

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR SCHNECKSVILLE NORTH ASSOCIATES, INC.

THIS DECLARATION, made this 11<sup>th</sup> day of October A.D. 1978, by NORWOOD N. KERN, BRUCE H. STETTLER and LESTER THOMAS KERN, Partners trading as Upper Lehigh Associates, hereinafter called Developer and SCHNECKSVILLE NORTH ASSOCIATES, INC. hereinafter called Association:

W I T N E S S E T H

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent open space, recreational facilities and other common facilities for the benefit of the said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said open space recreational facilities and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the power of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Pennsylvania, as a non-profit corporation, Schnecksville North Associates, Inc. for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer declares that the property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which shall run with the land.

ARTICLE I

Definitions

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Schnecksville North Associates, Inc.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plot of the Properties (including facilities, improvements, structures and personal properties which may be maintained thereon by the Association) and intended to be devoted to the common use and enjoyment of all the owners of The Properties, except East Shawnee Boulevard, Pawnee Circle, Mohican Drive and Minsi Street which shall be dedicated to North Whitehall Township.

(d) "Lot" shall mean and refer to any area, tract or piece of land shown upon any recorded map or plan of the Properties with the exception of Common Properties as heretofore defined.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot situate upon The Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(f) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

## ARTICLE II

### Property Subject to this Declaration:

#### Additions Thereto

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in North Whitehall Township, Lehigh County, Pennsylvania, and is more particularly described as follows, on Schedule A, attached hereto and made a part hereof, all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions to the Development. The Developer, their heirs and assigns, shall have the right to bring within the scope of this Declaration additional neighboring properties in future stages of the Development by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration with respect to the existing Property.

## ARTICLE III

### Membership and Voting Rights in the Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any subdivided Lot shall be a member of the Association, provided that any person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section I with the exception of the Developer. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be the Developer. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 1, provided nevertheless that, the Class B members shall be entitled to at least one more vote than the total of all Class A votes at all times until all development and more construction is completed or until such time as the developer may so determine prior to completion of construction activities.

#### ARTICLE IV

#### Property Rights in The Common Properties

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every Member shall have a non-exclusive right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Properties. The Developer may retain the legal title to the common properties until such time as it has completed improvements thereon and until such time as in the opinion of the Developer, the Association is able to maintain the same. The Developer may or may not transfer such title subject to mortgage(s), incumbrance(s), or with the assumption of such mortgage(s) or incumbrance(s) by the Association.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Developer and of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said Properties. In the event of a default upon any such mortgage the lender's rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) The right of the Association to take such steps as are reasonable necessary to protect the above-described properties against foreclosure; and

(c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

(d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties; and

(e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members having two thirds

(2/3) of all votes entitled to be cast, has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance or any action taken. This Subparagraph (e) shall not diminish the rights of the Developer herein elsewhere granted.

## ARTICLE V

### Covenant for Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer to the extent hereinafter provided hereby covenants, and each Owner of any subdivided Lot whether or not it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay to the Association:

(1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs thereof as hereinafter provided, shall be a charge on the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Prior to and including the annual assessment year ending within 1983, Developer shall not pay any assessments, but shall pay any deficit by which actual Association expenses during an assessment year shall exceed the total of annual assessments for such year actually collected. For subsequent assessment years, Developer shall pay an assessment for each Lot owned by Developer.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the residents and for the authorized purposes and activities of the Association, including but not limited to, the payment of taxes, interest and insurance, bonding, and operation repair, maintenance, replacement, and additions and the cost of services, labor, equipment, materials, overhead, financing, working capital, general and special reserves, and reserves for replacements, casualty losses in excess of insurance coverage, litigation, uncollectible assessments, contingencies and the like.

Section 3. Basis of Annual Assessments. The Board of Directors of the Association shall, after consideration of current costs and items such as aforesaid and future needs of the Association, fix the actual assessment for each year.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, covering that year or a period of years, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement of the common facilities including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of eighty per cent (80%) of the votes entitled to be cast at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Quorum for Any Action Authorized Under Section 4. The quorum required for any action authorized by Section 4 hereof shall be as follows:

At the first meeting called, as provided in Section 4 hereof, the presence at the meeting of Members, or of proxies, of eighty per cent (80%) of all votes entitled to be cast shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 4, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that, no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual Assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable quarterly on the days fixed by the Board or on such other periodic payment dates as the Board may determine. The assessments for any year, after the first year, shall become due and payable quarterly on the days fixed by the Board, or on such other periodic payment dates as the Board may determine.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties subject to assessment at a time other than the beginning of any assessment period.

The due date(s) of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment. At every settlement for a Lot there shall be collected and paid to the Association, all past-due assessments together with any interest, costs and attorney's fees as hereinafter provided, any unpaid annual assessment or portion thereof for the balance of the year, and any special assessments.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If the assessments are not paid on the date when due (being the date specified in Section 6 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at a rate not exceeding the maximum rate which National Banks in the district may then charge individuals for unsecured loans, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

#### ARTICLE VI

##### Architectural Control Committee

Section 1. Review by Committee. No building, fence, wall or other structure, driveway or tree shall be commenced, erected or maintained, planted or grown, upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer, by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event Developer, Board, or its designated committee, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Reasonable fees and charges may be imposed for procedures before the committee under this Declaration or any Supplemental Declarations.

Retention of natural tree growth and the natural terrain or topography or contour of the lot, as far as is practicable, is regarded as important for preservation of the natural beauty. Hence no tree greater than six inches (6") in diameter shall be damaged, destroyed or removed from the lot until the plans have been submitted to and approved in writing by the Developer, the Board of Directors of the Association or by an Architectural Control Committee as set forth above.

## ARTICLE VII

### Occupancy and Use Restriction

#### Section 1. Restrictions.

(a) Each residential lot including any structures and improvements thereon, the common areas and facilities and those using the same shall be subject to the following restrictions:

(1) Said lots shall be used exclusively for residential purposes except those lots that may be designated, subject to rezoning (if any) and zoned as business or commercial areas on the recorded plats. No single family ranch residence with three bedrooms shall have less than 1100 square feet of living space; no single family ranch with two bedrooms shall have less than 1000 square feet of living space and no single family two story residence shall have less than 1700 square feet of living space, all such living space being exclusive of garage, storage area, utility rooms and utility areas.

No two bedroom apartment shall have less than 1200 square feet of living space and no one bedroom apartment shall have less than 950 square feet of living space, all such living space being exclusive of storage area, utility rooms and utility areas.

No townhouse shall have a combined first and second floor living space of less than 1200 square feet and no twin home shall have a combined first and second floor living space of less than 1440 square feet. All such living space being exclusive of storage area, utility rooms and utility areas.

(2) Not more than one single family dwelling house may be erected or constructed on any one lot, nor more than one building for garage or storage purposes and provided further that no building or structure of any kind shall be erected prior to the erection of a dwelling house. No accessory or temporary building shall be used or occupied as living quarters. No structure shall have tar paper, roll brick siding or similar material on outside walls. No house trailers, mobile homes, campers, tents, shacks, or similar structures and accessory buildings shall be erected, moved to or placed upon said premises.

(3) Developer, for itself, its successors and licensees reserves an easement upon all fifty (50) foot road rights of way, reserves a fifteen (15) foot wide easement along all road rights of way, and a ten (10) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining television cables, utility lines and mains thereon, together with the right to trim and/or removed any trees and/or brush and the right to locate guy wires, braces and anchors wherever necessary for said installations, operations or maintenance; together with the right to install, operate and maintain gas and water mains, sewer lines, culverts, and drainage ditches and other services and appurtenances thereto, for the convenience of the property owners, reserving also the rights of ingress and egress to such areas for any of the purposes mentioned above.

(4) In consideration for general improvements to be constructed by Developer, its successors or assigns, the owner of the lot described in the Deed, shall pay to the Developer or its assigns, the amount of Eighty Dollars (\$80.00) per year and One Hundred Dollars (\$100.00) per year respectfully beginning with the month immediately following the date when central water and central sewer is available for use in connection with said lot irrespective of the fact that the lot

does not have a residence constructed on it. The foregoing charge of Eighty Dollars (\$80.00) per year and One Hundred Dollars (\$100.00) per year shall not be imposed so long as the Owner of the said lot shall be a customer of the water company owning and operating waterworks facilities within Schnecksville North, and shall pay the rates prescribed by the said water company. The above charge shall be subject to the same method of collection as contained in Article V.

(5) Outdoor lighting shall not shine offensively on adjacent properties or areas. Each home owner is to maintain their own post light which is controlled by an electric eye. All lamps in the community are to operate from dawn to dusk.

(6) Exterior of structures shall be kept in a good state of maintenance and repair, the premises kept in neat and orderly condition and proper landscaping care shall be exercised.

(7) Nothing shall be done or kept or suffered to be done or kept thereon or therein which will increase the insurance rates thereon, or which will obstruct or interfere with other residents or the Association or users of the common areas and facilities or owners or occupants of other areas of the development; or annoy or be noxious or offensive to any of them by unreasonable noises or otherwise; or which will constitute a nuisance, or an immoral or illegal act; except for construction development, maintenance and repair.

(8) Pets which may be brought or kept upon the Properties, and the conditions under which they shall be kept shall be prescribed by regulations promulgated by the Association from time to time.

(9) All boats, watercraft, trailers, recreation vehicles, trucks, and vehicles other than passenger automobiles and bicycles shall be stored in building(s) or area(s) designated by the Architectural Control Committee. This restriction shall not apply to the Developer, its successors, assigns or contractors during any construction or work in the development.

(10) No trash, garbage, rubbish, refuse or other waste shall be accumulated except in such containers at such locations designated by the Board of Directors.

(11) No tent, trailer, mobile home, garage, accessory building, shelter or structure of any kind other than the dwelling house upon which construction has been completed shall be used for human habitation.

(12) No addition shall be made to the structure now or subsequently erected by Developer upon the within premises which alters the height of the structure, the area of the structure or the use (which shall be limited to residential use) of said structure; provided however, that such prohibition as to area shall not be deemed to apply to any additions which add up to ten (10) per cent additional floor area, unless the written consent of Developer and/or the Association, or their successors or assigns is first obtained and such additions do not violate any regulations or ordinances of the Township of North Whitehall, Lehigh County, Pennsylvania.

(13) No nuisance shall be permitted to exist or operate upon any property which shall be detrimental to any other property in the vicinity thereof or to its occupants; provided, that it shall not be deemed a nuisance for Developer to construct, maintain, sell and display Living Units nor to develop, construct and maintain appurtenant recreational, parking and similar facilities.



(14) No lot upon which a Living Unit has been constructed shall be further subdivided or separated into smaller lots by any Owner, and no portion less than all of any such lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments.

(15) No television antenna or other reception device such as but not limited to television and C.B. towers shall be erected or maintained upon the exterior of the premises or any structure erected thereon. A television cable may be installed within the premises to serve the residences, said installation to be made by Service Electric Cable TV, Inc. of Allentown, Pennsylvania.

(16) Any time after conveyance of the first lot to an Owner, the Association may upon authorization and approval of Developer, adopt general rules to implement the purposes set forth in this Covenant and interpret the covenants in this Section, including but not limited to rules to regulate animals, signs, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the property. Such general rules may be amended by a majority vote of the Association, following a public hearing for which due notice has been provided, and pursuant to approval by Developer until January 1, 1983, and thereafter pursuant to an affirmative vote of a majority of the Association. All such general rules and any subsequent amendments thereto shall be placed in the Book of Regulations.

(17) The Association may issue temporary permits to make exceptions to any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures.

(18) Each Beneficiary, Owner or Tenant shall keep all lots owned or occupied by him and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to, the painting (or other appropriate external care) of all buildings and seeding, watering, and mowing lawns, the pruning and cutting of all trees and shrubbery, and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any lot in the property shall fail to maintain the premises and the improvements situated thereon, as provided herein, Developer or the Association, any time after thirty (30) days notice in writing to the Owner mailed to his last known address shall any time thereafter have the right to enter upon said lot to correct drainage and to repair, maintain and restore the lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such lot or parcel of land.

(19) There is hereby created a blanket easement upon, across, over, through and under the property, Schedule A, for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, sewers, gas, oil, telephones, electricity, television (cable and/or antenna) and other communications. By virtue of this easement it shall be expressly permissible for Developer or the providing utility or service company with the approval of Developer to install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits on, in and under the roofs and exterior walls of said residences providing such company restores disturbed areas to the condition in which they were found. Notwithstanding anything to the contrary contained in this

paragraph, said easement or easements shall not prevent theerection of any structure on a lot or tract of land on an approved subdivision plan of any section of Schnecksville North, and said easements are subject to a perpetual easement for an owner or beneficiary, their successors or assigns, to install and maintain driveways and walkways from lots or tracts of lands where necessary to gain ingress and egress to living units. Easements over lots or tracts of land subsequent to occupancy of dwelling units thereon shall require the approval of the Association. This easement shall in no way affect any other recorded easements on said premises. This easement shall be limited to improvements as originally constructed.

(20) For a period of ten years from the date of conveyance of the first lot, Developer reserves a blanket easement and right on, over and under the ground within the property to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut, remove or relocate any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which Developer shall restore the affected property to its original condition as near as practicable. Developer shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of Developer an emergency exists which precludes such notices. Nothing herein shall require Developer to act pursuant hereto to correct drainage of surface water.

(21) In the event that any portion of any lot or any improvements thereon encroach upon the Common Areas as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the buildings and improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

(22) Fencing shall be permitted only as follows:

(a) A perimeter fence for an individual but may be erected so long as its height does not exceed three (3) feet. The style of said fence shall be approved by the Association.

(b) Privacy fences may be erected so long as its height does not exceed eight (8) feet and the fence does not extend a greater distance than ten (10) feet from the foundation of the home. The style of this fence shall be approved by the Association.

(b) The common properties and facilities and users thereof shall be subject to such rules and regulations as the Board of Directors of the Association may adopt, publish and enforce, from time to time, as it shall consider best.

(c) Nothing in this Declaration, future modifications of future rules or regulations shall restrict the Developer's construction and development, maintenance of its sales and rental offices, model homes and living units, and sales activities.

## ARTICLE III

### General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds of the Lots has been recorded; agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded one year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Recorded in Lehigh County Court House dated October 13, 1978 in  
Miscellaneous Book, Volume 416 and page 813.

1/25/79

ADDENDUM TO  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
SCHNECKSVILLE NORTH ASSOCIATES, INC.

THIS ADDENDUM made this 25<sup>th</sup> day of January, 1979, by NORWOOD N. KERN, BRUCE H. STETTLER and LESTER THOMAS KERN, Partners, trading as UPPER LEHIGH ASSOCIATES, hereinafter called Developer and SCHNECKSVILLE NORTH ASSOCIATES, INC., hereinafter called Association,

W I T N E S S E T H:

WHEREAS, a certain Declaration of Covenants and Restrictions Agreement was entered into by and between the parties hereto, said Declaration being dated the 11th day of October, 1978 and recorded in the Office for the Recorder of Deeds in and for the county of Lehigh at Allentown, Pennsylvania, in Miscellaneous Book Volume 416 Page 813; and

WHEREAS, under the terms and conditions of the said Declaration Agreement the developer provided for the preservation of the values and amenities and created permanent open space, recreation facilities and other common facilities for the benefit of the community developed on certain real estate as is described in said Declaration, and

WHEREAS, an agency was created to which was delegated and assigned the power of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges; and

WHEREAS, the parties hereto desire to delegate and assign to the said agency created in the said Declaration Agreement certain additional obligations necessary for the continued preservation of the values and amenities of the said Community.

NOW THEREFORE, the Developer declares that the property as described in Article II of the Declaration of Covenants Agreement as hereunabove referred to and such additions thereto as may hereafter be made pursuant to Article II thereof, is and shall be held, transferred, sold, conveyed and occupied subject to the additional covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which shall run with the land.

1. The parties hereto agree that each will be bound by all of the terms and conditions of the original Declaration of Covenants Agreement dated October 11, 1979, and recorded as hereinabove set forth, said Agreement being made a part hereof as though the same were attached hereto, and with the same force and effect as if the same were more fully set forth herein.

2. The Developer has constructed or caused to be constructed a certain retention pond or basin and related facilities for surface water run-off control, said pond or basin being situate on a tract of land known as Parcel A. South and located on the South side of Schneck Road (T665).

The Developer has secured an easement or right-of-way to use a portion of Parcel A South for this purpose said easement and right-of-way being set forth in a certain agreement dated November 16, 1977 as the same is recorded in the Recorder of Deeds Office of Lehigh County in Miscellaneous Book Volume 409 Page 35.