

**ROSECLIFF MANOR**

**DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, LIENS AND ASSESSMENTS**

THIS DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, LIENS AND ASSESSMENTS (hereinafter "Declaration") made this 15th day of October, 1996 by T.H. PROPERTIES, a Pennsylvania partnership (hereinafter "Declarant"), having its principal office at 437 Harleysville Pike, P. O. Box 159, Franconia, Pennsylvania 18924.

**WITNESSETH:**

WHEREAS, Declarant is the record owner of a certain parcel of real estate consisting of 15.346 acres, more or less, situate in Lower Salford Township, Montgomery County, Pennsylvania, which parcel of land is bounded and described in a deed description attached hereto and made a part hereof as Exhibit "A";

WHEREAS, Declarant desires to develop thereon a residential community together with common lands and facilities for the benefit of such community;

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common lands and facilities; and, to this end, desires to subject the real estate referred to above and as described in Exhibit "A", to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof;

WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said community to create an entity to which will be delegated and assigned the powers of maintaining and administering the community facilities, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created;

WHEREAS, Declarant has incorporated or intends to incorporate under the law of the Commonwealth of Pennsylvania as a non-profit corporation the Rosecliff Manor Community Association for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, Declarant hereby declares that the real estate and any part thereof, as described in Exhibit "A" and as shown on the Plan is and shall be held, transferred, sold, conveyed, and occupied subject to the Covenants, Restrictions, Easements, Charges, Liens and Assessments hereinafter set forth intending that all of the provisions of this declaration are to create mutual equitable servitudes upon each of the said properties, common areas and lots in favor of each and all other properties, common areas and lots therein and to create reciprocal rights between the respective owners of all said properties, common areas and lots. All of the provisions shall as to the owner of each such properties, common areas and lots, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other properties, common areas and lots in the development and their respective owners.

**ARTICLE I - DEFINITIONS**

The following words and terms when used in this Declaration or any amended Declaration shall have the following meanings:

A. "Association" shall mean and refer to The Rosecliff Manor Community Association, its successors and assigns.

B. "The Properties" shall mean and refer to all properties, both lots and common areas, as are subject to this Declaration, and which are described in Exhibit "A".

C. "Common Areas" (sometimes called unlotted areas) shall mean and refer to those areas of land shown on the recorded subdivision plats of the properties and which are not lotted, and which are further described in Exhibit "B" attached hereto. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and are not dedicated for use by the general public. Notwithstanding the foregoing, the bike path/pedestrian trail shown on the plans is intended and shall be dedicated to Lower Salford Township to be maintained by Lower Salford Township and to be available for use by all Township residents.

D. "Lot" shall mean and refer to any plot of land intended and subdivided for residential use, shown upon one of the recorded subdivision maps of the "Properties", but shall not include the common areas as herein defined.

E. "Plan" shall mean and refer to the "Record Plan of Site Development" for a proposed eighty-nine (89) unit townhome community prepared for Trefoil HV, Inc. by Stoudt, Tacconelli & Associates, Inc. originally dated January 25, 1993, and last revised July 12, 1996, and approved by the Board of Supervisors of Lower Salford Township on \_\_\_\_\_ and intended to be forthwith hereafter recorded in the Office for the Recorder of Deeds in and for Montgomery County, Pennsylvania.

F. "Property" shall mean and refer to the tract of land described in Exhibit "A".

G. "Member" shall mean a member of the Association. If a membership is owned by joint tenants or tenants by the entireties, the joint tenants, co-tenants or tenants by the entireties shall collectively compromise a single member.

**ARTICLE II - SUBMISSION OF PROPERTY**

1. It is Declarant's intention that the property shall be bound by the covenants, easements and restrictions contained herein upon the recording hereof. Declarant further intends to and shall convey the common areas to the Association free and clear of all encumbrances prior to the conveyance of the first lot located on the property. The common areas shall be held, transferred, sold, conveyed, managed and occupied subject to the covenants, restrictions, easements, charges, liens and assessments of this Declaration, the Lower Salford Township Zoning Ordinance, the Lower Salford Township Subdivision and Land Development Ordinance, and the plan and all terms and conditions of the approval thereof.

**ARTICLE III - THE ASSOCIATION**

1. **Affairs of the Association.** The Association shall be organized as a non-profit corporation under the laws of the Commonwealth of Pennsylvania and shall be charged with the duties and empowered with the rights, and its affairs shall be governed, as set forth in its Articles of incorporation, its bylaws and this Declaration.

