



## **Willow View Homes Inc.**

15 Public Square

Wilkes-Barre, PA 18701

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### **Willow View Covenant/Deed Restrictions**

The attached is a brief description of Willow View's Covenant and Deed Restrictions. They have been created to protect the future market value of every homeowner in the Willow View Development.

If you are interested in purchasing a Willow View lot for your new home, Willow View strongly encourages you to review the complete "Willow View Declaration of Covenants, Conditions, Restrictions and Easements" recorded at the Luzerne County Court House or by calling our main office at 15 Public Square, Wilkes-Barre, PA and requesting a full copy.

We emphasize this is a general outline only.

1. No Lot shall at any time be used or occupied other than by the members of a single-family household for residential purposes only.
2. No residence which contains less than one thousand eight hundred forty (1840) square feet of living space, exclusive of space contained within any third floor or above, basement (to include any below grade level, whether finished or unfinished), garage (whether attached or detached), or outbuilding shall be constructed on any lot.
3. No residence or other improvement (s) shall be constructed upon any lot which exceeds three (3) stories in height, inclusive of the basement level.
4. No structure of a temporary character, shed, tent, shack or the like shall be erected or maintained upon any Lot which is part of the premises.
5. All containers and construction contracts, plans, and specifications must be approved by Willow View Homes, Inc.
6. Construction of each private residence shall be commenced no later than five (5) years from the date of conveyance of the Lot to the Owner. Declarant shall have the unilateral right to grant the Owner an extension for commencement of construction, which extension shall be in writing.
7. Construction of any private residence shall be completed within ten (10) months subsequent to the date construction is commenced. Paved driveways shall be installed within one year after home is completed.
8. Attached or "built-in" garages shall be side entering or rear entering. Detached garages may be erected only with the specific approval of Willow View Homes, Inc.

9. Topsoil and Seeding – Owner must have the topsoil graded and the lot seeded within one year after the home is completed.
10. Permanent Foundation – All units must be constructed upon permanent foundations.
11. No mobile homes, double-wide trailers or similar type homes are permitted.
12. No above-ground swimming pools shall be erected or constructed on the premises, it being the intention of the Declarant that the only permitted swimming pools on the Premises shall be constructed by the means of an excavated basin in which the level of the water filling the pool shall not exceed the level of the land surrounding the pool basin.
13. All property lines shall be kept free and open. No fences, including but not limited to chain link fences, hedges, or walls shall be erected, constructed, located, or permitted on any lot, except, those fences attached to a residence and used in connection, with a below ground swimming pool, shelter for animals, or other reasonable purpose and which are permitted to be erected or constructed after written application to and approval by the Declarant.
14. No outside television or radio aerial, antenna or satellite dish, or other aerial, antenna or satellite dish for reception or transmission, shall be erected or maintained upon any Lot which is a part of the Premises, without Declarant's prior written approval.
15. No residence or improvement (s), shall be erected, placed or altered on any lot within the Premises until the construction plans and specifications, including a plan showing the location of the structure have been approved by the Declarant as to the quality of workmanship and materials, harmony or external design with existing structures, as to location with respect to topography and finished grade elevation.
16. Except as herein elsewhere specifically provided, maintenance, keeping, boarding and/or raising of livestock, animals or poultry of any kind, regardless of number, is hereby prohibited upon any lot; provided however, that dogs, cats and/or caged birds may be kept as domestic pets provided that they are not kept, bred or maintained for any commercial purpose and are limited to no more than two (2) dogs or cats. Any outdoor kennel shall be constructed to meet with the approval of the Declarant. No pets shall be permitted to roam at large. All waste from any pets shall be disposed of in a sanitary fashion and shall not be dumped on any Owners land or the surrounding lands of the Declarant.

INCORPORATION BY REFERENCE ON RESALE. In the event any Owner sells or otherwise transfers his or her Lot, any deed purposing to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in the Declaration.