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MEADOW RIDGE  
AT ROCKY MEADOWS  
DECLARATION  
OF  
COVENANTS, RESTRICTIONS AND EASEMENTS

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LAND RECORDED BOOK 20  
PAGE 1783

DECLARATION  
OF  
COVENANTS, RESTRICTIONS AND EASEMENTS

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DECLARATION  
OF  
COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (the "Declaration") is made this 25<sup>th</sup> day of January, 1988, by MEADOW RIDGE, INC., a Pennsylvania corporation with offices at 1301 Bethlehem Pike, Ambler, Pennsylvania ("Developer").

RECITALS

A. Developer is the owner of certain real property located in New Britain Township, Bucks County, Pennsylvania, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Phase 2 Property"), and Developer desires to create thereon the first phase of a residential planned community. The Phase 2 Property is phase 2 of a planned residential development that is known as Rocky Meadows ("Rocky Meadows") and that was approved by New Britain Township as shown on the "Plan", which is hereinafter defined.

B. Developer has an option to purchase certain other real property located adjacent to the Phase 2 Property, which is known as "Phase 3" of Rocky Meadows, is owned by Rocky Meadows Limited, a Pennsylvania corporation, and is more particularly described in Exhibit "B" hereto.

C. In an effort to enhance the natural amenities of such property, and to create and maintain thereon a residential planned community of architectural, aesthetic and environmental distinction, harmoniously developed and maintained, Developer desires to subject the Phase 2 Property, together with such additional property as may be hereafter annexed thereto (as provided in Article II hereof), to the covenants, restrictions, easements, charges and liens hereinafter set forth.

D. To provide a means for meeting the purposes and intents herein set forth, and the intents and requirements of the Township of New Britain, Developer has incorporated under the laws of the Commonwealth of Pennsylvania the Meadow Ridge Homeowners Association.

NOW, THEREFORE, this Declaration witnesses as follows:

## ARTICLE I

### DEFINITIONS

Certain terms when used in this Declaration shall have the meanings set forth in the context hereof. The following terms when used in this Declaration shall have the respective meanings set forth below:

1.1. "Architectural Control Committee." The Architectural Control Committee created, or hereafter to be created, pursuant to the provisions of Article VI hereof.

1.2. "Association." The Meadow Ridge Homeowners Association, and its successors and assigns.

1.3. "Board of Directors." The Board of Directors of the Association.

1.4. "Book of Resolutions." The document containing rules and regulations and policies of the Association, as amended from time to time.

1.5. "Common Area." All common open space and improvements thereon owned by the Association for the common use and enjoyment of the Members (as defined in Section 3.2 hereof), as shown on the recorded Plan.

1.6. "Declaration." The covenants, conditions, and restrictions and all other provisions herein set forth in this entire document, as amended from time to time.

1.7. "Developer." Meadow Ridge, Inc., a Pennsylvania corporation, and any successor or assignee of its entire interest hereunder (including, without limitation, successors to its interests by reason of foreclosure or acceptance of a deed or by other proceeding in lieu of foreclosure).

1.8. "Federal Mortgage Agencies." Any Federal Agencies or Federally chartered bodies which insure, guarantee, purchase or facilitate sales and purchases of mortgages on the secondary mortgage market, such as the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, or successors to their interests.

1.9. "Founding Documents." The Articles of Incorporation of the Association, the Association Bylaws, this

Declaration and the Plan, all as initially drawn by the Developer and filed and recorded as the case may be, and all as may be amended from time to time.

1.10. "Governing Documents." Collectively and severally, the Founding Documents and the Book of Resolutions, as such may be amended from time to time.

1.11. "Greens." Those areas of a Lot which are not covered by a building.

1.12. "Lot." Each parcel of ground located within the Properties, numerically designated on the Plan, the precise description of which is confirmed by the deed of conveyance to an Owner who is not the Developer, together with any building, structures and other improvements now or from time to time hereafter constructed thereon.

1.13. "Notice." Written notice delivered personally or mailed to the last known address of the intended recipient.

1.14. "Owner." Collectively, the record holder of the fee simple title to any Lot, whether one or more persons or entities, including, without limitation, the Developer, and contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.15. "Plan." Collectively, the "Final Plans of Rocky Meadows Planned Residential Development, Phase 2" dated December 21, 1977, last revised December 1, 1987, as such may be amended from time to time, with respect to the Properties.

1.16. "Properties." The real property situate in New Britain Township, Bucks County, Pennsylvania, more particularly described in Exhibit "A" hereto, and all additions thereto as are subjected to this Declaration or any Supplementary Declaration under the provisions of Article II hereof.

1.17. "Supplementary Declaration." Any declaration of covenants, restrictions and easements recorded by Developer which extends the provisions of this Declaration to any additional real property described in Exhibit "B" hereto, or any portion thereof, and containing such complementary provisions for such additional real property as are herein required by this Declaration.

1.18. "Township." The Township of New Britain.

## ARTICLE II

### DECLARATION; PERSONS BOUND

2.1. Declaration. Developer, for itself, its successors and assigns, hereby declares and each Owner of any Lot by acceptance of a deed therefor whether or not it shall be so expressed in such deed is deemed to covenant and agree, that the property described in Exhibit "A" hereto is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the rights, covenants, articles, obligations, restrictions, conditions, duties, benefits, easements, regulations and other provisions created, declared and contained in this Declaration.

### 2.2. Annexation of Additional Property.

(a) Developer shall have the right, from time to time and without the consent of the Owners or the Association, to subject to the provisions of this Declaration all or any portion of the real property described in Exhibit "B" hereto, by the execution and recording of a Supplementary Declaration describing that portion of such real property, containing an appropriate reference to this Declaration, and by the conveyance of any portion thereof intended to be Common Area to the Association. Upon the recording of such Supplementary Declaration, the provisions of this Declaration shall extend to and become applicable to the real property described in such Supplementary Declaration and shall extend the jurisdiction of the Association, membership rights and obligations therein and such other rights and obligations as are established by this Declaration, in all respects. Notwithstanding the foregoing provisions of this Section 2.2, Developer shall not have any obligation to subject all or any portion of the real property from time to time owned by it and described in Exhibit "B" hereto (other than such portion, if any, as is described in Exhibit "A" hereto) to the provisions of this Declaration, and Developer shall have the right to develop any such property not subjected to the provisions of this Declaration (or withdrawn from the provisions of this Declaration pursuant to the provisions of Section 2.3 hereof) in any manner which it may elect or not at all.

(b) In the event Developer does not exercise its option to purchase the Phase 3 Property, Rocky Meadows Limited, or its successors or assigns, shall succeed automatically, and without further documentation, to the rights of Developer under this Declaration, and in particular, Section 2.2 hereof.

2.3. Withdrawal of Property. Developer shall have the right, from time to time, to withdraw from the provisions of this Declaration those portions of the Properties, or any smaller portions thereof submitted to the provisions of this Declaration, by the securing of any final Township approval which may be required in connection therewith and by the recording of an instrument describing that portion of the Properties sought to be withdrawn from the provisions of this Declaration, containing an appropriate reference to this Declaration and executed on behalf of the Association by any two officers of the Association after approval by not less than two-thirds (2/3) of each class of vote, and by the recording of a Deed re-conveying any portion thereof owned by the Association executed on behalf of the Association by any two officers of the Association after approval by not less than two-thirds (2/3) of each class of vote. Upon the recording of such instrument, the provisions of this Declaration shall no longer apply to the property described in such instrument and the jurisdiction of the Association, membership rights and obligations therein and such other rights and obligations as are established by this Declaration shall no longer extend thereto, in any respect; provided, however, that no withdrawal of property from the provisions of this Declaration or re-conveyance as authorized by the provisions of this Section 2.3 shall relieve Developer from liability for unpaid assessments thereon accruing prior to the date of the recording of such instrument, nor shall the lien for such assessments be in any way diminished in effect. Thereafter, Developer shall have the right to develop such property withdrawn from the provisions of this Declaration in any manner which it may elect or not at all.

### ARTICLE III

#### THE ASSOCIATION

3.1. Organization. The Association is a nonprofit, nonstock corporation organized and existing under the laws of this state and charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time, provided no Governing Documents other than this Declaration shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

#### 3.2. Membership.

(a) Definition. Every Owner of a Lot shall be a Member (hereinafter "Member") of the Association. Membership shall be appurtenant to ownership and shall run with the Lot

giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except as provided in the Governing Documents.

(b) Members' Rights and Duties. Each Member shall have the rights, duties and obligations set forth in the Governing Documents.

(c) Voting Rights. The Association shall have two classes of voting membership:

(1) CLASS A. Class A Members shall be the Owners of Lots but shall not include the Developer unless and until the Class B membership has ceased and has been converted to Class A membership as hereinafter provided.

(2) CLASS B. The Class B Member shall be the Developer. The Class B membership shall cease and be converted to Class A membership on the earlier to occur of the following:

(i) the date when Developer is not holding any Lots for sale in the ordinary course of business, or

(ii) the date Developer elects to terminate the Class B membership by Notice to the Association of its intention to do so.

(d) Exercise of Vote. Unless otherwise stated herein, each Member, whether Class A or Class B, shall have one vote per Lot owned. The vote for any membership which is held by more than one person may be exercised by any one of them, unless any objection or protest by any holder of such membership is made prior to the completion of a vote, in which case the vote for such membership shall not be counted.

### 3.3. The Board of Directors.

(a) Composition. Until the time of the first annual meeting, the Board of Directors shall be composed of such persons as the Class B Member shall, from time to time, appoint. Beginning at the time of the first annual meeting, and for so long as the Class B membership exists, the Class B Member shall have the right to elect a majority of the directors. The remaining directors shall be selected as provided in the Bylaws.

(b) Extent of Power.

