

UNIT PROPERTY ACT DECLARATION

OF

CLAIRE E. FOX

FOR

FOX HILL TOWNE HOUSE CONDOMINIUMS

ABINGTON TOWNSHIP

MONTGOMERY COUNTY

HIGH, SWARTZ, ROBERTS & SEIDEL
40 East Airy Street
Norristown, Pennsylvania 19404

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FOR FOX HILL TOWNE HOUSE CONDOMINIUMS

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UNIT PROPERTY ACT DECLARATION
OF
CLAIRE E. FOX
COVERING
FOX HILL TOWNE HOUSE CONDOMINIUMS

DECLARATION, made this 15th day of May, 1978,
by CLAIRE E. FOX, of Doylestown, Pennsylvania herein called
the Declarant, for herself, her successors, grantees, heirs
and assigns.

1. Submission to Ownership under the Unit Property Act.

The purpose and intention of this Declaration is to submit
the lands herein described owned by Declarant in fee simple,
the buildings and improvements constructed and to be constructed
thereon and all easements, rights and appurtenances belonging
thereto (hereinafter referred to as the "Property") to the
provisions and use in the manner provided by the Unit Property
Act, Commonwealth of Pennsylvania, approved July 3, 1963, P.L.
196, Article 1 Sec. 101 (68 P.S. Sec. 700.101 et seq.), herein
and therein called the "Unit Property Act":.

(a) The name by which this Property is to be
identified is Fox Hill Towne House Condominiums. The Property
and the building and other construction thereon is herein called
the Project.

(b) The "Land" owned by the Declarant which is
hereby submitted to the provisions of the Unit Property Act consists

of that certain lot or piece of ground in Abington Township, Montgomery County, Pennsylvania and more particularly described in Exhibit "A". TOGETHER with the rights and subject to the obligations and easements set forth in Exhibit "B".

(c) The property consists of a tract of land of 28,000 square feet more or less situated on the northerly corner of Mt. Carmel Avenue and Woodlyn Avenue, Abington Township, Montgomery County, Pennsylvania and two buildings, driveways, approximately twenty (20) parking areas, and other improvements such as utility services to service the property which have been constructed thereon.

(d) The buildings contain eleven (11) units (Townhouses) as shown on the Declaration Plan.

(e) All the units are two-story Townhouses with separate entrances.

(f) The project property consists of the Townhouses and common elements as shown on the Declaration Plan.

(g) Each Townhouse, together with its proportionate undivided interest in the common element, is for all purposes real property. The Ownership of each Townhouse, together with its proportionate undivided interest in common elements is for all purposes the ownership of real property.

(h) Every instrument dealing with a Townhouse shall set forth the name of the project and the number of the Townhouse.

2. Definitions. The terms used herein and in the Code of Regulations shall, unless otherwise specified to the contrary herein or in said Code of Regulations, have the meanings stated in the Unit Property Act. If the Definitions in the Unit Property Act are amended hereafter, the new definitions are incorporated herein.

a) The term "Association" as used herein shall have the same meaning as the term "Council" in the Unit Property Act.

b) The term "Townhouse" as used herein shall have the same meaning as the term "Unit" in the Unit Property Act.

c) The term "House" as used herein shall mean that part of the Townhouse intended for indoor living purposes.

3. Declaration Plan:

(a) The Buildings and other improvements of the property have been constructed by the Declarant substantially in accordance with the plans therefore prepared by Charles Shoemaker, Inc., dated April 28, 1978 called Fox Hill Towne House Condominiums, Declaration Plan 1, which Plan is recorded concurrently herewith and is referred to as the Declaration Plan. Attached to such Declaration Plan and a part thereof are plans showing the lay-out of the first and second floors of the Houses. If the Plan is amended in whole or part, the Declaration Plan as last amended is the Plan referred to herein as the Declaration Plan.

(b) The Declaration Plan may be amended in whole or part at any time and from time to time by a vote of Townhouse Owners who represent at least sixty-six (66%) percent of the voting rights in the project.

4. Description of Townhouses: Townhouse Designations;

(a) Each Townhouse is identified on the Declaration Plan by a specific numerical designation (hereinafter referred to as the Townhouse Designation).

The Declaration Plan shows the total lay-out of the Project with the common elements, at ground level and the Houses at the first floor level which may be a few feet above ground level.

Each Townhouse as originally constructed shall consist of the House itself.

