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AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS
FOR MORGAN HILLS ASSOCIATION INC., A PLANNED COMMUNITY

THIS AMENDED DECLARATION, is made this ____ day of _____ 2021~~19~~, by Seipstown Village, LLC, hereinafter called “Developer” and Morgan Hills Association, Inc., a planned community, hereinafter called “Association”.

WITNESSETH

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 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, hereafter 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 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, Association has incorporated under the laws of the Commonwealth of Pennsylvania, as a non-profit corporation, Morgan Hills Association, Inc., a planned community, for the purpose of exercising the functions aforesaid; and

WHEREAS, Developer had originally prepared and filed a Declaration of Covenants and Restrictions for Morgan Hills Association, Inc., a Planned Community dated September 17, 2019 and recorded in the Lehigh County Recorder of Deeds office at instrument # 2020009087; and

WHEREAS, Developer desires to amend and replace the Declaration of Covenants dated September 17, 2019 and filed at Lehigh County instrument # 20200009087 with an Amended Declaration of Covenants and Restrictions as set forth herein.

NOW, THEREFORE, the Developer declares that all and each part of the ~~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 are in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) “Association” shall mean and refer to Morgan Hills Association, Inc., a planned community.
- (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 and as listed in the parcel identifiers of this Amended Declaration.
- (c) “Common Properties” shall mean and refer to those areas of land shown on any recorded subdivision plot and all plans of the Properties (including facilities, improvements, structures and portions of personal properties which shall be maintained thereon by the Association being the stormwater basins, infiltration basins, snouts and all appurtenances to all basins and snouts, including all piping, fencing and gates) whether on property owned by a lot owner, the developer, or the Association, and intended to be subject to the common maintenance by the Association. The roadways Yorkshire Circle and Morgan Court (“streets” or “roads”) shall be dedicated to Weisenberg Township and maintained by the developer or the Association until dedication.
- (d) “Contractor” shall mean Konsko Construction, Inc., or its successors and/ or assigns.
- (e) “Developer” shall refer to the original owner of the property, Seipstown Village, LLC.
- (f) “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.
- (g) “Owner” or “Lot Owner” shall mean and refer to the record owner subsequent to Developer, 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.
- (h) “Member” shall mean and refer to all those Owners who are Members of the Association as provided in Article III, Section I, hereof.

- (i) “Plans” shall mean the recorded subdivision plan for Morgan Hills at Instrument No. 2020007811 on March 13, 2020, in the Lehigh County Recorder of Deeds office and the approved Post Construction Stormwater Management—Plan for Morgan Hills dated December 22, 2017 AND the approved Erosion and Sediment Construction Plan for Morgan Hills Dated December 22, 2017 on file with the Lehigh County Conservation District: AND the NPDES Approved Plan Dated November 12, 2015, and last revised May 23, 2018 on file with the Pennsylvania Department of Environmental Protection.

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 Weisenberg Township, Lehigh County, Pennsylvania, and is more particularly described as all that certain parcel described in the Lehigh County Recorder of Deeds office at Document ID # 2016001129 and recorded on January 14, 2016, and identified as the following parcels: 544636666691 1; 544636970059 1; 544646162414 1; 544636639540 1; 544646846972 1; 544646439762 1; 544646352601 1; 544646331180 1; 544646218370 1; 544636925573 1; 544645194780 1; 544636816336 1; 544636708141 1; 544645071975 1; 544635865873 1; 544635694429 1; 544635668471 1 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 the future stages of this 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 the 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 1, 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.

Section 3. Bylaws. The Association may establish separate bylaws to determine the election management and rules to establish procedures and powers of a Board of Directors. No bylaws shall contradict this Declaration.

ARTICLE IV

Property Rights in the Common Properties

Section 1. Members' Easements. Subject to the provisions of Section 3, the Association and its representatives, invitees, agents, guests and the Board of Directors, shall have a non-exclusive right and easement for access, construction, repair and maintenance 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 of Common Properties. The Developer may, but is not obligated to, 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 for maintenance created hereby shall subject to the following:

- (a) The right of the Association, as provided in its Articles and any bylaws, to assess and file one or more liens against any Member or any real estate of any Member for any period of time during which any assessment remains unpaid; and
- (b) The right of the Association to charge reasonable assessments and other fees for the maintenance and repair of the Common Properties; and
- (c) 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 may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purpose or as to the conditions thereof, shall be effective unless an instrument signed by Members having either all Class B votes or 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 of any action taken.
- (d) This subparagraph shall not diminish the rights of the Developer herein elsewhere granted.

ARTICLE V

Covenant for Assessments and Maintenance Obligations

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any subdivided Lot whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree and is required to pay the Association: (1) annual assessment 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 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.

Developer shall not pay any assessments for each Lot owned by Developer because Developer is already obligated to fulfill its maintenance obligations under one or more separate agreements with Weisenberg Township.

Section 2. Purpose of Assessments/Maintenance Obligations. The assessments levied by the Association shall be used for the purpose of promoting the health, safety and welfare of the residents and in particular to allow the Association to conduct its maintenance obligations for the improvement, repair, and maintenance of Common Properties, services, and facilities devoted to this purpose and related to the maintenance of the Common Properties, including but not limited to, maintaining all grates and snouts, mowing grass and weeds, the payment of taxes, interest and insurance, bonding, and operation repair, general maintenance, replacements 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, uncollectable assessments, and all related fees and costs to comply with all maintenance obligations set forth in the Plans 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 fifty one percent (51%) 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 6 hereof, the presence at the meeting of Members, or of proxies, of fifty one percent (51%) 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 meeting assessment 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 that 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 hereinafter 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, cost and attorney's fees as hereinafter provided, any unpaid annual assessments or portion thereof for the balance of the year, and any special assessment.

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 thereon as hereinafter provided, thereupon become a continued 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 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 the judgment rate permitted by law the Association may bring an action at law or in equity against the Owner who is personally obligated to pay the same or to foreclose the lien against the non-paying Member's property, and there shall be added to the amount of such assessment the cost 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 reasonable attorney's fees are to be fixed by the court together with the cost 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 fully complied with. Reasonable fees and charges may be imposed for the 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 the preservation of the natural beauty and to maintain all stormwater and erosion controls. No earthmoving shall take place without previous approval by the Board of Directors or the Control Committee and sufficient evidence is provided showing no alterations to the existing stormwater and erosion controls.

ARTICLE VII

Occupancy and Use Restrictions and Requirements

Section 1. Restrictions. Each Owner shall comply with the following restrictions and requirements at Owner's exclusive cost:

1. All house plans must be approved by the Contractor, Konsko Construction, Inc. and Developer, SEIPSTOWN VILLAGE, LLC. All homes and buildings must be built by Konsko Construction, Inc., or its successor in interest, unless waived in writing by Konsko Construction, Inc. Failure to use Konsko Construction, Inc. or its successor in interest, shall result in Developer and/or Konsko Construction, Inc. or its successor in interest, being permitted to purchase back said Lot for the same sale price except that Lot Owner will pay all transfer tax and recoding fees for said re-purchase by Developer and/or Konsko Construction, Inc., or its successor in interest.
2. All homes shall have a minimum square footage, not including basement and garage, as follows:
 - a) Ranch/ 1 floor home- 2,000 sq. ft.
 - b) 1.5 or 2 story home – 2,500 sq. ft.
 - c) Any house with less than the required square footage if approved by the Developer or Contractor.
3. Minimum landscaping requirements shall consist of twenty (20) foundation plantings and three (3) trees with a minimum two (2") inch caliper trunk. All of the minimum landscaping shall be completed within one (1) year of occupancy. Submit to Developer and Contractor a landscape plan for approval no later than the date when a certificate of occupancy is issued. All landscaping

~~pursuant to the approved plan shall be completed no later than six (6) months after the approval date.~~

4. All out-buildings shall match the materials, color, roof line and shingles, and roof type of the house. All out-buildings of any kind must be approved by the Developer, Contractor or, if the development is complete, meaning that a finished residence is situated on every Lot, then Board of Directors of the Association.
5. No commercial buildings shall be permitted on any Lot.
6. No commercial businesses shall be permitted.
7. Non-commercial in-home offices are allowed, however, there shall be no advertising or signage for any in-home office.
8. Construction must begin within two (2) years after the building Lot is purchased. Failure to complete construction shall permit Developer and/or Konsko Construction, Inc. or its successor in interest, to purchase back said Lot for the same sale price except Lot Owner will pay all transfer tax and recording fees for said re-purchase by Developer and/or Konsko Construction, Inc., or its successor in interest.
9. No keeping of any livestock (except no more than 6 hen chickens, no roosters) shall be permitted. No animals shall be kept outside in a manner that is a nuisance from either noise or odor to any other property owner. Any permitted chickens must be kept in a fenced enclosure that is not visible from any road or street; and must be located behind the back line of the dwelling.
10. No unregistered vehicles shall be placed on any Lot. No commercial vehicles or vehicles having more than 10,000 GVW are permitted to be parked overnight on any Lot or anywhere else within the subdivision, including public streets.
11. No above-ground pools shall be erected or maintained on any Lot.

12. All outdoor recreational equipment such as playground equipment, trampolines, and hot tubs and/or spas must be kept behind the back line of the house.
13. No fencing shall be erected on any Lot without the prior written approval of the Developer and Contractor. Upon completion of development and takeover by the Morgan Hills Homeowner's Association, the HOA will be responsible for the approval of all fences on individual Owner's lots.
14. All driveway areas must be finished with blacktop or similar comparable hard surface such as concrete or pavers no later than six (6) months after a certificate of occupancy is issued for the house except for Lot 7, which must be finished with blacktop or similar hard surface such as concrete or pavers no later than six (6) months after sale to new Owner if sold as a spec house by Contractor. Hard surface shall not include crushed stone, millings, screenings or earthen materials.
15. NOTICE: A driveway trench drain is specified on the Development Plan for every driveway. This driveway trench is a Conservation District requirement, not a Township requirement. The Owner has the option to pay for and install the trench drain at the current cost during the time of installation. The Owner may opt for a swale to divert water to the nearest seepage pit. However, to satisfy and close the NPDES permit the Conservation District may require the trench drain to be installed at that time, which may add to costs when installed at a later date. If the trench drain is required, it is the Owner's exclusive responsibility to install the trench drain at the Owner's cost. The Owner must make the election, in writing, for the trench drain or the swale prior to installation of the driveway.
16. All Owners shall maintain any existing rights-of-way and drainage swales on their Lot and shall promptly restore the required condition of same after installation of any driveway or any other improvements. This obligation of maintenance, including the cutting of grass, shall continue in perpetuity. Owner shall comply with and maintain the NPDES permit requirements and guidelines that apply to Owner's Lot. Owner shall not disturb, alter, amend, or re-route any storm water or sedimentation controls on Owner's Lot. Owner shall be exclusively responsible for all costs, assessments and fees resulting from Owner being in excess of the permitted impervious area as set forth on the final NPDES plan as approved by and on file with the Pennsylvania Department of Environmental Protection. Any corrective measures and costs shall be the exclusive responsibility of Owner. Maintenance of all drainage snouts shall be the

responsibility of the Morgan Hills Homeowner's Association. This clause shall overrule and supersede any other previously recorded maintenance requirements.

17. All Owners shall not violate or exceed any impervious surface coverage amounts allocated to an Owner's Lot, which is currently not to exceed 20% of the Lot size, as may be amended. Owners shall be exclusively responsible to take any measures required to comply with this restriction.
18. Any butane, gas, or any other storage tanks of any kind installed outside of the house must be buried underground or enclosed by a material with the approval of the Developer and Contractor. This restriction shall not include 20 lb. propane tanks.
19. All electric, telephone, television and/or other utility or service to any building shall be underground.
20. Any house shall be constructed in compliance with applicable, codes, laws, ordinances and regulations, and the Owners shall be responsible to provide for adequate erosion and sedimentation control during any construction. Further, regardless of the location of the house, it shall be constructed in accordance with the local codes, as adopted by Weisenberg Township. All existing and subsequently planted trees must be pruned, grass must be cut and weeds must be controlled from the date hereof. Landscaping must be commenced within twelve (12) months and completed within twenty-four (24) months following starting construction of the dwelling.
21. Boats, water craft, trailers, recreational vehicles, campers, trucks, commercial vehicles, and any structure of a temporary nature shall not be stored outdoors on any Lot, unless screened by a building or plantings and at all times is not visible from any street. ~~other than within an approved out building, except on a temporary basis of not more than seven (7) days duration during any consecutive three (3) month period.~~
22. Owners cannot alter the location of the presently approved on-site septic system area.

23. There shall be no further subdivision of any Lot conveyed herein except for Lot 2 and Lot 7.
24. There shall be no outdoor lighting that would interfere with any neighboring property.
25. The above covenants and restrictions are necessary to preserve the integrity of the subdivision of which the above-described premises are a part, and these restrictions may be enforced by the Association, the Grantors, their respective heirs and beneficiaries, executors, administrators and personal representatives, successors and assigns, trustees and receivers and/or by any Lot Owner(s) in the Morgan Hills Subdivision, as depicted at Lehigh County Document ID No. 2020007811 in any action in equity or at law. The removal of any unapproved structure or materials, together with the imposition of court costs and legal fees shall be an appropriate (but not the exclusive) remedy in the event of the Owners' breach of any of these covenants and restrictions.
26. These restrictions shall be binding on, and inure to the benefit of, the Grantors/Developers, the Owners/Buyers, and all of their successors, heirs, administrators, executors and assigns and shall run with the land.
27. There is hereby created a blanket easement upon, across, over, through and under the Property which includes all property owned by any Lot Owner for ingress, egress, installation, replacement, repair, and maintenance of all stormwater, erosion and sedimentation facilities and controls and all utility and service lines and systems including, but not limited to water, sewer, gas, oil, telephones, electricity, television (cable and/or antenna) and other communications. By virtue of this easements it shall be expressly permissible for 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 the erection of any structure on a Lot or tract of land on an approved subdivision plan of any section of Morgan Hills, 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, provided that any improvements installed by any Owner shall not interfere with any facility or control as described herein, or any access thereto. Any additional 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 and future easements necessary to complete all future maintenance, repair, or re-construction of all stormwater, erosion and sedimentation controls to comply with all approved plans and all current and future rules and regulations relating thereto.

ARTICLE VIII

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 thirty (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 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 written notice of the proposed agreement is delivered (with proof of delivery) 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, postage 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 judgement court order or any statute shall in no way effect any other provisions which shall remain in full force and effect.

Section 5. Subordination/ Attornment. The Developer and Association at all times remain under and subject to the rights of secured lenders set forth in 68 Pa. C.S.A. § 5221. This Declaration and the Property affected hereby is subordinate to and shall attorn to any existing or future third-party lender or mortgagee.

Section 6. Statutory Compliance. This Declaration and any future Bylaws created for this Association and all amendments thereto are subject to the Pennsylvania Uniform Planned Community Act 68 Pa. C.S.A. 5101 et seq. "Act".

Section 7. Amendment Supersedes Original. This Amended Declarations of Covenants and Restrictions shall supersede and replace the Original Declaration of Covenants and Restrictions dated September 17, 2019 and filed at Instrument 2020009087 in the Lehigh County Recorder of Deeds office.

Any terms herein that are contrary to the Act shall be replaced and modified in accordance with the Act.

In furtherance of 68 Pa. C.S.A. 2505 of the Act, the following provisions are hereby included:

- (1) The name of the planned community:
 - Morgan Hills Association, Inc., a planned community.

