

PROTECTIVE COVENANTS
FOR
THE VILLAS AT CEDAR CREEK

WHEREAS, the undersigned, RWS Land Company Inc., L.P. (the "Developer"), is the owner of all lots in Cedar Creek Estates, which plan is recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania, as Instrument No. _____ (the "Plan")

WHEREAS, the undersigned owner desires to restrict the use of which said lots may be put;

NOW THEREFORE, be it known that the undersigned owner does hereby accept and adopt the following restrictions and covenants to which all of the lot in said Plan shall be subject.

1. GENERAL PROVISIONS.

All of the covenants, restrictions and other provisions shall continue in full force and effect for a period of twenty-five (25) years from the date herof and at the expiration of the said 25-year period, they shall automatically renew for successive periods of twenty-five (25) years unless and until affirmative action is taken by the owners of the majority of the lots in the Plan in order to amend, revise, revoke or repeal any or all of the covenants, restrictions or other provisions. The affirmative action referred to herein shall consist of a petition, setting forth in reasonable detail the nature of the revision, revocation or repeal, which must be signed by the majority of the owners of the lots in the Plan, and each owner's signature contained on the petition shall be required to be acknowledged before a notary public (or other officer authorized to administer oaths; and the petition shall

thereafter be forthwith recorded in the Recorder of Deeds Office of Westmoreland County, Pennsylvania, and a copy of said recorded petition shall be forthwith sent by United States mail, (postage prepaid) to each of the then owners of the Plan.

For the purpose of determining whether a majority of the then owners have taken the requisite affirmative action in order to revise or amend these covenants and restrictions, the following rules shall apply:

- a) A husband and wife owning a lot as tenants by the entirety shall be considered to be one owner, and both of their signatures shall be required on the petition in order to be counted as being in favor of any amendments or changes;
- b) Persons owning any lots as tenants in common shall be considered as one owner, and all of their signatures shall be required on the petition in order to be counted as being in favor of any amendments or changes;
- c) Persons owning any lot as tenants with the right of survivorship shall be considered as one owner, and all of their signatures shall be required on the petition in order to be counted as being in favor of any amended or change.

1.2 Invalidation of any one or more of these covenants and restrictions, by a final judgment entered by a court of competent jurisdiction, shall have no effect upon the other provisions hereof, which shall remain in full force and effect.

1.3 The Developer reserves to itself the right during the first twenty-five (25) years from the date of this document to prepare and record further covenants and restrictions which are not inconsistent herewith, as it may deem advisable for

the maintenance, use, conservation, and beautification of the lots in the Plan and for the health, comfort, safety and general welfare of the owners of said lots, PROVIDED, HOWEVER, that all grantees who may have acquired lots in the Plan prior to the date of any such amendment must join in and consent with the Developer with the change.

1.4 Any person owning a lot in the Cedar Creek Estates, to the extent it has enforceable rights and privileges hereunder, shall have the right to enforce these covenants by proceedings at law or equity. All legal costs to enforce these covenants shall be borne by the offender.

1.5 The invalidity or unenforceability of any one or more of these protective covenants shall not affect any of the other provisions, which shall remain in full force and effect.

1.6 All easements, restrictions, reservations and building lines affecting said lots, as shown on the Plan as recorded are incorporated herein by reference.

2. RESIDENTIAL COVENANT

2.1 No lot shall be used for other than single family residential purpose. No commercial business inconsistent with local zoning restrictions shall be conducted on said premises.

2.2 No obnoxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon which may be a nuisance to the neighborhoods.

2.3 No basement, foundation, garage, trailer, dwelling house under construction, or any structure other than the completed approved dwelling house, shall be used, temporarily or permanently, as a residence.

- 2.4 No lot in the plan shall be further subdivided without the prior written consent of Developer. Developer shall have the right to adjust lot lines or to create fewer lots.
- 2.5 No sign of any kind shall be erected or maintained on any lot except a single sign of no more than five square feet advertising the property as being for sale or rent, or a sign utilized by a builder or real estate broker to advertise the property prior to the initial sale of the lot, or during construction of the dwelling upon the lot.
- 2.6 Except for dogs, cats or other household pets that are not kept, bred, or maintained for commercial purpose, no animals, livestock, or poultry of any kind shall be raised, bred or kept on the lot. All pets must be inside the residence. No outside pet buildings (dog houses) are permitted.

