

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

OF

RIVER CROSSING COMMUNITY ASSOCIATION

NOTICE: EACH OWNER OF A LOT SUBJECT TO THIS DECLARATION
MUST COMPLY WITH SECTION 19 PRIOR TO ANY RESALE OF
THE LOT.

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October 28, 1996

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RIVER CROSSING COMMUNITY ASSOCIATION

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (the "Declaration"), made this 28th day of October, 1996, by **RIVER CROSSING, L.P.** a Pennsylvania limited partnership, for itself, its successors, grantees and assigns other than the purchasers of a Lot (herein called the "Declarant").

Section 1. Submission to the Declaration. Declarant hereby submits the land consisting of 208 acres located in Upper Makefield Township, Bucks County, and more fully described on Exhibit "A" hereto, together with the buildings and improvements to be constructed thereon, and all easements, rights and appurtenances belonging thereto (the "Property"), to the terms, conditions and provisions of this Declaration.

Section 2. Definitions. The following terms when used herein and in the By-Laws shall have the meanings ascribed to them by this Section 2.

(a) **"Assessments"** shall mean those assessments payable by the Owners upon notification by the Association as provided herein. Each Assessment shall be separate and payable by the Owner of the Lot against which the Assessment is levied.

(b) **"Association"** shall mean River Crossing Community Association, a Pennsylvania non-profit corporation, being an association of all Owners and the Declarant while it owns a Lot subject to this Declaration.

(c) **"Board of Directors"** shall mean a group of individuals who shall manage and administer the business affairs and operation of the Association on behalf of the Members.

(d) **"By-Laws"** shall mean the governing rules and procedures for the operation of the Association.

(e) **"Common Expenses"** shall mean the expenses for which all of the Owners may be liable pursuant to this Declaration or the By-laws.

(f) **"Common Receipts"** shall mean the funds collected from Owners as Assessments and receipts designated as common by the provisions of this Declaration and the By-Laws.

(g) **"Common Surplus"** shall mean the excess of all Common Receipts over all Common Expenses.

(h) **"Community"** shall mean the development known as River Crossing which includes the Property.

(i) **"Community Facilities"** shall include the open space areas, including passive recreation areas, entrance signs and monuments, perimeter buffer, storm water retention, detention and drainage areas as shown on the Plan, and all other facilities which the Community Association may hereafter own, acquire or construct.

(j) **"Lot"** shall mean each separate and subdivided parcel of land which is shown on the filed and recorded Plan, and all structures which are or will be erected thereon.

(k) **"Members"** shall mean Class A and Class B Members of the Association, as these terms are defined herein.

(l) **"Owner"** shall mean the record owner of any Lot, excluding those persons having an interest merely as security for the performance of an obligation, and excluding the Declarant. Multiple Owners of a single Lot shall together be deemed one Owner for purposes of this Declaration.

(m) **"Plan"** shall mean the Final Subdivision Plan, approved by Upper Makefield Township, the title sheet of which is recorded in the Recorder's Office of Bucks County, Pennsylvania in Plan Book 284, page 72A et seq., showing the Property.

(n) **"Township"** shall mean Upper Makefield Township.

Section 3. Applicability; Membership in the Association.

(a) This Declaration shall be applicable to the Property. All Owners of Lots and their tenants, guests, or invitees, and any other persons who shall be permitted to use the Community Facilities, shall be subject to this Declaration, the By-Laws and any rules and regulations promulgated by the Board of Directors.

(b) All Owners upon acceptance of the deed to their Lots shall become Members of the Association and shall be obligated to pay all Assessments levied by the Association. Membership in the Association shall be limited to the Owners of Lots subjected to this Declaration and the Declarant. Except as set forth herein, the affairs of the Association shall be governed by the By-Laws.

(c) There shall be two classes of Members in the Association: Class A Members and the Class B Member.

(i) Class A Members shall be all Owners. Class A Members shall be entitled to one (1) vote for each Lot they own in the Community.

(ii) The Class B Member shall be the Declarant who shall have three (3) votes for each Lot in the Community which the Declarant owns. Class B membership shall be converted to one (1) vote for each Lot in the Property which the Declarant owns or on which it reserves the right to build a house upon the earlier to occur of either of the following events:

(A) When the total number of votes outstanding among Class A Members equals the total number of votes outstanding in the Class B membership; or

(B) The expiration of seven (7) years from the initial recordation of this Declaration.

(d) Notwithstanding any other provision of this Declaration or the By-Laws, no action shall be taken or adopted by the Association which would in any way affect any of the rights, privileges, powers or options of the Declarant (including, but not limited to, development of the Property or the marketing program of the Declarant) without the prior written approval of the Declarant.

(e) Only those Class A Members in good standing and entitled to vote shall be considered in determining whether, as to Class A Members, a quorum is present at a meeting of the Association or for determining the percentage of Class A Members voting on a matter. A Class A Member shall be deemed to be "in good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all Assessments made or levied against him or against his Lot by the Board of Directors as hereinafter provided, together with all interest, costs of collection, attorneys' fees, penalties and other expenses, if any, properly chargeable to him or against his Lot, at least ten (10) days prior to the date fixed for the annual or special meeting and has not violated any of the covenants and conditions contained in this Declaration, the By-Laws or rules and regulations.

(f) In the event a Member shall lease or permit another to occupy his Dwelling in accordance with the provisions of this Declaration, the tenant or occupant shall be permitted to enjoy the Community Facilities but shall not vote in the affairs of the Association, except when the Member shall permit the tenant or occupant to exercise the proxy vote of the Member.

(g) Every lawful transfer of title to a Lot shall include membership in the Association and, upon making this transfer, the previous Owner's membership shall automatically terminate. Except as otherwise expressly provided, membership in the Association may not be assigned or transferred without the transfer of legal title to a Lot and any attempt at assignment or transfer thereof shall be void and of no effect.

Section 4. Management, Operation, Maintenance and Dedication of the Community Facilities.

(a) The Declarant may transfer to the Association and the Association shall accept ownership of the Community Facilities. After transfer by the Declarant, the management, operation and maintenance of the Community Facilities shall be the responsibility of the Association, which responsibility the Association may delegate to a professional manager or agent. The Association shall thereafter maintain the Community Facilities in accordance with all ordinances and approvals, and in accordance with sound property management practices. Notwithstanding anything else set forth herein, until such time as a Community Facility is conveyed to the Association, the Declarant reserves the right to dedicate the Community Facility to the municipality. In the event that the Association fails to maintain the Community Facilities as required hereby, Upper Makefield Township or any of its agents or designees may (but shall not be obligated to) perform on behalf of the Association and charge the Association or the Owners for all costs or expenses incurred.

(b) Notwithstanding anything else set forth herein, the Owners of Lots 9 and 10 of the Property as shown on the Plan, shall be responsible to keep the grass in the retention/detention basins located on their respective Lots mowed to a height on less than five (5") inches. Lots 9 and 10 of the Property are also subject to a landscape easement and the maintenance of the entrance landscaping located thereon shall be the responsibility of the Association.

(c) At the time of dedication of the roads to Upper Makefield Township, Declarant shall provide financial security for the maintenance of the detention/retention basins during the 18-month maintenance period even though the detention/retention basins will not be dedicated to the Township.

Section 5. Owners' Easement of Enjoyment. Every Owner shall have the right of ingress, egress and regress over and the right of enjoyment in and to the Community Facilities, which right shall be appurtenant to each Lot and shall pass with title to every Lot, subject to (a) the right of the Association to establish rules and regulations governing their use, and (b) the easements described elsewhere in this Declaration.

Section 6. Easements.

(a) All the Property shall be subject to an easement for the present and future installation and maintenance of electric service, master and cable television service, telephone service, water service, storm water and sanitary sewage service, gas service and other utility services, and the facilities and appurtenances

necessary to the same. This easement shall run in favor of the Declarant, the Association and the entity or entities owning or operating the utilities, and the Declarant and the Board of Directors shall have the right to grant additional utility easements in connection with the supply of utilities to the Community.

(b) The Association and its agents and employees shall have the irrevocable right and easement of access to each Lot as necessary for the inspection, maintenance, repair or replacement of any of the Community Facilities accessible therefrom, or to abate any violation of this Declaration or any rules or regulations of the Association or any violation of any laws or orders of any governmental authorities having jurisdiction over the Property. The cost of the repairs made to any Lot shall be chargeable to the Owner of the Lot.

(c) The Declarant reserves an easement over the entire Property, including all Lots, for the ingress and egress of itself, its agents and employees, for purposes of marketing and construction or maintenance of Lots, including an easement to change or alter the grading of the Property or to correct any construction errors, defects or violations of ordinances or codes. The Declarant shall also have the right to maintain construction and sales offices, specialty lighting, specialty fencing and signs on the Community Facilities or on any Lot which it owns. The rights reserved for the Declarant by this Section 6(c) shall remain in effect for two (2) years after the Declarant has conveyed the last Lot in the Community. This Section 6(c) shall not be amended without the prior written consent of the Declarant.

(d) The Community Facilities will be subject to a conservation easement which will be recorded simultaneously with the Plan (the "Conservation Easement"). The Conservation Easement regulates, inter alia, the cutting of trees, the depositing of refuse or waste, the quarrying of rocks or the construction of improvements on the open space all as more fully described in the Conservation Easement.

(e) For a period of ten (10) years from and after conveyance of the last Lot which it owns in the Community, Declarant shall have an easement over the entire Property, including all Lots, for purposes of repairing, maintaining or replacing any entrance monuments, community signage or associated landscaping.

(f) All of the easements described in this Declaration shall run with the land and inure to the benefit of and be binding upon the Declarant, the Township, the Association, each Owner and each tenant, occupant or other person having any interest in any Lot or in the Community Facilities.

Section 7. Owners' Assessment Obligation. Each Owner, by acceptance of the deed, whether or not it shall be so expressed in his deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (in addition to any other charges or costs levied by the Association pursuant to this Declaration) all Assessments, including, but not limited to the following: (a) a capital contribution equal to Five Hundred Dollars \$500 upon the initial conveyance of a Lot from Declarant to an Owner; (b) regular Assessments due and payable on a monthly basis based upon the budget of the Association; (c) special Assessments fixed, established and collected from time to time as provided in this Declaration; (d) any other charges or Assessments for what may be determined from time to time by the Association to be Common Expenses and (e) any interest charges, attorneys' fees, penalties or fines levied by the Board of Directors for non-payment of Assessments or for non-compliance with the terms and provisions of this Declaration, the By-Laws or any rules or regulations created by the Board of Directors. The Association shall have the right to assess charges (herein referred to as "Limited Charges") against any one or more Lots in the event that the Association expends any sums in exercising its right to enforce any provision of this Declaration against the Lot(s) or Owner(s). No Owner may exempt himself from contributing toward these expenses by waiver of the use or enjoyment of the Community Facilities or by abandonment of the Lot owned by him or by setoff or counterclaim.

Section 8. Time of Payment. Except as otherwise provided in this Declaration, payment of Assessments by the Owner shall be made at the discretion of the Board of Directors; provided that all regular and special Assessments shall be declared by the Board of Directors and made due and payable on a regular basis. The failure of the Board of Directors to formally declare any regular Assessment shall result in the regular Assessment for the immediately preceding year being the regular Assessment applicable to and due and payable for the next year.

Section 9. Lien for Assessments; Confession of Judgment; Personal Obligation. All Assessments and Limited Charges chargeable to any Lot, including all fines, fees, charges, late charges, interest and costs of collection thereof (including attorneys' fees), and penalties levied for non-compliance with this Declaration, the By-Laws and any rules and regulations of the Association shall constitute a lien against the Lot in favor of the Association and shall also be the personal obligation of the Owner who was the Owner of the Lot at the time when the Assessment or Limited Charge became due. This lien shall be effective from and after the time the Assessment or Limited Charge becomes due and shall be evidenced by the recording in the public records of the county in which the Community is situate of a claim of lien stating the description of the Lot, the name of the record Owner and the date when the Assessment or Limited Charge became due. This claim

of lien shall include only those sums which are due and payable when the claim of lien is recorded and shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by the lien and payment of a preparation fee, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at his sole expense.

EACH LOT OWNER DOES HEREBY AUTHORIZE AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR IN ANY SUCH COURT FOR SUCH LOT OWNER, AT ANY TIME HEREFTER, AND TO CONFESS OR ENTER JUDGEMENT AGAINST LOT OWNER IN FAVOR OF THE ASSOCIATION FOR ANY ASSESSMENT AS MAY APPEAR TO BE UNPAID WITH COSTS OF SUIT, RELEASE OF ERRORS, WITHOUT STAY OF EXECUTION, AND LOT OWNER WAIVES AND RELEASES BENEFITS AND RELIEF FROM ANY AND ALL APPRAISEMENT, STAY OR EXEMPTION LAWS, HEREBY RATIFYING AND CONFIRMING ALL THAT SAID ATTORNEY MAY DO BY VIRTUE HEREOF. THIS CONFESSION OF JUDGMENT MAY BE EXERCISED AT OR FROM TIME TO TIME AND NEITHER ANY ONE EXERCISE HEREOF NOR ANY SUBSEQUENT EXERCISE HEREOF SHALL EXHAUST OR DESTROY THIS SAID RIGHT AND/OR THE AMOUNT DUE HEREUNDER.

Section 10. Effect of Non-Payment of Assessments. Any Assessment or installment thereof not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum or a higher rate permitted by law which the Board of Directors shall from time to time determine. The Board of Directors may assess fines, late charges and costs of collection (including attorneys' fees) in addition to the interest charged hereunder.

Section 11. Method of Enforcing Collection of Assessments. Any Assessment charged against a Lot, may be enforced by a lawsuit brought by the Board of Directors on behalf of the Association in an action at law or equity against the Owner personally obligated to pay the same, or by executing the lien described in Section 9 against the Lot, or both, and it may seek whatever other remedy is available at law or in equity. In addition, the Association shall have the right to revoke the rights of an Owner in the Association, including the right to vote; provided the Association shall provide written notice of this revocation and an opportunity for the defaulting Owner to be heard before the Board of Directors. The decision of the Board of Directors shall be final.

Section 12. Unpaid Assessment at the Time of Execution Sale Against a Lot. In the event that title to a Lot is transferred by sheriff's sale pursuant to execution upon any lien against the Lot, the Board of Directors may give notice in writing of any unpaid Assessment, which is a charge against the Lot but have not been reduced to a lien, to the sheriff and the sheriff shall pay the Assessment of which he has notice out of the proceeds of the sale which remain in his hands for distribution after payment of all other claims which he is required by law to pay, but prior to any

distribution of the balance to the former Owner against whom the execution issued. The purchaser at the sheriff's sale and the Lot involved, shall not be liable for unpaid Assessments, which became due prior to the sheriff's sale of the Lot. To protect its right to collect unpaid Assessments which are a charge against a Lot, the Board of Directors may, on behalf of the Owners, purchase the Lot at sheriff's sale; provided this action is authorized by the affirmative vote of a majority of the Board of Directors. If it does so purchase, the Board of Directors shall thereafter have the power to sell, convey, mortgage or lease the Lot to any person whatsoever.

Section 13. Transfer of a Lot. Upon the transfer of a Lot other than a transfer described in Section 12 of this Declaration, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and Limited Charges which are charges against the Lot as of the date of transfer. This joint and several liability shall be without prejudice to the right of the grantee to recover from the grantor in the amount of any unpaid Assessments provided, however, that any person who shall have entered into a written agreement to purchase a Lot shall be entitled to obtain a written statement from the Treasurer of the Association setting forth the amount of unpaid Assessments charged against the Lot, and if the statement does not reveal the full amount of the unpaid Assessments as of the date it is rendered, neither the purchaser nor the Lot after transfer thereof shall be liable for the payment of the amount in excess of the unpaid Assessments shown on the statement.

Section 14. Mortgage Foreclosure. If a Lot is acquired as a result of foreclosure or deed in lieu of foreclosure of a first lien mortgage, the acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or other charges by the Association pertaining to the Lot or chargeable to the former Owner which accrued prior to acquisition of title. The unpaid share of the charges shall be a Common Expense collectible from all Owners including the acquirer of the Lot by foreclosure.

Section 15. Declarant's Assessment Obligations. The Declarant and any transferee of the Declarant which acquires Lot(s) for the purpose of constructing and selling houses shall not be liable for any charges or Assessments levied by the Association against Lots owned by the Declarant or such transferee.

Section 16. Owners' Negligence. Each Owner shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the Community Facilities damaged by such Owner's act, omission or negligence or by the act, omission or negligence of its tenants, agents or guests promptly upon receipt of the Association's statement therefor.

Section 17. Surplus Funds. Any Common Surplus of the Association remaining after payment of or provision for Common Expenses and any payment of reserves may be used by the Association as determined by the Board of Directors and, to the extent not used, may be credited to the Owners to reduce their future Assessments.

Section 18. Transfer of Lots. An Owner may transfer all of his ownership in the Lot (which must include his membership in the Association) at any time to any other person, and it shall not be necessary to secure the prior consent of the Association, Board of Directors or any other Owner.

Section 19. Mandatory Disclosure to Lot Purchaser.

(a) An Owner who sells his Lot shall provide his purchaser, at the Owner's expense, a current copy of this Declaration, the By-Laws, all rules and regulations promulgated by the Association, any amendments to the foregoing and any other covenants, conditions or restrictions and related documents (the "Applicable Documents") which may apply to the Lot. Within fifteen (15) business days of receiving a request for copies of the Applicable Documents from the Owner, the Association shall furnish to the Owner copies of the Applicable Documents to provide to the purchaser. Within thirty (30) business days after the execution of an agreement for the sale of the Lot by the Owner, the Owner shall submit to the Association a certificate signed by the purchaser which certifies that the purchaser has received copies of the Applicable Documents.

(b) Upon the sale of a Lot, the selling Owner shall furnish to the purchaser a certificate issued by the Association, no later than forty-eight (48) hours prior to the transfer of ownership, containing the following information:

(i) a statement of the current Assessments and Limited Charges payable and any past due Assessments and Limited Charges due and payable from the selling Owner;

(ii) a statement of any other fees payable by the selling Owner;

(iii) a statement of any special Assessments for capital expenditures currently proposed or adopted by the Association for the current and next two succeeding fiscal years, if these have been determined;

(iv) a statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any specified project;

(v) a copy of the most recent regularly prepared balance sheet and income and expense statement, if any, of the Association; and

(vi) a copy of the current operating budget of the Association.

The Association shall fully cooperate in the preparation of this information certificate to a selling Owner within fifteen (15) days after it is requested in writing by the Owner. An Owner providing this certificate to a purchaser is not liable to the purchaser for any erroneous information provided by the Association and included in the certificate. A purchaser shall not be liable for any unpaid Assessments greater than those set forth in the certificate. The Association shall have the power to assess the reasonable cost of the preparation of the certificate to the selling Owner and require payment thereof prior to the delivery of the certificate to the selling Owner.

