

**PROTECTIVE COVENANTS AFFECTING  
BROOK PARK MANOR PLAN 3**

The following Covenants shall apply as to all lots in Brook Park Manor Plan #3, situated in Franklin Park Borough, Allegheny County, Pennsylvania, as the same is recorded.

**WHEREAS** said Plan #3 adjoins other developed plans known as Brook Park Manor Plans #1 and #2, both situate in the neighboring Town of McCandless, and respectively of record in P.B.V. 98, pages 1 through 7, and P.B.V. 100, pages 1 through 11; and,

**WHEREAS** the developer desires and intends that said Plan #3 be in the main subject to substantially the same Covenants as apply to said Plans #1 and #2;

**NOW THEREFORE**, be it known that the undersigned, as owner and developer, in behalf of itself, and of its successors and assigns hereby adopts the following Covenants as applicable to all of the lots in said Plan #3;

- a) These Restrictions and Covenants shall run as Covenants with the land and shall be binding upon the undersigned and all persons claiming under or through it until July, 31, 2002: subject to extension beyond that date under (q) below.
- b) Each and all of the lots in said Plan shall be designated and used as residential lots.
- c) Any house of the ranch type or split-level type must contain a minimum of 1500 square feet of finished living area; a one and one-half story house must contain a minimum of 1900 square feet of finished living area: any dormers on front of house must be plaster finished; any two-story house must contain a minimum of 2100 square feet of finished living area: exclusive of porches, basements and garages.
- d) The exterior building materials must extend to grade level: no house can have an unfinished exposed foundation of concrete or concrete block.
- e) All lawns must be either seeded or sodded for the entire front area, both sides, and to a minimum distance of thirty feet to the rear of the houses; said seeding or sodding to be done within six months or next immediate growing season after erection of house on lot, whichever occurs first.
- f) No outbuildings can be erected on any of the aforesaid lots and all garages must be either integral or attached to the house.
- g) All dwellings shall be completed within two years of the date of the building permit. No occupancy of uncompleted dwellings shall be permitted.
- h) All lots shall be subject to easements for public utilities and all houses must conform to the building lines shown on the aforesaid recorded plan.
- i) All driveways must be paved within one year from occupancy with either asphalt, shot and chip, concrete or other material of comparable appearance and service.
- j) No debris incidental to work on one lot may be placed on another lot. All debris must be removed by completion of the work to which it is incidental (or upon suspension of the work for any reason except brief temporary suspension).

k) No recreational vehicle or vehicles, boat or boats, construction equipment or truck or trucks may be parked in the open on any of the aforesaid lots after completion of construction.

l)

- i. The undersigned has on its books of account, and has a special interest bearing savings account designated as its "Swimming and Tennis Account", to which it (and its predecessor) has credited and deposited \$400 from the proceeds of each lot that has been sold in Plans #1 and #2.
- ii. By the time of the opening of development of Plan #3 experience has resulted in some present uncertainty as to just how ideas for recreational development will in fact materialize, and just how much in funds will be necessary. It is even conceivable at this time that those ideas may be substantially reduced, or even abandoned entirely, with equitable distribution of net unused funds from contributions and accrued interest to be made to those entitled by reason of contributions made by them or on their account.
- iii. In order to accordingly involve the development of Plan #3 in that program if it does progress, the purchasers of lots in Plan #3 will not make advancements at the time of purchase, but they will instead take deeds subject to a charge, more fully set forth therein, running with each title and as an encumbrance against each lot in Plan #3, obligating each lot owner to pay up to \$400. per lot (in addition to the purchase price), to such persons or organization as are then acting in behalf of lot owners in the execution of a specific plan for some recreational project, which has been approved or authorized by the lot owners generally, without decisional participation by the undersigned on account of any then unsold lots.
- iv. In the event circumstances, in the judgment of the undersigned, prompt it to advance funds for the financing of a subject development, each lot purchaser thereafter shall, in addition to the lot price, reimburse the undersigned the pro rata amount (by the number of lots in Plan #3, but not to exceed \$400.).
- v. The intent of this Covenant, as to such funds (as from Plans #1, #2, and #3), and their use, is that they should Provide the greater part of, if not all, of the funds needed for a recreational facility to serve all three Plans, and that this Covenant is dependent upon the funds from Plan #3 being used jointly with funds accumulated from Plans #1 and #2, so that:
  - A. If the owners of lots in said Plans #1 and #2, or their representatives duly empowered and acting, elect not to make use of funds accumulated from the sales of lots in said Plans #1 and #2, such decision so made shall of itself terminate the Covenant for funds as to Plan #3.
  - B. If no recreational facility (such as swimming pool, tennis courts, club house, etc.) is built, or is not begun, i. e., is not firmly under contract by the lot owners, or their association, and any necessary additional financing is not fully provided for, and a substantial and active start in construction has not been effected: if this is not done by January 1, 1990, time of the essence, the, this Covenant (l) to be deemed terminated, absolutely.

- vi. Grantee, or those having title under or through grantee, will pay the sum due as above to finance a recreational project within 90 days of notice, time of the essence.
- vii. Default in so making payment shall result in a late charge of 10% of the sum due, together with interest at the maximum amount then allowed by law, and there shall be added also such attorney's fees and costs as may be incurred to obtain collection of sums due.
- viii. Whenever at any time the purchase of a lot in Plan #3 (with or without a residence erected thereon) is financed by any buyer with a first lien mortgage loan, the charge and encumbrance as provided above and as included in the deeds shall be treated as being subordinate to such mortgage.
- m) No dwelling may be duplicated (in its floor plan, exterior design, or exterior finish) within 500 feet of an existing dwelling on the same street or any connecting street.
- n) Each dwelling owner must install a self-illuminating exterior post lamp within 15 feet of the property line.
- o) Any of the covenants at (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), and (n) above may be modified in their applications and/or in their terms, at the discretion of the undersigned, but only on the written recommendation of something more than a simple majority of the lot owners, or on the recommendation of the lot owners acting through their established, and not an ad hoc Association, and in either case after reasonable and general notice to and opportunity to be heard by the lot owners generally.
- p) These Covenants are made for the common benefit of all Owners in said Plan who by acquisition of their respective lots, shall be conclusively deemed to have accepted and agreed to these Covenants, so that if the owner or occupant of any lot shall at any time violate, or attempt to violate, any of the Covenants or restrictions herein contained, it shall be lawful for any other person or persons owning any lot or lots in said Plan to prosecute a proceedings in law or in equity against such person or persons violating, or attempting to violate any such Covenants, and to prevent him or them from so doing, and to recover damages for such violation, including but not limited to expenses, losses, and attorney's fees incidental to such action.
- q) These Covenants shall extend beyond July 31, 2002, if at that time the lot owners of Brook Park Manor Plans #1, #2, and #3 have an established and functioning Home Owners Association which Association shall then and thereafter have the power in itself to make absolute what would before have been its recommendation under (o), and the undersigned shall no longer have any rights or standing under these Covenants. If such an Association is then existing as aforesaid, but thereafter ceases to exist as a functioning entity, these Covenants shall thereupon be conclusively deemed to be then terminated absolutely.
- r) Invalidation of any one of the Covenants 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.

**Recorded September 29<sup>th</sup>, 1982**