

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR NEWTOWN GRANT

THIS DECLARATION, made this 11th day of NOV, 1985, by FPA Corporation, a Delaware corporation, hereinafter referred to as the "Declarant."

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

Declarant is the owner of certain real property in Newtown Township, Bucks County, Pennsylvania, which presently consists of approximately 486 acres of land together with certain improvements thereon and which is more particularly described in Exhibit A attached hereto and made a part hereof (herein referred to as the "Entire Tract"); and

Declarant proposes to develop a residential community upon the Entire Tract, or portions thereof and additions thereto, which is to be known as "Newtown Grant" (herein called the "Community") and is intended to ultimately contain Homes of various types, together with a clubhouse, recreational facilities, streets, roads, buildings and other structures for the benefit of the Community and its residents. The Entire Tract and the initial phases (subject to change) are shown preliminarily in Exhibit B attached hereto and made a part hereof; and

Declarant intends to develop initially and submit to the provisions of this Declaration those portions of the Entire Tract substantially as shown on Exhibit B as Phase 1 S.F. and Phase 1 T.H. and described in Exhibit C attached hereto and made a part hereof (hereinafter referred to as the "Property"); and

The Entire Tract may contain parcels with residential buildings which Declarant intends to subject to the condominium form of ownership pursuant to the provisions of the Pennsylvania Uniform Condominium Act (P.C.S. 68:3101 et seq.); parcels with Homes which Declarant intends to hold for rental; and parcels with Homes which Declarant intends to subject to a parcel (cluster) homeowners' association; and

Owners will be members of such associations created in each parcel or cluster as well as the Homeowners' Association for the entire Community; and

Declarant desires to provide for the preservation and maintenance of the common areas and facilities and the providing of services to the owners of Homes to be constructed upon the Property, and to this end, desires to subject all of the Property hereinbefore described to the covenants, conditions, restrictions, easements, assessments, obligations,

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charges and liens, hereinafter set forth, each and all of which is and hereby are declared to be for the purpose of protecting the value and desirability of the Property, for the benefit of said Property and each and every Owner of any and all portions thereof; and

Declarant has deemed it advisable to create an agency to which shall be delegated and assigned the power and authority (i) to administer and enforce the covenants and restrictions governing all of the Property; (ii) to collect and disburse all assessments and charges deemed necessary for such administration and enforcement; (iii) to operate and maintain the recreational and clubhouse facilities and other Common Property, if any, within the Community which are to be owned by the Homeowners' Association, it being understood that separate facilities may be owned by cluster associations for the benefit of Owners of Homes in a parcel or cluster; and (iv) to perform such other services as may be required pursuant hereto or deemed desirable to benefit the residents of the Community all as hereinafter provided; and

Declarant has incorporated or will cause to be incorporated under the laws of the Commonwealth of Pennsylvania, a nonprofit corporation known or to be known as THE NEWTOWN GRANT HOMEOWNERS' ASSOCIATION (herein called the "Homeowners' Association") as the agency to perform the functions for the entire Community aforesaid, all of which are hereinafter more fully set forth; and

Declarant intends to construct a clubhouse and certain other recreational facilities to be located within certain portions of the Community (herein called the "Association Recreation Area") and to convey title to the same to the Homeowners' Association, together with other Common Property now or hereafter subject to this Declaration, if any, at the times and in the manner set forth below. Declarant intends to construct such recreation facilities in phases dependent upon the number of Homes constructed.

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations and liens hereinafter set forth in this Declaration.

ARTICLE I

Definitions

The following words and terms when used in this Declaration or any Supplemental Declaration or Cluster Declaration (unless the context clearly shall indicate otherwise) shall have the following meanings:

(a) "Apartment Cluster" shall mean and refer to a Cluster of Homes held by Declarant for rental.

(b) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of The Newtown Grant Homeowners' Association, together with any and all amendments thereto from time to time.

(c) "Association Recreation Area" shall mean and refer to such areas designated herein or as shall be designated from time to time as such by Declarant in a Supplementary Declaration duly recorded in Bucks County, such areas and the facilities and improvements therein and thereon to be part of the Common Property owned by the Homeowners' Association, substantially as shown on Exhibit B, attached hereto and made a part hereof.

(d) "Board" or "Board of Directors" shall mean, refer to and be the Board of Directors of the Homeowners' Association.

(e) "Building" shall mean and refer to any structure consisting of one or more Homes.

(f) "By-Laws" shall mean and refer to the By-Laws of the Homeowners' Association, together with all amendments thereto from time to time.

(g) "Cluster" shall mean and refer to a group of Lots and/or Homes made subject to the provisions of a Supplementary or Cluster Declaration.

(h) "Cluster Declaration" shall mean and refer to a document filed of record establishing a condominium or homeowners' association with regard to a Cluster. Such an association is referred to herein as a "Cluster Association" and its executive board or board of directors is referred to herein as a "Cluster Board."

(i) "Cluster Common Elements" shall mean and refer to all areas, improvements and facilities subject to a Cluster Declaration other than the Lots and Homes in the Cluster.

(j) "Common Property" shall mean and refer to the Association Recreation Area and other land and improvements owned or to be owned by the Homeowners' Association, if any, for the common use and enjoyment of the Members. No land or improvements other than the Association Recreation Area are currently expected to be part of the Common Property. No portion of the commercial site, fire station site (if any) and any of the improvements or facilities located thereon shall be included in the Property or Common Property. The Common Property at the time of conveyance of the first Home is shown on Exhibit B and described in Exhibit E attached hereto and made a part hereof. The Entrance Easement Areas and Buffer

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Easement Areas described in Article IX shall be deemed to be part of the Common Property, although title to the same shall remain in the Owners of the Lots on which such Areas are located. All roads and street lights installed on the Property are expected to be dedicated to the Township of Newtown except for roads in Phase 1 - Condominium Apartments, which shall be maintained, repaired and replaced and snow and ice removed therefrom by the Cluster Association as Cluster Common Elements.

(k) "Community" shall mean and refer to any portion of the Entire Tract which has been subjected or which Declarant intends to subject to the provisions of this Declaration.

(l) "Condominium Cluster" shall mean and refer to a Cluster of Condominium Units.

(m) "Condominium Unit" shall mean and refer to any individual dwelling unit duly established as part of a condominium regime by the recording of a Declaration of Condominium in Bucks County pursuant to the Pennsylvania Uniform Condominium Act.

(n) "Covenants Committee" shall mean the Committee established by the Board pursuant to the By-Laws to administer for the Homeowners' Association certain restrictions, rules and regulations in accordance with requirements and guidelines contained in the Declaration, By-Laws or rules and regulations or as otherwise adopted by the Board.

(o) "Declarant" shall mean and refer to FPA Corporation, a Delaware corporation, its successors and assigns.

(p) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and all Exhibits hereto, as the same may now exist or hereafter be amended or supplemented.

(q) "Delegate" shall mean and refer to the duly elected representative of the Owners within a Cluster who such Delegate has been assigned to represent in the election of members of the Board of Directors.

(r) "Entire Tract" shall mean and refer to the lands described in Exhibit A hereof or any other lands which may ultimately be lawfully subjected to the provisions of this Declaration.

(s) "Homeowners' Association" or "Association" shall mean and refer to THE NEWTOWN GRANT HOMEOWNERS' ASSOCIATION, a Pennsylvania nonprofit corporation, its successors and assigns.

(t) "Homeowners' Association Expenses" shall mean all expenses including reserves incurred by or assessed by the Homeowners' Association or its Directors, officers, agents, or

employees in the performance of their responsibilities, duties or powers.

(u) "Home" shall mean and refer to any individual residential dwelling unit (including single detached units, townhouse units, apartment units, condominium units, etc.), and the Lot upon which same is located, regardless of the form of ownership.

(v) "Lender" shall mean and refer to the record owner of a mortgage loan which encumbers any Home.

(w) "Lot" shall mean and refer to any Lot shown on any approved final subdivision plat of any portion of the Property which is now or hereafter subject to this Declaration, which Lot is intended to be developed with one or more Buildings.

(x) "Member" shall mean and refer to all those Owners of Homes or Lots who are Members of the Homeowners' Association as provided in the Articles of Incorporation.

(y) "Owner," "Home Owner," "Lot Owner," or "Unit Owner," shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Home or Lot.

(z) "Participating Mortgagee" shall mean and refer to the holder of a first mortgage lien encumbering a Home who has requested the Association to notify them of any proposed action that requires consent of a specified percentage of Participating Mortgagees. *

(aa) "Property" shall mean and initially refer to those real property premises as more fully described in Exhibit C (Phase 1-S.F. and Phase 1-T.H), together with any lands or premises shown on any final subdivision plats within the Entire Tract which may hereafter be lawfully subjected to the provisions of this Declaration by the filing of a Supplementary Declaration pursuant to Article II below. No portion of the commercial site or facilities shall be included. Roads dedicated to the Township and an area to be used for a fire station, if any, shall not be included.

(bb) "Single Home Cluster" shall mean and refer to a Cluster of single, detached Homes,

(cc) "Single Housekeeping Unit" shall mean and refer to a group of one or more persons each related by blood, marriage or legal adoption, or a group of one or more (but not more than four) persons not so related, who maintain a common household in a Home.

(dd) "Supplementary Declaration" shall mean and refer to a document filed of record pursuant to the provisions of Section 2 of Article II of this Declaration.

*Participating Mortgagee shall also include Chase Manhattan Bank, N.A., so long as Chase Manhattan holds a mortgage lien encumbering the tract.

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(ee) "Townhouse Cluster" shall mean and refer to a Cluster of townhouses.

ARTICLE II

Property Subject to This Declaration

Section 1. Existing Property. The Property, including every Home, Lot and all Common Property now or hereafter expressly subjected to this Declaration, is and shall be held, transferred, sold, conveyed, leased and occupied, subject to this Declaration and all amendments or supplements hereto. The Property which is described in Exhibit "C" and consists initially of Phase 1-S.F. and Phase 1-T.H. is hereinafter referred to as the "Existing Property."

Section 2. Additions to Existing Property.

(a) Additional real estate may be annexed to and become subject to this Declaration as part of the Property in the following manner:

(1) Upon the written approval of Members entitled to cast at least 67% of the votes of all Members other than Declarant, the owner of any real property who desires to annex such real property to the scheme of this Declaration may accomplish such annexation by the recordation of a Supplementary Declaration as provided for below.

(2) Notwithstanding the provisions of subparagraph (a)(1) of this Section 2, all or any portion of the Entire Tract may, from time to time and at any time hereafter until the expiration of ten (10) years after the date of the recording of this Declaration, be annexed to the scheme of this Declaration by Declarant without the consent of the Association or its Members or any other person or party by the recordation of a Supplementary Declaration as provided for below. Nothing herein shall mean that Declarant must develop the Property, the Entire Tract or any portions thereof. It is understood that the Declarant shall be free to develop or not develop various portions or sections of the Entire Tract as part of the Property or otherwise, without regard to the relative location of such portions or sections and that it shall not be required to follow any predetermined sequence or order of improvement and development.

(b) The additions authorized pursuant to subparagraphs (1) and (2) of Section 2(a) shall be effectuated by the recordation of a Supplementary Declaration of Covenants, Conditions and Restrictions (hereinafter referred to as a "Supplementary Declaration"). The Supplementary Declaration shall be executed by the owners of the real property sought to be annexed to the

scheme of the Declaration by the recordation thereof and, in the event annexation is accomplished pursuant to subparagraph (1) of Section 2(a), shall have attached thereto the written consents of the Members (excluding Declarant) as required by said subparagraph (1) or a certificate of such consents having been given, signed by an officer of the Homeowners' Association. The holders of any mortgages or other liens to which the Property or any portion thereof (other than the real property sought to be annexed) shall be subject and which mortgages were created after the recording of this Declaration shall not be required to consent to such annexation.

(c) The Supplementary Declaration shall describe the real property to be annexed to the scheme of this Declaration and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing the property described in the Supplementary Declaration to the scheme of the Declaration and extending the jurisdiction of the Homeowners' Association to cover the property so described in such Supplementary Declaration. The Supplementary Declaration may contain such complementary additions and modifications to this Declaration as may be necessary to reflect the different character, if any, of the real property being annexed and as are not inconsistent with the general scheme of this Declaration. A Supplementary Declaration may also be a Cluster Declaration as described in Section 3 below. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants, conditions, restrictions and agreements established by this Declaration with regard to any real property subject to this Declaration prior to the recordation of such Supplementary Declaration. Any Supplementary Declaration recorded in accordance with the terms hereof shall be conclusive in favor of all persons who rely thereon in good faith. From and after recordation of any Supplementary Declaration in accordance with the provisions hereof, the real property described therein shall be part of the Property subject to the provisions of this Declaration and the jurisdiction of the Association pursuant to the terms of this Declaration, the By-Laws and the Articles.

(d) The real property annexed pursuant hereto shall constitute legally subdivided parcels. However, Homes in such parcels will be developed in smaller construction phases.

Section 3. Cluster Declarations.

(a) The Owners of any Lots or Homes may submit the same to a Cluster Declaration relative to the establishment of Cluster Common Elements (including Cluster recreation facilities), establishment of a Cluster condominium or homeowners' association and provision for a Cluster architectural control procedure, Cluster use and occupancy restrictions, repair and maintenance of Homes and Lots and improvements within the Cluster, easements, reconstruction of any damaged or destroyed

improvements, and other matters of common concern of the Owners of the Homes and Lots in any such Cluster. The group of Homes and Lots so made subject to such a Cluster Declaration is herein sometimes referred to as a Cluster.

(b) Any such particular Cluster Declaration shall be binding upon and affect only Lots and Homes whose Owners execute and acknowledge such particular recorded document and then only to the extent not inconsistent with the provisions of this Declaration; provided, however, a Cluster Declaration may delegate or provide for the Cluster Association to delegate from time to time certain duties and obligations of the Cluster Association to the Board of Directors of the Homeowners' Association and the Board shall accept and assume delegated responsibilities to the extent they concern only the maintenance, operation and administration of the property in the Cluster. Except for enforcement against violators, such delegation shall not include administration of architectural control or similar enactment and administration of restrictions and regulations applicable to the Cluster.

(c) A Cluster Declaration may be amended only in the manner provided for by such Cluster Declaration.

(d) In the event there exists a mortgage lien on a particular Lot or Home which was recorded prior to the recording date of such Cluster Declaration, any such Cluster Declaration shall be effective as to such particular Lot or Home only upon the filing of record of an approval of such Cluster Declaration by the holder of such mortgage; provided, however, such approval shall not be required for a Condominium Cluster Declaration.

(e) Except as provided in subparagraph (d) above, such Cluster Declaration and any amendment thereto shall become effective immediately upon proper recordation in the office of the Recorder of Deeds for Bucks County of an instrument complying with the requirements of this Section. Any attempt to amend the provisions of the Cluster Declaration other than as heretofore provided shall be null and void and of no effect.

ARTICLE III

Property Rights in the Property

Section 1. Easement of Enjoyment of Common Property.
Subject to the provisions of this Declaration, the Articles of Incorporation, By-Laws and the rules and regulations of the Homeowners' Association, every Member shall have a right and easement of enjoyment in and to the Common Property and such easement shall be appurtenant to and shall pass with the title to every Home and Lot.

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Section 2. Title to Common Property. Declarant shall convey to the Homeowners' Association title to the Common Property prior to Declarant's conveyance of the first Home to a purchaser other than a successor Declarant. Such conveyance shall be without consideration and free and clear of all liens and encumbrances. The Homeowners' Association shall be obligated to accept such conveyance and shall properly operate and maintain the Common Property in accordance with this Declaration and the By-Laws.

Declarant intends to construct the recreational facilities in phases dependent upon the number of Homes constructed partly in order to prevent an unnecessary economic burden on early Owners of Homes. Declarant reserves the right to construct such facilities and to add additional recreational facilities in the Association Recreation Area at any time, even after title has been conveyed to the Homeowners' Association, so long as Declarant continues to develop Homes on portions of the Entire Tract. Declarant also reserves the right to convey to the Homeowners' Association title to additional land if necessary to close any minor gaps attributable to the final location of roads abutting the Association Recreation Area.

