

(1111)

PROTECTIVE COVENANTS AFFECTING THE RUSTIC RIDGE
PLAN OF LOTS VI AND VI-A SITUATED IN THE BOROUGH OF PLUM,
COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA
AS RECORDED IN THE RECORDER'S OFFICE OF
ALLEGHENY COUNTY IN PLAN BOOK VOLUME 236, PAGES
46 TO 53 AND PLAN BOOK VOLUME 244, PAGE 171 RESPECTIVELY

WHEREAS, Grasinger Homes Inc. a Pennsylvania Corporation is the owner of all the numbered lots in a certain plan of lots situate in the Borough of Plum, Allegheny County, Pennsylvania, known as Rustic Ridge Plan of Lots 6 and 6A, which plan has been recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 236 Pages 46 to 53, Inclusive and Plan Book Volume 244, Page 171, respectively.

WHEREAS the undersigned as owner of all the numbered lots in said Plan, desire to restrict the use to which the said numbered lots may be put:

NOW THEREFORE, be it known that the undersigned, as such owner, does hereby adopt the following restrictions and covenants to which all of the numbered lots in the said Plan to be held or to be conveyed by it shall be subject.

(a) These restrictions shall run as covenants with the land and shall be binding on the undersigned and all persons claiming under it until January 1, 2012 at which time the said covenants shall be automatically extended for successive periods of ten (10) years, unless, by a vote of the majority of the then owners of the lots in said above mentioned plan, it is agreed to change said covenants and restrictions in whole or in part.

(b) None of the said lots shall be used for any purpose other than for residential uses and no structure shall be erected or maintained on any building plot other than one detached single family dwelling and its appurtenant garage; provided however, that prior to January 1, 2007 upon written approval of the committee named in paragraph (g) hereof any of the said lots may be used and structures may be erected thereon and used for a model, sample, or display homes, real estate office, and real estate advertising displays and devices.

(c) No building or any part thereof shall be erected nearer to the front lot line or nearer to the side street than the building setback lines shown on the said Plan as recorded, nor shall any building be erected nearer than current municipal requirements to the side line of any building plot. No structure other than the dwelling shall be erected on any building plot nearer to a street on which said plot abuts than the nearest wall of the dwelling erected thereon.

(d) All Lots shall be seeded within 30 days of completion of said dwelling; any home completed between November 1 through March 30 shall be seeded no later than April 30.

(e) Nothing shall be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

(f) No trailer or tent shall be placed on any building plot. No shed may be erected without approval from this committee on size, layout, materials, screening, etc. No basement, garage, nor any structure other than the dwelling house for which the plans have been approved in accordance with the terms hereof, shall be used as a residence, temporarily or permanently. No dwelling house in the process of construction shall be occupied as a residence until the exterior construction thereof shall have been completed.

(g) No building shall be erected, placed, or altered on any building plot in the aforementioned Plan until the building plans, home designs, blue prints, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external structures in the subdivision and as to location of the building with respect to topography and finished ground elevation, by Frank J. Grasinger, or by a representative designated by Frank J. Grasinger. Such approval shall not constitute any warranty, express nor implied. In the event Frank J. Grasinger or his designated representative fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it and if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied. Neither Frank J. Grasinger nor his designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of Frank J. Grasinger and of his designated representative shall cease on January 1, 2012. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by Frank J. Grasinger.

(h) Frank J. Grasinger or his designated representative have the right and authority to waive, change, alter, add to, or modify any of the foregoing restrictions, limitations, or covenants in respect all of the said lots or in respect to any one or more of said lots, provided (1) such waiver, change, alteration, addition or modification shall be made or granted prior to January 1, 2012 and (2) such waiver, change, alteration, addition or modification shall be in writing setting forth the conditions and limitation of such waiver, change, alteration, addition, or modification.

(i) All foundations shall be brick to grade on all four sides.

(j) Easement shown on said Plan above mentioned are reserved for sewers, drainage, water and utility installations and maintenance, and for such purposes and uses as may be shown on said Plan recorded.

(k) No fence shall be erected on any building plot nearer to a street upon which said plot abuts the nearest wall of any dwelling house erected thereon and no fence shall be built to a greater height than five (5) feet.

(l) If any person or persons shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person owning any real property situate in the said Plan aforementioned to prosecute any proceeding in law or equity against the person or persons violating for attempting to violate any such covenant and/or restriction to prevent him, them, or it from so doing.

(m) Upon the purchase of any lot for construction of a residential dwelling, the owner or co-owners shall be required to become a member of the Rustic Ridge Homeowners Association, an unincorporated association.

(n) Each purchaser of a lot in the Rustic Ridge Plan of Lots, shall, upon the purchase, become a voting member of the Rustic Ridge Homeowners Association and receive all of the rights and privileges in the Unincorporated Homeowners Association as well as the obligation and duties shall continue until sale of the lot to a successor in title. This provision shall run with the land and be binding on a successor.

(o) The invalidation of any one of the covenants and/or restrictions by judgment, decree, or order of Court shall in no way affect any of the other provisions which shall remain in full force and effect.

WITNESS the due execution hereof this 14th Day of May, 2004.

ATTEST



SECRETARY



PRESIDENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

SS:

I hereby certify that on this 14th Day of May, 2004, before me, the subscribed, a Notary Public in and for the said County and Commonwealth, personally appeared Frank J. Grasinger who acknowledged himself to be the President of Grasinger Homes Inc., a Pennsylvania Corporation and owner of a plan of lots recorded in Plan Book Volume 236 Pages 46-53 and Plan Book Volume 244, Page 171 respectively in Allegheny County and that such President being authorized to do so, executed the foregoing Protective Covenants for the purposes therein contained by signing the name of the Corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year aforesaid.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Marian L. Grasinger, Notary Public
Plum Boro, Allegheny County
My Commission Expires Nov. 9, 2007
Member, Pennsylvania Association of Notaries

Marian L. Grasinger
NOTARY PUBLIC