

Phase 12

PROTECTIVE COVENANTS FOR GREEN VALLEY ESTATES - PHASE XII
OWNED AND DEVELOPED BY FIORINO GRANDE

PART A. PREAMBLE

These covenants are set forth to protect future and present owners of property in "Green Valley Estates - Phase XII", situate in the Township of Lower Heidelberg, County of Berks and Commonwealth of Pennsylvania, developed and owned by Fiorino Grande of Sinking Spring Borough, Berks County, Pennsylvania, about to be developed as building lots, against financial deterioration of reasonable property values in said development directly or indirectly attributed to poor quality of workmanship and materials in proposed new structures, or of external design inferior to existing structures and to maintain the same quality of workmanship and materials in future construction as found in existing construction of the past.

PART B. AREA OF APPLICATION

B-1. FULLY PROTECTED RESIDENTIAL AREA

The area regulated by these covenants is ~~to include~~ the building lots shown on the plan of "Green Valley Estates - Phase XII", as laid out for Fiorino Grande by McCarthy Engineering Associates, Inc., being recorded in Plan Book 276, page 8, Berks County Records (the "Plan of Record").

PART C. RESIDENTIAL AREA COVENANTS

C-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 a single family dwelling not to exceed two and one-half (2-1/2) stories in height and a private garage, or carport, and storage building provided it is accessory to and for a single family dwelling.

edge abstract

File No. W04-1626

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C-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 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 by the Trustees named under a Trust Deed and Agreement dated June 29, 1988 between Fiorino Grande as grantor and settlor, and Fiorino Grande and FNBM Trust and Financial Services, a Division of The First National Bank of Minersville, who substituted for and replaced Wachovia Bank, N.A., successor by merger to First Union National Bank, formerly CoreStates Bank, N.A., formerly Hamilton Bank, due to resignation as corporate trustee, as Grantees and Trustees, recorded in Berks County Records at Deed Book Volume 2018, page 2118, et seq. (the "Trust Deed") (hereinafter referred to as the "Trustees").

C-3. DWELLING COST, QUALITY AND SIZE

No dwelling shall be permitted on any lot at a cost of less than \$140,000.00 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. Total living area of the main structure, exclusive of one-story open porches, garages and basements, shall be not less than 1,800 square feet for a one-story dwelling, nor less than 2,500 square feet for a dwelling of more than one story.

C-4. EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are

reserved as shown on the Plan of Record. 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 or drainage channels in the easements, or which may obstruct or retard the flow of water through 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.

C-5. 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.

C-6. TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

C-7. SIGNS

No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than four square feet, to be approved by the Trustees, one sign of not more than five 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.

C-8. RIGHT-OF-WAY

No lot or part of lot may be used for right-of-way purposes without the written consent of the Trustees, said written consent must be acknowledged.

C-9. UTILITIES

All utilities must be underground.

C-10. 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 and provided that such pets shall not be permitted to run at large.

C-11. 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.

PART D. ARCHITECTURAL CONTROL

D-1. Architectural Control shall be exercised by the Trustees.

D-2 PROCEDURE

The plans and specifications for all improvements to be built on a lot shall be approved by the Trustees.

PART E. PERFORMANCE STANDARDS

E-1. MOBILE HOMES, CAMPERS, BOATS, TRAILERS, WORK VEHICLES.

No mobile homes, campers, boats, trailers, unlicensed vehicles or similar vehicles may be kept or placed on any lot. In addition, no work vehicles, such as utility trucks, dump trucks, bucket trucks or similar vehicles may be parked in the driveways or on the streets in the

Green Valley Estates Development, Phase XII.

E-2. LAWN, SHRUBBERY AND TREE CARE

The lawns must be cut and maintained in a healthy condition. All shrubbery and trees must be maintained in a healthy condition.

E-3. SWIMMING POOLS

All swimming pools installed on any lot shall be constructed as an in-ground facility subject to all applicable ordinances, rules and regulations. No above ground swimming pools shall be permitted, including, but not limited to, those pools which have installed, or are designed to have installed, a filtration system. This prohibition shall not apply to small, infant wading pools which are not permanently installed.

