

NORTHUMB
REC OF DEEDS
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RECORDED: The _____ day of _____, 19____
at _____ o'clock _____, m.

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NORTHUMBERLAND COUNTY MAP FILE NO. _____

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LOCAL TAX

GENERAL PROTECTIVE COVENANTS

RESTRICTIONS AND COVENANTS RUNNING WITH THE LAND OF JOHN FOGARTY DEVELOPMENT CORPORATION IN THE SUBDIVISION OF ROLLING RIDGE PRD PHASE III IN MILTON BOROUGH, NORTHUMBERLAND COUNTY, PENNSYLVANIA

Every lot sold in the Rolling Ridge PRD Phase III, Milton Borough, Northumberland County, Pennsylvania shall be sold subject to the following restrictions and covenants running with the land, and no deed shall be made without them, or with any different restrictions or covenants running with the land. These restrictions and covenants may be enforced either by the subdivider, the Rolling Ridge Association, the Borough of Milton or any lot owner who purchases a lot in the Rolling Ridge PRD Phase III, the plot of which is attached hereto and made a part hereof.

All deeds shall be made, SUBJECT, HOWEVER, to the following restrictions and covenants running with the land, which shall form a part of the consideration and are real covenants running with the land and binding upon the parties and Grantees, their heirs, executors, administrators and assigns.

1. **Term:**

These restrictions and covenants shall be binding on the parties hereto and their heirs and assigns for the term of ten (10) years, after which time said covenants shall be automatically extended for successive periods of ten (10) years, each, unless and until an instrument signed by two-thirds (2/3) of the then lot owners has been recorded in Northumberland County, in which these covenants are changed in whole or in part.

2. **Building Site:**

A building site shall be any one or more lots as shown on the recorded plan of the Rolling Ridge PRD Phase III.

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3. **Uses:**

No building, now or hereafter, shall be erected for or used or occupied as a public garage, manufacturing establishment, public store, or for any offensive malodorous occupation, or be used for any purpose other than a private single family dwelling with a private garage for storage and protection of automobiles and any other machinery incidental to private residential use, and no goods or merchandise of any kind shall be sold upon any lot, nor shall the owner of any lot carry on or permit any matter or thing which shall be a nuisance or offensive to the neighborhood. No basement, garage or other building, other than guest houses and servants quarters erected on the building site shall be used for human habitation temporarily or permanently; provided, however, that a basement may be used for this purpose as a portion of a completed main building of which it is a portion.

4. **Setbacks:**

No building or other structure appurtenant to a building, porch or garage, shall be built closer to any street, easement or right-of-way line than that shown in the Setback Schedule.

Setback Schedule: Phase III Single-Family

Rolling Ridge Drive - Front = 50' Minimum

All Other Streets - Front = 30' Minimum

- Side = 12' Minimum (24 Aggregate)

- Rear = 30' Minimum

Phase III Multi-Family

Golf Course Road and Rolling Ridge Drive - Front = 50' Minimum

Woodsedge Drive and Woodsedge Court - Front = 30' Minimum

- Side = 12' Minimum (24
Aggregate)

From Common Area - Rear = 5' Minimum

(Minimum 30' From Tract Perimeter)

5. **Signs:**

With the exception of signs erected by the developer, or its designee, no sign of any kind shall be displayed to the public view on any lot other than one sign per lot, which signs may be displayed as (1) an advertisement for the sale or rental of the particular property on which it is affixed or (2) for a builder while the building is in the process of construction. Not more than one such sign shall be displayed on any one lot, nor shall any sign be larger than four (4) square feet.

6. **Trailers, Motor Homes, Mobile Homes, Boats:**

No mobile home, motor home, trailer, pickup camper or boat shall be permitted to occupy a lot or part thereof, or driveway thereon unless the same is kept inside of a garage. Temporary parking for a period not to exceed seventy-two (72) hours for the above-mentioned vehicles shall be permitted.

