of extension by an instrument signed by not less than seventy-five (75) percent of the then owners of said lots. Any such amendment or termination must be recorded with the Recorder of Deeds of Blair County.

26. Violation of any restrictions or conditions or breach of any covenant herein contained shall give the Declarants, in addition to all other remedies, the right to enter upon the property or as to which such violation or breach consists and summarily to abate and remove at the expense of the owner thereof any erection, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof; the Declarants shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal, nor be liable for any damages occasioned thereby.

27. Since it is impossible to measure in money the damages which will accrue by reason of a violation of any of the provisions of this Declaration, if the Declarants shall institute any action or proceedings to enforce any provisions contained in this Declaration, any person against whom such action or proceeding is brought shall be deemed to waive the claim or defense therein that the Declarants have an adequate remedy at law, and such person shall not urge in any such action or proceeding the claim or defense that such remedy at law exists. This remedy of specific performance shall be in addition to any and all remedies available to the Declarants at law or in this Declaration.

28. Failure by the Declarants, however long continued, to object to any violation, or to enforce any restriction, condition, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or to one occurring prior or subsequent thereto.

29. If one or more of the restrictions, covenants and conditions contained herein shall be invalid or unlawful, it shall not affect the validity or enforceability of the remaining restrictions, covenants or conditions.

30. There will be no fences except those surrounding an inground swimming pool.

31. The owner must, within thirty-six (36) months of date of purchase, build an approved residential dwelling upon the premise or in lieu thereof landscape the entire premise with appropriate seeding and shrubs and/or trees normally associated with residential development.

32. There are certain lots that contain areas of wetlands as designated by the U. S. Army Corps of Engineers. These areas cannot be built upon nor disturbed or filled in any fashion unless a permit from the U. S. Army Corps of Engineers is obtained.

33. The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by The Himes Construction Co., its legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned, being all of the Declarants herein, have hereunto set their hands and seals on the day and year first above written.

WITNESS:

[Handwritten signatures of witnesses]

Anthony L. Himes

Anthony L. Himes
Mary W. Himes

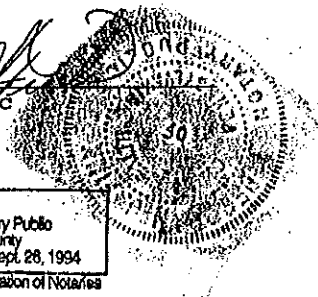
Mary W. Himes

STATE OF PENNSYLVANIA *
COUNTY OF BLAIR *

On this, the 23 day of November, 1993, before me, the undersigned officer, personally appeared ANTHONY L. HIMES and MARY W. HIMES, husband and wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Deborah J. Fink
Notary Public



Notarial Seal
Deborah J. Fink, Notary Public
Allegheny County
My Commission Expires Sept. 28, 1994
Member, Pennsylvania Association of Notaries

Recorded November 23, 1993 at 2:52 P.M.

Wilfred L. Garay, Recorder.