The House as originally constructed consists of the following rooms:

- (1) First Floor - living room, dining room, kitchen, powder room
- (2) Second Floor - two bedrooms, bath

If the rear yard of a Townhouse is not fenced along the sides or rear by the Declarant then the Townhouse Owners, acting by themselves or jointly with the Owners of the adjoining Townhouses, may erect such fences. The Association may regulate the type and height of such fences and may require gates therein, to allow passage from one yard to the surrounding rear yards, at locations determined by the Association.

Each Townhouse Owner shall have the right to landscape in the area between the front of the Townhouse and the sidewalk.

The Association may, by reasonable rules, regulate such landscaping. This right to landscape need not be shown on the Declaration Plan.

(b) Except for such portions thereof which are part of the common elements, the maximum boundaries of the Townhouses (or title lines) are as reflected by the Declaration Plan and are described as follows:

(i) The interior surface of the masonry part of the walls which are part of the perimeter of the House.

(ii) The upper surface of the roof of the House.

(iii) The lower surface of the ground level slab of the House and a line just below the surface of the private yard.

(iv) The exterior surface of the windows, window frames, window sills which are set in the perimeter walls of the House.

(v) The exterior surface of such doors (including sliding glass doors, door frames, door hinges and doorsills) which are set in the perimeter walls of the House.

(c) Each Townhouse consists of all portions of the Buildings and open areas located within the title lines described in Section 4(b) hereinabove, including not not limited to:

(i) the air space enclosed thereby;
(ii) all walls, partitions, dividers, windows, doors, pipes, wires, ducts, and other elements of construction and mechanical equipment which are within said title lines;

(iii) all doors, door frames, doorways, door hinges and door sills set in the perimeter walls of the House;

(iv) all windows, window frames, window tracks, and window sills which are set in the perimeter wall of the House.

(d) Each Townhouse also includes the air-conditioning condensing unit servicing that Townhouse.

5. Common Elements: Percentage Interest of Townhouse

Owners:

(a) The Common Elements shall mean and include:

(i) the land (including the land beneath each Townhouse), the air space above the Townhouse and those portions of any structure which is not included within the title lines of any Townhouse and which is not made a part of the Townhouse pursuant to Section 4 (c) hereinabove.

(ii) the following parts of the buildings; foundations; structural parts, supports, columns, beams, all masonry perimeter walls and parts thereof

(iii) portions of the land and any buildings used exclusively for the management, operations or maintenance of the Common Elements.

(iv) installations of all central services and utilities including water, sewer, electric, telephone, and any other utility lines, pipes, fixtures, meters and other equipment which serve the Common Elements or serve any Townhouse and are located in a Common Element.

(v) the driveways and parking areas and all other things or constructions existing for common use.

(vi) trees, planting and landscaping of the Common Elements.

(vii) all other parts or elements of the Buildings or the property necessary or convenient to the Project's existence, management, operation, maintenance, safety

or beautification, or in common use, which are designated herein, or in the Declaration Plan or in the Code of Regulations as Common Elements, which are not herein or in the Declaration Plan made a part of a Townhouse and which are not designated herein in the Declaration Plan or in the Code of Regulations as Common Elements.

(viii) However, in the Declaration or the Declaration Plan a title line of a Townhouse is described as being the House side surface of a designated part of a building (such as a wall), the Owner of such Townhouse shall have an easement for the purpose of applying and removing any type of wall covering to and from such surface and otherwise decoration, and maintaining the same. This easement shall not interfere with the Association's right and duty to maintain the wall.

(b) The initial percentage of undivided interest in the Common Elements in fee simple appurtenant to each Townhouse shall be set forth in Exhibit "C" attached, and such percentage shall not be altered except by recording an amendment to the Declaration which amendment is duly executed by all of the Townhouse Owners affected by such change. Any such amendment approved by the Townhouse Owners will not be effected until approved by the First Mortgages as required by Section 12 of this Declaration.

6. Common Expenses, Common Receipt and Common Profits:

(a) Common Expenses mean all expenses declared common by provisions of the Unit Property Act, this Declaration or the Code of Regulations, or which are necessary to properly operate and maintain the project.*

(b) Common Receipts means:

(i) Assessments and other funds collected from Townhouse Owners to pay the Common Element or otherwise;

(ii) Rent and other charges from leasing or licensing the use of the Common Elements or any property owned by the Association or the Project; and

(iii) Rent and other charges from leasing or licensing the use of the Common Elements or any property owned by the Association or the Project; and

(iv) Receipts designated as common pursuant to the Unit Property Act, this Declaration or the Code of Regulations.

(v) Any insurance or other sum payable to the Association.

(c) Common Profits means the excess, if any, of all Common Receipts over all Common Expenses during any fiscal year of the Project.

*Illustrations of common expenses are set forth in Article VI of the Code or Regulations.

7. Liability of Townhouse Owners: for Common Expenses;

(a) Each Townhouse Owner shall be liable for a share of the Common Expenses as defined herein, such share being the same as the percentage of that Townhouse's interest in the Common Elements.

8. Easements:

(a) The Townhouses and the Common Elements are subject to easements in favor of the appropriate utility companies (including cable T.V. companies) for such utility services as are desirable to adequately serve the Property and all appurtenances thereto, including, without limitations, the right to install, lay, maintain, repair, relocate, and replace pipes, sewers, drain lines, telephone wires and equipment through the Property; provided, however, that any such easement through a Townhouse shall be located only as shown on the Declaration Plan, or only as originally constructed, unless such easement is approved in writing by the Townhouse Owner whose Townhouse is to be crossed by such easement.

(b) The Association may hereafter grant such easements under, through or above the Common Elements on such terms and conditions as it deems proper. Such easements may run perpetually with the land.

(c) The Common Elements are subject to an easement in favor of the Townhouse Owners and their invitees, tenants, and servants, the Association and the agents and employees of the Association, for:

(i) pedestrian traffic on, over, through, and across open common elements (including sidewalks) as the same may exist from time to time, and

(ii) pedestrian and vehicular

traffic across such portions of the Common Elements as may be from time to time paved and intended for such purposes.

(d) The Common Elements are subject to the following easements (in addition to any other easement set forth in this Declaration) in favor of the Townhouse or Townhouses benefitted thereby:

(i) for the installation, repair, maintenance, use, removal and replacement of any electrical equipment, which is located in a portion of a wall which is part of the Common Elements; provided, that the installation, repair, maintenance, use, removal and replacement of such electrical equipment will not reasonably interfere with any part of the Common Elements or structurally weaken the wall; and,

(ii) for driving and removal of nails, screws, bolts, etc. from the House side surface of the walls of a House into the portion of such walls which are part of the Common Elements; provided, that such action will not unreasonably interfere with the use of any part of the Common Elements or impair or structurally weaken the wall; and,

(iii) for the installation, repair, maintenance, use, removal and/or replacement of utility lines including pipes, ducts, electrical wires and conduits which serve only one Townhouse and which pass through a portion of the Common Elements.

e) In addition to the easements set forth above, the Common Elements to the rear of each individual Townhouse are subject to an exclusive easement in favor of that Townhouse to a depth of seven and one-half feet, and running the width of each unit for any purpose not inconsistent with the enjoyment of the other Townhouse owners and subject to the reasonable rules and regulations adopted by the Association.

f) To the extent necessary, each Townhouse shall have an easement for structural support over the Common Elements and over every other Townhouse in the Buildings, and each Townhouse and the Common Elements shall be subject to an easement for structural support in favor of every other Townhouse in the Buildings and the Common Elements.

g) If any Townhouse encroaches upon the Common Elements by reasons of its original construction or a cause other than the purposeful act of the Townhouse Owner then easements for such encroachment shall exist for so long as the encroachment continues.

h) The Townhouses are subject to the following easements:

(i) In favor of the Common Elements benefited, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring and all other utility lines and conduits which are part of the Common Welement and which pass across or through a portion of a Townhouse or Townhouses.

(ii) In favor of another Townhouse for the installation, repair, maintenance, use, removal,

go under the private yard of another Townhouse. The repair of the pipes serving an individual Townhouse is the responsibility of that Townhouse, but in an emergency or upon vote of the Association, the Association may make such repairs and charge the Townhouse benefited or make such costs a common expense as the Association decides.

(i) If any Common Element shall encroach upon any Townhouse by reason of original construction or a cause other than the purposeful act of the Association, then an easement to such Common Element shall exist for so long as such encroachment continues.

(j) In the event any Townhouse is partially or totally destroyed, and then rebuilt, encroachment upon the Common Elements and/or Townhouse, to the extent described in (f) and (g) above, shall be permitted and an easement for said new or continued encroachments and the maintenance thereof shall exist for so long as such encroachment continues to exist.