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7. **Building Area:**

All building erected on any lot as private single family dwellings shall have a minimum first or ground floor area, outside dimensions, exclusive of garage and porch areas, of fourteen hundred (1,400) square feet in the case of single story or split level or bi-level dwellings, of nine hundred seventy-five (975) square feet ground floor area in the case of one and one-half story dwellings and of eight hundred seventy-five (875) square feet ground floor area in the case of two-story dwellings. On multi-family lots, eight hundred (800) square feet minimum of living space is allowable for a portion of the dwelling units provided 75% of the units on that lot exceed one thousand (1,000) square feet per unit.

8. **Design and Approval:**

All buildings, fences, pools, hedges, and ornamental plantings to be erected or placed upon any lot or lots shall be of an attractive design and appearance, and no boundary fence, hedge or other marker shall be of a height in excess of six (6) feet. All fences erected upon any lot shall be erected in such a fashion as to have the finished side thereof facing the exterior of the lot or lots. The use of chainlink fence or other wire fencing is prohibited in front yards within the development and discouraged in rear yards. Prior to the erection of any fence, hedge or other boundary marker, the property owner shall obtain the written approval of the review committee.

9. **Protection of Grass and Trees and Erosion Control:**

Every property owner or builder who during the course of construction or other lot improvements or otherwise injures the grass, drainage courses, sidewalks or trees on any contiguous property shall within not more that six (6) months restore the same to the original condition; no property owner, during initial construction, shall remove or cause to be removed any trees on any lot except with the consent and approval of the developer. No sod or trees shall be removed from any lot unless and until this is immanently necessary for actual construction of buildings or improvements. Excess material from foundation and basement excavations shall be used within the subdivision at the discretion and direction of the developer for fill or other necessary improvements within the subdivision. Every effort shall be made to prevent erosion and storm run off onto adjacent streets and lots. All applicable regulations of the Pennsylvania Department of Environmental Resources governing soil erosion and sediment control shall be complied with.

10. **Underground Facilities:**

All property owners must use existing underground electrical, telephone, and television cable service facilities. No outside television or radio antennas shall be allowed. No property owner may install or use above-ground gas or fuel oil storage tanks unless the same are shielded from view by screening or landscaping. Satellite dishes shall be permitted provided that they are 24" or less in diameter and located in the rear yard and are not readily visible from the interior streets.

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11. **Easements:**

Easements for public utilities and drainage as shown on the attached plan of the Rolling Ridge PRD Phase III are reserved by the developer. The easements permit the entry of any authorized personnel for the construction, maintenance and repair of the said easements or improvements thereon.

12. **Water and Sewage:**

There shall be no on lot wells for potable water, or on lot sanitary sewage disposal system for any purpose. Disposal of sewage shall be accomplished by connection to sanitary sewer lines. No drainage other than sanitary sewage, is to be discharged into the sanitary sewer lines.

13. **Maximum Construction Period:**

The exterior construction work on every building and appurtenant structure on each lot shall be completed within not more than one (1) year from the date that it is begun; all rubbish and debris associated with the construction shall be removed during construction and by the end of the one (1) year construction period; and all disturbed soil on the lot shall be leveled to finish grade and permanently seeded and mulched with the one (1) year construction period.

14. **Inspections of Sewer and Drainage Lines:**

Before any lot owner covers any underground sewer line or drainage line on his lot or suffers or allows any such line on his lot to be covered from view, he shall have the installation of each sewer and drainage line inspected and approved by an authorized representative of the Milton Borough Municipal Authority.

15. **Nuisances:**

- (a) No rubbish, ashes, cuttings or debris of any kind shall be kept or dumped at the rear of or on any other location on any lot or common area.
- (b) There shall be no open fires, permitted on any lot. Outdoor fireplaces, if built, and all chimneys shall be properly screened to resist and retain sparks and prevent fires.
- (c) Regular trash disposal services shall be used for the disposal of all garbage and all other trash, with said disposal to occur on at least a weekly or more frequent basis, so that the same is not permitted to accumulate on any given lot.
- (d) Vehicle repairs are permitted inside garage areas only.