2. **Membership.** Every person who is a record owner of any lot which is subject by this Declaration to assessment by the Association shall be a member of the Association. Each membership shall be appurtenant to, and not be severable from, ownership of a lot, and shall be held in the name of the record owner of said lot, whether or not such lot is owned jointly, in common or in any other form of tenancy. Each lot shall have one, and only one, membership regardless of the number of co-tenants, joint tenants or tenants by the entirety holding an interest in said lot. In the event that a member of the Association should lease his lot to another person then, and only in that event, the Lessee shall be entitled to all of the privileges of membership in the Association except that the owner will still be responsible for payment of all assessments and will still be entitled to the vote allocated to the particular lot in question.

3. **Duration of Membership.** Each membership shall initially continue upon the recording of this Declaration. Thereafter, membership shall be transferred to each successive record owner of the lot as of the time of the completion of settlement for the conveyance of the lot to a new owner.

4. **Voting Rights.** The Association shall have two classes of voting membership.

**Class A.** Class A members shall be all owners excepting the Developer and excepting any other person or entity which acquires title to all or a substantial portion of the properties for the purpose of developing the properties. Class A members shall, be entitled to one vote for each lot in which they hold the interest required for membership by Article III Section 2 of this Declaration. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot.

**Class B.** Class B members shall be the Developer, its heirs and assigns. Class B members shall be entitled to 179 votes. The Class B membership shall cease and be converted to Class A membership when seventy-five (75%) of the units are deeded to homeowners, or on December 31, 1997, whichever shall first occur. When a purchaser of an individual lot takes title thereto from the Developer, said purchaser becomes a Class A member and the membership of the Developer with respect to such lot (2 votes) shall cease. In the event the Developer should lease any lot in the development to another person, then at the time the tenant takes possession, the membership of the Developer with respect to such lot shall convert to Class A membership, and its Class B membership shall be decreased by 2 votes.

**5. Board of Directors.** The Association shall have a Board of Directors comprised of five (5) persons elected annually by a vote of the members. Notwithstanding the immediately preceding sentence, after the Association is formed and for so long as the Declarant retains ownership of ten (10) or more lots located on the property, Declarant shall be entitled to appoint five (5) of the Directors of the Association. On or before 120 days from the issuance of the Certificate of Occupancy for the last remaining lot, the Directors appointed by the Declarant shall resign their position, and the Association shall elect from its membership five (5) new Directors. The Board of Directors shall be responsible to conduct the business of the Association.

**6. Powers of the Association.** The Association shall have the power and right to:

- a. To own, operate, maintain, repair, restore, manage and improve all common areas deeded to it; and,
- b. To determine its own expenses and necessary reserves and to raise all monies required therefore by levying upon and collecting assessments against the members and the lots; and,
- c. To establish, promulgate, amend, repeal, distribute, approve, reject, and enforce rules and regulations governing the use and occupancy of the common areas and the property in general; and,
- d. To commence, prosecute, defend and settle litigation for or against the Association, and to satisfy any adverse judgment entered against it, and to collect any judgment entered in its favor; and,
- e. To otherwise perform and conduct all duties and powers imposed upon or granted to it by this Declaration, the bylaws or any other document relating to the Association or by the Lower Salford Township Zoning Ordinance, the Lower Salford Township Subdivision and Land Development Ordinance.

**7. Duties of the Association.** The Association shall have the following duties and obligations:

- a. To maintain all common areas owned by it, including stormwater management facilities in good repair and condition and shall make all repairs, restorations and improvements necessary to so maintain the common areas; and,
- b. To make, or provide for, all capital improvements to the common areas; and,
- c. To take and carry out all actions reasonably necessary and proper to enforce the provisions of this Declaration; and,
- d. To secure and maintain policies of liability insurance insuring against its liability as owner and operator of the common areas, and
- e. To perform any and all other acts necessary or proper to carry out any of the duties and obligations of the Association.

**ARTICLE IV - PROPERTY RIGHTS IN THE COMMON AREA**

1. **Owners' Easements of Enjoyment.** Subject to the provisions of Section 2 of this Article IV, every owner, his family, successors, guests, licensees and invitees shall have a right and easement of enjoyment in and to the common areas and such easements shall be appurtenant to and shall pass with the title to each lot.

2. **Extent of members' easements.** The rights and easements of enjoyment created in Section 1 above shall be under and subject and subordinate to the following:

- A. The rights of the Association, in accordance with its Articles of Incorporation and bylaws, to borrow money for the purpose of improving the common areas;
- B. The right of the Association to take such steps as are reasonably necessary to protect the common areas from foreclosure;
- C. The right of the Association, as may be provided for in its bylaws and/or any resolution, to suspend the enjoyment rights of any member for' any period during which his assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations;
- D. The right of the Association to annex additional properties, dedicate, transfer, convey and/or mortgage all, or any part, of the common areas owned by it to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by the members, provided, however, that such purposes and use shall not interfere with the use of the land as open space. No such dedication or transfer shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the vote of the membership has been recorded, approving such dedication or transfer and unless written notice of the proposed action is sent to every member, and Lower Salford Township at least sixty (60) days in advance of taking any action and Lower Salford Township has given written approval of said transfer. No such annexation, dedication and/or transfer shall be effective unless the prior written approval of the U.S. Department of Housing and Urban Development / Veterans's Administration is obtained for as long as there is a Class B membership; and
- E. The right of the Declarant, for so long as Declarant owns at least one (1) lot and of the Association, to grant and reserve easements and rights-of-way through, under, over, and across the common areas and appurtenances for public or private water, sewer, drainage, fuel oil, gas, and other utilities, and for use during construction by Declarant, or any successor Declarant, of improvements, of any kind, on the property, which easements and/or rights-of-way shall not interfere with the use of land as common areas, and provided further that the Declarant or the Association has secured written approval of Lower Salford Township prior to granting a reservation of easements or rights-of-way as described in this paragraph. Further, the Declarant reserves the right to dedicate to Lower Salford Township the bike path/pedestrian trail as shown on the plans to the

Township, to be maintained by the Township and for the benefit of the Township residents.

- F. The right of the Association to enter upon any lot for the purpose of maintenance, restoration or repair in accordance with Article VI Section 5 of this Declaration.

**ARTICLE V - EASEMENT TO LOWER SALFORD TOWNSHIP**

1. **Pedestrian Walkway.** Declarant further grants and conveys unto Lower Salford Township, its successors and assigns, a perpetual, non-exclusive easement and right-of-way over the 8 ft. wide bike path/pedestrian trail as shown on the plan for the placement and construction of a pedestrian walkway for public use. A true and correct copy of the separate easement agreement relating to the pedestrian walkway is attached hereto and made a part hereof as Exhibit "C". The Association shall remain responsible for all maintenance of the common areas excepting that Lower Salford Township shall have sole responsibility for the maintenance and repair of the pedestrian walkway.

**ARTICLE VI - COVENANTS FOR DUES AND ASSESSMENTS**

1. **Creation of the lien and personal obligation.** Declarant, as title owner of the property at the date hereof, hereby covenants and agrees on its behalf and on behalf of its successors and assigns, which covenant and agreement shall be deemed to run with the land, (1) that hereafter each owner of a lot shall pay to the Association, and shall be and remain directly and personally liable for such payment to the Association therefore, all assessments, whether annual, special or maintenance as each is hereinafter defined, fixed, established and collected by the Association from time to time pursuant to the terms of this Declaration or the bylaws of the Association and, (2) that the respective lot owned by each owner shall be subject to an interim charge and continuing lien upon and against it for the payment of said annual, special or maintenance assessments and any interest or penalties thereon and all costs of collection thereof. Each owner, by acceptance of title to his or its lot, whether or not it shall be so expressed in any deed or other method of transfer, shall be deemed by said acceptance to covenant and agree to pay the Association all assessments chargeable to the said lot and owner as set forth herein.

2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the discharge of the powers and duties of the Association and for the purpose of promoting the recreation, health, safety and welfare of the residents in the properties and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and relating to the use and enjoyment of the common areas, including, but not limited to, the payment of taxes and insurance thereon, and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

3. **Annual assessments.** Commencing with the conveyance of the first lot to an owner and until December 31, 1997, the annual assessment, which must be fixed at a uniform rate for all members and apportioned between successive owners of the same lot at settlement thereon, shall be at the annual rate of NINE HUNDRED TWELVE DOLLARS (\$912.00). Regardless of the number of lots owned by Declarant, or a successor Declarant, neither Declarant and/or any successor Declarant nor any

of Declarants' or successor Declarants' lots shall be subject to either an annual or special assessment prior to December 31, 1997. On and after December 31, 1997, the annual assessment may be increased or decreased, as hereinafter provided, for the next succeeding year, and, at the end of each year, for each succeeding year. The Board of Directors of the Association shall annually establish the actual amount of the annual assessment taking into consideration the amount to maintain and operate the common areas and facilities of the Association and to provide for a capital reserve fund for the future needs of the Association.

4. **Special assessments.** In addition to the annual assessment authorized by Section 2 of this Article VI, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common areas including the necessary fixtures and personal property related thereto, or for any insufficiency in the annual assessment to cover actual costs as described in Section 3 above, which still remains unpaid. No special assessment shall be made for the construction of any capital improvement unless that assessment shall be approved by a vote of two-thirds (2/3) of the then existing membership voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. All special assessments must be fixed at a uniform rate for all lots.

