

Prepared by: Douglas M. Johnson, Esquire

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
53-00-08713-00-0 TOWAMENCIN TOWNSHIP

Return to: BUSCHMAN & JOHNSON  
228 North Main Street  
Souderton, PA 18964

WATERFORD CROSSING COMMUNITY ASSOCIATION \$15.00  
B \*NEW\* L U 02/27/2017 TG

Master Parcel Number: 53-00-08713-00-0 (NEW)  
(SEE ATTACHED EXHIBIT A, FOR  
REFERENCE ONLY)

**AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF WATERFORD CROSSING, A PLANNED COMMUNITY**

THIS AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is amended this 16<sup>TH</sup> day of February, 2017, by WATERFORD CROSSING COMMUNITY ASSOCIATION, a Pennsylvania nonprofit corporation (hereinafter referred to as the "Association"), pursuant to the provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S.A. §5219, et seq. (the "Act").

**RECITALS:**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Waterford Crossing, a Planned Community, was originally recorded on November 24, 2003 in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania at Deed Book 5482, page 2184, et seq.; and

WHEREAS, a First Amendment to Declaration of Covenants, Conditions and Restrictions of Waterford Crossing, a Planned Community dated October 23, 2008 was recorded in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania at Deed Book 5712, page 2543, et seq.; and

WHEREAS, the Association is desirous of amending the original Declaration and the First Amendment thereto; and

WHEREAS, Section 5219 of the Pennsylvania Uniform Planned Community Act permits amendments to the Declaration and Section 21 of the original Declaration permits amendments to the Declaration; and

WHEREAS, a list of the parcel numbers of the lots subject to this Amended Declaration is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the provisions of this Amended Declaration are intended to and shall supersede, revoke and replace for all purposes the original Declaration and the First Amendment thereto.

#### SECTION 1 Submission to the Declaration

The Waterford Crossing Community Association, by its Executive Board, and pursuant to Section 5219 of the Pennsylvania Uniform Planned Community Act, with regard to all that certain real property with improvement erected thereon, located in Towamencin Township, Montgomery County, Pennsylvania and more fully described in Exhibit B attached hereto, together with the easements, rights and appurtenances belonging thereto (the "Property"), hereby submits the terms, conditions and provisions of this Amended Declaration.

#### SECTION 2 Name

The name by which the Property shall hereafter be identified is Waterford Crossing, a Planned Community (the "Community").

#### SECTION 3 Definitions

The following terms when used herein and in the By-Laws of the Association (as defined below) shall have the meanings set forth below.

- (a) "Access Easement Area" means that portion of the relocation corridor for Troxel Road, which has previously been dedicated to the Township, over which the Township has granted an ingress, egress and access easement to the Declarant, the Owners and their respective employee, guests and invitees.
- (b) "Act" shall mean the Pennsylvania Uniform Planned Community Act, 68 PA S.A. §501 et seq., as the same may be amended from time to time hereafter.
- (c) "Assessments" shall mean those levies, assessments or sums payable by one or more Owners from time to time upon notification by the Association, as provided herein.
- (d) "Association" shall mean the Waterford Crossing Community Association, a Pennsylvania nonprofit corporation formed before the date

hereof, being an association of Owners, which shall have the duties and powers established in the Declaration and in the By-Laws.

- (e) "Berm" means the embankment constructed within the property lines bordering Troxel and Allentown Roads, which have been improved with plantings and which shall be maintained by the Association as set forth in Section 6(f) below.
- (f) "Board of Directors" or "Board" means a group of natural individuals, who shall manage and administer the business operation and affairs of the Association on behalf of the Owners. Individual members of the Board of Directors shall be referred to as Directors. "Board Approval" means the majority of Board Members have agreed on a decision or plan of action for the Association.
- (g) "By-Laws" means the governing regulations adopted pursuant to this Amended Declaration for the regulation and management of the Property and administration of Association, including any amendments thereto adopted from time to time.
- (h) "Common Expenses" (also known as "Common Assessments") mean and include expenses for which the Owners are liable as provided herein, including, but not limited to, expenses of administration, maintenance, repair and replacement of the Common Facilities, expenses or liabilities agreed upon as common by or on behalf of the Association, together with any allocation to reserves, and all other expenses or charges levied or to be levied pursuant to this Amended Declaration or the By-Laws against all Owners.
- (i) "Common Facilities" (also known as "Common Areas") shall include all of the following (which shall be maintained, repaired and replaced by the Association): the Stormwater Basin, Westhampton Way, the sidewalks, walkways and service walks, the woods, trees, bushes, lawns and other landscaping; the street lights; the Parking Areas, the entranceway walls, entranceway throughout the Pedestrian Path and benches and trash receptacles located along the Pedestrian Path, the Berm; the mailboxes, the underground utility lines, pipes and cables that service more than one Dwelling, and any other portion of the Property not included in any Lot, to the extent such facilities are neither dedicated nor to be dedicated to the Township or to a municipal authority, and all other facilities which the Association may hereafter own, acquire or construct.
- (j) "Dwelling" means any structure erected or to be erected on a Lot intended to be used as a residence, including any deck, patio and/or sunroom that was originally constructed as part of a Dwelling during the initial construction of the Dwelling.

- (k) "Eligible Mortgagee" means the holder, insurer or guarantor of a first mortgage lien on one or more Dwellings or Lots who shall have provided to the Association a statement of its name, address and the Dwelling(s) or Lot(s) against which it holds, insures or guarantees a first mortgage lien.
- (l) "Limited Common Expenses" means any common expenses associated with the maintenance, repair or replacement of a Limited Common Element as defined in Section 5103 of the Pennsylvania Uniform Planned Community Act. Pursuant to Section 5314(c) of the Act, any Limited Common Expenses shall be assessed in equal shares against the units to which any Limited Common Element was assigned at the time the expense was incurred. Further, any Common Expense benefiting fewer than all of the units shall be assessed exclusively against the units benefited.
- (m) "Limited Common Facilities" (also known as "Limited Common Areas") shall include all of the following (which, except as otherwise explicitly stated herein, shall be maintained, repaired and replaced by the Association with the cost of such maintenance, repair or replacement to be paid by the Owners to whose Dwellings such Limited Common Facilities are appurtenant): the private driveway located directly in front of and adjacent to a unit.
- (n) "Lot" means the separate and subdivided parcel of land intended for residential development which is included in the Property described on Exhibit B (as such Exhibit may be amended from time to time hereafter) and shown on the file and recorded Plan approved by the Township upon which a Dwelling is or will be erected. Each Lot's boundaries shall be as shown on the Plan, the term "Lot" shall be deemed for the purposes of this Amended Declaration to have the same meaning as the term "Unit" used in the Act. The Lot's Identifying Number shall be its street address as established by the Township.
- (o) "Members" mean all Owners, as Members of the Association.
- (p) "Owners" mean the record owners, whether one or more persons or entities, of fee simple title to any Lot which is situated within the Property, but excluding those persons having an interest merely as security for the performance of an obligation.
- (q) "Pedestrian Path" means the paved walking path that curves throughout the Property, which shall be maintained by the Association pursuant to Section 6(g) below.
- (r) "Plan" means the Final Subdivision Plan, approved by Towamencin Township and recorded in the Office of the Recorder of Deeds in and for

Montgomery County, Pennsylvania, on December 20, 2003, Plan Book 0022, Page 00048, showing the Property, as such Plan may be amended from time to time hereafter by the Declarant. A copy of the Plan is attached hereto as Exhibit C.

- (s) "Property" means the real property located in the Township described on Exhibit B attached hereto.
- (t) "Relocation Corridor" means the Relocation Corridor for Troxel Road, as shown on the Plan. Towamencin Township is responsible for building and completing the Relocation Corridor and Declarant does not know or have any control as to when and how the Relocation Corridor will be completed.
- (u) "Stormwater Basin" means the Stormwater Basin Management Areas and related stormwater management facilities which are located on the Property as shown on the Plan and maintained by the Association.
- (v) "Township" shall mean "Towamencin Township, Montgomery County, Pennsylvania".
- (w) "Westhampton Way" means the roadway and the emergency access route shown on the Plan, which is not intended for dedication to the Township.

