

PROTECTIVE COVENANTS
FOR
VICTORIA HIGHLANDS



I hereby CERTIFY
that this document is
recorded in the
RECORDERS OFFICE
of Westmoreland County
Pennsylvania

Tom Murphy
Recorder of Deeds

WHEREAS, the undersigned, Knights Landing Inc., (herein sometimes referred to as "Developer" or "Owner") is the owner of all lots in the Victoria Highlands Plan of Lots (the "Plan"), which plan is recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, as instrument number 200311240093824.

WHEREAS, the undersigned owner desires to restrict the use to which said lots may be put.

NOW THEREFORE, be known that the undersigned owner does hereby accept and adopt the following restrictions and covenants to which all the lots in the said Plan shall be subject.

1. GENERAL PROVISIONS

- 1.1 All of the covenants, restrictions and other provisions shall continue in full force and effect for a period of twenty-five years from the date hereof and at the expiration of the said 25-year period, they shall automatically renew 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 the covenants, restrictions or other provisions. The affirmative action referred to herein shall consist of a petition, setting forth in reasonable detail the nature of the revision, 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 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 of 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 of the Plan.

For the purpose 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 changes.
- (b) Persons owning any lots 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 changes.
- (c) Persons owning any lot as tenants with the right of survivorship 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 amendment or change.

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

1.3 The Developer reserves to itself the right during the first twenty five (25) years from the date of this document 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 with the change.

1.4 Any person owning a lot in the Victoria Highlands Plan of Lots, Unity Township, to the extent it has enforceable rights and privileges hereunder, shall have the right to enforce these covenants by proceedings at law or equity. All legal costs to enforce these covenants shall be borne by the offender.

1.5 The invalidity or unenforceability of any one or more of these protective covenants shall not affect any of the other provisions, which shall remain in full force and effect.

1.6 All easements, restrictions, reservations and building lines affecting said lots, as shown on the recorded plan known as Victoria Highlands Plan of Lots as recorded are incorporated herein by reference.

1.7 The covenants and restrictions set forth herein shall not apply to Lot Numbers 52 through 56. Owner shall have the right to make the said Lots subject to the covenants and restrictions herein by recording a document in the Recorder of Deeds Office of Westmoreland County, Pennsylvania, setting forth said election.

2. RESIDENTIAL COVENANTS

2.1 No lot shall be used for other than single-family residential purpose. No commercial business inconsistent with local zoning restrictions shall be conducted on said premises.

2.2 No noxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon which may be a nuisance to the neighborhoods.

2.3 No basement, foundation, garage, trailer, dwelling house under construction or any structure other than the completed approved dwelling house, shall be used, temporarily or permanently, as a residence.

2.4 No lot in the plan shall be further subdivided unless the purpose of doing is to add to another lot to create fewer total lots.

2.5 No sign of any kind shall be erected or maintained on any lot except a single sign of no more than five square feet advertising the property as being for sale or rent, or a sign utilized by a builder or real estate broker to advertise the property prior to the initial sale of the lot, or during construction of the dwelling upon the lot.

2.6 Except for dogs, cats or other household pets that are not kept, bred or maintained for commercial purpose, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on the lot. All pets must be inside the residence. No outside pet buildings (dog houses) are permitted.

3. CONSTRUCTION COVENANTS

3.1 The finished living area, exclusive of porches, basement and garages shall be as follows:

If the dwelling is a 1-1/2 or 2 story dwelling, then it shall contain no less than 900 square feet per floor: if the dwelling is a one-story or split level dwelling, then it shall contain not less than 1,400 square feet on one of the levels.

3.2 Attached or detached garages shall not exceed capacity of storage of four cars and any detached garage shall be for two cars, except on lots over one

(1) acre, then detached garages may be up to four (4) cars. Any detached garage shall be of matching design, architecture and materials as the single family dwelling and no detached garage shall be built unless the plans have been approved in writing by Knights Landing, Inc., with said approval to be within the sole discretion of Knights Landing, Inc.

3.3 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. Notwithstanding anything contained herein, the Developer has the right to divide or subdivide any lot and to use, on a temporary basis until finally sold, any homes or structures owned by it for models and for sales offices and administrative offices.

3.4 As to any dwelling erected upon more than one lot owned by the same person, the minimum finished living area requirements set forth in Paragraph 3.1 shall apply.

3.5 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 Victoria Highlands Plan of Lots without the permission of Knights Landing Inc.

3.6 All storm water down spouts and other drainage facilities flowing from the residential structure shall, where topographically feasible, be connected directly into the available storm sewer system. On those lots for which such direct connection is impossible, the property owner is responsible for insuring proper on-site discharge and diffusion of storm water so as not to allow surface water to flow upon streets.