Section 20. Use Restrictions. The following restrictions shall apply to each Lot in the Community, which restrictions may not be amended or revoked without Declarant's consent until such time as Declarant conveys the last Lot in the Community owned by Declarant:

(a) Residential Purposes. The Lots shall be used for residential purposes only; provided, however, that Declarant and any successor or assign holding title to a Lot for the purposes of home building, shall have the right to maintain construction or sales offices, signs, specialty fencing, specialty lighting and other displays, and to otherwise use any Lot for the purposes of construction and sales of Lots in the Community, for so long as Declarant or its successor or assign holds title to the Lot.

(b) No Nuisances. No noxious or offensive activity shall be carried on upon a Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No trash, garbage, metal, scrap or other waste may be placed or stored upon a Lot, except in approved sanitary containers which may be placed outside only on scheduled collection days.

(c) No Trailers, Clotheslines, etc. No trailer, boat, camper, commercial vehicle, unlicensed vehicle or clothesline or any apparatus designed for the purpose of drying clothing may be placed, constructed or stored on a Lot at any time, either temporarily or permanently.

(d) No Livestock and Poultry. No livestock, including, without limitation, horses, poultry or reptiles of any kind shall be kept or bred on any Lot, with the exception of Lot 54 which will

be allowed to have horses, the number of which shall be determined in accordance with Township regulations.

(e) No Signs. No signs of any kind shall be displayed to the public view on any Lot or inside the dwelling including, but not limited to, real estate "For Sale" or "For Rent" signs. Notwithstanding the foregoing or any other terms of this Declaration, the restriction against "For Sale" and "For Rent" signs shall terminate upon the conveyance of the last Lot owned by Declarant in the Community.

(f) Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved in Section 6 and on the Plan. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may obstruct, redirect or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Declarant shall have the right and privilege to enter upon the Property and any lot at anytime to (i) correct any violations of ordinances including set back requirements or other construction related matters, (ii) change the grade of the ground and/or install or change drainage control devices so as to alleviate any possible drainage or run-off problems, and (iii) to repair, maintain or replace any entrance monuments, community signage or associated landscaping.

Drainage swales which have been constructed to facilitate the drainage of one or more adjoining building lots shall have no structures or planting thereon. Modifications to the grade of any swale are prohibited. The drainage swale shall be maintained continuously by the owner of the lot.

(g) Fences, Pools, Tennis Courts, Storage Buildings, Additions. No Owner shall erect or permit to be erected on any Lot any fence, in-ground pool, tennis court or other outdoor game court, storage shed or other exterior building, addition or improvement, nor shall any Owner erect or plant any fences, hedges or mass plantings of any type in front of the front wall line of the dwelling, without the prior written consent and design approval of Declarant until such time as Declarant no longer owns a Lot in the Community, and thereafter without the prior written consent of the Board of Directors. Under no circumstances may any above-ground pools be erected or maintained at any time. Each Owner shall act to insure that the Property and each Lot remain open to light and air. As an example, no stockade fence or similar fence that blocks one's view or any other structure that will in any way prohibit free view of the Property will be permitted. The grading

of any Lot shall not be changed in any manner that will cause an adverse effect on any adjacent Lots.

(h) Sight Distances at Intersections. No wall or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within the distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines. In the event any applicable law, ordinance or regulation imposes a more restrictive requirement for maintaining site distances at intersections, then the more restrictive requirement shall govern.

(i) No Television and Radio Towers or Antenna. Except as hereafter provided, no radio, television or other tower, pole, antenna or similar structure shall be erected on any part of any Lot or dwelling, including but not limited to radio or television mast antennas. A satellite dish not greater than two feet (2') in diameter may be installed on the Lot provided that they are not installed on the front of any house.

Section 21. Compliance and Default.

(a) The Board of Directors shall have the power to adopt, amend and enforce compliance with any reasonable rules and regulations relative to the operation, use and occupancy of the Lots and the Community Facilities consistent with the provisions of this Declaration. Any rules and regulations adopted or amended by a resolution duly approved by the Board of Directors in accordance with the By-Laws shall be binding upon all Owners and occupants of Lots.

(b) Failure of an Owner to comply with any provision of this Declaration or the By-Laws or any rules and regulations adopted pursuant thereto shall entitle the Association or any aggrieved Owner to the remedies provided in this Declaration and also to the following relief, none of which shall be exclusive of any other remedies:

(i) Suits: Failure to comply with the terms of this Declaration, the By-Laws and any rules and regulations adopted pursuant thereto, as they may be amended from time to time, shall entitle the Association or any aggrieved Owner to sue for the recovery of damages or for injunctive relief, or both. The relief shall not be exclusive of other remedies provided by law.

(ii) Costs and Attorneys' Fees: In any proceeding arising because of an alleged failure of an Owner to comply with the terms of this Declaration, the By-Laws and any rules and regulations adopted pursuant thereto, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees; provided, however, that no costs or attorneys' fees may be recovered against the Board of Directors in any action unless the court shall first expressly find that the Board of Directors acted in bad faith.

