

# Declaration of Deed Restrictions, Mountain View Farm

## Warwick Township

### Bucks County, Pennsylvania

MOUNTAIN SIDE DEVELOPMENT, INC., Pennsylvania. Corporation, owner and developer of Mountain View, does hereby declare for the mutual protection of all lot owners that it imposes the following restrictions on Mountain View, Warwick Township, Bucks County.

#### UNDER AND SUBJECT TO THE FOLLOWING RESTRICTIONS:

All the lots described on the approved plan of Mountain View, owned by MOUNTAIN SIDE DEVELOPMENT, INC., owner and developer, are covered here. These restrictions are designated to insure the surrounding beauty and to protect the investment of all people who choose these scenic lands for their most cherished earthly possession, their home. This plan is recorded in the Recorder of Deeds Office of Bucks County in Plan Book 236, Page 83.

1. Said premises shall be used for the residential purposes only, except that the office of a professional person residing on the premises may be maintained thereon, provided that no advertisement or display shall be used for the same, except a small professional name plate: Ordinances then in effect and provided further that said premises shall not be used for any business, commercial or other purposes whatsoever.
2. Only one detached, single family dwelling house which may, however, include an attached or built-in garage, may be constructed. Detached accessory structures will be permitted providing the design is similar to or in harmony with the main building and is approved by the developer in writing before installation and meets the requirement of the Warwick Township Zoning Ordinance.
3. All outdoor pools must be approved in writing by the developer before installation. No above-ground pools will be permitted, nor will "air hag" type outdoor pool houses be permitted.
4. All buildings must be newly erected and no old structures of any description shall be moved upon any portion of the land herein conveyed unless approved in writing by the developer.
5. No lot or building shall be used for any undesirable purpose whatsoever, such as temporary shelter, or anything which may be considered a nuisance.
6. No domestic pets or other animals shall be allowed to become a nuisance, nor shall more than -3- dogs or cats be permitted to be housed on any lot.
7. All fences, awnings, or canopies must be approved in writing by developer before installation; shall not be placed in such a manner as to detract from the value or enjoyment or adjacent properties. There shall be no chain link fences except for special purposed authorized in writing by the developer.
8. No lot may be used for the purpose of storing any materials, machinery, equipment of anything unsightly, nor may any lot without a dwelling be used for the purposes of raising farm products.
9. No building shall be erected, placed or altered upon these premises until the owner thereof shall first have made available sufficient funds to complete the same and have satisfied developer of that fact. The said building shall be completed within six months after the said developer has indicated his acceptance and satisfaction in writing.
10. No excavation or grading may be started on any lot and left unfinished for more than thirty (30) days. After that time, unless footings and foundations are started and continued, owner will be required to immediately refill any excavation and grade lot at owner's expense, as it was before

starting and to remove all machinery, equipment or materials. To remove work again, permission must be secured from the developers in writing.

11. No boats, or boat trailers, camping trailers, travel trailers shall be left on the premises for a period of longer than twenty-four (24) hours in any calendar month unless the same shall be completely housed in a garage. No trailer, basement, tent, shack, boat, garage or other out building erected or stored on the tract shall, at any time, be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
12. A Perpetual easement is reserved on each lot for utility installation and maintenance.
13. The exterior of all houses must be properly maintained so as to present a well-cared-for appearance.
14. The swale off the blacktopped portion of finished roadway shall be maintained exactly as originally graded by the road building contractor. (The swale is the portion of earth which runs on the same pitch as the blacktop for a distance of approximately 10 feet into the shoulder, thus allowing for the proper run-off of rain waters.) If it becomes necessary to spread top soil, etc., the sub-soil must be removed and the area regarded with the top soil to the exact former contour. All driveways shall be first dug and then finished to the exact elevation of the original swale.
15. There shall be no outside antenna or outside aerial of any nature, including saucer type greater than 20 inches, placed on any lot within the development with the exception of those on pre-existing buildings.
16. No soil may be removed from any lots unless it is excess after construction of basements or pools. Then all excess soil must be removed to that section provided for by the developer.
17. No clothes lines shall be permitted on any lot. Only "clothes tree" type drying apparatus shall be permitted for the outside drying of laundry and same shall be located to the rear of the dwelling. Laundry shall not be hung from 5:00pm Friday to 8:00am Monday.
18. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty--five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part unless these restrictions have either changed or released by developer.
19. It is understood and agreed in the event that any of the restrictions herein set forth are violated, unless the same have been released or changed as herein set forth, it shall be lawful for the developer or any other person or persons owning any other lots in said development or subdivision to prosecute an action at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions either to prevent such violation or recover damages for the same. .
20. These restrictions, the size of the lots and descriptions of the lots and courses of the lots may be changed or amended by the developer or his assigns, in order to correct or protect any condition which in their opinion, would be beneficial to the tract.
21. Invalidation of any one of these restrictions by judgment, court order or otherwise, shall, in no way affect any of the other restrictions which shall remain in full force and effect.
22. Any solar panels and their location must be approved in writing by developer, and under no circumstance shall be placed on the front of any building or on any portion of any building which faces a public street.