

EXHIBIT "B"

PROTECTIVE COVENANTS AND BUILDING RESTRICTIONS FOR


Laurel View Place

AS RECORDED IN INSTRUMENT NO. 200905220019470, INCLUSIVE, LAID OUT BY
DAVID J. KONTOR AND PAULINE L. KONTOR, AND SITUATE IN THE TOWNSHIP OF
DERRY, COUNTY OF WESTMORELAND, AND COMMONWEALTH OF
PENNSYLVANIA.

The undersigned,

DAVID J. KONTOR AND PAULINE L. KONTOR, husband and wife

(Hereinafter referred to as "Developer"), being the owner of all the lots or parcels of land in the above referenced Plan of Lots, recorded as aforesaid, do for themselves, their heirs successors and assigns, hereby declare that all of the lots and land contained in the Laurel View Place, (hereinafter called "Plan"), shall be subject to the following covenants, restrictions, conditions, exceptions and reservations and those covenants, restrictions and conditions set forth on said Plan, which shall be construed as covenants running with the land, and which shall be binding upon and inure to the present owner of the lots and land in the Plan, as well as any grantee, grantees, lessee, lessees, user, or users of the lots or land, to whom the lots or land contained in the Plan may hereinafter be sold, transferred, conveyed, leased, or used, and their respective heirs, executors, administrators, successors and assigns. David J. Kontor and Pauline L. Kontor may designate an agent to act on their behalf, and accordingly, all references to "Developer" shall include a reference to their designated agent, if any.



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The undersigneds, who are the present owners of the land, reserve to themselves, as well as to any future grantee or grantees, or anyone of them, or their heirs, executors, administrators, successors, and assigns, the right by an injunction or otherwise, as may be deemed appropriate, to enforce observance or to restrain threatened violations of the restrictions, covenants, conditions, exceptions and reservations contained herein.

All of the covenants, restrictions and other provisions herein shall continue in full force, 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 said restrictions. The affirmative action referred to herein shall consist of a petition, setting forth in reasonable detail the nature of the revisions, revocations, repeals, or amendments, 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 then the petition shall thereafter be forthwith recorded in the Recorder of Deeds' Office, in and for 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 in the Plan.

For the purposes 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 change;


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(b) Persons owning any lot 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 change;


(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 amendments or change.

Invalidation of any one of these covenants and restrictions, by a final judgement entered by a Court of record, shall have no effect upon the other provisions hereof, which shall remain in full force and effect.

The Developer reserves to themselves the right during the first five (5) years of the initial term (i.e., until 7-7-2009 - , 2014) 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 to the change.

The restrictions, conditions, covenants, exceptions and reservations are as follows:

1. All of the lots within the Plan are hereby designated as residential lot with no structures to be erected thereon other than one single family dwelling.


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Mobile homes or Modular homes are not permitted, even as temporary residences during construction. If a dwelling is one and one-half (1-1/2) story, multi-level, split-level, or two (2) story, then it shall contain no less than 2,200 square feet of livable finished area (not including the basement and garage); split entry and ranch homes shall contain no less than 1,800 square feet of livable finished area (not including the basement and the garage); the number of square feet herein referred to shall not include appurtenances, porches, garages, or basements.

Each dwelling shall include an attached or integral garage with the capacity of not more than three cars. The single family dwelling and garage may be constructed of any recognized building material (except that no concrete block, cinder block, poured concrete or plywood shall be exposed above ground level) and shall be brick to grade, and in no event shall the exterior surface of the first or ground floor of any dwelling or garage regarding the front of the building and garage which faces the front street have affixed thereto any aluminum siding or other imitation siding. Said dwelling and garage shall be used strictly for residential purposes, with no trade, business activity or commercial business or "home occupation" of any kind whatsoever to be conducted on said premises.

Assuming that there is already an attached or integral garage as specified in the above paragraph, Developer will permit one (1) outbuilding not attached to or made part of the dwelling, but that building must be constructed in accordance with the same architectural character and of similar building materials as the dwelling, and must be located on the property in such a way as to conform with all set-back building lines. Additionally, this permitted outbuilding shall be no more than 900 square feet in size. If this outbuilding is another garage, it must have a paved driveway. In no event, will residency, either temporarily or permanently, be permitted in this outbuilding.

2. No lot or house may be divided or subdivided into a smaller lot or house, nor may any portion of any house be added to or incorporated into another house,

nor any portion less than all thereof sold or otherwise transferred. Nothing herein shall be construed to prevent a single family dwelling and garage to be erected on two (2) or more contiguous lots.

Notwithstanding anything contained herein, the Developer has the right to use any houses owned by it for models and for sales offices and administrative offices.

3. No building or part of any building shall be constructed within twenty-five (25) feet of the right of way line of the street abutting said lot. And not within fifteen (15) feet of the said sidelines of said lot, nor within fifteen (15) feet of the rear lot line, unless otherwise specified as per recorded plan by the developer. That portion of each lot, which lies between the 25 foot building line and the right of way line of the street, shall not be used for any purposes other than walks and drives, trees and shrubbery, flowers or other ornamental plants having the purpose of beautifying the premises.