#### SECTION 4 Applicability: Interpretation

- (a) This Amended Declaration shall be applicable to the Property. All present and future Owners and occupants of Dwellings and Lots and each of their tenants, guests, licenses, servants, agents, employees and any other person or person who shall be permitted to use the Common Facilities described in the Amended Declaration, shall be subject to this Amended Declaration, the By-Laws and any rules and regulations which the Board of Directors shall promulgate from time to time to govern the conduct of the Owners and occupancy of the Property. Ownership, rental or occupancy of any of the Dwellings or Lots in the Property shall be conclusively deemed to mean that the Owner, tenant or occupant has accepted, ratified and will comply with this Amended Declaration, the By-Laws and any rules and regulations of the Association.
- (b) In the event of a conflict of interpretation between the provisions set forth in the By-Laws and the Amended Declaration, this Amended Declaration shall govern, except to the extent this Amended Declaration is inconsistent with applicable law.

**SECTION 5 Owners' Use: No Waiver of Use: No Alterations**

- (a) Every Owner shall have the right of ingress, egress and regress over and the right of enjoyment in and to the Common Facilities, which right shall be appurtenant to each Lot and shall pass with title to every Lot, subject, nevertheless, to the other provisions of this Amended Declaration. Each Owner shall make use of the Common Facilities at his own risk. The Association shall not be responsible or liable for injuries that occur on the Common Facilities, unless directly caused by the Association's gross negligence or intentional misconduct.
- (b) No Owner may exempt himself from liability with respect to the payment of Assessments levied by the Association, nor release his Lot from the liens created for non-payment of Assessments by waiver of the use or enjoyment of the Common Facilities, by abandonment of his Lot, by any conveyance or covenant severing the right and benefits from the Lot, or otherwise. The obligation to pay Assessments is absolute and unconditional and, in addition to being a covenant running with the land, is a personal obligation of each Owner and shall not be subject to set-offs or counterclaims.
- (c) No Owner may make any changes, additions, improvements or alterations of any kind or do any work to any of the Common Facilities without specific written Board approval. Such approval will require the homeowner to name Waterford Crossing Community Association as Additional Interest or Certificate Holder. During the course of an approved change, addition, improvement or alteration, no Owner shall impair any easement within the Common Facilities without the unanimous consent of all of the Owners affected thereby and the beneficiary of the easement.
- (d) Every Owner shall have the right of ingress, egress and regress over and the right of enjoyment in and to the Limited Common Facilities appurtenant to his Lot and such Limited Common Facilities shall pass with title to each Lot, subject nevertheless to the provisions of this Amended Declaration. The Association shall be responsible for the maintenance repair and replacement of the Limited Common Facilities. Each Owner shall make use of the Limited Common Facilities that are appurtenant to his Lot at his own risk. The Association shall not be responsible or liable for injuries that occur on the Limited Common

Facilities unless directly caused by the Association's gross negligence or intentional misconduct.

#### SECTION 6 The Association

- (a) The Association is the governing body for all the Owners and is responsible for (i) the maintenance, repair, replacement, management, operation and administration of the Common Facilities; (ii) the maintenance, repair and replacement of the Limited Common Facilities; (iii) any additions or improvements to the Common Facilities; (iv) landscaping, including, without limitations, lawn cutting and fertilization, on the Common Facilities, (v) landscaping, repair and maintenance of the Access Easement Area in accordance with Township specifications; (vi) rubbish removal (provided that Owners place rubbish in the appropriate receptacles at the appropriate times for pick-up in accordance with the Rules, Regulations and Standards of Waterford Crossing ("Rules and Regulations")) and (vii) snow removal and ice management from Westhampton Way, the sidewalks, the walkways, the service walks and the Driveways (unless a car is in the Driveway at the time of such snow or ice removal, in which event the Owner of such Lot shall be responsible for snow or ice removal from his Driveway). The Association will not be responsible for snow removal or ice management from any other portion(s) of the Common Facilities, and each Owner shall defend, indemnify and hold the Association and its respective officers and agents harmless from any suits, claims, liabilities, costs and expenses (including, without limitation, attorney fees) incurred by any of them due to any injury to a person or to property sustained by an Owner or his guest or invitees as a result of snow or ice anywhere on the Property, unless such injury results from the Association's negligent failure to clear snow or ice from Westhampton Way, the sidewalks, walkways, service walks, or Driveways. The Association shall not be deemed to be negligent in clearing snow or ice from a Driveway if a car is parked in such Driveway when the Association cleared snow from the other Driveways.
- (b) Nothing herein contained shall be construed so as to preclude the Association from delegating the duties described in this Section to a manager or agent or to other persons, firms or corporations, subject to the authority of the Association. The Common Expenses incurred or to be incurred for utility services, maintenance, repair, replacement, management, operation and use of the Common Facilities, the making of any additions or improvements thereto and any of the other responsibilities described in the Subsection shall be assessed by the

Association against and collected from the Owners in accordance with Section 10 hereof Common Expenses benefiting fewer than all of the Lots may be assessed exclusively against the Lot(s) benefited.

- (c) The time and extent of the foregoing maintenance repair and replacement obligations of the Association shall be determined solely by the Board of Directors. All aspects of repair, maintenance and replacement of all portions of an Owner's Lot (excluding the roof) shall be the responsibility of the Owner. All maintenance, repair and replacement of portions of the Common Facilities shall be the responsibility of the Association except as noted above, provided, however, that any costs incurred by the Association in connection with the negligence or willful misconduct of the Owner(s) or occupant(s) of any particular Lot(s) (or their guests, pets, invitees or licensees) shall be charges as a Limited Special Assessment to those Owner(s).
- (d) To the extent any maintenance, repair and replacement by an Owner may involve possible damage to the Common Facilities, the work shall be performed only with the prior written consent of the Board of Directors or its duly authorized agent, except in the case of an emergency, subject to the requirements of the Board of Directors.
- (e) The Board of Directors shall have the right to impose rules and regulations governing the use and care of portions of the Dwellings, Lots and Common Facilities to the extent reasonably related to the Association's use restrictions (as set forth hereinafter) and maintenance, repair and replacement obligations hereunder. In addition, the Board of Directors is expressly authorized, in addition to any other enforcement powers it may have hereunder or by operation of law, to levy and collect fines for violations of this Amended Declaration, the By-Laws or any rules or regulations promulgated by the Board. Such fines shall be in such amounts as the Board may from time to time determine in its discretion, subject to the express provisions hereof.
- (f) The Berm, trees, bushes, grass and other landscaping throughout the Property shall be maintained and landscaped by the Association in accordance with accepted landscaping practice, including replacement of dead or dying trees and shrubs with replacements if deemed appropriate.
- (g) The Pedestrian Path shall be maintained by the Association and shall not be open to the general public. The Association shall not remove



snow or ice from the Pedestrian Path. Owners shall not use the Pedestrian Path during inclement weather.

- (h) The Association shall maintain, repair and replace any landscaping or other improvements now or hereinafter located within the Access Easement Area at the request of the Township or the Association, including, but not limited to any trees, bushes, curbs, barricades or gates required or requested to be installed, placed, removed or relocated by the Township.
- (i) In order to maintain the visual uniformity of the community, the Association shall replace the roofs of each unit based upon the following procedures: The Unit Owner shall be solely responsible for the maintenance and repair of the roof over their individual unit. No maintenance or repair of an existing roof shall occur until a written application is filed by the Unit Owner(s) with the Board and approved by the Board as to the timing of the work, the materials to be utilized and the contractor proposed by the Unit Owner(s) to assure adequate liability and workman's comp insurances are in effect. In the event the Unit Owner(s) fail to maintain or repair an existing roof, the Association may, after giving the Unit Owner(s) 30 days' written notice, hire a contractor to do the necessary work. The cost for any maintenance, repair or replacement of a roof by the Association shall be a Limited Common Expense subject to a Limited Special Assessment by the Association against the Unit Owner(s) of the unit(s) affected by such roof.
- (j) The Association shall maintain, repair, and replace a mailbox for each Unit. Such mailboxes will be located in the Common Facilities.

#### SECTION 7 Membership in the Association

- (a) All persons upon acceptance of the deed to their Lots shall become Members of the Association and shall be obligated to pay all Assessments levied by the Association against their lots. Except as otherwise provided, membership in the Association shall be limited to the Owners of Lots subjected to this Amended Declaration. Every Owner as a Member of the Association shall be entitled to all of the rights and shall be bound by all of the obligations accompanying membership.
  - 1. Owners shall be entitled to the same number of votes as equals his Unit's percentage interest (expressed as a decimal), as specified pursuant to Exhibit D attached hereto and made a part

hereof ("Percentage Interest") multiplied by the number ten thousand (10,000), as more fully set forth in the By-Laws.

- (b) When more than one person holds an interest in any Lot, all persons holding such interest shall be one Member collectively, and the vote for the Lot shall be exercised as provided in the By-Laws. In no event shall more than the votes as described in Subsection (a) above be cast with respect to any Lot. Cumulative voting shall not be permitted.
- (c) An Owner shall be deemed to be "in good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, (i) he shall have fully paid all Assessments and any and all other charges made or levied against him or against his Lot by the Board of Directors; and (ii) he is not in violation of any of the non-monetary covenants, conditions or restrictions imposed pursuant to this Amended Declaration or the Rules and Regulations of the Association.
- (d) In the event that an Owner shall lease or permit another to occupy his Lot in accordance with the provisions of this Amended Declaration, the tenant or occupant shall be permitted to use the Common Facilities but shall not be allowed to vote in the affairs of the Association, except when the Owner shall permit the tenant or occupant to exercise the proxy vote of the Owner in accordance with the provisions of the By-Laws.
- (e) Every lawful transfer of title to a Lot shall include membership in the Association and upon making this transfer, the previous Owner's membership shall automatically terminate. Except as otherwise expressly provided, membership in the Association may not be assigned or transferred without the transfer of legal title to a Lot and any attempt at assignment or transfer thereof shall be void and of no effect.
- (f) If a Lot is owned by more than one person and there is a conflict between or among the Owners of the Lot as to how the vote associated with the Lot should be cast, the vote shall be deemed included for purposes of determining a quorum but the conflicting votes cast by Owners of the Lot shall otherwise void the vote associated with the lot.

**SECTION 8 Board of Directors**

- (a) Subject to the provisions of this Amended Declaration, the By-Laws and Section 5302 of the Act, the Board of Directors shall have the power to act on behalf of the Association.

**SECTION 9 Insurance**

- (a) The Board of Directors shall obtain or cause to be obtained "broad-form" comprehensive public liability and property damage insurance covering liability for loss or damage to persons or property in those amounts, against those risks and in those insurance companies which the Board of Directors shall from time to time determine, but in no event less than Two Million (\$2,000,000) Dollars for bodily injury, including deaths of persons and property damage arising out a single occurrence. This insurance shall include protection against risks which are customarily covered in similar policies for associations similar to the Association, including, without limitation, liabilities arising out of or in connection with the Association's maintenance responsibility hereunder. This insurance shall also include protection for the Owners and the Association against liability arising out of the use of, or occurring on, any portion(s) of the Common Facilities which are located on a Lot(s), including, without limitation, portions of private roads, emergency access ways and/or sidewalks which are located on a Lot. All liability insurance contracts shall contain severability of interest provisions and cross liability endorsements to cover liabilities of the Association or the Owners as a group to an Owner.
- (b) Each Owner shall be individually responsible for maintaining insurance coverage for his Dwelling, the fixtures installed therein, and for all personal property of the Owner. In the event of damage or destruction to a Dwelling, the Owner shall repair or replace the Dwelling. The Association shall be named as an "additional interest" or "certificate holder" on each owner's homeowner's insurance policy. Upon purchasing a Dwelling and yearly thereafter, each Owner shall provide the Association with an insurance certificate showing that the Owner has valid insurance and that the Association is named as an additional interest or as a certificate holder.
- (c) All policies purchased by the Association shall be purchased for the benefit of the Association, the Board of Directors, all Owners and all Eligible Mortgagees, as their interest may appear; however, the

Association shall be the named insured and it shall not be necessary to name the Board of Directors or the Owners unless so required by the insurer. Mortgagee endorsement may be issued upon request. The Association shall maintain the appropriate insurance coverage as is required under applicable law and under the guideline and regulations promulgated by the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), HUD and VA or their successors. The company or companies with whom the Board of Directors shall place its insurance coverage as provided in this Amended Declaration must be qualified and reputable and authorized to do business in the Commonwealth of Pennsylvania. Except as otherwise specifically provided herein, premiums for insurance coverage and other expenses related to insurance shall be paid by the Association and charged to all Owners as a Common Expense. All policies shall provide that they may not be cancelled or substantially modified, by any party, without at least thirty (30) days prior written notice to the Association and to each Eligible Mortgagee listed in the insurance policy. In addition, policies shall provide for the following (to the extent reasonably available): recognition of any insurance trust agreement; a statement that the insurance shall not be prejudiced by any act or neglect of individual Owners which is not in the control of the Owners collectively, and a statement that the policy is primary in the event the Owner or the Association has other insurance covering the same loss. Policies purchased by the Association shall be deposited with the Board Secretary and shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association.

- (d) The Board of Directors shall review, at least annually, all insurance coverage carried pursuant to this Amended Declaration to evaluate this coverage with respect to its compliance with this Amended Declaration and (to the extent the Property is or will be subject to FNMA or FHLMC approval) standards set by FNMA, FHLMC, HUD and VA, as well as with respect to what is reasonably appropriate coverage for communities comparable to the Property. In the event the Board of Directors determines after this review and evaluation that the insurance coverage required hereunder is not consistent with the requirement or standards set by FNMA, FHLMC, HUD or VA or other reasonably appropriate coverage when compared to coverage for communities comparable to the Property, the Board of Directors shall have the power to deviate from the specific provisions of this Section only to the extent of providing consistent and reasonably appropriate coverage.

- (e) The Board of Directors is hereby empowered to compromise and settle claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.
- (f) The Board of Directors shall also obtain the following insurance coverage and endorsements which may be applicable to the Common Facilities or other insured property, all premiums for which are to be charged as Common Expenses: (1) Directors' and officers' liability and any other insurance which the Board of Directors shall deem necessary to satisfy the indemnification obligations of the Association as provided in Section 18 of this Amended Declaration; (2) all other insurance which the Board of Directors shall determine from time to time to be necessary or desirable.
- (g) If available, and where applicable, the Board of Directors shall endeavor to obtain policies which provide that the insurer waives its right of subrogation as to any claims against Owners, the Association, the Board of Directors and their respective servants, agents and guests.
- (h) Notwithstanding the duty of the Association to maintain and repair the Common Facilities, the Board of Directors shall not be liable for injury or damage caused by the failure of the Board of Directors to maintain or repair the same, except to the extent of the proceeds of insurance earned by the Association and collected and received therefor.
- (i) To the extent that the use or occupancy of a Lot by an Owner or the occupant of any Lot is otherwise permitted hereunder, the Association shall have the right to charge the Owner of the Lot for any increase in insurance premiums payable by the Association occasioned thereby. No Lot shall be used, occupied or kept in a manner which will in any way increase fire, liability or other insurance premiums payable by the Association. No lot or any part of the Property shall be used, occupied or kept in any manner which would violate any law, statute, ordinance or regulation of any governmental body or which would lead to the cancellation of any insurance policy or policies on the property.

