## **DEED RESTRICTIONS**

**UNDER AND SUBJECT TO** the following covenants and restrictions, which shall run with the land and shall be binding upon the Grantees, their respective heirs and beneficiaries, executors, administrators and personal representatives, successors and assigns, trustees and receivers:

- 1. All house plans must be approved by the builder and developer, SEIPSTOWN VILLAGE, LLC.
- 2. All out buildings shall match the materials, color, roof line and shingles, and roof type of the house. Owner is limited to one (1) out–building not to exceed Seven Hundred (700) square feet. Any out–building that is larger than 700 square feet or does not conform to the terms of this restriction must be approved by the developer and builder.
- 3. There shall be no livestock or domestic pets housed outdoors.
- 4. No unregistered vehicles shall be placed on any lot. No commercial vehicles or vehicles having more than 27,000 GVW are permitted to be parked overnight on any lot or anywhere else within the subdivision, including public streets.
- 5. No above–ground pools shall be erected or maintained on any lot.
- 6. All outdoor recreational equipment, including playground equipment and trampolines, must be kept behind the back line of the house.
- 7. No fencing shall be erected on any lot without the prior written approval of the developer and builder.
- 8. All driveway areas must be blacktopped no later than six (6) months after a certificate of occupancy is issued for the house.
- 9. All Grantees 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. Grantee shall comply with, and maintain the NPDES permit requirements and guidelines that apply to Grantee's lot. Grantee shall not disturb, alter, amend, or re—route any storm water or sedimentation controls on Grantee's lot.
- 10. Any butane or gas storage tanks of any kind must be buried underground or enclosed by a material with the approval of the developer and builder.
- 11. All electric, telephone, television and/or other utility or service to any building shall be underground.
- 12. Any house shall be constructed in compliance with applicable, codes, laws, ordinances and regulations, and the Grantees 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 BOCA Code, as adopted by Wesienberg 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.

- 13. Any structure of a temporary nature shall not be stored or erected on any lot, except on a temporary basis of not more than ten (10) days duration during any consecutive three (3) month period.
- 14. Grantees cannot alter the location of the presently approved on–site septic system area.
- 15. There shall be no further subdivision of any Lot conveyed herein. However, the developer reserves the right to further subdivide those lots that lend themselves to such, if in compliance with applicable regulations.
- 16. There shall be no outdoor lighting that would interfere with any neighboring property.
- 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 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 \_\_\_\_\_\_ Subdivision, as depicted at Lehigh County Map Book Volume \_\_\_, at Page \_\_\_, and/or at Lehigh County Document ID No. \_\_\_\_\_, 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 Grantees' breach of any of these covenants and restrictions.
- 18. Boats, water craft, trailers, recreational vehicles, campers, may be stored on the any lot, however, must be kept behind the back line of the house and must be screened (plantings, privacy fencing or by design of dwelling) in such a way as to not be visible from the public roadway.
- 19. These restrictions shall be binding on, and inure to the benefit of, the Grantors/Developers, the Grantees/Buyers, and all of their successors, heirs, administrators, executors and assigns and shall run with the land.
- 20. The following shall be prohibited; no commercial buildings, no commercial businesses, no non-commercial in-house offices allowed and no advertising for in-house offices (signage).