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**DECLARATION  
OF  
SPRINGFIELD MANOR PLANNED COMMUNITY**

## TABLE OF CONTENTS

ARTICLE I	PROPERTY; DEFINED TERMS.....	1
Section 1.1	Submission of Property .....	1
Section 1.2	Easements and Licenses .....	1
Section 1.3	Defined Terms .....	1
ARTICLE II	PROPERTY SUBJECT TO THIS DECLARATION; UNITS TO BE CONSTRUCTED .....	3
Section 2.1	Initial Community.....	3
Section 2.2	Convertible Real Estate .....	4
ARTICLE III	DESCRIPTION OF UNITS AND COMMON FACILITIES.....	4
Section 3.1	Unit Boundaries .....	4
Section 3.2	Common Facilities.....	4
Section 3.3	Limited Common Facilities .....	5
Section 3.4	Controlled Facilities .....	5
ARTICLE IV	EASEMENTS.....	5
Section 4.1	Unit Owners' Easements of Enjoyment.....	5
Section 4.2	Delegation of Use .....	5
Section 4.3	Utility Easements.....	6
Section 4.4	Development Easement .....	6
Section 4.5	Easements Relating to Units.....	6
Section 4.6	Municipal Easements.....	7
Section 4.7	Declarant Easement to Correct Drainage .....	7
Section 4.8	Pedestrian Trail Easement .....	7
Section 4.9	Binding Effect.....	8
ARTICLE V	MEMBERSHIP IN THE ASSOCIATION; VOTING RIGHTS.....	8
Section 5.1	Membership .....	8
Section 5.2	Transfer of Membership Interest .....	8
Section 5.3	Vote Distribution .....	8
ARTICLE VI	USE RESTRICTIONS .....	8
Section 6.1	Use and Occupancy of Units and Common Facilities .....	8
6.1.1	Single Family Residence.....	8
6.1.2	Nuisances .....	9
6.1.3	Signs.....	9
6.1.4	Parking and Vehicular Restrictions .....	9
6.1.5	Animal Restriction .....	10
6.1.6	Outdoor Activities.....	10
6.1.7	Accessory Structures.....	10
6.1.8	Common Facilities .....	11
6.1.9	Declarant Exemption .....	11
6.1.10	Sales Models .....	12

6.1.11	Outside Installations.....	12
6.1.12	Insurance Rates .....	13
6.1.13	Drainage.....	13
6.1.14	Sale of Units.....	13
6.1.15	Leasing of Units.....	13
6.1.16	Decks.....	14
6.1.17	Rules and Regulations.....	14
ARTICLE VII	EXECUTIVE BOARD OF THE ASSOCIATION .....	14
Section 7.1	Powers of the Executive Board .....	14
Section 7.2	Abating and Enjoining Violations by Unit Owners.....	15
ARTICLE VIII	ASSESSMENTS .....	15
Section 8.1	Creation of the Lien and Personal Obligation of Assessments .....	15
Section 8.2	Purpose of Assessments.....	15
Section 8.3	Damage to Common Facilities by Unit Owners.....	15
Section 8.4	Basis of Assessment .....	15
Section 8.5	Monthly Payments.....	16
Section 8.6	Surplus.....	16
Section 8.7	Capital Expense.....	16
Section 8.8	Special Assessments .....	16
Section 8.9	Failure to Fix New Assessments .....	16
Section 8.10	Rate of Assessment.....	16
Section 8.11	Initiation Fee.....	17
Section 8.12	Nonpayment of Assessments.....	17
Section 8.13	No Waiver of Assessments.....	17
Section 8.14	Liability of Purchaser of Unit for Unpaid Assessments.....	17
Section 8.15	Unpaid Assessments upon Execution Sale Against a Unit.....	17
Section 8.16	Fees and Expenses.....	18
Section 8.17	Utility Charges.....	18
ARTICLE IX	MAINTENANCE AND REPAIR OBLIGATIONS .....	18
Section 9.1	Maintenance Obligations of Unit Owners .....	18
Section 9.2	Maintenance Obligations of Association.....	18
Section 9.3	Damage and Destruction Affecting Units - Duty to Rebuild .....	19
ARTICLE X	INSURANCE .....	20
Section 10.1	Casualty Insurance.....	20
Section 10.2	Liability Insurance to be Carried by Association .....	20
Section 10.3	Additional Endorsements .....	20
Section 10.4	Other Insurance.....	21
Section 10.5	Fidelity Insurance .....	21
Section 10.6	Waiver and Release .....	21
Section 10.7	Insurance Maintained by Unit Owners.....	21
ARTICLE XI	MORTGAGE PROTECTION CLAUSE .....	22

ARTICLE XII	LIMITATION OF LIABILITY.....	24
Section 12.1	Limited Liability of the Executive Board.....	24
Section 12.2	Indemnification.....	24
Section 12.3	Defense of Claims .....	25
Section 12.4	Insurance.....	25
ARTICLE XIII	ARCHITECTURAL CONTROL.....	25
Section 13.1	Members of the Committee .....	25
Section 13.2	Review of Proposed Construction .....	25
Section 13.3	Approved Materials .....	26
Section 13.4	Meetings of the Committee.....	26
Section 13.5	No Waiver of Future Approvals .....	26
Section 13.6	Compensation of Members.....	26
Section 13.7	Inspection of Work .....	26
Section 13.8	Non-Liability of Committee Members .....	27
Section 13.9	Variance.....	27
Section 13.10	Reasonable Accommodations; Governmental Requirements.....	28
ARTICLE XIV	UNITS SUBJECT TO COMMUNITY DOCUMENTS; EMINENT	
DOMAIN	.....	28
Section 14.1	Applicability of Community Documents .....	28
Section 14.2	Convertible Real Estate .....	29
Section 14.3	Amendment Generally.....	30
Section 14.4	Rights of Secured Lenders.....	30
Section 14.5	Rights of Declarant and Builder .....	30
Section 14.6	Other Amendments.....	31
ARTICLE XV	DECLARANT'S RIGHTS.....	31
Section 15.1	Control .....	31
Section 15.2	Enforcement.....	31
Section 15.3	Severability .....	32
Section 15.4	Interpretation .....	32
Section 15.5	Constructive Notice and Acceptance.....	32

**DECLARATION  
OF  
SPRINGFIELD MANOR PLANNED COMMUNITY**

**THIS DECLARATION** is made on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by **SPRING HOUSE LAND, INC.**, a Pennsylvania corporation (hereinafter referred to as "Declarant").

**W I T N E S S E T H:**

**ARTICLE I            PROPERTY; DEFINED TERMS**

**Section 1.1    Submission of Property.** This Declaration is made pursuant to the provisions of the Pennsylvania Uniform Planned Community Act, Act 180 of 1996, Title 68, Pa. C.S.A. Section 5101 et seq. (the "Act"), for the purpose of submitting the property described in Article II hereof, located in the Township of Springfield, Montgomery County, Pennsylvania as more particularly described in Exhibit "A" (the "Property"), together with all buildings, structures, improvements and other permanent fixtures of whatever kind, now erected or to be erected thereon, owned by Declarant in fee simple together with all easements, rights and appurtenances belonging thereto. The Declarant hereby creates with respect to the Property a Planned Unit Community to be known as "Springfield Manor Planned Community" (the "Community").

**Section 1.2    Easements and Licenses.** The Property is submitted under and subject to the matters of record listed on Exhibit "B" attached hereto and made a part hereof, only to the extent such matters continue to affect the Property, the Declarant expressly disclaiming any intent to revive or extend any such matters which do not presently affect the Property.

**Section 1.3    Defined Terms.** Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act. The following terms used or defined in general terms in the Act shall have the specific meaning herein as follows:

A.     "Architectural Committee" shall mean the committee created pursuant to Article XIII hereof.

B.     "Assessments" means a Unit's individual share of the anticipated expenses of the Association for each fiscal year as reflected in the budget adopted by the Executive Board for such year.

C.     "Association" means the Unit Owners' Association of the Community and shall be known as "Springfield Manor Community Association."

D.     "Builder" means a person or entity acquiring Lots from the Declarant for the purpose of constructing residential dwellings.

E. "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 5306 of the Act, as such document may be amended from time to time.

F. "Common Facilities" means portions of the Property other than the Units, as more specifically set forth in Section 3.2 below.

G. "Common Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Facilities and Controlled Facilities, including those costs not paid by the Owner responsible for payment; costs of compensation paid by the Association to a property manager, accountants, attorneys and other consultants; the cost of all gardening, landscaping and other services benefiting the Common Facilities and Controlled Facilities; the costs of maintaining street lights and private fire hydrants; the costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the Property or the officers and directors of the Association; the costs of bonding of the members of the Executive Board; taxes paid by the Association; amounts paid by the Association for discharge of any lien or encumbrance levied against the Property, or portions thereof; the costs of trash removal; and the costs of any other item or items designated by, or in accordance with other expenses incurred by the Association for any reason whatsoever in connection with the Property, for the benefit of all of the Owners.

H. "Community" means Springfield Manor Planned Community to be developed by the Declarant on the Property.

I. "Community Documents" includes the Declaration, Plats and Plans, Bylaws and any Rules and Regulations which may be promulgated by the Association.

J. "Controlled Facilities" shall mean those portions of the Community that are not owned by the Association but are maintained, repaired, replaced, managed, insured or controlled by the Association as more particularly described in Section 3.4 below.

K. "Declarant" means the party described in the initial paragraph above and all successors to any special Declarant rights.

L. "Declaration" means this document, as the same may be amended from time to time.

M. "Executive Board" means the Executive Board of the Association.

N. "Limited Common Assessment" shall mean a charge against a particular Unit Owner and a Unit directly attributable to the Unit Owner, equal to a cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration, plus interest thereon as provided for in this Declaration.

O. "Lot" shall mean and refer to any residential dwelling and land area designated for such dwelling.

P. "Party Wall" means any wall separating two Units.

Q. "Permitted Mortgage" means a mortgage to (i) the Declarant; (ii) the seller of a Unit; (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender; and (iv) any other holder of a first mortgage on any Lot who shall have provided to the Association a statement of its name, address and the Lots against which it holds a first mortgage lien.

R. "Permitted Mortgagee" means a holder of a Permitted Mortgage which has complied with the provisions of Article XI below.

S. "Plans" means the Plats and Plans attached hereto as Exhibit "C" and made a part hereof, as the same may be amended from time to time.

T. "Property" means the Property described in Section 1.1 above.

U. "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time, with respect to various details of the use of all or any portion of the Property, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws.

V. "Special Assessment" means such assessment as may be levied by the Association to cover costs not otherwise covered by the Assessment pursuant to Article VIII below.

W. "Township" means Springfield Township, Montgomery County, a municipal corporation of the Commonwealth of Pennsylvania.

X. "Unit" means a Lot with a residential dwelling constructed thereon as described in Section 3.1 herein and in the Plans.

Y. "Unit Owner" means the person or persons who, individually or collectively, owns peaceable title of a Unit. In case of joint ownership of a Unit, the term "Unit Owner" shall refer to all such joint owners collectively, and the obligations of a Unit Owner hereunder or under the Act shall, with respect to such Unit, be joint and several among such joint owners. The Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

## **ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; UNITS TO BE CONSTRUCTED**

**Section 2.1 Initial Community.** The initial Community shall consist of Units constructed within the real property more fully described in Exhibit "D" attached hereto and made a part hereof. The Declarant intends to construct five (5) Units in the first phase of development of the

Property, shown as Units 33 through 37. To service the Community, the Declarant intends to construct the roadways, parking areas, sidewalks, pedestrian trail and the storm water management basins and appurtenant pipes, swales, inlets and other components (collectively referred to as the "Storm Water Management System"). The Declarant will also construct sewer and water lines which shall be dedicated to the applicable utilities or municipal authorities.

**Section 2.2 Convertible Real Estate.** Declarant reserves the right pursuant to Section 5211 of the Act to convert the portion of the Property described in Exhibit "E" attached hereto and made a part hereof into additional Units and Common Facilities. This Declaration ultimately contemplates the creation of fifty (50) Units as more fully set forth in Section 14.2 below.

### **ARTICLE III DESCRIPTION OF UNITS AND COMMON FACILITIES**

**Section 3.1 Unit Boundaries.** Each Unit shall consist of the subdivided residential Lot as designated on the record plan prepared by Bohler Engineering, Inc., dated November 27, 2006, last revised \_\_\_\_\_, as recorded in the Office of the Recorder of Deeds of Montgomery County in Plan Book \_\_\_\_, Page \_\_\_\_, and the completed single family attached dwelling constructed on each Lot for which a certificate of occupancy has been issued by the Township.

**Section 3.2 Common Facilities.** Common Facilities shall include all real estate not included within the title lines of any Lot and any improvements on such real estate including but not limited to, sidewalks, emergency access, parking areas, landscape islands within roadways, open space areas, and the Storm Water Management System. All sewer lines, water lines and other improvements intended to be dedicated to a municipal agency or public utility shall comprise Common Facilities until such time as such improvements are accepted for dedication.

**3.2.1** All portions of systems for water, sewer, storm water, gas, electricity and other utilities, including without limitation, all water mains, all sanitary sewer gravity and force mains, gas mains, pipelines, cables, wiring, circuits, transformers, conduits and related equipment serving all Units located within the Property, not owned by or dedicated to any utility company or municipal authority.

**3.2.2** No conveyance of the Common Facilities, or any portion thereof, shall occur until Common Facilities (or that portion of the Common Facilities being conveyed) have been completed. The obligation to convey the Common Facilities to the Association shall be binding upon the Declarant and any successor in interest of the Declarant, whether or not such successor succeeds to any special declarant rights. The Declarant shall convey title to the Common Facilities to the Association by special warranty deed, free and clear of all mortgages, liens, encumbrances and title objections except (a) title objections contained in the owner's title insurance policy issued to Declarant when it acquired title to the Property; (b) easements of record at the time of conveyance and utility easements granted or to be granted for drainage, sewer, gas, water, electricity, telephone and any other necessary utilities; (c) this Declaration; (d) the provisions of any applicable governmental statutes, ordinances, rules and regulations; and (e) current real estate taxes, if any. The conveyance shall occur at Declarant's sole discretion, and approval of the conveyance and/or acceptance of the deed for the Common Facilities by the



Association shall not be a condition or requirement of such conveyance. The Common Facilities shall be conveyed by the Declarant to the Association for no consideration.

**Section 3.3 Limited Common Facilities.** Limited Common Facilities shall include all portions of any systems for water, sewer, gas, electricity and other utilities, including without limitation, any sewer lines, water lines, pipelines, gas mains, cables, wiring, circuits, transformers, conduits and related equipment which service one or more but less than all the Units.

**Section 3.4 Controlled Facilities.** Controlled Facilities shall include:

**3.4.1** Portions of the Townhouse Units which are maintained by the Association in accordance with Section 9.2 below.

**3.4.2** The off-site parking area located north of Pennsylvania Avenue in the vicinity of property owned by Wissahickon Valley Watershed Association.

**3.4.3** Any portion of the pedestrian trail located within the adjoining land owned by Wissahickon Valley Watershed Association as shown on the Plans.

#### **ARTICLE IV EASEMENTS**

**Section 4.1 Unit Owners' Easements of Enjoyment.** Every Unit Owner shall have a right and easement of ingress and egress and of enjoyment in, to and over the Common Facilities which shall be appurtenant to and shall pass with title to every Unit, subject to the following provisions:

A. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Facilities.

B. The right of the Association in accordance with its Articles of Incorporation, Bylaws and this Declaration, with the vote or written assent of sixty-seven percent (67%) of Members to borrow money for the purpose of improving the Common Facilities and in aid thereof, and, subject to the provisions of Article XII of this Declaration, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such Permitted Mortgagee shall be subordinated to the rights of the Unit Owners.

C. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Facilities.

**Section 4.2 Delegation of Use.** Any Unit Owner may delegate in accordance with the Bylaws, the right of enjoyment to the Common Facilities to the members of such Unit Owner's family, tenants, or invitees who reside in the Unit, subject to reasonable regulation by the Executive Board.

**Section 4.3 Utility Easements.** The Units, Common Facilities and Limited Common Facilities shall be, and are hereby, made subject to easements in favor of the Declarant, Builder, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section shall include, without limitation, rights of the Declarant, Builder, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, storm sewer pipes, swales and conduits, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on Units, Common Facilities and Limited Common Facilities. Notwithstanding the foregoing provisions of this Section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Builder, or so as not to materially interfere with the use or occupancy of the Unit by its occupants. Declarant expressly reserves for itself, the Builder, and their respective successors and assigns, an easement for access, ingress and egress over, under and through a ten (10') foot strip of land through the Units, such ten (10') foot strip of land lying on each side of the roadways, for purposes of installation, replacement and maintenance of utility and service lines and systems.

**Section 4.4 Development Easement.** Declarant hereby reserves in favor of itself, the Builder, the Association and their respective successors, assigns, employees and independent contractors:

A. An easement for access to the Units and Common Facilities for an inspection of the Units and Common Facilities in order to verify the performance of Unit Owners of all items of maintenance and repair for which they are responsible; inspection, maintenance, repair and replacement of the Common Facilities situated in or accessible from such Units or the Common Facilities or both; and correction of emergency conditions in one or more Units, the Common Facilities or both, or casualties to the Common Facilities and/or the Units.

B. An easement for access, ingress and egress over the Common Facilities in favor of the Declarant and the Builder and their respective successors and assigns for the purpose of connecting to existing storm and sanitary sewer lines, water lines, gas lines and other utilities and for the purpose of installation, replacement and maintenance of such utility lines and service lines and systems as Declarant or Builder may in the future install and connect with the aforesaid utility lines, such additional utility lines to service any future development by the Declarant or Builder of Units and Common Facilities created in the Convertible Real Estate pursuant to the provisions of Section 14.2 of this Declaration or any future development by the Declarant or its related entities of adjoining parcels of land.

**Section 4.5 Easements Relating to Units.** Each Unit shall be, and it hereby is, made subject to an easement in favor of the Association and its agents, employees and independent contractors for access to the Units for inspection, repair, maintenance and replacement of such portion of the Common Facilities and Limited Common Facilities as may be reasonably accessible from such units; and correction of emergency conditions in one or more Units, or casualties to the Common Facilities, Limited Common Facilities and/or the Units. Each Unit shall be, and hereby is, made

subject to an easement in favor of the Association, and its agents, employees and independent contractors for access to the Units for inspection, repair, maintenance and replacement of Controlled Facilities as defined in Section 3.4 above and Section 9.2 below.

A. Declarant hereby reserves for the benefit of Owners of Units, the Association and their respective agents, contractors and invitees, a six-foot wide access easement over and on the side yards of end Units and the rear yards of adjacent internal Units for the purpose of pedestrian access to the rear yards. This six-foot (6') access easement shall run parallel to the side and rear property lines of each Townhouse Lot. Such easement shall be utilized in such fashion as to minimize disruption of the Owners of all adjoining Units.

B. Declarant hereby reserves for the benefit of itself, the Builder and their respective successors and assigns, an easement for access, ingress and egress over such portions of the Units as may be necessary to correct any improvements within the Unit as required by the Township.

**Section 4.6 Municipal Easements.** Declarant hereby reserves for the benefit of the Township an easement for ingress and egress over the Property, open space and over any Unit for the purpose of inspection, maintenance, service and repair of any portion of the Common Facilities in the event the Association does not properly maintain the Common Facilities; provided, however, that the Township shall have the right to look to the Association for reimbursement for the cost of material and labor in maintaining, servicing, repairing and replacing any portion of the Common Facilities and shall have the right to impose appropriate liens as necessary for such costs, and further provided, nothing herein shall be deemed to impose an affirmative duty upon the Township to undertake any such inspection, maintenance, service, repair or replacement.

**Section 4.7 Declarant Easement to Correct Drainage.** Declarant reserves for the benefit of itself, the Builder and their respective successors and assigns, an easement on, over and under those portions of the Unit and Common Facilities not located within a building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this result, following which the Declarant or Builder shall restore the affected property as closely to its original condition as practicable. Declarant further reserves for the benefit of itself, the Builder and their respective successors and assigns, an easement over the Common Facilities and the Units for the installation, maintenance and repair of landscaping as shown on the landscaping plan for the Community as approved or amended by the Township.

**Section 4.8 Pedestrian Trail Easement.** Declarant and the Association are subject to the terms of a certain easement for the construction, maintenance and repair of portions of the pedestrian trail located within the Trail Easement Area as defined in a certain Grant of Public Trail Easement dated May 20, 2013 by, between and among Wissahickon Valley Watershed Association, Montgomery County Lands Trust and the Declarant, such document being recording in the Office of the Recorder of Deeds of Montgomery County on May 30, 2013 in Deed Book 5875, Page 160 and being attached hereto as Exhibit "F" and made a part hereof.

**Section 4.9 Binding Effect.** All easements and rights described and mentioned herein are easements appurtenant, running with the land, the Units and the Common Facilities, and shall be in full force and effect for the life of this Declaration, as amended, and at all times shall inure to the benefit of and be binding upon the Declarant, the Builder and their respective successors and assigns, the Executive Board and any Unit Owner, Permitted Mortgagee, lessee or other person having an interest in the land or any Units, Common Facilities or portions thereof.

## **ARTICLE V MEMBERSHIP IN THE ASSOCIATION; VOTING RIGHTS**

**Section 5.1 Membership.** Every Unit Owner shall be a Member of the Association. Memberships in the Association shall not be assignable, except by transfer of title of a Lot and every membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Lot. Ownership of such Lot shall be the sole qualification for membership in the Association.

**Section 5.2 Transfer of Membership Interest.** Any transfer of membership interest shall be in writing and shall be delivered to the Executive Board before any Unit purchaser may vote. However, the Unit seller may remain liable for all charges and assessments attributable to the Lot until fee title to the Lot is transferred. In the event any Unit Owner should fail or refuse to transfer the membership registered to the purchaser of such Unit upon transfer of fee title thereto, the Executive Board shall have the right to record the transfer upon the books of the Association. The Executive Board shall have the right to charge a reasonable Limited Common Assessment against any purchasing Unit Owner, and such Unit Owner's Lot, equal to the cost to the Association of effectuating any such transfer of membership upon the books of the Association.

**Section 5.3 Vote Distribution.** Members shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any Unit, ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Unit is entitled.

## **ARTICLE VI USE RESTRICTIONS**

**Section 6.1 Use and Occupancy of Units and Common Facilities.** The occupancy and use of the Units (other than those owned by the Declarant and/or Builder) and Common Facilities, shall be subject to the following restrictions:

**6.1.1 Single Family Residence.** Subject to Section 6.1.2 of this Article 6, each Lot shall be used as a residence for a single-family dwelling and for no other purpose unless otherwise permitted herein and permitted by the Township Zoning Ordinance. Otherwise, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes; except Declarant, Builder or their respective successors or assigns, may use any portion of the Property for a model home site, and display sales office during the construction and sales period in accordance with Section 6.1.10 of this Article VI.

Notwithstanding any provision to the contrary in this Section 6.1.1, the conduct of a no-impact home-based business, home occupation or similar use as permitted by the Township Zoning Ordinance, as applicable, shall be permitted within any Unit.

**6.1.2 Nuisances.** No noxious or offensive activity shall be carried on, in or upon any Lot or Common Facilities, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Unit Owner. Motor vehicle repairs may occur only on the inside of a garage. No loud noises or noxious odors shall be permitted on the Property, and the Executive Board shall have the right to determine in accordance with the Bylaws if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smokey vehicles, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Unit Owner in the Property, shall be located, used or placed on any portion of the Property, or exposed to the view of other Unit Owners without the prior written approval of the Architectural Committee.

**6.1.3 Signs.** Signs. Until such time as all Units have been conveyed to Unit Owners other than the Builder, no sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Property or on any Unit except for one sign containing not more than one (1') square foot specifying the resident of the Lot and house number assigned by the United States Postal Service.

A. After such time as all Units have been conveyed to Unit Owners other than the Builder, Unit Owners shall be permitted to display one (1) sign containing not more than four (4) square feet which advertises the sale of the Unit.

B. The Declarant reserves the right for itself and for the benefit of the Builder (including the Declarant's and the Builder's officers, employees, agents, contractors, and subcontractors) with respect to the marketing of Units to use the Common Facilities for the prospective sale or rental of Units and for the installation of signs relating to the marketing of Units.

**6.1.4 Parking and Vehicular Restrictions.** Unit Owners shall park vehicles on the driveways located within their Units. No Unit Owner shall park, store or keep within the Property any commercial type vehicle (including, but not limited to, dump trucks, cement-mixer trucks, oil or gas trucks, delivery trucks or any other vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Executive Board), any vehicle with commercial lettering or detailing, or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle), upon any uncovered parking space, so as to be visible from anywhere in the Property; any such vehicle must be parked within a garage. The above restriction excludes trucks up to and including three-quarter-ton manufacturer-specified payload when used for personal transportation and subject to approval by the Executive Board and excludes (i) commercial vehicles temporarily on the Property for the purpose of servicing the Property itself or one of the Units, (ii) commercial vehicles belonging to Declarant or any contractor, subcontractor, agent, employee of Declarant, or (iii) recreational vehicles temporarily on the

Property for purposes of loading or unloading. No Unit Owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of a Unit or Common Facilities. Minor repairs, such as changing a battery or tire on a vehicle shall be permitted; however, changing oil shall not be permitted. No unlicensed or unregistered vehicle shall be parked, stored or kept in any Lot or on any driveway or other parking area within the Property.

**6.1.5 Animal Restriction.** No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any Lot, except usual and ordinary dogs, cats, fish, birds and other household pets, which may be kept in Units subject to Rules and Regulations adopted by the Association, provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean, as to the Units, a total of more than two (2) cats or dogs, or any other domestic animal of similar or larger size, per household; provided, however, that the Association (or the Architectural Committee or such other person or entity as the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less. Animals belonging to Unit Owners, occupants or their licensees, tenants or invitees within the Property must be either kept in a Unit, an enclosed patio or deck or on a leash being held by a person capable of controlling the animal. Any Unit Owner shall be absolutely liable to each and all remaining Unit Owners and their respective families, guests, tenants, and invitees, for any unreasonable noise or damaged person or property caused by animals brought or kept upon the property by Unit Owner or by Unit Owner's family, tenants, or guests. It should be the duty and responsibility of each Unit Owner to clean up after such animals which may have used any portion of the Common Facilities or any portion of a Unit, including, but not limited to, the Unit Owner's Unit.

**6.1.6 Outdoor Activities.** No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Unit unless placed in a suitable container. All rubbish, refuse and garbage shall be disposed of on a regular basis (but in no event less than weekly) by a duly licensed hauler. Trash cans and other refuse containers must be removed after pick-up on the day of said pick-up. The Association may designate the day on which all trash pick ups must occur; provided, however, any designation by the Association of the day for trash collection shall not conflict with the rules and regulations of the Township. The Association further reserves the right to require residents to utilize the Township-designated trash collector as long as the Township offers such services. No refuse or any personal effects are to be stored on the side of the house facing the street, or in the front yard. Firewood shall be neatly stacked in a location in the rear of the Unit and manner so as not to be offensive to adjoining Units and shall at all times be kept free of rodents or insects or other hibernating animals. No clothing or household fabrics shall be hung, dried or aired outside of any building on any Unit. No building material or equipment of any kind or character shall be placed or stored upon the Unit except within the confines of an enclosed structure or except in connection with the construction on the Unit, which construction shall be promptly commenced and diligently prosecuted to completion within a reasonable time.

**6.1.7 Accessory Structures.** No above ground pool, play equipment, sheds or other accessory structures shall be permitted on any Unit. No fences shall be permitted on any Unit

other than privacy fences which may be placed along the sides of a deck or patio and shall extend no longer than the depth of a deck or patio and shall be no greater in height than the maximum height permitted under Township ordinances. No fences or plantings shall be permitted within easement areas as designated on the Plan.

**6.1.8 Common Facilities.** Except for work required by Declarant or Builder to complete improvements or correct conditions, nothing shall be altered or constructed in or removed from the Common Facilities without the written consent of the Association and Township.

**6.1.9 Declarant Exemption.** Declarant, Builder or their respective successors or assigns will undertake the work of constructing Units and developing all of the Lots and Common Facilities included within the Property. The completion of that work and sale, rental and other disposal of Units is essential to the establishment and welfare of said property as a residential community. As used in this Section and its subparagraphs, the words "its successors and assigns" specifically do not include purchasers of Lots improved with completed Units. In order that said work may be completed and the Community be completed and established as a fully occupied residential community as rapidly as possible, no Unit Owner nor the Association shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

A. Prevent Declarant, Builder or their respective successors or assigns, or their contractors or subcontractors, from doing on any Lot or Common Facilities whatever it determines to be necessary or advisable in connection with the completion of said work, including without limitation the alteration of its construction plans and designs as Builder deems advisable in the course of development;

B. Prevent Declarant, Builder or their respective successors or assigns, or their representatives, from erecting, constructing and maintaining on any Lot or Common Facilities, or portion thereof, owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures and equipment as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise;

C. Prevent Declarant, Builder or their respective successors or assigns or its contractors or subcontractors, from maintaining such signs on any Lot or Common Facilities as may be necessary including, but not by way of limitation, safety and lot identification signs in connection with the sale, lease or other marketing of Units in the Property; or

D. Prevent Declarant, Builder or their respective successors or assigns, from granting additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property.

The provisions herein restricting Unit Owners and the Association from interfering with the construction activities of the Declarant shall survive turnover of control of the Association pursuant to Article XV below.

**6.1.10 Sales Models.** Declarant, reserves for itself, the Builder, and their respective successors or assigns, the right pursuant to Section 5217 of the Act to maintain offices and models in the Common Facilities portion of the Community in connection with the management of, sale or rental of Units owned by the Declarant in the Community. Declarant or Builder may maintain such offices and models in units which have been constructed but not sold by the Declarant or Builder or in trailers placed by Declarant or Builder on the Common Facilities. Declarant and Builder shall maintain no more than six (6) such offices or models which shall either be two-story units as constructed by Declarant or Builder or one-story trailers. Unsold Units shall not be deemed models unless specifically designated as models by the Declarant or Builder.

**6.1.11 Outside Installations.** No solar panels or similar installations may be made unless specifically authorized by the Architectural Committee. Any exterior lighting installed on a Unit shall be indirect or of such controlled focus and intensity as not to disturb the residents of adjoining Units; exterior lighting shall not be installed without prior approval of the Architectural Committee. No overhead wires (including telephone, electric and television cable wires) shall be erected or maintained on a Unit except by the Declarant during construction. No awnings or window guards shall be installed by any Unit Owner without the prior approval of the Architectural Committee. No radio station or shortwave operators of any kind shall operate from any Unit unless approved by the Executive Board. Signal receptors shall be subject to the following restrictions to the extent the applicability of such restrictions is permitted by the regulations promulgated by the Federal Communications Commission in accordance with the provisions of the Telecommunications Act of 1996, as amended:

1. Only one satellite dish shall be permitted per Unit, provided, however, that such satellite dish may not be placed in the front of any Unit and shall be subject to review and approval of location by the Architectural Committee.
2. No satellite dish may be greater than thirty-nine inches (39") in diameter.
3. No antenna shall be installed on the exterior of any Unit unless a Unit Owner can demonstrate that it cannot receive a reasonably acceptable signal with internal installation.
4. Any external installation shall be colored to match the surrounding or background structure.
5. No structure may be installed by a Unit Owner in the Common Facilities.

The Association shall have the right to establish additional Rules and Regulations as to location and screening of any externally placed signal receptor.



**6.1.12 Insurance Rates.** Nothing shall be done or kept in the Property which will increase the rate of insurance on any property insured by the Association without the approval of the Executive Board, nor shall anything be done or kept in the Property which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

**6.1.13 Drainage.** There shall be no interference by any Unit Owner with the established drainage pattern over any Common Facilities within the Property. For the purposes hereof, "established" drainage is defined as the drainage which exists at the time the overall grading of any Lot is completed by Declarant in accordance with the Subdivision Plan referred to above. For a period of five (5) years from the date of conveyance of the last Unit to a Unit Owner, the Declarant reserves for the benefit of itself, the Builder and their respective successors and assigns, an easement of access on, over and under the Units to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The Declarant shall give timely notice of intention to take such action to any affected Unit Owner, unless in the opinion of the Declarant an emergency exists which precludes such notice.

**6.1.14 Sale of Units.** There shall be no restriction on the sale, conveyance or other transfer of title to any Unit, but any sale, conveyance or other transfer shall be subject to the Act, this Declaration, the Bylaws, and the Rules and Regulations of the Association. Without limiting the generality of the foregoing, the sale of a Unit shall not be subject to any right of first refusal in favor of the Association or any other Unit Owner. In order to maintain proper Association records, at least thirty days prior to any transfer, a transferring Unit Owner shall notify the Executive Board in writing of the name and address of the proposed transferee and the projected date of settlement.

**6.1.15 Leasing of Units.** Except as expressly provided in this Section, there shall be no restrictions on the leasing of Units. No transient tenants may be accommodated in any Unit, and no Lease shall be for less than a whole Unit, nor for an initial term of less than one (1) year. Each Lease shall be in writing, shall provide the terms of the Lease, and shall be subject in all respects to the provision of the Act, this Declaration, the Bylaws and the Rules and Regulations of the Association, and any failure by the Lessee to comply with the terms of such documents shall be an event of default under the Lease. The Association shall be a third party beneficiary of such covenants in any Lease and the Executive Board shall have the right to review any Lease upon request and to enforce any Lease. Every Lease of a Unit must be submitted to the Executive Board for review for compliance with the provisions of this Declaration and any Association Rules and Regulations at least fifteen (15) days prior to occupancy of a Unit by a prospective tenant. Within ten (10) days of the execution of a Lease for a Unit, the Unit Owner shall forward a fully executed copy of such Lease to the Executive Board. A Unit Owner shall not engage in the leasing of a Unit except after having the lessee execute a lease which contains the following provisions:

"Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Springfield Manor Planned Community, Bylaws and Rules and Regulations of the Association as the same shall apply to the Unit leased hereunder, and agrees to assume all duties and responsibilities and be jointly and

severally liable with the Unit Owner for all of the liabilities and for the performance of all of the obligations applicable to the Unit Owners under the Act, the Community documents or otherwise during the term of the Lease. Lessee further agrees that Lessee shall not sublet or assign this Lease except with the approval and consent of the Lessor. Lessee acknowledges that Lessee has received a copy of the Community Declaration, Bylaws and any Rules and Regulations."

No provision of this section shall be applicable to any Unit leased by the Declarant or Builder.

**6.1.16 Decks.** It shall be the responsibility of the Unit Owner, on at least an annual basis, to have the deck inspected and, if necessary, repaired by a qualified individual in order to maintain its safe use. Each Unit Owner shall have the responsibility to use reasonable judgment not to exceed safe weight limit being placed upon the deck. Compliance with all municipal zoning and building permit requirements shall be the responsibility of the Unit Owner.

**6.1.17 Rules and Regulations.** Rules and Regulations not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of then-current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereof.

## **ARTICLE VII EXECUTIVE BOARD OF THE ASSOCIATION**

**Section 7.1 Powers of the Executive Board.** In addition to the powers set forth in the Act, the Executive Board shall have the following additional powers:

(a) To appoint committees of the Executive Board (which need consist of only one (1) Board Member) and to delegate to such committees the Executive Board's authority to carry out certain duties of the Executive Board, subject to the approval and control of the Executive Board.

(b) To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Executive Board at such compensation as is deemed reasonable by the Executive Board, for the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Executive Board and to remove, at any time, any such personnel.

(c) To pay any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Executive Board constitute a lien against the Property or against the Common Facilities, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Executive Board by reason of said lien or liens shall be specially assessed to said Unit Owners.

**Section 7.2 Abating and Enjoining Violations by Unit Owners.** The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Act by any Unit Owner or any tenant of such Unit Owner, shall give the Executive Board the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

## **ARTICLE VIII ASSESSMENTS**

**Section 8.1 Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Unit owned by it within the Property, hereby covenants, and each Unit Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual Assessments for Common Expenses, (2) Special Assessments and (3) Limited Common Assessments; such Assessments to be established and collected as hereinafter provided. The obligation of Builder to pay Assessments for any Unit owned by Builder shall be subject to the provisions of Section 8.4 below. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the Unit Owner of such Lots at the time when the Assessment fell due. Subject to provisions of this Declaration protecting first Permitted Mortgagees, the personal obligation for delinquent Assessments shall pass to the successors-in-title of such Unit Owner. The Executive Board shall establish one (1) or more separate accounts into which shall be deposited all Assessments paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under the provisions of this Declaration.

**Section 8.2 Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit, and welfare of the Unit Owners and for the improvement and maintenance of the Common Facilities, Limited Common Facilities and Controlled Facilities.

**Section 8.3 Damage to Common Facilities by Unit Owners.** Any maintenance, repairs or replacements within the Common Facilities arising out of or caused by the willful or negligent act or omission of the Unit Owner, or such Unit Owner's family, guests or invitees, shall be done at said Unit Owner's expense or a Limited Common Assessment therefore shall be made against such Unit Owner's Lot. In the event the damage is covered by insurance maintained by the Association, the Unit Owner shall be responsible for any deductible.

**Section 8.4 Basis of Assessment.** The Executive Board shall periodically (and in no event less than annually), determine the estimated Common Expenses for the ensuing period (of not more than one year) including any reserves it deems advisable, and the Common Expenses incurred and the assessments and other receipts, if any, received during the prior period. Promptly following each determination of the Common Expenses theretofore incurred (and not theretofore assessed) and of budgeted estimated future Common Expenses, the Executive Board shall assess and collect from each Unit Owner (including Builder with respect to any Unit owned by Builder on the assessment date for which a certificate of occupancy has been issued by

Township) and each such Unit Owner agrees to pay the Association a share of such incurred and estimated Common Expenses as set forth in Section 8.10 of this Article 8.

**Section 8.5 Monthly Payments.** All Common Expense Assessments made in order to meet the requirements of the Association's annual budget shall commence and be due and payable as of the date of purchase by the Unit Owner on the Unit. The pro-rata portion of the monthly Assessment for the current month may be collected by the Association at settlement and the Association may also collect in advance a full month's Assessment for the next month following settlement.

**Section 8.6 Surplus.** Any amounts accumulated in excess of the amounts required for actual Common Expenses and reserves for future capital expenses may, at the discretion of the Executive Board, be credited to each Unit Owner in accordance with its proportionate Common Expense liability, said credits to be applied to the next monthly Assessment of general Common Expenses due from Unit Owners under the current fiscal year's budget and thereafter until exhausted or may be credited against the following year's Assessment. The Executive Board shall determine the application of such excess funds.

**Section 8.7 Capital Expense.** The Association shall establish an adequate capital expense fund for major repair and replacement of those Common Facilities and Controlled Facilities which are anticipated to require replacement, repair or major repair on a periodic basis. The capital expense fund may be funded by monthly payments as a part of Common Expenses.

**Section 8.8 Special Assessments.** If the annual budget proves inadequate for any reason, including nonpayment of any Unit Owner's Assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy a further Special Assessment, which shall be assessed to the Unit Owners in accordance with Section 8.10 below. Such Special Assessment shall be payable in such monthly installments as the Executive Board may determine. The Executive Board shall serve notice of such Special Assessment on all Unit Owners by a statement in writing giving the amount and reasons therefore, and such Special Assessment shall become effective and shall be payable at such time or times as determined by the Executive Board.

**Section 8.9 Failure to Fix New Assessments.** If the Executive Board shall fail to fix new Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums they were paying for such Assessments during the fiscal year just ended and such sum shall be deemed to be the new Assessments for the succeeding fiscal year. If the Executive Board shall change the Assessment at a later date, such new Assessment shall be treated as if it were a Special Assessment under Section 8.8 hereof.

**Section 8.10 Rate of Assessment.** Assessments provided for shall be assessed against Units equally. The share of each Unit shall be determined by taking the total amount of the Common Expenses and multiplying by a fraction the numerator of which is the number one and the denominator of which is the total number of Units subject to this Declaration. Until such time as the denominator is 90% of the Units projected for the Property, it shall be assumed that the

denominator is 90% of the units projected for the Property and the Declarant shall pay any shortfall between the actual expenses of the Association and the Assessments collected from Unit Owners other than the Declarant.

**Section 8.11 Initiation Fee.** Every Unit Owner shall, at the time of such Unit Owner's purchase of the Unit from the Builder, pay to the Declarant the sum of Seven Hundred Fifty Dollars (\$750) as an initiation fee. Such sums as collected shall be applied by the Association as determined by the Executive Board. The purchase of Lots by the Builder from the Declarant shall not require the payment of an initiation fee. Upon any resale of a Unit and purchase by a subsequent Unit Owner, the purchasing Unit Owner shall pay the Association a capital improvement fee as then established by the Association. Such fee shall not exceed the annual Assessment for Common Expenses charged to such Unit during the most recently completed fiscal year of the Association.

A. The Association will contribute Two Hundred Fifty Dollars (\$250) of the funds which it collects as an initiation fee to the private conservation organization which owns and operates the preserved open space area immediately adjacent to the Property to assist in defraying the cost of maintaining and operating such preserved open space area.

**Section 8.12 Nonpayment of Assessments.** Any installment of an Assessment, a Special Assessment or Limited Common Assessment not paid when due shall be subject to late fees and payment of interest as determined by the Executive Board.

**Section 8.13 No Waiver of Assessments.** No Unit Owner may be exempt from personal liability for Assessments duly levied by the Association, nor release the Unit from the liens and charges hereof, by waiver of use and enjoyment of the Common Facilities or by abandonment of a Unit.

**Section 8.14 Liability of Purchaser of Unit for Unpaid Assessments.** Subject to the provisions of Section 5407 of the Act, upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall be jointly and severally liable with the grantor thereof for all unpaid assessments for Common Expenses which are a charge against the Unit as of the date of conveyance or transfer, but such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid assessments which such grantee may have paid, and until any such assessments are paid, they shall continue to be a lien against the Unit which may be enforced in the manner set forth in Section 5315 of the Act. Any unpaid Assessments which cannot be promptly collected from a former Unit Owner may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners including, by way of illustration and not limitation, a purchaser who acquired title at a sheriff sale, and such purchaser, successors and assigns to the extent Assessments are given priority in accordance with the Act; otherwise, no Permitted Mortgagee or Purchaser through a Permitted Mortgagee shall be liable for the collection of unpaid Assessments.

**Section 8.15 Unpaid Assessments upon Execution Sale Against a Unit.** Any unpaid Assessments which cannot be promptly collected from a former Unit Owner may be reassessed

by the Executive Board as a Common Expense to be collect from the Unit Owners, including (by way of illustration and not limitation), the purchaser who acquired title at a sheriff's sale, and such purchaser's successors and assigns to the extent Assessments are given priority in accordance with the Act; otherwise, no Permitted Mortgagee or purchaser through a Permitted Mortgagee shall be liable for the collection of unpaid Assessments.

**Section 8.16 Fees and Expenses.** All expenses of the Executive Board in connection with any actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, asserted by the Association in collecting Assessments, Special Assessments or Limited Common Assessments shall be added to and deemed a Limited Common Assessment and the Association shall have a lien for all of the same, upon the defaulting Unit. Any and all rights and remedies shall be exercised any time and from time to time, cumulatively or otherwise. The Association shall have the right to exercise any and all rights and remedies at any time and from time to time, cumulatively or otherwise.

**Section 8.17 Utility Charges.** All utilities provided to any Units shall be separately metered and will be billed directly to Unit Owners and will be each Unit Owner's sole obligation to pay. Unit Owners shall be responsible for service charges covering any costs of billing incurred by the Association.

## **ARTICLE IX MAINTENANCE AND REPAIR OBLIGATIONS**

**Section 9.1 Maintenance Obligations of Unit Owners.** Subject to the provisions of Section 9.2 below, it shall be the duty of each Unit Owner, at such Unit Owner's sole cost and expense, to maintain and repair the Unit in a neat, safe, sanitary and attractive condition, in good order and repair, and in accordance with all applicable restrictions, conditions, ordinances, codes and any rules and regulations which may be applicable under this Declaration or under law. Unit Owners shall be responsible for maintenance of, including snow removal from, driveways and walkways within the Unit. Unit Owners shall also be responsible for maintenance of, including snow removal from, patios or decks within Units.

**Section 9.2 Maintenance Obligations of Association.** The Association shall provide the following maintenance:

**9.2.1** Provide for all necessary landscaping and gardening, including mowing, to properly maintain and periodically replace when necessary, the trees, plants, grass and other vegetation in the open space areas.

**9.2.2** Lawn mowing and maintenance of front and end elevation landscaping within Lots comprising the Units as Controlled Facilities, such maintenance to include, but not be limited to, spring and fall cleanup, edging and mulching of shrubbery beds, trimming of shrubbery and turf applications.

**9.2.3** Periodic replacement of roof shingles on Units as Controlled Facilities.

**9.2.4** Maintenance of, including snow removal from, common parking areas, and common sidewalks located within or adjacent to open space areas.

**9.2.5** The Association will be responsible for major repairs on the pedestrian trail on adjoining land of the Wissahickon Valley Watershed Association, its successors and assigns, as a Controlled Facility, such major repairs to include any work on the trail involving paving or reconstruction of all or a portion of the surface of the trail or of any bridge or culvert included in the trail in accordance with the Grant of Public Trail Easement referenced in Section 4.8 above. Other maintenance of the trail shall not be the obligation of the Association.

A. Upon the construction of homes and establishment of a planned community association on land in Upper Dublin Township adjoining the property of the Wissahickon Valley Watershed Association, the newly-created planned community in Upper Dublin Township shall share equally with this Association in contributing to the costs of such major repairs on the pedestrian trail. This Association shall remain responsible for causing such major repairs to be performed.

**9.2.6** The Association will be responsible for contributing to the maintenance of, including snow removal from, an offsite parking area north of Pennsylvania Avenue in the vicinity of lands of Wissahickon Valley Watershed Association, its successors and assigns. Initially the Association shall be responsible for all costs related to such maintenance after the initial construction of the parking area by Wissahickon Valley Watershed Association and prior to the construction of homes and establishment of a planned community association within lands adjoining the Wissahickon Valley Watershed Association property in Upper Dublin Township. Upon the establishment of such planned community association, the cost of the maintenance of the parking area will be shared equally between this Association and the planned community association to be established in Upper Dublin Township.

**9.2.7** The Association shall be responsible for periodic repainting of paintable surfaces on the exterior of Units.

**9.2.8** The Association shall be responsible for maintaining the Storm Water Management System in accordance with the terms of any Storm Water Management Agreement entered into between Declarant and Township.

**9.2.9** The Association shall be responsible for trash removal.

**9.2.10** The cost of Association maintenance of Units pursuant to Sections 9.2.2, 9.2.3 and 9.2.7 above shall be deemed Limited Common Expenses and Units shall be subject to a Limited Common Assessment for the cost of such maintenance.

**9.2.11** The maintenance responsibilities of the Association shall be performed at such times and in such manner as the Executive Board may, in its sole discretion, determine.

**Section 9.3 Damage and Destruction Affecting Units - Duty to Rebuild.** If all or any portion of any Unit is damaged, falls into disrepair, or is destroyed by fire or other casualty, it

shall be the duty of the Unit Owner to rebuild, repair or reconstruct said residence in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty. If the Unit Owner should fail to rebuild, repair or reconstruct, the Association may undertake such repair or reconstruction and may levy a Limited Common Assessment against the Unit Owner for the costs of such repair or reconstruction.

## **ARTICLE X INSURANCE**

**Section 10.1 Casualty Insurance.** Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, property insurance on the Common Facilities insuring against fire and extended coverage perils and all other perils customarily covered by standard extended coverage endorsements in such amount as the Association may determine. The Association may also insure against any other property, whether real or personal, owned by the Association, against the loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Facilities shall be written in the name of, and the proceeds thereof shall be payable to, the Association. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the annual assessment made by the Association. In the event of damage to or destruction of any part of the Common Facilities, the Association shall repair or replace the same from the insurance proceeds available. The Executive Board may determine the appropriate deductible applicable to such policy. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may levy a Special Assessment against all Unit Owners to cover the additional costs of repair or replacement not covered by the insurance proceeds.

**Section 10.2 Liability Insurance to be Carried by Association.** Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent determined by the Association, but in no event less than \$1,000,000 per occurrence, comprehensive general liability insurance coverage on all Common Facilities of the Property covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Facilities. Liability insurance shall include medical payments insurance.

**Section 10.3 Additional Endorsements.** All policies obtained pursuant to the provisions of this subsection shall: (i) provide that the Association or its authorized representative shall be the sole adjuster of any losses; (ii) contain waivers of all rights of subrogation; (iii) provide that the coverage afforded to any insureds shall not be affected by the acts or omissions of any one or more other insureds; and (iv) provide that such policy shall not be cancelled or modified without thirty (30) days' prior written notice to all whose interests are covered thereby. Each policy shall designate that insurance proceeds for the loss shall be payable to the Association and not to any Permitted Mortgagee to be held in trust for Unit Owners and their first mortgage holders as their interests may appear, and shall otherwise comply with the provisions of Section 5312 of the Act. The name of the insured under each policy required pursuant to this Article X shall be stated in form and substance similar to the following:



"Springfield Manor Community Association, for the use and benefit of the individual owners, or their authorized representatives, of the Units contained in the Springfield Manor Planned Community."

**Section 10.4 Other Insurance.** The Association shall maintain workers' compensation insurance and employer's liability as required by law for any employees of the Association. The Association shall maintain directors and officers liability insurance, to the extent reasonably available.

**Section 10.5 Fidelity Insurance.** Unless the funds of the Association are handled by a professional property manager, the Association shall maintain blanket fidelity insurance for anyone who either handles or is responsible for funds held by or administered by the Unit Owners Association, whether or not said individual has received compensation for their services. The Association fidelity insurance shall name the Association as the obligee and the premium shall be paid as a Common Expense by the Association. Any management agent that handles funds for the Association shall be covered by its own fidelity insurance which shall provide the same coverages as required of the Association. The fidelity insurance obtained shall cover the maximum funds that will be in custody of the Association or its management agent at any time while the fidelity insurance is enforced. In addition, the fidelity insurance coverage shall at least equal the sum of three (3) months assessment on all Units in the Community, plus the Associations reserved fund. Said fidelity insurance shall include a provision requiring thirty (30) days written notice to the Association or to each holder of a mortgage on an individual Unit in the Community before the fidelity insurance can be canceled or substantially modified for any reason. Fidelity insurance may be provided by the professional property manager engaged by the Association to manage the Community.

**Section 10.6 Waiver and Release.** Subject to the provisions of this Article X, each Unit Owner and the Executive Board hereby waives and releases any and all claims which he or it may have against any other Unit Owner, the Association, the Executive Board and members thereof, the Declarant and its respective employees and agents, for damage to the Common Facilities, the Units or to any personal property located in the Units or Common Facilities, caused by fire or other casualty or any act or omission of any such party to the extent that such damage is covered by fire or other form of hazard insurance. Such release or waiver shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. In no event shall insurance obtained and maintained by the Association and by individual Unit Owners be the subject of any action for contribution.

**Section 10.7 Insurance Maintained by Unit Owners.** Each Unit Owner will be responsible for the purchase and payment of insurance to protect on a so-called "all risk" basis of such Unit Owner's Unit, any improvement made to such Unit Owner's Lot, own personal property, and all personal liability not provided for above. Unit Owners may also obtain insurance coverage for the deductible carried by the Association.

No Unit Owner shall do or permit any act which would void or impair the coverage afforded by any policies held by the Association or would result in an increase in the premium therefore; and any Unit Owner so doing or permitting any such act shall be liable to the

Association for any such increase which shall be assessable as a Limited Common Expense exclusively against such Unit Owner pursuant to the assessment provisions of this Declaration.

## **ARTICLE XI           MORTGAGE PROTECTION CLAUSE**

Notwithstanding any and all provisions hereof to the contrary, in order to induce the Federal Home Loan Mortgage corporation ("FHLMC"), the Government National Mortgage Association ("GNMA") and the Federal National Mortgage Association ("FNMA") the Federal Housing Authority ("FHA"), the Veterans Administration ("VA") and other governmental and quasi-governmental agencies to participate in the financing of the sale of Units within the Property, the following provisions are added hereto and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control:

A.     Each first Permitted Mortgagee of a Mortgage encumbering any Unit, at its written request, is entitled to written notification from the Association of any default by the Mortgagor of such Unit in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association notifies the Unit Owner of such default.

B.     Each first Permitted Mortgagee of a Mortgage encumbering any Unit which obtains title to such Unit pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage, or by deed in lieu of foreclosure, shall take title to such Unit free and clear of any claims of unpaid Assessments or charges against such Unit which accrued prior to the acquisition of title to such Unit by the Permitted Mortgagee, subject to the provisions of Section 5315 of the Act.

