

AMENDMENT TO PROTECTIVE COVENANTS

WHEREAS, a Declaration of Protective Covenants (herein after referred to as the "Declaration"), was recorded in the Office of the Recorder of Deeds of Lehigh County, Pennsylvania, in Misc. Vol. 649, Page 640, as amended in Misc. Vol. 726, Page 1058, and in Misc. Vol. 887, Page 1066, for approximately 180 acres of land located in Lowhill Township, Lehigh County, Pennsylvania, shown on Map Book Volume 29, Page 21 and identified by the 57 Parcel Identification Numbers (PINs) listed in Exhibit A.

WHEREAS, the Declaration was further amended by a document signed and dated on the 18th day of November 2005, recorded in the Office of the Recorder of Deeds of Lehigh County, Pennsylvania, as Document ID 7307937.

NOW THEREFORE, pursuant to its authority and provision of the Bylaws for The Manor, A Planned Community, Inc., the following paragraphs of the original Declaration, as amended, are further amended as follows:

Paragraph 1 of the original Declaration is amended by adding the following new sentence: "No lots may be subdivided or combined without review of the plans for the combined or subdivided lot by the Architectural Review Committee and approval of the Board of Directors."

Paragraph 2 of the original Declaration is amended by removing the current fifth sentence ("This provision shall also apply to any additions or exterior repairs made to the buildings") and replacing therefore the following language: "This provision shall also apply to any structures or outbuildings added to the property, any additions or exterior remodelings made to any structures on the property, and any significant changes or additions to landscaping, driveway or other site plans." Paragraph 2 is further amended by adding the following new sentence: "Submitted plans shall include (a) scale drawings, plot plan showing location, image/renderings showing front/side/rear views, (b) disclosure of colors/styles/materials for walls, trim, windows,

doors, roofs, etc., (c) foundation plan, (d) plans/drawings for new landscaping, including grading/driveways/etc., and (e) copies of applicable township permits obtained.”

Paragraph 4 of the original Declaration is amended by adding the following new sentences: “Pools must be in-ground and located in the rear of the home. Pool Houses, Cabanas and Storage Buildings must follow the same architectural requirements as for the primary home, as described in Covenants #2, 3 and 11, and also be the same in appearance of and complement the character and style of the main residence, with siding, trim, windows, roof styles, colors and materials matching home’s exterior as closely as possible. Furthermore,

- 4.a. Pool Houses or Cabanas are to be situated nearby the pool and may discreetly incorporate general-purpose storage space provided the area of the storage space is no greater than that described in 4.b. Storage buildings should not be visible from the front of the property. Acceptable locations for a standalone storage building will be a function of the storage building’s proximity and visibility to neighbors and to residents in general, with the primary goal of its placement being discreet and unobtrusive. Larger properties bordering wooded treelines will generally have more flexibility in placement locations, and properties such as interior lots with direct line-of-sight and closer proximity to neighboring homes and/or Manor roadways will generally have less flexibility. Should a property be found to not have a suitable location away from the home for a storage building, it may be approved if the structure is located as close as possible to the rear of the home.
- 4.b. Storage Building dimensions are not to exceed 240 square feet in floor area and 12 feet in height, the structure must be anchored to a poured concrete slab, and it must have a door that latches and remain closed when not in use. Any exterior lighting on outbuildings shall be diffused or muted, with efforts taken to shield neighbors from light overrun. All landscaping including grading for storage buildings should be done with the intent of shielding the structure as much as possible from the view of neighbors.
- 4.c. The term “fencing” is construed to mean any type of visible barrier of any size, shape or material. Fencing required to surround swimming pools should reasonably surround the pool area and not extend excessively toward property boundaries. Fences for discretionary purposes, including but not limited to perimeter fences to enclose yards or demarcate property lines, or visible fences for containing pets, are prohibited. Special requests for fences will be reviewed on a case-by-case basis. Fencing styles and materials must coordinate and blend with the home, the landscaping, and the overall character of The Manor. Ornamental aluminum or steel fences with widely spaced

spindles in darker colors are recommended. Other fence designs made with natural materials (stone, brick, stucco, wood) may be approved provided they are high quality and blend well with the home and neighborhood. Rustic fencing such as split-rail or stockade styles, or fences made out of vinyl, PVC or the like, are not permitted. Fences in white and other bright colors, or with heights of over five feet are not permitted. Exceptions are allowed for approved sports structures such as tennis courts to have high-quality chain link fencing of heights exceeding five feet. Existing fencing that is non-compliant must be brought into compliance at such time when the fencing is in need of major repairs or replacement. The interior of fences may be lined with wire or mesh materials, provided such materials are inconspicuous from the outside."

