

*Patrick H. Lippert*  
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RECORDER OF DEEDS  
ERIE COUNTY, PA.

**DECLARATION OF RESTRICTIONS  
UPON LOTS IN THE  
GRAHAMVILLE SUBDIVISION  
PHASE I AS PLOTTED IN  
ERIE COUNTY MAP NUMBER 2005 - 196**

**ALL LOTS IN THE GRAHAMVILLE SUBDIVISION PHASE I AS PLOTTED IN  
ERIE COUNTY MAP NUMBER 2005 - 196 ARE AND SHALL BE SUBJECT TO THE  
FOLLOWING RESTRICTIONS:**

**RESTRICTION AGAINST  
OBSTRUCTION OF  
PRIVATE RIGHTS OF WAY**

1) That portion of the Thornton Grahamville Subdivision located within the premises acquired from Joseph Ferko et ux by deed recorded at Erie County Record Book 1029 at Page 1718 and designated on the "Location Map" as Parcel 006, constitutes a replot of that portion of the "Orchard Park Addition to North East Boro" which plot was recorded at Erie County Map Book 2 at Page 161 on February 8, 1917 lying south of Grahamville Street. The areas depicted upon the Thornton Grahamville Subdivision Map recorded at 2005-196 as "Franklin Street" from the south boundary of Grahamville Street to the south boundary of the subdivision (excluding that portion within the boundaries of Wellington Street); "Davis Street" from the east boundary of Washington Street to the west boundary of Jefferson Street; and the southerly extension of Jefferson Street labeled "easement" in Lot No. 9 (which areas are partially located within Lots 1, 3, 4, 5, 6, 7, 39, 40, 45, 46, and 9) are subject to the restriction that no use be made of said areas that is inconsistent with the utilization of said areas as private rights of way appurtenant to lots in the Orchard Park Addition as originally plotted. The imposition of the within restriction shall not constitute a grant, renewal, or revival of any private rights of way previously extinguished by

conveyance to David L. Thornton or his predecessors in title or by operation of law or otherwise. Said areas are not plotted or planned for improvement and acceptance as public streets but only for the purpose of identifying areas subject to the within restriction. No private rights of way in plotted but unopened streets of the Orchard Park Addition lying north of Grahamville Street or in "Franklin Street"; "Davis Street" or the "easement" in Lot No. 9 by reason of the depiction thereof on the Thornton Grahamville Subdivision Map shall arise in favor of the owner of any lot in Thornton Grahamville Subdivision or for any other reason. In the event all private rights of way in the depicted areas have been or are hereafter terminated by any means whatsoever, then the within restriction shall lapse absolutely.

**RESTRICTION AGAINST  
OBSTRUCTION OF RIGHT OF WAY**

2) That portion of "Franklin Street" as is depicted within the boundaries of Lots 1, 3, 4, and 5 is under and subject to a right of way determined to exist by reason of proceedings at Erie County Docket No. 2341-A-1984 and no use shall be made of said area which is inconsistent with the utilization of said rights of way under the terms of said court decision. In the event that said right of way is terminated by any means whatsoever, then the within restriction shall lapse absolutely.

**RESTRICTION AGAINST  
MODIFICATION OF  
STORM WATER MANAGEMENT  
SURFACE CONTOUR**

3) The Storm Water Management Plan as approved by North East Borough, which is incorporated herein by reference, requires the maintenance of certain surface contours for the purpose of control of storm water. Said contours have been established on the ground and no modification thereof is permitted without the explicit written approval of North East Borough and David L. Thornton.

**RESTRICTION AGAINST  
DEVELOPMENT IN  
PROPOSED DETENTION BASIN AREA**

4) No activities shall be conducted upon those portions of Lots 1, 3, 4, 5, and 6 which are designated as "Proposed Detention Basin Areas" which are inconsistent with the utilization of said areas as detention basin areas.

**LIABILITY FOR  
DAMAGES DURING CONSTRUCTION**

5) In the event that construction activities, including but not limited to the transport of construction material to or from a construction site, damage any highways, including curbs and storm water control devices, utility installations, sidewalks, structures or landscaped areas, then the contractor whose actions or failure to act caused the damage shall be responsible for the repair of any such damages. In the event that said contractor does not repair any damage or make provision for the repairs satisfactory to David L. Thornton or the property owner of the property to which the damage was done within fifteen days, then in that event, the property

owner who secured the services of the contractor shall thereafter be responsible to repair same within fifteen days. In the event the property owner shall fail to repair same or make arrangements satisfactory to David L. Thornton or the owner of the property to which the damage was done within fifteen days, then David L. Thornton or the property owner of the damaged property may repair same in which event the contractor and property owner who secured the services shall be jointly and severally liable for the repair costs to David L. Thornton or the property owner of the damaged property. The within provision is by way of additional relief and shall not limit or exclude any other remedy available to David L. Thornton or the property owner whose property was damaged or their subrogees.

