

MPPOA – COVENANT

The above described premises are sold and conveyed by the above named Grantor and purchased and accepted by the above named Grantee as evidenced by the payment of said consideration and acceptance of this deed, as ONE lot and may not be subdivided in less than single lots, and upon, under and subject to the following express covenants and conditions and restrictions, which shall run with the land:

1. The premises hereby conveyed shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on the premises hereby conveyed other than one detached single family dwelling, not to exceed two and one-half stories in height and a private garage for not more than three cars.
2. No dwelling shall be erected or placed on any building site having an average width of less than 75 feet. No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 20 feet to any side street line or nearer than 20 feet to an interior lot line.
3. Easements for installation and maintenance of utilities and drainage facilities are reserved over the front and rear 5 feet of each lot.
4. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently, without written permission from the Grantor.
5. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.
6. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No open fires shall be started without a written permit from the Grantor.
7. No individual water supply or sewage disposal system shall be permitted on any lot or building site unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State or local public health authorities.
8. No building or structure shall be erected upon the premises hereby conveyed without first obtaining the approval, in writing of the Grantor, as to location, elevation, plan and design. Plans drawn to scale must be submitted in DUPLICATE for approval. They should show dimensions of lot; lot and section number; location of buildings with respect to lot lines; location of well and septic tank on lot and their locations with respect to wells and septic tanks on adjoining lots, if any. State Board of Health requirements and suggestions are to be followed in these matters. The Grantor shall approve or disapprove the said location, elevation plan and design within 15 days after the same have been submitted.
9. All lots through which a pipeline right of way now passes, or may pass, or whose boundaries are, or may be within forty feet of the boundaries of such right of way are sold and conveyed under and subject to all easements and rights of way for pipeline or pipe lines as granted by prior owners in the Chain of Title.

10. No Grantee shall clear his lot of brush, trees or anything else of an inflammable nature except after having first obtained the approval of the Grantor in writing, such approval to specify the time and manner in which such clearing shall be made. No fires are to be started on any lot without a written permit therefore. No fires are to be started in the streets at any time. All lots are sold "as is," and all expense for clearance and removal of debris, including stumpage, from the premises shall be for the account and risk of the Grantee.
11. An association of all property owners is to be formed by the Grantor and designated by such name as may be deemed appropriate, and when formed, the buyer covenants and agrees that he, his executors, heirs or assigns, shall be bound by the By-Laws, rules and regulations as may be duly formulated and adopted by such association and that they shall be subject to the payment of annual dues and assessments of the same.
12. The buyer agrees not to sell, rent, lease or to permit the premises hereby conveyed to be sold, rented or leased excepting to persons first approved for membership in the aforementioned association; nor shall signs for advertising purposes be erected or maintained on the premises.
13. The portion of the lands of the Grantor laid down on the map as streets are not dedicated to public use and title thereto shall remain in the Grantor subject to the right to convey to the association aforementioned with reservations, subject to the right of the Grantee and those claiming under them to use the same for ingress and egress to and from the public roads by the most direct course over the streets shown on said map, and if and when dedicated for public use shall be made subject to the right of the Grantor to maintain or grant the right to maintain water mains, sewer pipes, street drains, gas mains, fixtures for street lighting, telephones and electric poles, within the lines of such roadways. Should any municipal body accept the portion of the lands of the Grantor laid down on the map as street, three feet of the front of said land reserved for easements shall be added to and included in that portion of lands laid out for streets.
14. The restrictions as herein provided shall apply only to the above premises and may be changed by the Grantor when desired by it or its successors, said restrictions being imposed for the benefit of all lot owners and the remaining lands of the Grantor and lands which may be hereafter acquired.
15. The Deed, when delivered, shall give and grant to the Grantees, their heirs and assigns, the privileges of all planned recreational facilities. None of the foregoing activities are to be engaged in for any commercial purpose whatsoever.
16. That any time in the future the Grantor, its successors or assigns, shall have the right to purchase said premises if the Grantees desire to sell. If, at any time, the Grantees, their heirs, assigns, executors or administrators, receive a bona fide offer for the premises and the Grantees, their heirs, executors or administrators, decide to accept such offer, they shall first give notice to the Grantor and Grantor shall have the right within thirty (30) days from the receipt of such written notice of purchasing said premises at the price offered by such other party. Should the Grantor not exercise such option, the new Grantee shall be required to sign and be bound by a like agreement.

THE FOREGOING restrictions, conditions and covenants shall apply to the Grantee, his, her or their heirs and assigns.

PENN FOREST TOWNSHIP CHANGES

1997: FRONT LINE TO HOUSE – 50 FEET
BACK LINE TO HOUSE – 50 FEET
SIDE LINE TO HOUSE – 20 FEET

2002: FRONT LINE TO HOUSE – 50 FEET
REAR LINE TO HOUSE – 20 FEET
SIDE LINE TO HOUSE – 15 FEET

IN CASE OF A CORNER LOT, THE SIDE YARD WHICH ABUTS A STREET SHALL NOT BE LESS THAN THIRTY (30) FEET.