

Amended Protective Covenants

Foothills of Kensington-Phase III

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The following Amended Protective Covenants are imposed by J. Daniel Van Kampen and Nina C. Van Kampen, as Developers of the Foothills of Kensington, and shall only apply to lots 91 through 120 of the subdivisions dated September 5, 2008, among the Plot Plan Records of Franklin County, Pennsylvania, Instrument Number 200818149.

1. All lots, excluding Lot 106, shall be used for single family residential purposes only. A residence with an "in-law quarters" will be considered a single family dwelling for purposes of these covenants.
2. No evidence of commercial activity, including any type of sign, shall be permitted outside the dwelling unit or any other building located on the premises. No child or adult day care services which would require licensing by the Commonwealth of Pennsylvania shall be permitted.
3. No portions of the lot shall be used in such a manner as to be a public nuisance, junkyard, storage of unlicensed and/or unregistered vehicles, storage of garbage or debris, and shall at all times be maintained in a sanitary condition. Trash receptacles shall be kept in garage or screened area hidden from public view.
4. No mobile home or trailer shall be placed on the lot.
5. Adherence to township, utility (electric, cable, telephone, sewer, and water), and PA ONE CALL codes, laws, and ordinances shall be observed in the placement of any building and/or plantings.
6. 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 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 structure and aesthetic evaluation will be made to assure 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 the house shall be 30% brick, stone, stucco, or fiber cement siding. The remaining exterior of any dwelling, including exposed foundation shall be the aforementioned or siding. Exterior materials must be labeled on the plans, noting architectural appeal, and is subject

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- to approval by the Developer, its successors and assigns. All main roofing must have a minimum pitch of 5/12 or greater.
- b) Every house must have at least a two-car garage and such garage or any other outbuilding or shed shall be of similar construction materials, colors, and architectural style as the house.
 - c) Every dwelling shall provide off-street parking where all cars are to be parked, except visitors may park on the street and/or in the yard for a special occasion. Further, no vehicle exceeding $\frac{3}{4}$ 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 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. No overhead wires or utilities of any type may be constructed on or access any lot.
 - f) No fence shall be permitted in the front or side yard of any lot. The rear yard may have only an architecturally and developer approved fence not more than 5 $\frac{1}{2}$ feet in height.
 - g) Above ground pools shall be fenced and landscaped with evergreen plantings to soften and blend pool sides from street and adjoining property.
 - h) Until construction of a dwelling has commenced, and during the construction process, the owner of the lot shall properly maintain said lot by mowing grass and cutting weeds. After construction has been started, the exterior of said construction shall be completed within nine months. The lawn shall be graded and seeded, the deck completed, and the driveway hard surfaced within one year of the start of construction.
7. No livestock, poultry, pigeons, or animals of any kind, including horses, shall be kept on said premises, except household pets. No kennels for breeding or boarding of animals shall be maintained on said lots. Pets must be kept within the lot boundary and must not be noisy or create foul odors. Doghouses will only be permitted when placed at rear of the house and not visible from the street.
 8. No fuel storage tanks, except underground or within the building, shall be kept or maintained on a lot except propane tanks. Such tanks shall be maintained in a screened area: i.e. fenced in or hidden by shrubs.
 9. No outside TV antennas, towers, or satellite dishes shall be permitted unless screened from view of surrounding properties and approved by the developer (24" size or less). Clothes lines for drying of laundry shall be permitted in rear of dwelling.
 10. Mailbox and post shall be of Architectural style, placement adhering to law.

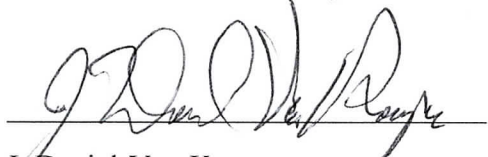
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11. Natural drainage of the water over the lots shall not be obstructed or impeded in any way. All owners will comply with signing of needed paperwork required by the Soil and Conservation District to transfer responsibility to them.
12. No further subdivision of any lot shall be permitted.
13. These covenants are to run with the land and shall be binding on all parties and persons claiming under them.

If parties hereto, or any of them, or their heirs, successors and assigns, shall violate or attempt to violate any of the covenants contained herein, it shall be unlawful for any other person, persons, or entity owning any real estate situated in the Foothills of Kensington and which is subject to these, or substantially identical covenants, to prosecute any proceedings at law or in equity against the person, persons, or entity violating or attempting to violate any such covenants, and either to prevent it, her, him, or them from so doing or to recover damages or other dues and expenses for such violations.

14. Invalidation of any one of these covenants or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Seal and delivered in the presence of:



J Daniel Van Kampen



Nina C. Van Kampen

Parcel ID Number: 12-0F32.-012.-000000 _____

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COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF FRANKLIN :

On the 10th day of January, 2020, before me, the undersigned officer, personally appeared J. DANIEL VAN KAMPEN and NINA C. VAN KAMPEN, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

Witness my hand and official seal, the day and year aforesaid.

Cherie D. Evans

Notary Public

Commonwealth of Pennsylvania - Notary Seal Cherie D. Evans, Notary Public Franklin County My commission expires October 24, 2023 Commission number 1360095
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