

**VILLAGE OF TWIN CREEKS, PHASE II**  
**RESTRICTIVE COVENANTS/DEED RESTRICTIONS**

MADE this 13<sup>th</sup> day of April, 2007 by **PATRICK T. KREISER** and **SHAWN YVETTE GERHARDT-KREISER**, with offices at 2 Goodyear Lane, Newmanstown, 17073 (hereinafter referred to as "OWNER" or "DEVELOPER")

**WITNESSETH:**

**WHEREAS**, Patrick T. Kreiser and Shawn Yvette Gerhardt-Kreiser, husband and wife, are the owners of a certain tract of land located in Jonestown Borough, Lebanon County, Pennsylvania, known as The Village of Twin Creeks and contained and shown in the Final Subdivision and Land Development Plan for Twin Creeks, Phase II recorded in the Lebanon County Recorder of Deeds Office in Plan Book 65, and Page 77, which Plan is made a part hereof by reference. Owner intends to develop this land, which development shall be known as The Village of Twin Creeks, Phase II; and

**WHEREAS**, subject to the foregoing, Developer intends to impose on the lots identified in said Plan, as covenants running with the land, certain conditions, restrictions, limitations, regulations and agreements; and

**NOW THEREFORE**, intending to be legally bound hereby, Patrick T. Kreiser and Shawn Yvette Gerhardt-Kreiser, Developer of The Village of Twin Creeks, Phase II hereby impose the following conditions, restrictions, limitations, regulations and agreements upon use of the above-described premises;

1. No dwelling house, garage, building or structure of any character shall be erected, constructed or maintained on said land, nor shall any addition to, change or alteration thereof be made unless they are compatible and consistent with the general style and architecture within the development. During the initial period that Developer has homes/lots for sale, plans for all above activities must be submitted and approved in writing by Developer prior to any work being done. Approval of plans may be refused on architectural or aesthetic grounds, or for any other valid reason.

The Developer in granting approval of submitted plans shall retain one copy of the same, returning the other copy to the builder or contractor with written evidence of approval. The builder, contractor, or homeowner shall not change or deviate from approved plans without submitting to the Developer complete details of any and all contemplated changes and securing approval consistent with this paragraph.

2. The lots identified on said Plan shall be used for residential purposes only. This prohibition, however, shall not restrict the maintenance of quiet professional offices on the premises, provided the same are established as a part of the dwelling or other structure erected and maintained on said premises in accordance with the plans and specifications above mentioned access.

3. No wire or metal fences. No fences shall be erected within the area defined by front wall of the house to the front property line. All permitted fences shall only be erected from the front wall of the house to the rear property line.

4. 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. Such animals must be maintained so that offensive odors or noise will not be apparent to adjoining property owners. Said animals must all be controlled to prevent damage to other properties within the development.

5. No unlicensed motor vehicles, trucks, motorcycles, automobiles, boats, or recreational vehicles not in normal use shall be stored anywhere on the premises other than in the garage. Licensed boats, trailers and recreational vehicles must be stored behind the front wall of the house and within the building set-back lines.

6. Parking of any commercial large trucks, buses or similar vehicles on the premises or on the public street of the development is prohibited, except for loading and unloading.

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

8. One storage shed may be constructed upon the rear yard of any lot, provided:

- A. All applicable zoning laws are observed and building setback lines are honored; and
- B. The shed is no larger than 200 square feet and is not constructed of metal, tin or aluminum; and
- C. Materials and colors used are similar to the house's.

9. Lawns, plantings and gardens should be maintained and manicured on a regular basis. This includes mowing of grass, weed control and trimming of trees and shrubs. Any lots with required screenings must maintain and replace plantings as needed. Yards must be kept free of debris and trash.

10. No automatic dusk to dawn type lights over 7' above the ground are permitted, except street lights maintained in the public right-of-way. Dish type TV receivers up to 24" in diameter are allowed, provided they are installed on the rear half of the dwelling.

11. Swimming pools are to be located in the rear of lot in the area defined by the rear wall of the house and within the rear and side yard set back lines.

12. Playground equipment, such as but not limited to , hockey or basketball nets (permanent and/or portable) are not to be placed at or near the curb. Playing in the street in not permitted.

13. The conditions and restrictions contained herein and in any Addendum shall be covenants running with the land and shall operate for the benefit of, and may be enforced by the Developer or by the owner of any lot in the development. Violation of any of the provisions contained herein is hereby declared and agreed to be a nuisance, which may be remedied by appropriate legal proceedings. The failure to enforce or restrain the breach of any provision herein contained shall in no way be deemed a waiver of the right to enforce or restrain such breach, or any future breach, or as a waiver of such provision.

14. These covenants set forth herein are to run with the land and shall be binding on all parties and all persons claiming under them for a period of five (5) years from the date these Covenants are recorded. After which time, said Covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the owners of lots has been recorded agreeing to change said Covenants in whole or in part.

15. 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.

16. These conditions, covenants, obligations, and restrictions shall be in addition to any applicable provisions of any present or future zoning law or ordinance and no provision hereof shall be deemed to authorize any act in violation of any such law or ordinance.





COUNTY OF LEBANON  
RECORDER OF DEEDS  
Donna J. Lutz, Recorder  
400 South 8th Street Room 107  
Lebanon, Pennsylvania 17042-6794

Instrument Number - 200707263  
Recorded On 4/19/2007 At 3:22:35 PM  
\* Instrument Type - BUILDING RESTRICTION  
Invoice Number - 121253  
\* Grantor - VILLAGE OF TWIN CREEKS  
\*

Book - 2097 Starting Page - 6104  
\* Total Pages - 5

\* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES -	\$13.00
RECORDER OF DEEDS	
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
TOTAL PAID	\$18.50

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office  
of Lebanon County, Pennsylvania.

*Donna J. Lutz*  
Donna J. Lutz  
Recorder of Deeds



\* - Information denoted by an asterisk may change during  
the verification process and may not be reflected on this page.

Book: 2097 Page: 6108