5. **Maintenance assessments.** In addition to the annual assessments and special assessments authorized by Sections 2 and 3 of this Article VI, the Association may levy a special assessment against a lot owner for the purpose of recovering costs expended by the Association for the maintenance, restoration or repair of any lot or the exterior of any home situate on any lot if, after notice from the Association, any lot owner fails to properly maintain, restore or repair his lot or house erected thereon. After thirty (30) days written notice, the Association, its agents, servants and/or employees or subcontractors, may enter onto said lot and perform such maintenance, restoration or repair or contract with independent parties for the maintenance, restoration or repair and the cost of which shall be added to and become a part of the annual assessment of which said lot is subject. The Association or its agents, employees or contractors shall not be liable for any damage which may result from any maintenance; restoration. or repair work performed hereunder.

6. **Payment of assessments.** All annual assessments shall be levied on or before January 1st of each year and shall be due and payable by each member in equal monthly installments commencing January 1st and the first day of each month thereafter. All special assessments shall be due and payable thirty (30) days from the date that they are levied unless the Board of Directors shall designate a later date or permit payment by installments in the Resolution authorizing such assessment. No annual or special assessment, or pro rata portion thereof, shall be returned or refunded upon the transfer of membership. The failure to pay any assessments under this article shall not constitute a default under any insured mortgage.

7. **Duties of the Board of Directors.** The Board of Directors of the Association shall, subject to the requirements of Section 6 above, fix the date of commencement and the amount of each assessment levied against each member and shall, at that time, prepare a roster of the members and assessments applicable thereto, which shall be kept in the Office of the Association and shall be open to inspection upon request by any member. Written notice of the assessment shall

thereupon be sent to every member subject thereto. The Association, shall, upon demand at any time, furnish to any member, liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth that the assessment has been paid. Such certificate shall be prima facia evidence of payment of any assessment therein stated to have been paid. All assessments shall be collected by the Board of Directors, mortgagees are not required to collect any such assessments.

8. **Payment of and delinquent assessments.** If any assessment is not paid on the date when due as specified in Section 6 above, then such assessment shall be deemed delinquent and shall, together with interest thereon and the cost of collection thereon, as are hereinafter provided, be deemed an incumbrance upon the lot and shall be enforceable against the owner thereof and his successor in title until said assessment, interest, cost of collection and all other costs are paid in full. Nothing herein contained shall be deemed to relieve the owner of the lot at the time the assessment becomes due and payable from personal liability thereon and in this regard the Association may transfer or assign the right to pursue collection thereof to any successor in interest to such lot provided such successor first cures the assessment delinquency. In the event an assessment is not paid within thirty (30) days of the date of delinquency, the assessment shall bear interest from the date of delinquency at the rate of one percent (1%) per month, and the Association may bring legal action against the owner/member personally obligated to pay the same or may enforce or foreclose the lien, against the lot; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney fee together with the costs of the action.

9. **Subordination of the lien to mortgages and municipal liens.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages or municipal liens now or hereafter placed upon the lot subject to assessment.

10. **Exempt property.** The following properties subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) All properties dedicated to and accepted by a governmental body, agency or authority, and devoted to public use; (b) All common areas as defined in Article I Section C hereof.

#### **ARTICLE VII - PARTY WALLS OR PARTY FENCES**

1. **General Rules of Law to Apply.** To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to each party wall or party fence which is built as part of the original construction of the homes upon the Properties and any replacement

In the event any portion of any structure, as originally constructed by the Declarant, including any party wall or fence, shall protrude over an adjoining lot, such structure, party wall or fence shall not be deemed to be an encroachment upon the adjoining lot or lots, and Owner shall neither maintain any action for the removal of a party wall or fence or projection, nor any action for damages. In the event there is a protrusion as described in the immediately preceding sentence, it shall be deemed that said Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection, party wall or fence. The foregoing shall also apply to any

replacements of any structures, party walls or fences if same are constructed in conformance with the original structure, party wall or fence constructed by the Declarant. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of these covenants and restriction.

2. **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall or party fence shall be shared equally by the Owners who make use of the wall or fence in proportion to such use.

3. **Destruction by Fire or Other Casualty.** If a party wall or party fence is destroyed or damaged by fire or other casualty, any Owner who has used the wall or fence may restore it, and if the other Owners thereafter make use of the wall or fence, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4. **Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. **Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

#### **ARTICLE VIII - ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected, maintained, or restored upon the Properties, nor shall any exterior change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. This Article shall not apply to Declarants during the course of initial development.