Paragraph 7 of the original Declaration is amended by removing the current paragraph 7 and replacing therefore the following language: "The operation of commercial or professional businesses of any type out of an owner's property shall not be permitted. This includes the temporary or permanent placement or storage of equipment or inventory, as well as the outdoor parking of commercial vehicles, associated with a commercial or professional business. Commercial vehicles include any vehicle with permanent commercial graphics or full-sized van or truck type vehicles equipped and used for commercial (non-personal) purposes. Temporary commercial activities such as garage sales, yard sales, Estate sales, party-plan direct selling events, or similar selling events shall not be permitted. Home offices are permitted, provided the activities conducted at home are self-contained and unobtrusive, do not involve increased vehicular activity or external manifestations visible to neighbors, and in no way prevent other homeowners from the quiet enjoyment of their residences."

Paragraph 11 of the original Declaration is amended by removing the current paragraph 11 and replacing therefore the following language: "All utilities shall be by underground cable or satellite. Satellite dishes for television or internet are allowed provided the dish is placed on a non-front facing wall or roof surface and is inconspicuous when facing the front of the property. If a resident demonstrates that such approved locations cannot receive an adequate signal, the ARC will work with the resident to find acceptable alternatives. External TV or radio antennae of any type are not permitted. Production of electricity from solar energy requires prior review by the ARC and approval of the Board of Directors. Solar panels or arrays placed on front-facing roof surfaces, or free-standing on the property, are not permitted. Solar panels or arrays placed discreetly on flat roofs or non-front-facing roof surfaces may be submitted for review. Wind turbines of any kind are not permitted. Electric vehicle chargers are allowed to be mounted on the exterior wall of the garage/home and/or inside the garage."

Paragraph 12 of the original Declaration is amended by removing the current paragraph 12 and replacing therefore the following language: "Each property owner is permitted to have up to three registered and licensed personal transportation vehicles parked outdoors on their property, with more allowed on an exception basis for families with four or more licensed drivers living at the residence. Other types of vehicles, including but not limited to boats, campers, RVs, off-road vehicles, and open or closed trailers, are permitted only if housed within the attached garage."

Paragraph 14 of the original Declaration is amended by removing the current paragraph 14 and replacing therefore the following language: "Flying of recreational remote-control model airplanes, helicopters and drones are permitted provided they remain within property boundary lines, are electric powered, and do not contain cameras. Other flying devices such as ultralights and model rockets shall not be permitted. An exception is allowed for realtors or other professional services using approved drones to do a fly-over for the purpose of marketing a property, with the homeowner's knowledge and approval."

Paragraph 16 of the original Declaration is amended by removing the current paragraph 16 and replacing therefore the following language: "In general, yard or house signs are discouraged, with acceptable signage being discrete and of modest size. Approved signs must be contained within the owner's property/lot lines and are not permitted to be placed along Manor roadways, entrance areas and/or in any common areas. Acceptable signage includes temporary event signage (parties, etc.), small security company placards, realtor signage for for-sale properties, temporary contractor signage during major projects, signs honoring active branches of the U.S. Military, and political campaign signs. Political campaign signs are limited to two per property, 24" by 18" size, must be installed no earlier than 45 days prior to an election, and must be removed within ten days after the associated election. Any other signs shall not be permitted without the prior written approval of the Board of Directors. Any flags, other than current unmodified American flags, or banners are considered signs."

Paragraph 17 of the original Declaration is amended by removing the current paragraph 17 and replacing therefore the following language: "Children's swing sets, gym sets, trampolines, toddler pools and other such play or sporting equipment shall be permitted in the rear of residences only. Additionally, any portable sports equipment shall be stored within or behind the home when not in use. Fixed or weighted basketball hoops are permitted adjacent to driveways."

