

PROTECTIVE COVENANTS

This Declaration, made this 10 day of August, 1973, by A. WESLEY ZOLLERS, JR., President, W. EUGENE COOK, Vice-President, and BENJAMIN L. BRENNEMAN, Secretary-Treasurer, Officers of BERKSHIRE DEVELOPMENT CORPORATION, of 5001 Carlisle Pike, Mechanicsburg Cumberland County, Pennsylvania, is for the purpose of subjecting to the following protective provisions all of the lots and land shown on the recorded plan entitled "Berkshire Hills", Section "1", in Carroll Township, York County, Pennsylvania, recorded in the Office of the Recorder of Deeds of York County, Pennsylvania, in Plan Book, Page 112.

1. LAND USE AND BUILDING TYPE. No building except one (1) private dwelling house for residential purposes only shall be erected or maintained on any one of said lots. Private garages of not more than three (3) car capacity not over one (1) story in height and of construction conforming to the general architecture of the residence and of the same type materials may be erected or maintained in conjunction with the residence or dwelling house on said lot.
2. DWELLING COST, QUALITY, AND SIZE. The cost of each single dwelling house shall be not less than \$30,000.00, which is computed at the present market prices, commensurate with those of August, 1973.
3. BUILDING LOCATION. No building or any part thereof shall be erected or maintained closer than forty (40) feet to any front street, or fifteen (15) feet from any side street for each lot on the aforesaid recorded plan.
4. COMPLETION. All dwellings and garages shall be completely finished on the exterior and all grading and seeding shall be done within one (1) year of the start of construction or ground breaking. Any excess earth or ground from construction shall be the property of BERKSHIRE DEVELOPMENT CORPORATION, and shall be removed by the lot owner at his expense to a place designated in the development and determined by BERKSHIRE DEVELOPMENT CORPORATION.
5. EASEMENTS. All lots and lot owners are subject to all covenants and restrictions and easements of record, if any, as well as subject to all

- present or future zoning ordinances of building regulations of the Township of Carroll, York County, Pennsylvania.
6. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance, nuisance or of aesthetic damage to the neighborhood, nor upon any street in the Plan.
 7. TEMPORARY STRUCTURES. No temporary dwellings shall be erected or maintained on any lot. Garages, basements or any temporary structure shall not be used for habitation while the house is in the course of construction or otherwise. No prefabricated construction or otherwise, or any concrete slab foundation shall be permitted unless specifically approved in writing prior thereto by the BERKSHIRE DEVELOPMENT CORPORATION, shall be erected on any lot in the development nor kept on the street adjacent thereto by any owner or occupier of any lot.
 8. SIGNS. No sign of any kind shall be displayed to public view on any lot except one sign of not more than five (5) square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction or original sale period.
 9. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose or in any manner in violation of any law.
 10. GARBAGE AND REFUSE DISPOSAL. No cesspools shall be used on any lot. Sewage disposal shall be by septic tank with an adequate drain field. When the township sewage disposal lines and/or water lines are installed and extend to the property line of any lot, the owner of said lot shall, at his own expense, connect with the township sewage disposal system or water system upon receiving notice from the township that the same is available. This covenant to connect to the township sewage disposal and water disposal systems, when available, is part of the consideration for the conveyance of any lot by the BERKSHIRE DEVELOPMENT CORPORATION. No lot shall be used or maintained as a dumping ground for rubbish. All trash, garbage or other waste shall be kept in sanitary metal containers. All incinerators

or other equipment for storage or disposal of waste materials shall be kept in a clean and sanitary condition.

11. FENCES. No solid fences shall be erected or maintained on any lot, but open fences four feet or less in height, hedges, shrubbery or similar plantings shall be allowed to define the property lines but there shall be no fence in any area between the front wall of the dwelling and any street.
12. GENERAL PROVISIONS. No owner of any lot shall build any home wherein the cement blocks will be visible above the grade level.
13. If owner of any lot shall not construct a home within one (1) year of the purchase of said lot, then the lot owner must seed the lot and maintain the lots so as not to detract from the overall development.
14. ARCHITECTURAL CONTROL COMMITTEE. Before any owner of any lot shall commence construction of any of the lots contained in the above mentioned plan, they shall first submit to the Architectural Control Committee a proposed plan showing the type of structure to be placed on said lot, within thirty (30) days before the commencement of construction on said lot. The Architectural Control Committee shall be made up of the directors of the BERKSHIRE DEVELOPMENT CORPORATION.
15. Berkshire Development Corporation will furnish mercury vapor lights which shall be installed by the contractors on lots and shall be set back ten (10) feet from the front property line.

GENERAL PROVISIONS

- A. TERM. These covenants and restrictions are to run with the land and shall be binding on all the purchasers and all persons claiming under them for a period of twenty (20) years from the date of the recording of these restrictions at which time said restrictions shall be automatically extended for successive periods of ten (10) years each, unless by a majority vote of the then owners of the lots, it is agreed to change the restrictions in whole or in part.

- B. ENFORCEMENT. If the purchaser of any lots or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein appearing during the period that the same are in force, it shall be lawful for any other lot owner to prosecute by any proceeding at law or equity against the person or persons violating or attempting to violate any such restriction, either to prevent the violation or to recover damages therefor.

- C. SEVERABILITY. Invalidation by any Court of any one of these covenants shall in no wise affect any of the other provisions which shall remain in force and effect.

- D. AMENDMENT. In the event of the construction of any dwelling or garage upon any lot in the tract when the building passes the stage commonly known as "rough enclosure" without any Court action having been commenced for an injunction to restrain the construction, then and in that event, it shall be conclusively presumed that the said building then complies in all respects with any and all of the covenants and restrictions contained in this Declaration.

- E. RESERVATION. The BERKSHIRE DEVELOPMENT CORPORATION, reserves the right to amend or modify the within restrictions without the consent of the lot owners or mortgages thereof as to any property or lot any time prior to January 1, 1975, in order to clarify any and all minor variations in the project of from the interpretation of any of the aforesaid covenants.

The electronic version of this document was typed on October 25, 2013 from a notarized paper copy. Please report any errors via <http://www.berkshirehillscivic.org/contact.php>.