- 3.7 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 (6) months of the completion of the construction of the house during the next immediate growing season after completion of construction. All construction must begin within ninety (90) days from the date of the conveyance of the lot, provided, however, an extension of time by the Developer at its sole option may be granted. Construction, once commenced, shall be continual and shall be completed within one hundred eighty (180) days of commencement.
- 3.8 Before occupancy of the building, all driveways must be paved with concrete, brick or a material approved by the Developer, except concrete work that cannot be done in cold conditions. In addition, all sidewalks or entrance walks leading from the street or driveway to the dwelling or garage must likewise be paved.
- 3.9 No occupancy of an uncompleted dwelling (including a foundation) shall be permitted.
- 3.10 No fences shall be erected upon lots herein until such time as the plans are approved in writing by Knights Landing Inc., in advance of installation.
- 3.11 No pre-fab or modular homes will be allowed to be constructed.
- 3.12 All dwelling structures constructed on any lot in the Plan shall be finished with suitable exterior building material approved by Developer, which shall extend to the grade of the lot. No exposed block foundation is allowed.

3.13 All trees over four (4) inches in diameter not located in home-site or driveway, shall remain undisturbed unless approval to remove is secured from Knights Landing Inc.

3.14 All dwellings constructed shall be furnished with exterior roof materials such as cedar shakes, tile, slate, 25-year fiberglass shingles, or a dimensional shake or shingle.

3.15 Unity Township and the Unity Township Municipal Authority shall be and are hereby granted the right to enter upon premises of lot owners to the extent necessary to repair, replace and/or maintain storm and sanitary sewer lines as they occupy premises of lot owners.

4. ACCESSORY USE COVENANTS

4.1 No outbuildings of any nature will be permitted unless built with the same construction of footers and exterior finishing as the residence. Drawings must be approved ahead of time by Knights Landing, Inc.

4.2 No recreational vehicle, boat, truck or construction equipment shall be parked any closer to the street than the rear of the house on any lot after completion of the construction.

4.3 No above ground swimming pools or short-wave or radio antennas or dishes may be installed or maintained on any of the lots at any time, either before or after the construction of a family dwelling is completed. All satellite dishes must be approved, in writing, in advance of installation if over twenty-four inches (24") in diameter.

4.4 No structure of a temporary character, including but not limited to a shed, doghouse, trailer, tent, shack, garage, barn or other out-buildings shall be

used on any lot at any time as a residence, either temporarily or permanently, except by the Developer in completing the development.

- 4.5 No lot shall be used or maintained as a dumping ground for trash, garbage or rubbish. Trash, garbage and rubbish shall be kept in sanitary containers. All incinerators or other such equipment shall be kept in a clean and sanitary condition and maintained in an area not observable from the front street.
- 4.6 No individual water supply system or sewage disposal systems shall be installed on any lot.
- 4.7 No light poles or posts shall be constructed higher than ten (10) feet measured from the elevation of the first floor of the single family dwelling. No light shall be cast or permitted to cast on any property beyond of the lot upon which said light or lights are located.

5. APPROVAL OF BUILDING PLANS

- 5.1 Prior to the commencement of construction, all building plans shall be submitted to Knights Landing Inc. for approval of the proposed design and building, and Unity Township for the issuance of a building permit. No construction may begin without the issuance of a building permit by Unity Township. Only a builder approved in advance by Knights Landing Inc. may construct a dwelling in the Plan. One set of the approved plans shall be retained by Knights Landing Inc. to insure that the structure is built in accordance with the approved plan. No construction shall commence until such time as the plans are approved in writing by Knights Landing, Inc. Knights Landing Inc. shall approve the plans in the event the plans comply with the covenants set forth herein and provided the plans and proposed construction are in harmony in design and location as to the surrounding

structures and topography with said determination to be made within the sole discretion of Knights Landing Inc. In the event the 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. Any change in plans after approval shall be shown on the original plans and shall not be acted upon until approval of such change in writing by Knights Landing Inc., or its designated agent, as endorsed on the original plans.

5.2 No building, addition to 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, material 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 as to the harmony of exterior design and location in relation to the surrounding structures and topography. In the event the 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 additional plans to be made to a house after the original construction has been completed.

5.3 The Developer reserves to itself, the right during the initial term to prepare and record further covenants and restrictions which are not inconsistent therewith, as it may deem advisable for the maintenance, use, conservations and comfort, safety and general welfare of the owners of said lots. Written notice of such additional covenants and restrictions shall

be given to all the then present owners and all lots shall be further bound and effected by the additional covenants and restrictions as prepared and recorded by the Developer.

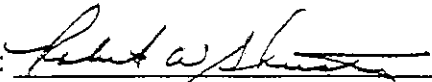
5.4 Notwithstanding anything to the contrary herein contained, Knights Landing Inc., and all owners of any and all lots in the Victoria Highlands Plan of Lots, and their heirs, executors, successors, assigns and grantees shall be bound by all the terms and conditions of any and all applicable ordinances, rules, regulations, policies, and procedures of Unity Township, now in existence and hereinafter enacted and/or promulgated.

EXECUTED this _____ day of _____, 2004.

Attest:

Knights Landing Inc., a Pennsylvania corporation

, Secretary

By: 
Robert W. Shuster, President

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF WESTMORELAND)

SS:

On this _____ day of _____, 2004, before me, a Notary Public, the undersigned officer, personally appeared ROBERT W. SHUSTER, President of Knights Landing Inc., who being specifically authorized to sign said document, and being known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public

My Commission Expires:

The precise residence of Knights Landing Inc., is 8954 Hill Drive, North Huntingdon, PA 15642