(1) The Board of Directors shall have all powers for the conduct of the affairs of the Association which are established by law or the Founding Documents which are not specifically reserved to Members or the Developer by said Documents. Such powers of the Board of Directors shall include, without limitation, the power to levy assessments in the manner provided in Article IV and Section 5.7 hereof, and to establish and enforce reasonable rules and regulations for the use of the Properties.

(2) The Board of Directors shall exercise its power in accordance with the Governing Documents.

ARTICLE IV

COVENANT FOR ASSESSMENTS

4.1. Creation of the Lien and Personal Obligation for Assessments. Developer hereby covenants, and each Owner of any Lot by acceptance of a deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following: (1) annual general assessments or charges on such Lots as are or become subject thereto as provided in subsection 4.2(b)(1) hereof, (2) special assessments as established by this Declaration, (3) exterior maintenance assessments or charges as provided in Section 4.6 hereof, and (4) such other assessments as are established by this Declaration. All such assessments shall be established and collected as herein provided. All such assessments, together with interest thereon, costs of collection thereof and reasonable attorneys' fees as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon, costs of collection thereof and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

4.2. General Assessment.

(a) Purpose of Assessment. The general assessment shall be used exclusively for the operation of the Association and the execution of its responsibilities, including, without limitation, the payment of taxes, insurance premiums, the costs of Trash collection and disposal (as defined in Section 8.1 hereof), and of maintenance of the Common Area, the Greens and

the Storm Water Management Facilities, administrative expenses, and the establishment of reserves for deferred maintenance.

(b) Basis for Assessment. The basis for general assessment shall be as follows:

(1) The following Lots shall be subject to the general assessment:

(i) Each Lot which has been conveyed to an Owner other than Developer; and

(ii) Each Lot owned by the Developer on which there has been constructed a dwelling unit which is certified for occupancy by the applicable public authority, and which is occupied by a person intending to use the same for a dwelling pursuant to a lease or other right of possession.

(2) Each Lot subject to the general assessment shall be assessed an amount obtained by dividing the aggregate amount of the general assessment by the number of Lots subject to the general assessment.

(c) Method of Assessment. The Board of Directors shall fix the annual general assessment upon the basis provided above at least thirty (30) days in advance of each annual assessment period. Notice of the annual general assessment shall be sent to every Owner subject thereto. The Board of Directors shall set the date or dates such assessment shall become due.

4.3. Special Assessments. In addition to the annual general assessments authorized above, the Board of Directors may levy against all Lots a special assessment, upon the basis provided in Section 4.5 below, for the purpose of defraying, in whole or in part, the cost of any item not provided for by a general assessment, including, but not limited to, the construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and the cost to abate promptly a nuisance on the Common Area and/or to correct and remedy any violation of any ordinance or regulation of the Township occurring on the Common Area. Notice thereof shall be sent to every Owner. The Board of Directors shall set the date or dates such assessments shall become due.

4.4. Date of Commencement of Annual Assessments. The annual general assessments provided for herein shall commence on

the day of the conveyance of the first Lot to an Owner other than the Developer. The initial annual general assessment on any Lot subject to assessment shall be adjusted according to the number of days remaining in the fiscal year.

4.5. Basis of Special Assessments. When a special assessment is imposed pursuant to Section 4.3 hereof, all Lots shall be subject thereto, each Lot to be assessed an amount obtained by dividing the aggregate amount of the special assessment by the number of Lots subject thereto.

4.6. Exterior Maintenance Assessments. In addition to the annual general assessment and special assessment for capital improvement authorized above, the Board of Directors may levy on any and all Lots an exterior maintenance assessment for the purposes and upon the basis provided in this Section 4.06.

(a) Purpose of Assessment. The exterior maintenance assessment shall be used exclusively for the maintenance of each Lot and of the exterior of the buildings constructed thereon, including, without limitation, the painting, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, sidewalks and driveways, but not including glass surfaces. Notwithstanding the foregoing, each Owner shall be responsible for the maintenance and repair of any structures, trees or shrubbery installed by such Owner as permitted or approved under Article VI hereof. In addition, each Owner shall be responsible for snow and ice removal from all driveways and walkways located on the Lot of such Owner.

(b) Basis of Assessment.

(1) Each Lot which is subject to the general assessment shall be subject to the exterior maintenance assessment, commencing on the day such Lot became subject to the general assessment, adjusted according to the number of days remaining in the appropriate exterior maintenance assessment period.

(2) Such exterior maintenance assessment shall be fixed at the least thirty (30) days in advance of each exterior maintenance assessment period, and notice thereof shall be sent to every Owner subject thereto. The Board of Directors shall set the date or dates such assessment shall become due.

(3) The Board of Directors shall have the power to establish reasonable classification of Lots for the

purpose of apportioning the exterior maintenance assessments among the Lots subject thereto to reasonably reflect differences in maintenance costs of each such classification.

(c) Access. For the purpose of performing the maintenance authorized by this Section 4.6, the Association, through its duly authorized agents and employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

(d) Restoration Following Casualty or Wilful or Negligent Acts. Each Owner shall fully restore his property following a casualty or damage caused by negligent or wilful acts. In the event an Owner fails promptly so to restore, the Board of Directors, on behalf of the Association shall have the right to do so, the cost thereof to become a special assessment upon the Lot of such Owner.

4.7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date may upon resolution of the Board of Directors bear late fees and charges, and alternatively or additionally, interest from the due date, in amounts and at a rate to be set by the Board of Directors for each assessment period. The Association may bring an action at law against the Owner personally obligated to pay the same or an action to foreclose the lien against his Lot and there shall be added to the amount due the cost of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the amount due as herein provided and reasonable attorneys fees to be fixed by the court together with costs of the action. If the Board of Directors has provided for collection of assessments in installments, upon default in the payment of any one or more installments, the Board of Directors may accelerate payment and declare the entire balance of said assessment due and payable in full. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Similarly, an Owner's liability for any assessments shall not be abated nor reduced by reason of any interruption in his right of occupancy of his Lot or use of the Common Area, the benefits hereunder or for any other reason whatsoever.

4.8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to such assessment. Sale or transfer of any Lot shall not affect the

assessment lien. However, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage lien or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, but shall not relieve the transferrer of personal liability therefor. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

4.9. Annual Budget. By a majority vote of the directors, the Board of Directors shall adopt an annual operating and capital budget for the subsequent fiscal year.

4.10. Certificates. The Association shall upon demand at any time furnish to any Owner at a reasonable charge a certificate in writing signed by an officer of the Association, setting forth whether all assessments then due by said Owner have been paid to date or listing the amounts (including interest) then due. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

## ARTICLE V

### COMMON AREA

5.1. Obligations of the Association. The Association, acting through its Board of Directors, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the management, maintenance and control, for the benefit of the Owners, of the Common Area and all facilities and improvements thereon (including, without limitation, maintaining the Storm Water Management Facilities and landscaping, grass cutting, snow removal, repair and replacement of roads and parking areas within the Common Area and furnishing any equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

5.2. Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot and every Owner shall have a right of enjoyment to the Common Area.

5.3. Extent of Members' Easements. Each Owner's easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Board of Directors to establish reasonable admission and other fees for the use of facilities erected within the Common Area.

(b) The right of the Association, by an instrument executed on behalf of the Association by any two officers of the Association after approval by not less than two-thirds (2/3) of each class of vote, to mortgage any of the Common Area and facilities and improvements erected thereon.

(c) The right of the Association, by an instrument executed on behalf of the Association by any two officers of the Association after approval by not less than two-thirds (2/3) of each class of vote, to dedicate, convey or transfer all or any part of the Common Area and any facilities or improvements now or hereafter erected or installed upon the Common Area, and to grant easements over, under and through all or any part of the Common Area.

(d) The right of the Board of Directors to regulate the use of portions of the Common Area for the benefit of Owners.

(e) Other easements provided herein.

5.4. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Area and facilities and easement for vehicular traffic to the members of his family, his tenants or contract purchasers residing on a Lot owned by him, and to his guests, subject to such general regulations as may be established from time to time by the Board of Directors and included within the Book of Resolutions.

5.5. Parking Regulation. The Board of Directors is hereby empowered to establish "parking" and "no parking" areas within the Common Area as well as to enforce such parking limitations by all means lawful for such enforcement on public streets, including the removal of any violating vehicle.

5.6. Easements for Vehicular Traffic. Subject to the provisions herein, every Owner shall have a non-exclusive easement for vehicular traffic over all streets within the Properties which shall be appurtenant to and shall pass with the title to every Lot.

5.7. Damage or Destruction of Common Area by Owner. In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, contract purchasers, licensees,

agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The cost of such repairs shall become a special assessment upon the Lot of such Owner.

## ARTICLE VI

### ARCHITECTURAL CONTROL

6.1. Committee. An Architectural Control Committee consisting of three or more persons who need not be members of the Association shall be appointed by the Board of Directors.

6.2. Required Approvals. In order to insure harmonious and efficient development and maintenance of the Properties, both at the time Lots are initially improved as well as thereafter, none of the following shall be performed or done, or permitted to be performed or done or to exist, on any Lot by any person or entity other than Developer, except in accordance with structure and landscape plans which have been submitted, in reasonable detail, to the Architectural Control Committee in duplicate and first approved by the Architectural Control Committee as required by the provisions of this Article VI: (i) no structure (including, by way of illustration and not of limitation, any dwelling, garage, swimming pool, tennis court, wall or fence, shed, dog kennel, accessory building or other structure) shall be constructed, erected, remodeled, altered or added to on any Lot; and (ii) no trees in excess of 12" in caliper at 6' above the ground and no masses of smaller trees or shrubbery shall be planted on or removed from any Lot; and (iii) no lot grades or contours shall be materially altered on any Lot.

6.3. Standards. The approvals required by the foregoing Section 6.2 may be withheld or conditioned in the absolute discretion of the Architectural Control Committee. The Architectural Control Committee may from time to time in its discretion adopt, modify or rescind specific rules and standards governing the approvals and approval procedure established by this Article VI, provided that such rules and standards are not inconsistent with those embodied in this Declaration.

6.4. Matters Included. The approvals required by the foregoing Sections 6.2 and 6.3 shall include, by way of

illustration and not of limitation, the following: (i) general and specific architectural style and details; (ii) siting of the structure, including its relation to other structures; (iii) setbacks and garage locations, including garage door openings; (iv) roof pitch; (v) trees, shrubbery and general landscaping to be performed, planted, retained or cleared on or from any Lot; (vi) final Lot grades and contours; (vii) location of all windows and doors, and the location of (and the requirement or obligation whether to install) window shutters; (viii) permission to construct and install, and the location of, all walls or fences, sheds, dog kennels, accessory buildings, antennas, towers, microwave or solar collection apparatus, other structures, mail boxes, and exterior lights and posts; and (ix) all exterior wall, trim and roof materials and colors; but the provisions of this Article VI shall not be understood to require approval of any remodeling, alteration or addition to a structure on a Lot if the same shall not affect or alter such structure's exterior appearance.

6.5. Approval Procedure. Except in the case of approvals by operation of the following sentence, the only legally effective evidence of the approvals required hereby and of any conditions thereto shall be a written notation of approval (stating any conditions thereto) signed by the Architectural Control Committee on the duplicate set of structure and landscape plans returned to the applicant. Such plans shall be deemed to have been approved by the Architectural Control Committee unless it shall mail to the applicant, within thirty (30) days of its receipt of the plans, written notice of disapproval.

6.6. Township Approval. Approval by the Architectural Control Committee shall be subject to the Owner obtaining all approvals required from all governmental authorities having jurisdiction, including, without limitation, the Township.

## ARTICLE VII

### COVENANTS AND RESTRICTIONS; MAINTENANCE AND REPAIR OF LOTS

7.1. Covenants and Restrictions. The following covenants and restrictions are imposed as a common scheme upon the Properties:

(a) Except for such commercial uses as may be appurtenant to the sale of Lots by the Developer, such as the maintenance of sales offices and models, no Lot may be improved or used for non-residential uses; it being expressly understood,

agreed and declared that the foregoing restriction (whether the same shall now or may hereafter be incidental to the use of a Lot for residential use, and whether the same shall now or may hereafter be permitted or prohibited by any applicable zoning or other ordinance affecting a Lot) shall extend to and shall prohibit the use of a Lot or a dwelling or accessory building thereon for business or professional purposes.

(b) No Lot Owner other than the Developer shall erect or permit to be erected on his Lot any sign, other than "for sale" or "for rent" signs permitted by applicable zoning or other ordinances.

(c) Except during construction activities approved as provided in Article VI hereof, no Lot Owner shall place or permit to be placed on his Lot, except within the confines of an enclosed garage, or in the street in front of his Lot any recreational vehicle, truck, van, trailer, camper, boat or the like, other than a normal passenger van used for family purposes, passenger automobile, motorcycle or bicycle.

(d) No building material or equipment of any kind or character shall be placed or stored upon any Lot except within the confines of an enclosed structure or except in connection with construction activities approved as provided in Article VI hereof. If building materials or equipment are placed on any Lot in connection with the foregoing, construction shall be promptly commenced and diligently prosecuted.

(e) No service yards or storage areas shall be located on a Lot so as to be visible from any other Lot or from any street, road or access right-of-way.

(f) No animals or poultry shall be kept on any Lot except ordinary household pets belonging to the household of a Lot Owner; provided, however, that not more than two (2) pets in the aggregate may be kept on any Lot. Any dog kennel shall be inconspicuous and so constructed as to be in harmony with the natural landscape and other structures on the Lot and shall first be approved and shall be screened from view as required by Article VI and Section 7.2 hereof.

(g) Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity as not to disturb the residents of any other Lot, and shall first be approved as required by Article VI hereof.

(h) No above-ground tank for storage of gas or liquids may be maintained on any Lot.

(i) No outside radio or television antennas shall be erected on a Lot unless and until permission for the same has been first granted by the Board of Directors of the Association or Architectural Control Committee.

(j) No drying or airing of any clothing or bedding shall be permitted outdoors on a Lot, and clothes hanging devices such as lines, reels, poles, frames, etc. shall not be erected.

(k) No noxious, unsightly or offensive activity, including vehicle repairs, shall be conducted on a Lot, nor shall anything be permitted to be done thereon that may be or may become an annoyance or nuisance to the residents of the Properties.

(l) Except during construction activities approved as provided in Article VI hereof, no used or previously erected or temporary house structure or house trailer, and no temporary, non-permanent outbuilding shall ever be placed, erected or allowed to remain on any Lot.

(m) No Lot or the building located thereon shall be leased or subleased for an initial period of less than six (6) months, and a true and correct copy of all leases and subleases shall be furnished to the Board of Directors within ten (10) days after execution thereof. The rights of any lessee or sublessee of any Lot shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, restrictions and other obligations contained in the Governing Documents, and the lease or sublease shall provide that any failure to comply with the terms of the Founding Documents shall be a breach of or an event of default under such lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Lot to pay any Assessment or Special Assessment on behalf of the Owner of a leased Lot.

7.2. Maintenance and Repair of Lots. The Association shall be responsible for the maintenance and repair of each Lot and of the exterior of each building constructed thereon and shall have the right to assess therefor as described in Section 4.06. Subject to the provisions of Sections 4.06, 6.2, 10.1 and 12.5 hereof, each Lot Owner shall keep his Lot, including any buildings, walls and fences, accessory buildings, landscaping and ground cover, stream beds or other improvements or structures or

conditions from time to time located thereon in a good state of neatness and cleanliness and shall provide such landscaping as shall be necessary to screen from view from other Lots and from any street, road or access right-of-way any exterior attached or detached structures, equipment or facilities such as air-conditioning condensers, storage sheds, dog kennels and the like.

## ARTICLE VIII

### TRASH COLLECTION

8.1. Responsibility. It shall be the responsibility of the Board of Directors, on behalf of the Association, to select and contract with a single hauler for the collection and disposal of "garbage, refuse, rubbish, cuttings and trash (collectively, "Trash") who shall pick up Trash from curbside within the Properties not less than once every week. Payment for such service shall be made directly from the Association to such hauler notwithstanding any Owner's failure or delinquency in payment of assessments against such Owner's Lot or in reimbursing the Association for the cost or expense of such Trash collection with respect to such Owner's Lot.

8.2. Storage; Delivery to Curbside. Trash shall be delivered to curbside in a suitable container by residents of the Properties no earlier than 6:00 p.m. on each day preceding pick-up. At all other times, Trash shall be stored on Lots either in a garage, or in a covered enclosure constructed for Trash storage, screening Trash containers from view, such enclosure having been first approved as required by Article VI hereof.

## ARTICLE IX

### STORM WATER MANAGEMENT FACILITIES

9.1. Responsibility. Maintenance, repair and replacement of storm water management facilities (the "Storm Water Management Facilities") within the Properties (including underground pipes, drains, conduits and other facilities, and aboveground sales, recharge areas and retention and detention ponds) shall be the responsibility of the Association. In the event the Association fails to discharge its responsibilities as set forth in this Article IX, the Township shall have the right, but not the obligation, after Notice to the Association, to perform the required maintenance and lien each Lot, in an amount equal to the aggregate cost of such maintenance divided by the total number of Lots, for reimbursement of the cost of such maintenance.

9.2. Easement. There is hereby created an easement and right on, over and under the Properties in favor of the Developer, the Association and the Township, for the purpose of discharging their obligations or rights, as the case may be, as set forth in Section 9.1 hereof. Such easement and right expressly includes, as incident to the construction, installation, maintenance and replacement of the Storm Water Management Facilities, the right to cut any trees, bushes or shrubbery, make any gradings of the soil or to take any other similar action reasonably necessary to accomplish such purpose, whether on Common Area, Lots, or areas dedicated to the Township.

## ARTICLE X

### LANDSCAPING

10.1. Responsibility. Shrubs, trees and other landscaping (the "Landscaping") within the Properties in accordance with a landscaping plan or plans now or hereafter approved by the Township, as such may be amended from time to time (the "Landscaping Plan"), shall be maintained and replaced by and at the sole cost and expense of, the Association with respect to the Landscaping of the Common Area and the Lots, all in accordance with the intent of the Landscaping Plan, including, without limitation, maintaining the buffering effect, maintaining the minimum size of planting materials and maintaining a general overall appearance in accordance with the Landscaping Plan.

## ARTICLE XI

### PARTY WALLS; EASEMENT FOR ENCROACHMENTS

11.1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a dwelling unit and placed on the property line between Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article XI, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

11.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

11.3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rules of law regarding liability for negligent or willful acts or omissions.

11.4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

11.5. Right of Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

11.6. Encroachments. If as a result of the construction, reconstruction, repair, shifting, settlement or movement of any dwelling unit or other structure or improvement, including any party wall, fence, driveway or walkway, such dwelling unit or other structure or improvement shall protrude over an adjoining Lot or upon the Common Area, such dwelling unit or structure or other improvement shall not be deemed to be an encroachment upon the adjoining Lot or Lots or the Common Area, and neither the Owners nor the Association affected thereby shall be entitled to bring any action for the removal of thereof or any action for damages. In the event there is an encroachment as described in the immediately preceding sentence, the Owners or the Association affected thereby shall be deemed to have granted perpetual easements to the adjoining Owner or Owners for the continued maintenance and use of such dwelling unit or other structure or improvement. The foregoing shall also apply to any replacements of any dwelling units, structures, or improvements if the same are constructed in conformance with the original dwelling unit structure or improvement.

## ARTICLE XII

### EASEMENTS

12.1. Utility Easements. There is hereby created an easement, for the benefit of the Developer, the Association and the Township, upon, across, over, through and under the Properties for ingress, egress, installation, replacement, repair

and maintenance of all utility and service lines and systems including, but not limited to, water, sewers, gas, telephones, electricity, television, or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on the Properties, to excavate for such purposes and to affix and maintain wires, circuits and conduits on, in and under the roofs and exterior walls of the structures erected upon the Lots, providing such company restores disturbed areas to the conditions in which they were found. Notwithstanding anything to the contrary contained in this Section 12.1: (i) no sewers, electrical lines, water lines, cable television or other utility service lines or facilities for such utilities may be installed or relocated on the Properties except as approved by the Board of Directors, and (ii) it shall not be construed to apply to the relocation, installation, removal of utility lines within a structure which serve only the structure. This easement shall in no way affect any other recorded easements on the Properties.

12.2. Easement to Correct Drainage. For a period of two years from the date of conveyance of each Lot, Developer reserves an easement and right on, over and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, making any gradings of the soil or to take any other similar action reasonably necessary, following which Developer shall restore the affected Lot to its original condition as near as practicable. Developer shall give timely notice of intent to take such action to all affected Owners, unless in the opinion of Developer an emergency exists which precludes such notice.

12.3. Construction Easements and Rights. Notwithstanding any provision of this Declaration, so long as Developer is engaged in developing or improving any portion of the Property, Developer, his agents, employees and contractors shall have an easement of ingress, egress and use over any Lot not conveyed to an Owner for occupancy for (i) movement and storage of building materials and equipment, (ii) erection of, and maintenance of, promotional and directional signs, and (iii) conduct of sales activities, including maintenance of model residences. Such easement shall be subject to such rules as may be established by Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Property.

12.4. Easement for Governmental Personnel. A right of entry on the Common Area is hereby granted to law enforcement officers, fire and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access zones.

12.5. Easement with Respect to the Greens. All of the Greens shall be subject to easements in favor of the Association as follows:

(a) The Association shall have the duty and obligation to maintain the Greens in good order and condition, and the exclusive duty and obligation to make the Greens safe and free from danger of injury to persons or property; and

(b) For the purpose of carrying out its obligations under Section 12.5(a) hereof, the Association shall have the right and easement of access to and over the Greens.

12.6. Riding and Walking Trail Easement. There is hereby created the perpetual, free and unrestricted easement and right-of-way over and across certain portions of the Common Area, as shown on the Plan, for riding, running, jogging and walking path purposes, but expressly prohibiting the use thereon of any motor-driven vehicles, cycles, scooters or bikes; and shall be for the use and enjoyment of the Lot Owners, and their heirs, assigns, guests and invitees.

12.7. Easement to Inspect. There is hereby created an easement in favor of the Association for ingress and egress on any Lot during reasonable hours (i) to inspect the Lot for alleged violations of this Declaration, and/or compliance with architectural standards and/or approved plans for alterations and improvements, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof, and (ii) to perform such maintenance as is required or permitted by this Declaration.

### ARTICLE XIII

#### INSURANCE

13.1. Insurance to be Maintained by Association. The Association shall maintain, at all times, insurance in the following types and amounts:

(a) Property insurance covering all improvements erected upon the Common Area (including all building service

equipment related to such improvements). Such insurance shall be in an amount equal to the full replacement value of such improvements (that is, one hundred percent (100%) of current "replacement cost" exclusive of land, foundations, excavations and other items normally excluded from coverage) with an "agreed amount endorsement", such insurance to afford protection against at least the following: (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, wind, storm and water damage; and (ii) such other risks as shall customarily be covered with respect to similar improvements in projects similar in construction, location and use. Such insurance shall name the Association as the insured for the benefit of the Lot Owners.

(b) Comprehensive general liability insurance covering the Common Area and improvements thereon and the activities of the Association, its officers, directors, agents and employees in connection with the maintenance of the Common Area, in an amount not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence. Such insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying a claim of an Owner because of the negligent acts of the Association or other Owners.

(c) Workmen's compensation insurance and employers liability as required by law.

(d) Comprehensive disappearance and dishonesty bond or equivalent insurance coverage against dishonest acts on the part of directors, officers, trustees, managers and employees of the Association and all others who handle or are responsible for the handling of funds of the Association, such bond or insurance to name the Association as the obligee or insured. Such bond or insurance shall be written in an amount equal to at least one hundred fifty percent (150%) of the Association's estimated annual operating expenses, including reserves. Such bond or insurance shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

13.2. Insurance Permitted to be Maintained by Association. The Association shall be permitted to maintain such other types of insurance and in such amounts as the Board of Directors shall determine is necessary or desirable, including, without limitation, directors and officers liability insurance.

13.3. Insurers. The insurance set forth in this Article XIII shall be maintained in reputable insurance companies authorized to transact business within the Commonwealth of Pennsylvania.

#### ARTICLE XIV

##### RIGHTS OF MORTGAGEES

14.1. Information to be Furnished. Any mortgagee of any Lot who makes a request in writing to the Association for the items provided in this Section 14.1 shall have the following rights:

(a) to receive from the Association a written statement of any default in the performance by an Owner under the Declaration, including the failure to pay assessments, and a copy of any notice of default sent to such Owner;

(b) to be furnished, within ninety (90) days after the end of each fiscal year of the Association, a copy of the annual financial statement and budget and any written report of the Association, including income and operating statements;

(c) to receive written notice of any meeting of Members of the Association at which action to be taken would adversely affect any such mortgagee and to have its representative attend any such meeting; and

(d) to receive written notice of any proposed or actual taking or condemnation of the Common Areas and any casualty loss affecting the same within fifteen (15) days of receipt of notice of such proposed or actual taking by the Association or occurrence of such loss.

14.2. Approval of Certain Actions. In addition to the votes or approvals of Owners and Members of the Association required by other provisions of this Declaration, the assent in writing of all the holders of first mortgages of record on the Lots (based upon one vote for each first mortgage owned) shall be required for the following actions:

(a) any attempt by the Association to abandon, partition, release, subdivide, encumber, sell or transfer the Common Areas, except for the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas;

(b) any change in the method of determining the assessments or the proportional share thereof which may be levied against a Lot;

(c) any attempt by the Association to change, waive or abandon the restrictions imposed herein relating to the architectural design or exterior appearance of the Lots, the exterior maintenance of the Lots and the maintenance of the Common Areas and Greens;

(d) the discontinuance of the maintenance by the Association of the insurance specified in Article XIII hereof; and

(e) any attempt by the Association to use hazard insurance proceeds arising from any loss or damage to the Common Areas for other than the repair, replacement, or construction thereof.

14.3. Other Rights of Mortgagees. The holders of first mortgages on the Lots may, jointly or singly, pay taxes and other charges which are in default and which may or have become a charge or lien against any portion of the Common Areas, and may pay overdue premiums on the insurance policies or secure any insurance policies with respect to the coverage to be maintained by the Association pursuant to Article XIII hereof, and upon so doing the first mortgagees making such payments shall be entitled to immediate reimbursement therefor by the Association.

## ARTICLE XV

### MANAGEMENT AGREEMENTS

15.1. Management Agreements. Any management agreement entered into by the Association shall be terminable by either party without cause and without payment of any penalty or termination fee on no more than ninety (90) days written notice, and the term of any such agreement shall not exceed one (1) year.

## ARTICLE XVI

### GENERAL PROVISIONS

16.1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of fifty (50) 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 by a vote

of Class A Members holding at least seventy-five (75%) percent of the Class A votes entitled to be cast.

16.2. Amendment.

(a) Notwithstanding any other provisions of this Declaration, the Class B Member may amend this Declaration as required by its construction lender or by the Federal Mortgage Agencies as a condition of approval for the financing of any Lot, by the execution and recording of such amendment following Notice to the Township and all Owners.

(b) Subject to the provisions of subsections (c) and (d) herèof, this Declaration may be amended at any time by an instrument executed on behalf of the Association by any two officers of the Association after approval by not less than two-thirds ( $2/3$ ) of each class of vote. Any amendment must be recorded.

(c) No amendment to this Declaration shall be effective unless the Township shall have received Notice thereof. In addition, amendments with respect to any of the following matters shall require the approval of the Township:

(1) Maintenance of Common Area as set forth in Section 5.1 hereof;

(2) Architectural Control as set forth in Article VI hereof;

(3) Storage of recreational vehicles as set forth in subsection 7.1(d) hereof;

(4) Trash storage and collection as set forth in Article VIII hereof; or

(5) Maintenance of Storm Water Management Facilities as set forth in Article IX hereof.

(d) For such time as Developer shall own any Lot, there shall be no amendments to this Declaration or the Articles of Incorporation or Bylaws of the Association, without the written consent of the Developer, which:

(1) discriminates or tends to discriminate against the Developer's rights as Owner, or in any way imposes a greater liability on the Developer;

(2) Changes the definitions appearing in Article I of this Declaration in a manner which alters Developer's rights or status;

(3) Alters the Developer's rights under Article II as regards annexation of additional property or withdrawal of property;

(4) Alters the character and rights of membership or the rights of the Developer as set forth in Article III; or

(5) Alters previously recorded or written agreements with public or quasi-public agencies as regards easements and rights of way.

16.3. Enforcement. The Association, the Developer, and any other Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of Supplementary Declarations. Failure to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

16.4. Usage. Whenever used herein the singular shall include the plural and the singular, and the use of any gender shall include all genders.

16.5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

16.6. Limitation. As long as there is a Class B membership, the Association may not use its resources nor take a public position in opposition to the Developer's plan of development of the Properties or any of the property described in Exhibit "B" hereto. Nothing in this Section shall be construed to limit the rights of the Members acting as individuals or in affiliation with other Members or groups.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed the day and year first above written.

[CORPORATE SEAL]

MEADOW RIDGE, INC.

Attest:

By: \_\_\_\_\_  
Name: James R. Koller  
Title: Secretary

By: \_\_\_\_\_  
Name: Philip E. Guidi  
Title: President

STATE OF PENNSYLVANIA :  
 : ss.  
COUNTY OF :

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 1988, before me, the undersigned officer, personally appeared Philip E. Guidi, who acknowledged himself to be the President of MEADOW RIDGE, INC., a Pennsylvania corporation; and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President thereof, and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

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Notary Public

My Commission Expires:

[Notarial Seal]

Exhibit "A"  
Legal Description of  
Phase 2 Property

ALL THOSE CERTAIN lots or pieces of ground situate in the Township of New Britain, County of Bucks and State of Pennsylvania, bounded and described according to a Final Plan of Rocky Meadows made by DiCroce & Leapson, Registered Professional Engineers, dated 12/21/1977, last revised 9/3/1987, said plan recorded in the Office of the Recorder of Deeds in Doylestown, Pa, on \_\_\_\_\_ in Plan Book \_\_\_\_, page \_\_\_\_; described as follows:

BEGINNING at a point on the Northeasterly side of School House Road (30 feet wide) at a corner of lands now known as "Rocky Meadows Phase 1"; thence extending from said point of beginning along said side of School House Road, North 11 degrees 00 minutes 40 seconds West the distance of 904.49 feet to a point in line of land now or late of Huntingdon Lumber & Millwork, Inc.; thence along said land, North 57 degrees 37 minutes 50 seconds East the distance of 628.20 feet to an Iron Pin found in line of land of Bernard Till; thence along lands now or late of Bernard Till, Thomas F. Magnavita, Wm. Golby, Jr., Richard C. Traganza, Michael Droogan, and James Brinton, South 42 degrees 56 minutes East the distance of 1041.15 feet to a point in line of land now or late of George Di Comizio; thence along land of Di Comizio, the two (2) following courses and distances: (1) South 47 degrees West 158.40 feet to a point and (2) South 48 degrees 45 minutes East 121.08 feet to a point; thence along lands now or late of Rocky Meadows Phase 1 the twelve (12) following courses and distances: (1) South 41 degrees 15 minutes West 128.91 feet to a point (2) South 48 degrees 45 minutes East 84.71 feet to a point (3) South 33 degrees 40 minutes West 195.00 feet to a point; (4) South 35 degrees 31 minutes 18 seconds West 65.60 feet to a point (5) on the arc of a circle curving to the left in a Southwesterly direction having a radius of 175.00 feet the arc distance of 175.09 feet to a point; (6) South 66 degrees 50 minutes West 25 feet to a point (7) North 23 degrees 10 minutes West 10 feet (8) South 66 degrees 50 minutes West 28.65 feet to a point (9) on the arc of a circle curving to the right having a radius of 65.00 feet the arc distance of 36.30 feet to a point, (10) North 81 degrees 10 minutes West 26.33 feet to a point (11) North 08 degrees 50 minutes East 45.00 feet to a point (12) North 81 degrees 10 minutes West 54.31 feet to a point a corner of lot 139 on said plan; thence along lot 139 the five (5) following courses and distances: (1) on the arc of a circle curving to the left in a Northerly and Northwesterly direction having a radius of 745 feet the arc distance of 298.01 feet to a

point of compound curve; (2) on the arc of a circle curving to the left in a Northwesterly direction having a radius of 600 feet the arc distance of 484.33 feet to another point of compound curve; (3) on the arc of a circle curving to the left in a Westerly and Southwesterly direction having a radius of 307.63 feet the arc distance of 185.30 feet to a point (4) South 78 degrees 59 minutes 20 seconds West 67.64 feet to a point and (5) South 11 degrees 00 minutes 40 seconds East 546.36 feet to a point a corner of Rocky Meadows Phase 1 on said plan; thence extending South 78 degrees 59 minutes 20 seconds West 100.00 feet to the first mentioned point and place of beginning.

COUNTY PARCEL NUMBER 26-5-13 (part)

BEING Phase 2 as shown on said Plan; comprising in area lots 60 to and including 138, the beds of Boulder Drive, Boulder Court, Rocky Court North, Rocky Lane and all open space within perimeters of the above described tract of ground.

Exhibit "B"  
Legal Description of  
Phase 3 Property

ALL THAT CERTAIN lot or piece of ground situate in the Township of New Britain, County of Bucks and State of Pennsylvania, bounded and described according to a Final Plan of Rocky Meadows made by DiCroce & Leapson, Registered Professional Engineers, dated 12/21/1977, last revised 9/3/1987, said plan recorded in the Office of the Recorder of Deeds in Doylestown, Pa, on \_\_\_\_\_ in Plan Book \_\_\_\_\_, page \_\_\_\_\_; described as follows:

BEGINNING at an interior point, said point being 100.00 feet measured North 78 degrees 59 minutes 20 seconds East from a point formed by the intersection of the Northeasterly side of School House Road with the corner common to Rocky Meadows Phase I and Rocky Meadows Phase 2 on the said side of School House Road as shown on said plan; thence extending from the said interior point of beginning the following five (5) courses and distances:  
(1) North 11 degrees 00 minutes 40 seconds West 546.36 feet to a point on the Southeasterly side of Boulder Drive; (2) North 78 degrees 59 minutes 20 seconds East 67.64 feet to a point; (3) on the arc of a circle curving to the right in an Easterly direction, having a radius of 307.63 feet the arc distance of 185.30 feet to a point of compound curve (4) on the arc of a circle curving to the right in a Southeasterly direction having a radius of 600 feet the arc distance of 484.33 feet to another point of compound curve and (5) on the arc of a circle curving to the right in a Southeasterly and Southerly direction having a radius of 745 feet the arc distance of 298.01 feet to a point in line of Rocky Meadows Phase 1 on said plan; thence extending the following six (6) courses and distances along Rocky Meadows Phase 1:  
(1) North 81 degrees 10 minutes West 25.69 feet to a point  
(2) South 08 degrees 50 minutes West 242.28 feet to a point  
(3) South 81 degrees 10 minutes East 30.00 feet to a point (4) on the arc of a circle curving to the right in a Southwesterly direction having a radius of 275 feet the arc distance of 211.98 feet to a point (5) North 51 degrees 14 minutes 36 seconds West 412.43 feet to a point and (6) North 11 degrees 00 minutes 40 seconds West the distance of 270.00 feet to the first mentioned interior point and place of beginning.

BEING LOT NUMBER 139 as shown on the above mentioned plan  
(remaining undeveloped area)

CONTAINING 9.795 acres as noted on said plan.

COUNTY PARCEL NUMBER 26-5-13 (part)

LAND RECORD BOOK 20  
PAGE 1783  
RECORDED 2/22/1989

FILED

FIRST AMENDMENT TO DECLARATION  
OF COVENANTS, RESTRICTIONS AND EASEMENTS  
OF THE MEADOW RIDGE HOMEOWNERS ASSOCIATION

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made this fourth day of February, 1993 by the MEADOW RIDGE HOMEOWNERS ASSOCIATION, a Pennsylvania non-profit corporation (the "Association").

RECITALS

A. By Declaration of covenants, Restrictions and Easements dated January 16, 1988, (the "Declaration") made by Meadow Ridge, Inc. (the "developer") and recorded in February, 1988 in the Office of the Recorder of Deeds of Bucks County, Pennsylvania at Deed Book 2824, Page 120, the Developer subjected certain property owned by the Developer and located in New Britain Township, Bucks County, Pennsylvania, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Properties") to certain covenants, restrictions, easements, charges and liens as set forth in the Declaration.

B. The Association has as its members all of the persons who are the owners of Lots within the Properties and pursuant to Section 16.2 of the Declaration the Association, by an affirmative vote of not less than two-thirds (2/3) of its membership may amend the Declaration.

C. At the 1993 Annual Meeting of the membership of the Association held on February 3, 1993 and the continuances thereof, the Association, by an affirmative vote of at least two-thirds (2/3) of its Membership approved certain amendments to the Declaration.

D. By this instrument, the Association desires to enact such amendments.

NOW, THEREFORE, this First Amendment to Declaration of Covenants, Restrictions and easements witnesses as follows:

1. Pg.13 Section 6.1 Committee. Section 6.1 shall be deleted in its entirety and the following shall be inserted in its place:

"An Architectural Control Committee  
consisting of three or more persons, who must  
be members of the Association, shall be  
appointed by the Board of Directors.

2. Pg.13 Section 6.3 Standards. In the first sentence of Section 6.3, the 15th word, "absolute" shall be deleted.

3. The following new section shall be added to the Declaration as Section 6.7:

Pg.14 Section 6.7 Appeal. Any homeowner may appeal the decision of the Architectural Control Committee to the Board of Directors. The decision of the Board of Directors shall be final and binding.

4. Pg.15 Section 7.1(c) Covenants and Restrictions. Section 7.1(c) shall be deleted in its entirety and the following inserted in its place:

7.1(c) No Lot Owner shall place or permit to be placed on his/her Lot, or any area within the Meadow Ridge Development, except within the confines of an enclosed garage, any recreational vehicle, truck, van, trailer, camper, boat, motorcycle or the like, other than a normal passenger automobile or passenger van used for family purposes.

5. The following new section shall be added to the Declaration as section:

7.1(p): "Any vehicle parked in public view on any lot or common area must be licensed and display a current inspection and current registration.

6. Pg.21 Section 12.6 Riding and Walking Trail Easement. Section 12.6 of the Declaration is hereby deleted in its entirety and all references in the Declaration to a Riding and Walking Trail Easement are hereby also deleted.

7. Pg.24 Section 15.1 Management Agreements. The last line of Section 15.1 shall be deleted and the following shall be inserted:

"and the term of such agreement shall be established by the Board of Directors."

RECORDATION. This First Amendment to Declaration of Covenants, Restrictions and Easements shall be recorded in the Office of the Recorder of Deeds of Bucks County promptly after its execution.

DECLARATION OTHERWISE UNAMENDED. Except as set forth herein the Declaration shall be unamended and is hereby ratified and confirmed by the Association and will therefore remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Association, by its corporate officers has caused this first Amendment to Declaration of Covenants, Restrictions and Easements to be duly executed the day and year first above written.

