

Timberland Estates

Restrictions and Covenants

BUILDING AND USE RESTRICTIONS AND SERVITUDES PHASE II; LOTS 10-42, 47-74, 78-82, and 84-111

KNOW ALL MEN BY THESE PRESENTS, that The Willow Group, LLC (hereinafter referred to as "Developers"), have adopted and do hereby adopt the following building and use restrictions applicable and to be applicable only to that portion of the real estate comprised of building lots in **PHASE II** illustrated as **LOTS 10-42, 47-74, 78-82, and 84-111** on a plan of lots entitled "Subdivision Plan - Timberland Estates - Phase II, Southampton Township, Cumberland County, Pennsylvania", prepared by Martin and Martin, Incorporated, dated March 14, 2006, with revision, which together with the necessary municipal approvals, is recorded in the Office of the Recorder of Deeds of Cumberland County, PA, in Plan Book Volume 94, Page 14.

1. All building sites in the tract shall be known and described as single-family building sites for construction of single-family residences only.
2. No building shall be erected, altered, placed or permitted to remain on said real estate except one (1) detached, single family dwelling house not to exceed two and one-half (2 ½) stories in height. The exterior construction of such dwelling house shall be of brick, stone, random rock, clapboard siding, vinyl siding or stucco construction on masonry background, or a combination of the foregoing (stone and brick do not include concrete block or brick shingle). No basement foundation concrete block shall be exposed above ground level unless covered with stone, brick, clapboard, or vinyl siding or any combination thereof. In addition, at least forty (40%) percent of the front of the residence shall be of stone or brick. Said dwelling house shall contain at least 1750 square feet of living space, not including the basement and garage (square footage on a bi-level home first floor can be included in the total). Ranch style homes shall have a minimum of 1600 square feet and have an all brick or stone front. All dwellings must have an attached garage (a minimum of 2-car garage) with garage door opening not to exceed a height of ten (10) feet, to be used only in conjunction with said dwelling house. Shutters must be on any side of the house that is visible from the street (minimum of front and sides of house). All roofs shall have a pitch of not less than 6/12 (exclusive of porches and decks) and a 12" overhang. A storage building is permitted in the back yard of a size not to exceed sixteen (16) feet long by twelve (12) feet wide by eight (8) feet six (6) inches high, to be built of masonry or wood. No metal building is allowed.

3. No part of any property covered under these covenants or restrictions nor any other lot in this subdivision shall be used for business or manufacturing purposes. No hospital, asylum, sanatorium, public institution, group care living home of any kind, or day care centers shall be erected or be a part of the residential dwelling, nor shall any building on the property be converted into or used for such purposes.
4. No livestock of any kind, including cattle, sheep, hogs, goats, horses, poultry and pigeons, or housing for livestock of any kind, shall be kept or maintained on said real estate. No breeding or training kennels for animals of any kind shall be kept or maintained upon the real estate. Household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are housed within the residence. NO outside doghouses shall be permitted and no pets or animals shall be kept outside. No animal coop or runway shall be housed on any such lot or real estate.
5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on said real estate at any time as a residence, either temporarily or permanently. No above ground swimming pool shall be permitted on said real estate. Any in-ground pool must be fenced in and also be in accordance with local ordinances. Any in-ground pool must be located behind the dwelling. All pool equipment must be housed in a bathhouse located at the pool.
6. No outside toilet shall be erected or maintained on said real estate. No outside clotheslines of any type shall be permitted.
7. No trailers, mobile homes, doublewide trailers, or modular units shall be permitted on any lot.
8. All vehicles kept on the lot must have current inspection and current license; otherwise, they must be kept enclosed in the garage and not visible from neighboring properties.
9. No noxious or offensive activity shall be carried out upon said real estate, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, including storage of personal property on or about said real estate on the outside of the dwelling erected thereon.
10. No sign of any kind shall be displayed to the public view on said real estate, except one sign of not more than five (5) square feet advertising the property for sale or signs used by a builder to advertise the property during construction and sales period.
11. The real estate shall not be used or maintained as a dumping ground for rubbish. No trash, garbage or other waste, rubbish or refuse shall be kept or stored on the

premises, except in sanitary containers for immediate removal and not for storage. All equipment for disposal of such material shall be kept clean and in a sanitary condition. No outside burning of any kind is permitted.

12. The dwelling house on said real estate shall be connected to the Shippensburg Borough Water and CFJMA , if available.
13. No boats, mobile homes, recreational vehicles, campers, travel trailers or other similar property shall be stored or kept on the lot. No tractor trailers, school buses or commercial vehicles shall be parked or maintained in the development, including parking on public streets. No truck over the capacity of $\frac{3}{4}$ ton shall be parked on the streets or stored on the lot.
14. Construction Time Factor: When construction of a dwelling house is started, all building, grading and driveways (either asphalt or concrete) shall be completed within a period of 12 months. Construction and grading work on said lot and dwelling shall not spill over onto adjacent lots. The fronts of all houses need to be landscaped (mulch and shrubs and at least two (2) 10' tall trees) within four (4) months of house completion.
15. Mailboxes will be provided by the developer and installed by the builder
16. All houses need to have an outside light post that is wired to an automatic eye so that it will turn on between 7:00 PM and 1:00 AM.
17. There shall be no antennas erected on the lot. Satellite dishes are permitted, if 24 inches or under in size, provided they are mounted on the side or rear of the house. Underground cable is available to all lots.
18. No fences shall be erected or maintained in the front or side yards, although a fence may be erected or maintained in the rear yard of any lot of a height no greater than six (6) feet. No chain link fences shall be permitted. Fences are permitted to enclose the back yard (back yard to mean beginning at the rear corners of the dwelling).
19. No buildings or other structures shall be built or erected within ten (10) feet of the side or rear boundary lines of said real estate, but this restriction shall not prevent the erection of a fence in the rear yard.
20. No fuel oil storage tanks, except those contained within the building, shall be kept or maintained. Bottled gas tanks must in the rear of the dwelling and be enclosed with a fence.
21. Grantee shall maintain all areas between all road and street right-of-way lines in the paved portion of the said roads and streets, until such roads and streets are accepted by Southampton Township or until the lot is conveyed to a buyer. All

streets and roads within the subdivision of Timberland Estates will be ordained by Southampton Township without the express written consent of any Grantees, their heirs or assigns.

22. Invalidation of any one of these covenants by judgment or Court Order shall in no way affect any of the other provisions, which shall remain in full force and effect.
23. David H. Martin Excavating will do all stripping of topsoil, basement excavation and backfill, and topsoil replacement and finish grade on all houses.
24. The developer (The Willow Group, LLC) has the right to approve or disapprove all house plans. Plans must be approved by developer before permit is applied for.

SUBJECT TO all conditions, restrictions, easements, rights-of-way and agreements, whether set forth herein or otherwise, as may be set forth or referred to in the above recited Deed and as may appear elsewhere in the chain of title for the property, or on the ground by an inspection of the premises, insofar as they are enforceable, are unrevoked or amended, and not in violation of any law, including the Fair Housing laws of the United States Government.