

VISTA ESTATES - PROTECTIVE COVENANTS

1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than 1 detached single-family dwelling not to exceed 2 $\frac{1}{2}$ stories in height and a private garage for not more than 3 cars.
2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as hereinafter specified.
3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$30,000, not including lot cost, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet for a one-story dwelling, nor less than 1600 square feet for a dwelling of more than one story.
4. Building Location.
 - (a) No building shall be located on any lot nearer to the front lot line than 30 feet from the edge of the 50-foot right of way extending through the subdivision.
 - (b) No building shall be located nearer than 40 feet to an interior lot line, nor nearer than 40 feet to the rear lot line.
 - (c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
 - (d) With written approval of the Architectural Control Committee, a one-story garage, attached, may be located nearer to a street than above provided, where the natural elevation of the lot along the established minimum building setback line is more than either 8 feet above or 4 feet below the established roadway level along the abutting street and where in the opinion of said committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided.
5. Lot Area and Width. No dwelling shall be erected or placed on any lot having an area of less than 40,000 square feet.
6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear 5 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. Temporary Structures. No structure of a temporary character, trailer, bosement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.
9. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
10. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, material excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
11. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
12. Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. Sewage Disposal. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Huntingdon County Sewage Administration Committee. Approval of such system as installed shall be obtained from said Committee.
14. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on

EXHIBIT

any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. Water Courses. No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

16. Abandoned Vehicles. No trucks, buses, old cars or unsightly vehicles of any type or description may be left abandoned on said lots.

17. Road Maintenance Fee. The Grantor may assess each Grantee the sum of \$35.00 per year, per parcel, for the use, upkeep, and maintenance of the rights-of-way within all sections of said Subdivision, and such other common facilities as the said Grantor may provide therein. The rights and responsibilities as created by this paragraph may be delegated by the Grantor to an appointed committee of Vista Estates property owners, and any assessment made pursuant to this paragraph shall constitute a lien on each and every parcel within said Subdivision until paid and payment of said assessment and levy shall be payable on or before the 31st day of January next following the purchase of said parcel and on or before the 31st day of January of each year thereafter. In the event of a resale of one or more said parcels then the obligation to pay the said \$35.00 assessment shall become the obligation of the new owner(s).

18. Road Maintenance Late Fee. Any assessment made pursuant to paragraph 17 shall include a late fee of \$5.00 if made after its due date, together with interest at the rate of 9% per annum from the date of delinquency, together with any reasonable attorney's fees incurred in collection thereof. After the responsibilities are delegated to the property owners' committee, the road maintenance fee may be raised by not more than 10% per year upon the affirmative vote of at least a majority of the property owners. No property owner who is in default in payment of the annual assessment lien as of February 1st in any year shall be entitled to vote.

19. Cessation of Road Maintenance Fee. The liability of any lot owner for the road maintenance fees set forth hereinbefore shall cease at such time as any governmental unit takes over that portion of the roadway in the Vista Estates Subdivision on which that particular lot fronts.

20. The use of Mobile Homes is Prohibited.

21. Further Covenants. Nothing herein shall prohibit the developer from placing further restrictive covenants on any parcel or parcels in the subdivision prior to the conveyance of same.

22. Consent. The Grantees of all lots in the Vista Estates Subdivision hereby agree by accepting the Deed to the said lots on behalf of themselves, their successors and assigns, to consent to the taking over by the Township of Henderson of any roadways forming part of the lot conveyed to the said Grantees and do further by acceptance of the said Deed waive any further notice of the taking over of the said road by the said Township and do specifically agree for themselves, their successors and assigns, that they shall be entitled to no damages on account of the taking over of the said roadway.

23. Architectural Control Committee.

(a) Membership. The Architectural Control Committee is composed of Robert D. Clark, John R. Gates R. Eric Burkholder and Lance Burkholder. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant hereto. After all lots are sold, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

(b) Procedure. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 20 days after plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

24. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 30 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument, signed by a majority of the then owners of the lots, has been recorded, agreeing to change said covenants in whole or in part.

25. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

26. Severability. Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXHIBIT