

PC 887371-D  
2-21-78  
27-2128

SA12109

(27A)H-0578

0007-457  
0007-458

TOH 22558  
TOH 22457

TA 9705369

P-14112-6

0096-833YR

(FFA)

27-2128  
62671-7

DECLARATION OF COVENANTS AND RESTRICTIONS

FIELDSTONE AT SOLEBURY

D2833-327

8-8-1988

TABLE OF CONTENTS

	<u>PAGE(S)</u>
<u>ARTICLE I</u> - <u>Definitions</u> .....	3
<u>ARTICLE II</u> - <u>Property Subject To This Declaration</u> ....	6
Section 1. - Existing Property.....	6
Section 2. - Additions to Existing Property.....	6
<u>ARTICLE III</u> - <u>Property Rights In The Common Property</u> ..	7
Section 1. - Members' Easement of Enjoyment.....	7
Section 2. - Title To Common Property.....	7
Section 3. - Extent of Members' Easements.....	7
Section 4. - Use Of The Common Property.....	10
Section 5. - Easements For Signs.....	11
Section 6. - Easements For Mailboxes.....	11
<u>ARTICLE IV</u> - <u>Membership In and Management Of THE</u> <u>FIELDSTONE HOMEOWNERS' ASSOCIATION</u> .....	12
Section 1. - Membership.....	12
Section 2. - Membership Fee.....	12
Section 3. - Management Of Association.....	12
Section 4. - Voting Rights.....	12
Section 5. - Control Of Association By Declarant.....	13
Section 6. - Copy Of Budget And Letter of Adequacy...	14
<u>ARTICLE V</u> - <u>Covenant For Association Maintenance</u> <u>Assessments</u> .....	15
Section 1. - Creation of Lien and Personal Obligation For Assessments.....	15
Section 2. - Purpose of Assessments.....	15
Section 3. - Amount of Annual Assessments.....	16
Section 4. - Date of Commencement of Annual Assessments and Due Date.....	17
Section 5. - Special Assessments.....	17
Section 6. - Subordination Of The Lien To Mortgage...	18
Section 7. - List of Assessments, Certificate As To Payment.....	19
Section 8. - Default.....	19
Section 9. - Contributions By Declarant.....	20
<u>ARTICLE VI</u> - <u>Exterior Maintenance</u> .....	21
Section 1. - Areas of Maintenance.....	21
Section 2. - Assessment Of Cost.....	21
Section 3. - Access At Reasonable Hours.....	21
Section 4. - Willful Or Negligent Acts.....	21
Section 5. - Breakage Of Water or Sewer System.....	22
Section 6. - Weatherproofing.....	22
Section 7. - Right To Contribution Runs With Land....	22
Section 8. - Trash.....	22

TABLE OF CONTENTS (Continued)

<u>ARTICLE VII</u>	-	<u>Control Committee</u> .....	23
Section 1.	-	The Control Committee.....	23
Section 2.	-	Architecture and Construction.....	24
<u>ARTICLE VIII</u>	-	<u>Restrictions</u> .....	25
Section 1.	-	Purpose.....	25
Section 2.	-	Exterior Antenna.....	25
Section 3.	-	Signs.....	25
Section 4.	-	Clothing.....	25
Section 5.	-	Livestock.....	26
Section 6.	-	Parking.....	26
Section 7.	-	Temporary Structures.....	26
Section 8.	-	Garbage.....	26
Section 9.	-	Sporting Equipment.....	26
Section 10.	-	Nuisances.....	27
Section 11.	-	Fences.....	27
Section 12.	-	Digging.....	27
Section 13.	-	Insurance Violations.....	27
Section 14.	-	Garage Conversions.....	27
Section 15.	-	Renting.....	27, 28
Section 16.	-	Conservation Easements.....	29
Section 17.	-	Misuse of Common Property.....	29
Section 18.	-	Automobile Repair.....	29
Section 19.	-	Lawns.....	29
Section 20.	-	Snow.....	30
Section 21.	-	Trail Bikes, Etc.....	30
Section 22.	-	Water Supply.....	30
Section 23.	-	Sewage Disposal.....	30, 31
Section 24.	-	"Decks -Patios".....	30, 31
<u>ARTICLE IX</u>	-	<u>Insurance</u> .....	32
Section 1.	-	Maintenance of Insurance.....	32
Section 2.	-	Waiver Of Subrogation.....	32
Section 3.	-	Destruction and Reconstruction.....	33
<u>ARTICLE X</u>	-	<u>General Provisions</u> .....	34
Section 1.	-	Duration.....	34
Section 2.	-	Notice.....	34
Section 3.	-	Enforcement.....	35
Section 4.	-	Severability.....	35
Section 5.	-	Amendments.....	36
Section 6.	-	By Laws and Administration; Changes in Documents; Power of Attorney.....	36, 37
Section 7.	-	Articles of Incorporation and By Laws of The Association.....	38

TABLE OF CONTENTS (Continued)

<u>ARTICLE XI</u>	-	<u>Institutional Lenders' Rights.....</u>	39
Section 1.	-	<u>Protective Provisions For the Benefit of Institutional Lenders.....</u>	39

EXHIBITS

A	-	Metes and Bounds Description	
B	-	Certificate of Incorporation	
C	-	By Laws	
D	-	Site Plan	
E	-	Budget and Letter of Adequacy	
F	-	Site Plan - Common Property	

D2833-330

DECLARATION OF COVENANTS AND RESTRICTIONS

FIELDSTONE

This Declaration, made this 1st day of July, 19 88 by THE FIELDSTONE PARTNERSHIP, having its principal office at 63 Route 206 South Somerville, New Jersey 08876, and 1065 Route 22 West, Bridgewater, New Jersey 08807" hereinafter called "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant collectively owns all of the real property located in the Township of Solebury, Bucks County, Pennsylvania, as more particularly described in Exhibit A attached hereto (hereinafter the "Entire Tract") which lands consist of approximately 39.38 acres of land; and are generally known as Fieldstone; and

WHEREAS, Declarant currently has approvals for construction on the Entire Tract of 184 units; and

WHEREAS, Declarant contemplates the ultimate establishment on Fieldstone of a community of townhouses and common open spaces for the benefit of the residents of said community; and

WHEREAS, Declarant desires to provide for the preservation of said residences and common open spaces, and to this end, desires to ultimately subject all or part of the Entire Tract to the covenants, restrictions, easements, charges and liens hereinafter set forth, each all of which is and are hereby declared to be for the benefit of said lands and each and every owner of any and all parts hereof; and

WHEREAS, Declarant has deemed it advisable to create an agency to which shall be delegated and assigned the power and authority to maintain certain portions of the Lots and Units thereon and to maintain and administer the Common Property, to administer and enforce the covenants and restrictions governing the Existing Property, and to collect and disburse all assessments and charges necessary for such maintenance, administration and enforcement, all as hereinafter provided; and

TOH 022558  
FAA

WHEREAS, Declarant has caused to be incorporated under the laws of the Commonwealth of Pennsylvania, a non-profit corporation known and designated as the FIBLSTONE HOMEOWNERS ASSOCIATION, INC. as the agency to perform the functions aforesaid, and which are hereinafter more fully set forth.

D2833-332

ARTICLE I

Definitions

Section 1. The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context clearly shall indicate otherwise), the Articles of Incorporation or the By Laws of the Association, shall have the following meanings:

- (a) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the FIELDSTONE HOMEOWNERS ASSOCIATION, INC., a copy of which is attached hereto and made a part hereof as Exhibit B, as the same may from time to time be amended.
- (b) "Association" shall mean and refer to the FIELDSTONE HOMEOWNERS ASSOCIATION, INC., a Pennsylvania non-profit corporation, its successors and assigns.
- (c) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- (d) "By Laws" shall mean and refer to the By Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit C, as the same may, from time to time, be amended.
- (e) "Common Expenses" shall mean and refer to those expenses (including reserves) which are incurred or assessed by the Association in fulfilling its lawful responsibilities.
- (f) "Common Property" shall mean those portions of the Existing Property other than the residential building lots and units, together with all improvements thereto or any other real or personal property, owned by the Association (or used exclusively by its members), as added to by Amendment to this Declaration to annex Existing Property within the Entire Tract. The Common Property is shown on Exhibit P.
- (g) "Declarant" shall mean and refer to The FIELDSTONE PARTNERSHIP, its successors and assigns.

D2833-333

(h) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions, as the same may, from time to time, be amended.

(i) "Developer" shall mean and refer to any party or entity who acquires title from Declarant to one or more Lots, or any portion thereof, for the purpose of the construction of Unit(s) thereon.

(j) "Entire Tract" shall mean and refer to all of the real property located in the Township of Solebury, Bucks County, described in Exhibit A aforesaid and as shown in site plan Exhibit D.

(k) "Existing Property" shall mean and refer to that certain real property located within the Entire Tract, all as more particularly described in Exhibit A.

(l) "Institutional Lender" shall mean and refer to any bank, mortgage banker, savings and loan association or other financial institution or pension fund, which is the owner of a first mortgage of record which encumbers any Lot or Unit. The term "Institutional Lender" shall also mean and refer to any Institutional Lender taking a first mortgage position and any Lot or Unit Owner who sells to another and takes back a purchase money mortgage.

(m) "Lot" shall mean and refer to any individual residential building (Lot(s)) located within any portion of the Existing Property intended for the construction of Unit(s) thereon.

(n) "Member" shall mean and refer to all those owners of Units who are members of the Association as provided in the Articles of Incorporation. Also Herein Referred To As "OWNER".

(o) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit.

(p) "Unit" shall mean and refer to any portion of any building or any individual building designed and intended for independent residential use and occupancy which may be erected on part of the Existing Property, and for



which an initial Certificate of Occupancy has been issued by the Township of Solebury.

(q) "Book of Regulations" shall mean and refer to the document containing rules and regulations and policies of the Association as same may be from time to time amended.

(r) "Party Fence" shall mean and refer to a fence situate, or intended to be situate on the boundary line between adjoining townhouse lots.

(s) "Party Wall" shall mean and refer to the entire wall, all or a portion of which is used for support of each adjoining property, situate, or intended to be situate on the boundary line between adjoining townhouse dwelling units.

D2833-335

ARTICLE II

Property Subject To This Declaration

Section 1. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration, is located in the Township of Solebury, Bucks County, Pennsylvania, and is more particularly described in Exhibit A aforesaid. The Common Property is also included as part of the Existing Property.

Section 2. Additions to Existing Property. Lands in addition to the aforesaid Existing Property may hereafter become subject to this Declaration in the following manner. The Declarant shall have the right, but not the obligation, without further consent of any member of the Association, the Association itself or other party, to bring within the scheme of this Declaration additional lands within the Entire Tract. Any amendment or supplement to this Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, to reflect and adapt to any difference in character of the added properties. Declarant shall also have the right, without consent of any other Member of the Association, to relocate Common Property, as long as such area equals or exceeds that required by law.

D2833-336

ARTICLE III

Property Rights In The Common Property

Section 1. Members' Easement of Enjoyment

Subject to the Provisions of this Declaration, the Articles of Incorporation, By Laws and the rules and regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Lot and Unit.

Section 2. Title to Common Property. Declarant may retain the legal title to the whole or portions of the Common Property until such time as it has completed improvements thereon and until such time as, in the judgment of the Declarant, the Association is able to maintain same. Declarant, however, notwithstanding any provision to the contrary herein, hereby covenants for itself, its successors and assigns, that it shall convey to the Association all of the Common Property not later than sixty (60) days after the issuance by the Township of Solebury of a Certificate of Occupancy for the last Unit to be constructed on the Existing Property, as shown on Exhibit D attached hereto, or ten (10) years from the date hereof, whichever event shall occur first, and the Association shall be obligated to accept such conveyance(s) and shall properly maintain the Common Property in accordance with this Declaration and the By Laws. Retention of title to these areas by the Declarant shall not exempt the Association and Owners from their obligations to maintain such areas.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association, as provided in the By Laws to promulgate rules and regulations for the use and the enjoyment of the Common Property or to suspend the enjoyment and voting rights of any Member for any period during which any assessment, interest or penalty charge (herein sometimes collectively referred to as "assessment") remains unpaid, or for any period during which any infraction of its

published rules and regulations continues, it being understood that any suspension for either nonpayment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment; and

(b) The right of the Association to charge admission and other fees for the use of the Common Property; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Property to any Municipal, County, State, Federal or other public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed upon by the Members, provided that no such dedication, transfer, or determination as to the purposes of or as to the conditions of such dedication or transfer shall become effective unless such dedication, transfer and determination as to purpose and conditions thereof shall be authorized by the vote in person or by proxy of a simple majority of the aggregate votes held by all members of the Association in good standing, and unless written notice of the proposed resolution authorizing such action is sent to every Member at least sixty (60) days in advance of the scheduled meeting, at which such action is to be taken. A true copy of such resolution together with a certificate of a result of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association, and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property, prior to the recording thereof in the Office of the Hucku County Clerk. Such certificate shall be conclusive evidence of authorization by the membership.

(d) The right of Declarant to mortgage the Common Property prior to conveyance to the Association and to take such other actions as would be necessary to prevent foreclosure.

D2833-338

(e) The following easements are hereby established:

(I) A blanket perpetual and non-exclusive easement in, upon, over, under, across and through the Existing Property and Entire Tract for the purpose of the installation, maintenance, repair and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, poles, transformers, master television antennas or cable television facilities, sprinkler lines and control boxes, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Existing Property or the Entire Tract, which easement shall be for the benefit of the Declarant and Developer, the Association or any governmental agency or utility company which requires same for the purpose of furnishing one or more of the foregoing services.

(II) A blanket and non-exclusive easement in, upon, through and over the Existing Property and Entire Tract for the purpose of construction, installation, maintenance and repair of any improvements on the Lots, Units or Common Property, and for ingress and egress thereto, and for the use of all roadways, parking areas and walkways for sales promotion and exhibition purposes which easements shall be for the benefit of (I) Declarant or any Developer, their respective successors and assigns and shall exist for so long as Declarant or any Developer, their respective successors and assigns shall be engaged in the construction, development and sale of Lots or Units on the Existing Property, and (II) the Association on a perpetual basis in connection with the proper discharge of its responsibilities with respect to the Lots, Units or Common Property.

(III) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Existing Property and Entire Tract to the Township of Solebury, the Association, their respective officers, agents and employees and all policemen, firemen and

ambulance personnel in the proper performance of their respective duties.

(IV) A perpetual easement for the benefit of any Lot or Unit Owner upon whose Lot or Unit Declarant or any Developer has constructed or shall construct improvements which encroach upon adjoining Lot(s) Unit(s) or Common Property for the continuance of such encroachments, now existing or which may come into existence hereafter, so that any such encroachment may remain undisturbed so long as the improvements are in existence.

(V) A blanket, perpetual and non-exclusive easement in, upon, over, under, across and through the Existing Property or Entire Tract for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Existing Property or the Entire Tract. No Lot or Unit Owner shall directly or indirectly interfere with or alter the drainage or runoff patterns and systems within the Entire Tract.

(VI) A blanket, perpetual and non-exclusive easement upon, over, and across an adjoining townhouse unit and its respective lot where a unit shares a common wall or a wall of a unit is on a property line or is so situated as to require access to the subject unit from the adjoining lot or unit exterior to (I) the adjoining townhouse unit owner for the purpose of construction, repairs, maintenance and installation of improvements and (II) declarant or any developer, their respective successors and assigns to perform necessary repairs or any other services pursuant to Paragraph (II) preceding.

Section 4. Use of the Common Property. The Common Property shall be used strictly in accordance with the easements granted thereon. There shall be no obstruction or interference whatever with the rights and privileges of other Owners in the Common Property and nothing shall be planted, altered, constructed upon or removed from the Common Property by any Owner (other than Declarant) except by prior written consent of the Control Committee and subject to any required municipal approvals. If an Owner shall violate this section,

the Association shall have the right to restore the Common Property to its prior condition and assess the cost thereof against the Owner who violates this section and such cost shall become a lien upon the Lot or Unit of such Owner, which shall become due and payable upon demand. The Association shall have the same right and powers to collect the cost of such restoration as provided for the collection of delinquent assessments. If an Owner interferes with the rights and privileges of another Owner in the use of the Common Property, the Association or the Owner, in addition to all other remedies available, may commence an action to enjoin such interference and the prevailing party shall be entitled to recover such reasonable counsel fees as the Court may allow together with all necessary costs and disbursements incurred in connection therewith.

Section 5. Easements for Signs. Declarant may erect signs on individual Lots <sup>owned by Declarant</sup> and on the Common Property. Such signs include, but are not limited to, entrance signs, signs containing sales information, numbers, etc. Easements for these signs and for landscaping and fencing installed incident thereto shall exist for as long as the Declarant, any Developer, or the Association chooses to maintain them.

Section 6. Easements for Mailboxes. A perpetual easement shall exist on individual Lots and on the Common Property for the placement of mailboxes by the Declarant, any Developer or the Association. Said mailboxes may serve one or more Units.

D2833-341

ARTICLE IV

MEMBERSHIP IN AND MANAGEMENT OF  
THE FIELDSTONE HOMEOWNERS ASSOCIATION

Section 1. Membership. Every Owner of a Unit or Lot which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit which is subject to this Declaration. Ownership of a Lot or Unit shall be the sole qualification for membership. Membership in the Association shall lapse and terminate when a Member shall cease to be an Owner -- however, any delinquent assessments will still be the personal liability of said Owner despite termination of membership.

Section 2. Membership Fee. Each owner of a Lot or Unit (other than Declarant and any Developer), including successors in title, at or prior to the taking of title, shall pay a prescribed one-time Association fee of \$250. If any Owner owns more than one Lot or Unit, said Owner shall be liable for the membership fee for each Lot or Unit owned and each Lot or Unit successively owned. Said fee is also separate from, and in addition to, assessments and charges referred to herein and in the By Laws. The Association shall have a lien for any unpaid membership fee enforceable in the same manner as set forth in Article V. (Fee is Non-Refundable)

Section 3. Management of Association. The Association shall be managed by a Board of Directors and Association officers in accordance with the provisions of the Certificate of Incorporation of the FIELDSTONE HOMEOWNERS ASSOCIATION and the Association By Laws, a copy of which is attached hereto and made a part hereof.

Section 4. Voting Rights. The Owner of each Lot and Unit shall be entitled to one (1) vote. (Class A Votes) If there is more than one (1) Owner of a Lot or Unit, the vote shall be apportioned proportionately. One co-owner of a Lot or Unit shall be deemed to be authorized to cast the vote for that Lot or Unit unless the Association is otherwise expressly advised in writing. The Declarant shall be entitled to ten (10) votes (Class B) for each unit in the complex.



which has not had its title conveyed to any prospective purchaser.

Section 5. Control of Association by Declarant.

(a) In order to properly and efficiently develop the Properties subject to this Declaration, Declarant reserves the right to control the Association by the election of all Directors during the period of development subject to the following limitations:

1. Within 60 days after conveyance of title to 75% of the Lots or Units to owners other than any developer, 40% of the Board of Directors shall be elected by the Owners other than Declarant or any Developer at a special election for such purpose called by the Board.

2. (a) Within 120 days after conveyance of title to 75% of the Lots or Units to owners other than any developer, Declarant's control of the Board of Directors shall terminate at which time the Owners, other than Declarant or any Developer, shall elect the entire Board, at a special election for such purpose called by the Board, except that Declarant reserves the right to elect one member of the Board of Directors for so long as there are any Lots or Units remaining unsold in the regular course of business, anything to the contrary notwithstanding. The Director appointed by the Declarant shall have veto power in all matters brought before the Directors

Notwithstanding the foregoing, Declarant reserves the right to turn over control of the Association to the owners, other than Declarant or any Developer, prior to such time, provided the Owners agree by majority vote to assume control.

(b) Upon assumption of control of the Board of Directors by the Owners, other than Declarant or any Developer, the Declarant shall deliver to the Association, if not already in its possession, all documents pertinent to the Association, such as a copy of this Declaration, Association Certificate of Incorporation, Association By Laws and minute book, all Association rules and regulations, an accounting of Association funds (which need not be certified), all

Association bank records and funds, Association personal property, insurance policies, government permits and approvals, a membership roster and all contracts and agreements relative to the Association.

(c) The Association, when controlled by the Owners, other than Declarant or any Developer, shall not take any action that would be detrimental to, or interfere with, the sale of Lots or Units by Declarant or any Developer, and shall continue the same level of maintenance, operation and services as immediately prior to their assumption of control, until the last Lot or Unit is sold by Declarant or any Developer and title is closed.

Section 6. Copy of Budget and Letter of Adequacy.

A copy of the budget of the Association and a letter of adequacy of said budget are attached hereto as Exhibit E. The budget is for the first year of full occupancy based upon construction and conveyance to unit purchasers of 75 units and reflects the proposed annual assessment and monthly charges to be assessed to each type of unit. Such assessments will be collected on a monthly basis. A budget for the entire project, based on 184 units conveyed, is also attached as Exhibit E. Purchasers will pay assessments based on the budget for full occupancy of all phases included in the development. Thus, until a second phase is added, Purchasers in Phase I will pay assessments based on the budget for Phase I, containing 75 units.

D2833-344

ARTICLE V

Covenant for Association Maintenance Assessments

Section 1. Creation of Lien and Personal Obligation for Assessments. Excepting the Declarant or any Developer, each owner of a Unit, by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed, shall be deemed to covenant and agree to pay the Association: (1) general assessments or charges, and (2) special assessments; such assessments to be established and collected as hereinafter provided. The general and special assessments, together with interest, costs and reasonable counsel fees incurred in connection with collection thereof, shall be a continuing lien upon the Unit against which each such assessment is made, (subject to any prior recorded mortgage thereon). Each such assessment together with interest, costs and reasonable counsel fees, shall also be the personal obligation of the Owner of such property at the time when the assessment accrued. The personal obligation for delinquent assessments shall also pass to an Owner's successor in title by his acceptance of title to such Unit for which such assessments are delinquent, except as otherwise provided herein.

Section 2. Purpose of Assessments. The Owners, through the Association, shall be responsible for the care, maintenance, repair and improvement of the Common Property. In addition, the Association shall maintain the grass, trees and shrubs on the islands formed by the circular cul-de-sacs and boulevards in certain roadways within the Existing Property. The Association shall maintain the lawn areas contained in private yards. This maintenance is restricted to lawns and does not include shrubs and shrub and flower beds. The Association shall also maintain the parking lots. Such maintenance shall be funded by assessments against the Unit Owners, other than the Declarant or any Developer, and such responsibility of maintenance shall be by the Association, whether title to the Common Property is in the Declarant or has been conveyed to the Association. Declarant and Developers

must pay assessments on Units completed in proportion to the benefit derived. Further, the Township of Solebury shall have a continuing lien against each such Unit for its pro rata share of all real estate taxes due and payable to the Township of Solebury by the Association for real estate taxes assessed against the Common Property. Such lien shall be apportioned equally among all Units and shall be enforceable by the Township of Solebury in the manner provided by law with respect to the real estate taxes assessed directly against each such Unit.

No Unit Owner may waive or otherwise avoid liability for the aforesaid Common Expenses by non-use of the Common Property, or otherwise. The annual Common Expense assessments levied by the Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners of Units and costs and expenses incident to the operation of the Association, including, without limitation, the maintenance of services furnished by the Association, the repair and replacement of improvements on the Common Property, payment of all taxes and insurance premiums, and all costs and expenses incidental to the operation and administration of the Association and its facilities and services. The Association may also provide for maintenance of the exterior of some or all Units and may provide liability and property damage insurance covering some or all Units, should the Board of Directors so elect, which could increase the unit assessment.

The Board of Directors shall include in the general assessment a charge to establish a fund for future repairs, and private property where maintenance and replacement of Common Property. This fund indicated shall be known as a reserve fund.

Section 3. Amount of Annual Assessments. It shall be an affirmative obligation of the Association Board of Directors to fix Common Expense assessments in an amount sufficient to maintain and operate the Common Property, to maintain improvements which the Association is obligated to so maintain, to fulfill its assumed maintenance and repair function with regard to Units, if applicable, as set forth

herein, to pay all taxes on the Common Property, and to place and maintain in full force and effect all of the insurance coverage provided for in the By Laws. Subject to the provisions of the By Laws, such assessments shall be borne equally among all Units, except that only expenses for maintenance of Units shall be allocated only to those Units maintained, as set forth in Article VI herein.

Section 4. Date of Commencement of Annual Assessments and Due Dates. The annual Common Expense assessments provided for herein shall commence on the date fixed by the Board to be the date of commencement and shall be due and payable Monthly , in advance, on the first day of each month , or at such intervals as determined by the Board of Directors.

Section 5. Special Assessments. In addition to the annual Common Expense assessments authorized in Section 3 of this Article, the Association may levy, at any time, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary furniture, fixtures, equipment, and other personal property related thereto, or other lawful purpose, including repair or replacement of such drainage basins on the Common Property which the Association may be obligated to maintain, provided that any such special assessment shall be authorized by the Board of Directors.

at a meeting duly called for such purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and which notice shall set forth the purpose of the meeting. However, while the Declarant maintains a majority of the Board of Directors, it shall make no additions, alterations, improvements or purchases not contemplated in this Offering which would necessitate a special assessment or a substantial increase in the assessment

unless required by a government agency, title insurance company, mortgage lender, or in the event of emergency.

Section 6. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to any lien for past due and unpaid taxes and the lien of any first mortgage or mortgages held by an Institutional Lender now or hereafter placed upon any Lot or Unit; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of any such Lot or Unit pursuant to judgment of foreclosure or a deed in lieu of foreclosure. Such sale or transfer shall not relieve any such Lot or Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

If any Institutional Lender or other purchaser of a Lot or Unit obtains title to such Lot or Unit as a result of foreclosure of such first mortgage (or by a deed of conveyance in lieu thereof), such acquirer of title, his successors and assigns shall not be liable for the assessments by the Association pertaining to such Lot or Unit chargeable to the former Owner thereof which became due prior to acquisition of title as a result of the foreclosure. Such unpaid sums shall be deemed to be Common Expenses collectible from all of the remaining Owners including such acquirer, his successors and assigns.

Liens for unpaid assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. Subject to the foregoing exceptions, suit to recover a money judgment for unpaid assessments may be maintained against the record Owner of the Unit as of the effective date of the assessment or against all subsequent record Owners thereof, without waiving the lien securing same, all of which record Owners shall be jointly and severally liable with respect to same.

D2833-348

Section 7. List of Assessments, Certificate as to Payment. The Board shall cause to be prepared, at least thirty (30) days in advance of the due date of each assessment, a list of the properties and the assessments applicable thereto, according to the names of the owners thereof, which list shall be kept in the Office of the Association and shall be open to inspection, upon request, by any Owner of a Unit. Written notice of the Common Expense assessment shall be sent to every Owner subject thereto.

The Association shall, upon the request of any Owner or Institutional Lender, furnish to such Owner or mortgagee, a certificate in writing, signed by an officer of the Association, or the Manager, indicating the status of assessment payments for the subject Unit. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

Section 8. Default. In the event one or more of the installment payments of the general or special assessments are not paid within thirty (30) days from the date the same shall become due and payable, then the entire delinquent assessment(s), together with interest thereon at the maximum legal rate and cost of collection including a reasonable counsel fee, thereupon shall become a continuing lien on the property which shall bind such property in the hands of the then Owner, its successors in title and assigns, (subject to any previously recorded mortgage). The personal obligation of the then Owner to pay such assessment, however, shall remain said Owner's personal obligation until same is paid - - even after said Owner has sold his Unit. The acquirer of title to a Unit shall be jointly and severally liable with his predecessor in title thereto for the amounts owing by the latter to the Association right up to the time of the transfer of title, without prejudice to the acquirer's right to recover from his predecessor in title the amount paid by him as such joint debtor. The Association shall issue

to every acquirer upon his request a statement of such amounts due, and the acquirer's liability for such pre-ownership delinquent assessments under this covenant shall be limited to the amount as set forth in said statement. A monthly \$10 late charge will automatically be applied for assessments not paid within 15 days of due date.

If an installment of the Common Expense assessment (general and/or special) payment is not paid within thirty (30) days after the same has become due and payable, the assessment shall bear interest from the date of delinquency which is the date same was due and payable, at the then maximum legal rate per annum, and the Association may bring action at law against the Owner to recover the same, or to foreclose the lien against the Unit of the Owner personally obligated to pay the same and there shall be added to the amount of such assessment a reasonable attorney's fee, together with the costs of the action.

In addition to the rights set forth in this Section 8, the Board may accelerate assessments in accordance with Article VI, Section 8 of the By-Laws.

Section 9. Contributions by Declarant. From time to time, Declarant or any Developer, may make donations to the cost of maintaining the common areas and to the cost of other items in the Association budget. Such donations are gratuitous and shall not be deemed to create any obligation on the part of the Declarant or any Developer. Contributions by Declarant or any Developer shall not artificially lower assessments.

D2833-350



ARTICLE VI

Exterior Maintenance

Section 1. Areas of Maintenance. The

Association shall maintain the Common Property and other areas as required by the Township of Solebury and may also provide exterior maintenance services for all or some Units. This includes painting or staining all exterior wood surfaces of individual units. Roof maintenance shall be restricted to periodic roof replacement under the roof material guarantee provisions. Incidental roof leaks shall be the responsibility of the unit owner. The nature and extent of such maintenance and the charge therefor, if any, shall be determined by the Board of Directors.

Section 2. Assessment of Cost. The cost of

such exterior maintenance, if undertaken by the Association, shall be assessed by the Association against the Units so maintained as part of the general maintenance assessment or charge to which such Unit is subject under Article V hereof and, it shall be a lien and obligation of the Unit Owner and shall become due and payable in all respects as provided in Article V hereof.

Section 3. Access at Reasonable Hours. For the

purpose solely of performing the exterior maintenance pursuant to this article, the Association, through its duly authorized agents or employees shall have the right to enter upon any Unit or work upon the exterior of any Unit at reasonable hours on any day. This right shall be exercised upon notice to the unit owner except in emergency.

Section 4. Willful or Negligent Acts. In the

event that the need for maintenance or repair is caused through the willful or negligent act or omission of an Owner, his family, guests, invitees or lessees, the cost of such maintenance and repairs shall be added to and become a part of the assessment to which such Owner's Unit is subject.

D2833-351

Section 5. Breakage of Water or Sewer System.

In the event that there is breakage or leakage in the water system or sewer and sewerage system or because of any other condition in a Unit or Lot which has caused or will cause damage to other Units or Lots and/or Common Property, the Association reserves the right, on notice to the Owner or without notice if notice is impractical, to enter the Unit or Lot for the purpose of repairing the water system or sewer and sewerage system or condition. Any repairs so made shall be charged to the Owner of that Unit.

Section 6. Weatherproofing. Notwithstanding any other provisions of this Article, any Owner who, by his negligence or willful act, causes the other party to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 7. Right to Contribution Runs with 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.

Section 8. Trash. Trash and Garbage pick up will be arranged by the Association and paid for through the general assessment.

Section 9. Street Lights. Street light maintenance will be the responsibility of the Association.

D2833-352

ARTICLE VII

Control Committee

Section 1. The "Control Committee" is hereby established, as a committee of the Association Board of Directors to be composed of three (3) members, said members to be appointed initially by the Declarant to serve until control of the Association is transferred to the Owners other than Declarant. One member of said Control Committee shall be a Unit Owner other than Declarant or any Developer who shall serve until the transfer of control of the Association from Declarant to Unit Owners other than Declarant. Declarant may appoint this Unit Owner member of the Control Committee at any time during the development period, prior to the turnover of control to Unit Owners other than Declarant. Thereafter, members of the Control Committee shall be appointed by the Board of Directors <sup>from unit owners</sup> for three (3) year terms. However, the initial terms shall be for 1, 2 and 3 years respectively so that the subsequent 3 year terms will be staggered. A majority of the Committee may designate a member to act for the Committee. In the event of the death, resignation, or inability to serve of any Member of the Control Committee, the Board of Directors shall have full authority to appoint a substitute member who shall serve as aforesaid. The members of the Committee shall not be entitled to compensation for services performed as Committee Members.

The function of the Committee shall be to approve or disapprove, in writing, all written applications submitted as required by this Declaration which generally include, but are not limited to, applications to paint or change the exterior of units or construct additions or fences decks, patios, storm doors or make other changes to units.

D2833-353

Section 2. Architecture and Construction. For the purpose of preserving and protecting the harmonious appearance of the Existing Property and Entire Tract, no building, fence, wall, walkway, excavation, landscaping or grading operation, or any structure shall be commenced, erected, reconstructed, removed from, or repaired upon the Existing Property, nor shall any addition to or change or painting or alteration to any Unit exterior therein be made until the plans and specifications showing the nature, kind, shape, color, height, materials, and location of the same shall have been submitted to and approved in writing, as to harmony of design and location in relation to surrounding structures and topography by the Control Committee. All Units in the same townhouse buildings shall use the same color scheme for, including but not limited to, siding, trim, windows, gutters, roof, shutters, awnings and decks. The Control Committee shall render its decision, in writing, on any matter submitted to it in writing within 60 days of such submission. Declarant and any Developer shall not be subject to such review.

It is the function of the control committee to establish reasonable guide lines for all matters under its jurisdiction.

D2833-354

ARTICLE VIII

Restrictions

All Owners, including Declarant and any developer, except as herein otherwise provided, as well as all guests, residents, occupants, lessees, etc., in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Certificate of Incorporation, By Laws of the Association, and rules and regulations that may be promulgated by the Association, shall be subject to and agree to abide by the following restrictive covenants, which shall be applicable to all Owners, occupants, guests, invitees, tenants, residents and lessees, etc., to wit:

Section 1. No Lot or Unit (other than models used by Declarant or any Developer) shall be used for any purpose other than as and for a single family residence or dwelling.

Section 2. No exterior radio, television or electronic antenna or aerial of any kind shall be erected, maintained, or operated upon any Unit except as designated and approved by the Control Committee. No statues, sculptures, bird baths, awnings or other similar objects may be affixed or placed on any private yard without the expressed approval of the Control Committee.

Section 3. No signs of any nature whatsoever shall be erected or displayed upon any of the Existing Property except when express prior written approval of the size, shape, content, and location thereof has been obtained from the Control Committee, and a permit for same obtained from the Township of Solebury, if required. Excepted from this provision are signs used by the Declarant or any Developer during the construction and sales period, and signs erected by Declarant, any Developer or the Association, such as entrance signs, directional signs, etc.

Section 4. No clothing, bedding, or other similar items shall be dried or aired in any outdoor area, including private yards. Fireplace wood may only be stored in locations approved in writing by the Association.

Section 5. Livestock and Poultry -- no animals, livestock, pigeons, or poultry of any kind shall be raised, bred or kept on any Lot or in any Unit, except that dogs, cats or other common household pets (no exotic pets) may be kept provided they are not kept, bred or maintained for any commercial purpose. There shall be no more than two common household pets in the aggregate in any Unit. Animals shall not be housed outside of any Unit. <sup>When outside, animals shall be leashed and the owner shall be responsible for clean-up.</sup>

Section 6. The parking or storage of motor vehicles except upon designated paved areas is prohibited. The overnight parking or storage of trucks or any other commercial vehicles is prohibited, unless housed in a garage. The parking or storage of any recreational vehicles, including but not limited to camping vehicles, boats, boat trailers, and other trailers, upon the Existing Property is prohibited. Overnight on street parking is prohibited except in designated areas.

Section 7. Temporary Structures -- No structure of a temporary character, trailer, tent, shed, barn, dog houses or other outbuilding shall be used on any Lot or anywhere on the Existing Property at any time as a residence either temporarily or permanently. Treehouses are prohibited.

Section 8. Garbage and Refuse Disposal -- No Lot or portion of the Common Property or Existing Property shall be used or maintained as a dumping ground for rubbish or any type of waste, including garden waste. Trash, garbage or other waste shall not be kept except in sanitary containers awaiting disposal. Trash, leaves and other similar material shall not be burned without the written consent of the Association.

Section 9. All sporting equipment, toys, outdoor cooking equipment, and other equipment and supplies necessary or convenient to residential living shall be stored within the Unit, or shall be screened in the rear of the Lot, with the approval of the Control Committee.

D2833-356

Section 10. Nuisances -- The storage or collection of rubbish of any character whatsoever, any materials that emit foul or obnoxious odors, the growing of any noxious weed or other natural substance, and the harboring of the source of any noise or activity which unreasonably disturbs the peace, comfort or serenity of other Owners is prohibited.

Section 11. No fences, hedges, screening or the like shall be permitted on the grounds of any Lot or Unit except as installed by Declarant or a developer or as approved in writing by the Control Committee.

Section 12. Except for Declarant or a Developer, no Lot or Unit Owner, guest, lessee, resident, occupant, invitee, etc., shall commence any digging or earth moving or regrading operations of any nature whatsoever without first obtaining permission of the Control Committee. This section is intended as a protection against inadvertent disruption of surface drainage, underground services and creation of a nuisance to other property owners.

Section 13. Nothing shall be done or kept in or on any Lot or Unit which will increase the rate of insurance maintained by the Association nor result in the cancellation of such insurance.

Section 14. No garage may be converted to living space. Every garage shall be kept usable as a garage for passenger motor vehicles.

Section 15. Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than (1) year, except that any Owner including Declarant or a Developer may rent a Unit for a period less than (1) year to a contract purchaser. Other than the foregoing, an Owner shall have the absolute right to lease a Unit, provided that the Lease is in writing and its terms are subject to the provisions of this Declaration, the By Laws and rules and regulations of the Association, including the right of amendment reserved to Declarant therein and provided further that any failure of the

lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease. Declarant and any Developer, however, shall have the right to rent any unsold units without regard to the limitation aforesaid. No Owner may lease less than an entire Unit. Lease of a Unit shall not relieve the Owner from the duty to pay all assessments as provided herein. In the event a tenant fails to comply with the provisions of this Declaration, the By Laws or rules and regulations then, in addition to all other remedies which it may have, the Association may notify the Unit Owner of such violation(s) and demand that the same be remedied through the Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violation(s). Such action shall not be comprised or settled without the prior written consent of the Association. In the event the Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees incurred. Said costs and expenses shall be due and payable upon demand by the Association and shall be deemed to constitute a lien on the particular Unit involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Common Expenses. By acceptance of a deed to any Lot or Unit, each and every Owner does hereby automatically and irrevocably name, constitute, appoint and confirm the Board as his attorney-in-fact for the purposes described in this Section 15.

D2833-358



Section 16. Certain lots in the development are subject to conservation easements as indicated on the various filed final plats for the Existing Property. Restrictions imposed within these easements by Solebury Township are as follows:

a. No trees, shrubs or other vegetation shall be removed or destroyed on lands subject to the conservation easement, except with approval of the Township Engineer. Mowing of turf areas may take place.

b. No structures of any description shall be stored, erected or placed on lands subject to the easement.

c. No storage of any materials, machinery or vehicles shall take place on lands subject to the easement.

d. Maintenance of lands subject to the easement is the responsibility of the property owner.

e. It is the intent of these restrictions to maintain a naturalized buffer area upon the lands subject to the easement.

Section 17. A Lot Owner shall not place or cause to be placed any furniture, equipment or objects of any kind within the Common Property except as permitted in writing by the Control Committee.

Section 18. It is prohibited to use any Lot or any part of the Existing Property for automobile repair work of any kind; it is further prohibited to maintain on any Lot or any part of the Existing Property any automobile that is not operable or roadworthy or lawfully registered.

Section 19. Lawns shall be mowed and weeds removed at least once a week between April 15th and November 15th of each year. Each individual homeowner shall be responsible for the performance of this work at his own cost and expense, if the association votes to not perform this maintenance, and the maintenance fee shall be adjusted accordingly.

D2833-359

Section 20. The removal of snow on any common/public sidewalks in parking areas within the common property and the individual walkway from the front door shall be the responsibility of the association. The removal of snow from the individual driveways and any other areas the lot owner wants snow removed from shall be the responsibility of the lot owner at his own cost and expense.

Section 21. Any non-conventional motor vehicles including, but not limited to, trail bikes, dune buggies, and snowmobiles shall not be driven upon any streets, parking areas, pathways or open spaces, etc. except as may be authorized in writing by the association.

Section 22. Water Supply. No individual water supply system shall be permitted on any lot except as may be required by Declarant and/or the Association.

Section 23. Sewage Disposal. No individual sewage-disposal system (cesspool, septic tank, etc.) shall be permitted on any lot.

Section 24. Decks/Patios. No hedges, screening, privacy partitions or the like shall be permitted on the grounds of any lot or unit except as installed by the Declarant or the developer or as approved in writing by the Control Committee.

No fence other than temporary fence built by Declarant or the developer shall be permitted.

No owner of any lot or unit shall be permitted to enlarge, enclose, or to make any structural alterations to any deck and/or patio installed by the Declarant or developer.

Further, no owner of a lot or unit is permitted any deck or patio to be covered with any kind of covering or structure whether permanent or temporary. This prohibition does not extend to normal maintenance.

The only type of deck and/or patio allowed to be constructed upon any lot or attached to any unit is to be of a kind constructed by Declarant or developer.

RESTRICTIONS --(CONTINUED)

The Board shall have the power to make such rules and regulations as may be necessary to carry out the intent of these use restrictions and shall have the right to bring lawsuits to enforce the rules and regulations promulgated by it. The Board shall further have the right to levy fines for violations of such regulations or the provisions of this Declaration or the By Laws, provided that the fine for a single violation may not, under any circumstances, exceed \$50.00. For each day a violation continues after notice, it may be considered a separate violation. Any fine so levied shall be considered as an assessment levied against the particular Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of other assessments. Fines may be levied against an Owner's tenant and the Owner shall be jointly and severally liable with his tenant for the payment of same. In the event the Association institutes legal action for collection of any fines, then the defendant(s) shall be responsible for payment of reasonable attorney's fees of the Association plus interest and costs of suit.

So long as the Declarant is engaged in developing or improving any portion of the Properties, it shall be exempted from the provisions of this Article affecting movement and storage of building materials and equipment, erection and maintenance of model Living Units. Such exemption shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

D2833-361

ARTICLE IX

Insurance

Section 1. Maintenance of Insurance

(a) The Association shall provide public liability insurance covering the Common Property in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Association shall also provide workers' compensation insurance and fiduciary and indemnification coverage for officers and employees with scope of coverage and policy limits as the Board of Directors deems reasonable and necessary.

(b) The Association, at its option, may also obtain a blanket insurance policy covering all or some Units against fire, with extended coverage, vandalism and malicious mischief, with all risk endorsement, in the name of the Owner and the Association to cover a minimum of the entire replacement cost of the Unit, with each Unit Owner paying for the insurance coverage for his Unit; or such insurance costs may be assessed proportionately among the Units covered as part of the maintenance charge or the Association may require that each Unit Owner maintain individual insurance policies providing the coverage aforesaid, in which event the Owner shall provide the Association with the copy or certificate of said policy. Insurance coverage by owners is compulsory in amounts satisfactory to and approved by the Directors.

Section 2. Waiver of Subrogation. To the extent permitted by the standard Pennsylvania form of fire and extended coverage insurance and to the extent benefits are paid under such policy, each Owner, the Declarant, any Developer and the Association do hereby mutually release each from the other, and their respective officers, agents, employees and invitees, from all claims for damage or destruction to their respective physical properties if such damage or destruction to result from one or more of the perils covered by the standard Pennsylvania form of fire and extended insurance coverage.

Section J. Destruction and Reconstruction.

Each Unit Owner, by acceptance of ownership, agrees and covenants that if his Unit shall be fully or partially destroyed by fire or otherwise, he shall reconstruct said Unit expeditiously, pursuant to plans approved by the Control Committee. The Association at its election, may do such repair or restoration on behalf of the Owner. Proceeds of insurance as provided shall be applied to the cost of repair or restoration. Any reconstruction shall be subject to all other applicable provisions of this Declaration and applicable governmental regulations.

D2833-363

ARTICLE X

General Provisions

Section 1. Duration. This Declaration shall be perpetual, run with and bind all of the Existing Property, and shall inure to the benefit of and be enforceable by the Association, and the Lot and unit Owners, their respective successors, assigns, heirs, executors, administrators and personal representatives, except that the covenants and restrictions set forth in Article VIII shall have a term of Perpetuity from the date this Declaration is recorded in the Office of the Bucks County Clerk, unless at least a simple majority of the Owners in number and in interest, shall sign an instrument, or instruments (which may be in counterparts) in which they shall agree to terminate any or all of said covenants and restrictions in any manner as may be provided by law; but no such agreement shall become binding unless written notice containing the terms of the proposed agreement is sent to every Owner at least ninety (90) days in advance of the action taken in authorizing said agreement, and, in any event, any such agreement shall not become effective and binding until three (3) years after the recording of the aforesaid fully executed instrument or instruments containing such agreement.

Section 2. Notice. Any notice required to be sent to any Member under the provisions of this Declaration or the Articles of Incorporation or the By Laws of the Association shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, addressed to the Member or Owner at the last known post office address of the person who appears as a Member on the records of the Association at the time of such mailing. Notice to one of two Owners of a Lot or Unit shall constitute notice to all Owners thereof. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing

D2833-364

of any change of address. Valid notice may also be given to members by (I) personal delivery to any occupant of any dwelling over fourteen (14) years of age or (II) by affixing said notice to or sliding same under the front door of any dwelling within the Existing Property.

Section 3. Enforcement. Enforcement of this Declaration shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin such violation or threatened violation, to recover damages, and against the Lot or Unit of any Member to enforce any lien created by this Declaration. Failure by the Association or any Member to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. In the event that the Association should at any time fail to discharge its obligations to maintain any portion of the Existing Property as required by this Declaration, or to enforce the provisions hereof, the Township of Solebury shall have the right to so maintain the Existing Property or to enforce such provisions in the name, place and stead of the Association. Should either the Association or any of its Members at any time fail to enforce the provisions hereof, the Township of Solebury upon thirty (30) days notice to the Association, shall have the right to institute appropriate legal proceedings in the name of the Association to effect such enforcement.

Section 4. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 5. Amendments. This Declaration may be amended at any time after the date hereof by a vote of at least a simple majority all Members in good standing at any meeting of the Association duly held in accordance with the provisions of the By Laws provided, however, (a) no amendment may be effected which would permit (i) the Association or any Lot or Unit Owner to be exempted from the payment of any Common Expenses, or (ii) any action which contravenes the provisions of Article XII of the By Laws.

No amendment shall be effective until recorded in the Office of the Bucks County, Pennsylvania. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Declarant pursuant to Section 6 hereof. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all of the Lot and Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Office of the Clerk of Bucks County, Pennsylvania. The developer shall not be permitted to cast any votes held by him for unsold lots, parcels, units or interest for the purpose of amending the Declaration, By Laws or any other document for the purpose of changing the permitted use of a lot, parcel, unit or interest, or for the purpose of reducing the common elements or facilities.

Section 6. By Laws and Administration; Changes in Documents; Power of Attorney. The administration of the Common Property shall be by the Association in accordance with the provisions of this Declaration, the Articles of Incorporation, the By Laws, and of any other agreements, documents, amendments or supplements to the foregoing which may be duly adopted or subsequently be required by any Institutional Lender designated by the Declarant or by any governmental agency having regulatory jurisdiction over the Existing Property or Entire Tract or by any title insurance

D2833-366



company selected by Declarant to insure title to any portion thereof. Declarant hereby reserves for itself, its successors and assigns, for a period of ten (10) years from the date the first lot is conveyed to an individual purchaser, the right to execute on behalf of all contract purchasers, Lot and Unit Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Existing Property, any such agreement, documents, amendments or supplements to the above described documents, which may be so required by any such Institutional Lender, governmental agency or title insurance company; provided, however, that no such agreement, document, amendment or supplement which adversely affects the value or increases the financial obligations of the Lot or Unit Owners or reserves any additional or special privileges shall be made without the prior written consent of the affected Lot or Unit Owner's) and all owners of any mortgage(s) encumbering same or if such agreement, document, amendment or supplement adversely affects the priority or validity of any mortgage which encumbers any Lot or Unit, without the prior written consent of the Owners of any such mortgages.

By acceptance of a deed to any Lot or Unit or by the acceptance of any other legal or equitable interest in the Existing Property, each and every such contract purchaser, Lot Owner, Unit Owner, mortgagee or other lienholder or party having a legal or equitable interest in the Existing Property does automatically and irrevocably name, constitute, appoint and confirm Declarant, its successors and assigns, as attorney-in-fact for the purpose of executing such amended Declaration and other instrument(s) necessary to effect the foregoing subject to the limitations set forth above in the preceding paragraph.

The powers of attorney aforesaid are expressly declared and acknowledged to be coupled with an interest in the subject matter hereof and the same shall run with the title to any and all Lots and Units and be binding upon the heirs,

personal representatives, successors and assigns of any of the foregoing parties. Further, said powers of attorney shall not be affected by the death or disability of any principal and are intended to deliver all right, title and interest of the principal in and to said powers.

Section 7. Articles of Incorporation and By Laws of the Association. All the provisions of the Articles of Incorporation and By Laws of the Association, copies of which are annexed hereto and made a part thereof as Exhibits B and C respectively, together with all future amendments thereto, are hereby incorporated by reference as though set out in full.

D2833-368

ARTICLE XI

Institutional Lenders' Rights

Section 1. Protective Provisions for the Benefit of Institutional Lenders. Anything to the contrary in this Declaration or the By Laws or Articles of Incorporation notwithstanding, the following shall apply with respect to each Institutional Lender.

(a) The prior written approval of each Institutional Lender who requests notice thereof is required for the following events:

(I) Any material amendment to the Declaration or to the By Laws or Articles of Incorporation, which adversely affects the priority of the lien or value of the security encumbered by its mortgage.

(II) The effectuation of any decision by the Association to terminate professional management and assume self-management on the Existing Property.

(b) No Lot or Unit in the Existing Property may be partitioned or lot subdivided without the prior written approval of any Institutional Lender for such Lot or Unit.

(c) Any lien the Association may have on any Unit in the Existing Property for the payment of Common Expense assessments attributable to each Unit is subordinate to the lien or equivalent security interest of any first mortgage on the Unit recorded prior to the date any such Common Expense assessment became due.

(d) Any Institutional Lender shall upon written request (I) be permitted to inspect the books and records of the Association during normal business hours; (II) receive such annual financial statements as may be prepared for the Association within ninety (90) days following the end of any fiscal year of the Association; (III) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (IV) receive written notice of any default in the payment of any Common Expense assessment installment which is more than thirty (30) days in arrears.

(e) In the event of substantial damage to or destruction of any Lot or Unit or any part of the Common Property, any Institutional Lender which may be affected shall be entitled to timely written notice from the Association of any such damage or destruction.

(f) If any Lot or Unit or portion thereof, or the Common Property or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Institutional Lender(s) holding a first mortgage on the Lot(s) or Unit(s) so affected is entitled to timely written notice from the Association of any such proceeding or proposed acquisition and no Lot or Unit or other party shall have priority over such Institutional Lender with respect to the distribution allocable to such Lot(s) or Unit(s) of the proceeds of any award or settlement.

(g) Any Institutional Lender who obtains title to the Lot or Unit as a result of the foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or any Purchaser in such a foreclosure sale, or their respective successors and assigns, is liable for the share of Common Expenses or other assessments by the Association pertaining to such Lot or Unit or chargeable to the former Owner which became due prior to such acquisition of title. Such unpaid share of Common Expenses and other assessments shall be deemed to be Common Expenses collectible from all of the remaining Lot or Unit Owners including such acquirer, his successors and assigns.

(h) Notwithstanding the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of a Common Expense assessment with respect to any Unit, either regular or special, any Institutional Lender holding a mortgage which encumbers such Unit shall be entitled to declare such mortgage in default in the same manner that is

permitted by such mortgage with respect to any default in the payment of real estate taxes.

IN WITNESS WHEREOF, the Developer, THE FIELDSTONE PARTNERSHIP, a General Partnership under the laws of New Jersey has caused these presents to be duly executed by its co-partners, this 1st day of July, 19 88

THE FIELDSTONE PARTNERSHIP

[Signature]  
KENNETH & KENNETH, INC.

[Signature]  
SECOND STREET CORPORATION

STATE OF PENNSYLVANIA )  
COUNTY OF \_\_\_\_\_ )SS.  
)

BE IT REMEMBERED, that on this 1st day of July, 19 88, before me, the subscriber, Beverly J. Sheats appeared Kenneth D. Pizzo, Jr. who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the PRESIDENT OF KENNETH & KENNETH, INC.

Sworn and Subscribed to before me this 1st day of July, 19 88.  
Beverly J. Sheats  
My Commission Expires Aug. 25, 1991  
NOTARY PUBLIC OF NEW JERSEY

BE IT REMEMBERED, that on this 1st day of July, 19 88, before me, the subscriber, Beverly J. Sheats appeared Arthur J. Chisari Jr. who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the PRESIDENT OF SECOND STREET CORPORATION.

BEVERLY J. SHEATS  
My Commission Expires Aug. 25, 1991  
NOTARY PUBLIC OF NEW JERSEY  
Sworn and Subscribed to before me this 1st day of July, 19 88.  
Beverly J. Sheats

D2833-371





# CARROLL ENGINEERING CORPORATION

Consulting Engineers  
387 York Road, Warminster, Pennsylvania 18974 674-5540  
801 Woodbine Avenue, Bensalem, Pennsylvania 19020 638-3400

Principal Engineer in PE  
Member of the American Society of Professional Engineers  
Member of the American Society of Civil Engineers  
Member of the American Society of Mechanical Engineers  
Member of the American Society of Surveying Engineers  
Member of the American Society of Professional Surveyors

Professional Engineer in PE  
Member of the American Society of Professional Engineers  
Member of the American Society of Civil Engineers

July 10, 1984



## EXHIBIT 'A'

### Description of Chorleywood (Fieldstone)

ALL that certain tract of land being known as Chorleywood, situated in the Township of Solebury, County of Bucks, Commonwealth of Pennsylvania, bounded and described as follows according to a plan prepared by Carroll Engineering Corporation, 387 York Road, Warminster, Pennsylvania 18974, plan dated 2/20/81, and last revised 7/12/83.

BEGINNING at a point at the intersection of the centerlines of Sugas Road and U. S. Highway 202 spur;

1. Thence passing along the centerline of Sugas Road North 66 degrees 55 minutes 25 seconds West 752.38 feet to a point;
2. Thence along the centerline of Sugas Road South 80 degrees 58 minutes 15 seconds West 1366.03 feet to a railroad spike;
3. Thence North 16 degrees 04 minutes 35 seconds West 644.38 feet to a point;
4. Thence leaving Sugas Road and passing along said side of Sunset Drive North 80 degrees 37 minutes 00 seconds East 531.69 feet to a concrete monument a corner of lands of Robert J. and Judith H. Corrigan;
5. Thence along lands of Corrigan North 80 degrees 51 minutes 15 seconds East 493.26 feet to a concrete monument a corner of lands of said Corrigan and lands of Gesko Homes, Inc.;
6. Thence along same and along lands of Fred C. Bonnet and lands of New Hope-Solebury Association North 80 degrees 49 minutes 35 seconds East 1960.34 feet to a point on the centerline of U.S. Highway 202 spur;
7. Thence along the said centerline South 34 degrees 11 minutes 05 seconds West 439.47 feet to a point;
8. Thence leaving U.S. Highway 202 spur and passing along lands of Donald L. and Charlotte Anno Baker South 81 degrees 41 minutes 05 seconds West 666.63 feet to a point;
9. Thence along same South 08 degrees 18 minutes 55 seconds East 727.50 feet to a point on the centerline of U.S. Highway 202 spur;
10. Thence along same South 34 degrees 11 minutes 05 seconds West 12.90 feet to the first mentioned point and place of BEGINNING.

Containing 39.384 acres of land.

D2833-373

## EXHIBIT 'A'

CIVIL • SANITARY • MUNICIPAL • SUBDIVISION

04CS-7310

ARTICLES OF INCORPORATION  
DOMESTIC NON-PROFIT CORPORATION

FEE \$75.00

CORPORATION BUREAU  
DEPARTMENT OF STATE,  
ROOM 303, NORTH OFFICE BLDG.  
HARRISBURG, PA 17120

1 NAME OF CORPORATION  
**Fieldstone Homeowners Association, Inc.**

2 ADDRESS OF REGISTERED OFFICE IN PENNSYLVANIA (P.O. BOX NUMBER NOT ACCEPTABLE)  
**91 E. Court Street**

3 CITY COUNTY STATE ZIP CODE  
**Doylestown Bucks PA 18901**

**COPY**

4 EXPLAIN THE PURPOSE OF THE CORPORATION

To operate, maintain and protect the common property of Fieldstone at Solebury, a real estate development located at Sagan Road and Ritchin Land, Solebury, PA, and to perform those acts for the common interest of owners of Fieldstone at Solebury as set forth in the By Law and Declaration of Covenants and Restrictions. The corporation shall be operated and organized as a homeowners' association within the meaning of Section 528 of the Internal Revenue Code.

(ATTACH BY # 11 SHEET IF NECESSARY)

5 THE CORPORATION DOES NOT CONTEMPLATE PECUNIARY BENEFIT OR GAIN INCIDENTAL OR OTHERWISE

6 KNOWLEDGE AND BELIEF OF INCORPORATORS

7 CHECK APPROPRIATE SECTION

- THE CORPORATION IS TO BE ORGANIZED ON A NON-STOCK BASIS
- THE CORPORATION IS TO BE ORGANIZED ON A STOCK BASIS AS FOLLOWS:

Number and Class of Shares of each class	Par Value Per Share, if Any	Total Authorized Capital	Form of Existence
--	-----------------------------	--------------------------	-------------------

8 NAME AND ADDRESS OF EACH INCORPORATOR

Name	Address (Street, City, State, Zip Code)
Peter S. Thompson	91 East Court Street Doylestown, PA 18901

9.-12. SEE ATTACHED

(ATTACH BY # 11 SHEET IF NECESSARY)

IN TESTIMONY WHEREOF, THE INCORPORATORS HAVE SIGNED AND SEALED THE ARTICLES OF INCORPORATION

THIS 22nd DAY OF JUNE 1988

*Peter S. Thompson*  
PETER S. THOMPSON

FOR OFFICE USE ONLY

002 FREQ	002 CODE	003 REV BOX	SEQUENTIAL NO.	100 INCORP FILE NUMBER
	REVIEWED BY	001 S-CD	AMOUNT	001 CORPORATION NUMBER
	DATE APPROVED			
	DATE REJECTED	CERTIFY TO 0 REV	INPUT BY	LOG IN LOG IN (REFILED)
	MAILED BY DATE	0 L E I	VERIFIED BY	LOG OUT LOG OUT (REFILED)

D2833-374  
**EXHIBIT B**

Secretary of the Commonwealth  
Department of State  
Harrisburg, PA 17120



9. The Corporation shall have members the qualifications and rights and limitations for which shall be as set forth in the By Laws of the Corporation.

10. The Corporation shall indemnify every representative of the Corporation as defined in, and to the full extent permitted by Section 7743 of the Pennsylvania Corporation Not-For-Profit Code, and to the full extent otherwise permitted by law.

11. No director or officer of the Corporation shall as such receive or become entitled to receive at any time any part of the net earnings or other net income of the Corporation, nor shall any part of the net earnings of the Corporation inure to the benefit of any person, except as reasonable compensation for services rendered and reimbursements for expenses incurred in conducting its affairs and carrying out its purposes, nor shall the corporation carry on propaganda or otherwise attempt to influence legislation, nor shall the corporation participate or intervene in any political campaign on behalf of any candidate for public office.

12. The method of distribution of assets of the Corporation upon dissolution shall be as set forth in the By Laws of the Corporation.

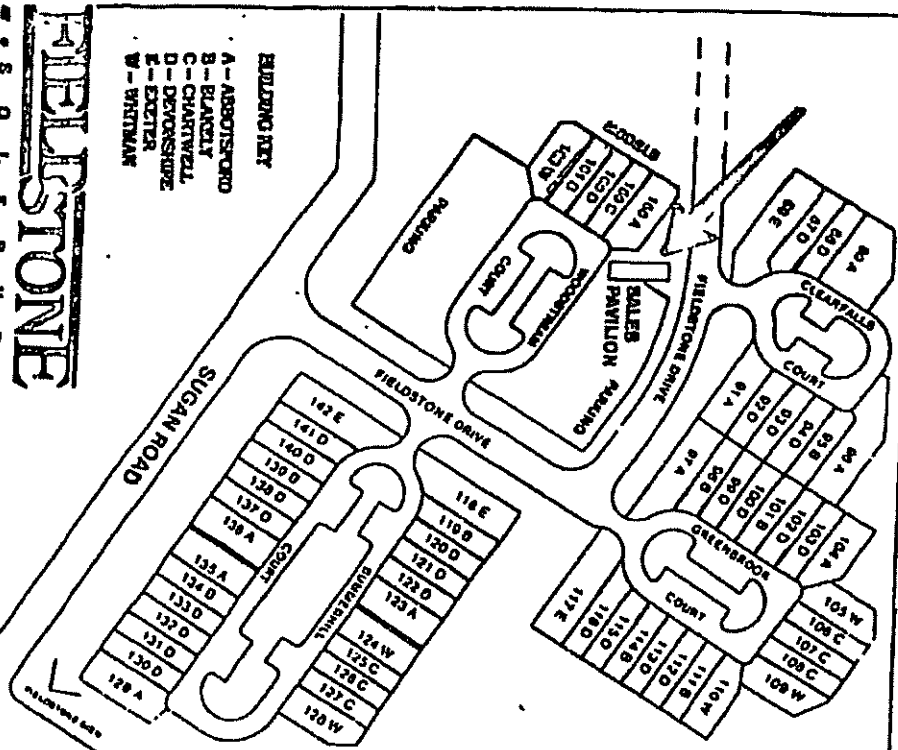
EXHIBIT B

D2833-375

# FIELDSTONE

W E S O L E B U R Y

- BUILDING KEY**
- A - ABBOTSFORD
  - B - BLANCKLEY
  - C - CHARWELL
  - D - DEVONSHIRE
  - E - EXETER
  - W - WHITMAN



D2833-376

## SITE PLAN PHASE I

EXHIBIT D

**MIDSTATE  
MANAGEMENT**

CORPORATION

201 Omni Drive • Somerville, New Jersey 08876 • (201) 874-6375

March 16, 1988

Mr. Edward H. Ridings, Jr.  
Fieldstone Corporation  
63 Route 206 South  
Somerville, New Jersey 08876

Dear Mr. Ridings:

The accompanying projected budget for Fieldstone at Solisbury Homeowners Association for the first full year of operation was prepared on the basis of assumptions and rationale provided by the Sponsor, proposed contracts for services from unaffiliated contractors and the operating experience of Midstate Management Corporation. The budget covers the projected costs of operating, maintaining and setting aside amounts as reserves for future replacement of the common elements. It is my opinion the estimates used in determining the operating budget including the reserve for future replacement of the common elements are adequate.

Since the projection is based upon assumptions and about circumstances and events that have not yet taken place, it is subject to variations that may arise as future events occur. Accordingly, we cannot give assurance that the projected budget will be attained. In addition, the underlying assumptions are based on current information and circumstances supplied by the Sponsor. Because circumstances may change and unanticipated events may occur subsequent to the date of this report, the assumptions and rationale must be reviewed in light of circumstances then prevailing.

Sincerely yours.

MIDSTATE MANAGEMENT CORP.

Michael Rudelman

D2833-377

MN/km  
enc.

EXHIBIT E

**FIELDSTONE AT SOLEBURY HOMEOWNERS ASSOCIATION, INC.  
 OPERATING BUDGET BASED ON FULL OCCUPANCY OF 75 UNITS  
 FOR THE FIRST FULL YEAR OF OPERATION**

**PHASE I**

**INCOME**

Residential Assessments (\$95/mo. x 75 units)	<u>\$85,500</u>
<b>Total Income</b>	<b><u>\$85,500</u></b>

**OPERATING EXPENSES**

**Administrative**

Bank Charges	260
Office Supplies & Postage	614
Management Fee	9,000
Audit	1,700
Legal	500
Insurance	<u>4,000</u>
<b>Total Administrative</b>	<b>16,074</b>

**Grounds**

Water	500
Electric	3,000
Lawn Maintenance	16,000
Snow Clearing	10,000
Garbage Removal	14,400
Painting	7,000
General Maintenance	<u>4,000</u>
<b>Total Grounds</b>	<b><u>54,900</u></b>

<b>Total Operating Expenses</b>	<b>70,974</b>
Operating Contingency	2,500
Reserve for Replacement	<u>12,026</u>
<b>Total Operating Expenses and Reserves</b>	<b><u>\$85,500</u></b>

D2833-378

**EXHIBIT E**

FIELDSTONE AT SOLEBURY HOMEOWNERS ASSOCIATION, INC.  
 OPERATING BUDGET BASED ON FULL OCCUPANCY OF 104 UNITS  
 FOR THE FIRST FULL YEAR OF OPERATION

INCOME

Residential Assessments (\$95/mo. x 104 units) \$209,760

Total Income

\$209,760

OPERATING EXPENSES

Administrative

Bank Charges	260
Office Supplies & Postage	940
CAI Membership & Seminars	300
Management Fee	22,080
Audit	2,000
Legal	1,000
Insurance	5,800
<b>Total Administrative</b>	<u>32,380</u>

32,380

Grounds

Water	1,000
Electric	8,000
Lawn Maintenance	40,000
Snow Clearing	25,000
Garbage Removal	35,328
Painting	20,000
General Maintenance	12,500
<b>Total Grounds</b>	<u>141,828</u>

141,828

Total Operating Expenses

174,208

Operating Contingency

5,000

Reserve for Replacement

30,552

Total Operating Expenses and Reserves

\$209,760

EXHIBIT E

D2833-379

FIELDSTONE AT SOLEBURY HOMEOWNERS ASSOCIATION, INC.  
 OPERATING BUDGET BASED ON FULL OCCUPANCY OF 184 UNITS  
 FOR THE FIRST FULL YEAR OF OPERATION

ANALYSIS OF REPLACEMENT RESERVE

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Est. Useful Life</u>	<u>Replacement Fund</u>
PARKING AREAS & ROADS	15,870 Sq.Yds.	\$ 5.00	\$ 79,350	20 Yrs.	\$ 3,968
SIDEWALKS	21,900 Sq.Ft.	7.50	164,250	25 Yrs.	6,570
CURBS	11,590 Lin.Ft.	9.00	104,310	50 Yrs.	2,086
ROOFS	239,200 Sq.Ft.	.75	179,400	25 Yrs.	7,176
GUTTERS & LEADERS	25,760 Lin.Ft.	4.00	103,040	20 Yrs.	5,152
TOT LOT EQUIP.	Lump Sum		10,000	10 Yrs.	1,000
DECKS	184	500.00	92,000	20 Yrs.	4,600
TOTAL REPLACEMENT RESERVE					<u>\$ 30,552</u>

EXHIBIT E

D2833-380

FIELDSTONE AT SOLEBURY HOMEOWNERS ASSOCIATION, INC.  
ASSUMPTIONS SUPPORTING THE ESTIMATES USED IN  
THE PREPARATION OF THE OPERATING BUDGETS

ADMINISTRATIVE

Office Supplies & Printing: Expenses for the operation of the Association; stationery, postage, office supplies, photocopies, etc..

CAI Membership & Seminars: Cost of joining the Community Association Institute (CAI) and periodically attending seminars.

Management Fee: Fee to independent management company for administrative and supervisory services including assessment and collection of dues; negotiating and monitoring independent service contracts, financial accounting, etc..

Legal and Accounting: Based upon fees to independent consultants for legal counsel to the Board and for annual audit and review of the Association records and preparation of tax returns.

Insurance: Includes hazard and fire insurance on all common elements of the Association which includes the building exteriors on all units excluding single family homes. General Liability, Umbrella Liability and Director's and Officer's Liability Insurance policies will conform to the requirements identified in the Master Deed. In addition, there is a Workmen's Compensation policy based upon the minimum clerical payroll. The premiums for these policies are based upon an estimate from an independent insurance broker.

GROUNDS

Water: Annual cost of water service for fire hydrants and general use.

Electric: Cost of electricity for common area lighting.

Lawn Maintenance: Fee to independent contractor for lawn and landscape maintenance covering an eight month period.

Snow Clearing: Fee to independent contractor for snow removal and sanding of parking areas and walkways.

Garbage Removal: Fee to independent contractor for the routine pick-up of regular household trash.

Painting: Fee to independent contractor for painting all brick work and unit staining.

General Maintenance: Allowance for materials and supplies needed to properly maintain the Association's common property.

D2833-381

EXHIBIT E

**OPERATING CONTINGENCY:** Money set aside to cover any unanticipated expenditure and/or capital improvements.

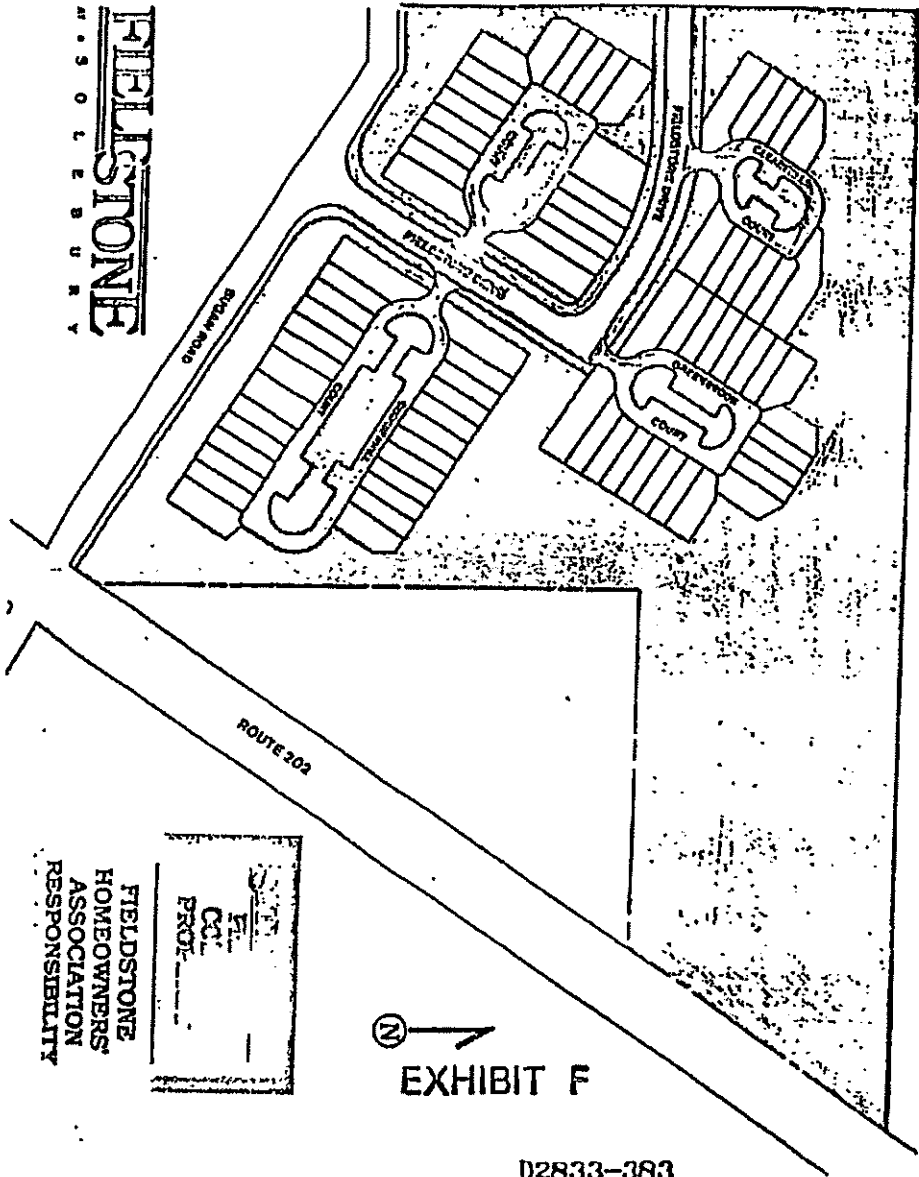
**RESERVE FOR REPLACEMENT:** The Association documents call for the establishment and accumulation of funds for the eventual replacement of certain common facilities. The funds should be budgeted, collected and set aside in the Association accounts on an annual basis. Each year during the budget process, the Association Board Members should review the replacement cost and useful life for reasonableness in determining the proper amount of funds to be set aside in that particular year.

EXHIBIT E

D2833-382



FIELDSTONE  
A S O L E R B U R Y



FIELDSTONE  
HOMEOWNERS'  
ASSOCIATION  
RESPONSIBILITY

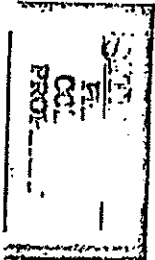


EXHIBIT F

D2833-383

THIS DOCUMENT RECORDED  
BY COUNTY OF ... PA.

AUG-8 68

*John A. ...*  
REGISTER CLERK

1968 AUG-8 A 11:32

053301

*Deeds*

D2833-384

AMENDMENT NUMBER 1 TO DECLARATION OF  
COVENANTS AND RESTRICTIONS FIELDSTONE AT SOLEBURY

This First Amendment to the Declaration of Covenants and Restrictions Fieldstone at Solebury is made this 30<sup>th</sup> day of September, 1992 by Declarant, THE FIELDSTONE PARTNERSHIP and THE FIELDSTONE HOMEOWNERS ASSOCIATION, INC.

W I T N E S S E T H:

WHEREAS, Declarant has made and published a certain Declaration of Covenants and Restrictions for Fieldstone at Solebury ("the Declaration") as of July 1, 1988, which Declaration has been duly recorded in the land records of Bucks County at the Office of the Recorder of Deeds, County of Bucks, Doylestown, Pennsylvania, at Deed Book 2833, page 327 et seq.; and

WHEREAS, pursuant to Article II, Section 2 of the Declaration, Declarant has brought within the scheme of the Declaration certain additional lands within the Entire Tract by virtue of its having revised the Plan of Development for Fieldstone all in accordance with a revised Plan of Development entitled "Amended Final Plan - Fieldstone Phase II" dated August 13, 1991 last revised April 8, 1992, prepared by Carroll Engineering Corporation ("Amended Final Plan"); and

WHEREAS, the Amended Final Plan reconfigures some of the Units and the Common Property and provides for the elimination of a boulevard or street as a dedicated boulevard or street all streets or accessways into Common Property; and

WHEREAS, at a duly convened meeting of the Fieldstone Association ("Association"), the Association has duly ratified the following Amendments to the Declaration as hereinafter set forth.

BK0545 PC0441-

NOW, THEREFORE, Declarant and Association hereby make, publish and declare the following Amendments to the Declaration:

1. Article I, Section 1(f), "Common Property" is amended to state as follows:

"Common Property" shall mean those portions of the Existing Property other than planned fee simple residential building lots and any areas proposed for dedication. Common Property includes all internal streets, parking courts, driveways and accessways, together with all improvements thereto and any other real or personal property, owned by the Association (or used exclusively by its members) within the Entire Tract. The Common Property is generally illustrated on Amended Exhibit "P".

2. Article III, Section 3(e) is hereby amended to establish the following additional easements (numbered so as to correspond to the numbering in the Declaration):

(VII) A blanket, perpetual and non-exclusive easement upon, over, and across all sidewalks, walking paths, accessways, and streets for the purpose of vehicular and pedestrian ingress and egress which shall be for the benefit of the Declarant, the Association and its Members, the Owner of any lot, any of the tenant(s) of any Unit, or the guests or invitees of any of the foregoing.

(VIII) A blanket, perpetual and non-exclusive easement upon, over, and across any parking area located within the Common Property for the purpose of parking motor vehicles owned, used or enjoyed by Declarant, Association and its Members, the Owner of any lot, the tenant(s) of any Unit, or any visitors, guests, or invitees of any of the foregoing.

3. Article V, Section 2. Purpose of Assessments is amended to add the following:

The Association shall also maintain all roads, streets, and accessways, located within or upon the Entire Tract including, specifically, those streets and roads which were at one time proposed to be dedicated but are now intended to remain a part of the Common Property as reflected on the Amended Plan.

BK0545 PC0442

4. Exhibits "D", "E" and "F" of the Declaration are hereby deleted. In their place are Amended Exhibits "D", "E" and "F", which are attached hereto and incorporated herein and declared to be the Amended Exhibits.

5. All other terms and provisions of the Declaration are hereby ratified and reconfirmed to the extent that they are not inconsistent with the terms and provisions of this Amendment. Any term or condition of the Declaration which, by implication, is inconsistent with the terms and provisions of this Amendment are hereby superseded by the terms and provisions hereof.

IN WITNESS WHEREOF, Declarant, THE FIELDSTONE PARTNERSHIP, has caused this Amended Declaration to be executed by its co-partners the day and year first above written.

THE FIELDSTONE PARTNERSHIP

BY: Kenneth and Kenneth, Inc.

BY:   
Kenneth S. Pizzo, Sr.  
President

BY: Second Street Corporation

BY:   
Arthur V. Corsini, Jr.  
President

IN WITNESS WHEREOF, the Association has executed this Amendment the day and year first above written.

FIELDSTONE HOMEOWNERS  
ASSOCIATION, INC.

BY: 

800545 P0443

RECEIVED  
FEB 11 1978  
RECORDS SECTION

X

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF BUCKS :  
:

ON THIS, the 30<sup>th</sup> day of September, 1992, before me, a Notary Public, the undersigned officer, personally appeared Arthur J. Corsini, Jr., who acknowledged himself to be the President of Second Street Corporation, and that he, as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as President.

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

Beverly J. Chats (SEAL)  
Notary Public

BEVERLY J. CHATS  
My Commission Expires Apr. 25, 1996  
NOTARY PUBLIC OF NEW JERSEY

BK0545 PC0444

PH  
RECORDED  
INDEXED  
SERIALIZED  
SEP 25 1992  
K

**BUCKS COUNTY RECORDER OF DEEDS**

55 East Court Street  
Doylestown, Pennsylvania 18901  
(215) 348-6209

Instrument Number - 2019073318

Recorded On 12/17/2019 At 3:07:56 PM

\* Total Pages - 11

\* Instrument Type - DEED AGREEMENT - NO PROPERTY TRANSFER

Invoice Number - 1047725

User - JLC

\* Grantor - FIELDSTONE HOMEOWNERS ASSOCIATION

\* Customer - CLEMONS RICHTER & REISS

\* FEEs

RECORDING FEES \$94.75

TOTAL PAID \$94.75

Bucks County UPI Certification  
On December 17, 2019 By JJK

This is a certification page

**DO NOT DETACH**

This page is now part  
of this legal document.

RETURN DOCUMENT TO:  
CLEMONS RICHTER & REISS  
ATTN: DONNA LEE

I hereby CERTIFY that this document is  
recorded in the Recorder of Deeds Office  
of Bucks County, Pennsylvania.



*Robin M. Robinson*

Robin M. Robinson  
Recorder of Deeds

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

162759



PREPARED BY: Clemons Richter & Reiss, P.C.  
RETURN TO: 2003 South Easton Road, Suite 300  
Doylestown, PA 18901  
(215) 348-1776

CPN #

41-22-81

Dated December 4, 2019

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR FIELDSTONE HOMEOWNERS ASSOCIATION  
INSTITUTING LEASING RESTRICTONS**

**WHEREAS**, Fieldstone Homeowners Association ("Fieldstone") is formed by a certain Declaration of Covenants and Restrictions ("Declaration"), and Bylaws adopted pursuant thereto, to administer, maintain, repair, and replace certain Units and Common Elements in a development known as "Fieldstone". The Declaration is recorded in the Office for the Recorder of Deeds in Bucks County at Deed Book 2833 Page 327 et seq.

**WHEREAS**, Fieldstone is a 184-Unit residential townhouse development situated on approximately 40 acres located in Solebury Township, Bucks County.

**WHEREAS**, Fieldstone has become a desirable location to investors who have acquired Units as rental properties.

**WHEREAS**, the percentage of rental Units at Fieldstone is currently approximately seventeen (17%) percent (32 Units).

**WHEREAS**, given the small total number of Units and the interest in Fieldstone as an investment community, the percentage of rental Units is anticipated to rise.

**WHEREAS**, in order to prevent the unregulated leasing of Units from having a negative impact on the Association, and acting in the best interest of the Association, the Board intends to:

- Ensure that all members of the Association enjoy the full privileges of residing at Fieldstone.
- Increase the number of Units that are owner-occupied resulting in a more stable and enjoyable living environment.
- Inform all tenants residing within the Association of the restrictions, conditions, rules and regulations of the Association.
- Reinforce the ability of potential homeowners to secure mortgage financing.
- Reduce the negative effect rental housing may have upon the enforcement powers of the Association.
- Maintain and increase property values in the Association through proper management.
- Assure availability of liability and property insurance coverage.

REC 17 P 2:55

DEC 17 P 2:55

REC 17 P 2:55



**WHEREAS**, courts have held that restrictions for the purpose of limiting transiency and the disruption such transiency would cause to the character, harmony and stability of the association, are valid and proper.

**WHEREAS**, courts have held that restrictions on the ability to rent do not constitute unreasonable restraints on alienation.

**NOW THEREFORE**, pursuant to Article X, Section 5, the Declaration of Covenants and Restrictions for Fieldstone Homeowners Association is hereby amended as follows:

1. Article VIII, Section 15 of the Declaration is deleted in its entirety and replaced with the following:

**Section 15. Leasing.**

- (a) Each lease ("Lease") shall be in writing and shall provide that the terms of the Lease and the tenant ("Tenant") shall be subject in all respects to the provisions of the Act, this Declaration, the Bylaws and the Rules and Regulations of the Association, as the same may be amended from time to time, and that the failure by the Tenant or Owner to comply with the terms of such documents shall be an event of default under the Lease. The Association shall be a third party beneficiary to any Lease and shall have the right to enforce such Lease. The leasing of a Unit shall not affect the liability of the Owner with respect to his/her obligations under this Declaration, the Bylaws and any Rules and Regulations.
- (b) Units shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as rental for any period of less than (1) year, except that any Owner may rent a Unit for a period less than (1) year to a contract purchaser.
- (c) No Owner may rent less than an entire Unit.
- (d) Current Rentals Grandfathered. All Units rented at the time this Amendment is recorded shall be permitted to continue as rental Units, for so long as those Units are owned by the person or persons or entity holding title to the Unit at the time this Amendment is effective; or until use of the Unit as a rental Unit is abandoned or discontinued, whichever occurs earlier. To qualify, the Owner of a rental Unit must have provided to the Association a copy of the written Lease ("Lease"), Tenant name(s) (Tenant shall be any occupant of a Unit other than the record Owner, together with the occupant's household members) and contact information, and be otherwise in compliance with the Declaration, Bylaws, and applicable Rules and Regulations. Owners of non-conforming Units must make application within sixty (60) days of the date this Amendment is recorded. All Leasing Rules and Regulations, and requirements for Leasing are found in the Fieldstone Community Association, Rules and Regulation, "Leasing Procedure & Lease Addendum."
- (e) Application for Rental Occupancy. Any Unit Owner who desires to rent his/her Unit shall submit, prior to marketing or advertising the Unit as a rental Unit, a complete Application for Rental Occupancy to the Association. Approval by the Association is subject to the

Unit being in full compliance with the Declaration, Bylaws, and Rules and Regulations, and the Association with this Article VIII.

(f) The Association and/or its agent will maintain an up to date written record of rental Units. The Association shall respond to written requests for Rental Occupancy within fifteen (15) business days of receipt of an application. Failure of the Association to respond timely does not constitute approval of the application.

(g) Each Unit Owner who has received Association approval to rent their Unit, must submit a copy of the proposed Lease to the Association, along with the required forms as outlined in the "Lease Procedure & Lease Addendum Form" at least fifteen (15) business days prior to the effective date of the Lease, and prior to occupancy of the Unit by the Tenant(s).

The following restrictions shall apply:

1. No Unit shall be rented for any period of less than one (1) year, nor shall less than the entire Unit be rented other than to a single family, nor shall customary hotel, motel, or dormitory rentals be provided to any Tenant, nor shall any Unit be used or rented for any transitional, temporary, commercial, industrial, or recreational purposes; and
2. The terms and conditions of the Lease (with the exception of business or financial terms) may not be modified, amended or extended or assigned without the prior written consent of the Association; and
3. Tenant(s) shall not sublet the Unit without the prior written consent of the Association; and
4. Tenant(s) shall conform to and be bound by, and the Lease shall be subject to the provisions of the Declaration, Bylaws, and Rules and Regulations, as may be amended from time to time; and
5. Tenant(s) acknowledge(s) written receipt of a copy of the Declaration, Bylaws, and Rules and Regulations, and agree(s) to be bound thereby; and
6. In the event an Owner fails to obtain approval from the Association prior to the occupancy of the Unit by the Tenant(s), the Unit Owner shall be subject to fines as may be determined by the Association, for each day the Unit is occupied by the Tenant(s) without Association approval. In addition, the Association shall have the right to evict the Tenant(s) in accordance with the procedures set forth in paragraph 8 hereof; and
7. In the event the Tenant(s) is (are) in violation of the Declaration, the Bylaws or the Rules and Regulations, then the Tenant(s) and the Unit Owner shall be jointly and severally liable for any fines, late charges, attorneys' fees and court costs assessed and incurred by the Association in enforcement of the Declaration, Bylaws and Rules and Regulations against the Tenant(s) and the Unit Owner; and
8. A breach of the Declaration, Bylaws, and Rules and Regulations of the Association shall constitute a breach of the Lease, entitling the Association to the remedies set forth in the Declaration, Bylaws, and Rules and Regulations, as well as those set forth in the Lease. In addition to the right to institute violation procedures against the Tenant(s) and the Unit Owner for violations of the Declaration, the Bylaws and the Rules and Regulations,

the Association, at its sole discretion, in addition to any and all other remedies, legal or equitable, may file an eviction action on behalf of the Unit Owner against the Tenant(s), for any violation of the Declaration, the Bylaws, and the Rules and Regulations. Prior to the filing of an eviction action, the Association shall make written demand on the Unit Owner to evict the Tenant(s). If the Tenant(s) is (are) not evicted by the Unit Owner within sixty (60) days from the date of the Association's demand on the Unit Owner, the Association shall be entitled to file such an eviction action in the name of the Unit Owner; and

9. The Unit Owner retains responsibility for payment of all Common Expenses and the right to exercise any voting right associated with the Unit. The Unit Owner is responsible for any violation fines levied upon the Unit and is collectable through regular collection procedures. It is expressly understood and agreed by both the Unit Owner and Tenant(s) that in the event the Unit Owner shall fail to pay any charge or assessment levied by the Association against the demised premises, and such failure to pay continues for thirty (30) days or more after the mailing of written notice thereof, the Association, or its Managing Agent, may so notify the Tenant(s) in writing of the amount, or amounts, due to the Association, and within fifteen (15) days after the mailing of such notice, the Tenant(s) shall pay to the Association the amount of such unpaid charges or assessments: provided, however, that in no event shall the Tenant(s) be responsible to the Association for any amount of unpaid charges or assessments in excess of the amount of the monthly rental payable by the Tenant(s) to the Unit Owner. The amount of such unpaid charges or assessments paid to the Association by the Tenant(s) shall be credited against and shall offset the next monthly rental payment due by the Tenant(s) to the Unit Owner, and shall not form the basis of any claim against the Tenant(s) by the Unit Owner for failure to pay rent; and
10. All fines, costs and expenses, including attorneys' fees, incurred by the Association in enforcing this Article, including the filing of an eviction action, shall be the joint and several responsibility of the Tenant(s) and Unit Owner, and shall constitute a lien on the Unit.

- (h) The inclusion of paragraph (h) of this Section 15 in a form of Lease or addendum to a Lease for the rental of a Unit shall be a condition precedent to the approval of the form of Lease by the Association.
- (i) No Unit may be rented within one (1) year of the date of initial ownership by the Owner. Unit Owners must reside in the Unit for a period of at least one (1) year before the Unit is eligible for application for rental occupancy.
- (j) The Board shall retain the power to grant waivers from the foregoing restrictions for good cause under extraordinary circumstances, and its decision to grant or deny such waivers, with appropriate conditions, is final.
- (k) The Association may charge an administrative fee for the receipt, review, and registration of Leases, as well as for the maintenance of Owner and Unit rental files.

- (k) The Association may charge an administrative fee for the receipt, review, and registration of Leases, as well as for the maintenance of Owner and Unit rental files.
- (l) The Association may adopt Rules and Regulations to implement and administer the policies and procedures hereof.

2. This Amendment shall be effective 30 days after recording.

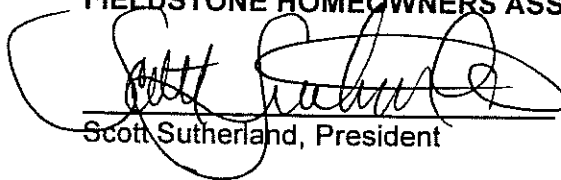
IN WITNESS WHEREOF, the undersigned, being the officers of Fieldstone Homeowners Association, have executed this Amendment this 4 day of December, 2019.

7

**CERTIFICATION OF APPROVAL**

The undersigned, Officers of Fieldstone Homeowners Association, hereby certifies that the Amendment to which this certification is attached has been duly approved by the affirmative vote of the members of the Association as required in Article X of the Declaration.

**FIELDSTONE HOMEOWNERS ASSOCIATION**

  
\_\_\_\_\_  
Scott Sutherland, President

\_\_\_\_\_  
Blyth Stephenson, Secretary

\_\_\_\_\_  
Larry Schneider, Treasurer

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF BUCKS :

Commonwealth of Pennsylvania

NOTARIAL SEAL  
Ashley Lloyd, Notary Public  
New Hope Borough, Bucks County  
My Commission Expires July 05, 2021

ss.

On this 4 day of December, 2019, before me, a Notary Public, the undersigned officer, personally appeared **Scott Sutherland**, who represents himself to be President of Fieldstone Homeowners Association, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Association as duly elected officer.

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

  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF BUCKS :

ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public, the undersigned officer, personally appeared **Blyth Stephenson**, who represents herself to be Secretary of Fieldstone Homeowners Association, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Association as duly elected officer.

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

\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF BUCKS :

ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public, the undersigned officer, personally appeared **Larry Schneider**, who represents himself to be Treasurer of Fieldstone Homeowners Association, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Association as duly elected officer.

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

\_\_\_\_\_  
Notary Public

(l) The Association may adopt Rules and Regulations to implement and administer the policies and procedures hereof.

2. This Amendment shall be effective 30 days after recording.

**IN WITNESS WHEREOF**, the undersigned, being the officers of Fieldstone Homeowners Association, have executed this Amendment this 5th day of December, 2019.

**CERTIFICATION OF APPROVAL**

The undersigned, Officers of Fieldstone Homeowners Association, hereby certifies that the Amendment to which this certification is attached has been duly approved by the affirmative vote of the members of the Association as required in Article X of the Declaration.

**FIELDSTONE HOMEOWNERS ASSOCIATION**

\_\_\_\_\_  
Scott Sutherland, President

  
\_\_\_\_\_  
Blyth Stephenson, Secretary

\_\_\_\_\_  
Larry Schneider, Treasurer

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF BUCKS :

SS.

On this        day of        , 2019, before me, a Notary Public, the undersigned officer, personally appeared **Scott Sutherland**, who represents himself to be President of Fieldstone Homeowners Association, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Association as duly elected officer.

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

\_\_\_\_\_  
Notary Public

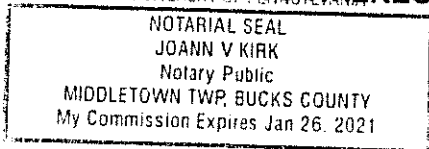
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF BUCKS :

SS.

On this *5* day of *December*, 2019, before me, a Notary Public, the undersigned officer, personally appeared **Blyth Stephenson**, who represents herself to be Secretary of Fieldstone Homeowners Association, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Association as duly elected officer.

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



*Joann V Kirk*  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF BUCKS :

SS.

On this        day of        , 2019, before me, a Notary Public, the undersigned officer, personally appeared **Larry Schneider**, who represents himself to be Treasurer of Fieldstone Homeowners Association, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Association as duly elected officer.

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

\_\_\_\_\_  
Notary Public

(l) The Association may adopt Rules and Regulations to implement and administer the policies and procedures hereof.

2. This Amendment shall be effective 30 days after recording.

**IN WITNESS WHEREOF**, the undersigned, being the officers of Fieldstone Homeowners Association, have executed this Amendment this 16<sup>th</sup> day of December, 2019.

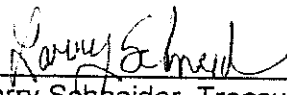
**CERTIFICATION OF APPROVAL**

The undersigned, Officers of Fieldstone Homeowners Association, hereby certifies that the Amendment to which this certification is attached has been duly approved by the affirmative vote of the members of the Association as required in Article X of the Declaration.

**FIELDSTONE HOMEOWNERS ASSOCIATION**

\_\_\_\_\_  
Scott Southerland, President

\_\_\_\_\_  
Blyth Stephenson, Secretary

  
\_\_\_\_\_  
Larry Schneider, Treasurer



COMMONWEALTH OF PENNSYLVANIA :

ss.

COUNTY OF BUCKS :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public, the undersigned officer, personally appeared **Scott Southerland**, who represents himself to be President of Fieldstone Homeowners Association, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Association as duly elected officer.

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

\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :

ss.

COUNTY OF BUCKS :

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, a Notary Public, the undersigned officer, personally appeared **Blyth Stephenson**, who represents herself to be Secretary of Fieldstone Homeowners Association, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Association as duly elected officer.

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

\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA :

ss.

COUNTY OF BUCKS :

On this 16<sup>th</sup> day of December, 2019, before me, a Notary Public, the undersigned officer, personally appeared **Larry Schneider**, who represents himself to be Treasurer of Fieldstone Homeowners Association, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Association as duly elected officer.

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

Donna Lee Eller  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Donna Lee Eller, Notary Public  
Bucks County  
My commission expires April 5, 2021  
Commission number 1045414  
Member, Pennsylvania Association of Notaries