3. CONSTRUCTION COVENANTS

- 3.1 The finished living area, exclusive of porches, basements and garages shall be at the discretion of the developer.
- 3.2 Attached or detached garages shall not exceed capacity of storage of four (4) cars, except on lots over one (1) acre, then the detached garages may be up to six (6) cars. Any detached garage shall be of matching design, architecture and materials as the single family dwelling and no detached garage shall be built unless the plans have been approved by the Developer, with said approval to be within the sole discretion of the Developer.
- 3.3 No portion of any house may be added to or incorporated into another house; nor may any portion less than all of a lot or house sold or otherwise transferred. Notwithstanding anything contained herein, the Developer has the right to divide or subdivide any lot and to use, on a temporary basis until

finally sold, any homes or structures owned by it for models and for sales offices and administrative offices. Developer shall have the right to adjust lot lines or to create fewer lots.

- 3.4 As to any dwelling erected upon more than one lot owned by the same person the minimum finished living area requirements set forth in paragraph 3.1 shall apply.
- 3.5 No topsoil or dirt excavated from said lot during the courses of construction of the dwelling house and garage thereon shall be removed from the Cedar Creek Estates Plan of lots without the permission of the Developer. Erosion swales are governed by the Township of Rostraver and no person shall alter, remove, replace or change any swales or erosion controls with the prior written permission of Rostraver Township.
- 3.6 All storm water down spouts and other drainage facilities flowing from the residential structure shall, where topographically feasible, be connected directly into the available storm sewer system as required by the Codes of Ordinances of Rostraver Township. On those lots for which such direct connection is impossible, the property owner is responsible for insuring proper on-site discharge and diffusion of storm water so as not to allow surface water to flow upon streets.
- 3.7 The front, sides and area extending no less than twenty (20) feet to the rear of all houses on all lots must be either seeded or sodded within six (6) months of the completion of the construction of the house during the next immediate growing season after the completion of construction. All construction must begin within ninety (90) days from the date of the conveyance of the lot; provided, however, an extension of time by the Developer at its sole option may be granted. Construction, once commenced, shall be continual and shall be completed within one hundred eighty (180) days of commencement.

- 3.8 All driveways must be paved or concrete and approved by the Developer, except paving or concrete work that cannot be done in cold conditions, Driveway concrete or paving must be completed as soon as weather permits during the next building season. In addition, all sidewalks or entrance walks leading from the street or driveway to the dwelling or garage must be concrete or paved.
- 3.9 No occupancy of an uncompleted dwelling (including a foundation) shall be permitted.
- 3.10 No pre-fab or modular homes will be allowed or constructed.
- 3.11 Garage space cannot be used as living space or for cooking.
- 3.12 All dwelling structures constructed on any lot in the Plan shall be finished with suitable exterior building materials approved by the Developer, which shall extend to the grade of the lot. No exposed block foundation is allowed.
- 3.13 All trees over four (4) inches in diameter, not located in home site or driveway, shall remain undisturbed unless approval to remove is secured from the Developer.
- 3.14 All dwelling structures constructed shall be furnished with exterior roof materials such as cedar shakes, tile, slate, 30 year fiberglass shingle, or a dimensional shake or shingle.
- 3.15 Rostraver Township and Rostraver Sewage Authority shall be and are hereby granted the right to enter upon the premises of lot owners to the extent necessary to repair, replace, and/or maintain storm and sanitary sewer lines as they occupy premises of lot owners.

4. ACCESSORY USE OF COVENANTS

- 4.1 No outbuildings of any nature will be permitted unless built with the same construction of footers and exterior finishing as the residence. Drawings must be approved ahead of time by the Developer.
- 4.2 Except for loading and unloading in preparation for vacationing, no recreational vehicle, boat, truck, construction equipment, or commercial vehicles shall be parked any closer to the street than the rear of the house on any lot after completion of the construction.
- 4.3 No above ground swimming pools or short-wave or radio antennas or dishes may be installed or maintained on any of the lots at any time, either before or after the construction of a family dwelling is completed. No satellite dish over twenty-four inches (24") in diameter may be installed on any lot or any structure unless approved in writing by the Developer; said approval to be within the sole discretion of the Developer. No lighting or light towers may be erected on any lot unless said lighting is completely shielded from all lots in the plan and from all roads and public right-of-way and must be approved by Developer.
- 4.4 No structure of temporary character, including but not limited to a shed, doghouse, trailer, tent, shack, garage, barn or other out-buildings shall be used on any lot at any time as a residence, either temporarily or permanently, except by the Developer in completing the development.
- 4.5 No lot shall be used or maintained as a dumping ground for trash, tree limbs, grass clippings, garbage or rubbish. Trash, garbage and rubbish shall be kept in sanitary containers. All incinerators or other such equipment shall be kept in a clean and sanitary condition, and maintained in an area not observable from the front street.
- 4.6 No individual water supply system or sewage disposal systems shall be installed on any lot.