#### **HOMEOWNERS' ASSOCIATION**

6) Maintenance and operation of the storm water management facilities as installed in accordance with the storm water management plan for Thornton Grahamville Subdivision as submitted to and approved by the North East Borough, shall be the responsibility of the Grahamville Subdivision Property Owners Association, which shall be an incorporated association consisting of the owners of the lots in Grahamville Subdivision. The Grahamville Subdivision Property Owners Association shall be governed by majority vote, with each lot having one (1) vote regardless of the number of owners thereof. The Association shall meet at least annually to determine the amount of annual assessments for maintenance of the storm water management facilities and the maintenance of the Association property and any other related Association expenses and to designate two members of the Association as treasurer and co-treasurer to collect the assessments and disburse the same. The owner or owners of any lot who should fail to pay an assessment within sixty (60) days of the due date there shall be subject to



suit for recovery of the assessment by the Association and the assessment shall be a lien on the property until paid, shall bear interest at the rate of twelve (12%) per cent per annum, and the Association may recover costs of collection, including reasonable attorney's fees. The lien of the Association shall be subject and subordinate to any mortgages given by a property owner upon a lot or lots of the subdivision. Assessments shall be equal for each lot and more than one (1) assessment may be made in any year if necessary. The owners of any five lots may call for an Association meeting by giving not less than ten (10) days written notice to the other lot owners. The members of the Association may, by majority vote: establish by-laws consistent with the within restrictions; enforce any restrictions established hereunder; and extend, modify or amend restrictions set forth in the section entitled "Other Restrictions" after expiration of the initial period thereof, on December 31, 2025.

#### **EXCLUSION OF EXISTING STRUCTURES**

7) Lot 65 is excluded from application of the restrictions set forth hereinafter under "Other Restrictions."

#### **OTHER RESTRICTIONS**

8) No structure shall be erected, altered, placed, or constructed upon any lot except for single and multi family residential dwellings and related outbuildings. All single-family structures shall have an attached garage for not less than two nor more than four vehicles; all multi-family structures shall have an attached garage for not less than one nor more than two vehicles per unit. All lots to the west of Jefferson Street may be used as single family dwellings

or multi-family dwellings, and more specifically, multi-family dwellings may be built on lots numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 38, 39, 40, 41, 42, 43, 44, 45, 46, and 47.

9) Any residence erected upon a lot in the subdivision shall have a pitched roof with a minimum pitch of four feet vertical rise for each 12 feet horizontal coverage.

10) Any residence erected upon the property shall have not less than 1400 square feet for a single family or 1200 square feet per unit for multi-family housing of enclosed above ground finished living area excluding any breezeway, porches, garage or basements. For split-level residences, ground floor living areas may be considered as "above ground finished living area" in the discretion of David L. Thornton notwithstanding that the lower portion thereof is below ground.

11) No residence, outbuildings or attached structure shall be constructed with an exterior of concrete blocks or cinder blocks.

12) All buildings erected hereon shall be of sound and safe construction with finished exterior coverings.

13) Any outbuildings erected shall conform to the main dwelling as to style and architecture. Outbuildings shall not exceed 120 square feet in area and 12 feet in height.

14) Sidewalks conforming to municipal requirements and concrete driveways must be installed before occupancy of a residence; or if inclement weather delays installation, sufficient funds shall be escrowed for that purpose with an escrow agent acceptable to David L. Thornton until such time as weather permits completion. Concrete driveways may have wearing surfaces of brick, stone, or other paving material, excluding asphalt, provided same is approved by David L. Thornton. A lending institution or an attorney at law licensed in the Commonwealth of Pennsylvania are acceptable escrow agents without any additional approval.

15) No residence placed or erected on any part of said property shall be occupied for residential purposes in any manner prior to completion of the exterior.

16) Construction of any dwelling shall be completed within one year of the date of commencement of construction.

17) No temporary buildings may be placed on any lot.

18) All lawn, shrubbery, gardens or any other type of vegetation growing on the lots or surrounding any buildings shall be kept up in a neat and orderly fashion so it would not appear unclean or obnoxious to the eye. No vegetable gardens shall be maintained upon the property prior to completion of a residence.

19) No lot shall be used in whole or in part for any commercial purpose nor shall any lot be used whole or in part for storage of any property or object that will cause such lot to

appear in an unclean or untidy condition, or that will be obnoxious to the eye, nor shall any activity be carried on or substance kept upon any lot that will emit foul or obnoxious odors or that will cause an unreasonable noise or which may become a nuisance to the neighborhood. No horses, cattle, sheep, goats, hogs, poultry or other livestock shall be kept or maintained upon any part of the property provided, however, that the keeping of domestic pets for personal but not commercial purposes shall be permitted. For purposes of enforcement and interpretation of this restriction, the conduct of professions commonly conducted at and in the residence of the practitioner shall not be considered commercial purposes.

20) All utility service lines including telephone, gas, electric and water shall be installed below ground.

21) The sanitary sewer system for the subject subdivision is not designed to provide sanitary sewer connections to facilities located below grade as established in the plans for said sanitary sewer system on all lots. No sanitary sewer connections shall be made except in conformance with the sanitary sewer system plan filed with the municipality and no below grade facilities shall be installed unless the sewage collection lines as installed will accept the discharge from said below grade facilities.

22) Prior to commencement of construction of any structure including fences and decks upon the subject premises, the plans therefore including exterior elevations thereof shall be submitted to David L Thornton or the homeowner's association as hereafter provided for approval of compliance with the restrictions set forth herein and the aesthetic acceptability of the



proposed structure. Failure to notify the owner to the contrary within thirty (30) days of delivery of proposed plans to the office of Thornton of disapproval shall constitute approval. No action shall be brought by reason of violation of the within restrictions more than one year after completion of the construction of any improvements. In the event of the death or incapacity of David L. Thornton, approvals hereunder shall be secured from his successor in interest. David L. Thornton or his successor in interest may designate the homeowners' association to exercise the approval right established in this paragraph.

23) No residence or other structure shall be erected upon any lot formed by resubdivision of plotted lots which lot has an area of less than 10,000 square feet.

24) No commercial or private oil or gas wells shall be drilled and no sand, gravel, or earth, other than the amount necessary to improve the premises, shall be removed from any lot in the Subdivision. Any sand, gravel or earth removed shall first be offered to David L. Thornton without compensation.

25) Radio and television antennas shall not exceed the height of the principal structure upon the premises by more than six feet nor shall any such structures be located in the front or side yards of any property.

26) Front yard fences shall not exceed four (4) feet in height. No chain link fences are permitted.

27) All fences and decks shall be constructed of maintenance free material.

28) Above ground and in-ground swimming pools are permitted providing they are enclosed with security fencing with a minimum height of four (4) feet.

29) No unlicensed or uninspected motor vehicles nor any trailers, boats, motor homes, or campers shall be stored outdoors upon the subject premises. A vehicle shall be considered to be "stored" at the subject premises when owned by the owner or any one of the said owners of the premises or it is located at the premises during any part of the day for a period in excess of 21 continuous days in any one calendar year.

30) All storm and subsurface water drains including sumps and down spouts shall be piped to the designated area for storm water control as plotted on the subdivision map.

31) All lots shall be graded and seeded not later than the first planting season after occupancy of the dwelling.

32) The subject "Other Restrictions" set forth in Paragraphs 8 through 31 are applicable to all lots in the Thornton Grahamville Subdivision except Lot No. 65.

### **OTHER PROVISIONS**

33) In the event that any one or more of the provisions, conditions, covenants and restrictions set forth herein shall be held by any court of competent jurisdiction to be null and

void, all remaining provisions, conditions, covenants and restrictions herein set forth shall continue unimpaired and in full force and effect.

34) Enforcement of the covenants contained herein shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or recover damages.

35) David L. Thornton reserves the right to modify or amend any of the restrictions set forth hereunder for so long as he owns at least ten lots in the subdivision.

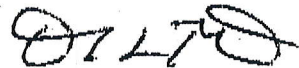
36) David L. Thornton reserves the right to extend the Pine Tree Lane into North East Township for the development of residential building lots therein and at his option to designate lots located upon said extension and/or having access thereto as Phase Two of Thornton Grahamville Subdivision subject to all restrictions set forth herein including membership in the Homeowner's Association.

37) Whenever reference is made hereunder to David L. Thornton, said reference shall, in the event of the unavailability of David L. Thornton, whether by absence, incapacity, or death, shall refer to his successor in interest. David L. Thornton or his successor in interest may by assignment delegate any right hereunder to the Homeowner's Association but only by written assignment which specifically references the within restriction and individually identifies the rights assigned.

### PERIOD OF RESTRICTIONS

38) The within restrictions shall run with the land and inure for the benefit of all or any present and future owners of the subject premises and of other lots in the section of the subdivision of which it is a part and shall be binding upon successive owners, their heirs, executors and assigns until December 31, 2025, at which time all the within restrictions shall lapse absolutely, except those set forth in Paragraphs 1, 2, 3, 4, 5, 6, 7, 33, 34, 35, 36, 37, and 38 shall not so lapse but remain in full force and effect. (Paragraphs 1 and 2 in accordance with the terms thereof and Paragraphs 3, 4, 5, 6, 7, 33, 34, 35, 36, 37, and 38 in perpetuity).

