

WHEREAS, ROBERT E. EBERLY, TRUSTEE, is the owner of all that certain tract of land situate in South Union Township, Fayette County, Pennsylvania, more particularly bounded and described in deed of Orville Eberly to Robert E. Eberly, Trustee, dated September 29, 1980, and recorded in the Recorder of Deeds Office of Fayette County, Pennsylvania, in Deed Book Volume 1279, page 834, containing 64.53 acres, to which description contained in said deed reference is hereby made; and

WHEREAS, said ROBERT E. EBERLY, TRUSTEE, has laid out upon a portion of said tract of land a plan of lots known as "Regency Forest Plan No. 1 and Plan No. 2" (hereinafter sometimes referred to as "the Plan"), a plot of which is of record in the Recorder of Deeds Office of Fayette County, in Plan Book Volume 35, page 51, and in Plan Book Volume 35, page 52.

WHEREAS, said ROBERT E. EBERLY, TRUSTEE, desires to dedicate the streets as shown and located on the Plans to use in common by the owners of the land abutting thereon and to the use of the public in general; and

WHEREAS, said ROBERT E. EBERLY, TRUSTEE, desires further to restrict the use of said lots and for that purpose had made the following declaration;

NOW, THEREFORE, BE IT KNOWN THAT, the undersigned, ROBERT E. EBERLY, TRUSTEE, as the owner of all of the lots in said Plans does by these presents dedicate the streets shown on said Plans to use in common by the owners of the land abutting thereon and to use of the public in general and of all owners now or hereafter of lots in said Plans and does further by these presents restrict the use of said lots laid out in said "Regency Forest Plan No. 1 and Plan No. 2", by the following protective covenants, to-wit:

1. LAND USE AND BUILDING TYPE:

All lots in the Plan shall be used exclusively for residential purposes. No structures shall be erected, altered, placed or replaced or permitted to remain on any lot other than one detached single family dwelling, not to exceed two and one-half stories in height and a private garage which shall be integral or attached to the dwelling.

The natural beauty and characteristics of the lots are to remain intact as much as possible. Trees with a diameter of 12 inches or more shall not be cut or felled other than such as may be necessary to remove for the building site and driveway or to correct an unsafe condition.

2. DWELLING SIZE:

No dwelling or residence structure shall be erected or placed on any lot in the Plan unless ground floor square foot area shall conform to the following minimums:

(a) Not less than 1,500 square feet, exclusive of garage and porches for a one-story structure.

(b) Not less than 1,200 square feet, exclusive of garage and porches, for a one and one-half story structure.

(c) Not less than 1,000 square feet, exclusive of garage and porches, for a two-story structure.

(d) Not less than 1,500 square feet above the basement and garage for a split-level or tri-level dwelling, exclusive of porches.

No building shall be erected upon any lot which shall have an exterior finish of concrete block, cinder block, or tile above the grade line.

3. BUILDING LOCATION:

No building shall be located on any lot nearer to the front lot line or nearer to the side street line the minimum set back line shown on the Plan. No building shall be erected or located nearer than fifteen (15) feet to any side lot line which is not a street boundary. However, if any owner should own two or more contiguous lots in the Plan, said lots may be treated collectively as one building lot by the owner thereof. In such event, the owner may locate his dwelling thereon without regard to the division line or lines between the lots owned by said owner; provided, however, in all events, the owner must comply with the restrictions of this paragraph as they apply to any of the owner's boundary lines which border on a street or which border on a lot not owned by him.

4. LOT RESUBDIVISION:

No lot shall be resubdivided into two or more building lots or plots. The intention being that no more than one dwelling can be erected on any lot as originally laid out.

5. EASEMENTS:

Easements for installation and maintenance of utilities and drain facilities are reserved as shown on the Plan. 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 of drainage channels through these easements.

6. NUISANCES:

Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood.

7. 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.

8. SIGNS:

No signs of any kind shall be displayed to the public view on any lot except those used by a builder during construction or a sign of not more than five square feet advertising the property for sale or rent.

9. GAS, OIL AND MINING OPERATIONS:

No oil or gas drilling, development, operations, refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mining excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

10. ANIMALS AND LIVESTOCK:

No animals, livestock, or poultry of any kind shall be raised, kept or bred on any lot except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

11. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping grounds for rubbish. Trash, garbage and other waste matter shall be kept in a sanitary container. All containers, incinerators, or other equipment for the storage or disposal of such materials shall be kept in a clean, sanitary and concealed condition.

12. SEWAGE DISPOSAL:

For as long as a central sanitary sewer system is available for the use of the lots in the Plan, no individual sewage disposal system shall be permitted on any lot.

13. UNDERGROUND UTILITY SERVICE:

All lots serviced by an underground utility service line must have an underground house service line from the utility's line to the dwelling. No exposed or exterior radio transmission or receiving antenna shall be erected, placed or maintained on any lot or structure in the Plan. For as long as underground television cable service is available to the lots in the Plan, no exterior television receiving antenna shall be erected on any lot or other structure.

14. STORM AND SURFACE WATER:

No storm or surface water shall be collected or discharged from any of the lots in the Plan into the sanitary sewer system which shall serve the lots in the Plan.

15. SWIMMING POOLS:

No above ground swimming pools are permitted on any lot.

16. GENERAL PROVISIONS:

(a) These covenants are to run with the land and shall be binding on all parties and persons claiming under them until January 1, 2000, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the then owners of said lots it is agreed to change said covenants in whole or in part.

(b) The above recited restrictions and conditions are and shall be covenants running with the land and are hereby incorporated as part of the aforementioned "Regency Forest Plan No. 1 and Plan No. 2", as recorded in the aforesaid Recorder's Office, and all conveyances of any of said lots contained in said Plan or parts hereof, shall be made under and subject to said restrictions and conditions and shall be deemed accepted by the grantee or grantees thereof, even though such restrictions or conditions are contained in such deed or deeds by reference only to the place of recording of this declaration.

(c) In the event that any one of said restrictions and conditions shall be invalidated by Court Order or Decree, such invalidation shall in no way affect any of the other provisions hereof, all of which shall be and remain in full force and effect.

(d) It shall be lawful for any person or persons owning any real property situate in the Plan to prosecute any proceeding at law or equity against a person or persons violating or attempting to violate any such covenant or restriction to enjoin said violation.

WITNESS the due execution hereof, the 2nd day of MAY -
1990.

RB 682-72

BY: Robert E. Eberly
Robert E. Eberly, Trustee

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF FAYETTE) SS.

On this, the 2nd day of MAY, 1990, before me, the undersigned officer, personally appeared ROBERT E. EBERLY, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein.

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

NOTARIAL SEAL
GERALDINE SANTE, Notary Public
UNIONTOWN, FAYETTE COUNTY, PA.
MY COMMISSION EXPIRES NOVEMBER 13, 1993

Geraldine Sante
Notary Public
My commission expires _____


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ROBERT E. EBERLY
P. O. BOX 2023
UNIONTOWN, PA 15401

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not (2)*

682-69
004417
RECORDED
MAY 2 10 35 AM '90
DAVID S. MALONEY
RECORDER
FAYETTE COUNTY



STATE OF PENNSYLVANIA
COUNTY OF FAYETTE
Recorded on May 2, A.D. 19 90
in the Recorders Office in record Book 682
Page 69. Given Under my hand and the
seal of said office this day written.
David S. Maloney Recorder of Deeds