

WHEATLAND MANOR PHASE 4

RESTRICTIVE COVENANTS/DEED RESTRICTIONS

MADE this 1st day of Feb, 2006, by Patrick T. Kreiser and Shawn Yvette Gerhardt-Kreiser, adult individuals, doing business at 2 Goodyear Lane, Newmanstown, Lebanon County, Pennsylvania, 17073, (hereinafter referred to as "OWNER" or "DEVELOPER").

WITNESSETH:

WHEREAS, PATRICK T. KREISER and SHAWN YVETTE GARHARDT-KREISER are owners of a certain tract of land located in Jackson Township, Lebanon County, Pennsylvania, known as Wheatland Manor Phase 4 and contained in the final plan for Wheatland Manor Phase 4 recorded in the Lebanon County Recorder of Deeds Office in Plan Book 62, Page 117, which Plan is made part hereof by reference. Owner intends to develop this land, which development shall be known as Wheatland Manor Phase 4; and

Subject to the foregoing, Developer imposes on Lots 44, 61-63, 82-84, 92-95 and 102-103 (see Exhibit "A" attached), as covenants run with the land, certain conditions, restrictions, limitations set forth below:

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 premises hereby conveyed 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 and the restrictive covenants imposed herein.

3. No wire or metal fences shall be erected. No fences shall be erected beyond the front wall of house.

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 purposes. 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 setback 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 a LOT, provided:
 - a. All applicable zoning laws are observed and building set back areas are honored; and
 - b. The shed may be no larger than 200 square feet and may not be constructed of metal, tin or aluminum; and
 - c. Materials and colors used are to be similar to the house's appearance.
9. Lawns, planting and gardens should be maintained and manicured on a regular basis. This includes mowing of grass, weed control and trimming of trees and shrubs. Yards must be kept free of debris and trash.
10. No automatic dusk to dawn type lights over 7' high off the ground are permitted, except streetlights. Dish-type TV receivers up to approximately 24" in diameter are allowed, provided they are installed on the rear half of the dwelling LOT.
11. Swimming pools are to be located on the LOT in the area defined by the back 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 is not permitted.
 - a. The conditions and restrictions contained in this Declaration and in any Addendum to this Declaration 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.

- b. These covenants set forth in this Declaration 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 covenant in whole or in part.
- c. 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.
- d. 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 provisions hereof shall be deemed to authorize any act in violation of any such law or ordinance.
- e. It is understood that Owner/Builder/Developer has imposed Restrictive Covenants (otherwise known as Deed Restrictions) but is not responsible

for enforcement of these restrictions. Any and all owners can enforce these Restrictive Covenants.

WITNESS:

[Handwritten signature]

Patrick T. Kreiser
PATRICK T. KREISER, Declarant

Shawn Yvette Gerhardt-Kreiser
SHAWN YVETTE GERHARDT-KREISER, Declarant

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Lebanon) SS:

On this, this 1st day of February, 2006 before me, a Notary Public personally appeared PATRICK T. KREISER and SHAWN YVETTE GERHARDT-KREISER, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the foregoing WHEATLAND MANOR PHASE 4 RESTRICTIVE COVENANTS/DEED RESTRICTIONS for the purposes therein contained.

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

NOTARIAL SEAL
WENDI J. DONMOYER, NOTARY PUBLIC
CITY OF LEBANON, LEBANON COUNTY
MY COMMISSION EXPIRES NOV. 22, 2007

[Handwritten signature]
Notary Public

NOTARIAL SEAL
WENDI J. DONMOYER, NOTARY PUBLIC
CITY OF LEBANON, LEBANON COUNTY
MY COMMISSION EXPIRES NOV. 22, 2007