

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
RELATING TO THE FAIRLAND FARMS SUBDIVISION,
NORTH WHITEHALL TOWNSHIP, THE SUBDIVISION MAP OF WHICH
IS RECORDED IN MAP BOOK VOLUME 32, PAGES 11 – 17.

The undersigned, Declarants, for themselves, their heirs and assigns, establish the following covenants, restrictions and limitations which shall be binding upon all of the residential lots in the subdivision known as “Fairland Farms” filed in Map Book Volume 32, Page 11 – 17. The undersigned intending to be legally bound hereby establish the following covenants and restrictions, which shall run with the land:

1. The object of these covenants, restrictions, limitations and agreements is to secure the health, beauty, ornamentation, and value of the premises hereinbefore described.

2. The original Declarants namely, Curtis E. Schneck, for and during his lifetime, or the lifetime of his survivors reserve the right to amend the Declaration of Protective Covenants and Restrictions which apply to the Fairland Farms Subdivision by filing a signed amended Declaration with the Recorder of Deeds Office of Lehigh County.

3. There shall not be carried on nor conducted, either directly or indirectly, upon said premises, or any part thereof, any trade or business whatsoever, and the land included in said premises shall be used for private residences only, and no building of any kind whatsoever shall be erected or maintained thereon except single family dwellings with minimum square foot areas. The following minimum square feet will apply: Ranch 1950 square feet of finished living area; 2400 square feet of finished living area for two story dwelling, exclusive of basement; bi-level not allowed; 2200 square feet of finished living area for split level dwelling in living area and bedrooms.

4. Exposed concrete foundation walls shall not be visible on exterior of home. Home’s exterior material to be continued down to grade level.

5. Separate outbuildings of any kind shall not be permitted including storage sheds and dog houses, to be erected or maintained on any portion of the demised premises; except that temporary buildings, such as sheds or workshops for use in connection with the construction of permanent buildings in the course of construction, shall be permitted, the same to be removed therefrom promptly after such permanent construction is completed. Outbuildings are considered any structure with a roof on it, including shingled or wooden roofs on playsets. Garage shall be used for private purposes only.

6. Buildings, or part thereof shall not be erected or maintained within forty (40) feet of the building or house line of lots facing any street. The Declarants reserves the right to approve all plans and specifications with regard to the location of any building upon the site.

7. Homes constructed on corner lots shall not be permitted to be constructed with an axis parallel to a street but shall be placed at an angle in accordance with such final approval as the Declarants may deem appropriate.

8. The owner of each lot shall, at such time as he shall construct a dwelling, erect and thereafter maintain and operate a mercury vapor or other suitable post light, equipped with an automatic switching device, in the front yard. No large lights on poles shall be permitted as to shine offensively on adjacent properties or areas.

9. The Declarants hereby reserve easements and rights-of-way in, under and over a strip of land having a width of fifteen (15) feet situate at the rear of each lot and, in addition, at such other places as shall be shown on the subdivision plan or plans. Such easements and rights-of-way may be used by Declarants, their successors and assigns, municipal authorities and utility companies for the erection, construction and maintenance of poles, wire, conduits and all necessary and proper attachments in conjunction with the transmission and furnishing of electrical, telephone, cable, antenna, television and other public or quasi-public purposes as shall be approved by the Grantors, their successors and assigns. The said easements and rights-of-way may also be used for the construction and maintenance of storm water drains, and drains, public and private sewers, pipe lines for supplying gas, water, heat or for any other public or quasi-public utility or service. The Declarants, their successors and assigns and all other persons to whom this right-of-way may be granted shall have the right to enter upon said easements and rights-of-way to exercise the rights herein reserved.

10. All lots as shown on the subdivision plan shall not be further subdivided or separated into smaller lots and no portion less than of all such lot shall be conveyed or transferred provided however, that this shall not prohibit deeds of correction or deeds or agreements to resolve boundary line disputes and similar corrective instruments.

11. The Declarants, or their successors and assigns, shall have the right at the time of, or after, grading any street, or any part thereof, to enter upon any abutting lot and grade the portion of such lot adjacent to such street, but they shall not be obligated to do such grading.

12. Commercial vehicles of any kind shall not be lodged, parked or maintained on the premises except to the extent necessary to provide service to the residents of the subdivision.

13. Unlicensed motor vehicles; licensed or unlicensed boats, watercraft, recreation vehicles, trailers or campers shall not be maintained within any portion of the Subdivision or upon any of the individual lots or streets. This restriction shall not apply to contractors

during the construction process, or other work being performed by such individuals in the development.

14. Dwellings may not be occupied as a residence until the exterior of said dwelling has been completed in its entirety, with the exception only of landscaping.

15. Unlicensed recreational vehicles such as dirt bikes, three wheelers, "quads", snowmobiles or the like shall not be operated within the development.

16. Seeding shall be completed at time of occupancy (weather permitting). Finished driveway (blacktop, concrete or brick) and initial plantings around the foundation shall be installed no later than (1) year from the date of completion or occupancy, whichever occurs first.

17. The vesting of title to any lot(s) in Fairland Farms Development in any grantees shall impose the duty and liability on said Grantees, their heirs, executors, administrators and assigns, to keep all weeds and overgrowth cut and removed and to see that said lot(s) are kept and maintained in a clean and presentable condition free from this and any other debris.

