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SPECIAL WARRANTY DEED

THIS DEED, made the 30 day of January, in the year Two Thousand Three (2003). Between William A. Sell and June L. Sell, husband and wife, of Allentown, Lehigh County, Pennsylvania, hereinafter referred to as the "Grantors".

AND

Anthony S. Specht and Jennifer A. Specht, husband and wife, 2002 West Columbia Street, Allentown, PA 18104 hereinafter referred to as the "Grantees", as tenants by the entities,

110,000.00 ONE HUNDRED THIRTYTHREE THOUSAND AND 5/100 DOLLARS WITNESSETH, that in consideration of ~~One (\$100) Dollar~~, in hand truly paid by Grantees at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey to the said Grantees, their heirs, executors, administrators and assigns,

ALL THAT CERTAIN message, tenement and tract of land situate in North Whitehall Township, Lehigh County, Pennsylvania, said lot being known as Lot 28, Apple Valley Estates, the plan for which is recorded in Lehigh County Map Book Volume 26, page 43, said lot being bounded and described as follows, to wit:

See Exhibit "B" attached hereto and incorporated herein.

BEING PART OF THE SAME PREMISES which Robert F. Hunsicker and Deed dated May 18, 1982 and recorded on May 21, 1982 in the Office of the Recorder of Deeds of Lehigh County, Pennsylvania, in Deed Book Volume 1306, page 1115, granted and conveyed unto William A. Sell and June L. Sell, husband and wife, the Grantors herein.

UNDER AND SUBJECT to the following covenants and restrictions, which shall run with the land and be binding upon the Grantees, their heirs, executors, administrators and assigns:

- 1. No building shall be constructed on the premises except a single family dwelling having an enclosed habitable floor space (exclusive of garage, patio, and basement areas) of not less than 3000 square feet.
2. Grantees shall, prior to the start of construction of a dwelling thereon, provide Grantors, their heirs, executors, administrators and assigns with two sets of blue prints designating all exterior materials and colors to be used. In addition to the above, Grantees shall furnish Grantors, their heirs, executors, administrators and assigns, a plot plan

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prepared by a professional engineer or professionally licensed surveyor showing the proposed house location, as well as the proposed elevation of the top of the foundation in relation to existing grade at extreme foundation corners and the top of finished road at either property corner. Subject to approval or rejection by Grantors, their heirs, executors, administrators or assigns, which approval shall be evidenced in writing by words indicating rejection or approval, together with the signatures of Grantors or either of them on one set of blueprints, and which shall be returned to Grantees as acknowledgement of plan approval or rejection within 45 days of receipt thereof. In the event the plan is rejected, Grantees shall either revise plans as recommended by Grantors, their heirs, executors, administrators or assigns, or shall submit alternate plans for approval. The failure of the Grantors, their heirs, executors, administrators and assigns, to approve with modification or reject any plan submitted to them within 45 days of receipt thereof shall constitute an approval of such plans. However, plans shall not be deemed approved if within said 45 days, Grantors, their heirs, executors, administrators or assigns, deposit with the United States Postal Service (first class, certified, registered, or express), or any nationally recognized overnight delivery service, written notification (with or without plan) of rejection; said notification shall be sent to the address contained in the agreement of sale between Grantors and Grantees, or such other address as has been provided in writing to Grantors, their heirs, executors, administrators and assigns, by Grantees, their heirs, executors, administrators, successors or assigns. Actual notice received by Grantees during said 45 days also shall be adequate in any event.

3. Grantees shall, prior to starting construction, contact Grantors for approval as to where the driveway should be placed on the lot. Grantees shall maintain any existing rights-of-way and drainage swales on the property and shall promptly restore the condition of same after installation of any driveway. This obligation of maintenance, including the cutting of grass, shall continue in perpetuity.

4. The exterior of any building shall be either brick, stone, redwood or other material approved by Grantors, their heirs, executors, administrators or assigns. No permanent type of outbuilding or structure (including fences) shall be erected on the premises without the prior written approval of the Grantors, their heirs, executors, administrators or assigns. Any butane or gas storage tanks of any kind, must be buried in ground or enclosed with brick, stone, redwood or other material with the approval of the developer.

