

PHASES I + II

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PROTECTIVE COVENANTS FOR GREEN VALLEY ESTATES  
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", situate in the Township of Lower Heidelberg, County of Berks and Commonwealth of Pennsylvania, developed and owned by Fiorino Grande of Spring Township, 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 constructions of the past.

PART B. AREA OF APPLICATION

B-1. FULLY PROTECTED RESIDENTIAL ARE

The area regulated by these covenants is to include the building lots shown on the plan of "Green Valley Estates", Phases I and II, as laid out for Fiorino Grande by Robert Ludgate, P. E.. Green Valley Estates, Phase I being recorded in Plan Book 153, page 56, Berks County Records, and Green Valley Estates, Phase II, about to be recorded in Berks County Records, (collectively, 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. *? WHAT DOES THIS MEAN*

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 Hamilton Bank as Grantees and Trustees, about to be recorded in Berks County records (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 \$100,000.00 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 ~~st~~ated 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 1,500 square feet for a one-story dwelling, nor less than 2,000 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

No mobile homes or trailers may be kept or placed on any lot whether it is for temporary or permanent living quarters provided, however, that camping-type trailers not used as a permanent residence and owned by the owners of the dwelling houses may be kept or stored to the side or rear of the dwelling house only on any lot. All storage locations shall be on a paved area.

#### 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.

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 proceedings at law or in equity against any person or person 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 has caused these  
covenants to be duly executed this 4<sup>TH</sup> day of AUGUST,  
1988.

GREEN VALLEY ESTATES

Fiorino Grande  
Fiorino Grande, OWNER

Accepted this 4<sup>TH</sup> day of AUGUST, 1988 by  
the Trustees of the Trust Deed referred to herein.

Fiorino Grande  
Fiorino Grande, Trustee

HAMILTON BANK, Trustee

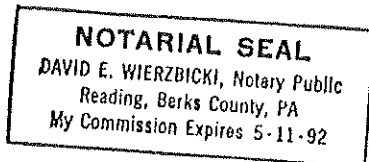
By: [Signature]  
Title: Asst Vice President

Attest: [Signature]  
Title: Vice President and Senior Trust Officer

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF BERKS ) ss.

On this 4<sup>TH</sup> day of AUGUST, 1988, before me,  
the undersigned officer, personally appeared FIORINO GRANDE, OWNER  
known to me, or satisfactorily proven, to be the person whose  
name is subscribed to the within Protective Covenants and  
acknowledges that he executed the same for the purposes therein  
contained and desires that the same might be recorded as such.

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

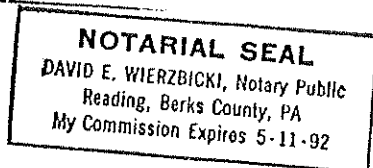
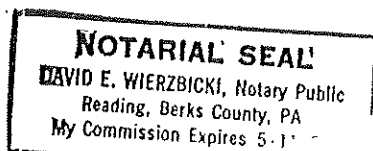


David E. Wierzbicki  
Notary Public

COMMONWEALTH OF PENNSYLVANIA)  
COUNTY OF BERKS ) ss.

On this 3<sup>RD</sup> day of AUGUST, 1988, before me,  
the undersigned officer, personally appeared SHARON KEMMERER,  
who being duly sworn according to law deposes and says that (s)he  
is the ASST. VICE PRESIDENT of Hamilton Bank, and that (s)he has  
executed the within Protective Covenants in such capacity for the  
purposes therein contained and desires that the same might be  
recorded as such.

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



David E. Wierzbicki  
Notary Public