Declarant reserves the right to transfer, convey or dedicate to a local municipality approximately 2 acres of land located at the northern boundary of the Association Recreation Area and situated so as not to unreasonably interfere with the use and enjoyment of the recreational facilities in the Association Recreation Area.

The Homeowners' Association may not alienate in any way or manner the Common Property and amenities thereon without the prior approval, inter alia, of Participating Mortgagees holding mortgages on 67% of the Homes; provided, however, this provision shall not be applicable with regard to easements for utilities, sewer, storm and sanitary, road, right-of-way deeds and any other conveyances for dedication to the public.

Section 3. Extent of Easements; Additional Easements. The Property and rights and easements of enjoyment created hereby shall be subject to the following easements:

(a) Every Owner shall have a perpetual and nonexclusive easement in, over and through the Common Property and to use the roads, walks and other common facilities therein for their intended purposes, subject to the right of the Homeowners' Association as provided in the By-Laws to promulgate rules and regulations for the use and the enjoyment of the Common Property or to suspend the enjoyment of the Association Recreation Area and voting rights of any Member for any period during which any assessment, interest or penalty charge (herein sometimes collectively referred to as "assessment") remains unpaid, or for any period up to sixty (60) days for any infraction of its published rules and regulations, it being understood that any suspension for either nonpayment of any

assessment or a breach of the rules and regulations of the Homeowners' Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment or otherwise perform his other obligations. When any Owner is not in occupancy, such easement shall be solely for the benefit of the permanent occupants of the property of such Owner and not the Owner or his invitees;

(b) The right of the Homeowners' Association to charge admission, membership and other fees for the use of the Association Recreation Area, provided, however, that during the period of control of the Homeowners' Association by Declarant, no fees may be charged to Owners or occupants for the general use of the Association Recreation Area, without the consent of Members entitled to cast at least 67% of the votes in the Association other than Declarant. The above provision shall not limit the obligation of Home Owners to pay assessments for Homeowners' Association Expenses nor limit the right of the Association to charge fees of any kind to those not residing in the Community and charge anyone (including Owners and occupants) fees for use of specific facilities. The Homeowners' Association may limit the use of the Association Recreation Area to the Single Housekeeping Unit residing in a Home. The Homeowners' Association may also require that specific additional charges be paid on a nondiscriminatory basis by anyone (including Owners and occupants) for special services and (if permitted by the Association) private or special use of facilities. For example purposes only and without intent to limit the application of the term "special services," such term shall include the following to the extent available: athletic and other instruction, organized group activities, attendance at special events, cultural services and organized social events;

(c) The right of the Homeowners' Association, in accordance with its Articles and By-Laws and only with the consent of Members entitled to cast at least 67% of the votes in the Association other than votes of Declarant, to borrow money for the purpose of improving the Common Property and facilities and in aid thereof to mortgage said Property or assign as security a portion of the income thereof, provided that the rights of the holder of such mortgage shall at all times be subordinate to the rights of the Owners under this Declaration;

(d) The right of the Homeowners' Association to dedicate or transfer all or any part of the Common Property to any municipal, County, State, Federal or other public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed upon by the Members, provided that no such dedication, transfer, or determination as to the purposes of or as to the conditions of such dedication or transfer shall become effective unless such dedication, transfer and determination as to purposes and conditions thereof shall be authorized by the vote in person or by proxy

of at least 67% of the aggregate votes held by all Members of the Homeowners' Association in good standing, and unless written notice of the proposed resolution authorizing such action is sent to every Member at least thirty (30) days in advance of the scheduled meeting, at which such action is to be taken. A true copy of such resolution together with a certificate of a result of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Homeowners' Association, and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property, prior to the recording thereof in Bucks County. Such certificate shall be conclusive evidence of authorization by the membership;

(e) The following easements all of which are hereby reserved for the Declarant, its successors and assigns:

(1) A blanket and non-exclusive easement in, upon, over, under, through and across the Common Property and Cluster Common Elements not within a Building for as long as the said Declarant, its successors and assigns, shall be engaged in the construction, development, operation or sale of Homes or Lots, or other Buildings within the Community or on property adjacent thereto, or the completion or expansion of the facilities in the Association Recreation Area, which easement shall be for the purpose of construction, installation, maintenance and repair of existing and future Buildings, improvements and appurtenances thereto, whether located upon the Property or elsewhere within the Community or on property adjacent thereto, the movement, storage and use of equipment to accomplish the same, for ingress and egress to (but not inside) all Homes and Lots and for the use of all roadways, parking areas, walkways, existing and future model Homes, Lots and Common Property for sales promotion and exhibition. In addition, Declarant hereby reserves the irrevocable right to enter into, upon, over or under any Home or Lot for a period of two (2) years after the date of delivery of the Deed for such purposes as may be reasonably necessary for the Declarant or its agents to complete the Community, service any Home therein and perform its warranty obligations, provided that notices of entry are made in advance and that such entry is at a time reasonably convenient to the Owners. In case of an emergency, such right of entry shall be immediate whether the Owner is present at the time or not.

(2) A blanket and non-exclusive easement in, upon, over, under, across and through the Property for the purpose of installation, maintenance, repair and replacement of (i) all sewer, water, power, gas and telephone, pipes, lines, mains, conduits, waters, poles, transformers, master television antennas or cable television facilities and any and all other equipment or

machinery necessary or incidental to the proper functioning of any utility systems serving the Property; or (ii) any other improvements thereto, including the right of ingress and egress, which easements shall be for the benefit of (a) Declarant for so long as Declarant, its successors and assigns shall be engaged in the construction, development, operation or sale of Homes, Lots or other Buildings within the Community or property adjacent thereto; and (b) the Homeowners' Association on a perpetual basis in connection with the proper discharge of its responsibilities with respect to the Homes, Lots, Clusters or Common Property. Should any governmental agency or utility company furnishing one of the foregoing services hereafter request a specific easement by a separate recordable instrument in connection with the furnishing of any such service, the Declarant or the Board of Directors of the Homeowners' Association, as the case may be, shall have the right to grant such easement, without payment of any consideration, provided that it does not materially impair the rights of any Owner.

(f) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Property is hereby established for the Township of Newtown and the Homeowners' Association, their respective officers, agents and employees and for all policemen, firemen and ambulance personnel in the proper performance of their respective duties;

(g) Every Owner shall also have the benefit of and be subject to the following:

(1) Each Lot, Building, Home and all Property and the Common Property is hereby declared to have an easement over all adjoining Lots, Buildings, Homes and the Common Property for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the Building, or any other similar cause, and any encroachment due to Building overhang or projection. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a structure on any Lot or a Home is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Lot and Home agree that minor encroachments over adjoining Lots and Homes shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

(2) A perpetual and non-exclusive easement for use as a roadway for street purposes and ingress, regress and egress to his Home or Lot in, upon, over and across all roads constructed or to be constructed or installed anywhere upon the Property.

(3) A perpetual and non-exclusive easement to use and maintain all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located on any portion of the Property which serve the Home or Lot of an individual Owner(s). The Homeowners' Association or its representative shall have the right of access to each Home or Lot to inspect the same in order to correct any conditions threatening another Home or Lot or violating any provision set forth in the Declaration, the By-Laws or in any rules or regulations promulgated by the Homeowners' Association, provided that notices of entry are made in advance and that any such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate, whether the Owner is present at the time or not.

