

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
ABIGAIL TRAILS SUBDIVISION, PFLUG ROAD, NEW SEWICKLEY TOWNSHIP, BEAVER COUNTY, PA

WHEREAS, the undersigned, James A. Green and Nancy A. Green, Trustees of the James A. Green Living Trust Agreement dated June 23, 2004, and Nancy A. Green and James A. Green, Trustees of the Nancy A. Green Living Trust Agreement dated June 23, 2004, hereinafter known as the DEVELOPER, OWNER and DECLARANT of the subdivision (plan of lots) known as ABIGAIL TRAILS SUBDIVISION, located on Pflug Road in New Sewickley Township, Beaver County, Pennsylvania, as per survey by John E. Dusheck, dated October 8, 2003, and recorded on June 9, 2004, in the Recorder's Office of Beaver County, in the Plan Book Volume 33, Page 47, make and enter into on this _____ day of December, _____ this Declaration of Covenants, Conditions, Restrictions and Easements;

WHEREAS, the undersigned Owner desires to provide for orderly development of, protect present and future value of, and restrict the use of, said lots,

NOW, THEREFORE, be it known that the undersigned DECLARANT does hereby adopt these restrictions and covenants to which all of the lots in said plan shall be subject. These restrictions shall run as covenants with the land and shall be binding on the undersigned and all persons claimed under it, their heirs, successors and assigns, for a term of 10 years from the date this Declaration is recorded, at which time they shall continue until terminated, amended or modified by a 2/3 majority vote of the then owners of all said lots evidenced by a recorded writing signed and acknowledged by same.

ARTICLE I - DEFINITIONS

1.1 "Declaration" shall mean and refer to this ABIGAIL TRAILS SUBDIVISION, Declaration of Covenants, Conditions, Restrictions and Easements applicable to the property, as recorded in the Public Records of Beaver County, Pennsylvania, and as may be amended from time to time.

1.2 "Lot" shall mean and refer to any unimproved lot of land shown upon any recorded plat of the property.

1.3 "Owner" shall mean and refer to any entity with recorded title to any lot located in ABIGAIL TRAILS SUBDIVISION who is thereby entitled to membership in the Association as provided herein.

1.4 "Assessments" shall mean and refer to both annual and/or special fees, dues or other monies as required by The Association for all reasons as set forth herein. Monies shall be held in a special bank checking "Account".

1.5 "Declarant or Manager" shall be used interchangeably and refer to the Developer of the Subdivision. At such time as the last lot is sold, the Developer will cease to have authority except for the approval of building plans, and enforcement of these covenants shall be by individual property owners through the legal system and the terms and conditions as set forth herein.

ARTICLE II-GENERAL PROVISIONS

2.1 Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association/Manager their respective legal representatives heirs, successors, and assigns, for a term ten (10) years from the date this Declaration is recorded, after which time said Covenants shall be automatically extended annually unless an instrument signed by the then Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

2.2 Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the public records of Beaver County, Pennsylvania at the time of such mailing,

2.3 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding of law or in equity against any person or persons violating or attempting to violate any covenant or restrictions either to restrain violation or to recover damages, and against the land to enforce any lien created by those covenants; and any failure of any Owner or Developer to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2.4 Remedies. Cost to remove debris (per 3.12 and 3.14) or foul smelling matter, hazards garbage or other refuse shall be the responsibility of the offending lot Owner. If Owner fails to remove such materials within 30 days of written notice from the Declarant or Property Owner who in turn has the right to remove said materials at the expense of the lot Owner. This cost shall constitute a lien upon the lot and a personal obligation of the Owner and shall give rise to Enforcement as set forth herein.

2.5 Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.

ARTICLE III - ARCHITECTURAL AND USE RESTRICTIONS

3.1 None of the lots shall be used for any purpose other than for one single family residential use (although multiple structures are allowed) and with the exception of Lot 3 shall never be further subdivided. This restriction shall be in perpetuity.

3.2 No noxious, illegal or offensive activity shall be conducted upon any lot nor shall anything be done thereon which may become an unnecessary annoyance or nuisance to the neighborhood. This shall include:

- a. Disrupting the peace, quiet and domestic tranquility of the Subdivision.
- b. Creating excessive or unpleasant odors or fumes, noises or vibrations, glare or reflections, fire hazards, toxic or hazardous materials or situations; electrical interference.
- c. Traffic or parking above normal for a residential neighborhood.