MEADOW RIDGE HOMEOWNERS ASSOCIATION

BY: [Signature] [Signature]  
President

ATTEST: [Signature] [Signature]  
Secretary

Sworn to and subscribed before me  
this 14 day of April, 1993

NOTARIAL SEAL  
BARBARA LIPPINCOTT, Notary Public  
Warrington, Bucks County  
My Commission Expires Aug. 5, 1996

COMMONWEALTH OF PENNSYLVANIA:

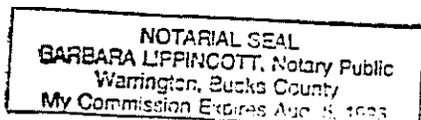
SS:

COUNTY OF BUCKS

:

On this, the *14<sup>th</sup>* day of *April*, 1993  
before me, a Notary Public in and for the Commonwealth  
of Pennsylvania, the undersigned officer, on behalf of  
the Meadow Ridge Homeowners Association, personally  
appeared *Walter Holberg, President* know to me  
(satisfactorily proven) to be the person whose name is  
subscribed to the within instrument, and acknowledged  
that he executed the same for the purposes therein contained.  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Barbara Lippincott*  
\_\_\_\_\_  
Notary Public



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COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF BUCKS

:

On this, the *14<sup>th</sup>* day of *April*, 1993

before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, on behalf of the Meadow Ridge Homeowners Association, personally appeared *Charles Teubny, Secretary* know to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*Barbara Lippincott*  
\_\_\_\_\_  
Notary Public

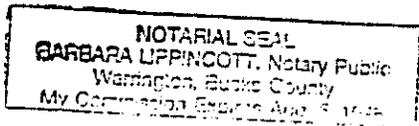


Exhibit "A"  
Legal Description of  
Phase 2 Property

ALL THOSE CERTAIN lots or pieces of ground situate in the Township of New Britain, County of Bucks and State of Pennsylvania, bounded and described according to a Final Plan of Rocky Meadows made by DiCroce & Leapson, Registered Professional Engineers, dated 12/21/1977, last revised 9/3/1987, said plan recorded in the Office of the Recorder of Deeds in Doylestown, Pa, on \_\_\_\_\_ in Plan Book \_\_\_\_\_, page \_\_\_\_\_; described as follows:

BEGINNING at a point on the Northeasterly side of School House Road (30 feet wide) at a corner of lands now known as "Rocky Meadows Phase 1"; thence extending from said point of beginning along said side of School House Road, North 11 degrees 00 minutes 40 seconds West the distance of 904.49 feet to a point in line of land now or late of Huntingdon Lumber & Millwork, Inc.; thence along said land, North 57 degrees 37 minutes 50 seconds East the distance of 628.20 feet to an Iron Pin found in line of land of Bernard Till; thence along lands now or late of Bernard Till, Thomas F. Magnavita, Wm. Golby, Jr., Richard C. Traganza, Michael Droogan, and James Brinton, South 42 degrees 56 minutes East the distance of 1041.15 feet to a point in line of land now or late of George Di Comizio; thence along land of Di Comizio, the two (2) following courses and distances: (1) South 47 degrees West 158.40 feet to a point and (2) South 48 degrees 45 minutes East 121.08 feet to a point; thence along lands now or late of Rocky Meadows Phase 1 the twelve (12) following courses and distances: (1) South 41 degrees 15 minutes West 128.91 feet to a point (2) South 48 degrees 45 minutes East 84.71 feet to a point (3) South 33 degrees 40 minutes West 195.00 feet to a point; (4) South 35 degrees 31 minutes 18 seconds West 65.60 feet to a point (5) on the arc of a circle curving to the left in a Southwesterly direction having a radius of 175.00 feet the arc distance of 175.09 feet to a point; (6) South 66 degrees 50 minutes West 25 feet to a point (7) North 23 degrees 10 minutes West 10 feet (8) South 66 degrees 50 minutes West 28.65 feet to a point (9) on the arc of a circle curving to the right having a radius of 65.00 feet the arc distance of 36.30 feet to a point, (10) North 81 degrees 10 minutes West 26.33 feet to a point (11) North 08 degrees 50 minutes East 45.00 feet to a point (12) North 81 degrees 10 minutes West 54.31 feet to a point a corner of lot 139 on said plan; thence along lot 139 the five (5) following courses and distances: (1) on the arc of a circle curving to the left in a Northerly and Northwesterly direction having a radius of 745 feet the arc distance of 298.01 feet to a

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point of compound curve; (2) on the arc of a circle curving to the left in a Northwesterly direction having a radius of 600 feet the arc distance of 484.33 feet to another point of compound curve; (3) on the arc of a circle curving to the left in a Westerly and Southwesterly direction having a radius of 307.63 feet the arc distance of 185.30 feet to a point (4) South 78 degrees 59 minutes 20 seconds West 67.64 feet to a point and (5) South 11 degrees 00 minutes 40 seconds East 546.36 feet to a point a corner of Rocky Meadows Phase 1 on said plan; thence extending South 78 degrees 59 minutes 20 seconds West 100.00 feet to the first mentioned point and place of beginning.

COUNTY PARCEL NUMBER 26-5-13 (part)

BEING Phase 2 as shown on said Plan; comprising in area to and including 138, the beds of Boulder Drive, Boulder Rocky Court North, Rocky Lane and all open space within perimeters of the above described tract of ground.

JUN 28 '93  
 REC'D  
 DEEDS  
 O. J. HIGGINS  
 COUNTY CLERK  
 BIRKS, PA.

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P.O.K.   
Jury

SECOND AMENDMENT TO DECLARATION  
OF COVENANTS, RESTRICTIONS AND EASEMENTS  
OF THE MEADOW RIDGE HOMEOWNERS ASSOCIATION

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made this sixteenth day of September, 1996 by the **MEADOW RIDGE HOMEOWNERS ASSOCIATION**, a Pennsylvania non-profit corporation (the "Association").

RECITALS

A. By Declaration of Covenants, Restrictions and Easements dated January 16, 1988, (the "Declaration") made by Meadow Ridge, Inc. (the "developer") and recorded in February, 1988 in the Office of the Recorder of Deeds of Bucks County, Pennsylvania at Deed Book 2824, Page 121, the Developer subjected certain property owned by the Developer and located in New Britain Township, Bucks County, Pennsylvania, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Properties") to certain covenants, restrictions, easements, charges and liens as set forth in the Declaration.

B. The Association has as its members all of the persons who are the owners of Lots within the Properties and pursuant to Section 16.2 of the Declaration of the Association, by an affirmative vote of not less than two-thirds (2/3) of its membership may amend the Declaration.

C. And in accordance with Article V, Common area, Section 5.3(c) which states, the right of the Association, by an instrument executed on behalf of the Association by any two officers of the Association after approval by not less than two-thirds (2/3) of each class of vote, to dedicate, convey or transfer all or any part of the Common Area and any facilities or improvements now or hereafter erected or installed upon the Common Area, and to grant easements over, under and through all or any part of the Common Area.

D. The Association, by an affirmative vote of at least two-thirds (2/3) of its Membership approved this second amendment to the Declaration.

E. By this instrument, the Association desires to enact such amendment.

**NOW, THEREFORE**, this Second Amendment to Declaration of Covenants, Restrictions and Easements witnesses as follows:

1. The following new section shall be added to the Declaration as:

Article XVII, Road Dedication, Section 17.1

17.1 The lot owners in accordance with Article V, Section 5.3(c) hereby dedicate the roadway including the road bed in its entirety and known as Boulder Drive to the Township of New Britain, Bucks County, Pennsylvania.

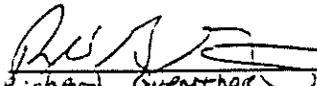
**RECORDATION.** This Second Amendment to the Declaration of Covenants, Restrictions and Easements shall be recorded in the Office of the Recorder of Deeds of Bucks County promptly after its execution.

**DECLARATION OTHERWISE UNAMENDED.** Except as set forth herein the Declaration shall be unamended and is hereby ratified and confirmed by the Association and will therefore remain in full force and effect in accordance with its terms.

**IN WITNESS WHEREOF,** the Association, by its corporate officers has caused this Second Amendment to the Declaration of Covenants, Restrictions and Easements to be duly executed the day and year first above written.

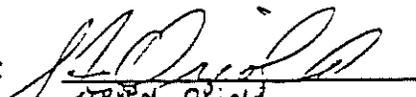
**MEADOW RIDGE HOMEOWNERS ASSOCIATION**

BY:

  
Richard Guenther  
President



ATTEST:

  
Steven Orzold  
Secretary

\_\_\_\_\_

\_\_\_\_\_

Exhibit "A"  
Legal Description of  
Phase 2 Property

ALL THOSE CERTAIN lots or pieces of ground situate in the Township of New Britain, County of Bucks and State of Pennsylvania, bounded and described according to a Final Plan of Rocky Meadows made by DiCroce & Leapson, Registered Professional Engineers, dated 12/21/1977, last revised 9/3/1987, said plan recorded in the Office of the Recorder of Deeds in Doylestown, Pa, on \_\_\_\_\_ in Plan Book \_\_\_\_, page \_\_\_\_\_; described as follows:

BEGINNING at a point on the Northeasterly side of School House Road (30 feet wide) at a corner of lands now known as "Rocky Meadows Phase 1"; thence extending from said point of beginning along said side of School House Road, North 11 degrees 00 minutes 40 seconds West the distance of 904.49 feet to a point in line of land now or late of Huntingdon Lumber & Millwork, Inc.; thence along said land, North 57 degrees 37 minutes 50 seconds East the distance of 628.20 feet to an Iron Pin found in line of land of Bernard Till; thence along lands now or late of Bernard Till, Thomas F. Magnavita, Wm. Golby, Jr., Richard C. Traganza, Michael Droogan, and James Brinton, South 42 degrees 56 minutes East the distance of 1041.15 feet to a point in line of land now or late of George Di Comizio; thence along land of Di Comizio, the two (2) following courses and distances: (1) South 47 degrees West 158.40 feet to a point and (2) South 48 degrees 45 minutes East 121.08 feet to a point; thence along lands now or late of Rocky Meadows Phase 1 the twelve (12) following courses and distances: (1) South 41 degrees 15 minutes West 128.91 feet to a point (2) South 48 degrees 45 minutes East 84.71 feet to a point (3) South 33 degrees 40 minutes West 195.00 feet to a point; (4) South 35 degrees 31 minutes 18 seconds West 65.60 feet to a point (5) on the arc of a circle curving to the left in a Southwesterly direction having a radius of 175.00 feet the arc distance of 175.09 feet to a point; (6) South 66 degrees 50 minutes West 25 feet to a point (7) North 23 degrees 10 minutes West 10 feet (8) South 66 degrees 50 minutes West 28.65 feet to a point (9) on the arc of a circle curving to the right having a radius of 65.00 feet the arc distance of 36.30 feet to a point, (10) North 81 degrees 10 minutes West 26.33 feet to a point (11) North 08 degrees 50 minutes East 45.00 feet to a point (12) North 81 degrees 10 minutes West 54.31 feet to a point a corner of lot 139 on said plan; thence along lot 139 the five (5) following courses and distances: (1) on the arc of a circle curving to the left in a Northerly and Northwesterly direction having a radius of 745 feet the arc distance of 298.01 feet to a

point of compound curve; (2) on the arc of a circle curving to the left in a Northwesterly direction having a radius of 600 feet the arc distance of 484.33 feet to another point of compound curve; (3) on the arc of a circle curving to the left in a Westerly and Southwesterly direction having a radius of 307.63 feet the arc distance of 185.30 feet to a point (4) South 78 degrees 59 minutes 20 seconds West 67.64 feet to a point and (5) South 11 degrees 00 minutes 40 seconds East 546.36 feet to a point a corner of Rocky Meadows Phase 1 on said plan; thence extending South 78 degrees 59 minutes 20 seconds West 100.00 feet to the first mentioned point and place of beginning.

COUNTY PARCEL NUMBER 26-5-13 (part)

BEING Phase 2 as shown on said Plan; comprising in area lots 60 to and including 138, the beds of Boulder Drive, Boulder Court, Rocky Court North, Rocky Lane and all open space within perimeters of the above described tract of ground.



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COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF BUCKS:

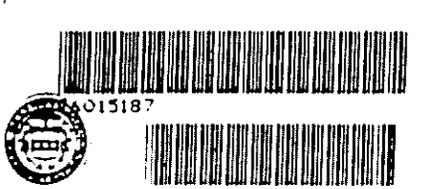
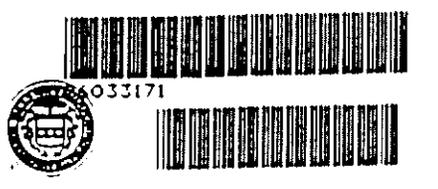
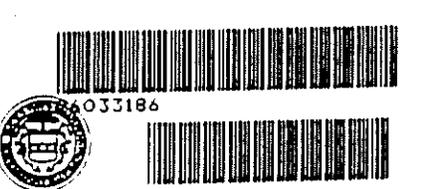
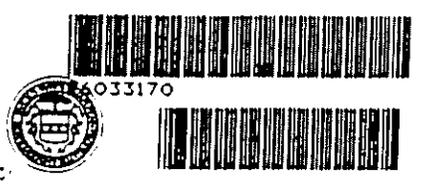
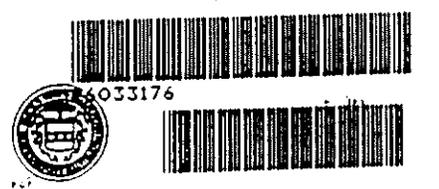
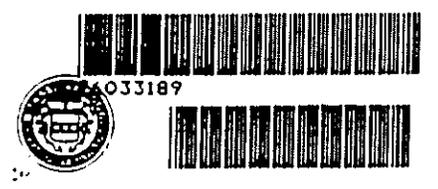
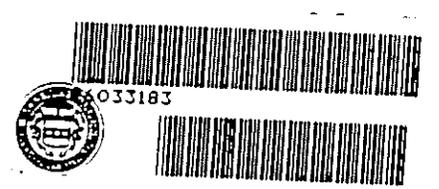
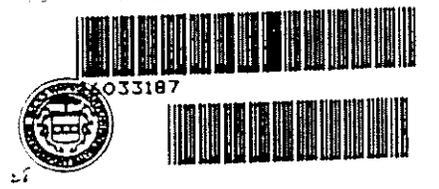
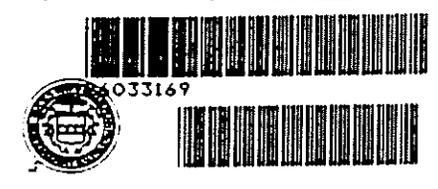
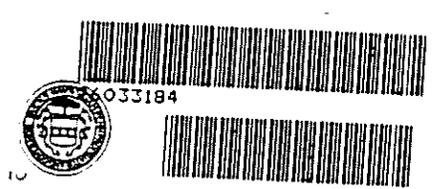
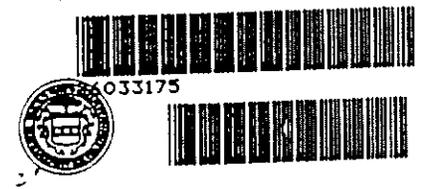
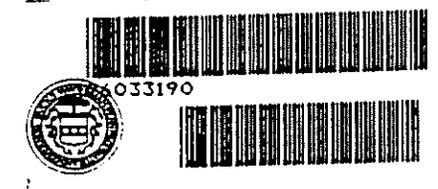
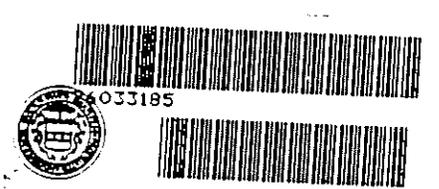
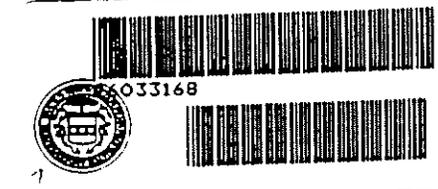
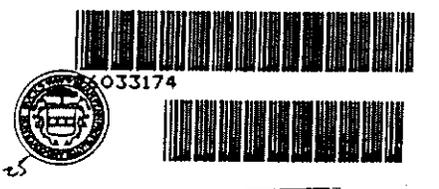
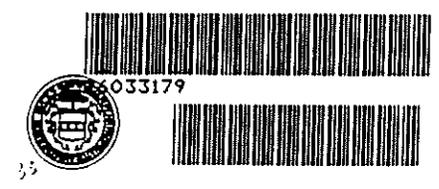
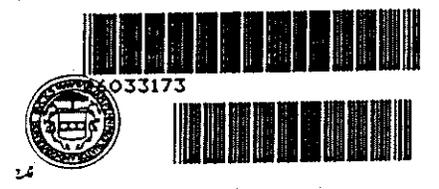
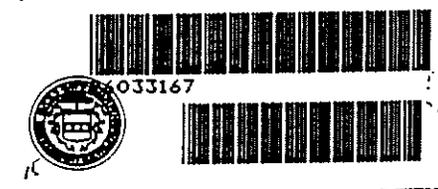
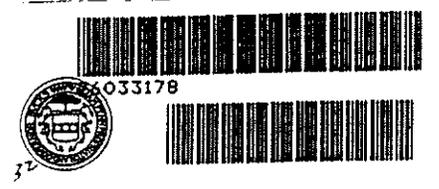
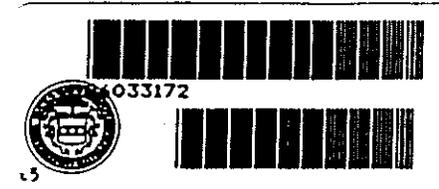
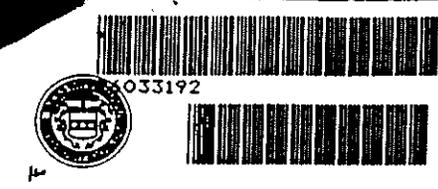
On this, the 17 day of September, 19 96, before me  
Barbara Lippincott, the undersigned officer, personally appeared  
RICHARD W. GUREWITZER, known to me (or satisfactorily proven)  
to be the person whose name is subscribed to the within instrument,  
~~and acknowledged that he/she executed the same for the purposes,~~  
therein contained.

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

Barbara S. Lippincott  
Notary Public

NOTARIAL SEAL  
BARBARA S. LIPPINCOTT, Notary Public  
Plumstead Twp., Bucks County  
My Commission Expires Aug. 21, 2000

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COMMONWEALTH OF PENNSYLVANIA:  
COUNTY OF BUCKS:

NOTE

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THIS DOCUMENT RECORDED  
IN COUNTY OF BUCKS, PA.

On this, the 17 day of September, 1996, before me  
Barbara Lippincott, the undersigned officer, personally appeared  
STEPHEN J. LORIOLO, known to me (or satisfactorily proven)  
to be the person whose name is subscribed to the within instrument  
and acknowledged that he/she executed the same for the purposes  
therein contained.