(h) Any Lender, its officers, agents, and employees, shall have a blanket, perpetual and non-exclusive easement to enter the Property or any part thereof excepting Homes to inspect the condition and repair of the same. This right shall be exercised only during reasonable daylight hours, and then, whenever practicable, only after advance notice to and with the permission of the Homeowners' Association;

(i) Any utility company or entity furnishing utility service, including master or cable television or security service to the Property, its agents and employees shall have a blanket, perpetual and non-exclusive easement to enter the Property, or any part thereof, in order to read meters, service or repair utility lines and equipment and do everything and anything else necessary in order to properly maintain and furnish utility service to the Property and Buildings;

(j) The Declarant and Owners, their successors and assigns shall have a blanket, perpetual and non-exclusive easement in common in, upon, over, under, across and through the Property for surface water runoff and drainage caused by natural forces and elements, grading, and/or the improvements located upon the Property. No individual Owner shall directly or indirectly interfere with or alter the drainage and runoff patterns and systems within the Property;

(k) A blanket and non-exclusive easement in, upon, over, under, across and through the Common Property and all Cluster Common Elements for the purpose of installation, maintenance, repair and replacement of utility vaults, machinery, equipment, appliances, T.V. and communication equipment, trash compactor units, dumpsters and other equipment and facilities serving the Cluster on which the same are located or serving one or more

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Clusters (if on the Common Property) or serving more than the Cluster on which the same are located (if on Cluster Common Elements), which easements shall be for the benefit of (i) Declarant for so long as Declarant, its successors and assigns shall be engaged in the construction, development, operation or sale of Homes, Lots or other Buildings within the Community or property adjacent thereto; and (b) the Homeowners' Association on a perpetual basis in connection with the proper discharge of its responsibilities or the providing of services with respect to the Homes, Lots, Clusters or Common Property. Exercise of such easement rights shall not interfere materially with the use and enjoyment of the Cluster Common Elements where the same may be located. Should any governmental agency or utility company furnishing one of the foregoing services hereafter request a specific easement by a separate recordable instrument in connection with the furnishing of any such service, the Declarant or the Board of Directors of the Homeowners' Association, as the case may be, shall have the right to grant such easement, without payment of any consideration, provided that it does not materially impair the rights of any Owner. Costs regarding such equipment and facilities shall be apportioned by the Board among Clusters benefitting from the same and assessed as Annual or Special Cluster Assessments.

Section 4. Restrictions Applicable to the Property. In order to preserve the character of the Community as a residential community and for the protection of the value of the Homes therein, the Declarant declares that the Property shall be subject to all covenants, easements and restrictions of record, and to the restrictions and covenants set forth below, all of which shall be perpetual in nature and run with the land.

In addition, there are certain other restrictions in the Newtown Township Zoning Ordinances, the Declaration or Cluster Declarations, By-Laws and rules and regulations of the Homeowners' Association or Cluster Associations which affect the use and occupancy of the Property, Lots and the Homes.

The restrictions and covenants include the following:

(a) No Home, except those owned by the Declarant or the Homeowners' Association, and used by the Declarant for sales, administration, management, construction, maintenance or similar purposes, shall be used for any purpose other than as a private residence for a Single Housekeeping Unit. Further, neither the Common Property nor Cluster Common Elements shall be utilized for any residential or commercial purpose unless expressly permitted by this Declaration or appropriately incidental to residential use.

(b) There shall be no obstruction of access to the Common Property and no interference or obstruction with the exercise of easements and rights hereunder.

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(c) The Owner(s) of each Lot (or any Cluster Association on behalf of such Owners) shall: cause such Lot to be kept free from rubbish, litter and noxious weeds; cause shrubs, trees, grass, lawns, plantings and other landscaping located or from time to time placed upon such Lot to be maintained, cultivated and kept in good condition and repair; and cause to be replaced dead plants, shrubs, trees, grass or any other landscaping on such Lot with plants, shrubs, trees, grass or landscaping of the same or similar type.

(d) Notwithstanding anything contained in this Declaration expressly or impliedly to the contrary, no building, shed, shack, fence, wall, addition, porch, patio, deck, structure or other exterior improvements shall be commenced, constructed, erected, placed or maintained upon the Property, nor shall any exterior addition to or change or alteration therein or change or alteration of the exterior finish or color thereof be made by anyone, other than by Declarant, until final plans and specifications showing the nature, kind, shape, height, materials, colors, dimensions, and location thereof have been submitted to and approved in writing by the Covenants Committee as to harmony of external design, conformity with the provisions of this Declaration, and location in relation to surrounding structures and topography. The Covenants Committee may, from time to time, and in its sole and absolute discretion, adopt, amend and repeal, by majority vote or written consent of its members, rules and regulations, to be known as "Covenants Committee Rules." Said rules shall interpret and implement this Declaration by setting forth the standards and procedures for Covenants Committee review and the guidelines.

(e) Each Owner shall promptly furnish, perform and be responsible for, at his own expense, the repair, maintenance, replacement and decoration of the interior of his own Home, including painting, wallpapering, paneling, floor covering, draperies, window shades and appliances, and shall maintain the interior and maintain or cause the Cluster Association to maintain the exterior of the Building or Home in a clean, sanitary and attractive condition and state of repair; provided, however, that the Homeowners' Association, its agents and employees may effect emergency or, after notice and failure to cure within a reasonable time, other necessary repairs which the Owner has failed to perform and charge the cost of same to the Owner(s) involved.

(f) Nothing shall be done or kept in any Home or upon any Lot which will increase the rates of insurance of the Building(s) or the contents thereof beyond the customary rates applicable for such Buildings, without the prior written consent of the Covenants Committee. No Owner shall permit anything to be done or kept in his Home, upon his or any other Lot, or in or upon the Common Property which will result in the cancellation of insurance on any of the Buildings or the contents thereof, or which will be in violation of any law.

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(g) No clothes, sheets, blankets, laundry of any kind or any other articles shall be hung out or exposed on any part of the Property nor shall anything be hung, painted or displayed on the outside of the windows (or inside, if visible from the outside) or placed on the outside walls or outside surfaces of doors of any of the Buildings and no awnings, canopies or shutters (except for those heretofore or hereinafter installed by Declarant or by Owners of Homes in a Single Home Cluster) shall be affixed or placed upon the exterior walls or roofs or any part thereof, nor relocated or extended, without the prior written consent of the Covenants Committee. Window air conditioners are prohibited. Externally mounted television or radio antennas are not permitted under any circumstances. The display or use of items visible in the interior of any Building (other than Homes in a Single Home Cluster) from the exterior thereof shall be subject to the rules and regulations of the Homeowners' Association. Notwithstanding the foregoing, the Declarant shall have the right to display signs for promotional, sales, exhibit, direction and administrative purposes upon any portion of the Common Property or Cluster Common Elements or within any Home or upon any Lot owned by it until the last Home within the Property is sold and conveyed.

(h) No dogs, cats, birds, reptiles, rabbits, livestock, fowl or poultry, or animals of any kind shall be raised, bred or kept in any Home or upon any portion of the Property, except as may be expressly permitted by the rules and regulations of the Homeowners' Association.

(i) No obnoxious or offensive activities shall be carried on, in or upon the Property or in any Home or upon any Lot nor shall anything be done therein either willfully or negligently which may be or become an annoyance or nuisance to the other residents or which interferes with the peaceful possession and proper use of the Property by its residents. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction over the Property shall be observed.

(j) No commercial vehicles, disabled vehicles, boats, trailers, campers, mobile homes, or trucks may be parked on any part of the Property except (i) in a closed garage not visible from outside the garage; and (ii) for those vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Homes or Lots. This restriction shall not apply to Declarant, its employees, agents, contractors or servants. No repairs to motor vehicles of any kind shall be made except in enclosed garages. Unlicensed vehicles are prohibited and will be towed at the Owner's expense.

(k) Except by the Declarant or a Lender in possession of such Home following a default in a mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Home shall be utilized for transient or hotel purposes, which shall be defined as rental for any period less

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than 180 days; provided, however, that any Owner, including Declarant, may rent a Home for a period of less than 180 days to a contract purchaser, but in no event for transient or hotel purposes. Copies of all leases must be furnished to the Homeowners' Association prior to the commencement of the term thereof. Other than the foregoing obligations, the Owners shall have the right to lease Homes provided that said lease is in writing and, pursuant to a standard lease rider furnished by the Homeowners' Association, is made subject to all provisions of the Declaration, including, but not limited to, the By-Laws of the Homeowners' Association, the rules and regulations and the other documents referred to herein and therein and, provided further, that any failure of the lessee to fully comply with the terms and conditions of such documents shall constitute a default under the lease. No leasing shall, however, relieve an Owner from his obligations hereunder and such Owner shall remain primarily responsible therefor. In the event a tenant of a Home fails to comply with the provisions of this Declaration, the By-Laws or rules and regulations then, in addition to all other remedies which it may have, the Homeowners' Association shall notify the Owner of such violation(s) and demand that the same be remedied through the Owner's efforts within thirty (30) days after such notice. If such violation(s) is not remedied within said thirty (30) day period, then the Owner shall immediately thereafter, at his own cost and expense, institute and diligently prosecute an eviction action against his tenant on account of such violation(s). Such action shall not be compromised or settled without the prior written consent of the Homeowners' Association. In the event the Owner fails to fulfill the foregoing obligation, then the Board shall have the right, but not the duty, to institute and prosecute such action as attorney-in-fact for the Owner and at the Owner's sole cost and expense, including all legal fees and costs incurred. Said costs and expenses shall be due and payable upon demand by the Homeowners' Association and shall be deemed to constitute a lien on the particular Home involved, and collection thereof may be enforced by the Board in the same manner as the Board is entitled to enforce collection of Homeowners' Association Expense assessments.