- (2) The name of every county in which any part of the planned community is situated:
 - Lehigh County

- (3) A legally sufficient description of the real estate included in the planned community:
 - All that certain parcel and piece of land as described in the deed recorded at Instrument #2016001129 in the Lehigh County Recorder of Deeds Office and as described in the subdivision plan of Morgan Hills recorded in the same office at Instrument # 2020007811.

- (4) A description or delineation of the boundaries of each unit, including the unit's identifying number:
 - The boundaries are described in the recorded subdivision plan of Morgan Hills recorded at Instrument #2020007811 in the Lehigh County Recorder of Deeds Office.

- (5) A statement of the maximum number of units that may be created by the subdivision or conversion of units owned by the declarant pursuant to section 5215 (relating to subdivision or conversion of units):

- Eighteen (18)
- (6) A description of any controlled facilities and the obligations of the Association for the maintenance, improvement, repair, replacement, regulation, management, insurance or control of the controlled facilities:
- See the subdivision plan as previously described being incorporated herein by reference. See also the Post Construction Stormwater Management Plan and the Erosion and Sedimentation Control Plan for Morgan Hills. All final approved plans are on file with the Lehigh County Conservation District. All detention basins, grates with snouts, and sub-surface infiltration basins.
- (7) A description of any limited common facilities and any limited controlled facilities as provided in section 5209 (relating to limited common elements) and limited common expenses, if any, and how they are assessed:
- See all plans described in item 6. All detention basins, grates with snouts, and sub-surface infiltration basins.
- (8) A description of any common facilities and controlled facilities not within the boundaries of any convertible real estate which may be allocated subsequently as limited common facilities or limited controlled facilities, with a statement that they may be so allocated and a description of the method by which the allocations are to be made.
- None
- (9) An allocation to each unit of a portion of the votes in the Association and a percentage or fraction of the common expenses of the Association in section 5208 (relating to allocation of votes and common expense liabilities).
- See above declaration, Article III.
- (10) Any restrictions created by the declarant on use, occupancy and alienation of the units and any easement or license rights that Lot Owners are to have with respect to the use or enjoyment of any of the common elements and that are not contained in other documents which are recorded:
- Common elements are for stormwater management, erosion and

sedimentation controls and the construction and maintenance and repair of these systems, not for common enjoyment or recreation.

- (11) The recording data for recorded easements and licenses appurtenant to or included in the planned community or to which any portion of the planned community is or may become subject.
- See subdivision plan for Morgan Hills recorded at Instrument #2020007811 in the Lehigh County Recorder of Deeds Office. All final Stormwater Management Plans and Erosion and Sedimentation Plan, as approved, are on file at the Lehigh County Conservation District.

~SIGNATURE PAGE FOLLOWS~

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Developer and Association have executed this Declaration of Covenants and Restrictions for Morgan Hills Association Inc., a Planned Community.

WITNESS

DEVELOPER
SEIPSTOWN VILLAGE LLC

BY: _____
Name: Joseph Konsko
Title: Managing Member

ATTEST

ASSOCIATION
MORGAN HILLS ASSOCIATION, INC.
A PLANNED COMMUNITY

Name: Joseph Konsko
Title: Secretary

BY: _____
Name: Joseph Konsko
Title: President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF LEHIGH :

On this _____ day of _____, 202~~10~~¹⁹, before me, a notary public, the undersigned officer, personally appeared Joseph Konsko who acknowledged himself to be the Managing Member of Seipstown Village, LLC, a Pennsylvania Limited Liability Company, and that he being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself as Managing Member.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF LEHIGH :

On this _____ day of _____, 202~~10~~¹⁹, before me, a notary public, the undersigned officer, personally appeared Joseph Konsko who acknowledged himself to be the President of Morgan Hills Association, Inc., a Pennsylvania Non- Profit Corporation, and that he

being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In witness whereof, I have hereunto set my hand and official seal.

Notary Public
My Commission Expires: _____