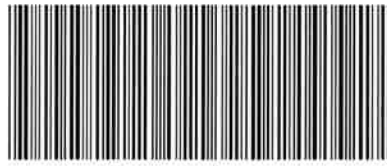


Lancaster County

Ann M. Hess
 Recorder of Deeds
 150 N. Queen Street
 Suite 315
 Lancaster, PA 17603
 Phone: 717-299-8238
 Fax: 717-299-8393



INSTRUMENT # : 6477310
 RECORDED DATE: 09/03/2019 11:57:20 AM



4041325-0022G

LANCASTER COUNTY ROD**OFFICIAL RECORDING COVER PAGE**

Page 1 of 6

Document Type: MISC - NON MORTGAGE
Transaction Reference: eSecureFile : 8860203
Document Reference:

Transaction #: 3875614 - 1 Doc(s)
Document Page Count: 5
Operator Id: lgordon

RETURN TO: (Simplifile)
 Regal Abstract Lancaster - EAST PETERSBURG
 BOROUGH
 600A Eden Road
 Lancaster, PA 17601
 (717) 399-9600

SUBMITTED BY:
 Regal Abstract Lancaster - EAST PETERSBURG
 BOROUGH
 600A Eden Road
 Lancaster, PA 17601

*** PROPERTY DATA:**

Parcel ID #:

Municipality:
 School District:

*** ASSOCIATED DOCUMENT(S):****FEES / TAXES:**

RECORDING FEE: MISC - NON MORTGAGE	\$13.00
CRC #6544	\$2.00
RIF #6543	\$3.00
WRIT TAX	\$0.50
EXTRA PAGE FEE	\$2.00
Total:	\$20.50

INSTRUMENT # : 6477310
 RECORDED DATE: 09/03/2019 11:57:20 AM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Lancaster County, Pennsylvania.



Ann M. Hess
 Recorder of Deeds

PLEASE DO NOT DETACH
 THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always controls.
 *COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT AFTER RECORDING FOR ADDITIONAL INFORMATION.

Prepared by: Hess Home Builders, Inc.
15 Meadow Lane
Lancaster, PA 17601

Return to: Same

Parcel Numbers:

220-55044-0-0000
220-56639-0-0000
220-57537-0-0000
220-58335-0-0000
220-59234-0-0000
220-60130-0-0000
220-61429-0-0000
220-62426-0-0000
220-63426-0-0000
220-64325-0-0000
220-65125-0-0000
220-66024-0-0000
220-56219-0-0000
220-57512-0-0000
220-58712-0-0000

**RESTRICTIONS AND PROTECTIVE COVENANTS
FOR A FINAL SUBDIVISION LOCATED ON GRAYSTONE ROAD
IN EAST PETERSBURG BOROUGH AND EAST HEMPFIELD TOWNSHIP**

THESE RESTRICTIONS AND PROTECTIVE COVENANTS are made this 30 day of August, 2019 by **HESS HOME BUILDERS, INC.** (hereinafter called "Developer");

WHEREAS, Developer is the owner of a certain tract of land along Graystone Road, which lies partly in East Petersburg Borough and partly in East Hempfield Township, in the County of Lancaster and Commonwealth of PA, and which land has been subdivided pursuant to a subdivision plan recorded in Plan Book 2019-0059-J (hereinafter "Graystone Road Development" or "Development"); and

NOW THEREFORE, Developer imposes the following conditions, restrictions, limitations, regulations and agreements which intended to be covenants running with the land to bind all parties at any time having an interest therein :

1. No building or structure upon any part of Graystone Road Development shall be constructed, erected, maintained, altered to be used for any purpose other than that of a single family residence, not to exceed 2.5 stories in height or a private garage or appurtenant structure. Said structure or garage shall not precede the dwellings in construction.
2. No dwelling, house, garage, building or structure of any character or driveway or fence shall be erected, constructed or maintained on said land, nor shall any addition, change, or alteration thereof be made unless and until the plans and specifications showing the nature, kind, shape, height, material, floor plans, color scheme, location, front and rear facings, roofing materials, elevations and cost of said improvements thereof have been approved by the Developer or its duly authorized agent. All of the above items must be submitted at least two weeks prior to the commencement of any improvements. The Developer or its duly authorized agent shall have the right to decline approval of any such plans and specifications submitted which are not suitable or desirable, in their opinion, for aesthetic or other reasons, taking into consideration the possible effect of the structures as planned on the adjacent or neighboring properties, and that the plans are in keeping with the general harmony of the surroundings.
3. All plans and specifications shall be submitted to Developer for approval. All garage construction shall be of the same materials and conform in architectural design and construction with that of the dwelling. The plans and specifications shall also specify exterior facing materials such as stone, brick, vinyl, masonite, drivit, siding or other materials deemed acceptable by Developer be installed above grade level on all elevations. The builder or contractor shall be approved by the Developer in its sole discretion.
4. Any building or structure approved by the Developer or its authorized agent and to be erected upon any lot in the Development shall be completed 100% on the exterior in accordance with the plans submitted to the Developer or its authorized agent within 9 months after construction has started. Completion requires finished grading, landscaping and paved driveway.
5. All roofs are to be fiberglass, slate, cedar, asphalt strip shingles or other materials deemed acceptable by Developer.
6. No vans, trucks, or other vehicles longer than twenty (20) feet or in excess of 6,800 lbs. gross vehicle weight, and no tractor trailer cabs, or trailers of any type shall be permitted to be parked or kept upon any lot (except wholly within a garage), upon streets, lanes or alleys bordering any lot, upon the parking spaces on open space lot (if any), except for service vehicles making deliveries to a lot and then only during the time such deliveries are being made. The foregoing, however, shall not be construed to prevent the placement or parking upon a lot of construction vehicles and equipment need for and during construction of structures upon a lot.
7. No boats, snow mobiles, motorcycles, all terrain vehicles, campers, motor homes,

trailers, recreational vehicles, or inoperable or unlicensed vehicles may be stored or parked upon any lot, or upon any street, alley or lane bordering a lot, except wholly within a garage, and except for temporary parking for periods not exceeding twenty-four hours.