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

Barbara S. Lippincott  
Notary Public

NOTARIAL SEAL  
BARBARA S. LIPPINCOTT, Notary Public  
Plumstead Twp., Bucks County  
My Commission Expires Aug. 21, 2000

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**THIRD AMENDMENT TO THE DECLARATIONS  
OF COVENANTS, RESTRICTIONS AND EASEMENTS  
OF MEADOW RIDGE HOMEOWNERS ASSOCIATION**

THIS IS THE THIRD AMENDMENT TO THE DECLARATIONS OF COVENANTS, RESTRICTIONS AND EASEMENTS is made this the 17<sup>th</sup> day of May, 1999 by **MEADOW RIDGE HOMEOWNERS ASSOCIATION**, a Pennsylvania non-profit corporation ( the " Association")

**RECITALS**

- A. By Declaration of Covenants, Restrictions and Easements dated January 16, 1988, (the "Declarations") made by Meadow Ridge, Inc. ( the "developer") and recorded in February, 1988 in the Office of the Recorder of Deeds of Bucks County, Pennsylvania at Deed Book 2824, page 121, the developer subjected certain property owned by the Developer and located in New Britain Township, Bucks County, Pennsylvania, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Properties") to certain covenants, restrictions, easements, charges and liens as set forth in the Declaration.
- B. The Association has as its members all of the persons who are owners of lots within the Properties and pursuant to Section 16.2 of the Declarations of the Association, by an affirmative vote of no less than two-thirds (2/3) of its membership may amend the Declarations.
- C. And in accordance with Article V, Common area, Section 5.3 (c) which states, the right of the Association, by an instrument executed on behalf of the Association by any two officers of the Association after approval by not less than two-thirds (2/3) of each class of vote, to dedicate, convey or transfer all or any part of the Common Area and any facilitates or improvements now or hereafter erected or installed upon the Common Area, and to grant easements over, under and through all or any part of the Common Area.
- D. The Association, by an affirmative vote of at least two-thirds (2/3) of its membership approved this Third amendment to the Declarations.
- E. By this instrument, the Association desires to enact such amendment.

**NOW, THEREFORE**, this Third Amendment to the Declarations of Covenants, Restrictions and easements witness as follows:

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Section 7.1 as recorded on February 3, 1993 within the first amendment to the Declaration, section 7.1 (p).

7.1 (p): Any vehicle parked in public view on any lot or common area must be licensed and display a current inspection and current registration.

(Add the following sentence to section 7.1 (p);)

**Vehicles may not display any commercial signs(s), be fitted for commercial use or be modified with grossly raised suspension or oversized tires.**

Page 14, Article VII Covenants and Restrictions; Maintenance and Repair of Lots

Section 7.1 (f);

(f) No animals or poultry shall be kept on any lot except ordinary household pets belonging to the household of the lot owner; provided, however, that not more than two (2) pets in aggregate may be kept on any lot. Any dog kennel shall be inconspicuous and so constructed as to be in harmony with the natural landscape and other structures on the lot and shall first be approved and shall be screened from view as required by Article VI and section 7.2 hereof.

(Delete the second sentence in its entirety and add the following in its place:)

**No dog runs, animal pens or fences of any kind shall be permitted on any lot. No pets are permitted to run free, dogs and cats which are household pets shall at all times whenever they are outside a unit be confined on a leash held by a responsible person. Residences are required to clean up the waste deposits of their dogs immediately. This includes that residents must carry a pooper scooper or the functional equivalent when walking their dogs in the common areas. Failure to clean up or failure to carry the requisite cleaning equipment when walking dogs on common grounds will result in violations.**

**Residents are also required to clean up dog waste on their private lots within 24 hours of its deposit. Failure to do so will result in violations.**

**Non-residents walking their dogs on Meadow Ridge common or private grounds must immediately pick up waste deposits. Failure to do so will result in the association lodging a trespassing complaint against the offender.**

**RECORDATION.** This Third Amendment to the Declarations of Covenants, Restrictions and Easements shall be recorded in the Office of the Recorder of Deeds of Bucks County promptly after its execution.

**DECLARATION OTHERWISE UNAMENDED.** Except as set forth herein the Declarations shall be unamended and is hereby ratified and confirmed by the Association and will therefore remain in full force and effect in accordance with its terms.

**IN WITNESS WHEREOF,** the Association, by its corporate officers has caused this Third Amendment to the Declaration of Covenants, Restrictions and Easements to be duly executed the day and year first above written.

**MEADOW RIDGE HOMEOWNERS ASSOCIATION**

By: [Signature]  
President

[Signature]  
Vice President

Attest: [Signature]  
Secretary

[Signature]  
OCT 6, 1999 SHOWN AND  
SUBSCRIBED BY ANGIE  
D. DICK [Signature]  
NOTARY PUBLIC

[Signature]

DEC 4, 1999 SHOWN AND  
SUBSCRIBED BEFORE ME  
BY RICHARD H. GUBINTAK  
AND RICHARD A. TUGO  
[Signature]  
NOTARY PUBLIC

Notarial Seal  
David W. Bentley, Notary Public  
New Britain Twp., Bucks County  
My Commission Expires March 14, 2002  
Member, Pennsylvania Association of Notaries

Notarial Seal  
David W. Bentley, Notary Public  
New Britain Twp., Bucks County  
My Commission Expires March 14, 2002  
Member, Pennsylvania Association of Notaries

NOTARIAL SEAL  
COLLEEN M. KEEFER  
NOTARY PUBLIC  
PENNDLE BOROUG, BUCKS COUNTY  
My Commission Expires June 2, 2003

[Signature]  
Oct 7, 1999

SHOWN + SUBSCRIBED BEFORE  
ME BY STEPHEN GRIND,  
KNOWN TO ME

NOTARIAL SEAL  
EILEEN HAGAN, Notary Public  
Upper Dublin Twp., Montgomery Co., PA  
My Commission Expires May 11, 2002

[Signature]  
12-13-99

Exhibit "A"  
Legal Description of  
Phase 2 Property

ALL THOSE CERTAIN lots or pieces of ground situate in the Township of New Britain, County of Bucks and State of Pennsylvania, bounded and described according to a Final Plan of Rocky Meadows made by DiCroce & Leapson, Registered Professional Engineers, dated 12/21/1977, last revised 9/3/1987, said plan recorded in the Office of the Recorder of Deeds in Doylestown, Pa, on \_\_\_\_\_ in Plan Book \_\_\_\_, page \_\_\_\_\_; described as follows:

BEGINNING at a point on the Northeasterly side of School House Road (30 feet wide) at a corner of lands now known as "Rocky Meadows Phase 1"; thence extending from said point of beginning along said side of School House Road, North 11 degrees 00 minutes 40 seconds West the distance of 904.49 feet to a point in line of land now or late of Huntingdon Lumber & Millwork, Inc.; thence along said land, North 57 degrees 37 minutes 50 seconds East the distance of 628.20 feet to an Iron Pin found in line of land of Bernard Till; thence along lands now or late of Bernard Till, Thomas F. Magnavita, Wm. Golby, Jr., Richard C. Traganza, Michael Droogan, and James Brinton, South 42 degrees 56 minutes East the distance of 1041.15 feet to a point in line of land now or late of George Di Comizio; thence along land of Di Comizio, the two (2) following courses and distances: (1) South 47 degrees West 158.40 feet to a point and (2) South 48 degrees 45 minutes East 121.08 feet to a point; thence along lands now or late of Rocky Meadows Phase 1 the twelve (12) following courses and distances: (1) South 41 degrees 15 minutes West 128.91 feet to a point (2) South 48 degrees 45 minutes East 84.71 feet to a point (3) South 33 degrees 40 minutes West 195.00 feet to a point; (4) South 35 degrees 31 minutes 18 seconds West 65.60 feet to a point (5) on the arc of a circle curving to the left in a Southwesterly direction having a radius of 175.00 feet the arc distance of 175.09 feet to a point; (6) South 66 degrees 50 minutes West 25 feet to a point (7) North 23 degrees 10 minutes West 10 feet (8) South 66 degrees 50 minutes West 28.65 feet to a point (9) on the arc of a circle curving to the right having a radius of 65.00 feet the arc distance of 36.30 feet to a point, (10) North 81 degrees 10 minutes West 26.33 feet to a point (11) North 08 degrees 50 minutes East 45.00 feet to a point (12) North 81 degrees 10 minutes West 54.31 feet to a point a corner of lot 139 on said plan; thence along lot 139 the five (5) following courses and distances: (1) on the arc of a circle curving to the left in a Northerly and Northwesterly direction having a radius of 745 feet the arc distance of 298.01 feet to a

point of compound curve; (2) on the arc of a circle curving to the left in a Northwesterly direction having a radius of 600 feet the arc distance of 484.33 feet to another point of compound curve; (3) on the arc of a circle curving to the left in a Westerly and Southwesterly direction having a radius of 307.63 feet the arc distance of 185.30 feet to a point (4) South 78 degrees 59 minutes 20 seconds West 67.64 feet to a point and (5) South 11 degrees 00 minutes 40 seconds East 546.36 feet to a point a corner of Rocky Meadows Phase 1 on said plan; thence extending South 78 degrees 59 minutes 20 seconds West 100.00 feet to the first mentioned point and place of beginning.

COUNTY PARCEL NUMBER 26-5-13 (part)

BEING Phase 2 as shown on said Plan; comprising in area lots 60 to and including 138, the beds of Boulder Drive, Boulder Court, Rocky Court North, Rocky Lane and all open space within perimeters of the above described tract of ground.

point of compound curve; (2) on the arc of a circle curving to the left in a Northwesterly direction having a radius of 600 feet the arc distance of 484.33 feet to another point of compound curve; (3) on the arc of a circle curving to the left in a Westerly and Southwesterly direction having a radius of 307.63 feet the arc distance of 185.30 feet to a point (4) South 78 degrees 59 minutes 20 seconds West 67.64 feet to a point and (5) South 11 degrees 00 minutes 40 seconds East 546.36 feet to a point a corner of Rocky Meadows Phase 1 on said plan; thence extending South 78 degrees 59 minutes 20 seconds West 100.00 feet to the first mentioned point and place of beginning.

COUNTY PARCEL NUMBER 26-5-13 (part)

BEING Phase 2 as shown on said Plan; comprising in area lots 60 to and including 138, the beds of Boulder Drive, Boulder Court, Rocky Court North, Rocky Lane and all open space within perimeters of the above described tract of ground.