16. **Mineral Rights:**

No owner of any lot shall grant any mineral, coal or oil leases or conveyances thereof on any lot in the subdivision. Any such lease or conveyance shall be void at its inception.

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17. **Grantees Agreement:**

The Grantees in every conveyance of a lot in the Rolling Ridge PRD Phase III accept such conveyance subject to the restrictions, easements and covenants above set forth, and for themselves, their heirs and assigns, to and with the subdivider, and its successors and assigns, agree that they, the said Grantees and their heirs and assigns, shall faithfully observe and perform said covenants and restrictions running with the land and each of them; and that should the said Grantees or any person claiming under them violate or attempt to violate, or omit to perform any restriction or covenant, it shall be lawful for the developer and its successors and assigns, the Borough of Milton or any person owning a lot to institute and prosecute appropriate proceedings in law or equity for the wrong done or attempted.

18. **Homeowners Association Agreement:**

Every individual who purchases a lot in the Rolling Ridge PRD Phase III, Milton Borough, Northumberland County, Pennsylvania, agrees, by the purchase of said lot, to be bound by the terms of these restrictions. In addition thereto, all lot owners shall be members of the Rolling Ridge Homeowners Association, Inc., (the "Association") a non-profit corporation. As a member of said Association, all lot owners shall be bound by the By-Laws, rules and regulations of said Association, together with the attached Agreement of Restriction, said Agreement being attached hereto, made a part hereof by this reference and designated as Exhibit B.

19. **Driveways:**

All driveways must be paved within two (2) years of occupancy. Walkways in front yards must be hard surfaced with brick, stepping stone, concrete or other suitable material. (Asphalt walkways are prohibited).

20. **Basements:**

All visible concrete block must have a surface treatment such as parget or stucco. No exposed concrete block shall be permitted.

21. **Play Areas:**

On building lots, but excluding Common Areas owned by the Developer, its successors and assigns, all structures or areas designated exclusively for children's play shall be placed from view from the interior streets. This will typically dictate a rear yard location for such uses however; exceptions may be granted if appropriate screening and protection is provided. No skateboarding ramps of any kind are allowed on any lot or driveway.

22. **Gardening, Storage of Firewood and Clothes Drying:**

Vegetable gardening, storage of firewood and clothes drying is permitted only to the rear of the house. Firewood must be split and neatly stacked with a maximum size pile four

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(4) feet wide x eight (8) feet long and five (5) feet high. Scrap building materials, skids or pallets and uncut logs are prohibited. Storage buildings for lawn and garden equipment shall be permitted to a maximum size of eight (8) feet wide and ten (10) feet long. These must be located behind the house and within the setback requirements. Storage building design, construction and location must be approved by the "Review Committee". The color of the storage building must be similar to the color of the house.

23. **Site Plan:**

Prior to beginning construction on a lot a site plan shall be prepared by the developer and a landscape planner, or by the lot owner if they so wish, and submitted to the "Review Committee".

24. **Lot Usage:**

Each lot shall be used for residential purposes only, and only one (1) single family residential dwelling may be erected or maintained on each lot designated by the Tentative PRD plans for single family use. No more than the number of residential units designated by the tentative PRD plans for multi-family lots may be erected on those lots.

25. **Resubdivision:**

No lots may be resubdivided to make a smaller lot or lots, but may be resubdivided to make larger lots (2 lots replotted into one, three lots replotted into 2, etc.), provided this resubdivision meets current zoning regulations.

26. **Temporary Structures:**

No structure of a temporary nature, trailer, shack, basement, garage, barn or other out-building shall be used at any time as a residence temporary or permanent.