#### SECTION 10 Easements

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

necessary to the same, which easements shall run in favor of the Association and (upon execution of specific easement therefor) the entity or entities owning or operating these facilities and providing the aforementioned services. The Board of Directors shall have the right to grant to third parties additional utility easement which are deemed reasonable by the Board of Directors in connection with the supply of utility services to the Lots or the Common Facilities.

- (b) The Association and its Board of Directors, officers, agents and employees, shall have the irrevocable right and easement to have access to each Dwelling and Lot as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Facilities therein or accessible therefrom or the making of any addition or improvements thereto or to make other repairs to any Common Facilities (if these repairs are reasonably necessary for public safety or to prevent damage to the Common Facilities), or to abate any violation of this Amended Declaration or any rules or regulations of the Association or any violation of any laws or orders of any governmental authorities having jurisdiction over the Property.
- (c) If any portion of the Common Facilities hereafter encroaches upon any Dwelling or Lot, or if any Dwelling hereafter encroaches upon any other Dwelling, Lot or upon any portion of the Common Facilities as a result of settling or shifting of any Dwelling, other than as a result of the purposeful or negligent act or omission of the Owner of the encroaching Dwelling or of the Association in the case of encroachments by the Common Facilities, a valid easement appurtenant to the encroaching Dwelling or Common Facilities for the encroachment and for the maintenance of the same shall exist for so long as the encroachment shall exist.
- (d) The rights and duties of the Owners of Lots within the Property with respect to storm sewer, sanitary sewer, water, electricity, telephone lines and other utility facilities shall be governed by the following: wherever water line house connections, sanitary sewer connections, or electricity, telephone, cable or other utility lines are installed within the Property with connections which serve one or more Dwellings, the Owner of each Dwelling served by the lateral or connections shall be entitled to the full use and enjoyment of the portions of the laterals and connections which serve his Dwelling or Lot. The Association shall maintain, repair and replace all such laterals or connections serving more than one (1) Dwelling.

- (e) The foregoing easements shall run with the Property and inure to the benefit of and be binding upon the Association, each Owner, each eligible Mortgagee and each tenant, occupant or other person having any interest in any Lot or in the Common Facilities at the time of reference. In addition, the easements set forth in Section 9(a) above shall inure to the benefit of the Township insofar as required to permit the Township to exercise its rights under Section 23 hereof.
- (f) Certain portions of the property are currently subject to the recorded utility and other easements listed on Exhibit E attached herein.

#### SECTION 11 Assessments

- (a) Each Owner shall be assessed and shall pay a share of the Common Expense of the Association based on each Owners percentage interest. Each owner of a Lot shall be deemed to covenant and agree to pay to the Association all Assessments, including, but not limited to the following: (i) regular Assessments to be made due and payable on an annual basis as reasonably determined from time to time by the Board of Directors based upon the budget of the Association; (ii) special Assessments fixed, established and collected from time to time as provided in this Amended Declaration; (iii) any other charges or Assessments for what may be determined from time to time by the Association to be Common Expenses; and (iv) any interest charges, attorney's fees, penalties or fines levied by the Board of Directors for non-payment of Assessments or for non-compliance with the terms and provisions of this Amended Declaration, the By-Laws or any rules or regulations. The Association shall have the right to assess Limited Common Assessments against any one or more Lots to provide services which are exclusively used for these Lots. Each Assessment, together with interest thereon, fines, late charges and costs of collection thereof (including attorney's fees) as hereinafter provided shall also be the personal obligation of the Owner who was the Owner of the Lot at the time when the Assessment became due.
- (b) The Association shall assess to each purchaser of a Lot an amount equal to six months of the monthly common assessment as a one-time non-refundable contribution to the Association which amount may be used from time to time as revenues of the Association for the purposes deemed appropriate by the Board of Directors.

- (c) Each Owner shall be obligated to reimburse the Association for any expenses incurred for repairing or replacing any part or parts of the Common Facilities or the Limited Common Facilities damaged by the Owner's act, omission or negligence or by the act, omission or negligence of his tenants, agents, guests or licensees, promptly upon receipt of the Association's statement therefor.
- (d) Any excess of Assessments remaining after payment of or provision for Common Expenses and any payment of reserves may be used by the Association as determined by the Board of Directors for the benefit of the Association.
- (e) Except as otherwise provided in this Amended Declaration, payment of Assessments by the Owners shall be made at the discretion of the Board of Directors, provided that all regular and special Assessments shall be declared by the Board of Directors and made due and payable on an annual or monthly basis. The failure of the Board of Directors to formally declare any annual Assessment within the period of time set forth in the By-Laws shall result in the regular annual Assessment for the immediately preceding year being the regular annual Assessment applicable to and due and payable for the next year, until such time as a new annual Assessment is declared.
- (f) All Assessments and charges chargeable to any Owner, including all fines, fees, charges, late charges, interest and costs of collection thereof (including attorneys' fees), and penalties levied for noncompliance with this Amended Declaration, the By-Laws and any rules and regulations of the Association shall constitute a lien against the Lot and Dwelling in favor of the Association; provided that all fines, fees, charges, late charges, interest, cost of collection (including attorneys' fees) and penalties shall be subordinate to the lien of any Eligible Mortgagee. This lien shall be effective from and after the time the Assessment or charge becomes due, in accordance with 68 Pa. C.S.
- (g) Any Assessment or installment thereof not paid within fifteen (15) days after the due date shall bear interest from the due date at the rate of fifteen (15%) percent per annum or a higher rate permitted by law which the Board of Directors shall from time to time determine. The Association may also impose a late charge in addition to such interest. The Board of Directors may assess fines (both for failure to pay Assessments and for violations of the Association documents), late charges and cost of collection (including attorneys' fees). The Board of Directors shall also



have the right to charge a delinquency Assessment, as established from time to time by the Board of Directors, against any Owner whose Assessments are delinquent for a period exceeding fifteen (15) days from the due date, and the Board of Directors shall have the right to accelerate payment of all remaining proposed payments of any regular or special Assessments for the remainder of the fiscal year, as such fiscal year is determined pursuant to the By-Laws.

- (h) Any Assessment charged against an Owner may be enforced by a lawsuit brought by the Board of Directors on behalf of the Association and/or the Owner(s) in an action at law or equity against the Owner personally obligated to pay the same, or by executing the lien described herein against the Dwelling and the Board of Directors may seek whatever other remedies which are available at law or in equity. In addition to these rights and remedies available to the Association, the Association shall have the right to revoke the rights of an Owner in the Association, including the right to vote, provided the Association shall provide written notice of this revocation and an opportunity for the defaulting Owner to be heard before the Board of Directors. The decision of the Board of Directors shall be final. Any judgement against a Lot and its Owners shall be enforceable in the same manner as is otherwise provided by law. Attorneys' fee, court costs and collection expenses incurred by the Association incident to the collection of any Assessments or the enforcement of any lien, together with all sums advanced by the Board of Directors in order to protect its lien, shall be payable by the owner and secured by this lien.
- (i) In the event that the title to a Lot is transferred by Sheriff's sale pursuant to execution upon any lien against the Lot, the Board of Directors may give notice in writing of any unpaid Assessments, which are charges against the Lot but have not been reduced to a lien, to the sheriff and the sheriff shall pay the Assessments of which he has notice out of the proceeds of the sale which remain in his hands for distribution after payment of all other claims which he is required by law to pay, but prior to any distribution of the balance to the former Owner against whom the execution is issued. Any unpaid Assessments which cannot be promptly collected from the former Owner may be reassessed by the Board of Directors as a Common Expense to be collected from all the Owners, including the purchaser or acquirer of title at the sheriff sale, his successor and assigns. To protect its right to collect unpaid Assessments which are a charge against a Lot, the Board of Directors may, on behalf of the Owners, purchase the Lot at the sheriff's sale, provided this action is

authorized by the affirmative vote of a majority of the Board of Directors. If it does so purchase, the Board of Directors shall thereafter have the power to sell, convey, mortgage or lease the Lot to any person whatsoever.

- (j) Upon the voluntary sale of conveyance of a Lot, or any other transfer, by operation of law or a transfer by Deed in lieu of foreclosure to an Eligible Mortgagee, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments for Common Expenses which are charges against the Lot as of the date of the sale, conveyance or transfer. This joint and several liability shall be without prejudice to the right of the grantee to recover from the grantor, in the amount of any unpaid Assessments which the grantee may pay, and until these Assessments are paid, they shall continue to be a charge against the Lot, which may be enforced in the manner set forth above; provided, however, any person who shall have entered into a written agreement to purchase a Lot shall be entitled a written statement from the Treasurer of the Association setting forth the amount of unpaid Assessments charged against the Lot and its Owner, and if the statement does not reveal the full amount of the unpaid Assessments as of the date it is rendered, neither the purchaser nor the Lot after transfer thereof shall be liable for the payment of the amount in excess of the unpaid Assessments shown on the statement.

#### SECTION 12 Transfer and Leasing of Lots

- (a) Any Owner may, at any time, transfer ownership in the Lot and Dwelling (which must include his membership in the Association) to any other person provided that such person meet the age restrictions set forth in Section 14; and it shall not be necessary to secure the prior consent of the Association, Board of Directors or any other Owner.
- (b) No Owner shall be permitted to lease his Dwelling unless the Owner has complied with the relevant provisions of this Amended Declaration, the By-Laws and any applicable rules and regulations promulgated from time to time, by the Board of Directors.
- (c) All leases must be in writing and for a term of not less than one (1) year. All lease forms must be approved by the Association before execution; this approval shall not be unreasonably withheld. All leases shall provide that the tenant shall be subject in all respects to the provisions of this Amended Declaration, the By-Laws and any rules and regulations of the Association promulgated from time to time by the Board of Directors. The

leasing of a Dwelling shall not affect the liability of the Owner with respect to his obligations under this Amended Declaration, the By-Laws and any rules and regulations promulgated from time to time by the Board of Directors.

- (d) In the event the Owner shall fail to pay any charge or Assessment levied by the Board of Directors against a leased Dwelling, and the failure to pay continues for thirty (30) or more days after the mailing of written notice thereof, the Association or its managing agent may so notify the tenant thereof in writing of the amount(s) due and, within (15) days after the date of notice, the tenant shall pay to the Association the amount(s) of unpaid charges or Assessments. The amounts of the unpaid charges or Assessments paid to the Association by the tenant after the nonpayment by the Owner shall be credited against and shall offset the next monthly installment of rent or other money due to the Owner by the tenant following the payment by the tenant of the charges or Assessments to the Association.
- (e) The inclusion of Subsection (d) of this Section in a lease or addendum to a lease for the rental of a Dwelling shall be a condition precedent to the approval of the lease by the Board of Directors.

#### **SECTION 13 Mandatory Disclosure to Purchaser or Tenant**

- (a) Any Owner who leases or sells his Lot shall provide his tenant or purchaser, at the Owner's expense, a current copy of this Amended Declaration, the By-Laws, all rules and regulations promulgated by the Association, any amendments to the foregoing and any other covenants, conditions or restrictions and related documents which may apply to the Lot. Within ten (10) business days after the execution of a lease or an agreement for the sale of the Lot by the Owner, the Owner shall submit to the Association a certificate signed by the tenant or purchaser that certifies that the tenant or purchaser has received copies of the documents applicable to the Lot. Within (5) days after the execution of a lease for the Lot, the Owner shall submit a copy of the executed lease to the Association.
- (b) Upon execution of an agreement of sale of the Lot, the selling Owner shall furnish a certificate issued by the Association containing the information required by Section 5407 of the Act.

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

#### SECTION 14 Age Restrictions

- (a) Pursuant to the provisions of the Federal Fair Housing Act, it is the declared policy of the Association to provide "housing for older persons" as that term is defined in 42 U.S.C.A. §3607(b) (2) (C), at the property. Accordingly, the Property is intended for occupancy by at least one person fifty-five (55) years of age or older per Dwelling, and in all events and notwithstanding the provisions of subsection (b) below, at least eighty percent (80%) of the Dwellings shall be occupied by at least one person fifty-five (55) years or older at all times.
- (b) Notwithstanding the policy declared in the Section 14, it is the intention of the Community that at all times, each Dwelling shall be occupied by at least one person fifty-five (55) years or older, except under the following circumstance:
  - (i) a widow or widower or adult child or adult stepchild under the age of fifty-five (55) years, whose deceased spouse or parent, as applicable, was over the age of fifty-five (55) years and lived with such widow, widower or adult child or stepchild in the Dwelling at the time of his or her death, may continue to reside in the Dwelling.
- (c) No person under the age of eighteen (18) years shall be permitted to reside in a Dwelling at any time, regardless of such person's relation to the Owner of the Dwelling. Nothing in this Section 13 shall prohibit the temporary visitation and occupancy, not totaling more than ninety (90) days in any twelve (12) month period, of any Dwelling by the owner's family member or guest under the age of eighteen (18) years.

- (d) The Board of Directors shall adopt and promulgate rules and regulations to confirm and maintain the Property's compliance with the Federal Fair Housing Act. The Board of Directors is hereby expressly authorized, empowered and directed to conduct regular surveys and audits of the Owners and other residents at the Property to ensure compliance with the provisions of this Section 14, and all Owners shall complete such surveys promptly and completely upon receipt thereof.

#### SECTION 15 Use Restrictions

- (a) Each Lot and Dwelling shall be used for residential purposes as a single family home only, provided (subject to Subsection (h) below) that home occupation may be carried on in the Dwelling or Lot if the use (i) is incidental to the Dwelling's primary residential use, (ii) shall have no employees, customers or clients at the Dwelling and (iii) shall be approved by any municipal authorities having jurisdiction over the use.
- (b) Each Owner or his tenants shall park their vehicles(s) in their respective Driveway or in their garage and in no other location. Except as expressly permitted below, no vehicles may be parked on Westhampton Way or in the exterior parking areas located throughout the Property (collectively, the "Parking Areas"). The Parking Areas and Westhampton Way shall be used for four-wheel passenger vehicles, two-wheel motorcycles and standard motorcycles and standard bicycles only. No recreational vehicles, vans (other than non-commercial passenger vans), mobile homes, trailers, boats, trucks (other than non-commercial light trucks) or commercial (whether or not registered as a commercial vehicle with the State Department of Transportation) vehicles shall be permitted to be parked on the Property. As an exception to the foregoing, trucks or other commercial vehicles shall be permitted on a day-to-day temporary basis in connection with repairs, maintenance or construction work, provided that no such vehicles remain at the Property overnight. Vans, recreational vehicles, trailers, trucks or commercial vehicles may be permitted to be parked entirely within dwelling garages or by temporary written approval by the Board of Directors.
- (c) Nothing shall be built, caused to be built or done in or to any part of the Property which will alter or cause any alteration to the Common Facilities without the prior written approval of the Board of Directors. No portion of any Lot designated as part of a primary or secondary sewage disposal area for that Lot may be altered in any way, and no pool or other structure

or improvement of any kind may be constructed on, in, above or under any such area.

- (d) Each Lot or Dwelling shall be maintained by its Owner or occupant in a safe, clean and sanitary manner and condition, in good order and repair and in accordance with all applicable restrictions, conditions, ordinances, codes and any rules or regulations as may be applicable hereunder or under law.
- (e) No Owner or occupant of any Lot shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Lot or the Common Facilities by the Owner or occupant of any other Dwelling, or which creates or results in a hazard or nuisance on the Property.
- (f) No sign may be erected by any Owner inside the Dwelling (visible from the outside or between Dwelling) and on any of the Common Facilities, without prior written approval of the Board of Directors. In no event shall any Owner or occupant display any real estate for sale sign or for rent sign of any kind on any Lot except in compliance with Section 16 (d).
- (g) No Owner or occupant may obstruct the Common Facilities in any way. No Owner or occupant may store anything in or on the Common Facilities without the prior written approval of the Board of Directors.
- (h) In accordance with the present zoning of the Property, the only permitted use of a Lot is a residence. No commercial, industrial, recreational or professional activity not permitted by the present zoning, other applicable laws and ordinances and any rules or regulations thereunder shall be carried on in any Lot or Dwelling at any time. If, in the future, zoning regulations change so as to expand the scope of activities permitted to be conducted within the Lots and Dwellings, application may be made by an Owner to the Board of Directors for approval to commence to newly permitted use of his Lot or Dwelling. Each application shall be considered by the Board of Directors on an individual basis. Once the Board of Directors has given its approval to a particular use of a Lot or Dwelling, it may not revoke the approval so long as the nature and scope of the approved use remains unchanged. No Owner shall permit his Lot or Dwelling to be used or occupied for any prohibited purposes.

- (i) No animals of any kind shall be kept or bred in any Lot or Dwelling, other than dogs, cats or domestic animals that are kept as household pets; provided that in no event shall any more than three (3) pets be kept by the Owner or occupant of any Dwelling in or outside of the Dwelling. No pet shall be permitted to run loose or uncontrolled or to be tethered in or on the Common Facilities. Pet Owners shall immediately clean up any waste left by pets anywhere on the Property.
- (j) No portion of the Property shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste. These materials shall be kept in sanitary containers and in clean and sanitary condition. These containers shall be placed for collection only in the designated areas and only within the timeframe as stipulated in the Association's Rules and Regulations. Owners shall remove the empty containers from the street and place such containers in their Dwellings promptly after collection on the day of collection. Refuse materials must be placed in sanitary containers and cannot be left street-side solely in bags.
- (k) No owner or occupant shall erect or maintain an exterior antenna on any Lot or Dwelling. An Owner may install a satellite dish that measures no larger than twenty-four (24) inches diameter. Applications for the installation of satellite dishes shall in all cases include a detailed plan indicating the location of said dish on the dwelling. Any exterior antenna permitted by law must also comply with the forgoing requirements for submission of a request for approval by the Board of Directors.
- (l) No Owner or occupant shall leave any non-operable vehicle, a vehicle not currently registered and licensed or a vehicle not having valid and unexpired state motor vehicle inspection /emissions stickers on or about the Property, except if entirely enclosed in the Dwelling garage.
- (m) No part of the Property shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession and occupation or proper use of any Lot or the Common Facilities. In illustration and no limitation of the foregoing, no Owner, guest or invitee shall play loud music, create excessive noise, engage in noxious, unsightly or offensive behavior, or allow trash or clutter to accumulate anywhere on the exterior of the dwelling.
- (n) In the event of taking in condemnation of Common Facilities of any portion thereof, the award for the taking shall be payable to the

Association for use by the Association to defray costs and expensed of operations, maintenance and replacement of Common Facilities.

- (o) No motor vehicle, including, but not limited to, mini-bikes, all-terrain vehicles, snow mobiles and motorcycles, may be driven anywhere on the Property, other than on streets and driveways, by any Owner, occupant, or guest. In illustration and no limitation of the foregoing, no vehicles of any sort may be driven anywhere on the Common Facilities. No maintenance, servicing or repair of any motor vehicle of any type may be done anywhere on the Property (including, without limitations, in the street or in a driveway) except in a fully enclosed garage.
- (p) No fences, tents, storage tanks, or accessory buildings or structures shall be erected or permitted to remain on, or extend onto the Common Facilities. In its discretion, the Board may permit one (1) portable shed or container, no larger than 5' high x 2' deep x 6' wide for patio use only is permitted per dwelling. A Unit Owner requesting the Board's permission to install such a shed or container must do so in writing detailing the requested shed or container and the exact location thereof.
- (q) No outdoor clothes lines or hanging racks may be erected installed or permitted to remain outdoors.
- (r) No tree, shrub, or bush of any kind located on the Common Facilities may be cut down, relocated, uprooted or altered in any way except by the Association without written Board Approval. No tree climbing or other hazardous activity of any kind is permitted on the Common Facilities.
- (s) No wells may be drilled, maintained or used anywhere on the Property.
- (t) No garage may be finished, enclosed, sealed, converted into a living space or altered in any way that would reasonably deter from using such garage to store cars.
- (u) Owners whose Dwellings do not contain a patio or sunroom that span that entire width of their Lots shall be entitled to landscape the nine foot (9') area located directly behind their Dwelling (or next to their patio or sunroom as the case may be), provided that (i) the Owner received prior written approval of its landscaping plan from the Association and (ii) the Owner maintains such area in a neat and kept manner. If the area is not so maintained, the Association shall have the right to remove anything



that has been planted from such area and to re-sod the area at the sole expense of the Unit Owner.

- (v) No Owner shall be permitted to install or construct a deck, patio or sunroom on or adjacent to his Dwelling.

#### SECTION 16 Regulated Activities

- (a) No building, addition, extension, wall, fence, pool, play set, flagpole, solar panel or other structure on common facilities is permitted.
- (b) No change (including change of external color scheme) or alteration that alters the external appearance of the Dwelling may be made to any Dwelling without prior written approval by the Board of Directors.
- (c) Each Owner shall submit to the Association or to any committee or management company designated by the Association, plans and specifications showing the nature, kind, shape, height, materials, finish, colors and locations of the Owner's proposed changes or alterations to the Dwelling or exterior appurtenances. The Owner shall be responsible to ensure that the proposed alterations, additions and/or improvements comply with all applicable codes, laws and ordinances. The Association shall have the right to request additional information, plans and materials concerning any proposed alterations and improvements, but the Association election to accept for review any submission which does not contain all relevant information shall not limit the Board's right to require such information with all future submissions. The Board will consider approval, with or without conditions, or deny the application within forty five (45) days after all plans and specifications, including all additional information, plans and materials which may be requested by the Board have been submitted. The Board shall review the plans and determine whether they are harmonious and compatible with the Lots and Dwellings on the Property. The Board of Directors shall have the right to establish design criteria and standards for alterations and improvements of the property.
- (d) No signs are permitted except as set forth in Section 15(f) for identification and "for sale" window signs of a size and appearance that does not exceed the standards sets by the Association.

## SECTION 17 Compliance and Default

- (a) Each Owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of this Amended Declaration, the By-Laws and any rules and regulations adopted pursuant thereto, and the same as they may be amended from time to time.
- (b) The Board of Directors, by majority, shall have the power to adopt, amend and enforce compliance with any rules and regulations relative to the operation, use and occupancy of the dwellings and appurtenances and the Common Facilities consistent with the provisions of this Amended Declaration, including, but not limited to any enforcement procedures and penalties for violations of this Amended Declaration, the By-Laws and any rules and regulations adopted pursuant thereto which the Board of Directors shall deem appropriate. Any rules and regulations shall be adopted or amended, from time to time, by means of appropriate resolutions duly approved by the Board of Directors in accordance with the By-Laws. A copy of the rules and regulations and copies of any amendments thereto shall be delivered or mailed to each Owner and occupant of a such Dwelling promptly after the adoption thereof and shall become binding upon all Owners and occupants of Dwellings, their successors and assigns.
- (c) Failure of an Owner or occupant to comply with any provision of this Amended Declaration or the By-Laws or any rules and regulations adopted pursuant thereto shall entitle the Association or Owner to the remedies provided in this Amended Declaration, and also to the following relief, none of which shall be exclusive of any other remedies:
  - 1. Suits: The Association or any aggrieved Owner shall be entitled to sue for recovery of damages or for injunctive relief, or both, provided that the Owner has exhausted his remedies provided for herein. This relief shall not be exclusive of other remedies provided by law.
  - 2. Costs and Attorneys' Fees: In any proceeding arising hereunder, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable Association attorney's fees provided, however, that no costs or attorneys' fees may be recovered against the Association in any action unless the court shall first expressly find that the Association acted in bad faith.

3. No Waiver of Rights: The failure of the Board of Directors, or any Owner to enforce any covenant, restriction or other provision of this Amended Declaration, the By-Laws or any rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.
- (d) No Owner or occupant shall have the right to object, challenge, or commence any suit at law or in equity or take any other action under any act, power or authority now in force or hereafter to be enacted except after following procedures established by the Board of Directors by rule or regulation consistent with the provisions of this Amended Declaration. The Board of Directors, or a committee appointed by the Board of Directors, shall hear complaints from Owners or occupants of alleged violations of this Amended Declaration (other than violations with respect to Assessment obligations), the By-Laws and/or any rules and regulations of the Association. The Board of Directors, or a committee appointed by the Board of Directors, shall hold a hearing on any complaint within thirty (30) days after the receipt by the Board of Directors of a formal notice of complaint from an Owner or occupant. A decision shall be issued in writing by the Board of Directors within ten (10) days after the conclusion of the hearing. The Board of Directors shall have the right to establish various rules and procedures governing the operation and administration of the complaint and hearing process and the enforcement of the Association documents and rules and regulations. Unless the internal remedies provided by this Amended Declaration and any rules and regulations promulgated by the Board of Directors shall be expressly waived by the Association, or the Association fails or refuses to act, no action at law or in equity shall be commenced by any Owner or occupant until this internal remedy is pursued to exhaustion. Any action by an Owner or occupant against any other Owner or occupant arising out of any term, covenant or condition contained in the By-Laws, this Amended Declaration or any rules and regulations adopted pursuant thereto shall be subject to the same procedures in hearings before the Board of Directors, or a committee appointed by the Board of Directors, all parties shall be entitled to be represented by counsel.

### Section 18 Indemnification of Officers, Directors and Committee Members

The Association shall indemnify each director, officer and committee member, his heirs, executors and administrators, against all losses, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a Director, officer or a committee member of the Association, in accordance with, to the same extent and as limited by the provisions of the Pennsylvania Nonprofit Corporation Law of 1988 (the "Nonprofit Law"), as amended from time to time. In the event of a settlement, indemnification shall be provided only in connection with those matters covered by the settlement as to which the Association is advised by independent counsel that the person to be indemnified may be indemnified under the Nonprofit Law. The foregoing rights shall not be exclusive of other rights to which the Director, officer or committee member may be entitled. All liabilities, losses, damages, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as Common Expenses, provided, however, that nothing contained in this Section shall obligate the Association to indemnify any member of the Association, who is or has been a Director, an officer or a committee member with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association.

### Section 19 Amendments

(a) Subject to the other provisions of this Amended Declaration relative to amendment, this Amended Declaration may be amended in the following manner:

1. By Resolution: An amendment may be proposed by either the Board of Directors or by at least twenty (20%) percent of the Owners. No proposed amendment shall be effective unless it has been adopted by the affirmative vote of at least sixty-seven (67%) percent of the Owners. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered, and shall be served upon all Members in the manner hereinafter provided for service of notices.
2. By Agreement: In the alternative, an amendment may be made by an agreement signed and acknowledged by at least sixty-seven (67%) percent of Owners.

(b) Any election to remove this Amended Declaration from record or to terminate the legal status of the Association after a substantial destruction or a substantial taking in condemnation of the Property shall require the approval of at least fifty-one (51%) of the first mortgage liens on the Lots. Any other abandonment or termination of the Association or revocation of this Amended Declaration shall require the approval of the Eligible Mortgagees of at least sixty-seven percent (67%) of the first mortgage liens on the lots.

(c) Any abandonment, partition, subdivision, encumbrance, sale or transfer of any of the Common Facilities (except for granting easements for utilities or other public purposes consistent with the intended use of the Common Facilities) by act or omission shall require the prior written approval of the Eligible Mortgagees of at least sixty-seven (67%) percent of the first mortgage liens on the Lots.

(d) The consent of at least sixty-seven (67%) percent of Owners, and the consent of the Eligible Mortgagees of at least fifty-one (51%) percent of the first mortgage liens on the Lots, shall be required to add or amend any material provisions of this Amended Declaration or the By-Laws which establish, provide for, govern or regulate any of the following:

- i. Voting,
- ii. Assessments or assessment liens or subordination of liens;
- iii. Termination of reserves for maintenance, repair and replacement of the Common Facilities;
- iv. Insurance or fidelity bonds,
- v. Rights to use the Common Facilities,
- vi. Responsibility for maintenance and repair of the Common Facilities,
- vii. Expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property;
- viii. Rights to the Common Facilities; and
- ix. Any provisions which are for the express benefit of Eligible Mortgagees

(e) Any addition or amendment to the Association documents shall not be considered material if it is for the purpose of correcting technical errors. An Eligible Mortgagee who receives a written request to approve additions or amendments to the Association documents and who does not deliver or post to the requesting party a negative response within forty-five (45) days shall be deemed to have approved the request.

(f) A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Office of the Recorder of Deeds for Montgomery County.

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

(h) Notwithstanding anything to the contrary contained herein, no provision of this Amended Declaration granting any rights or powers to the Township (including, without limitation, Section 23 may be amended without the prior written consent of the Township.

#### SECTION 20 Duration; Dissolution

- (a) The covenants and restrictions of this Amended Declaration shall run with and bind The Property.
- (b) Upon dissolution of the Association and the termination of this Amended Declaration, the real and personal property of the Association shall become the assets of the Owners, who are Owners at the time of the dissolution, as tenants-in-common.
- (c) The Association shall request the prior written approval of the Township for any termination of this Amended Declaration. If this Township does not respond to such request, however, within thirty (30) days, the request to terminate this Amended Declaration shall be deemed approved.

**SECTION 21 Notices**

All notices required to be served upon Owners pursuant to this Amended Declaration or the By-Laws shall be sufficient if delivered to the Dwelling or mailed to the Owner at the Dwelling mailing address by regular mail. The effective date of a notice shall be the date of delivery to the Dwelling in the case of actual delivery and a date five (5) days after deposit in the mail in the case of notice sent by mail.

**SECTION 22 Eligible Mortgagees**

- (a) Upon written notice to the Association identifying the name and address of the Eligible Mortgagee and the designation of the particular Lot or Lots against which it holds, insures or guarantees a first mortgage lien, any Eligible Mortgagee shall be entitled to timely notice of:
  - i. Any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by the Eligible Mortgagee, as applicable.
  - ii. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
  - iii. Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified above.
- (b) Any restoration or repair of the Property, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Plan, and the original plans and specifications, unless other action is approved by the Eligible Mortgagees of at least fifty-one (51%); of the first mortgage liens on the Lots.

