

**DEED RESTRICTIONS, CHARGES AND PROTECTIVE COVENANTS
APPLICABLE TO FINAL LOTS FOR
FAIRVILLE HEIGHTS**

**EAST EARL TOWNSHIP AND TERRE HILL BOROUGH, LANCASTER COUNTY,
PENNSYLVANIA AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS
IN AND FOR LANCASTER COUNTY, PENNSYLVANIA IN SUBDIVISION PLAN
BOOK PAGE**

WHEREAS, MARTIN LAND DEVELOPMENT (herein after called "Developer"), the owner of certain property situated in East Earl Township and Terre Hill Borough, Lancaster County, Pennsylvania as set forth in Subdivision Plan Book Page (hereafter "Subdivision Plan") and intends to impose the following restrictions and protective covenants on the premises:

NOW THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, it is hereby agreed as follows:

All the land shown on said Subdivision Plan shall be subject to the following conditions, restrictions, limitations, regulations, charges, protective covenants, and agreements which are intended to be covenants running with the land, to bind all parties at any time having a interest therein.

1. **Approval**

All Plans and specification for all Building and outbuildings to be approved by Developer.

2. **Poles and Appliances**

No poles or appliances upon which to hang or expose laundry shall be erected or maintained, either permanently or temporarily, closer to the front line than the rear wall of the dwelling erected on the premises. In addition, any such pole or appliance shall be erected no closer to any side boundary line than the side wall of the dwelling erected on the premises.

3. **Fences**

No fence shall be erected at any location on the premises in excess of four (4) feet in height, unless required by any municipal ordinance or federal or state law or allowed by the Developer because of unusual circumstances. In no case shall chain-link or other wire or metal fences be permitted, unless required by law.

4. **Animals**

No poultry or animals of any kind, except animals commonly recognized as domestic pets, shall be kept on the premises at any time. Permitted animals shall not exceed more than two

(2) of any one kind, unless under six (6) months of age. All animals must be maintained so that offensive odors or noise shall not be apparent to adjoining property owners. Said animals shall also be controlled to prevent damage to other properties within the development.

5. **Parking**

Only passenger vehicles and commercial vehicles under one ton payload that are used for primary transportation are permitted to park on streets or in driveways closer to the street than the rear line of the residence on said lot. Licensed campers, boats, motor homes, or trailers on tires may be parked behind the rear line of the residence or adjacent to the garage on a level (paved) pad. All other motorized or unmotorized vehicles, temporary structures, or motor vehicles that fail to have required PennDOT current inspection and license attached are prohibited anywhere on any lot. Any motor home or trailer shall not be used for sleeping or occupancy.

6. **Final Grade**

Due to sensitivity of developments to problems caused by water runoff, no change in the final or finished grade as established by the Developer upon completion of construction of the residence on the premises shall be permitted at any time.

7. **Violations of Provisions**

These restrictions and covenants are to run with the land of the entire development, and shall be binding on all properties, parties and all persons claiming under them. Any violation shall constitute a nuisance which may be remedied by appropriate legal proceedings either by the Developer, or any other property owner within the development. The failure by the Developer to enforce or restrain the breach of any restriction, condition, covenant or agreement. Enforcement of the restrictions and covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation, or to recover damages, or both. The grantor herein, its successors and assigns, shall not be responsible, either personally or as a fiduciary, for the default of any subsequent purchasers or owners of any portion of said lands, nor shall the Developer be obligated to enforce compliance with any provisions here in the event of default by any such purchaser or owner. Developer shall be entitled to reimbursement of all of Developer's legal fees and other costs associated with enforcement hereof from the party against whom enforcement is sought by Developer.

IN WITNESS WHEREOF, the undersigned Developer has caused these restrictions to be executed this _____ day of _____, 2007.

(SEAL)
Martin Land Development LLC