(iii) No Waiver of Rights: The failure of the Declarant, or the Board of Directors, or any Owner to enforce any covenant, restriction or other provision of this Declaration, the By-Laws or any rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

Section 22. Complaint and Hearing Procedure; Actions by Owners. No Owner or occupant shall have the right to object, challenge or commence any suit at law or in equity or take any other action under any act, power or authority now in force or hereafter to be enacted except after following procedures established by the Board of Directors by rule or regulation consistent with the provisions of the By-Laws.

Section 23. Amendments.

(a) Subject to the other provisions of this Declaration relative to amendment and Upper Makefield Township approval, this Declaration may be amended in the following manner:

(i) Before Any Conveyances: Prior to the transfer of any Lot by the Declarant to an ultimate Owner, the Declarant may amend this Declaration in any legal fashion which the Declarant may deem appropriate. After the first transfer of title, the terms of the following Subsection shall apply.

(ii) By Resolution: An amendment may be proposed by either the Board of Directors or by at least twenty percent (20%) of either class of Members. No proposed amendment shall be effective unless it has been adopted by the affirmative vote or written agreement of at least fifty-one percent (51%) of the Members. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered, and shall be served upon all Owners in the manner hereinafter provided for service of notices.

(b) No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers or options of the Declarant unless the Declarant shall join in the execution of the amendment. As long as the Declarant owns any

portion of the Property, the Declarant may amend this Declaration or the By-Laws in any manner which the Declarant believes either is necessary or desirable for the development, marketing, administration or operation of the Property and will not materially adversely affect these Owners.

(c) A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the officers of the Association with the formalities of a deed. The amendment of the Declaration shall be effective when the certificate and copy of the amendment are recorded.

(d) If any amendment of this Declaration or the By-Laws is necessary in the judgment of the Board of Directors to change, correct or supplement anything appearing or failing to appear therein which is incorrect, defective or inconsistent with anything in either this Declaration or the By-Laws, or if an amendment is necessary to conform to the requirements of FNMA, FHLMC, HUD or VA or other institutional purchasers, guarantors or insurers of first mortgage liens with respect to the Community or to the requirements of the municipality in which the Property is located, the Board of Directors may at any time and from time to time effect an appropriate corrective amendment without the approval of the Owners upon receipt by the Board of Directors of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

Section 24. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term not to exceed twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated, with Upper Makefield Township approval and at least six (6) months before the commencement of any extension, by a vote of not less than sixty percent (60%) of the Members, evidence of which shall be recorded.

Section 25. By Unanimous Agreement. This Declaration may be terminated at any time by the unanimous agreement, in writing, in the form of a Deed of Revocation, executed by all of the Owners and all holders of mortgages or judgment or other liens affecting the Lots. This Deed of Revocation shall become effective upon being recorded.

Section 26. Notice. All notices required to be served upon Owners pursuant to this Declaration or the By-Laws shall be sufficient if delivered to the Lot or mailed to the Owner at the Lot mailing address by regular mail and if delivered or mailed to the Declarant at the business office of the Declarant. The effective date of a notice shall be the date of delivery to the Lot or the Declarant's business office in the case of actual delivery

and a date five (5) days after deposit in the mail in the case of notice sent by mail.

Section 27. Severability. If any provisions of this Declaration are determined to be invalid, that determination shall not affect the validity or effect of the remaining provisions hereof, the By-Laws or any rules and regulations, all of which shall continue in effect as if the invalid provisions had not been included herein.

Section 28. Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

Section 29. Effective Date. This Declaration shall become effective when it has been duly entered of record.

Section 30. Binding. This Declaration shall inure to the benefit of and shall be binding on the Declarant's successors and assigns.

IN WITNESS WHEREOF, the Declarant has set its hand and seal the day and year first written above.

RIVER CROSSING, L.P.

a Pennsylvania limited partnership

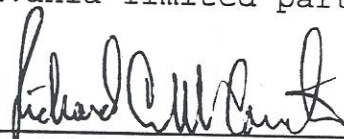
Attest:



Name: C.E. Moscony
Title: Assistant Secretary

[Corporate Seal]

By:



Name: Richard C. McCormick
Title: Vice President


COMMONWEALTH OF PENNSYLVANIA

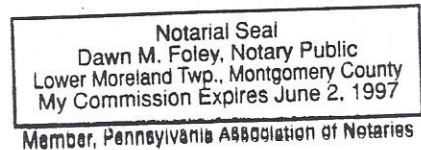
:SS.

COUNTY OF MONTGOMERY

On this, this 28th day of October, 1996 before me, a notary public, personally appeared RICHARD C. McCORMICK who acknowledged himself to be the VICE PRESIDENT of Toll PA GP Corp., a corporation, general partner of RIVER CROSSING, L.P., and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as VICE PRESIDENT.