(1) The Board shall have the power to make such rules and regulations as may be necessary to carry out the intent of these restrictions and the Declaration and shall have the right to bring lawsuits to enforce the rules and regulations promulgated by it. The Board shall further have the right to levy fines for violation of such regulations. For each day a violation continues after notice it shall be considered a separate violation. Any fine so levied is to be considered as an assessment levied against the particular Lot or Home and the Owner involved, and collection may be enforced by the Board in the same manner as the Board is entitled to enforce collection of other assessments. Fines may be levied against an Owner's tenant, and the Owner shall be jointly and severally liable with his tenant for the payment of same. In the event the

Board engages the services of an attorney or institutes legal action for collection of any fines, then the defendant(s) shall be responsible for payment of reasonable attorneys' fees of the Homeowners' Association, plus interest and costs of suit.

(m) Each Owner shall have the right to mortgage or encumber his Home or Lot without restriction.

(n) Declarant, for itself, its successors and assigns, shall have the right to use, without charge, any portion of the Association Recreation Area and facilities for its sales, management and marketing purposes with respect to Homes located or to be located within or adjacent to the Community, provided that such use shall not unduly interfere with the use of the Association Recreation Area and facilities by the Members for the purposes for which it is reasonably intended. Such right shall continue until all such Homes have been conveyed by the Declarant or until expiration of ten (10) years from the date of recording of this Declaration, whichever event first occurs.

(o) No sign or billboard of any kind shall be displayed to the public view on any Home or Lot, except for (i) directional signs established by the Declarant or the Homeowners' Association; (ii) signs for each Home in a Single Home Cluster or Townhouse Cluster after the expiration of two (2) years from the date of conveyance of the Home by Declarant, which may be placed thereon by the Owner of the particular Home for the purpose of advertising the Home for sale or rent, which signs shall not be larger than is reasonable and customary in the area for the purpose of advertising similar property for sale or rent; (iii) signs used by Declarant, its successors or assigns, to advertise the Property or portions thereof; or (iv) subject to rules and limitations established by the Covenants Committee, small signs customarily incidental to the uses permitted.

(p) No towers, antennas, aerials, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected and maintained or permitted to be erected and maintained on any Lot or Home, except by installations inside of Buildings, or by underground conduits. This restriction shall not apply to the Homeowners' Association, with regard to the Common Property or to a Cluster Association with regard to the Cluster Common Elements, if prior approval is obtained from the Covenants Committee. No other types of appliances or installations upon the roofs or sides of any Building situated upon a Lot shall be permitted unless they are installed in such manner that they are not visible from neighboring property or adjacent streets and are approved by the Covenants Committee. No burglar alarms, fire alarms or similar devices shall be installed on the exterior of any Buildings.

(q) The restrictions set forth in this Declaration shall not apply to the Declarant, its agents or employees, during the

course of construction of improvements on the Property or any portion thereof to the extent that they would interfere with such construction.

(r) Each Owner shall promptly comply or cause compliance with all laws, statutes, ordinances, rules and regulations of federal, state, or municipal governments or authorities applicable to use, occupancy, construction and maintenance of any improvements upon any Lot.

(s) Each Owner hereby covenants and agrees for himself, his heirs, assigns, vendees and successors in interest that he will not interfere with the established drainage pattern over his Lot from adjoining or other Lots, and make adequate provision for proper drainage from any such other Lot in the event the established drainage over his Lot is changed or altered. For the purpose hereof, "established" drainage is defined as the drainage which will occur at the time the overall grading of the Property, including the landscaping of each Lot, is completed.

(t) Nothing herein shall give the Covenants Committee or Board authority to regulate, control or determine external design, appearance, use or location of portions of the Property or the Entire Tract under development, or to be developed, or dwellings under construction, or to be constructed or marketed or sold by the Declarant, its successors or assigns, provided said design, use and location have been approved by appropriate departments or officials of Bucks County or Newtown Township.

(u) Part of the Association Recreation Area will include The Thomas Story House. No exterior alterations to The Thomas Story House shall be permitted without the approval of the Newtown Joint Historic Commission, or its successor for the purpose of preserving historic structures.

(v) The Board may prohibit or restrict use of portions of the Common Property on a non-discriminatory basis for safety and other valid reasons.

ARTICLE IV

Assessments

Section 1. Creation of the Lien. Every Owner by ownership of a Lot or Home or acceptance of a deed or other conveyance for a Lot or Home, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Homeowners' Association such sums, by way of Annual or Special Homeowners' Association Expense Assessments or charges, as hereinafter more particularly described. Each such Assessment, together with such interest thereon as determined from time to time by the Board, late charges, and cost of collection thereof (including reasonable attorneys' fees) shall be a continuing lien upon the Lot and/or

Home against which each such Assessment is made and shall also be the personal obligation of the Owner thereof at the time when the Assessment fell due. Further, the Township of Newtown and any other legal taxing authority shall have a continuing lien against each Home for its pro rata share of all real estate taxes due and payable to the Township of Newtown by the Homeowners' Association for real estate taxes assessed against the Common Property, if any, such share and such lien to be apportioned equally among all Homes and shall be enforceable by the Township of Newtown in the manner provided by law with respect to the real estate taxes assessed directly against each such Home.

In the event that the Homeowners' Association shall at any time fail to discharge its obligations to maintain any portion of the Common Property as required by this Declaration, or to enforce the provisions hereof, the Township of Newtown shall have the right to so maintain the Common Property or to enforce such provisions in the name, place and stead of the Homeowners' Association.

No Owner may waive or otherwise avoid liability for the aforesaid Homeowners' Association Expense Assessments by non-use of the Common Property, his Lot, Home or otherwise.

Liens hereunder and pursuant to any Cluster Declaration shall have equal priority.

Section 2. Purpose of Assessments. The Annual Assessments levied by the Homeowners' Association shall be used exclusively for promoting the health, safety, pleasure and welfare of the Owners and for the costs and expenses incident to the operation of the Homeowners' Association, including, without limitation, the repair and replacement of improvements on the Common Property, payment of all taxes and insurance premiums required to be paid by the Homeowners' Association with regard to the Common Property and operation of the Homeowners' Association, payment of all costs and expenses incidental to the operation and administration of the Homeowners' Association and its facilities and services to all Members, payment of costs of providing services to any Owner by contract and payment of all costs and expenses related to the performance of services for and on behalf of any Cluster.

The budget and Annual Assessments shall include an adequate reserve for the periodic maintenance, repair and replacement of improvements to the Common Property. Cluster Association budgets shall similarly include an adequate reserve for the same purposes with regard to Cluster Common Elements.

Section 3. Types and Amount of Annual Assessments. It shall be an affirmative obligation of the Homeowners' Association and its Board to fix Annual Assessments in an

amount sufficient to carry out all of its responsibilities hereunder.

Homeowners' Association Expense Annual Assessments (as distinct from Special Assessments described in Section 5 below) will include assessments for both fixed and variable costs and will be allocated by the Board in accordance with the variable services which an Owner or Cluster receives, as follows:

(i) General Annual Assessments. All assessments for costs, expenses and reserves associated with the services which are required on an equal and uniform basis for all Homes, regardless of value, size or type, such as the Association Recreation Area, Community security service, grounds care for Common Property and maintenance, repair and replacement of Common Property and improvements thereon, and Association administrative expenses shall be assessed in such a manner so that (i) Homes once initially occupied are each assessed equally and (ii) Lots without Homes and Homes never occupied are each assessed equally in an amount equal to 25% of the assessment per Home under clause (i) above; provided, however, until full assessments may be made pursuant to clause (i) above for 600 Homes, each Home shall be assessed as if there were 600 Homes subject to assessment under clause (i) above and the Declarant shall be assessed for the balance. In addition, the distribution of any proceeds from any insured casualty loss or eminent domain proceeding affecting the Common Property of the Homeowners' Association shall be prorated in accordance with the formula set forth in this subparagraph (i) aforesaid with respect to the determination of Homeowners' Association General Annual Assessments.

