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DECLARATION OF RESTRICTIONS

OCT 27 3 42 PM '97

KNOW ALL MEN BY THESE PRESENTS, that Custer Development Company, formerly Custer Homes, Inc., a Pennsylvania corporation, formerly Stan Custer, Inc., being the owner of all those certain two (2) lots designated thereon, Plan of Mountaindale, being recorded in the Office of the Recorder of Deeds of Dauphin County in Plan Book "B", Volume "5", Page 55, does hereby declare that all and singular the said lots of land thereinabove referred from this date be and remain subject to, and it is hereby established and ordained with respect to all and singular the following restrictions and conditions which shall run with the land. SUSQUEHANNA TWP

DAUPHIN CO.
PENNA

1. Both lots shall be used for residential purposes only, no other land use shall be permitted thereon at any time. No business, professional office, store retail operation or any other commercial or such summer enterprise of any kind shall be conducted on any lot or in or a part of any residential structure erected upon a lot. However, a professional office may be maintained in conjunction with the residential use if approved in the manner set forth in paragraph 8 hereinafter. No structure other than a one single family dwelling house with an attached or detached garage for not more than five (5) cars and not to exceed two and one-half (2 ½) stories in height may be constructed on each lot. Provided the same are compatible with the nature, design, landscape and construction of the single family dwelling house, and are properly landscaped and screened, small tool sheds, tennis courts, swimming pools, bath houses structures and accessory facilities, ancillary or incidental to residential use may be erected on any lot.

2. No dwelling shall be permitted on any at a cost of less than $500,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling site. The ground floor of the main structure, exclusive of one story open porches and garages, shall be not less than 2,500 square feet for a one-story dwelling, not less than 2,000 square feet for a dwelling of more than one story. Dwellings shall not have exterior vinyl or aluminum siding installed. le.

3. No structure of a temporary character, trailer, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence, either temporary or permanently.

4. No building shall be erected on any lot nearer to the front lot line, or the side lot line where there is a side street, than the minimum building setback lines shown on the recorded plot. In any event, no building shall be located on any lot nearer than 55 feet to the center line of any abutting street nor nearer than 25 feet to the interior lot line, or nearer than 25 feet to the rear lot line.

5. Easements for installment and maintenance of utilities and drainage facilities are reserved as shown on the recorded plan.

6. Garages holding no more than five (5) automobiles may be erected and maintained which shall not exceed two stories in height, shall be accessory to the use of the dwelling house and not used as a dwelling and shall comply with all other setbacks as shown on the plan.

7. No tank for storage of ten (10) gallons or more gas flammable liquids may be maintained outside of a building on any lot.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept in any dwelling or on any lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than five (5) pets in the aggregate may be kept on any lot. Each owner shall be responsible for the control of his or her domesticated household pets and shall be responsible for cleaning up after his or her pet. In the event of failure of owner to properly clean up after his or her pet, the Declarant may take whatever action is necessary to clean up after the pet of owner and may surcharge owner for the reasonable costs thereof.

9. No garbage, refuse, rubbish or cutting shall be deposited on any lot, street, sidewalk or parking area. Containers provided by the Declarant or lot owners shall not be placed on any street, sidewalk, or part of the Common Area except when necessary for collection and shall regularly be kept in a location on the lot which is unobtrusive to view from any other adjoining lot.

10. No structural improvements of any kind (including, but not limited to, mailboxes and attachments thereto, and swimming pools) shall be erected, placed or altered on any lot until the building plans, specifications and plot plan showing the location approved by Custer Development Company or the architectural control committee appointed by Custer Development Company, if any,

as to size, quality, materials, harmony, topography, location on the lot, finished grade elevation, landscaping, exterior lighting, color schemes, estimated costs, and all matters of exterior style and appearance, and such other information as shall be reasonably requested,

11. No commercial or other non-passenger vehicle of any type and no unlicensed or non-operational motor vehicles of any type shall be permitted to remain overnight on any property of a lot owner within said lots, other than as may be used by the Custer Development Company, or a builder approved by the Custer Development Company, in conjunction with building operations.

12. No radio or television antennas, or satellite dish antennas, in excess of thirty inches in diameter shall be erected or maintained outside of a building on any Lot without the express written approval of Declarant, Custer Development Company.

13. No noxious, unsightly or offensive activity, including vehicle repairs done outside of buildings, shall be conducted on the property of a lot owner or on the streets, nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance to the nearby residents.

14. No recreational vehicle or boat (including, but not necessarily being limited to, a motor home, travel trailer, boat, trailer or snowmobile) shall be stored on any lot, which shall be visible from any location off of the lot, or on any street.

15. All driveways and parking areas of each lot shall be paved with asphalt or constructive material acceptable to Custer Development Company or architectural control committee, if any.

16. Any further subdivision of any lot on the aforesaid plan is strictly forbidden, unless first approved in writing by Custer Development Company.

17. Each lot shall be maintained in a neat, clean and attractive manner, consistent with its natural wooded state, prior to, during and after construction of any structure. All grass, trees, and shrubbery shall be maintained and pruned regularly and kept in an attractively, orderly condition at all times. Any dead or diseased tree(s) must be promptly removed from the lot. Upon receipt of notification, the Custer Development Company providing not less than twenty (20) days notice, the Owner shall remove any such dead trees and upon failure to do so, the Custer Development Company or Association may do so and will charge and assess the Owner therefor. Furthermore, no trees having a diameter of six (6) inches or more shall be cost down, unless dead, damaged or diseased,

without the prior approval of the Custer Development Company, or the Association. If there would occur a violation of this provision, the Owner may be required to replant and replace such trees, cut and remove without approval at his cost and if he would fail to do so after not less than fifteen (15) days notice, the Custer Development Company or Association may replace such trees and will charge and assess the Owner therefor.

18. If any structure is partially or totally damaged by fire or other casualty, the Owner shall repair or reconstruct the structure in accordance with the plans and specifications submitted to, and approved by, the Custer Development Company or the architectural review committee, if any. All repairs and reconstruction shall be commenced within six (6) months and complete within twelve (12) months after the damage has occurred. If the damaged structure is not repaired or reconstructed because of reasons beyond the owner's control, the Owner shall clear and restore the site to its natural state within six (6) months of the date of the damage.

19. No residential or accessory building shall be erected, altered or placed on any lot until construction plans and specifications and a plan showing the location of the structures have been approved in writing by the Declarant, Custer Development Company, its successors or assigns or by a committee appointed by the Grantor, or elected by a majority of the owners of the lots in this section of Mountaindale. No fence, partition, or wall of any type or composition shall be erected on any Lot unless apporved in writing by Declarant, Custer Development Company, furthermore no tree of a diameter of six (6) inches or more shall be removed unless similarly approved.

20. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than eight (8) square feet, advertising the property for sale or rent, or used by the builder or developer to advertise the property during the construction and sale; or a sign not larger than six (6) inches by twenty-four (24) inches, bearing the name and occupation of the practitioner of a profession.

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically renewed for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, this Declaration of Restrictions has been executed this 24th day of October, 1997.

CUSTER DEVELOPMENT COMPANY

By: _____
Stan Custer, Jr., President
Declarant

_____
L. Scot Custer, Secretary

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COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF Dauphin)

BE IT REMEMBERED, that on October 24, 1997, before me the subscriber personally appeared Stan Custer, Jr., known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within deed and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and seal the day and year aforesaid.

_____
Notary Public

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NOTARIAL SEAL
BelleAmie B. Moore, Notary Public
Harrisburg, Dauphin County
My Commission Expires Dec. 13, 1997