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


Notary Public



**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
RIVER CROSSING**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIVER CROSSING (this "First Amendment") made this 9TH day of July 1998 by RIVER CROSSING, L.P., a Pennsylvania limited partnership, acting as the Declarant and as the majority Member of the RIVER CROSSING COMMUNITY ASSOCIATION.

WHEREAS, by Declaration of Covenants, Conditions and Restrictions dated October 28, 1996 (the "Declaration") recorded in the Recorder's Office of Bucks County on November 8, 1996, in Volume 1314, Page 412, Declarant submitted the Property described on Exhibit "A" thereto and hereto to the terms, conditions and provisions of the Declaration; and

WHEREAS, Section 23 of the Declaration sets forth the ability of the Association to amend the Declaration by an affirmative vote of at least fifty-one percent (51%) of the Members of the Association; and

WHEREAS, on July 9TH, 1998, a vote of the Association was held in which more than fifty-one percent (51%) of the Members affirmed the Amendments to the Declaration set forth herein.

NOW WITNESSETH, that the Declaration is hereby amended as follows:

1. Notwithstanding anything else set forth in the Declaration, the following exceptions to Section 20 of the Declaration shall apply only to Lot 54 of the Community; also known as 66 Woodside Lane, on which is situated an existing farmhouse:

A. The Owner of Lot 54 shall have the right to place, maintain and store on Lot 54 a trailer designed and constructed for the purpose of transporting horses. The capacity of such trailer shall not exceed four (4) horses. The Owner of Lot 54 shall store the horse trailer in a place reasonably inconspicuous from any streets or other homes in the Community.

B. The Owner of Lot 54 shall have the right to post signage on trees along the property boundaries indicated on the attached Exhibit "B." Such signage shall conform to all applicable ordinances of Upper Makefield Township, and in no event shall any sign be located closer than twenty (20) linear feet from any other sign. Furthermore, the Owner of Lot 54 shall have the right to post no more than four (4) signs on the barn structure. The signs permitted hereby shall read "Private

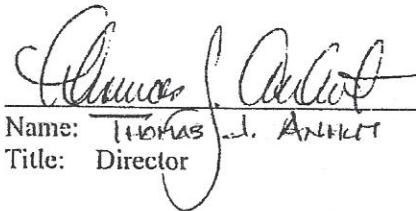
Property," "No Trespassing," "Danger/Warning," or other similar message of privacy provided that no sign shall exceed the lesser of twelve inches (12") by eighteen inches (18") or the maximum size allowed by applicable Township Ordinance.

C. The Owner of Lot 54 shall have the right to install and maintain split rail fencing along all perimeter boundaries of Lot 54, and shall have the right to maintain within the perimeter fencing a horse paddock or corral of split rail fencing (up to but not in excess of three (3) rails high), which paddock or corral shall have approximate dimensions of one hundred fifty (150) feet in length and eighty (80) feet in width, or smaller and shall be set back at least ten (10) feet from the perimeter fence. The horse paddock or corral may include electrified wiring which shall comply with industry and township standards.

2. All capitalized terms used in this First Amendment shall have the meanings given them herein or in the Declaration. The Declaration shall remain in full force and effect without modification except as expressly set forth herein.

IN WITNESS WHEREOF, Declarant and the Association have set their hands and seals the day and year first written above.

By:

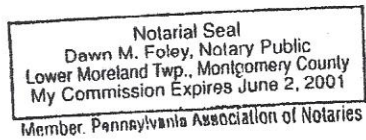
 (SEAL)
Name: THOMAS J. ANNET
Title: Director

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Montgomery : SS.

On this, this 9th day of July, before me, a notary public, personally appeared Thomas F. Ashels who acknowledged himself to be the Secretary of RIVER CROSSING COMMUNITY ASSOCIATION, a corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Secretary.

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

Dawn M. Foley
Notary Public



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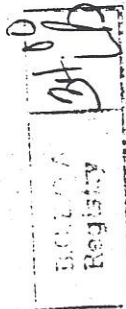
007022-055



007022-056



007022-057



Handwritten notes:
1. 11/11/80
2. 11/11/80

THE DEPARTMENT OF DEFENSE
HQS AFMAG 3001A

11/11/80

Handwritten:
1. 11/11/80
2. 11/11/80

BK1314 P00435

EASTERN STATES ENGINEERING, INC.

