

7/27/89 BR. 121 of 567

RESTRICTIONS  
TO BE INCORPORATED INTO DEEDS FOR ALL LOTS  
IN THE SUBDIVISION KNOWN AS

"QUEEN ESTHER ESTATES"

PROTECTIVE COVENANTS APPLYING TO ALL LOTS IN THE  
SUBDIVISION KNOWN AS

"QUEEN ESTHER ESTATES"

LOCATED IN ATHENS TOWNSHIP, BRADFORD COUNTY,  
PENNSYLVANIA AS SHOWN ON MAP OF FINAL SUB-  
DIVISION PLAN PREPARED BY HUNT ENGINEERS  
DATED JUNE, 1987 AND BEARING THEIR  
NUMBER 1420-001

WHEREAS, MARY THERESA SULLIVAN of Sayre, Pennsylvania is  
the owner of land known as QUEEN ESTHER ESTATES which has been  
sub-divided by a plot prepared by Hunt Engineers into eighty-six  
(86) lots in a certain map dated June, 1987 and bearing Number  
1420-001,

WHEREAS, the said owner is desirous of subjecting said plot  
to a series of protective covenants for the development of  
single-family detached dwellings.

Said plot map is hereto attached and herein incorporated by  
reference thereto, and the land is further described in Deed to  
Mary Theresa Sullivan recorded in Bradford Count Record Book---  
at Page ---.

NOW, THEREFORE, the said owner, her heirs and assigns, with  
the intention of being legally bound hereby, does hereby make  
the eighty-six (86) lots located in QUEEN ESTHER ESTATES as more  
particularly described in the map hereto attached subject to the  
following protective covenants:

1. LAND USE AND BUILDING TYPE. No lot shall be used  
except for residential purposes. No building shall be erected,  
altered, placed, or permitted to remain on any lot other than  
one detached single-family dwelling not to exceed two and one-  
half stories in height, except that one lot, Lot No. 86, may be  
used for the construction of a multiple occupancy residential  
building. No lot may be subdivided.

JOY B ZELLER  
CHANCER AT LAW  
DESMOND STREET  
P. O. BOX 208  
E. PA. 16840-0208  
PNC (717) 683-7733

RECORDED  
INDEXED  
JUN 26 PM 2:34  
REC'D ZELLER  
CORNER

2. PROFESSIONAL OFFICE. A single family detached dwelling may contain an incidental professional office for the practice of real estate, medicine, law, dentistry, insurance and no other profession, occupying no more than 1/3 of the total floor space of the first floor of said dwelling, for professional use.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than \$50,000.00 based upon cost levels prevailing on the date these Covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1,000 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

#### 4. BUILDING LOCATION.

(a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plot. In any event no building shall be located on any lot nearer than thirty-five (35) feet to the front lot line, or nearer than thirty-five (35) feet to any side street line.

(b) No building shall be located nearer than fifteen (15) feet to an interior lot line, and provided further that the total side yards shall total forty (40) feet, no less, in width.

(c) For the purposes of this Covenant, eaves, steps, and open porches shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, provided further

that a owner of a lot shall have the right and privilege of storing a camp trailer on premises so long as the camper shall not be used as a residence while on premises.

7. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale or rent, or sign used by a builder to advertise the property during the construction and sales period.

8. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

9. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, horses or other pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose, and provided further that the keeping of the said horses, dogs, cats or other pets does not constitute a nuisance.

10. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

11. WATER SUPPLY. Lot owners shall be responsible for providing their own water supply. No individual water-supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State Health Department of the Commonwealth of Pennsylvania. Approval of such system as installed shall be obtained from such authority.

12. PAVING. No front yard shall be paved, except sidewalks, driveways and parking areas.

13. STRIPPING OF TOP SOIL. At no time shall any lot be stripped of its topsoil, trees, or allowed to go to waste or waste away by being neglected, excavated, or having refuse or

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trash thrown, or dropped, or dumped upon it. No lumber, brick, stone, cinder block, concrete block, or other materials used for building purposes, shall be stored upon any lot more than a reasonable time for the construction in which they are to be used to be completed, provided that topsoil removed may be removed in an area not exceeding five thousand (5,000) square feet temporarily for the purpose of construction of the single family dwelling.

14. CHANGING SLOPE. The existing slope or conformation of any lot shall not be altered, nor shall any structure, retaining wall, planting or other activity be taken which retards, changes or otherwise interferes with the natural flow of surface drainage waters to the actual or threatened injury of any other lot, or which creates erosion or sliding problems.

15. FUEL TANKS. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main structure, within an accessory building or buried underground.

16. TOWERS. No television or radio towers may be erected or maintained anywhere upon said property without the prior written consent of the owners.

17. DUMPING. No lot shall be used or maintained as a dumping ground for rubbish, refuse or garbage. Garbage or other waste shall not be kept excepting in sanitary containers. A incinerators and other equipment for the disposal or storage of such matter shall be kept in a clean and sanitary condition.

18. PRE-FABRICATED STRUCTURES. No pre-fabricated structure is to be installed on any lot as a residence unless the said structure is erected above the top of the foundation and is brought to the site for erection in more than one individual substantial components.

19. OUTBUILDINGS. All out-buildings constructed on the premises shall be similar in design and appearance to the residential dwelling erected on said lot.

20. UTILITIES. All utilities including electric, telephone, sewer, T.V. cable, or other public utilities shall be constructed underground. All charges imposed by any utility for the said underground construction on site shall be the expense of the person constructing the residence or improving the lot, and shall be the expense of the owner.

