

548/COVENANTS
04/19/01

Instr: 200105220025507 05/22/2001
P: 1 of 8 F: \$23.50 3:18PM
Tom Murphy T20010024418
Westmoreland County RecorderC



I hereby CERTIFY
that this document is
recorded in the
RECORDER'S OFFICE
of Westmoreland County
Pennsylvania

Tom Murphy • Recorder of Deeds

**TO THE RECORDER: NOTE AT SUBDIVISION PREVIOUSLY RECORDED AT
INSTRUMENT NO. 200012280029283.**

**DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR THE GREENFIELD ESTATES PLAN
UNITY TOWNSHIP, WESTMORELAND COUNTY, PENNSYLVANIA**

This Declaration made the 30th day of April, 2001, by

RONALD N. RAIMONDO, an individual who has an office and place of business at
P.O. Box 181, Latrobe, Westmoreland County, Pennsylvania, hereinafter called
"Declarant",


WITNESSETH

The Declarant is the owner of the Greenfield Estates Plan of Lots, being an approved Subdivision containing 47 building lots numbered 1-47 ("Building Lots") and one non-buildable lot numbered Lot 48 ("Lot 48"), all as heretofore recorded in the Office of the Recorder of Deeds of Westmoreland County at Instrument No. 200012280029283 (hereinafter "Greenfield Estates Plan" or "Recorded Plan"); and which plan is located in Unity Township, Westmoreland County, Pennsylvania.

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community contributing to the personal and general health, safety and welfare of the residents and for the maintenance of the land and improvement thereon, and to this end, desires to subject the Building Lots in the Greenfield Estates Plan to the covenants, restrictions, easements and charges hereinafter set forth, each and all of which is and are for the benefit of said property and each property owner thereof.

WHEREAS, this Declaration is intended to set forth the rights and obligations of Declarant, the purchaser of any of the Building Lots, anyone who occupies any of the Building Lots and/or any of the mortgagees of any of the Building Lots (which are together hereinafter "Owners").

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NOW, THEREFORE, the Declarant declares that each and all of the Building Lots are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and easements hereinafter set forth (hereinafter "Covenants"). These Covenants are to run with the land and shall be binding upon Owners and each of the Building Lots in the Greenfield Estates Plan, and all persons claiming under or through them for a period of twenty-five (25) years from the date that the Covenants are recorded, after which twenty-five (25) year period, the Covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners (all undivided or fractional interest for each Building Lot shall be treated as a single Owner) of the various Building Lots in the Greenfield Estates Plan, in which it is agreed to change the covenants either in whole or in part, has been recorded.


If any Owner shall violate or attempt to violate any of the Covenants, it shall be lawful for any other Owner or the Declarant to institute proceedings at law or in equity against the Owner violating or attempting to violate any Covenant, to either prevent such Owner from continuing or accomplishing such violation or to recover such damages as may be awarded by the Court.

Invalidation of any of the Covenants by judgment or court order shall not affect or invalidate any other provisions, which shall remain in full force and effect.

With specificity, the Covenants are set forth in the following:

1. All of the Building Lots within the Greenfield Estates Plan are hereby designated as residential Building Lots with no structures to be erected thereon other than one single family dwelling, and one outbuilding for storage of recreational or maintenance equipment, or to be used in conjunction with an in-ground swimming pool. Any outbuildings shall be constructed of a material and style compatible with the single family dwelling. If a garage is attached to or integral with the principal dwelling, then the same may be of such size as will hold no more than three (3) cars, and in which event, a detached garage shall also be permitted provided that the same holds no more than two (2) cars. Otherwise, where no garage is attached to or part of the principal dwelling, then a detached garage is permitted provided that the same may hold no more than three (3) cars. Notwithstanding, all garage construction shall be of the similar architectural style and similar materials as the single family dwelling structure.

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2. Homes built must meet the following minimum square footage of living area within the principal dwelling, and the number of square feet herein referred to shall not include garages, lower levels (basements), balconies, porches or other appurtenances:


- | | |
|--|-----------------|
| (a) Two-Story | 1800 SF or more |
| (b) One Story, Split Level, Multi-Level | 1600 SF or more |

3. No residence shall exceed two (2) stories in height (exclusive of basement). All building materials shall be standard building materials except that no concrete block shall be exposed above ground level. No trade, business activity or commercial business or "home occupation" of any kind whatsoever shall be permitted on any Building Lot other than what is permitted under the Zoning Ordinance of Unity Township. All construction and construction techniques used in the initial construction of dwelling houses and any changes, alterations or additions made to said dwelling house after completion of the original construction shall be in accordance with all applicable building, housing and construction codes which may be in effect at any time hereafter in Unity Township.