C.     Unless at least sixty-seven percent (67%) of Unit Owners (other than Declarant) have given their prior written approval, neither the Association nor the Unit Owners shall:

(1)     by act or omission seek to abandon, partition, alienate, subdivide, release, hypothecate, encumber, sell or transfer the Common Facilities and the improvements thereon which are owned by the Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association or the transfer of the Common Facilities to an unincorporated association of the Unit Owners in accordance with the Articles of Incorporation of the Association shall not be deemed a transfer within the meaning of this clause.)

(2)     change the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit Owner; or

(3)     amend this Declaration or the Articles of Incorporation or Bylaws of the Association in such a manner that the rights of any first Permitted Mortgagee will be affected.

D. First Permitted Mortgagees shall have the right to examine the books and records of the Association during normal business hours.

E. First Permitted Mortgagees may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any Common Facilities and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and first Permitted Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. In addition to the foregoing, the Executive Board may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, the FHA, the FHLMC, the FNMA or the GNMA or any similar governmental or quasi-governmental entity, so as to allow for the purchase, insurance or guaranty, as the case may be, by such entities of Permitted Mortgages. Each Unit Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential Mortgage borrowers and potential seller of their Units if such agencies approve the Property as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time.

F. Upon the specific request of a Permitted Mortgagee or its servicer to the Executive Board, the Permitted Mortgagee shall be entitled to receive some or all of the following as designated in the request:

(1) Copies of budgets, notices of Assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

(2) Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

(3) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property; and

(4) Notice of any default by the Owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default.

(5) Notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder, but may request reimbursement for reasonable expenses in producing any documents requested.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

## ARTICLE XII      LIMITATION OF LIABILITY

**Section 12.1 Limited Liability of the Executive Board.** The Executive Board, and its members in their capacity as members, officers and employees:

A. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by weather conditions or other natural occurrences or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of any building on a Unit, or from any of its pipes, drain conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

B. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

C. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

D. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or such Unit Owner's tenants, employees, agents, customers or guests in a Unit, or in or on the Common Facilities, except for the Executive Board members' own willful misconduct or gross negligence.

E. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

F. Shall have no personal liability arising out of the use, misuse or condition of any building, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

**Section 12.2 Indemnification.** Each member of the Executive Board, in the capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred in connection with any proceeding in which such member may become involved by reason of being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not an Executive Board member, officer or both at the time such expenses are

incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of such member's duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if then an Executive Board Member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe such person's conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 12.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

**Section 12.3 Defense of Claims.** Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Community as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

**Section 12.4 Insurance.** The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 12.2 above, if and to the extent available.

## **ARTICLE XIII      ARCHITECTURAL CONTROL**

**Section 13.1 Members of the Committee.** The Executive Board shall have the right to appoint and remove all members of the Committee.

**Section 13.2 Review of Proposed Construction.** Subject to the exemption of the Declarant and Builder pursuant to Section 6.1.9 of this Declaration and subject to all applicable municipal zoning ordinances, no addition, change or alteration to the exterior of any Unit, including change in color, shall be made until the plan and specifications showing the nature, kind, shape, height, materials and location of the same shall have been approved by said Committee and submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Architectural Committee. The Unit Owner shall obtain approval by the Committee prior to filing an application with the Township for a building permit. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the location indicated will not be detrimental to the appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association. The Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, upon the agreement by the Unit

Owner submitting the same to grant appropriate easements to the Association or to assume any additional cost of maintenance and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee payable to the Association to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Committee may provide that the amount of such fee shall be uniform, or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. Thereafter, the Committee shall communicate its response to the submitting Unit Owner within sixty (60) days after such receipt. Lack of a timely response shall be deemed an approval of the request as made.

**Section 13.3 Approved Materials.** The Committee shall maintain a list of approved storm doors and storm windows and shall publish such list as part of the Rules and Regulations of the Association. The Committee may add additional exterior improvements or materials.

**Section 13.4 Meetings of the Committee.** The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee Representative (who shall be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 13.9 hereof. In the absence of such designation, the vote of a simple majority of the members of the Committee taken without a meeting, shall constitute an act of the Committee.

**Section 13.5 No Waiver of Future Approvals.** The approval of the Committee to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

**Section 13.6 Compensation of Members.** The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

**Section 13.7 Inspection of Work.** Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article XIII, the Unit Owner shall give written notice of completion to the Committee.

B. Within forty-five (45) days thereafter, the Committee or its duly authorized representative may inspect such work. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Unit Owner in writing of such noncompliance within such 45-day period, specifying the particulars of noncompliance, and requiring the Unit Owner to remedy the same.

C. If upon the expiration of thirty (30) days from the date of such notification the Unit Owner shall have failed to remedy such noncompliance, the Committee shall notify the Executive Board in writing of such failure. Upon notice and hearing, the Executive Board shall determine whether the Unit Owner has failed to comply with the approved Plans and, if so, the nature of such noncompliance and the estimated costs of correcting or removing the same. If a noncompliance exists, the Unit Owner shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Executive Board ruling. If the Unit Owner does not comply with the Executive Board ruling within such period, the Executive Board, at its option, may either remove the noncomplying work or remedy the noncompliance, and the Unit Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Unit Owner to the Association, the Executive Board shall levy a Limited Common Assessment against such Unit Owner for reimbursement.

D. If for any reason the Committee fails to notify the Unit Owner of any noncompliance within forty-five (45) days after receipt of said written notice of completion from the Unit Owner, the work shall be deemed to be in accordance with said approved plans.

**Section 13.8 Non-Liability of Committee Members.** Neither the Committee nor any member thereof, nor its duly authorized Committee representative shall be liable to the Association, or to any Unit Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee or any such member or representative. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Property generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

**Section 13.9 Variance.** The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, must be signed by at least a simple majority of the members of the Committee, and shall become effective upon recordation in the Office of the Recorder of Deeds of Montgomery County. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not

operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Unit Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances or other requirements imposed by any governmental or municipal authority.

**Section 13.10 Reasonable Accommodations; Governmental Requirements.** Whenever the Executive Board determines that pursuant to applicable law any structure is required as a reasonable accommodation under applicable law (or whenever a final determination of any governmental authority having jurisdiction to such effect shall have been made and shall not be subject to appeal or further appeal (a "final governmental determination")), the Executive Board shall approve the construction thereof subject to such reasonable rules and regulations as the Executive Board and the Architectural Committee shall impose, which may include, without limitation, (i) a requirement that the person seeking such accommodation furnish to the Executive Board reasonable evidence to substantiate the basis for the reasonable accommodation requested (except in instances in which the need for such reasonable accommodation has been determined by a final governmental determination); (ii) a requirement that such reasonable accommodation shall remain in effect only so long as the individual whose condition gave rise to the reasonable accommodation remains a resident of the property in question and continues to experience the condition which gave rise to the reasonable accommodation, and that thereafter all improvements constructed pursuant to the reasonable accommodation be removed by and at the expense of the Unit Owner of the Lot upon which or at whose request such improvements were constructed; (iii) a requirement that the Unit Owner of the Lot in question furnish annually to the Executive Board reasonable evidence as to the matters set forth in (ii) above; and (iv) all reasonable accommodations shall be subject to all of the requirements of this Declaration, the Rules and Regulations or requirements of the Architectural Committee, to the end and effect that the Executive Board and the Architectural Committee shall have the fullest authority permitted by law to approve plans and specifications, design, materials and appearance of the improvement in question.

#### **ARTICLE XIV UNITS SUBJECT TO COMMUNITY DOCUMENTS; EMINENT DOMAIN**

**Section 14.1 Applicability of Community Documents.** Each present and future owner, occupant and Permitted Mortgagee of a Unit, shall be subject to and shall comply with the provisions of the Act, this Declaration, the Plan, the Bylaws and the Rules and Regulations and with the covenants, conditions and restrictions as set forth in this Declaration, the Plan, the Bylaws, the Rules and Regulations and the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or Permitted Mortgagee of a Unit any obligation which the Act or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, this Declaration, the Plan, the Bylaws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee or Permitted Mortgagee. All of such provisions shall be



covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or mortgage thereof.

**Section 14.2 Convertible Real Estate.** The Declarant hereby reserves the right to create additional Units, Common Facilities and Controlled Facilities within Convertible Real Estate as described in Exhibit "E" of this Declaration. The Declaration reservation of the rights to create additional Units and Common Facilities is subject to the following limitations:

(a) Forty-five (45) additional residential Units may be constructed within the Convertible Real Estate described in Exhibit "E." Each building shall constitute a separate phase of additional Units added.

(b) the Declaration reservation of rights as set forth in this Paragraph will lapse upon completion of construction of the buildings containing the fifty (50) residential Units, and such additional Units as may be constructed within the Convertible Real Estate described in Exhibit "E" of this Declaration and in no event shall the Declarant's aforesaid reservation of rights continue beyond 10 years after the date of recording of this Declaration.

(c) the extent to which the relative voting strength in the Association and share of Common Expense liability of each Unit created hereunder may be decreased by the Declarant creating additional Units and Common Facilities as set forth elsewhere herein. The reallocation of relative voting strength in the Association and share of Common Expense liability of each unit created hereunder is based upon (1) each Unit, present and future, shall be assigned one vote; and (2) Common Expense liability, present and future, shall be based upon the percentage relationship each unit bears to the aggregate number of existing units, subject to the requirement of the Declarant to subsidize Common Expenses pursuant to Section 8.10 of this Declaration. The basis for this formulation is that each unit derives equal benefit from the Common Facilities.