4. Any fences erected thereon shall not be more than four (4) feet in height and shall not extend closer or nearer to the street than the front of the building lines. All such fences shall be of wooden post and rail, wooden picket fences, PVC plastic, aluminum, wrought iron, or living hedge fences (neatly maintained), brick or stone walls. Excepted from this provision shall be fences required by law or regulations concerning swimming pools. Additionally, the fence that is constructed to surround or partially surround the storm water retention pond may vary from the regulation and may be determined solely in the discretion of the Developer.


5. Each dwelling unit constructed within the Plan shall have erected on the lot an outside lamp and lamp post and shall be erected not later than when the dwelling unit is completed on said lot.

All other outside lighting, flood lights, etc. shall be directed in such a way that the lights are not directed at adjoining lots and/or dwellings.

6. 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 (except by the Developer in completing the development or by a contractor who is actively engaged in erecting a dwelling). In addition, no garage may be used, either temporarily or permanently, as a residence.

7. No farm animals, poultry, livestock or fowls of any kind shall be kept on said lot or dwelling or garage, excepting household domestic pets, which cannot exceed three per dwelling house, provided however, such household domestic pets, cannot be a source of annoyance, nuisance, or threat to the neighborhood or adjoining lot owners. No dog runs will be permitted. No doghouse will be permitted on any lot and no domestic pets will be permitted to be housed in a doghouse either temporarily or permanently.

8. No noxious or offensive activity shall be conducted on any lot, nor shall anything be done thereon which shall be or become an annoyance, nuisance, or threat to the neighborhood. All trash, garbage, grass clippings and other waste shall be kept only in sanitary containers, which shall be kept and maintained so that they cannot be readily observed from the street. From the date of the conveyance of the lot or lots, each property owner in the Plan shall be responsible for maintaining his / her lot / lots in a reasonably clean condition, free of debris, brush and weed growth.



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9. No sign of any kind shall be displayed to the public view on any lot except signs of not more than seven (7) square feet advertising the property for sale or rent, or signs used by the Developer to advertise the property during the construction and sales.

10. Construction of all dwelling houses must be commenced within one (1) year from the date of the conveyance of the lot; provided however, that an extension of the time may be granted by the Developer at their sole option. Construction of all dwelling houses must be completed within twelve (12) months from the time ground is broken at the commencement of construction, and the front, sides and area extending no less than thirty-five (35) 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 or during the next immediate growing season, after the completion of construction.

11. Within one (1) year of the completion and occupancy of the dwelling, all driveways must be paved with either asphalt, concrete, brick or a material approved by the Developer. In addition, all sidewalks or entrance walks leading from the street or driveway to the dwelling or garage must likewise be paved within one (1) year of the completion and occupancy of the dwelling, provided however, that an extension of the time may be granted by the Developer at their sole option.

12. No occupancy of an uncompleted dwelling (including a foundation) shall be permitted.



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13. No recreational vehicle, motor home, bus, camper, travel trailer, boat, boat trailer or truck, except for a temporary occurrence such as, delivery visitation (maximum of two (2) weeks), or an emergency, shall be parked or stored on any street in the Plan or on the lot unless housed in a garage. Parking or storing of unlicensed and uninsured vehicles is specifically prohibited unless stored in a garage.

14. Above-ground swimming pools may be installed or maintained on any of the lots at any time, provided however, that appropriate deck and required fencing are incorporated as part of the pool structure, and after the construction of a single family dwelling is completed.

15. Before any dwelling is constructed by an owner of a lot, the Developer must approve the contractor for the lot owner wherein.

16. 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 house, until the plans and specifications showing the design, nature, kind shape, dimensions and materials of a building structure, fence, wall or any exterior addition to or change or alteration as well as a plot plan showing the location of the proposed structure, have been submitted to, and approved in writing by the Developer (or its designated agent) as to the harmony of the exterior design and location in relation to the surrounding structures and topography. In the event the Developer fails to approve or disapprove such design 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.


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This section shall apply to dwelling houses constructed as new dwelling houses at their inception and to any changes, alterations and additions planned to be made to a house 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.

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

18. All streets, lanes and alleys contained within the Plan, and all areas designated on the lots contained within the said Plan, shall be subject to easements, and rights-of-way for the construction, reconstruction, repair, removal and maintenance of a line or lines of water, gas, telephone, cable, sewer, or storm water and a line or lines of poles, wires and guys, which said easements and rights-of-way may be utilized for the purpose 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 regarding any fences, shrubbery, grass driveways or any other improvements or landscaping.

19. All utility lines shall be underground except for temporary service used during the construction and / or remodeling of any residential building or dwelling.



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20. Satellite dishes may be erected only in the rear of the lot by being attached to the rear portion of the dwelling either on the back side or back portion of the roof. Satellite dishes may only be a maximum of eighteen (18) inches in diameter. All wiring for satellite dishes must be underground.

21. Each lot owner is required to install an individual filtration system to provide for adequate retention of run off water from structures on their lot.

DATED this 7th day of July, 2009

WITNESS:

[Signature]

[Signature]

[Signature]

DAVID J. KONTOR
[Signature]
PAULINE L. KONTOR



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