PART F. GENERAL PROVISIONS

F-1. 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 twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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. These covenants are inclusive of and in addition to covenants and restrictions which are contained in the Trust Deed and the Plan of Record.

F-2. ENFORCEMENT

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

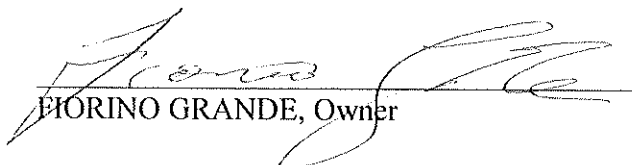
damages.

F-3. SEVERABILITY

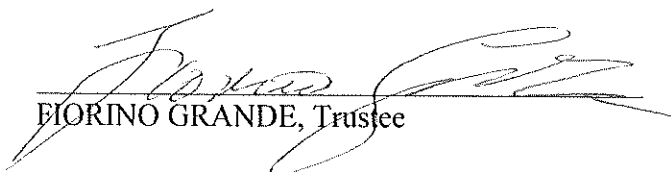
Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Green Valley Estates - Phase XII has caused these covenants to be duly executed the 3rd day of November, 2004.

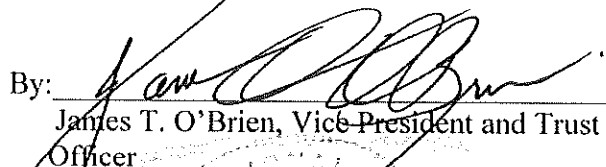
GREEN VALLEY ESTATES - PHASE XII

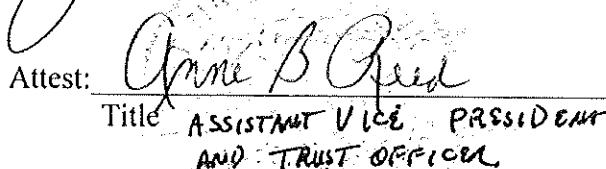

FIORINO GRANDE, Owner

Accepted this 3rd day of November, 2004, by the Trustees of the Trust Deed referred to herein.


FIORINO GRANDE, Trustee

FNBM TRUST AND FINANCIAL SERVICES, A
DIVISION OF THE FIRST NATIONAL BANK OF
MINERSVILLE, Trustee

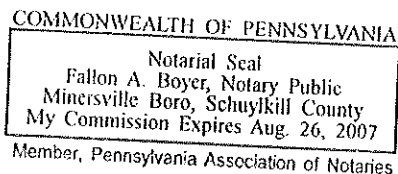
By: 
James T. O'Brien, Vice President and Trust
Officer

Attest: 
Title ASSISTANT VICE PRESIDENT
AND TRUST OFFICER

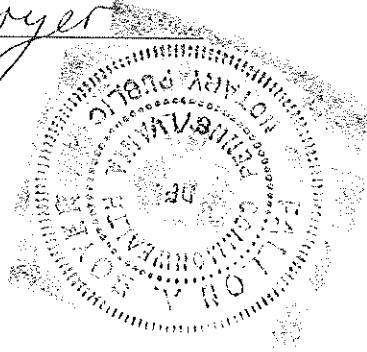
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF SCHUYLKILL :

On this, the 9 day of November, 2004, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared James T. O'Brien, known to me (or satisfactorily proven) to be the Vice President and Trust Officer of FNBM Trust and Financial Services, a Division of The First National Bank of Minersville, and that he as such Vice President and Trust Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President and Trust Officer.

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



Fallon A. Boyer
Notary Public



COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF BERKS :

On this, the 3rd day of November, 2004, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Fiorino Grande*, known to me (or satisfactorily proven) 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.

* as Green Valley Estates - Phase XII
Owner and Trustee

Vicki L. Albitz
Notary Public

