

PROTECTIVE COVENANTS FOR GREEN VALLEY ESTATES - PHASE 9B  
OWNED AND DEVELOPED BY FIORINO GRANDE

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PART A. PREAMBLE

These covenants are set forth to protect future and present owners of property in "Green Valley Estates - Phase 9B", 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 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 9B", as laid out for Fiorino Grande by Land Service Company, being recorded in Plan Book 270, page 6, 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.

#### 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 Wachovia Bank, N.A., formerly First Union National Bank, formerly CoreStates Bank, N.A., formerly Hamilton Bank, 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 \$150,000.00 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 2,000 square feet for a one-story dwelling, nor less than 3,000 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, CAMPING AND BOAT TRAILERS.

No mobile homes, camping or boat trailers may be kept or placed on any lot, provided, however, that camping type mobile homes and trailers, including boat trailers, not being used as a permanent or temporary residence owned by the owners of the dwelling house 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.

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. This prohibition shall not apply to 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.

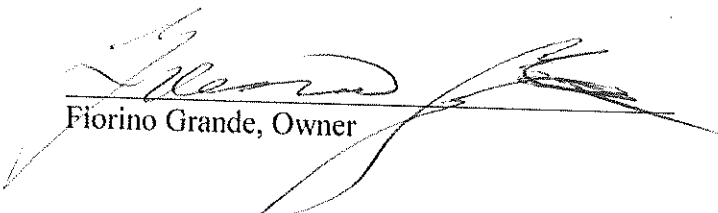
F-3. SEVERABILITY

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 9B has caused these covenants to be duly executed the 31<sup>st</sup> day of MARCH, 2004.

GREEN VALLEY ESTATES - PHASE 9B

  
Fiorino Grande, Owner

Accepted this 31<sup>st</sup> day of MARCH, 2004, by the Trustees of the Trust Deed referred to herein.

  
Fiorino Grande, Trustee

WACHOVIA BANK, N.A., formerly  
First Union National Bank, formerly  
CoreStates Bank, N.A., formerly  
Hamilton Bank, Trustee

By: 

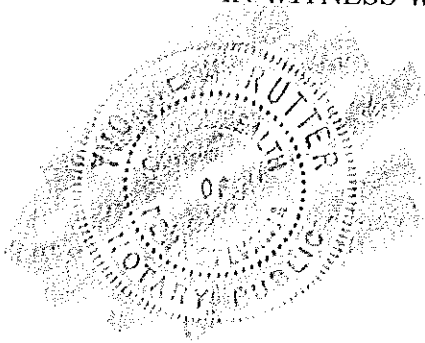
Trust Advisor

Attest: VICE PRESIDENT  
Title

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF LANCASTER :

On this, the 31<sup>st</sup> day of March, 2004, before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared CHARLES R HALL JR. ~~Kathryn M. Rickenbach~~, known to me (or satisfactorily proven) to be the Vice President ~~Trust Advisor~~ of Wachovia Bank, N.A., formerly First Union National Bank, formerly CoreStates Bank, N.A., formerly Hamilton Bank and that she as such Trust Advisor, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as Trust Advisor.

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



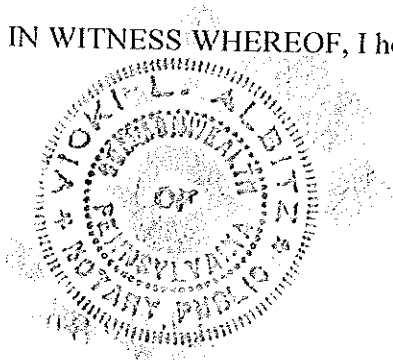
Yvonne M Rutter  
Notary Public

Notarial Seal  
Yvonne M. Rutter, Notary Public  
City of Lancaster, Lancaster County  
My Commission Expires Aug. 21, 2005  
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF BERKS :

On this, the 23<sup>rd</sup> day of March, 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.



Vicki L Albitz  
Notary Public

NOTARIAL SEAL  
VICKI L. ALBITZ, Notary Public  
Reading, Berks County  
My Commission Expires 3-5-2006

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PROTECTIVE COVENANTS FOR GREEN VALLEY ESTATES - PHASE 9B  
OWNED AND DEVELOPED BY FIORINO GRANDE

Owner - Fiorino Grande  
424 Miller Road  
Sinking Spring, PA 19608

Trustees - Fiorino Grande  
424 Miller Road  
Sinking Spring, PA 19608

and

Wachovia Bank, N.A., formerly First Union National Bank,  
600 Penn Street formerly Core States Bank, N.A.,  
Reading, PA 19602-1102 formerly Hamilton Bank.