18. All ashes, garbage and refuse shall be placed in containers, hidden from sight, and shall at no time be deposited upon any part of the premises above described and hereby conveyed; and accumulations of materials of any kind or matter shall be prohibited. Burning of any material such as, but not limited to, paper, garbage, wood and etc. is prohibited. Burning of materials is permitted only during construction of new home.

19. Noxious or offensive activity shall not 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.

20. Only two (2) dogs, or two (2) cats, or one (1) of each, shall be allowed per dwelling and shall be kept under restraint at all times, and are not to be housed or kept outside.

21. The exteriors of all buildings shall remain properly painted and, all lots and shrubbery shall be properly maintained and shrubs properly pruned in accordance with good property management practices.

22. The Declarants reserve the sole and exclusive right to review all prospective building plans and specifications, both for original construction and for additions or improvements in order to preserve the symmetry of the residential character of the neighborhood.

23. Outdoor television, radio or broadcasting antenna of any kind shall not be permitted, it being the intention that television and radio signal be furnished by a suitable underground system. The only exception is an 18" maximum satellite dish located in the rear of the building and hidden from sight as much as possible.

24. The Grantees, of each lot, agree to reconvey the aforesaid premises to the Declarants of each lot, Curtis E. Schneck and Shirley A. Schneck, or their survivor, at a purchase price. All expenses incurred shall be paid at settlement by the Grantees. The title should be good and marketable. All transfer taxes to be paid by the conveyor, upon the occurrence of any of the following:

(a) In the event the Grantees shall not have commenced construction of a dwelling house by Curtis E. Schneck, Inc. as the general contractor, within a period of three years from the date of this deed, or

(b) In the event the Grantees permit, or attempt to permit, construction of a home/dwelling house with any contractor other than Curtis E. Schneck, Inc., without the prior consent, in writing, of the Declarants.

(c) If prior to the construction and completion of dwelling house the Grantees sell or convey, or intend to sell or convey the premises to a party other than the Declarants.

25. Fences are allowed but must be constructed of wood or shrubbery and must be maintained as to not be an eyesore to the neighborhood. Metal fences are not allowed.

26. In ground swimming pools are allowed. Above ground pools are not allowed.

27. Roof downspout drains must be piped underground in a 3" or 4" PVC drainage pipe to a French drain, at least 4' square and 4' deep, filled with 4" stone and must be a minimum of 15 feet from any foundation and 10' from any property line.

28. Water: All homes in the Development must be connected to Northampton Borough Municipal Authority. All connection fees and quarterly usage bill are to be paid to the Authority.

29. Sewer: All dwelling units on residential lots shall be connected to and shall exclusively use the sewage treatment and conveyance service provided by the Fairland Sewer Company, Inc. unless and until directed otherwise by Fairland Sewer Company, Inc. with the concurrence of North Whitehall Township.

30. All lots and/or structures so connected to Fairland Sewer Company, Inc. facilities shall comply with all applicable State, Federal, and local rules, regulations, permits and orders specifically, but not by way of limitation, those pertaining to, or regulating the discharge of substances into the sewage system. Furthermore, all users of Fairland Sewer Company, Inc. sewage facilities shall be obligated and, shall be responsible for the payment of the sewer rents and charges etc. with respect to the

treatment of sewage and/or sewage services supplied to each such lot, structure or improvement within the subdivision and, in default thereof shall be subject to any and all appropriate remedies in law or in equity including but not limited to the filing of municipal liens for sewer rental charges and the like, the discontinuance of water services and any other appropriate remedy which may lawfully be imposed.

31. It is expressly understood and agreed that the several covenants herein set shall attach to and run with the land and will be binding upon the parties hereto, their heirs, assigns, administrators and successors.

32. In the events of the breach of any provision contained herein, and, upon failure of the lot owner(s) to correct such violation or breach within a period of time set forth in a certified mail notice directed to such owner(s) which period of time shall not be less than ten (10) days nor more than sixty (60) days from the date of such notice and, in the event the undersigned, or any other third party or parties proved with any appropriate action at law or in equity to enforce any of these restrictions etc. imposed herein the, upon a finding adverse to the violating lot owner(s), such lot owner(s) shall be responsible for the court costs and reasonable attorneys fees incurred in enforcing compliance with the provisions of this document.

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

34. The owner(s) of lots within the subject development, their heirs and assigns shall be responsible for maintaining all storm water facilities within the boundaries of each lot including but without limitation, swales, storm water detention areas, retention areas, so that such facilities fulfill their intended purposes. All maintenance shall be done in a manner, which is subject to the reasonable satisfaction of North Whitehall Township. Specifically, but not by way of limitation, the storm water facilities shall not be obstructed or interfered with in any way so as to hinder or impede the optimum use thereof. Where appropriate, storm water swales and/or detention areas shall be properly mowed and kept free of weeds etc. The Township of North Whitehall shall be specifically empowered to enforce this provision and, may make reasonable entry upon the land to correct any deficiencies in the maintenance of such facility and/or to make repairs to the storm water management facilities.

35. All home exteriors, excluding chimney, must include a minimum of 15% stucco, dryvit, stone or brick, unless the specific design of the dwelling does not require masonry, such as but not limited to, some Cape Cod and Victorian designs.

36. The developer has the exclusive ability to make revisions to the covenants without the consent of any third party including the lot owner(s).