449 SOUTH PENNSYLVANIA AVENUE
MORRISVILLE, PENNSYLVANIA 1906
(215) 736-022
FAX (215) 736-977

August 7, 1996

DESCRIPTION OF PROPERTY

KAUFFMAN TRACT

All that certain lot or parcel of land situated in the Township of Upper Makefield, County of Bucks, and Commonwealth of Pennsylvania, being known as Kauffman Tract as shown on a plan entitled "Record Plan, Final Plan Kauffman Tract" prepared by Eastern States Engineering, Inc., Morrisville, Pennsylvania, dated April 13, 1995, last revised July 1, 1996; bound and described as follows:

Beginning at a point on the title line of River Road S.R. 0032, a corner of lands now or formerly James L. and Nancy L. Kritzer, Tax Map Parcel 47-7-23 and running; thence

1. Along said lands of Kritzer South 78 degrees, 52 minutes, 05 seconds West, 305.22 feet to a point, said point being a concrete monument found; thence
2. Continuing along said lands South 21 degrees, 37 minutes, 20 seconds East, 317.40 feet to a point in line of lands now or formerly Geopedior Associates, Tax Map Parcel 47-7-27; thence
3. Along said lands and along Tax Map Parcel 47-7-27-2 South 56 degrees, 22 minutes, 56 seconds West, 829.89 feet to a point; thence
4. Continuing along Tax Map Parcel 47-7-27-2, lands now or formerly Geopedior Associates South 14 degrees, 39 minutes, 33 seconds West, 616.99 feet to a point, said point being a concrete monument found; thence
5. Continuing along Tax Map Parcel 47-7-27-2 South 86 degrees, 26 minutes, 36 seconds West, 3,364.11 feet to a point; thence
6. Along the same South 03 degrees, 35 minutes, 44 seconds East, 144.66 feet to a point, a corner of lands now or formerly Eagle Road Realty, Inc., Tax Map Parcel 47-7-9; thence
7. Along said lands South 83 degrees, 13 minutes, 20 seconds West, 596.89 feet to a point, a corner of lands now or formerly Lewis William and Marjory Hirsh, Tax Map Parcel 47-7-11-4; thence
8. Along said lands North 04 degrees, 44 minutes, 23 seconds West, 583.11 feet to a point in line of lands now or formerly William T. and De Spiropoulos, Tax Map Parcel 47-7-14-4; thence
9. Along said lands North 86 degrees, 30 minutes, 43 seconds East, 605.42 feet to a point; thence

EX 314 PG 0431

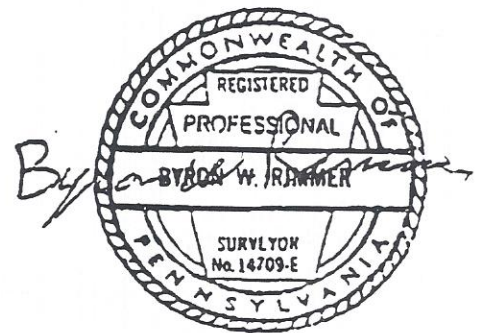
Kauffman Tract
August 7, 1996
Page 2

10. Continuing along said lands and along lands now or formerly Albert J., Jr. and Nancy Rieger, Tax Map Parcel 47-7-14-3, lands now or formerly Mark D. and Sharon Worthington, Tax Map Parcel 47-7-14-2, lands now or formerly James A. and Jean M. Warner, Tax Map Parcel 47-7-14, North 03 degrees, 06 minutes, 09 seconds West, 1,764.19 feet to a point in line of Bowman's Tower Farm; thence
11. Along Bowman's Tower Farm and along lands of Upper Makefield Township North 84 degrees, 38 minutes, 21 seconds East, 3,666.61 feet to a point on the title line of River Road; thence
12. Along the title line South 44 degrees, 04 minutes, 07 seconds East, 1,236.22 feet to the first mentioned point and place of beginning.

Containing: 207.94 acres of land, more or less.

Description prepared by Eastern States Engineering, Inc.,
Morrisville, Pennsylvania 19067.

Being Parcel Number: 47-7-22 and Parcel Number: 47-7-10



0841G.KT

3K1314 PC0433

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF RIVER CROSSING COMMUNITY ASSOCIATION**

ON this Fifth day of February, 2002, the members of River Crossing Community Association have duly adopted this Amendment to Section 20, entitled "Use Restrictions. (g) Fences, Pools, Tennis Courts, Storage Buildings, and Additions.", as follows:

(1) No owner shall erect a fence, storage shed, or exterior building on their lot except under the circumstances described herein. First, a fence will be permitted around an in-ground pool subject to compliance with local ordinances and written consent and design approval from the Board of Directors. A fence may be permitted where an owner's lot is adjacent to property which is not part of the River Crossing Community Association subject to prior written consent and design approval of the Board of Directors. The Board of Directors may delegate the design approval to a committee of not less than three (3) Members appointed by the Board;

(2) Section 20, entitled "Use Restrictions. (g) Fences, Pools, Tennis Courts, Storage Buildings, and Additions.", as set forth in the original Declaration of Covenants, Conditions, and Restrictions shall remain in full force and effect except as specifically modified hereinabove.

It is hereby certified that this Amendment to Declaration of Covenants, Conditions, and Restrictions was adopted by an affirmative vote of at least fifty-one percent (51%) of the members after notice was provided to the Membership and a vote was taken in accordance with Section 23 of the Declaration of Covenants, Conditions, and Restrictions of our Community Association.

Dated: 7-16-2002

Debbie Coonelly
Secretary