21. No above-ground swimming pools are to be placed on lot, and all inground swimming pools are to be surrounded by a fence.

22. No television or radio towers may be erected or maintained anywhere upon any property in the subdivision.

23. NO OUTSIDE toilets shall be erected or used.

24. Developer, Mary Theresa Sullivan, shall have the first option to repurchase any lot or lots at a price equal to that offered in good faith by any third party. In any case where Developer decides not to exercise said option, she shall join in the deed to the third party or execute such other document as may be necessary to effectively release the option of record.

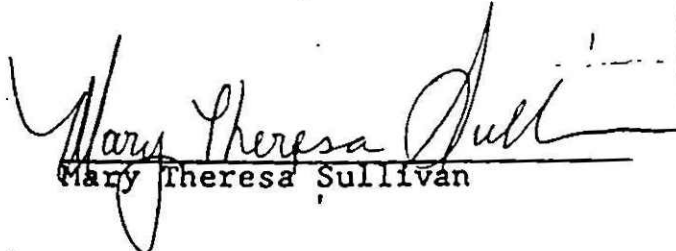
#### GENERAL PROVISIONS

1. DURATION OF COVENANTS. 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 thirty-five (35) 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.

2. ENFORCEMENT. Enforcement shall be by proceedings in law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. SEVERABILITY. Invalidation of any one of the covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day and year above written.

  
Mary Theresa Sullivan

LANDY & ZELLER  
ATTORNEYS AT LAW  
228 E. LINDSEY STREET  
P. O. BOX 206  
DAYRE, PA. 18840-0206

LEHIGHONE (717) 888-7733

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss  
COUNTY OF BRADFORD )

On this the 19th day of June, 1989, before me a notary public appeared Mary Theresa Sullivan known to me satisfactorily proven to the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

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

*Dawn M. Babcock*  
NOTARY PUBLIC  
Dawn M. Babcock, Notary Public  
Sayre Boro, Bradford County, PA.  
My Commission expires June 9, 1990

RJL/eh  
081487  
85-889

RECORDED  
BRADFORD COUNTY  
89 JUN 26 PM 2:34  
SHIRLEY ROCKEFELLER  
RECORDER

State of Pennsylvania } ss  
County of Bradford }  
Entered and recorded in the office for the Recording of Deeds, etc. in and for said County and State, on the 26th day of June, 1989 in Record book 118 Pg 429  
A.D. 1989  
Witness my hand and Official Seal, the date aforesaid.  
Recorder of Deeds

*Shirley Rockefeller*

ANDY D ZELLER  
ATTORNEYS AT LAW  
18 DESMOND STREET  
P. O. BOX 306  
TRE, PA. 16840-0206

FORM (717) DUU-7733

AMENDMENT TO:  
RESTRICTIONS  
TO BE INCORPORATED INTO DEEDS FOR ALL LOTS  
IN THE SUBDIVISION KNOWN AS

"QUEEN ESTHER ESTATES"

LOCATED IN ATHENS TOWNSHIP, BRADFORD COUNTY,  
PENNSYLVANIA AS SHOWN ON MAP OF FINAL SUB-  
DIVISION PLAN PREPARED BY HUNT ENGINEERS,  
DATED JUNE, 1987 AND BEARING THEIR  
NUMBER 1420-001  
AMENDMENT DATED JULY 24, 1989

RECORDED  
BRADFORD COUNTY  
JUL 27 2 37  
WILEY SCOTT FELLER  
RECORDER

WHEREAS, Mary Theresa Sullivan of Sayre, Pennsylvania is the owner of land known as Queen Esther Estates which has been subdivided by a plot prepared by Hunt Engineers into 86 lots in a certain map dated June, 1987, and bearing No. 1420-001, and

WHEREAS, the said owner is desirous of subjecting said plot to a series of protective covenants for the development of single family detached dwellings, and said protective covenants were recorded on June 26, 1989 in the Office of the Register and Recorder of Bradford County at Book No. 118 at page 429, and

WHEREAS, the owner of said lands desires to amend the restrictions and protective covenants that have previously been recorded;

NOW, THEREFORE, the said owner, her heirs and assigns, with the intention of being legally bound hereby, does hereby amend the restrictions and protective covenants previously recorded as follows:

Paragraph 24 which appears on Book 118 at page 433 is amended to read as follows:

"24. Developer, Mary Theresa Sullivan, shall have the first option to repurchase any undeveloped lot or lots at a price equal to that offered in good faith by any third party. This option shall expire as to each lot at such time as said lot is improved with a dwelling house. In any case, where developer decides not to exercise said option, she shall join the Deed to the third party or execute such other document as may be necessary to effectively release the option of record. This option shall expire as to all lots within the subdivision on January 1, 2010."

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.

*Mary Theresa Sullivan*  
Mary Theresa Sullivan

Record of Deeds  
Notary Public  
Shirley Rockefeller  
Recorder of Deeds

COMMONWEALTH OF PENNSYLVANIA: ss:  
COUNTY OF BRADFORD :

On this the 27<sup>th</sup> day of July, 1989, before me, a Notary Public, appeared Mary Theresa Sullivan, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

*Dawn M. Babcock*  
Notary Public

My Commission Expires: 6/9/90

RECORDED  
BRADFORD COUNTY  
89 JUL 27 PM 2:31  
SHIRLEY ROCKEFELLER  
RECORDER

NOTARIAL SEAL  
DAWN M. BABCOCK, Notary Public  
Sayre Boro, Bradford County, PA  
My Commission expires June 9, 1990

DEED  
SHIRLEY ROCKEFELLER  
RECORDER