3.3 No structure other than the dwelling house for which plans have been approved, in accordance with the terms hereof, shall be used as a residence, temporarily or permanently, nor shall any dwelling house in the process of construction, be used for residential purposes..

3.4 All easements, restrictions, reservations, set-back lines and building lines affecting said lots as shown on the recorded subdivision plat known as ABIGAIL TRAILS SUBDIVISION as recorded in the Recorder's Office of Beaver County Pennsylvania.

3.5 All lots shall be subject to easements for public utilities as necessary and installed.

3.6 The minimum square footage of finished living area, exclusive of porches, decks and garages for any type dwelling shall be not less than 2000 sq. feet of heated living space and shall be architecturally designed in any appropriate style.

3.7 Approval of Building Plans:

- a. All building plans for proposed dwelling structures shall be submitted to the Developer/Manager or designated agent for approval as to compliance herewith and design compatibility prior to the beginning of the construction. One set of the approved plans shall be retained by the Developer to insure that the structure is built in accordance with the approved plan. Any change in such plans after approval shall be shown on the original plans and shall not be acted upon until approval of such change in writing by Developer or their designated agent is endorsed on the original plans.
- b. No owners or builders of any lot shall apply for a building permit without first having the approval of the DEVELOPER/MANAGER, endorsed upon said owner's building plans.
- c. All structures constructed on any lot in said plan shall be finished with a quality exterior building materials and finished in a quality workmanship manner within all building codes as set forth by the appropriate agencies and authorities.

- d. No shocking, garish, excessively bright or distasteful colors shall be used as primary color for exterior finishes. Natural materials and color schemes are encouraged.
- e. Home locations within the development shall be only located within the areas defined on the plat survey as provided by Developer, All set backs shall be strictly adhered to.

3.8 All areas disturbed in connection with construction shall be landscaped and seeded or planted within 6 months or during the next growing season immediately following the erection of the house on the lot, whichever occurs first.

3.9 Any detached structure shall be architecturally coordinated with the main residential structure "Guest" houses, docks, decks, boardwalks, gazebos, utility-type buildings and structures shall be approved by the Developer the same as the "primary" single family residence,

3.10 All debris resulting from excavating, construction, and/or grading of each lot must be immediately removed by the contractor/ builder, or owner of the lot. No debris, rubbish or scrap material may be placed or dumped on any lot in said plan.

3.11 No mobile home, house trailer, camper or other recreational vehicle shall be permitted to be parked or remain exposed on any lot for more than fourteen (14) consecutive days unless expressly used in conjunction with construction of the primary structure.

3.12 No lot or portion thereof shall be used as a storage or dumping ground for rubbish, trash garbage or unused building materials. All incinerator or other equipment used for storage or disposal of such material shall be kept out of sight in a clean and sanitary condition. No abandoned or junked automobile or vehicle shall occupy any portion of the land herein conveyed.

3.13 All pets shall be properly restrained as to avoid being a nuisance to neighbors. No pets shall be bred or used for commercial purposes.

3.14 Home occupations shall be limited to home offices, or studios. No employees, mechanical equipment signage, advertising, traffic, parking, storage or any other visible forms of business shall be permitted.

3.15 No present or future owners shall enter into any agreements, contracts or reservations regarding minerals or Timber Exploration for, selling or conveying of, reserving or assigning of, seeking royalties or consideration for any minerals upon, within or under this land is absolutely forbidden in perpetuity and shall be a primary and permanent restriction upon all title or possession interests in this land.

These covenants are made for the common benefit of all Owners in ABIGAIL TRAILS SUBDIVISION who by the acceptance of their respective deeds, 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 these covenant or restrictions herein contained, it shall be lawful for any person or person owning a lot or home in said plan to prosecute a proceeding at 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. The invalidation of any one of these covenants and/or restrictions by judgement, decree or order of court shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said owners have caused this instrument to be prepared and hereunto affixed their names. By Owners, Developers, Declarants:

For the James A. Green Living Trust Agreement dated June 23, 2004

James A. Green, Trustee

Nancy A. Green, Trustee

For the Nancy A. Green Living Trust Agreement dated June 23, 2004

Nancy A. Green, Trustee

James A. Green, Trustee

State of _____, County of _____

On this ____ day of December, 2005 before me a Notary Public in and for the said State and county, personally appeared James A. Green and Nancy A. Green, Trustees, known to me (or satisfactorily proved) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

Notary Public