IN WITNESS WHEREOF and with the intent to be legally bound DAVID L. THORNTON hereunto sets his hand and seal this 30 day of September 2005.



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DAVID L. THORNTON

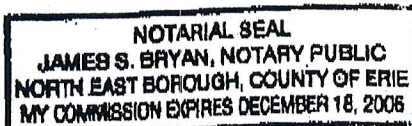


**COMMONWEALTH OF PA  
COUNTY OF ERIE**

On this, the 30th day of September 2005, before me, a Notary Public, the undersigned officer, personally appeared David L Thornton know to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

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

  
Notary Public



*David L. Thornton*  
2005 OCT -4 A 11:59 P

RECORDER OF DEEDS  
ERIE COUNTY, PA.

DECLARATION  
OF  
RETAINED RIGHTS OF WAY

RE: THORNTON GRAHAMVILLE SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS that the undersigned, DAVID L. THORNTON, Owner of premises designated THORNTON GRAHAMVILLE SUBDIVISION and plotted as Erie County Map Number 2005 - 196, does hereby declare that:

1.1) Attached hereto is a plot of the above described lots upon which has been designate a right-of-way for the installation of electric, telephone, sewer, gas and television cable utility services to the subject lots. In addition, the right of way located upon the common boundary of Lots 5 and 6 shall be for access to the detention basin areas for the construction and maintenance of said detention basin areas for storm water management.

1.2) Upon the subdivision plot at Erie County Map No. 2005-196, areas are designated as "Proposed Detention Basin Areas" which area has been designated for the construction, repair, and maintenance of storm water detention areas.

2) Said rights-of-way are retained by the undersigned, his heirs, successors, and assigns for the purpose of providing said utilities storm water detention and such other similar services as may hereafter be developed or become available to the parcels platted in the above described plats as well as to such other properties of David L. Thornton as may be reasonably provided said utilities and similar services by and through said rights-of-way. Said rights-of-way

shall, therefore, be appurtenant to not only the platted parcels identified hereinabove, but also to all other lands of David L. Thornton located in North East Borough and Township, County of Erie, and Commonwealth of Pennsylvania and located generally South of Grahamville Street and East of Washington Street.

3) Said excepted and reserved rights-of-way shall not be exclusive and each grantee of a parcel from David L. Thornton to which specific reference is made to the within declaration in the deed of conveyance shall have an interest in said rights-of-way for the purpose of providing utility and similar services to the parcel or parcels acquired directly or successively by said grantee from David L. Thornton but not to parcels acquired from others. The interest of any such grantee shall not extend to any lands of Thornton except those designated as numbered lots upon the maps above referenced and shall be limited to a right-of-way as set forth in this paragraph.

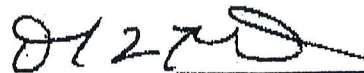
4) David L. Thornton reserves the right to make partial assignments of interest in the subject rights-of-way to providers of utility and similar services who shall thereafter be authorized to utilize the said rights-of-way in connection with the operation of their systems notwithstanding that their systems may provide services to lands in addition to those owned or formerly owned by David L. Thornton and their services to such lands may be facilitated or otherwise provided for through the subject rights-of-way.

5) The within rights-of-way shall be in addition to and not by way of or in derogation of any previously recorded rights-of-way.

6) The within rights-of-way shall include the right to install, maintain, repair, replace and remove equipment reasonably necessary or desirable for the provision of utility and similar services without obligation to the land owner for damage to the surface or improvements or planting within the right-of-way occasioned by any such acts except that said surface shall be restored to grade and reseeded with a perennial grass seed.

7) The rights-of-way depicted upon the attached plot have a uniform width of fifteen feet and are centered upon the boundary lines depicted within the right-of-way, except for right of ways along the outside boundary of the subdivision which shall have the boundary line of the subdivision as the outside line of the right of way. The right of way along the common boundary of Lots 5 and 6 shall have a width of twenty-five (25) feet.

IN WITNESS WHEREOF and with the intent to be legally bound thereby, this 30 day of September, 2005.

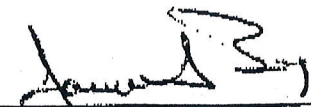
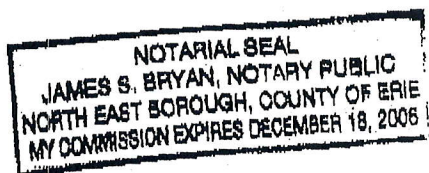


DAVID L. THORNTON

STATE OF PENNSYLVANIA  
COUNTY OF ERIE

On this, the 30 day of September, 2005, before me, a notary public the undersigned officer, personally appeared David L. Thornton know to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

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

  
Notary Public



