

Phase I

20700

PROTECTIVE COVENANTS

FOOTHILLS OF KENSINGTON

DAVID W. BOWEN  
RECORDER OF DEEDS  
FRANKLIN COUNTY

1350  
1993 MAY 21 P 12:15  
RECORDED

The following protective covenants are imposed by J. Daniel Van Kampen and Nina C. Van Kampen, as Owners for Foothills of Kensington, and shall only apply to Lots 1 through 66 of the subdivision dated June 18, 1990, revised December 7, 1990, further revised October 2, 1992, and recorded among the Plot Plan Records of Franklin County, Pennsylvania, in Deed Book Volume 288-F, Page 179.

1. All lots shall be used for single family residential purposes only.

2. No portion of the lot shall be used in such a manner as to be a public nuisance, a junkyard, or a storage of unlicensed and/or unregistered vehicles, nor shall any mobile homes or trailers be placed on said lot; further, no trade materials or inventories may be stored outside of the dwelling or garage at any time.

3. No building, including porches, but not fences, shall be constructed or erected outside the township building set-back line.

4. No building or fence shall be constructed, placed or altered on said lot until after the plans, specifications and elevations of such building, along with the home builder's name, have first been approved in writing by J. Daniel Van Kampen and Nina C. Van Kampen, or their heirs and assigns, or by such a person or persons designated by the aforesaid to approve such plans and specifications. A structural and aesthetic evaluation will be made to assure an overall compatibility with the existing neighborhood residences. Approval of the plans will not be unreasonably denied. The general guidelines are as follows:

(a) The exterior construction of any dwelling shall be stone, stucco, brick, random rock, clapboard wood, aluminum, or vinyl siding and any exposed foundation shall also be finished with the aforementioned. Any other exterior finish not mentioned above is subject to approval by the Developer, it's successors and assigns.

(b) Every house must have at least a two-car garage and such garage or any other outbuilding shall be of similar construction materials, colors, and architectural style as the house.

4.

(c) Any dwelling shall provide off-street parking and no vehicles shall be permitted to be parked in the yard of the dwelling, and further, no vehicle exceeding one (1) ton shall be permitted to be maintained outside of the garage.

(d) Each owner must provide a dusk-to-dawn light on a pole, 15 feet or more from the front property line so that said security lighting will compliment both the owner and the neighborhood.

(e) All utility services shall be installed underground from the main service along the public road to the dwelling.

(f) No fence other than an ornamental fence not exceeding four (4) feet in height shall be permitted in the front or side yard of any lot.

(g) Until construction of a dwelling has commenced, the owner of the lot shall properly maintain said lot. After construction of a dwelling has been started, the exterior of such construction shall be completed within nine (9) months. The lawn shall be graded and seeded and the driveway hard surfaced within one (1) year of the start of construction.

5. No livestock, poultry, pigeons, or animals of any kind, including horses, shall be kept on said premises, except household pets; no kennels for the breeding or boarding of dogs shall be maintained on said lots. Pets must be kept within the lot boundary and must not be noisy or create foul odors. Dog houses will only be permitted on lots that border farmland or meadows, and must be on the back thirty (30) feet of the property.

6. All satellite dishes shall be kept to the rear of the dwelling.

7. No fuel storage tanks, except underground or within the building, shall be kept or maintained.

8. Natural drainage of water over the lots shall not be obstructed or impeded in any way.

9. All lot owners shall be subject to the utilities and notes of survey as more fully set forth in the above referenced subdivision plan, and further, there shall be reserved along all lot boundary lines an easement of at least ten (10) feet wide for utilities and drainage.

I do hereby Certify that Grantee present residence and complete post office address is 25 Sheffield St  
Chamblee, GA  
Witness my hand this \_\_\_\_\_  
day of 5-21 1973