(k) All easements and rights described and mentioned in this Declaration are easements appurtenant, running with the Land, Townhouses and Common Elements, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding upon Declarant, its successors and assigns, the Association, any Townhouse Owner, mortgagee and any other person having an interest in said Land, Townhouses, Common Elements, or any portion thereof.

9. General Provisions:

(a) Utilities: Unless contracted for by the Association and designated as a Common Expense, all services furnished by any utility company, any Municipality or Authority to any Townhouse shall be charged to the Townhouse receiving such services. Separate meters may be furnished for all Townhouses to measure consumption of utility services.

(b) Assessments and Taxes: Each Townhouse and its proportionate undivided interest in the Common Elements as determined by this Declaration and any amendments thereof shall be assessed and taxed for all purposes as a separate parcel of real estate entirely independent of the Building or Property of which the Townhouse is part and each Townhouse Owner is required to pay all such taxes, municipal claims and liens assessed, liened or filed against the Townhouse.

(c) No Partition of Common Elements: There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of any statute applicable to Unit Property Ownership as herein provided. Provided, however, that if any Townhouse shall be owned by two or more co-owners as tenants in common or as joint tenants, subject to the provisions of Section 10 hereof, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said

Townhouse Ownership as between such Co-Owners.

(d) No Severance of Ownership: The individual interest in the Common Elements may not be separate from the Townhouse to which such interest pertains and shall be deemed to be conveyed, leased, or encumbered with the Townhouse even though such interest is not expressly referred to in the deed, lease, mortgage or other instrument.

(e) Incorporation by Reference: Reference in the respective deeds of conveyance of any Townhouse or in any mortgage or other evidence of obligation secured by any Townhouse to the easements and rights in any part of this Declaration shall be sufficient to create and reserve such easements and rights to the Declarant, its successors or assigns, and to the respective grantees, and mortgagees of such Townhouses as fully as is set forth in their entirety in such documents.

10. Restrictions: The following restrictions shall be applicable to and be a covenant running with each Townhouse and may not be amended without the prior written approval of the Association and of the appropriate governmental units which have jurisdiction over the Townhouse.

(a) Townhouse Subdivisions: No Townhouse may be divided or subdivided into a smaller unit nor may only a portion of a Townhouse be sold or otherwise transferred.

(b) Use of Townhouses: No Townhouse may be used for any purpose other than for residential purposes, as this is defined in the laws and regulations of any governmental unit having jurisdiction.

11. Mortgages:

(a) Any mortgage on a Townhouse and the obligations secured thereby shall provide that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act, this Declaration, the Code of Regulations and the Rules and Regulations made pursuant thereto. Specifically, but without limitation, that the mortgagee shall have no right to:

(i) participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the property;

(ii) receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent of a distribution thereof to Townhouse Owners pursuant to Section 802 of the Act or of insurance proceeds being received in excess of the cost of repair or restoration;

(iii) accelerate the mortgage debt or have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Townhouse.

(b) No Townhouse Owner or prospective purchaser of a Townhouse shall deliver any first mortgage until the Association has been notified of the name and address of the proposed mortgagee and of the amount of the debt proposed to be so secured. The Secretary shall maintain a register of mortgages, showing the name

and address of the mortgagee and the amount secured thereby. The holders of any first mortgage whose mortgage is recorded on the Association's records shall be entitled, on written request, to receive from the Association a written statement of any delinquent assessments and of any other defaults by the Townhouse Owner and copies of budget and financial reports sent to the Townhouse Owner. Holders of first mortgages shall be permitted to examine the books of account of the Association during regular business hours at the Association's office upon five (5) days written notice to the Treasurer.

12. Actions not effective unless approved by First Mortgagees: Notwithstanding anything in this Declaration or the Code of Regulations to the contrary, or any action by Townhouse Owners unless at least seventy-five (75%) percent of the first mortgagees of Townhouses (based on one vote for each first mortgage owned) have given their prior written approval, neither the Association nor the Townhouse Owners acting collectively are able to:

(a) Change the pro rata interest or obligation of any Townhouse for:

(i) the purpose of levying assessments or charges or allocating distributions of hazard insurance or proceeds of condemnation awards, or for,

(ii) determining the pro rata share of ownership of each Townhouse in appurtenant real estate and any improvements thereon which are owned by the Townhouse Owners in the Project as Common Elements.

(b) Partition or subdivide any Townhouse or any part of the Project.

(c) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. The granting of easements for public utilities or other public purpose consistent with the intended use of the Common Elements by the Project shall not be deemed a transfer within the meaning of this clause.

(d) Use hazard insurance proceeds from losses to any Townhouse or Common Element for other than the repair, replacement or reconstruction of such improvement, except as provided by statute in case of substantial loss to the Townhouse and/or Common Elements of the Project.

13. Purchase of Townhouses by Association: The Association

shall have the power to purchase or lease Townhouses and to mortgage any Townhouse purchased; if such purchase or lease is approved by the affirmative vote of sixty-six (66%) percent of the votes in the Project, which votes are cast at a meeting called upon notice, stating that one of the purposes of the meeting is to consider the purchase or lease of a Townhouse. The term lease as used herein covers the situation where the Association is the lessee, not where the Association is the lessor. In the latter case, the Association may set the rent and terms of lease of the Townhouse.

14. Compliance with Governing Documents. Each Townhouse Owner shall be governed by and shall comply with the terms of the Unit Property Act, this Declaration, the Code of Regulations and the Rules and Regulations adopted pursuant thereto as they may be amended from time to time. Failure of the Townhouse Owner to comply therewith shall entitle the Association, in addition to other remedies provided in this Declaration and the Unit Property Act, to bring suit for monetary damages and injunctive relief.

(a) Costs and Attorney's Fees: In any proceeding arising because of an alleged failure of a Townhouse Owner to comply with the terms of the Unit Property Act, this Declaration, a Code of Regulations and the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees; provided, no attorney's fees may be recovered against the Association in any such action unless the Court first expressly finds that the Association acted in bad faith.

(b) Refusal to Bring Suit: If the Association refuses to bring suit against a request to do so from a Townhouse Owner or a Mortgagee, then such Townhouse Owner or Mortgagee may bring a suit.

(c) No Waiver of Rights: The failure of the Declarant

or the Association, or any Townhouse Owner to enforce any covenant, restriction or other provision of the Unit Property Act, this Declaration, the Code of Regulations or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

15. Amendments: Subject to the other provisions of this Declaration relative to amendment, this Declaration may be amended in the following manner:

(a) Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) Resolution: An amendment may be proposed by either the Council or by twenty (20%) percent of the Townhouse Owners. A resolution adopting a proposed amendment must bear the approval of those Townhouse Owners holding not less than seventy-five (75%) percent of the voting interest in the Project. Owners not present at the meetings considering the amendment may express their approval, in writing, given before such meeting or within the calendar month following the month in which said meeting was held.

(c) Agreement: In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of the Townhouses in the Project in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Montgomery County, Pennsylvania.

(d) Proviso: Provided, however, that no amendment shall discriminate against any Townhouse Owner nor against any Townhouse or class or group of Townhouses unless the Townhouse

Owners and mortgagees so affected shall consent; and no amendment shall change any Townhouse or its share in the Common Elements or any other of its appurtenances nor increase any Townhouse Owner's share of the Common Expense unless the Owner of the Townhouse concerned and the holders of the first mortgage thereon shall join in the execution of the amendment. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, unless the Declarant shall join in the execution of such amendment. Notwithstanding the foregoing, the Declarant reserves the right to change interior design and arrangement of any Townhouse which Declarant owns.

If, in the judgment of the Association, any amendments are necessary to cure any ambiguity or to correct or supplement any provision of the Declaration, or the Code of Regulations, which is defective or inconsistent with any other provision hereof or thereof or with the Unit Property Act, or to change, correct or supplement anything appearing or failing to appear in the Declaration Plan, which is incorrect, defective or inconsistent, the Association may effect an appropriate corrective amendment without the approval of Townhouse Owners upon its receipt of opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this sentence, together with a like opinion from an independent registered architect or licensed professional engineer in the case of any such amendment

to the Declaration Plan. Each such amendment shall be effective upon the recording thereof in the Montgomery County Department of Records or any successor thereto of an appropriate instrument setting forth the amendment and its due adoption, duly executed and acknowledged by the appropriate officer of the Association.

(e) Execution and Recording: Attached to each adopted amendment shall be a certificate, certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when a copy of the amendment with such certifications are recorded in the public records of Montgomery County, Pennsylvania.

16. Termination: The Project may be terminated in the following manner:

(a) by Statute: as provided by the Unit Property Act.

(b) by Destruction: in the event it is determined in the manner provided in the Code of Regulations that the Townhouses shall not be reconstructed after a casualty, the Unit Property Plan of Ownership shall thereby be terminated. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association executed by the President and Secretary certifying as to the facts affecting the termination, which Certificate shall become effective upon being recorded in the public records of Montgomery County, Pennsylvania.

(c) General Provisions: When the Property has been removed from the provisions of the Unit Property Act, the former Townhouse Owners shall, at the time such removal becomes effective, become tenants in common of the property and the holders of the mortgages, judgments and other liens against the Townhouses formerly owned by such Townhouse Owners shall have mortgages, judgments and liens upon the respective undivided common interest of the Townhouse Owners in the entire property. The undivided interest in the property owned in common which shall appertain to each Townhouse Owner following such removal shall be the same percentage as the common interest previously owned by such Townhouse Owner in Common Elements. All funds held by the Association and all

insurance proceeds, if any, shall be and continue to be held for the Townhouse Owner in proportion to the amount of their respective Common Interests. The cost incurred in connection with such removal shall be Common Expense.

If the Property shall be removed from the provision of the Act, then the Property shall be subject to an action for partition by any Townhouse Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all the Townhouse Owners in proportion to their respective Common Interests; provided, however, that no payments shall be made to a Townhouse Owner until there has first been paid off of his share of such net proceeds all liens or charges on his Townhouse. Such removal of the Property from the provisions of the Act shall not preclude its subsequent submission to the provisions thereof in accordance with the terms of the Act.

17. Provisions Pertaining to Declarant: Notwithstanding any other provisions herein or in the Code of Regulations contained, for so long as Declarant continues to own any of the Townhouses or Townhouse sites, the following provisions shall be in full force and effect:

(a) No amendment may be made to the Declaration or the Code of Regulations or the Declaration Plan without the written consent of Declarant so long as Declarant retains the ownership of three or more Townhouses.

18. Severability: The invalidity in whole or in part of any covenant or restriction of any section, subsection, sentence, clause, phrase, or work or other provision of this Declaration, and any exhibits attached hereto, shall not affect the remaining portions thereof.

19. Association; First Members: A Board of natural individuals of the number stated in the Code of Regulations, each of whom must be a resident of Pennsylvania but need not be a Townhouse Owner, shall be known as the Home Owner's Association Directors, hereafter called Association Owner and shall manage the business, operation and affairs of the Property on behalf of the Townhouse Owners. The names of the first members of the Association are:

James Kirkner
John McLeod
Linda D. Dando

20. Code of Regulations: The operation of Project property shall be governed by the Code of Regulations, which shall be recorded forthwith.

21. Binding Effect. The provisions of this Declaration and the Code of Regulations shall be binding upon and shall inure to the benefit of the Declarant, their successors, grantees, heirs and assigns.

22. Headings. Paragraph headings are intended for ease of reference only and shall not affect or alter the interpretation of the provisions thereof.

IN WITNESS WHEREOF, the said Declarant has executed this Declaration.

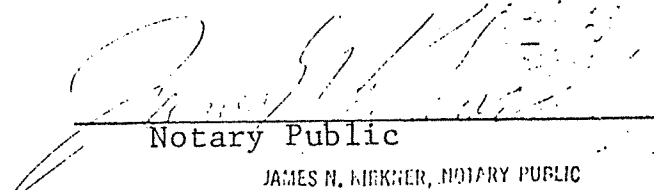
Claire E. Fox

Claire E. Fox

COMMONWEALTH OF PENNSYLVANIA: SS.
COUNTY OF MONTGOMERY :

On this, the *15th* day of *May*, 1978, before me, undersigned officer, personally appeared CLAIRE E. FOX, who acknowledged herself to be the owner of the FOX HILL TOWNE HOUSE CONDOMINIUMS, and that she executed the foregoing instrument for the purpose therein contained by signing her name thereto.

In Witness Whereof, I have hereunto set my hand and official seal.



Notary Public

JAMES N. KIEKER, NOTARY PUBLIC
ABINGTON TWP., MONTGOMERY COUNTY
MY COMMISSION EXPIRES JAN. 13, 1979
Member, Pennsylvania Association of Notaries