Paragraph 19 of the original Declaration is amended by removing the current paragraph 19 and replacing therefore the following language: "Lawns shall not be allowed to exceed six inches in

height. Certain Manor properties have field grass sections towards the rear that are kept in their original, uncultivated condition. Field grass sections, as well as lots that are undeveloped or under construction, shall not be allowed to exceed township ordinance in height. All landscaping is to be maintained in a healthy, trimmed appearance. This includes maintaining the Manor-provided ornamental trees on your property that line the roadways by pruning branches and removing suckers and creepers around the trunks.”

Paragraph 24 of the original Declaration is amended by adding the following new sentences: “The Board of Directors may grant temporary and/or permanent exceptions/exemptions to any of the Covenants contained in the Declaration Of Protective Covenants, As Amended, for a resident that presents a necessary, valid and compelling basis for requesting the exception/exemption. All such exceptions/exemptions will be documented and kept by the Board indicating the specific reasons, details and timeframe for which such exception/exemption is granted.”

The Declaration is amended by adding the following new Paragraph 25:

25. “Assessments - Purpose: The Assessments levied shall be used by the Board of Directors exclusively for the purposes of the Association and in particular, for the servicing, improvement, and maintenance of Common Areas, insurance thereon, administrative expenses, insurance coverage of individuals serving on the Board of Directors and Architectural Review Committee, and other related purposes permitted by law, including reserves.

Annual Assessment: The initial annual assessment⁽¹⁾ shall be (\$300.00) per Lot payable to THE MANOR, A PLANNED COMMUNITY, INC. The annual assessment shall remain the same as the initial assessment for three years. Beginning with the fourth (4th) year, the annual assessment may be increased by an amount not in excess of ten percent (10%) of the assessment for the year immediately prior to the year for which the increase is to be effective. An assessment year shall begin on May 1 and continue twelve consecutive months. The Board of Directors shall establish the assessment based upon the budget. Assessments collected and all Association funds shall be deposited in a federally insured interest-bearing demand account. Two signatures of Officers of the Board of Directors are required on all checks written on behalf of the Association.

Lien: A member by virtue of being an owner of any Lot shall be bound to pay the Association annual or special assessments. The annual or special assessments, if unpaid, together with

⁽¹⁾ Upon establishment of the Approved Bylaws for The Manor, A Planned Community, Inc. on May 1, 2001.

interest and cost of collection, including legal fees, shall be a lien upon the Lot against which such assessments is made, in accordance with the applicable law, as of the time the assessment is due.

Special Assessment: Upon the affirmative vote of the holders of two-thirds (2/3) or more of lots in the Manor, the Association may levy and collect a special assessment authorized for the purpose of defraying, in whole or in part, the costs of any construction or reconstruction of unexpected repair or replacement of a part of Common Areas.

Delinquency: The Board shall send written notice of the amount of the annual or special assessment at least (30) days in advance of the payment due date. The entire amount shall become due and payable no later than (30) days after the payment due date; otherwise, such assessment shall become delinquent and from said date, bear interest at the prevailing prime rate plus (2) percent compounded annually thereon which together with the cost of collection thereof, thereupon shall become a continuing obligation on the Lot which shall bind such Lot Owner, and his/her heirs, successors and assigns. If an assessment is delinquent, the Board of Directors may suspend the voting rights of the delinquent lot owner. The Board shall send notice to the lot owner of such suspension, and shall lift such suspension upon payment.

Reserves: The annual assessments, as determined by the Board, shall include reasonable amounts as reserves for future periodic maintenance, repair, and/or replacement of all or a part of the Common Areas.

Certificate: In accordance with the Uniform Planned Community Act, Section 5407, all lot owners shall provide to a prospective purchaser, before they sign the real estate agreement, but no later than at the time of conveyance, the following items: (a) a copy of the Declaration, as amended, (b) Bylaws for The Manor, a Planned Community, Inc., (c) Certificate setting forth the amount of the Assessments, and (d) Balance Sheet and Budget for the Association. The fee for the Certificate is \$15, payable to the Association. The Board of Directors shall provide the Certificate within ten days of a request.”

In all other respects, the Declaration of Protective Covenants, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have herein to set their hands and seals this 18th day of November 2021.