8. No residence or dwelling house, porch or bay window shall be erected nearer to the street than the minimum building setback lines shown on the Graystone Road Development. Minimum side and rear boundary clearance distance shall be in compliance with the respective township zoning codes within which the tract is situated.

9. All excavated earth within the boundaries of the tract of land hereby conveyed, in excess of the amount required for proper grading of the premises, must be deposited at a place specified by Developer, or their successors, within the limits of the Development or adjoining land of the Developer, unless written consent is given for its removal, and all such excavated earth shall become the property of Developer.

10. No structure of a temporary character, trailer, basement or garage or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

11. No obnoxious; dangerous or offensive activity shall be carried on or permitted upon any lot.

12. All lots in this Development are subject to requirements for providing adequate electrical and telephone service and other utilities to all of the individual lots of the Development. All the lots may be subject to an easement for installations and maintenance of sewer and water and other utilities, as will appear on the approved plan.

13. Building lots that contain a recorded storm drainage pipe or any open drainage swale and/or rain garden, the depth and breadth of such swales and/or rain garden shall be maintained to conform with the original design of the swale and/or rain garden. The altering of any swale and/or rain garden as shown on the recorded Development plans shall be considered a violation of this restriction. Drainage swales and/or rain gardens shall be kept clean and free of trash and or debris which could obstruct or alter the flow of storm water. The cost of maintaining, restoring, or cleaning of the aforementioned storm water facilities shall be at the expense of the lot owner.

14. No animals, livestock or poultry of any kind shall be raised, bred or kept on the premises except those commonly recognized as domestic pets. Such pets must be maintained so that offensive odors and noise will be controlled to prevent any damage to other properties within the Development.

15. No fence shall be erected or constructed within the minimum front setback area of any lot except those of an ornamental nature, which shall be first approved by Developer. No solid board (wood), galvanized wires or masonry fenced shall be erected on any portion of the premises except as approved by the Developer.

16. Garbage, rubbish and trash are to be picked up by an approved refuse authority or a

commercial enterprise. The premises shall be kept free of unsightly weeds and rubbish at all times. All premises and lots including the public right- of-way in front of the lot, shall be mowed and kept free and clear of weeds at all times by the owners thereof

17. The invalidation of any one of the restrictions herein set forth or the failure to enforce any such restrictions at the time of its violation, shall in no way affect any of the other restrictions, and shall not be deemed a waiver of the right to the same thereafter.

18. No television or radio antenna, or other signal receiving equipment shall be permitted outside of any structure, other than a television receiving device not to exceed 18 inches in diameter.

19. These restrictions and covenants are made for the benefit of any and all persons who may now or who may hereafter own property in the Graystone Road Development. Such persons are specifically given the right to enforce these restrictions and covenants by injunction or other lawful procedure, and to recover damages resulting from any violation thereof. No delay or omissions on the part of any persons who may now own or hereafter own property in the aforesaid tract in exercising any rights, power, or remedy herein provided, or any breach of these covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Developer, his Heirs or Assigns or the Realtor handling the Development of the within premises for or on account of his failure to bring any action in any case of breach of these covenants, conditions, reservations, restrictions, or for imposing restriction herein which may be enforceable by said Developer or Realtor handling the Development of the within premises.


20. The provisions herein contained shall apply to all individual tracts within the Graystone Road Development, shall inure to the benefit of and be enforceable by the Developer herein or the owners of any lot bound by these provisions, as well as by each of their respective legal representatives, heirs and assigns. The violation of any provision herein specified is hereby declared and agreed by the acceptance of this deed to be a nuisance which may be remedied by appropriate legal proceeding. Failure of any land owner to enforce, or to restrain the breach of any provision herein, shall in no way be deemed a waiver of the right to do so, or as a waiver of restrictions, conditions and covenants of this agreement. The Developer, its successors and assigns shall not be responsible, either personally or as fiduciary, for default of any subsequent purchaser or owner of any portion of said land, to enforce compliance with any provision herein.

21. Any provisions herein which shall call for or require the consent or approval of Developer for one reason or another shall terminate at the later of either five (5) years from the date these restrictions are recorded, or the date when Developer conveys the last lot in the Development. Enforcement of these Restrictions beyond the date of Developer termination shall be the responsibility of each property lot owner located within the Development.

INTENDING TO BE LEGALLY BOUND HEREBY, Developer hereby sets its hand and seal the date and year first above written.

HESS HOME BUILDERS, INC.

BY:



Randall L. Hess, President

Commonwealth of Pennsylvania } ss
County of Lancaster

AND NOW, this 30 day of August, 2019, before me, the undersigned Notary Public, appeared **Randall L. Hess**, who acknowledged himself to be the **President of Hess Home Builders, Inc., a Pennsylvania Corporation**, and he, as such **President** being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as **President**.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.



Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Roy A. Meyer, Notary Public
Manheim Twp., Lancaster County
My Commission Expires March 3, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES