

**DECLARATION OF RESTRICTIONS, COVENANTS,  
AGREEMENTS AND CONDITIONS OF WESSLEY, LLC AFFECTING LOTS IN THE  
WINCHESTER ESTATES OF WINDBER SUBDIVISION PLAN  
PAINT TOWNSHIP, SOMERSET COUNTY, PENNSYLVANIA**

**WHEREAS, WESSLEY, LLC** (“Wessley”), is subdividing a tract of land in Paint Township, Somerset County, Pennsylvania, consisting of fifty-seven (57) lots as shown on the **WINCHESTER ESTATES OF WINDBER SUBDIVISION PLAN** (“Subdivision”),

**WHEREAS,** Wessley desires to create a residential community and provide for the general protection of the homes by creating a uniform and consistent plan of development.

**NOW, THEREFORE,** in consideration of the terms and conditions hereof, Wessley, for itself, its successors and assigns, hereby declares that the real property described herein is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions set forth as follows, all of which shall run with the land and be binding on the Owners, their heirs, successors and assigns:

1. **DEFINITIONS.**

- A. The “Subdivision” shall mean the Winchester Estates of Windber Subdivision Plan and shall refer to all that certain piece, parcel or tract of land located in Paint Township, Somerset County, Pennsylvania, as shown on the Plan of Lots recorded in Somerset County Plat Book Volume 28, Page 57A-D.
- B. “Lot” shall mean and refer to any lot or parcel within the “Subdivision”.
- C. “Wessley” or “Declarant” shall mean Wessley, LLC.
- D. “Owner” shall mean and refer to the owner of any one (1) or more lots within the Subdivision who shall own a fee simple title to any lot determined by the record documents, but notwithstanding any applicable mortgage, shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any procedure in lieu of foreclosure.

2. **CONSTRUCTION APPROVAL.** No structure of any kind shall be erected, placed or altered on any Lot until construction plans and specifications and a site plan showing the location of any structure shall have been approved in writing by “Wessley” or its assignee, and the Owner thereof shall have secured a building permit and any other permit or approval required under applicable law, rule or regulation.

3. **MINIMUM BUILDING AREA.** The residence shall have a minimum living area of one thousand nine hundred eighty (1,980) square feet if constructed on a Lot with a total area of 1.2 acres or less. The residence shall have a minimum living area of two thousand three hundred ten (2,310) square feet if constructed on a Lot with a total area of more than 1.2 acres.

4. **SINGLE FAMILY RESIDENCE.** Only one (1) single-family, private dwelling or residence designed for occupancy by one (1) family shall be erected on any Lot, and said

premises shall not be used for any purposes other than residential purposes, except that a single story garage for the sole use of the Owner of said Lot may be erected on said Lot. No mobile homes, double-wide mobile homes, modular homes or log homes shall be erected or maintained on any Lot.

5. **GRADING PLAN.** No building construction shall be permitted until a grading plan for the specified Lot is approved by Paint Township.
6. **DESIGN REQUIREMENTS.** No single-family dwelling erected on any Lot shall contain more than two and one-half (2-1/2) floors above the basement, and the total height of said dwelling shall not exceed thirty-two (32') feet to be measured from the top of the basement of said dwelling, and provided the basement level which is that level which is wholly or substantially below ground.
7. **EXPOSED FOUNDATION WALL.** Foundation walls with greater than twenty-four (24") inch vertical exposure shall be brick or stone covered or be constructed of poured concrete with a brick pattern.
8. **SUBDIVISION.** No Lot may be subdivided into two or more Lots except for Lots 54 and 57. Notwithstanding this restriction, if two Lot owners wish to subdivide an adjoining Lot and then merge the subdivided Lot with their original non-subdivided Lots, they may do so pursuant to land merger subdivision rules of Paint Township. The subdivided Lots must be merged with the adjoining Lots so that the original Lots are larger than their original Lots prior to subdivision, no smaller remaining Lot is permitted. Wessley, LLC must approve, in writing, the land merger subdivision prior to applying for a land merger subdivision approval from the Township.
9. **BUILDING SETBACK.** No building, structure or addition or part thereof shall be erected on a Lot within the building setback line on said Lots as shown on the Subdivision Plan.
10. **BUILDING MATERIALS.** No less than 25% of the total surface area of the front elevation of the residence shall be constructed of brick or stone.
11. **BUILDING OCCUPANCY.** No foundation, temporary building, or partially completed structure shall be occupied or used as a dwelling until the residence has been substantially completed in accordance with the approved plans and specifications and a certificate of occupancy issued by the applicable building inspector. No mobile home, recreational vehicle, camper, or trailer shall be occupied or used at any time as permanent or temporary residence within the Subdivision. No boat, camper, trailer, mobile home or recreational vehicle may be stored on a Lot for more than seven (7) days in any sixty (60) day period, unless stored completely inside the garage of the dwelling.
12. **PUBLIC UTILITIES.** Owner, at Owner's sole expense, shall arrange for utility services, including, but not limited to, Penelec (electric power), Verizon (telephone), Paint Township (sewer), Windber Area Authority (water/sewer) and all other appropriate public utilities for service to Owner's Lot.
13. **NON-RESIDENTIAL STRUCTURES.** A shed, barn or an accessory building may not exceed three hundred (300) square feet and shall be of wooden construction with brick,

stone, vinyl siding or stained or painted wooden siding, and shall match the color of the residence. The roofs of all such buildings shall be shingled. No metal storage sheds, barns or accessory buildings shall be erected on any Lot.

14. **TEMPORARY FACILITY.** No temporary trailer, temporary shed or other temporary building or facility shall be erected or maintained on any Lot, except as may be reasonably necessary solely for use in construction activities on the Lot, and in no event shall temporary trailer, temporary shed or other temporary building or facility be maintained on a Lot after completion of construction and occupancy of the residence.
15. **PAVED DRIVEWAY.** Owner shall within twelve (12) months of date of substantial completion of the dwelling construct an asphalt, concrete, or brick driveway for vehicular access to the residence. The driveway must provide parking for at least three (3) vehicles or more.
16. **OFF STREET PARKING.** Parking vehicles on the street shall be not permitted.
17. **UNLICENSED VEHICLES.** No unlicensed vehicles, equipment or machinery of any kind shall be permitted to remain outdoors overnight on any Lot. All such vehicles, equipment or machinery shall be located in an appropriate garage or storage shed on the Lot.
18. **NO EXCESS EXCAVATION.** No excavation of stone, gravel or earth shall be made upon any Lot, except for basements, cellars, retaining walls, landscaping and driveways needed during the normal course of the construction of a residence on a Lot and any such excess material shall be removed at or before occupancy.
19. **CONSTRUCTION DEBRIS.** Within one (1) month after completion of a residence on a Lot, all debris and waste material remaining on the Lot shall be removed from the Lot and the Lot shall be landscaped, including the seeding of bare earth, in a good and workmanlike manner. If this one (1) month period is inconsistent with the normal planting season for Somerset County, Pennsylvania, this work must be completed within one (1) month of the commencement of the next planting season.
20. **RUBBISH CONTAINMENT.** No Lot shall be used or maintained as a dumping ground for rubbish, nor shall any rubbish or garbage, or other waste of any type be allowed to accumulate on said Lot. Said rubbish, garbage, or other waste shall be kept in appropriate containers, and all such containers shall be kept in a clean and sanitary condition and be located in an unobtrusive location or screened from view.
21. **PETS.** No animals or fowl shall be kept, maintained or raised on any of the Lots within the Subdivision, except for two (2) usual and customary household domesticated pets. All such pets shall be restrained to the Lot only and shall not be permitted to run free within the Subdivision. All domesticated pets permitted pursuant to this paragraph shall be kept indoors between the hours of 10:00 p.m. and 6:00 a.m. unless accompanied outdoors by the Owner.
22. **NO OFFENSIVE USE.** No obnoxious or offensive use or activity shall be conducted on or around any Lot, nor shall any activity of any nature whatsoever be conducted on a Lot, which may constitute a nuisance, in the discretion of Wesley or its assignee, Paint

Township, or a state or federal agency.