(ii) Cluster Annual Assessments. All Homeowners' Association Expenses associated with the performance on a regular annual basis of services to Clusters pursuant to delegation of duties under Cluster Declarations or by Cluster Associations which the Homeowners' Association is required to assume or voluntarily assumes shall be allocated by the Board among Clusters receiving such services on a reasonable basis such as relative lawn areas requiring mowing, relative parking, street and walk areas requiring maintenance and snow removal or any other reasonable basis and such costs shall result in Annual Cluster Assessments which vary from Cluster to Cluster, are included in budgets of Cluster Associations and collectible by Cluster Associations for payment on behalf of its Cluster Owners to the Homeowners' Association, and are uniform with regard to all Homes within a Cluster, unless otherwise provided in a Cluster Declaration. Each Cluster Association shall assess its Owners for Cluster Assessments so that uncollectible portions of Cluster Assessments shall be reassessed against all Owners in such Cluster only.

(iii) Individual Annual Assessments. All Homeowners' Association Expenses or portions thereof benefitting or

otherwise assessable against fewer than all of the Homes or Owners in a Cluster shall be assessed, if recurring on a regular basis, as Individual Annual Assessments exclusively against the Homes or Owners benefitted.

The amount of monies for Annual and Special Assessments deemed necessary by the Board to discharge the responsibilities of the Board and the manner of expenditure thereof, including but not limited to, the allocation thereof, shall be a matter for the sole discretion of the Board.

Any surplus funds of the Homeowners' Association shall be distributed or credited, at the discretion of the Board, consistent with the source of the surplus so that the Owners of those Homes which were overassessed shall get the benefit of the surplus.

Section 4. Date of Commencement of Annual Assessments and Due Dates. The Annual Assessments provided for herein shall commence on the date of the conveyance of the first Home by Declarant and shall be due and payable on the first day of each month in advance and in equal monthly installments unless otherwise prescribed by the Board.

Section 5. Special Assessments. In addition to the Annual Assessments authorized by Section 3 of this Article, the Board may levy, in any year, Special Assessments, 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 Property, including the necessary furniture, fixtures, equipment and other personal property related thereto, or for other lawful purposes, provided that any such Special Assessment shall be apportioned, assessed, and collectible in the same manner as a regular Annual Assessment (General, Cluster or Individual) and shall receive the assent of a majority of all of the votes eligible to be cast by all of the Members subject to payment of such Special Assessment, at a Delegates meeting duly called for this purpose, written notice of which shall be sent to all such Members and Delegates at least ten (10) days in advance and which notice shall set forth the purpose of the meeting. The due date(s) of any Special Assessment, or any installment(s) thereof, shall be fixed in the resolution authorizing such Special Assessment.

Section 6. Subordination of the Lien to First Mortgage. The lien of the Assessments provided for herein shall be subordinate to any lien for past due and unpaid real estate taxes and the lien of any first mortgage now or hereafter placed upon any Lot or Home; provided, however, that such subordination shall apply to the Assessments which have become due and payable prior to a sale or transfer of any such Lot or Home pursuant to judgment of foreclosure or a deed in lieu of foreclosure or other enforcement proceedings. Such sale or transfer shall not relieve any such Lot or Home from liability

for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment.

If a mortgagee or other purchaser of a Lot or Home obtains title to such Lot or Home as a result of foreclosure of such first mortgage (or by a deed of conveyance in lieu thereof or other enforcement proceedings), such acquirer of title, his successors and assigns shall not be liable for the Assessments by the Homeowners' Association pertaining to such Lot or Home or chargeable to the former Owner thereof which became due prior to acquisition of title as a result of the foreclosure. Such unpaid sums shall be deemed to be Homeowners' Association Expenses collectible from all of the remaining Owners, including such acquirer, his successors and assigns, as General or Cluster Assessments, as the case may be.

Liens for unpaid Assessments may be foreclosed by suit brought in the name of the Homeowners' Association in the same manner as a foreclosure of a mortgage on real property. Subject to the foregoing exceptions, suit to recover a money judgment for unpaid Assessments may be maintained against the record Owner of the Lot or Home as of the effective date of the Assessment or against all subsequent record Owners thereof, without waiving the lien securing same, all of which record Owners shall be jointly and severally liable with respect to the same.

Section 7. List of Assessments, Notice of Assessment, Certificate as to Payment. The Board shall cause to be prepared, at least ten (10) days in advance of the due date of each Annual or Special General, Cluster or Individual Assessment, a list of the Lots and Homes and the Assessments applicable thereto, in alphabetical order, according to the names of the Owners thereof, which list shall be kept in the office of the Homeowners' Association and shall be open to inspection, upon request, by any Owner of a Lot or Home or a Lender. Written notice of the Assessments shall be sent to every Owner subject thereto.

The Homeowners' Association shall, upon the request of any Owner liable for an Assessment, or of a Lender, furnish to such Owner or Lender, upon payment by the Owner of a reasonable charge therefor, a certificate in writing, signed by an officer of the Homeowners' Association, setting forth whether or not such Assessments have been paid. Such certificate shall constitute conclusive evidence of the payment of any Assessments therein stated to have been paid. Such certificate shall be limited to General and Individual Assessments. Cluster Associations shall provide procedures for similar certificates to be delivered with regard to Cluster Assessments and other common expenses assessable by the Cluster Association.

If an Annual Assessment (General, Cluster or Individual) is not made as required, an Annual Assessment shall be presumed to

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have been made in the amount equal to one hundred ten (110%) percent of the last prior year's Annual Assessment. In the event the Annual Assessment proves to be insufficient, the budget and Annual Assessment may be amended at any time by the Board, provided, that nothing herein shall serve to prohibit or prevent the Board from imposing a lump sum Special Assessment (General, Cluster or Individual) in the case of any immediate need or emergency without the consent of the Owners or Delegates.

Section 8. Acceleration of Assessment Installments and Other Remedies of the Homeowners' Association. If an Owner shall be in default in the payment of an installment of a General and Individual Assessment, the Board may accelerate the remaining installments of the General and Individual Assessment upon notice to the Owner, and the then unpaid balance of the General and Individual Assessment shall become due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Owner, or not less than seven (7) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur. The Board shall have a lien for such accelerated Assessments, and may notify any Lender holding a mortgage on the Home or Lot affected by such default. If said default continues for a period of ninety (90) days, then the Board shall have the right to foreclose the foregoing lien pursuant to law and/or to commence a suit against the appropriate Owner(s) to collect said Assessments.

Section 9. Interest and Counsel Fees. The Board, at its option, shall have the right in connection with the collection of this, or any other charge, to impose a late fee, or an interest charge at the legal maximum rate if such payment is made after a certain date stated in such notice. In the event that the Board shall attempt to effectuate collection of said charges or enforcement of any of the terms hereof by resort to counsel, whether by suit or otherwise, the Board may add to the aforesaid charge or charges and each Owner agrees to pay reasonable counsel fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy.

Section 10. Contribution to Capital. Each Home Owner, at the time he acquires title to his Home, shall be obligated to pay to the Homeowners' Association a one-time contribution to the capital and operating expense of the Homeowners' Association equal to one-fourth (1/4) of the then currently estimated Annual General Assessments for the Home, which contribution shall not be refundable or transferable and may be utilized for any lawful purpose which the Board may deem appropriate.

Section 11. Collection by Cluster Boards. As an aid to the Homeowners' Association with regard to enforcement, at the request of the Board and on behalf of the Homeowners'

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Association, each Cluster Board shall collect, in the same manner as it is empowered to collect common expenses regarding the Cluster, the General and Individual Assessments provided for by this Declaration of all Owners subject to this Declaration and the applicable Cluster Declaration. The Board is hereby authorized to appoint such Cluster Board as its agent to so collect such Assessments and remit them to the Board.

Section 12. Rejection of Budget. Anything herein to the contrary notwithstanding, but provided such rejection is not violative of this Declaration, the By-Laws or any applicable law, the Association, by majority vote of all votes in the Association, may reject any budget approved by the Board, within thirty (30) days after approval by the Board.

ARTICLE V

Miscellaneous Services Authorized

Section 1. Service which may be Performed at the Option of the Homeowners' Association - Procedure. Declarant shall have the right to make such improvements and provide such facilities on the Common Property as it considers to be advantageous to the Common Property and to the Owners, and the Homeowners' Association shall be obligated to accept such improvements and facilities and to properly maintain and be responsible for the same at its expense. The Homeowners' Association, at its expense, also shall maintain and carry on the services instituted, from time to time, by Declarant for the benefit of the Property and all or any of the Owners. In addition to the required maintenance of the Common Property and of the improvements and facilities thereon, and the services required to be performed hereunder, the Homeowners' Association may furnish (but shall not be required to furnish) the following: (i) such services as the Board from time to time by resolution may propose, but if the projected cost of such additional services exceeds, in the aggregate, the amount equal to one-sixth (1/6) of the estimated Homeowners' Association Expenses per annum for any Home assessable for such Expenses, then not until after such proposed additional services are authorized by a vote in person or by proxy of 67% of all the votes held by Owners of such Homes at a Delegate's meeting duly called for this purpose and (ii) services requested of it by a Cluster Association. The costs of such services shall be charged and assessed as General, Cluster or Individual Annual or Special Assessments, as the case may be.

Section 2. Special Services by Contract.

Even though not required for an entire Cluster, the Homeowners' Association may (but shall not be required), at the request of a Member, provide care or maintenance upon such Member's Lot or Home such as trimming grass, shrubs and trees, and the removal of snow, ice and leaves from walks and

driveways. Payment for such care, maintenance or other services shall be made in full according to such rates as the Board of Directors shall determine, upon presentation, personally, or by regular mail, of an invoice for such services which shall be an Individual General or Special Assessment hereunder.

Section 3. Self-Help by the Homeowners' Association.

Every Owner of a Lot or Home by the acceptance of a deed for the same, or by acceptance of title as devisee or heir, covenants that he, she or it will not permit the Lot or Home or any improvements (including, but not limited to, the grass, shrubs, trees, driveways, walks and fences) thereon to be otherwise maintained than in good repair and in a safe, neat and attractive condition. In the event any Owner shall fail to so maintain his Lot or Home, and such neglect, in the judgment of the Board of Directors of the Homeowners' Association, should result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring Lots or Homes, or should constitute a hazard to persons or property, the Board of Directors of the Homeowners' Association, or its Covenants Committee, may give notice of such conditions to the Owner of the Lot or Home, demanding that such condition be abated within seven (7) days from the date the notice is sent. If the Owner of the Lot or Home does not rectify the condition by the end of such period, the Homeowners' Association may cause such work to be performed as is necessary to rectify the condition. The cost of such work shall be assessed against the Lot or Home upon which the services are performed and shall be added to and become part of the Homeowners' Association Expense assessments or charges to which such Lot or Home is subject and, as such, it shall be a lien and obligation of the Owner in all respects as provided herein, except that payment for any work performed pursuant to this Section shall be due upon presentation to the Owner, either in person or by regular mail, of the Homeowners' Association's invoice therefor.

Anything above or elsewhere herein to the contrary notwithstanding, the Homeowners' Association may not alter or demolish any items of construction except pursuant to judicial authority after the institution of judicial proceedings. This restriction shall also apply to Cluster Associations in the enforcement of Cluster Declarations and requirements or restrictions therein or pursuant thereto.

ARTICLE VI

General Provisions

Section 1. Duration. This Declaration shall run with and bind all of the Property perpetually, and shall inure to the benefit of and be enforceable by the Homeowners' Association, and the Owners of any portion of the Property, their respective

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successors, assigns, heirs, executors, administrators and personal representatives, except that the restrictions contained in subparagraph (a) through (v) of Section 4 of Article III hereof shall have a duration of forty (40) years, at the end of which period said restrictions shall be automatically extended for successive periods of ten (10) years each, unless at least 67% of the Owners at the time of the expiration of the initial period, or of any extension period, shall sign an instrument or instruments in which they shall agree to change said restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Member under the provisions of this Declaration or the Articles of Incorporation or the By-Laws shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, addressed to the Member or Owner at the last known post office address of the person who appears as a Member on the records of the Homeowners' Association at the time of such mailing. Notice to one of two Owners shall constitute notice to all Owners thereof. It shall be the obligation of every Member to immediately notify the Secretary of the Homeowners' Association in writing of any change of address. Valid notice may also be given to Members by (i) personal delivery to any occupant of any dwelling over fourteen (14) years of age; or (ii) by affixing said notice to or sliding same under the front door of any Home within the Property.

Section 3. Enforcement. Enforcement of this Declaration shall be by any appropriate proceeding at law or equity in any court or administrative tribunal having jurisdiction against any person or persons, firm or corporation violating or attempting to violate or circumvent any provision herein contained, either to restrain or enjoin such violation or threatened violation or to recover damages, and against any Lot or Home to enforce any lien created by this Declaration, and failure by the Homeowners' Association or any Owner to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same. In the event that the Homeowners' Association should at any time fail to discharge its obligations to maintain any portion of the Property as required by this Declaration or to enforce the provisions hereof, any Owner shall have the right to enforce such obligations by any proceeding at law or equity. A failure to so enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Also, in such event, the Township of Newtown shall have the right to so maintain the Property or to enforce such provisions in the name, place and stead of the Homeowners' Association. Should either the Homeowners' Association or any of its Members at any time fail to enforce the provisions hereof, the Township of Newtown upon thirty (30) days notice to the Association, shall have the right to institute appropriate

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legal proceedings in the name of the Homeowners' Association to effect such enforcement.

Section 4. Severability. Should any covenant or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no wise affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

Section 5. Amendment. This Declaration may be amended at any time after the date hereof by a vote of at least 67% of all votes of the fully authorized membership of the Homeowners' Association at any Delegate's meeting established by the Board for such purpose and previous to which written notice to every Owner of the exact language of the amendment shall have been sent at least ten (10) days in advance except as contemplated by Section 1 of Article VI, and further provided, that no amendment may be so effected which would (i) permit any Owner to be exempted from the payment of any assessment; (ii) permit the obligation or proportionate responsibility for the payment of Assessments with respect to Homes or Common Property to be changed; or (iii) modify any easements or restrictions in Section 3 or 4 of Article III hereof; and further provided, that in no event may the Common Property be conveyed to any third person, firm or corporation nor may the rights of the Township of Newtown be modified in any manner without the express consent, by ordinance or otherwise, of the governing body of the Township of Newtown. Notwithstanding the foregoing, the Declarant hereby expressly reserves the right to amend and supplement this Declaration from time to time, to (i) incorporate any or all future portions of the Entire Tract within the Property; or (ii) modify the design of any Home(s) or Lot(s) owned by Declarant or the form of ownership thereof, without obtaining the consent of any Owners, any Members, Delegates or Directors of the Homeowners' Association, or any other parties with the exception of any governmental authority from whom approval is required; provided, however, that in no event shall any of the substantive provisions be changed so as to adversely and materially affect the priority or validity of any mortgage or the value of any Lot or Home. No amendment shall be effective until recorded in Bucks County. This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Declarant pursuant to Section 6 hereof. In the alternative, an amendment may be made by an agreement, signed and acknowledged by all of the Owners including Declarant, in the manner required for the execution of a deed, and such amendment shall be effective when recorded in Bucks County, Pennsylvania.

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Section 6. Changes in Documents. Declarant hereby reserves for itself, its successors and assigns, for a period of ten (10) years from the date the first Home is conveyed to an individual purchaser, and the Association Board reserves forever, the right to execute on behalf of all contract purchasers, Owners, mortgagees, other lienholders or parties claiming a legal or equitable interest in the Property, any agreement, documents, amendments or supplements to this Declaration, the Articles of Incorporation or the By-Laws which may be required in order to conform such documents to the then current requirements of the Federal Housing Administration, Veteran's Administration, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation.

Section 7. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 8. Rule Against Perpetuities. If any provisions of this Declaration or the By-Laws shall be interpreted to constitute a violation of the rule against perpetuities, then such provision shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Robert F. Kennedy, deceased, former Senator of the State of New York, plus twenty-one (21) years thereafter.