4. No Building Lot may be divided or subdivided into a smaller Building Lot, nor may any portion of any residence be added to or incorporated into another residence, nor any portion less than all thereof be sold or otherwise transferred. No owner of a Building Lot (other than Declarant as stated hereafter in paragraph 20) shall have the right to grant any right of way, easement or license without first obtaining the written approval of Declarant. Nothing herein shall be construed to prevent a single family dwelling and garage to be erected on two (2) contiguous Building Lots, provided that all Township rules, ordinances and regulations are adhered to and Township approval for the removal of the dividing line between said Building Lots is first obtained.

Notwithstanding anything herein contained, Declarant shall have the right to divide or subdivide any Building Lot. In addition, Declarant (or any individual, firm or corporation operating under license or other written agreement with Declarant) shall have the right to use any structure owned by it or erected on its behalf on any of the Building Lots for models, sales offices or administrative offices, provided that any such use shall be abandoned and the Building Lot shall be returned to single family residential use upon sale of all of the Building Lots.

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5. No building or structure or any part thereof shall be constructed within any of the areas shown as front set back, side set back or rear set back on the Recorded Plan. That portion of each Building Lot which lies between the set back lines and either the Building Lot line or that portion of the public street which is used by the traveling public shall not be used for any purposes other than lawn, walks, drives and fences, trees and shrubbery, flowers or other ornamental plants having the purpose of beautifying the premises.

6. No fence shall be permitted between either (i) the front building line and the front street or road right of way, or (ii) the rear building line and the rear lot line.


7. Each dwelling unit constructed within the Plan shall have erected on the Building Lot an outside lamp and lamp post at or near the Building Lot line, which said lamp and lamp post shall be erected not later than one year from the date of completion of the dwelling unit on said Building Lot. Said Building Lot shall be lighted on a dusk to dawn basis.

8. No structure of a temporary character, including but not limited to a trailer, tent, shack or other outbuilding shall be erected or maintained on any Building Lot (except by the Declarant in completing the development or by a contractor who is actively engaged in erecting a dwelling). In addition, no garage may be used, either temporarily or permanently, as a residence.

9. No livestock, including fowls, shall be kept on said Building Lot or within any dwelling or garage. Notwithstanding, domestic pets shall be permitted (defined as dogs or cats), provided that the maximum number of domestic pets per dwelling house is three (3). No doghouse nor other outbuilding designed and constructed primarily for the housing or storage of animals shall be permitted.

10. No noxious or offensive activity shall be conducted on any Building Lot, nor shall anything be done thereon which shall be or become an annoyance or nuisance to the neighborhood. All trash, garbage and other waste shall be kept only in sanitary containers which shall be kept and maintained so that they cannot be readily observed from the street. Each Owner in the Greenfield Estates Plan shall be responsible for maintaining his or her Building Lot in a reasonably clean condition, free of debris, non-ornamental brush and weed growth.

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11. No topsoil or dirt excavated from any Building Lot during the course of construction of the dwelling house and garage thereon shall be removed from the Greenfield Estates Plan without the permission of the Declarant, or its designated agent.

12. No sign of any kind shall be displayed to the public view on any Building Lot except signs of not more than ten (10) square feet advertising the Building Lot for sale or rent, or signs, of any size, used by the Declarant or his designate to advertise the Building Lot during the construction and sales phase, together with a permanent entry sign.

13. Construction of all dwelling houses must be completed within twelve (12) months from the date of the conveyance of the Building Lot; provided, however, that an extension of time may be granted by the Declarant at his sole option. In the event of violation of this covenant, Declarant reserves the right and option to re-purchase the Building Lots at the original purchase price, i.e., the price the Lot owner acquired the Building Lot from that Lot owner's grantor. All landscaping must be either seeded or sodded with permanent foundation plantings for front and sides of each dwelling shall be completed within six (6) months of the completion of the construction of the house or during the next immediate growing season after the completion of construction.

14. Within one (1) year of the occupancy of the dwelling house, all driveways must be paved with either asphalt, concrete, brick or a material approved by the Declarant. In addition, all sidewalks or entrance walks leading from the street or driveway to the dwelling or garage must likewise be paved within one (1) year of the occupancy of the dwelling.