27. **Garages:**

All single family homes shall be required to include no less than a two (2) car garage and no more than a three (3) car garage. Garages must be an integral part of home structure. All homes are required to provide two (2) additional parking spaces in driveway (in addition to garages). Multi-family lots shall provide a minimum of two and one-half (2.5) parking spaces on lot per dwelling unit.

28. **Drainage and Water Retention:**

Every lot and/or individual development within Rolling Ridge PRD Phase III must conform to the requirements of the site and drainage plan, attached or available from the developer.

29. **Driveways:**

It is intended that driveway entrances be limited to one per single family lot and two per multi-family lot and designed in accordance with the Design Criteria.

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30. **Off-Street Parking:**

No parking shall be permitted on any street, lawn, median strip, public walkway, swale, berm or other unpaved area or at any place other than on the paved parking spaces. Each owner and tenant shall be responsible for compliance with the foregoing by his visitors.

31. **Roof Pitches:**

Roof pitches of 5/12 or greater are required, subject to "Review Committees" exclusive right to waive such provisions as in it's judgment is required by "special" circumstances and such waiver decision shall be final.

32. **Animals:**

No animals, livestock, horses or poultry of any kind shall be raised, bred or kept on the premises except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that there shall be kept on the premises no more than three (3) individual animals consisting of dogs and/or cats. All household pets must be kept inside during the night.

33. **Unlicensed Vehicles**

Unlicensed vehicles may not be parked or stored on the homeowner's lot unless the same is kept in a garage.

34. **Street Parking:**

No trucks (other than standard pickups), trailers, boats, motorcycles, recreational vehicles, motor homes, water vehicles, snowmobiles or other motor vehicles shall be parked, repaired or stored on any street overnight within Rolling Ridge PRD. No such vehicle or boat shall ever be parked on the Common Area.

35. **Common Areas:**

There shall be no use of the Common Areas and green areas except for natural recreational uses which do not injure the Common Areas or the vegetation thereon, increase the maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to Owners in the vicinity of the Common Areas and green areas.

36. **Recreation Vehicles:**

No all terrain vehicles or similar vehicles, go carts, mopeds, motorcycles, snowmobiles nor any other similar type of motorized vehicle shall be operated on any of the Common Areas within Rolling Ridge PRD. In the event any lot owners own any of these types

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of motorized vehicles, they shall, at all times, be stored inside the residence or garage and shall not be stored or parked on the exterior of any residence.

37. Validity:

The provisions of these restrictions and covenants shall be severable, and if any shall be held to be unconstitutional, invalid, or illegal, the decisions so holding, shall not be construed to effect the validity of any of the remaining portions of these covenants and restrictions would have been adopted had such unconstitutional, invalid or illegal provision not been included herein.

I hereby certify that this document is recorded in the Recorder's Office of North'd County, Pennsylvania.



Frederick F. Reed

Frederick F. Reed
Recorder of Deeds JOHN FOGARTY DEVELOPMENT CORPORATION

ATTEST:

Eleanor E. Fogarty
Eleanor E. Fogarty, Secretary

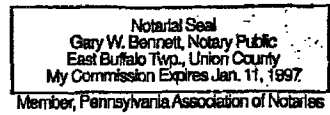
BY: *John T. Fogarty*
John T. Fogarty, President

(SEAL)

COMMONWEALTH OF PENNSYLVANIA :
: SS.:
COUNTY OF UNION :

On this, the 7th day of, August, 1995, before me, the undersigned officer, personally appeared John T. Fogarty, who acknowledged himself to be the President of John Fogarty Development Corporation, and acknowledged that the foregoing Plan of the Rolling Ridge PRD and the Restrictions and Covenants attached thereto are made with the free assent of John Fogarty Development Corporation and have been duly executed on behalf of the Corporation and by Eleanor E. Fogarty as Secretary for the purposes therein contained in order that the same might be recorded.

Gary W. Bennett
Notary Public



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