4.7 No clothes lines shall be installed or utilized on any lot.

4.8 No outside lighting shall be on poles higher than eight (8) feet except for street lights approved by Developer.

4.9 No fence of any kind shall be located in the front of the yard of any lot and must be approved by the Developer.

5. APPROVAL OF BULDING PLANS

5.1 Prior to the commencement of construction, all building plans shall be submitted to the Developer for approval of the proposed design and building, and to Rostraver Township for the issuance of a building permit. No construction may begin without the issuance of a building permit by Rostraver Township. Only a builder approved in advance by the Developer may construct a dwelling in the Plan. 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. No construction shall commence until such time as the plans are approved in writing by the Developer. The plans must comply with the covenants set forth herein and the proposed construction shall be in harmony in design and location as the surrounding structures and topography with said determination to be made within the sole discretion of the Developer. In the event the 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 requited, and this section shall be deemed to have been fully complied with. Any change in the plans after approval shall be shown on the original plans and shall not be acted upon until approval of such change in writing by the Developer, or its designated agent, as endorsed on the original plan.

5.2 No building, addition to 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 house, until the plans and specifications showing the design, nature, kind, shape, dimensions, material and location of a building structure, wall or any exterior addition to or change or alteration shall have been submitted to, and approved in writing by the Developer as to the harmony of exterior design and location in relation to the surrounding structures and topography. In the event the 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 with. This section shall apply to dwelling houses constructed as new dwelling houses at their inception and to any changes, alterations or additional plans to be made to a house after the original construction has been completed.

5.3 The Developer reserves to itself, the right during the initial term to prepare and record further covenants and restrictions which are not inconsistent therewith, as it may deem advisable for the maintenance, use, conservation and comfort, safety and general welfare of the owners said lots. Written notice of such additional covenants and restrictions shall be given to compliance with the provisions of the said Ordinance, will or has planted trees in the locations as dictated therein; the Developer has created areas with the Plan as "Green Areas" or "Tree Areas". These areas are indicated on the Plan in the green shaded areas on the color versions of the Plan and in the gray shaded on the recorded Plan. No person, including but not limited to the Lot Owners within this Plan, shall remove any tree within these designated areas that have a diameter larger than four inches (4") at the point of the tree which is the tree's largest diameter. No buildings, barns, storage sheds,

fences, tents, garages, trailers or any other structure, temporary or permanent shall be erected at any time within said Green Area or Tree Area. No motor vehicles shall be parked or stored in the Tree Area or Green Area. The Lot Owners shall comply with all the provisions of the existing Ordinance all the then present owners and all the lots shall be further bound and effected by the additional covenant and restrictions as prepared and recorded by the Developer.

5.4 Notwithstanding anything to the contrary herein contained, the Developer and all owners of any and all lots in the plan, and their heirs, executors, successors, assigns and grantees shall be bound by all the terms and conditions of any and all applicable ordinances, rules, regulations, policies and procedures of Rostraver Township, now in existence or hereinafter enacted and/or promulgated.

6. COVENANTS FOR THE DUPLEX AND DWELLINGS

6.1 The covenants and restrictions in this section relating to duplex lots and dwellings are in addition to the covenants set forth herein and in the event of any inconsistency between the provisions set forth above and the provisions in this section as they may apply to the duplex lots and dwellings, the provisions of the section 6 shall apply.

6.2 All of the lots subject to these protective covenants are Duplex Lots. These lots are sometimes referred to as the "Duplex Lot(s)", and the structures to be built on said lots are sometimes referred to as the "Duplex Dwelling" and each separate single-family unit of the Duplex Dwelling are sometimes referred to as the "Duplex Unit".