15. No occupancy of an incomplete residence (including a foundation) shall be permitted.

16. No camper, recreational vehicle, truck nor boat shall be permitted on any of the Building Lots unless the same is properly garaged, nor shall the same be parked on any streets in the Greenfield Estates Plan. No truck or other vehicular equipment larger than one (1) ton shall be permitted on any of the Building Lots whether or not garaged, nor permitted to be parked on any street in the Greenfield Estates Plan.

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17. No above-ground swimming pools may be installed nor maintained on any of the Building Lots at any time, either before or after the construction of a single family dwelling is completed. Any pool must be in ground and fully contained as is otherwise required under the appropriate Zoning or other Ordinances in effect in Unity Township.

18. No building, fence, wall or structure shall be constructed, erected or maintained upon any of the Building 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, materials 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 Declarant (or its designated agent) as to the harmony of exterior design and location in relation to the surrounding structures and topography. In the event Declarant 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 additions planned to be made to a house after the original construction has been completed. The Declarant (or his designated agent) shall not arbitrarily withhold approval of any such plans or specifications; if disapproved, Declarant (or his designated agent) shall be required, within the said sixty (60) day period, to furnish to the Lot owner reasonably detailed written objections for the disapproval.

19. No Building Lot or tract, or any part thereof within the Greenfield Estates Plan shall be used as a route for ingress, egress or regress to and from contiguous property not within the Greenfield Estates Plan or as a public street or private road. This restriction is not applicable to Declarant.

20. Declarant shall retain a right of way and easement over all streets in the Greenfield Estates Plan, and that portion of each of the Building Lots measuring ten (10) feet from the rear, side or front property line of such Building Lot, which shall be subject to a permanent easement and right of way for the construction, reconstruction, repair, removal and maintenance of a line or lines of water pipes, gas pipes or sanitary and surface water sewer pipes, which said easements and rights of way may be utilized for the purposes of supplying water, gas, electricity, telephone, cable television and surface water or sanitary sewage service, for use by the Owners of the Building Lots in the Greenfield Estates Plan, with the right of ingress, egress and regress and without liability

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for damage to the Owners. Declarant shall have the right to assign its interest in the easements and rights of way reserved hereunto unto an individual, firm, corporation or public utility for the purpose of providing water, gas, sewage, electric, telephone, cable or other service to any of the Buildable Lots in the Plan.

21. All utilities shall be located underground and installed and maintained in accordance with the applicable Codes.

22. All outside lighting shall be directed in such a way that the lights are not directed to adjoining Building Lots, dwellings and/or streets.

23. Property Owner shall cause all roof drains, french drains, foundation drains and any other exterior drains to be piped underground to the stormwater system of the Greenfield Estates Plan. No property owner shall permit any such drainage to be connected or discharged to the sanitary sewer system of the Unity Township Municipal Authority either directly or indirectly, and all connections shall be in accordance with governmental rules and regulations.

24. Building Lot 36 is under and subject to a permanent right of way and easement 20 feet in width, the westerly edge of which shall be the dividing line between Lot 28 and Lot 36, and which right of way and easement shall be for the purpose of permitting Declarant and others lawfully using the same access to and for purposes of egress and regress between Lot 48 and Wheaten Way, for the purpose of permitting Declarant and others lawfully using the same to maintain Lot 48 for its intended purpose, and construct on Lot 48 such improvements or enhancements as may be required to maintain the water retention system located thereon. The right of way and easement may also be utilized for pedestrian traffic by other Lot owners in the Plan who intend to utilize Lot 48 for recreational purposes.

25. Notwithstanding any other provision hereof, Declarant retains the unilateral right and privilege to alter or amend any of the provisions hereof without obtaining the consent of any Lot owners in the plan or others until twenty (20) of the Building Lots have been conveyed by Declarant.

26. Unless the contracts otherwise requires the use herein, the singular shall include the plural and visa versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." This document and any aspect thereof shall be construed and interpreted pursuant to the laws of the

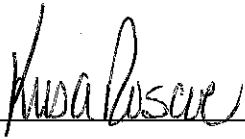
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Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, RONALD N. RAIMONDO, the Declarant, of Unity Township, Westmoreland County, Pennsylvania, has caused these premises to be duly executed on the day and year first above written.

WITNESS:





Ronald N. Raimondo

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF WESTMORELAND)

On this, the 30th day of April, 2001, before me, the undersigned officer, personally appeared RONALD N. RAIMONDO, known to me (or satisfactorily proven) 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

NOTARIAL SEAL
GLORIA A. CALETRI, Notary Public
Derry Twp., Westmoreland County, PA
My Commission Expires Feb. 23, 2003