

DECLARATION OF RESTRICTIONS/PROTECTIVE COVENANTS
APPLICABLE TO FINAL LOTS FOR MAPLE RIDGE
SUBDIVISION

David H. Esh, Builder, (herein called "Owners"), of certain premises known as Maple Ridge Sub-division situated in Brecknock Township, Lancaster County, Pennsylvania, as described in survey prepared by Strackhouse Bensinger, Inc., dated April 20, 2007 as recorded in the Recorder of Deeds office of Lancaster County in Sub-division Plan Book J-230, Page 113, do hereby declare and impose the following restrictions on Lots one (1) through twenty-eight (28) which are intended to be covenants and restrictions running with the land, so as to bind grantees of the Owners their respective personal representatives, heirs, successors and assigns.

1. Any person purchasing a lot who initiates the construction of a dwelling house must substantially complete the same within twelve (12) months.
2. No dwelling house, garage, or building or any character shall be erected or constructed on said lot or piece of ground until complete plans and specifications showing the nature, construction, floor plans and statement of approximate cost thereof, are submitted in writing to the Developers, the survivor of them, or their assigns, for their approval. Upon the death of the surviving Developer, his or her legal representatives shall have the right to approve said plans. The Developers, or their successors in interest, as provided, herein, shall have the right to approve or disapprove any such plans that in their opinion would not enhance the appearance and be in keeping with the surrounding development.
3. Any dwelling house erected must provide a minimum livable floor space exclusive of basements, attics, porches, breezeways, garages and the like, of 1,300 square feet.
4. All purchasers shall complete grading and seeding within six (6) months after the completion of the construction of the home. All driveways shall be of macadam surface, or of a material which Developer deems to be the equivalent thereof. In the event that the owner fails to complete any of the foregoing within a required time, he hereby authorizes Developer to do so at the owner's expense after reasonable notice in writing to the owner by acceptance of the deed agree to pay Developer the cost thereof.

5. No owner shall erect or construct a swelling or accessory building, the exterior wall of which shall be cement block not any dwelling or accessory building where cement block is exposed more than twelve (12) inches out of the finished grade.
6. No trailer, garage, barn or other outbuilding shall be erected or placed on a lot at any time for use as a residence, either temporary or permanent, nor shall any residence or occupancy or a temporary character be permitted until the dwelling shall be completed.
7. Division line fences may be erected of hedge or bush or ornamental construction or of brick or stone, provided no fence exceeds four (4) feet in height in front of the dwelling; any fence to the rear of the dwelling shall not be more than six (6) feet in height and not erected closer to front of lot than rear wall of the dwelling and shall not be a chain link fence or any similar type.
8. After purchasing a lot, the premises shall be kept clean and free of unsightly weeds and rubbish at all times. No garbage or trash containers shall be located in the front or side lawn area for more than a twenty-four (24) hour period. No wash lines, or clothing shall be exposed in any front or side yard area.
9. No animals or poultry of any kind shall be kept on the premises except those commonly recognized as domestic house pets (cats and dogs), if not kept or handled commercially and no more than two (2) of any kind of pet shall be kept on the premises.
10. No swimming pools shall be erected on any of the premises other than a pool which is completely in ground.
11. Only passenger vehicles and commercial vehicles under one (1) ton payload that are used for primary transportation are permitted to park on streets or in driveways closer to the street than the rear line of the residence on said lot. Licensed campers, boats, motor homes, or trailers on tires may be parked behind the rear line of the residence or adjacent to the garage on a level (paved) pad. All other motorized or unmotorized vehicles, temporary structures, or motor vehicles that fail to have a required PennDOT current

inspection and license attached are prohibited anywhere on any lot. Any motor home or trailer shall not be used for sleeping or occupancy.

12. Developer may, at his discretion, authorize the erection of a storage shed not larger than twelve (12) feet by sixteen (16) feet provided location is in compliance with township zoning ordinance.

13. **Violations of Provisions**

These restrictions and covenants are to run with the land of the entire development, and shall be binding on all properties, parties and all persons claiming under them. Any violation shall constitute a nuisance which may be remedied by appropriate legal proceedings either by the Developer, or any other property owner within the development. The failure by the Developer to enforce or restrain the breach of any restriction, condition, covenant or agreement. Enforcement of the restrictions and covenants 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, or both. The grantor herein, its successors and assigns, shall not be responsible, either personally or as a fiduciary, for the default of any subsequent purchasers or owners of any portion of said lands, nor shall the Developer be obligated to enforce compliance with any provisions here in the event of default by any such purchaser or owner. Developer shall be entitled to reimbursement of all of Developer's legal fees and other costs associated with enforcement hereof from the party against whom enforcement is sought by Developer.

IN WITNESS WHEREOF, the undersigned Builder/Owner has caused these restrictions to be executed this _____ day of _____, 2009.

THESE CONDITIONS, COVENANTS, OBLIGATIONS AND RESTRICTIONS shall be in addition to any applicable provisions of any present or future zoning law or ordinance and no provision hereof shall be deemed to authorize any act in violation of any such law or ordinance.

IN WITNESS WHEREOF, the Owners, intending to be legally bound, have signed this Declaration of Restrictions this _____ day of _____, 2009.

David H. Esh, Builder

STATE OF PENNSYLVANIA)
COUNTY OF LANCASTER)

On this _____ day of _____, 2009, before me, a notary public the undersigned officer, personally appeared David H. Esh known to me (or satisfactorily proven) to be the person described herein, and whose name(s) David H. Esh subscribed to the within Declaration of Restrictions, and acknowledged that they executed the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.