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GREENBRIER HILL CORP.

902 612

DECLARATION OF ESTABLISHMENT OF PROTECTIVE CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That GREENBRIER HILL CORP., a Pennsylvania Corporation, with its principal office in the City of Erie, County of Erie and State of Pennsylvania, hereinafter referred to as the Corp., does hereby certify and declare that it has established, and does hereby establish, a general plan for the improvement, development, ownership, use and sale of the Subdivision known as GREENBRIER HILL SUBDIVISION NO. 1, recorded in Erie County Map Book 7, Page 2, and GREENBRIER HILL SUBDIVISION NO. 2, recorded in Erie County Map Book 7, Page 10, and does hereby establish the manner, provisions, conditions, restrictions and covenants upon and subject to which the said property and each and every lot shown on the said map and plot thereof shall be used, improved, occupied, owned, sold and conveyed, and does hereby declare that henceforth said property shall be used, improved, occupied, owned, sold and conveyed subject to the provisions, conditions, restrictions and covenants herein set forth, all of which shall be binding upon and inure to the benefit of the present and future owners of said lots, and all of which shall apply to and be binding upon the respective successors in interest of the present owners and future owners of said lots, and all of which provisions, conditions, restrictions and covenants are, and each of them is, impressed and imposed upon each and every parcel of the herein described premises as a servitude in favor of each and every other parcel thereof as follows:

1. Not more than one dwelling shall be constructed on the within described premises and no lot may be reduced to less than one-half acre in size, and this only with the written approval of Greenbrier Hill Corp.

2. No trailer, basement, tent, shack, garage, or other building shall at any time be used as a residence, either temporarily or permanently, nor shall any residence of a temporary character be permitted.

3. No one story dwelling shall be constructed on the within described premises having a first floor area of less than two thousand (2,000) square feet, exclusive of garage. There shall also be erected simultaneously with the dwelling, an attached or integrated two-car garage.

No one and one-half story residential structure shall be permitted with first floor living area less than fourteen hundred (1,400) square feet, but the total living area shall not be less than two thousand (2,000) square feet. There shall also be erected simultaneously with the said one and one-half story dwelling, an attached or integrated two-car garage.

No two-story residential structure shall be permitted with first floor living area less than twelve hundred (1,200) square feet, but the total living area shall not be less than two thousand (2,000) square feet. There shall also be erected simultaneously with the said two-story dwelling, an attached or integrated two-car garage.

No split-level residential structure shall be permitted with first floor living area less than fifteen hundred (1,500) square feet, but the total living area shall not be less than two thousand (2,000) square feet. There shall also be erected simultaneously with the said split-level dwelling, an attached or integrated two-car garage.

902 613

4. Each owner of premises in the Subdivision agrees to observe the minimum restricted building line as established on the recorded plot of said Subdivision, which restricted building line applies to the main structure only.

5. Two side yards are required with a minimum width for each one of fourteen feet.

6. No building wall, hedge, fence, swimming pool, or clothes drying yard, or other structure shall be erected or maintained unless the plans and specifications therefor showing the nature, kind, shape, height, material, color scheme, and location of same, and the grading plans of the lot to be built upon shall have been submitted to and approved in writing by the Corp., and no trees shall be cut or removed without the written consent of Greenbrier Hill Corp.

7. No lots in Greenbrier Hill Subdivision shall be used for the sale or manufacture of goods, or any business or professional practice, but for Residence purposes only.

8. No nuisance and no advertising signs, no "For Sale" signs, no billboards, or other advertising devices shall be erected or suffered to remain in the Subdivision, except with the written permission of the Corp.

9. No commercial oil or gas well shall be drilled and no sand, gravel, or earth, other than the amount necessary to improve the premises, shall be removed from any lot of Greenbrier Hill Subdivision. Any sand, gravel, or earth removed shall first be offered to the Corp., without compensation.

10. Purchasers of lots in Greenbrier Hill Subdivision agree to pay their pro-rata share of the operation of street lights as established by the proper authorities of Fairview Township, Erie County, Pennsylvania. In the event that an association of property owners is incorporated each lot owner agrees to pay the association its pro-rata share of the street lighting on the following basis. Each lot with a completed residence shall be assessed one full share and each unimproved recorded lot shall be assessed one-half share. No petition for additional street lights shall be presented or considered by any governmental agency unless the petition bears the written approval of the Corp.

11. No dwelling shall be constructed for sale or occupancy as a partially completed building, but all dwellings shall be substantially completed before occupancy and this shall include the final coat of paint and the same shall be accomplished on or before one year from the date of beginning of construction.

12. Each lot owner in Greenbrier Hill Subdivision shall see that the lot is graded and seeded not later than the first planting season after the construction of a dwelling.

13. All lot owners must use, connect, and bear the cost of connection to the community water system, unless written permission is given by the Corp. to drill a water well.

14. All lot owners must use, connect, and bear the cost of connection to the community sewer system when made available by the Corp., unless written permission is given by the Corp. to construct, or continue to use, a septic tank or other sewerage disposal outlet.

15. No lot owner shall construct an individual outside pole over ten feet in height for the purpose of placing an exterior light thereon.

