

SOMERSET COUNTY  
DEED BOOK

VOL: 631 PAGE 438

Dec. 16, 2005: See RBV 1861 Pg 908' for "CORPORATE RESOLUTION".  
Patricia A. Brant  
Recorder of Deeds

RESTRICTIVE COVENANTS AND BUILDING RESTRICTIONS

WHEREAS, Garden Lake Estates, Inc., a Pennsylvania corporation, is the owner of a tract of land situate in Upper Turkeyfoot Township and Middlecreek Township, Somerset County, and Springfield Township, Fayette County, Pennsylvania, which has been subdivided into a plan of lots known as King's Mountain Plan of Lots; and

WHEREAS, it is the desire and intent of Garden Lake Estates, Inc., to establish and impose on all lots in said Plan, unless specifically excepted by Garden Lake Estates, Inc., the restrictive covenants and building restrictions hereinafter set forth and to sell all lots in said Plan subject to the same covenants;

NOW, THEREFORE, in consideration of the premises, Garden Lake Estates, Inc., does hereby covenant, agree and stipulate that:

1. All lots in the King's Mountain Plan of Lots, unless specifically excepted by Garden Lake Estates, Inc., shall be used only for private residential purposes and any building erected thereon may be used only for said purposes.

2. No cottage, house, building or other structure shall be erected, altered or permitted to remain on each residential lot other than a dwelling unit for occupancy by one family not exceeding 2-1/2 stories in height and with a minimum of 480 square feet on the first floor, exclusive of basement and porch, garage and car port area, and all newly erected dwellings and garages shall be constructed of good grade timber or building material, and all frame dwellings or garages having wood, aluminum or other type siding requiring painting, shall be immediately painted with not less than two coats of good quality paint. In no case will the exposure of solid walls constructed of plain concrete or cinder blocks be permitted above the floor of the first level of the structure. Any exposed block surface shall be finished, and treated by a surface coating adequate to insure a continuing neat appearance.

3. No lot in said Plan, or any house or outbuilding, or any portion thereof erected on such lot, shall be used or permitted to be used for the purpose of trade, commerce or business.

or any offensive use, purpose or occupation; nor shall any poultry or livestock, excepting domestic pets, be kept or be permitted to be kept thereon or therein; nor shall any rubbish or refuse of any description whatsoever be accumulated or be permitted to be accumulated thereon or therein; nor shall the owner do or suffer thereon to be done anything which shall be a nuisance to the person or persons for the time being owning or occupying any of the land included in said Plan or adjoining plan of lots. The specific enumeration of the prohibited uses set forth in this paragraph shall not affect or limit the general restrictions set forth in paragraph 1.

4. At no time shall any trailer, basement, tent, shack, garage, barn or other outbuilding be erected or permitted to remain on a residential lot for residential purposes, nor shall any structure of a temporary character be used as a residence.

5. There shall be at no time hereafter erected, caused or permitted to remain on each residential lot any fence or wall having a height greater than six feet, nor any shrub, bush, tree or hedge, gate or fence within ten feet of the front property line of said lot; nor shall more than one "For Sale" or "For Rent" sign of a size not exceeding two feet by three feet in size; nor any building or structure used for residential purposes or storage within 50 feet of the front property line of said lot.

6. No noxious nor offensive trade or activity shall be conducted on any lot, nor shall there be any activity which may be or may become an annoyance or nuisance to the other owners of lots in such Plan.

7. Written approval must be secured in advance from Garden Lake Estates, Inc., before any owner may--

(a) erect, alter, place, or permit to remain any building or any addition or alteration to any building which materially alters the exterior design, appearance or character thereof;

(b) erect, cause, or be permitted any sign, wall or fence;

(c) install any individual water supply or sewage system and in no instance will permission be granted if such system is not located, constructed or equipped in accordance with the requirements, standards and recommendations of the State and local public health authorities; or

(d) clear his lot of brush or trees from the months of April to November, inclusive, and permission will be refused if in the judgment of Garden Lake Estates, Inc., a fire hazard would be created.

8. The requirement of written approval as enumerated in paragraph 7 shall be deemed to have been complied with if

the plans, specifications and requests have been delivered in person or sent by registered mail to the registered office of Garden Lake Estates, Inc., as filed with the Secretary of the Commonwealth of Pennsylvania, at Harrisburg, Pennsylvania. Such plans, specifications and requests so delivered or mailed will be deemed to have been approved by Garden Lake Estates, Inc. unless notice of disapproval will have been sent by Garden Lake Estates, Inc., acting through its President or Secretary, by registered mail, to the person and address accompanying such plans, specifications or request, within thirty (30) days after said mailing or delivery of such plans, specifications or request.

9. An easement of ten (10) feet in width is created along all sides of each lot in the Plan for the drainage of surface water, installation of storm sewers, sanitary sewers, water lines, and electric and gas utility lines. Garden Lake Estates, Inc., its successors or assigns, has the right to enter upon the lots for the purposes of installing, maintaining or repairing any of the above facilities. All purchasers of any lot and any person claiming thereunder agree to maintain said easement areas free and clear of any debris, and agree to hold harmless Garden Lake Estates, Inc., or its successors, from all liability for any damage resulting from the presence of said watercourses, storm sewers, sanitary sewers, water lines, or electric and gas utility lines within the said easement area.

10. Any time in the future Garden Lake Estates, Inc., its successors and assigns, shall have the right to purchase said premises if the Purchasers desire to sell. If, at any time, the Purchasers, their heirs, executors or administrators, receive a bona fide offer for the premises and the Purchasers, their heirs, executors or administrators, decide to accept such offer, they shall first give written notice to Garden Lake Estates, Inc. and Garden Lake Estates, Inc., shall have the right within thirty (30) days from the receipt of such written notice of purchasing said premises at the price offered by such other party.

11. All lot owners shall bear their pro rata share of road maintenance costs.

12. No owner of any lot except Garden Lake Estates, Inc., shall in any way subdivide his lot and convey away fractions thereof so as to reduce the size of the lot originally conveyed to him.

Garden Lake Estates, Inc., intending to be legally bound hereby, has caused this stipulation to be duly executed by its proper officers this 7th day of September, 1966.

GARDEN LAKE ESTATES, INC.

Attest:

*Stephen E. Sullivan*  
Secretary

By *Sam Taylor*  
President





35504

RESTRICTIVE RESTRICTIONS AND  
BUILDING RESTRICTIONS FOR  
KING'S MOUNTAIN PLAN OF LOTS

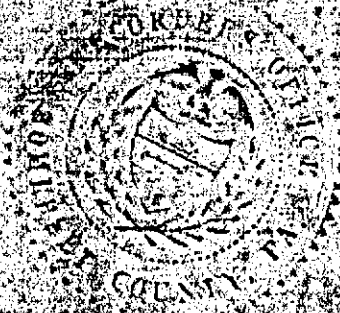
EDGER W. FRITZ  
RECORDER

D. S. T.  
SEP 8 11 05 AM 1966

ENTERED FOR RECORD  
SOMERSET COUNTY

CHARLES F. DEAN  
ATTORNEY AT LAW  
1400 JONES LAW BUILDING  
PITTSBURGH, PA.

FEES AND TAX PAID 6.<sup>00</sup>



State of Pennsylvania, SS.  
Somerset County, )  
RECORDED on this 8th day of September A. D.  
19 66 in the Recorder's Office of said County, in  
Deed Book, Vol. 631 Page 438 Given under  
my hand and the seal of said office, the day and  
year aforesaid.  
*Edger W. Fritz* Recorder