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Franklin County, Pennsylvania.



51661
Protective Covenants

RECORDED

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Linda Miller
Linda Miller
Recorder of Deeds

SEP 14 12 27 PM '98

LINDA MILLER
RECORDER OF DEEDS
FRANKLIN COUNTY

The following protective covenants are imposed by J. Daniel Van Kampen and Nina C. Van Kampen, as Developers for Foothills of Kensington, and shall only apply to Lots 67 through 90 of the subdivision dated June 7, 1994 and further revised June 8, 1998 and recorded September 2, 1998 among the Plot Plan Records of Franklin County, Pennsylvania in Deed Book Vol. 288-G, page 917.

1. All lots 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 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 home or trailer 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 setback 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 the house shall be 30% brick, stone, or stucco. The remaining exterior 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. A stucco design must include architectural appeal and, as with all plans, must be approved by the developer.
 - (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.
 - (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. The rear yard may have an ornamental fence 5 ½' in height. No fence shall be constructed, placed, or altered on said lot until after the plans and specifications of such fence have been approved in writing by J. Daniel and Nina C. Van Kampen of their heirs and assigns.

(g) No above ground pools shall be constructed on the premise. In ground pools shall be fenced.

(h) 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, the deck completed, 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. Doghouses will only be permitted on wooded lots that border farmland or meadows, must be within the wooded area, and must be approved in writing by the Developers.

6. Satellite dishes over 2' are not permitted.

7. No fuel storage tanks, except underground or within the building, shall be kept or maintained except propane tanks for gas fireplaces. Such tanks will be camouflaged by greenery or wood or house enclosure.

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.

10. No further subdivision of any lot shall be permitted.

11. These covenants are to run with the land and shall be binding on all parties and persons claiming under them.

If the 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 lawful 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 violation.

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

Seal and delivered
in the presence of:

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

J. Daniel Van Kampen
[Handwritten signature]

Nina C. Van Kampen

ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA :

SS.

COUNTY OF FRANKLIN

On this 14 day of September, 1998 before me, a Notary Public, 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.

In Witness Whereof, I have hereunto set my hand and official seal.



NOTARIAL SEAL
Mark Richard Fiohr, Notary Public
Gullford Twp., Franklin County
My Commission Expires April 09, 2001

[Handwritten signature]

NOTARY PUBLIC