ATTEST:

The Manor, A Planned Community, Inc.

Elizabeth K.T Schamberger
Elizabeth K.T Schamberger, Secretary

Alexander W. Masetti
Alexander W. Masetti, President

Commonwealth of Pennsylvania :

:

County of Lehigh :

This record was acknowledged before me on the 18th day of November 2021 by Alexander W. Masetti and Elizabeth K.T. Schamberger as officers who represent that they are authorized to act on behalf of The Manor, A Planned Community, Inc.

EDS
11/22/21

Signature of notarial officer: Sohil P Ghodasara

Stamp:

Commonwealth of Pennsylvania - Notary Seal Sohil P. Ghodasara, Notary Public Lehigh County My Commission Expires July 18 2025 Commission Number 1317200

Title of office: Notary Public

My commission expires: 07/18/2025

EXHIBIT A

Property Identification Numbers (PINs) for The Manor, A Planned Community, Inc.

	PIN	Property Address	Tax Authority
1)	545815806420 1	4154 W WYNDEMERE CIR	LOWHILL TOWNSHIP
2)	545825447718 1	4211 W WYNDEMERE CIR	LOWHILL TOWNSHIP
3)	545825063016 1	4242 W WYNDEMERE CIR	LOWHILL TOWNSHIP
4)	545825472096 1	4251 W WYNDEMERE CIR	LOWHILL TOWNSHIP
5)	545825095240 1	4260 W WYNDEMERE CIR	LOWHILL TOWNSHIP
6)	545826019220 1	4296 W WYNDEMERE CIR	LOWHILL TOWNSHIP
7)	545826620700 1	4303 W WYNDEMERE CIR	LOWHILL TOWNSHIP
8)	545826131339 1	4322 W WYNDEMERE CIR	LOWHILL TOWNSHIP
9)	545826563070 1	4347 W WYNDEMERE CIR	LOWHILL TOWNSHIP
10)	545826059592 1	4354 W WYNDEMERE CIR	LOWHILL TOWNSHIP
11)	545826085706 1	4398 W WYNDEMERE CIR	LOWHILL TOWNSHIP
12)	545827400529 1	4425 W WYNDEMERE CIR	LOWHILL TOWNSHIP
13)	545827316725 1	4439 W WYNDEMERE CIR	LOWHILL TOWNSHIP
14)	545817616385 1	4450 W WYNDEMERE CIR	LOWHILL TOWNSHIP
15)	545824677490 1	4123 E WYNDEMERE CIR	LOWHILL TOWNSHIP
16)	545824290703 1	4130 E WYNDEMERE CIR	LOWHILL TOWNSHIP
17)	545825600626 1	4165 E WYNDEMERE CIR	LOWHILL TOWNSHIP
18)	545825840194 1	4176 E WYNDEMERE CIR	LOWHILL TOWNSHIP
19)	545825866754 1	4196 E WYNDEMERE CIR	LOWHILL TOWNSHIP
20)	545835240461 1	4201 E WYNDEMERE CIR	LOWHILL TOWNSHIP
21)	545835174215 1	4223 E WYNDEMERE CIR	LOWHILL TOWNSHIP
22)	545825893266 1	4244 E WYNDEMERE CIR	LOWHILL TOWNSHIP
23)	545836203251 1	4267 E WYNDEMERE CIR	LOWHILL TOWNSHIP
24)	545826818873 1	4280 E WYNDEMERE CIR	LOWHILL TOWNSHIP
25)	545836225990 1	4289 E WYNDEMERE CIR	LOWHILL TOWNSHIP
26)	545836252630 1	4305 E WYNDEMERE CIR	LOWHILL TOWNSHIP
27)	545826843888 1	4312 E WYNDEMERE CIR	LOWHILL TOWNSHIP
28)	545836079973 1	4321 E WYNDEMERE CIR	LOWHILL TOWNSHIP
29)	545827700248 1	4373 E WYNDEMERE CIR	LOWHILL TOWNSHIP
30)	545825671565 1	4262 SOMERSET RD	LOWHILL TOWNSHIP
31)	545825596799 1	4277 SOMERSET RD	LOWHILL TOWNSHIP

EXHIBIT A

Property Identification Numbers (PINs) for The Manor, A Planned Community, Inc.

