

PREPARED BY: Clemons Richter & Reiss, P.C.
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Doylestown, PA 18901
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CPN # 41-22-81

Dated December 4, 201

**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.

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BUCKS COUNTY
DOYLESTOWN, PA 18901

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.

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- (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.

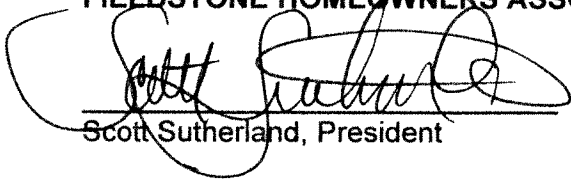
IN WITNESS WHEREOF, the undersigned, being the officers of Fieldstone Homeowners Association, have executed this Amendment this 4 day of December, 2019.

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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

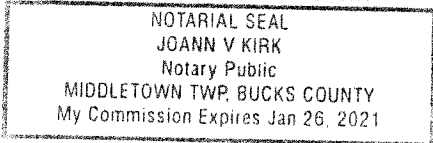
COMMONWEALTH OF PENNSYLVANIA :

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 16th 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 16th 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