- 6.3 Each Duplex Lot shall be utilized for the construction of one (1) Duplex Dwelling being part of two (2) Duplex Unit joined by a party wall which said party wall shall be subject to the provisions below.
- 6.4 The following provisions shall apply regarding the common party wall or party walls between the Duplex Units:
- 6.5 Each wall which is built as part of the original construction of the Duplex Dwelling upon the property and placed on the dividing line between the Duplex Lots shall constitute a party wall, and to the extent of not inconsistent with the provisions of this Article, the general rules of Pennsylvania law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- 6.6 The costs of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.
- 6.7 If a party wall is destroyed or damaged by fire or casualty, any Owner who has use of the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in the proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.
- 6.8 Notwithstanding any other provisions for this Article, and Owner who by his negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- 6.9 The right of any owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

6.10 In the event of any dispute arising concerning a party wall, or under the provisions of this Article, such disputes shall be referred to statutory arbitration under the laws of the Commonwealth of Pennsylvania. The parties shall agree on an arbitrator and the decision of said arbitrator shall be binding upon the parties. In the event the parties can not agree on an arbitrator any party shall have the right to petition the Court of Common Pleas of Westmoreland County, Pennsylvania, for the appointment of any arbitrator. Judgement upon the award of the arbitrator may be maintained in any court of law with jurisdiction thereupon.

6.11 If it is later determined that the common wall or party wall for a duplex does not coincide with the common lot line, each lot will have a right of cross easement to avoid any encroachment caused by the common wall.

6.12 Any exterior addition, change, repair or alteration to any Duplex Unit shall be completed only with identical and uniform materials with regard to color, composition and quality as to both Duplex Units within a Duplex Dwelling and with identical, as near as possible to the original materials, color, design and quality. In the event identical materials are not available, the materials shall be of a quality no less than that of the original construction. Notwithstanding the foregoing, each Duplex Unit may alter or change the color or design, but not the quality, upon consent of the Owner of the adjoining Duplex Unit.

6.13 The roof and exterior siding shall be repaired or replaced as and when reasonably required, with the cost of the same being paid equally by the Owners of each Duplex Unit within each Duplex Dwelling. The Owners of each Dwelling Unit shall agree upon the composition and color of materials, costs, timing, and design for the repair or replacement and in the event the said Owners can not agree, the dispute shall be referred to the statutory

arbitration under the laws of the Commonwealth of Pennsylvania. The parties shall agree on an arbitrator and the decision of said arbitrator shall be binding upon the parties. In the event the parties cannot agree on an arbitrator any party shall have the right to petition the Court of Common Pleas of Westmoreland County, Pennsylvania, for the appointment of an arbitrator. Judgement upon the award of the arbitrator may be maintained in a court of law with jurisdiction thereupon. In addition, any repairs or replacement shall be in compliance with and, to the extent required, be completed only upon obtaining a permit or permits from the Township of North Huntingdon and/or from the appropriate jurisdiction administering the provisions of the Pennsylvania Uniform Construction Code.

6.14 Each and every Owner of a Duplex Unit within a Duplex dwelling shall at all times maintain the exterior of each Duplex Lot free of weeds and in a condition consistent with the majority of lots set forth. In the event any Owner of a Duplex Lot fails to have such maintenance provided the Owner of any adjoining Duplex Lots shall have the right to enforce this covenant as provided above relating to the general covenants of the lots set forth.

6.15 Each Duplex Lot shall be under and subject to an easement for the installation, maintenance, repair and/or replacement of utilities for the use of the adjoining Duplex Unit. The owner utilizing any such easement shall do so in a manner that will have the least impact on the adjoining Duplex Lot and shall in all cases, return the area disturbed to its original condition following any use as permitted herein.

Executed this _____ day of _____ 2023.

ATTEST:

RWS LAND COMPANY INC., L.P.

BY: _____

Assistant Secretary

Robert W. Shuster, President

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF WESTMORELAND)

On this _____ day of _____, 2023, before me, the undersigned authority in and for sad County and State personally appeared ROBERT W. SHUSTER, who acknowledged himself to be the President of RWS LAND COMPANY INC., L.P. a Pennsylvania corporation, begin authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Notary Public

My Commission Expires:

The precise residence of RWS LAND COMPANY INC., L.P. is 2271 Mars Hill Road, Irwin, PA 15642