32)	545813391637 1	4068 BRIGHTON CT	LOWHILL TOWNSHIP
33)	545813572416 1	4073 BRIGHTON CT	LOWHILL TOWNSHIP
34)	545814328115 1	4076 BRIGHTON CT	LOWHILL TOWNSHIP
35)	545813895081 1	4081 BRIGHTON CT	LOWHILL TOWNSHIP
36)	545814449352 1	4084 BRIGHTON CT	LOWHILL TOWNSHIP
37)	545824000236 1	4089 BRIGHTON CT	LOWHILL TOWNSHIP
38)	545814780092 1	4092 BRIGHTON CT	LOWHILL TOWNSHIP
39)	545824033286 1	4097 BRIGHTON CT	LOWHILL TOWNSHIP
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40)	545834940663 1	4113 CAMBRIDGE CT	LOWHILL TOWNSHIP
41)	545834730123 1	4118 CAMBRIDGE CT	LOWHILL TOWNSHIP
42)	545834986859 1	4121 CAMBRIDGE CT	LOWHILL TOWNSHIP
43)	545834369249 1	4126 CAMBRIDGE CT	LOWHILL TOWNSHIP
44)	545835707695 1	4129 CAMBRIDGE CT	LOWHILL TOWNSHIP
45)	545834271740 1	4134 CAMBRIDGE CT	LOWHILL TOWNSHIP
46)	545835427237 1	4137 CAMBRIDGE CT	LOWHILL TOWNSHIP
47)	545834095190 1	4142 CAMBRIDGE CT	LOWHILL TOWNSHIP
48)	545825901797 1	4150 CAMBRIDGE CT	LOWHILL TOWNSHIP
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49)	545833074432 1	4012 PROVIDENCE CT	LOWHILL TOWNSHIP
50)	545833298818 1	4015 PROVIDENCE CT	LOWHILL TOWNSHIP
51)	545823774829 1	4020 PROVIDENCE CT	LOWHILL TOWNSHIP
52)	545834035090 1	4033 PROVIDENCE CT	LOWHILL TOWNSHIP
53)	545823497071 1	4046 PROVIDENCE CT	LOWHILL TOWNSHIP
54)	545824303710 1	4064 PROVIDENCE CT	LOWHILL TOWNSHIP
55)	545824637982 1	4067 PROVIDENCE CT	LOWHILL TOWNSHIP
56)	545824552704 1	4079 PROVIDENCE CT	LOWHILL TOWNSHIP
57)	545824234573 1	4088 PROVIDENCE CT	LOWHILL TOWNSHIP

ANDREA E. NAUGLE
LEHIGH COUNTY CLERK OF JUDICIAL RECORDS



Recorder of Deeds Division
Karen S. Collura, Chief Deputy
Lehigh County Courthouse
455 W. Hamilton Street - Room 122
Allentown, PA 18101-1614
(610) 782-3162

*RETURN DOCUMENT TO:

THE MANOR A PLANNED COMMUNITY INC
4398 W WYNDEMERE CIR
SCHNECKSVILLE, PA 18078

Instrument Number - 2021049968

Recorded On 11/22/2021 At 8:05:38 AM

* Instrument Type - AMENDMENT

Invoice Number - 470169 User ID: BMS

* Grantor - MANOR A PLANNED COMMUNITY INC

* Grantee - MANOR A PLANNED COMMUNITY INC

* Customer - THE MANOR A PLANNED COMMUNITY INC

***Total Pages - 10**

* FEES

STATE WRIT TAX	\$0.50
RECORDING FEES	\$29.00
COUNTY ARCHIVES FEE	\$2.00
ROD ARCHIVES FEE	\$3.00
UPI CERTIFICATION FEES	\$570.00
TOTAL PAID	\$604.50

I hereby CERTIFY that this document is
Recorded in the Recorder of Deeds Office
of Lehigh County, Pennsylvania



Andrea E. Naugle
Andrea E. Naugle
Clerk of Judicial Records
Recorder of Deeds Division

LCGIS Registry UPI Certification
On November 19, 2021 By LY

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

INSTRUMENT NUMBER - 2021049968

