

UPI 30-02229-00000

MAP 30 2 6 0 425

UPI 30-02217-00000

MAP 30 2 6 0 413



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RECORDERS OFFICE
of Westmoreland County
Pennsylvania

Tom Murphy - Recorder of Deeds

**THIRD AMENDED
DECLARATION OF
PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS
FOR TINSTMAN ESTATES SUBDIVISION**

THIS DECLARATION, made the 23rd day of NOVEMBER, 2010, by KNK Land Development, a partnership, having its place of business located in the Borough of Scottdale, Westmoreland County, Pennsylvania setting forth the Protective Covenants and Building Restrictions which will govern the Plan of Lots known as the Tinstman Estates Subdivision.

1. All of the lots within the Plan are hereby designated as residential lots with no structure to be erected thereon other than one (1) single family dwelling. All homes must have at least 1200 square feet of living area. The number of square feet referred to above shall not include appurtenances, porches, garages or basements.

2a. Each dwelling shall include an attached or integral garage with the capacity for not more than four (4) vehicles. The area of the home facing the road shall consist entirely of brick and/or stone. Other sides of the home shall be faced with brick, stone, vinyl siding, or Hardiplank (composite material). All soffit, fascia and dormers must be constructed from wood, vinyl or aluminum material. Storm doors and windows must be wood or vinyl coated and cannot be aluminum. No concrete block may be exposed above ground level. All home plans must be approved by the Developer prior to start of construction. Any deviation from the requirement that the front of the residence be constructed of brick or stone must also be approved by the Developer prior to start of construction.

b. A party owning one or more contiguous lots shall be permitted to erect a separate garage, which may contain up to four (4) stalls, on said lot or lots. This separate garage must be similar in architecture and appearance and use the same building materials utilized in the dwelling located on said land. All construction plans for said garage must be approved by the Developer prior to start of construction.

3. Any dwelling or garage shall be used strictly for residential purposes and no trade, business activity or commercial business or home occupation of any kind may be conducted on said premises.

4. No lot, house or garage may be divided or subdivided into a small lot or house. Nothing herein shall be construed to prevent a single family dwelling and/or garage from being erected on two (2) contiguous lots provided the side line limits between the building and the adjoining lots are maintained. Also, no portion of an existing lot may be transferred to a neighbor without the express written consent of the Developer.

5. The building lines set forth in the Plan of Lots must be maintained and that portion of each lot which lies between the building line and the street shall not be used for any purpose other than walks, drains, trees, shrubbery, flowers or other ornamental plants being the purpose of beautifying the premises.

6. Any fences erected on said lot shall be ornamental and not more than six (6) feet in height and shall not extend closer to the street than the rear of the house erected on said lot.

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7. No electronic antennas may be erected on said lot or attached to any building therein which exceeds 24 inches in diameter. Any such antenna must be located in the rear of the building and must be installed in such a manner as not to interfere with electronic equipment of other residents in the Plan.

8. No structure of a temporary character, including but not limited to a trailer, tent, shack, barn or other outbuilding, shall be erected or maintained on any lot and no garage may be used, either temporarily or permanently, as a residence.

9. No livestock of any kind, including fowl, shall be kept on said lot or in any dwelling or garage, except domestic pets which are defined as dogs or cats. Also, no outside containers may be erected to house such pets.

10. No noxious or offensive activity shall be conducted on any lot nor shall anything be done therein which shall be or become an annoyance or nuisance to the neighborhood.

11. No topsoil or dirt excavated from any lot during the course of construction of the dwelling and/or garage therein shall be removed from the Plan without the express written permission of the Developer.

12. No sign of any kind shall be displayed to public view on the property except signs of not more than five (5) square feet advertising the property for sale or rent.

13. Construction of all dwellings or garages must be commenced within twelve (12) months from the date of the conveyance of the lot provided that an extension may be granted by the Developer at its sole option. Construction of all buildings must be completed within eighteen (18) months from the time ground is broken at the commencement of construction and the front, side and rear areas of the lot must be either seeded or sodded and yards landscaped with trees and shrubs within six (6) months of the completion of the dwelling or during the next immediate growing season after the completion of the dwelling.