16. All house pets such as dogs and cats shall be permitted only on the premises of the owner of the house pet. Riding horses shall not be permitted to be housed on individual lots, but may be stabled in park areas. No cattle, sheep, goats, hogs, rabbits, poultry or other livestock shall be kept or maintained on any part of said property, or in park areas.

17. In the event that a lot owner shall not commence a dwelling within one year from the date of original purchase of a lot from the Corp., then and in that event the Corp. may, at its option, repurchase said lot at the same price or consideration paid by the original lot owner to the Corp. Said option shall continue for one year from the beginning date of said option.

18. No building of any nature shall be moved onto any lot without the written consent of the Corp.

19. No vegetable garden shall be maintained on any lot until after the dwelling is completed, and then only at the rear of the residence.

20. All provisions, conditions, restrictions and covenants herein shall be binding on all lots and parcels of real estate and the owners thereof, regardless of the source of title of such owners, and any breach thereof, if continued for a period of thirty days from and after the date that the Corp. or other property owner shall have notified in writing the owner or lessee in possession of the lot upon which such breach has been committed to refrain from a continuance of such action and to correct such breach, shall warrant the undersigned or other lot owner to apply to any court of law or equity having jurisdiction thereof for an injunction or other proper relief, and if such relief be granted, the Court may in its discretion award to the Plaintiff in such action his reasonable expenses in prosecuting such suit, including attorney's fees.

Provided, that any violation of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any portion of said property, but such provisions, conditions, restrictions and covenants shall be enforceable against any portion of said property acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure or deed in lieu of foreclosure.

21. No delay or omission on the part of the Corp. or the owners of any lot or lots in said property in exercising any right, power or remedy herein provided for in the event of any breach of any of the provisions, conditions, restrictions and covenants herein contained shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the undersigned Corp. for or on account of the failure or neglect of the undersigned Corp. to exercise any right, power or remedy herein provided for in the event of any such breach of any said provisions, conditions, restrictions or covenants or for imposing herein provisions, conditions, restrictions or covenants which may be unenforceable.

22. In the event that any one or more of the provisions, conditions, restrictions and covenants herein set forth shall be held by any court of competent jurisdiction to be null and void, all remaining provisions, conditions, restrictions and covenants herein set forth shall continue unimpaired and in full force and effect.

23. Any and all of the rights and powers of the Corp. herein may be assigned to any Corporation, Authority or Association which may hereafter be organized by the Corp. herein, and such Corporation, Authority or Association shall to the extent of such assignment have the same rights and powers assumed and retained by the Corp. herein.

24. The Corporation, Authority or Association above mentioned shall be composed or may be formed of the original Corp., so long as they hold any interest in, or any lots in the Subdivision, and all other lot owners so long

RECORDED: OCTOBER 29, 1965 @ 10:52 AM

BOOK 928 PAGE 81

GREENBRIER HILL CORP.

DECLARATION OF ESTABLISHMENT OF PROTECTIVE CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That GREENBRIER HILL CORP., a Pennsylvania corporation, with its principal office in the City of Erie, County of Erie and State of Pennsylvania, does hereby certify and declare that it has established, and does hereby establish, a general plan for the improvement, development, ownership, use and sale of the Subdivision known as GREENBRIER HILL SUBDIVISION NO. 3 and GREENBRIER HILL SUBDIVISION NO. 4, maps of both Subdivisions intended to be recorded, and does hereby establish the manner, provisions, conditions, restrictions and covenants upon and subject to which the said property and each and every lot shown on the said map and plot thereof shall be used, improved, occupied, owned, sold and conveyed, and does hereby declare that henceforth said property shall be used, improved, occupied, owned, sold and conveyed subject to the provisions, conditions, restrictions and covenants herein set forth, all of which shall be binding upon and inure to the benefit of the present and future owners of said lots, and all of which shall apply to and be binding upon the respective successors in interest of the present owners and future owners of said lots, and all of which provisions, conditions, restrictions and covenants are, and each of them is, impressed and imposed upon each and every parcel of the herein described premises as a servitude in favor of each and every other parcel thereof as follows:

The full declaration of conditions and restrictions for the Subdivisions herein set forth are recorded in Erie County Deed Book 902, Page 612, and the same are made a part hereof by reference with the same force and effect as if they were fully contained in this instrument.

IN WITNESS WHEREOF, said GREENBRIER HILL CORP. has, pursuant to a resolution of its Board of Directors, passed at a meeting held on the 16th day of October, 1965, caused this instrument to be executed by its President, attested by its Secretary, and its corporate seal affixed, this 28th day of October, 1965.

ATTEST:

GREENBRIER HILL CORP.

Joseph P. [Signature]
Secretary
(Corporate Seal)

By *Rodney W. Teschd*
Rodney W. Teschd, Vice President

STATE OF PENNSYLVANIA:
: SS,
COUNTY OF ERIE :

On this, the 28th day of October, 1965, before me, a Notary Public in and for said County and State, personally appeared RODNEY W. TESCHD, who, being duly sworn according to law, acknowledged himself to be the Vice President of Greenbrier Hill Corp., a corporation, and that he as such Vice 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 Vice President.

In witness whereof, I hereunto set my hand and official seal.

Audrey L. Sanford

NOTARY PUBLIC
ERIE COUNTY, PENNSYLVANIA
MY COMMISSION EXPIRES OCTOBER 20, 1971