5. All electric, telephone, television and/or other utility or service to the premises shall be underground.

6. No above-ground pools shall be erected or maintained on the premises.

7. Any dwelling 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 dwelling, it shall be constructed in accordance with BOCA Code of South Whitehall Township unless and until North Whitehall Township adopts a BOCA Code, in



which event the dwelling shall be constructed in accordance with the stricter BOCA Code, the determination of which shall rest with Grantors, their heirs, executors, administrators or assigns in their sole discretion. 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 12 months and completed with 24 months of starting construction of the dwelling.

8. All wells shall be constructed and installed by using a cable pounder rig and no rotary drilling rig shall be employed.

9. Boats, water craft, trailers, recreational vehicles, campers, trucks, commercial vehicles, and any structures of a temporary nature shall not be stored on the premises, other than within the dwelling structure, except on a temporary basis of not more than a total of 10 days duration during any consecutive three month period.

10. 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 heirs, executors, administrators, and assigns, and/or by any lot owner(s) in the Apple Valley Estates Subdivision, as depicted at Lehigh County Map Book Volume 26, page 43 in an 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.

11. All mailboxes must be stone, brick, or ornamental aluminum, which the developers approval.

FURTHER UNDER AND SUBJECT to the covenants and conditions, which shall run with the land, that if a residential dwelling has not been substantially completed on the subject lot within five (5) years of the date of this Deed, the Grantors, their heirs, executors, administrators and assigns shall have the right to re-purchase the subject lot at the original price paid hereunder. This right to purchase shall commence five (5) years from the date hereof and continue until a residential dwelling has been substantially completed on the premises.

FURTHER UNDER AND SUBJECT to the covenants and conditions, which shall run with the land, that commencing with the date of this Deed for five (5) years thereafter, if Grantees elect to sell the herein conveyed lot, the Grantors, their heirs, executors, administrators and assigns, shall have the first right to purchase the subject lot upon the same terms and conditions as any bona fide offer, by providing notice of intent to purchase to Grantees, their heirs, executors, administrators, successors or assigns, within five (5) days of Grantors, their heirs, executors, administrators or assigns, receiving: a copy of a bona fide and arm's length written offer from a third party to Grantees, their heirs, executors, administrators, successors or assigns, to purchase said premises; and a written expression of intent from Grantees, their heirs, executors, administrators,

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successors or assigns to accept such offer if Grantors, their heirs, executors, administrators and assigns do not exercise the herein contained right of first refusal. Grantees, their heirs, executors, administrators, successors and assigns shall have an affirmative obligation to provide written notice of any offers to purchase the premises, such that Grantors, their heirs, executors, administrators and assigns have the opportunity to exercise their rights hereunder.

FURTHER UNDER AND SUBJECT to all easements, covenants, conditions and restrictions of record.

TOGETHER with all and singular the building, improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the Grantors, their heirs, executors, administrators and assigns, in law, equity or otherwise, of, in and to the same, and every part thereof.

TO HAVE AND TO HOLD the said lot or piece of ground above described, with the improvements thereon erected, hereditaments and premises hereby granted or mentioned, and intended so to be with the appurtenances, unto the Grantees, their heirs, executors, administrators and assigns, FOREVER AND the Grantors, for themselves and their heirs, executors, administrators and assigns, do by these presents covenant, grant and agree to and with the said Grantees, their heirs, executors, administrators and assigns, that they, the said Grantors, and their heirs, executors, administrators and assigns, all the singular the hereditaments and premises herein above described and granted, or mentioned, and intended so to be, with the appurtenances, unto the Grantees, their heirs, executors, administrators and assigns against they, the said Grantors and their heirs, executors, administrators and assigns, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same, or any part thereof.

SHALL AND WILL SPECIALLY WARRANT AND FOREVER DEFEND

IN WITNESS WHEREOF, the Grantors have caused these presents to be signed and duly witnessed the day and year first above written.

WITNESS:

*[Handwritten signatures]*  
\_\_\_\_\_  
William A. Sell  
\_\_\_\_\_  
June L. Sell

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