14. All driveways and sidewalks must be constructed of either concrete or paving stones.

15. No recreational vehicles or boats may be parked on any street in the Plan or on any lot in the Plan. No vehicle of any kind may be parked on any street in the Plan and no truck regularly used for commercial purposes may be parked on any lot unless it is inside a garage.

16. No above ground swimming pool may be installed or maintained on any lot either before or after construction of a dwelling has been completed.

17. No building, fence, wall or structure shall be commenced, erected or maintained upon the lots, nor shall any exterior addition to, or change or alteration be made to any structure, including the dwelling, until the plans and specifications showing the design, nature, kind, shape, dimensions, materials and location of a dwelling, structure, fence, wall or any exterior addition to or change or alteration shall have been submitted to, and approved in written affidavit by Developer (or its designated agent) as to the harmony of exterior design and location in relation to the surrounding structures and topography. In the event Developer fails to approve or disapprove such design and/or location within sixty (60) days after said plans and specifications have been submitted to it, approval shall not be required, and this section shall be deemed to have been fully complied

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with. This section shall apply to dwellings constructed as new dwellings at their inception and to any changes, alterations or additions planned to be made to a dwelling after the original construction has been completed. The Developer (or its designated agent) shall not arbitrarily withhold approval of any such plans or specifications; if disapproved, Developer (or its designated agent) shall be required, within the said sixty (60) day period, to furnish to the lot owner reasonably detailed written objections for the disapproval. The Developer is permitted to name and appoint individuals to an Architectural Board of Approval which shall be its designated agent and which will act in furtherance of approving plans to ensure the aesthetic and harmonious development of the Plan.

18. No lot or tract within the Plan shall be used as a route for ingress, egress or regress to and from contiguous property not within the Plan or as a public street or private road.

19. All streets, lanes and alleys contained within the Plan, and all of the lots contained within the said Plan, shall be subject to an easement and right of way for the construction, reconstruction, repair, removal and maintenance of a line or lines of water pipe, gas pipe or sewer pipe, and a line or lines of poles, wires and guys, which said easements and rights of way may be utilized for the purposes of supplying water, gas, electricity, telephone service, cable television and sewage, for use by the owners of the lots in the Plan, with the right of ingress, egress and regress and without liability for damage to the lot owners. It is further understood that in the event the Borough of Scottsdale requires additional easements, they will be fully set forth when each lot is conveyed by the Developer to a purchaser thereof.

20. Each lot in said Plan shall be subject to the building lines and utility easements as shown on the recorded Plan which has been recorded in the Recorder's Office of Westmoreland County, Pennsylvania as Instrument No. 200210010063173.

21. Property owners of Lots Nos. 1 through 10 in said Plan shall be responsible for the maintenance of the stream bank and the encroachments so as to comply with all local, county and state regulations.

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Witnessed:

[Handwritten signatures of three witnesses]

KNK LAND DEVELOPMENT

By *[Handwritten signature]*
Controlling Partner

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CONSENTING:

[Handwritten signature] (SEAL)
RONALD J. GALLAGHER

[Handwritten signature] (SEAL)
LORI J. GALLAGHER

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COMMONWEALTH OF PENNSYLVANIA

COUNTY OF WESTMORELAND

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On this 23rd day of November, 2010, before me, the undersigned officer, personally appeared KAY MARIE SEAMAN, who acknowledged herself to be the majority and managing partner of KNK Land Development and that she, as such partner, being authorized to do so, did execute the foregoing instrument for the purposes therein contained by signing her name on behalf of KNK Land Development, a partnership.

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

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COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Elizabeth A. Wable, Notary Public
Scottsdale Boro, Westmoreland County
My Commission Expires May 3, 2012

Member, Pennsylvania Association of Notaries

Elizabeth Wable (SEAL)

Notary Public

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COMMONWEALTH OF PENNSYLVANIA

COUNTY OF WESTMORELAND

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On this, the 23rd day of November, 2010, before me the undersigned officer, personally appeared RONALD J. GALLAGHER and LORI J. GALLAGHER, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed same for the purposes therein contained.

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

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COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Elizabeth A. Wable, Notary Public
Scottsdale Boro, Westmoreland County
My Commission Expires May 3, 2012

Member, Pennsylvania Association of Notaries

Elizabeth Wable (SEAL)

Notary Public

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