#### **ARTICLE IX - RESTRICTIONS**

1. **Use and Structures.** No Lot shall be used other than for residential purposes, including uses accessory thereto, as permitted by the applicable Lower Salford Township Zoning Ordinance. No building shall be erected, altered, placed, or permitted to remain on any lot other than one attached single family dwelling of the same dimensions as the house originally constructed on the lot by the Declarant. No detached garage, carport, doghouse or accessory building may be erected. No attached addition to the dwelling may be erected. No dwelling or any part thereof shall be used for any purpose except as a private dwelling for one family, nor shall any business of any kind be conducted therein. A business shall be defined to also include those uses commonly known as accessory uses in the applicable Zoning Ordinance. No motor vehicle other than a private passenger

vehicle shall be parked on any parking space in residential areas. No business or trade of any kind or noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No boat, trailer, tent, shack or other such structure shall be located, erected or used on any lot, temporarily or permanently. No sign of any kind shall be displayed to the public view on any dwelling or lot except a one-family name sign of not more than 75 square inches, or one temporary sign of not more than 5 square feet, advertising the property for sale or rent. No such sign shall be illuminated.

2. **Trash removal.** Garbage and rubbish shall not be dumped or allowed to remain on any lot. The Board of Directors shall contract on behalf of the Association for trash removal for all members of the Association and the collection of trash shall be in accordance with the regulations of the collecting agency and its contract with the Association as may be determined from time to time.

3. **Laundry lines.** Laundry poles and lines outside of houses are prohibited except that one portable laundry dryer, not more than 7 feet high, may be used in the rear yard of each dwelling, and such dryer shall be removed from the outside when not in actual use.

4. **Lawn mowing.** The Association shall enter into an annual contract for the lawn maintenance and landscaping of all common areas of the Association.

5. **Antennae.** No radio, television, similar tower or antennae, or satellite dish shall be erected on any lot or attached to the exterior of any dwelling unless written application therefore is submitted to the Board of Directors and written approval granted therefor.

6. **Snow removal.** The Association shall contract annually for the snow plowing of all roads and/or parking areas which are not dedicated to Lower Salford Township. Notwithstanding the foregoing, each unit owner shall be solely responsible for snow and ice removal from the driveway of each unit. The individual lot owner shall be responsible for the shoveling of snow on the entrance walk from the door of his house. Such snow removal shall be made within 24 hours after the end of each snow fall.

7. **Utility and drainage facilities.** All areas designated on the plans as utility and/or drainage facilities, including retention basins, shall be used solely for this purpose. There shall be no further subdivision of such areas. All landscaping within these areas, whether natural or installed, shall be maintained by the Association.

8. **Easements.** Perpetual easements for the installation and maintenance of sidewalks, sewer, water, gas and drainage facilities, for the benefit of the adjoining land owners and/or the municipality and/or municipal or private utility companies ultimately operating such facilities, are hereby reserved. Also, easements in general in and over each lot for the installation and maintenance of electric, gas and telephone facilities are similarly reserved herein. If ingress or egress to any residence is through the common area, any conveyance or encumbrance of such area shall be subject to the lot owner's easement for ingress or egress.

**ARTICLE X - GENERAL PROVISIONS**

1. **Duration and Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, perpetually unless an instrument signed by the then Owners of two-thirds of the Lots and approved by Lower Salford Township has been recorded, agreeing to change said covenants and restrictions in whole or in part. No changes or amendments to the Covenants and Restrictions can be made without the prior express written consent of U.S. Department of Housing and Urban Development / Veteran's Administration as long as there is a Class B membership. Provided, however, that no such agreement to change shall be effective unless made an recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

2. **Notices.** Any notice required to be sent shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of 'the Association at the time of such mailing.

3. **Enforcement.** The Association, or any Owner, shall have the right to enforce these covenants and restrictions by and proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Lot violating these covenants and restrictions, and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

4. **Severability.** Invalidation of any one of these covenants or restricts by judgment of court shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

5. **Amendments of Subdivision Plan.** Developers hereby reserve the right to alter or amend the recorded subdivision plan, upon approval of the Board of Supervisors of Lower Salford Township. Any amendment or alteration shall be minimal and only as is required by sound engineering practice. A final plan shall be recorded prior to conveyance of Common Areas to the Association. No change in the number of Lots shall be made.

IN WITNESS WHEREOF, the Declarant hereto has caused this Declaration to be executed this \_\_\_\_\_ day of October, A.D., 1996.

By: \_\_\_\_\_  
Partner, T.H. PROPERTIES

By: \_\_\_\_\_  
Partner, T.H. PROPERTIES