(d) Construction will commence upon the additional buildings and phases consecutively or concurrently in any number at Declarant's election.

(e) The aggregate number of residential Units that may be created presently and in the future in all of the Convertible Real Estate described in Exhibit "E" is fifty (50) Units.

(f) All buildings, Units and Common Facilities that will be erected upon each portion of the Convertible Real Estate described in Exhibit "E" will be compatible with the other buildings, Units and Common Facilities in the Community in terms of architectural style, quality of construction, and principal materials employed in construction and size.

(g) All restrictions in the Declaration affecting use, occupancy and alienation of Units will apply to Units created within the Convertible Real Estate.

(h) The location of each of the additional buildings and improvements shall be the same as the corresponding buildings and improvements shown on the recorded Plan of Declaration.

**Section 14.3 Amendment Generally.** Except as limited by Section 5219 of the Act, this Declaration may be amended by the vote of sixty-seven percent (67%) of the allocated votes in the Association pursuant to Section 5.3 above. The Community may be terminated only by the vote of ninety (90%) percent of all allocated votes in the Association pursuant to Section 5.3 above.

(a) Any amendment or termination which may affect the Township or its interests, whether they are made by the Association, Unit Owners and/or Declarant, are subject to approval by Township.

(b) Until such time as Declarant relinquishes control of the Board pursuant to Section 15.1 below, the following actions will require the prior approval of FHLMC, GNMA, FNMA, FHA, VA or similar government agencies:

Annexation of additional properties, mergers and consolidations, mortgaging of Common Facilities, dedication of Common Facilities, amendment of the Declaration, Articles of Incorporation and the Bylaws.

(c) Until such time as Declarant relinquishes control of the Board pursuant to Section 15.1 below, the Declarant reserves the right to amend the Plans without the consent of the Executive Board or the Association. No such amendment by Declarant shall have any effect upon the rights of any Unit Owner holding ownership by deed, or other means of conveyance at the time of amendment by the Declarant.

**Section 14.4 Rights of Secured Lenders.** Subject to the limitations imposed by Section 5221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of holders of first mortgages on Units to which the Units subject to a mortgage appertain, if and to the extent that such approval is required by the Act or if and to the extent that such amendment would have the effect of (1) terminating or abandoning the Planned Community (except for termination or abandonment as a result of a taking of all the Units by eminent domain); (2) abandoning, encumbering, selling or transferring the Common Facilities; (3) partitioning or subdividing any Unit or the Common Facilities; or (4) changing the manner of determining Common Expense percentage liability of the Unit Owners. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Facilities shall not be deemed to be a transfer within the meaning of this Section. If any Permitted Mortgagee fails to submit a written response to any written proposal for an amendment within sixty (60) days after the Permitted Mortgagee receives notice of the proposed amended, provided the notice was delivered by certified or registered mail, with a "return receipt" requested, the proposed amendment shall be deemed approved by the Permitted Mortgagee.

**Section 14.5 Rights of Declarant and Builder.** No change, modification or amendment which affects the rights, privileges or obligations of the Declarant or Builder shall be effective without prior written consent of the Declarant.

**Section 14.6 Other Amendments.** If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plats and Plans which is defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement anything appearing or failing to appear in the Plats and Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the then current requirement of FNMA, FHLMC, VA, FHA, GNMA, or other similar government agency with respect to community projects, the Executive Board may, at any time and from time to time, effect such amendment without the approval of the Unit Owners, or Permitted Mortgagees, upon receipt by the Executive Board of an opinion from independent legal 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 Plats and Plans. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgments by one or more officers of the Executive Board.

## **ARTICLE XV           DECLARANT'S RIGHTS**

**Section 15.1 Control.** (a) Until the sixtieth (60th) day after the conveyance of thirteen (13) of the Units to a Unit Owner other than Declarant or Builder, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

**15.1.1** Not later than sixty days after the conveyance of thirteen (13) of the Units to a Unit Owner other than Declarant or Builder, one member of the Executive Board shall be replaced by a Unit Owner other than Declarant, as provided in Article V of the Bylaws.

**15.1.2** Not later than the earlier of (i) seven (7) years after the date of the recording of this Declaration, or (ii) sixty (60) days after thirty-eight (38) of the Units have been conveyed to Unit Owners other than the Declarant or Builder, all members of the Executive Board shall resign, and the Unit Owners shall elect a new three-member Executive Board.

**Section 15.2 Enforcement.** This Declaration, the Articles of Incorporation and the Bylaws may be enforced by the Association as follows:

A. Breach of any of the covenants contained in the Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Unit Owner, by the Association or the successors-in-interest of the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include the amount of any delinquent payment, interest thereon, costs of collection, including attorney's fees, court costs and penalty charges.

B. The result of every act or omission by which covenants contained in this Declaration or the Bylaws are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either

public or private shall be applicable against every such result and may be exercised by any Unit Owner, by the Association or its successors-in-interest.

C. The remedies herein provided for breach of the covenants contained in this Declaration or in the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

D. The failure of the Association to enforce any of the covenants contained in this Declaration or in the Bylaws shall not constitute a waiver of the right to enforce the same thereafter.

E. A breach of the covenants, conditions or restrictions contained in this Declaration or in the Bylaws shall not affect or impair the lien or charge of any bona fide Mortgage or deed of trust made in good faith and for value on any residential Lot or the Unit thereon, provided, however, that any subsequent Unit Owner of such property shall be bound by said covenants, whether such Unit Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

**Section 15.3 Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 15.4 Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential planned community and for the maintenance of Common Facilities. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

**Section 15.5 Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or other portion of the Property does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Property, or any portion thereof.

Declarant has executed this Declaration on the date first above written.

DECLARANT:  
SPRING HOUSE LAND, INC.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF \_\_\_\_\_ :

On the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of SPRING HOUSE LAND, INC., a Pennsylvania corporation, and as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as \_\_\_\_\_.

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

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

EXHIBIT "A" - LEGAL DESCRIPTION OF PROPERTY  
EXHIBIT "B" – MATTERS OF RECORD  
EXHIBIT "C" - PLATS AND PLANS  
EXHIBIT "D" – LIST OF INITIAL UNITS  
EXHIBIT "E" – DESCRIPTION OF CONVERTIBLE REAL ESTATE  
EXHIBIT “F” – PUBLIC TRAIL EASEMENT

**EXHIBIT "B"**

**MATTERS OF RECORD**

1. Rights granted to Bell Atlantic-Penna Inc. as in Deed Book 5254, Page 1694.
2. Rights granted to Bell Telephone Co. of Pennsylvania as in Deed Book 4079, Page 492.
3. Rights granted to Philadelphia Electric Co. as in Deed Book 4831, Page 2299; Deed Book 3410, Page 233; and, Deed Book 4516, Page 219.
4. Subject to Easement of Sanitary Sewers as in Deed Book 5179, Page 1143.
5. Subject to Declaration of Taking as filed in the Court of Common Pleas, at Norristown, Montgomery County as of Court Term No. 03-7170 and as shown on Plan Book 24, Page 423, et seq.
6. Subject to water rights as in Deed Book 28, Page 589; Deed Book 49, Page 179; and, Deed Book 98, Page 449.
7. Rights granted to Philadelphia Suburban Gas and Electric Co. as in Deed Book 795, Page 357.
8. Subject to terms of Release to the County of Montgomery and the North Pennsylvania Railroad co. as in Deed Book 1164, Page 90.
9. Rights granted to Transcontinental Gas Pipe Line Corp. as in Deed Book 2120, Page 258 and Supplemental Right of Way Agreements as in Deed Book 2443, Page 448 and Deed Book 3598, Page 74.
10. Subject to terms of Agreement as in Deed Book 2578, Page 219.
11. Subject to Declaration of Taking as filed in the Court of Common Pleas, at Norristown, Montgomery County as of Court Term No. 67-7202, excerpt of which is recorded in Deed book 3470, Page 452.
12. Subject to Declaration of Taking as filed in the Court of Common Pleas, at Norristown, Montgomery County as of Court Term No. 67-7201, excerpt of which is recorded in Deed Book 3470, Page 415.
13. Subject to conditions as shown on Plan recorded in Plan Book A-27, Page 73 made by A.W. Martin Assoc., Inc. dated April 19, 1976, last revised October 20, 1976 including the following: a) notes.
14. Right of way granted to Pennsylvania Department of Transportation as in Deed Book 5581, Page 427 and Deed Book 5592, Page 214.



**EXHIBIT “D”**

**INITIAL UNITS**

Units 33 through 37

**EXHIBIT “E”**

**CONVERTIBLE REAL ESTATE**

ALL UNITS AS SHOWN ON THE PLAN WITH THE EXCEPTION OF UNITS 33 THROUGH 37 WHICH ARE PART OF THE INITIAL COMMUNITY.