**SECTION 23 Township as Beneficiary**

- (a) The Township shall be a third party beneficiary of the provisions of this Amended Declaration requiring the Association to maintain the Common Facilities. The Township shall have the right (subject to the notice and grace provisions set forth below), but not the obligation, to enforce the restrictions, conditions and covenants of this Amended Declaration regarding the Common Facilities in the event that the Association shall fail to do so. The Township shall have the right to compel the maintenance of the Common Facilities in the event of the Associations' failure to fulfill its obligations. In the event that the Township reasonably believes that the Association has not enforced any of the material provisions of this Amended Declaration affecting the Common Facilities,

the Township shall give the Association written notice of such default, and if the Association fails to cure such default within thirty (30) days after receipt of such notice (or if the default cannot reasonably be cured within thirty days, if the Association fails to commence such cure within thirty (30) days or to diligently pursue such cure to completion thereafter), the Township may take steps as the Township deems reasonably necessary to cure such default, and the cost of such cure shall be assessed against the Association and borne by the Owners of the Lots pursuant to Section 11 hereof. For this purpose, the Township shall have the right to impose a lien on each Dwelling and Lot as provided by law for the imposition of municipal claims, and shall further be entitled to exercise any other rights and remedies it may have at law or in equity to collect the amounts disbursed by the Township to cure such default.

- (b) The Association shall indemnify and hold the Township harmless from and against all losses, costs and expenses, including reasonable counsel fees, reasonably incurred by the Township in connection with any action, suit or proceeding to which the Township may be made a party by reason of the location, design, installation, construction and maintenance of the Common Facilities, unless such claim arises from the gross negligence or willful misconduct of the Township.

#### SECTION 24 General

If any provisions of this Amended Declaration are determined to be invalid, that determination shall not affect the validity or effect of the remaining provisions hereof, the By-Laws or any rules and regulations, all of which shall continue in effect as if the invalid provisions had not been included herein. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of the Amended Declaration. This Amended Declaration shall become effective when it has been duly entered of record. This Amended Declaration shall insure to the benefit of and shall be binding upon the Declarant's successors and assigns. Number and gender, as used in this Amended Declaration, shall extend to and include both singular and plural and all genders as the context and construction require.



IN WITNESS WHEREOF, Waterford Crossing Community Association, by its duly elected corporate officers, has caused this Amended Declaration to be executed the day and year first written above.

WATERFORD CROSSING  
COMMUNITY ASSOCIATION

By:

  
\_\_\_\_\_  
President

Attest:

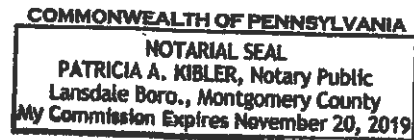
  
\_\_\_\_\_  
Secretary

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF MONTGOMERY :ss

ON THIS, the 16 day of February, 2017, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared DAVID J O'NEILL and FRANCIS WILD, who acknowledged themselves to be the President and Secretary, respectively, of Waterford Crossing Community Association, a corporation, and that as such Officers, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as such Officers.

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

Patricia A. Kibler  
Notary Public



WE THE UNDERSIGNED, HEREBY APPROVE OF  
THE ATTACHED AMMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF WATERFORD CROSSING, A PLANNED COMMUNITY

	Signature	Date
LOT 1 - #11	<i>Valerie E. [Signature]</i>	1/11/17
LOT 2 - #13	<i>Larry C. [Signature]</i>	1-9-17
LOT 3 - #15	<i>Nancy R. [Signature]</i>	1-9-17
LOT 4 - #17	<i>[Signature]</i>	1-13-17
LOT 5 - #19	<i>Patricia A. [Signature]</i>	1-10-2017
LOT 6 - #21	<i>[Signature]</i>	1-09-2017
LOT 6 - #21	<i>[Signature]</i>	1-9-2017
LOT 7 - #23	<i>[Signature]</i>	1-9-2017
LOT 8 - #25	<i>[Signature]</i>	1-10-2017
LOT 9 - #27	<i>[Signature]</i>	1/10/2017
LOT 10 - #29	<i>[Signature]</i>	1/13/17
LOT 11 - #31	<i>[Signature]</i>	1-10-17
LOT 11 - #31	<i>[Signature]</i>	1-11-17
LOT 12 - #33	<i>[Signature]</i>	1-10-17
LOT 12 - #33	<i>[Signature]</i>	1-10-17
LOT 13 - #35	<i>[Signature]</i>	1-16-17
LOT 13 - #35	<i>[Signature]</i>	1-16-17
LOT 14 - #37	<i>[Signature]</i>	1/10/17
LOT 15 - #39		
LOT 15 - #39		
LOT 16 - #41	<i>[Signature]</i>	1/9/2017
LOT 16 - #41	<i>[Signature]</i>	1/9/2017
LOT 17 - #43	<i>[Signature]</i>	1/10/2017
LOT 17 - #43	<i>[Signature]</i>	1-10-17
LOT 18 - #45	<i>[Signature]</i>	01/09/17
LOT 18 - #45	<i>[Signature]</i>	01/09/17
LOT 19 - #47	<i>[Signature]</i>	1/11/17
LOT 20 - #49	<i>[Signature]</i>	1-10-17

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	Signature	Date
LOT 21 - #54	Carrie X. Kopp	1-9-17
LOT 21 - #54	Anna G. Grier	1-9-17
LOT 22 - #52	Elizabeth D. D.	1-11-17
LOT 22 - #52	Christina D. D.	1-11-17
LOT 23 - #50	D. D. D.	1-15-17
LOT 23 - #50	May I. K. D.	1-15-17
LOT 24 - #44	Marie A. Derreckson	1-10-17
LOT 24 - #44	Clayton D. D.	1-10-17
LOT 25 - #42	John P. K. D.	1-10-17
LOT 26 - #40	D. D. D.	1-10-17
LOT 26 - #40	D. D. D.	1-10-17
LOT 27 - #38	George Tuttle	1-13-17
LOT 27 - #38	George Tuttle	1-13-17
LOT 28 - #30	Shirley D. D.	1-10-17
LOT 29 - #28	Doris D. D.	1-10-17
LOT 30 - #26	Emil D. D.	1-9-17
LOT 30 - #26	Rosemary K. D.	1-9-17
LOT 31 - #24	Grace J. D.	1-10-17
LOT 31 - #24	Madeline D. D.	1-10-17
LOT 32 - #22	Joseph D. D.	1-10-17
LOT 32 - #22	Joseph D. D.	1-10-17
LOT 33 - #20	Myron H. D.	1-9-17
LOT 33 - #20	Myron H. D.	1-10-17
LOT 34 - #18		
LOT 34 - #18		
LOT 35 - #16	Loretta J. D.	1-9-17
LOT 36 - #14	June G. D.	1-9-17
LOT 36 - #14	Joseph J. D.	1-9-17

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	Signature	Date
LOT 37 - #12	Patricia Hawthorne	1-15-17
LOT 37 - #12	John R. Hawthorne	1-15-17
LOT 38 - #10	Robert S. Cullen	1-9-17
LOT 38 - #10	Mary Ann Cullen	1/8/17
LOT 39 - #8	Robert S. Cullen	1/9/17
LOT 40 - #6	Robert S. Cullen	1/15/2017
LOT 40 - #6	Norine Saben	1/15/2017
LOT 41 - #4	Robert S. Cullen	1/9/17
LOT 41 - #4	Diane D. Allen	1/9/17
LOT 42 - #2		
LOT 42 - #2		

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CROSSING, A PLANNED COMMUNITY

Signature

Date

LOT 3 - #15

Deceased: James H Linberger*JHL*1/13/17

LOT 28 - #30

Deceased: Carl Lare*CL*1/10/17

THIS IS FOR REFERENCE ONLY

## EXHIBIT A

Parcel Numbers of the lots subject to this Amended Declaration:

Parcel ID
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530000164008	530008713189
530000164017	530008713198
530006260005	530008713207
530006260014	530008713216
530006260023	530008713225
530006260032	530008713234
530006260041	530008713243
530008519005	
530008519014	
530008519023	
530008519032	
530008519041	
530008519059	
530008519068	
530008519077	
530008617006	
530008617015	
530008617105	
530008713018	
530008713027	
530008713036	
530008713045	
530008713054	
530008713063	
530008713072	
530008713081	
530008713099	
530008713108	
530008713117	
530008713126	
530008713135	
530008713144	
530008713153	
530008713162	
530008713171	