23. **NO COMMERCIAL ACTIVITY.** No Lot shall be used for any profession, trade business, commercial or industrial activity, except an approved home use with no signs and no more than one (1) employee being permitted.
24. **OUTDOOR USE.** No drying or airing of any clothing or bedding shall be permitted outdoors on any Lot, unless it is completely in the rear of the house itself and virtually out of sight from the road and adjacent lots.
25. **NO SIGNS.** No signs of any kind, except usual and customary “for sale” signs or “safety zone” signs for lots on the outside perimeter of the development, shall be displayed on any Lot; provided that Wesley shall have the right, but not the obligation, to erect a sign or signs reasonably appropriate for the initial sale of Lots.
26. **SATELLITE DISH/ANTENNA.** No satellite dish or antenna of any kind shall be located on the Lot, except for satellite dishes thirty (30") inches or less, in diameter and not more than two (2) satellite dishes may be installed on a Lot. Satellite dishes shall only be mounted on the residence. No other antennae are permitted on any Lot.
27. **SWIMMING POOLS.** No above-ground swimming pools shall be erected or maintained on any Lot unless such facility is at least fifty (50%) percent surrounded by a stained or painted wooden deck. All such facilities shall be entirely fenced to prevent outside use or access. Pool, decking and/or fencing shall be kept in good condition and shall be kept aesthetically pleasing.
28. **COMMERCIAL VEHICLES.** No commercial vehicles larger than a pickup truck or van may be kept at a residence on a regular basis. Commercial vehicles include, but are not limited to, vehicles of a gross vehicle weight rating of 13,000 pounds, vehicles with a box trailer, or vehicles with a utility bed. No commercial vehicle shall be parked near the road to provide a resemblance of billboard advertising.
29. **FENCES.** Chain link fences shall not be erected on any Lot. All fences shall be aesthetically pleasing split rail, wooden stockade or other similar style wooden or vinyl, decorative fences.
30. **LAWN MOWING.** All lawns on all Lots with residences constructed thereon, shall be mowed to reasonable height, not to exceed five (5) inches for a period exceeding seven (7) days and shall be maintained in a neat and orderly condition. Vacant lots shall be mowed a minimum two (2) times a year and the grass not to exceed twelve (12) inches for a period exceeding seven (7) days.
31. **FURNACES & TANKS.** No outdoor furnaces of any type shall be permitted on any Lot, and no above-ground or below-ground (buried) tanks shall be permitted on any Lot, unless inside the basement or garage area meeting all applicable building codes.
32. **CONSTRUCTION/MAINTENANCE EASEMENT.** A thirty (30) foot maintenance easement shall exist for all sanitary sewer lines. The Owner shall not be restricted from the use of the property within the maintenance easement, but Owner can build upon same.

33. **COST OF ENFORCEMENT.** If any Owner is found by a Court of competent jurisdiction to be in violation of the covenants contained herein, the cost of enforcing these covenants including attorneys fees, shall be paid by the violator.

**THE PROVISIONS** herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Owner of any Lot within the Subdivision.

**IF ONE (1) OR MORE** of said restrictions contained herein shall be deemed invalid or unlawful, it shall not affect the validity or enforceability of the remaining restrictions.

**IN WITNESS WHEREOF**, the said Wesley, LLC has hereunto set its hand and seal the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of

Attest:

**WESSLEY, LLC**

\_\_\_\_\_

By: \_\_\_\_\_  
John W. Rugg, Jr., Member

COMMONWEALTH OF PENNSYLVANIA :  
: ss:  
COUNTY OF CAMBRIA :

On this, the \_\_\_\_\_ day of March, 2008, before me, the undersigned officer, personally appeared John W. Rugg, Jr., Member of Wesley, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public