Section 9. Ratification, Confirmation and Approval of Agreements. The fact that some or all of the officers, directors, Members or employees of the Homeowners' Association and the Declarant may be identical, and the fact that the Declarant or its nominees have heretofore or may hereafter enter into agreements with the Homeowners' Association or with third parties, will not invalidate any such agreements and the Homeowners' Association, and its Members, from time to time, will be obligated to abide by and comply with the terms and conditions thereof. The purchase of a Home or Lot and the acceptance of the Deed therefor by any party shall constitute the ratification, confirmation and approval by such purchaser, his heirs, legal representatives, successors and assigns, of the propriety and legality of said agreements or said agreement, or any other agreements authorized and permitted by this Declaration, the Articles of Incorporation or the By-Laws of the Homeowners' Association.

Section 10. Protective Provisions for the Benefit of Participating Mortgagees. Anything to the contrary in this Declaration or the Articles of Incorporation, By-Laws or rules and regulations of the Homeowners' Association notwithstanding, the following shall apply with respect to and for the benefit of each Participating Mortgagee:

(a) The prior approval of Members representing at least 67% of all votes in the Homeowners' Association and the prior

00519-0918

written approval of Participating Mortgagees representing at least 51% of the votes of Owners whose Homes are subject to mortgages held by Participating Mortgagees is required for the following:

(i) any material amendment to the Declaration or to the Articles of Incorporation or By-Laws of the Homeowners' Association, which materially and adversely affects the priority of the lien or value of the security encumbered by its mortgage; and

(ii) the effectuation of any decision by the Homeowners' Association to terminate professional management and assume self-management of the Property.

(b) Any restoration or repair of the Common Property, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Declaration and the original plans and specifications, unless other action is approved by Participating Mortgagees holding mortgages on Homes which have at least 51% of the votes of Homes subject to mortgages held by Participating Mortgagees.

(c) Any election to terminate the legal status of the Community after substantial destruction or a substantial taking in condemnation of the Common Property must require the approval of Participating Mortgagees holding mortgages on Homes which have at least 51% of the votes of Homes subject to mortgages held by Participating Mortgagees.

(d) The consent of Owners of Homes to which at least 67% of the votes in the Association are allocated and the approval of Participating Mortgagees holding mortgages on Homes which have at least 67% of the votes of Homes subject to mortgages held by Participating Mortgagees, shall be required to terminate the legal status of the Homeowners' Association.

(e) Any Participating Mortgagee shall, upon request, be entitled to: (i) inspect the books, records and financial statements (including current copies of the Declaration, By-Laws and Rules and Regulations) of the Homeowners' Association at reasonable intervals during normal business hours; (ii) receive an annual financial statement of the Homeowners' Association within ninety (90) days following the end of any fiscal year of the Homeowners' Association, which shall be audited upon request of a Participating Mortgagee or the insurer or guarantor of a mortgage held by such a Mortgagee; (iii) receive timely written notice of any proposed action requiring consent of a specified percentage of Participating Mortgagees and notice of all meetings of the Homeowners' Association and be permitted to designate a non-voting representative to attend all such meetings; (iv) receive a written notice of default by the applicable Owner where such default is not cured within thirty (30) days after

notice to such Owner; (v) receive copies of budgets and notices of assessment provided to the Owner of the Home subject to the mortgage and notice of material amendments to the Declaration or By-laws; and (vi) receive notice of lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association. The rights set forth above shall extend to insurers and guarantors of mortgages held by Participating Mortgagees.

(f) In the event of substantial damage to or destruction of any Home (the repair of which would cost over \$1,000) or any part of the Common Property (the repair of which would cost over \$10,000), any Participating Mortgagee which may be affected shall be entitled to timely written notice from the Homeowners' Association of any such damage or destruction. No Owner or other party shall have priority over any Lender with respect to the distribution of any insurance proceeds not used for restoration.

(g) If any Home or Lot or portion thereof, or the Common Property or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Participating Mortgagee holding a mortgage on the Home(s) so affected is entitled to timely written notice from the Homeowners' Association of any such proceeding or proposed acquisition and no Owner or other party shall have priority over any Lender with respect to the distribution allocable to such Home of the proceeds of any award or settlement after restoration.

(h) Any management agreement for the Community will be terminable by the Homeowners' Association without cause upon ninety (90) days prior written notice thereof, and the term of any such agreement shall not exceed one (1) year.

(i) Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Homeowners' Association and the Board.

(j) A Participating Mortgagee who receives a written request to approve actions or document additions or amendments which do not involve a material change, who does not deliver or post to the requesting party a negative response within 30 days, shall be deemed to have approved such request.

ARTICLE VII

Special Declarant's Rights

Section 1. Transfer of Rights. No special rights created or reserved to the Declarant under this Declaration ("Special Declarant Rights") may be transferred except by an instrument evidencing the transfer recorded in Bucks County,

Pennsylvania. The instrument shall not be effective unless executed by the transferee.

Section 2. Liability of Transferor. Upon transfer of any such Special Declarant Right, the liability of the transferor is as follows:

(a) A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him.

(b) A transferor who retains no such Special Declarant Rights has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of any such Special Declarant Right by a successor Declarant who is not an affiliate of the transferor.

Section 3. Foreclosure.

(a) Unless otherwise provided in a mortgage instrument or deed of trust, in case of foreclosure of a mortgage, sale by a trustee under a deed of trust, or sale under judgment, bankruptcy laws or receivership proceedings, of any Homes or Lots owned by Declarant in the Community, a person or entity acquiring title to all the Homes or Lots being foreclosed or sold, but only upon his request, succeeds to all such Special Declarant Rights, or only to any such Special Declarant Rights to maintain models, sales offices and signs. The judgment or instrument conveying title shall provide for transfer of only the Special Declarant Rights requested.

(b) Upon foreclosure, sale by a trustee under a deed of trust, or sale under a judgment, bankruptcy laws or receivership proceedings, of all Homes and Lots in the Community owned by Declarant:

1. the Declarant ceases to have any such Special Declarant Rights; and

2. the period of Declarant control terminates unless the judgment or instrument conveying title provides for transfer of all such Special Declarant Rights to a successor to Declarant.

Section 4. Liability of Transferee. The liabilities and obligations of persons who succeed to Special Declarant Rights are as follows:

(a) A successor to all Special Declarant Rights who is an affiliate of the Declarant is subject to all obligations and liabilities imposed on any Declarant by law or by the Declaration.

(b) A successor to all such Special Declarant Rights, other than a successor described in subparagraphs (c) or (d) hereof who is not an affiliate of Declarant, is subject to all obligations and liabilities imposed upon Declarant by law or the Declaration, but he is not subject to liability for misrepresentations or warranty obligations on improvements made by any previous Declarant or predecessor in title or for a breach of fiduciary obligation by any previous Declarant.

(c) A successor to the sole Special Declarant Right to maintain models, sales offices and signs, if he is not an affiliate of Declarant, may not exercise any other Special Declarant Right, but is not subject to any liability or obligation as a Declarant.

(d) A successor to all Special Declarant Rights who is not an affiliate of Declarant and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to Homes or Lots under subparagraph (c) aforesaid, may declare his intention in a recorded instrument to hold those rights solely for transfer to another party. Thereafter, until transferring all such Special Declarant Rights to any person acquiring title to any Home or Lot owned by the successor, or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than right to control the Board for the duration of any period of Declarant control, and any attempted exercise of those rights is void. So long as a successor Declarant may not exercise special rights under this subparagraph, he is not subject to any liability or obligation as a Declarant other than liability for the successor's acts and omissions under the Declaration.

(e) Nothing in this Article subjects any successor to a Special Declarant Right to any claims or other obligations of a transferor other than claims and obligations arising under the Declaration.

ARTICLE VIII

Common Walls

Section 1. General Rules of Law to Apply. Each common wall built as part of the original construction of any attached Home other than a Condominium Unit and located on the Lot line between the Homes shall constitute a common wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding such walls and of liability for property damages due to negligent or willful acts or omissions shall apply thereto. In the event any portion of any structure as originally constructed, including the common wall or any fence, protrudes over an adjoining Lot, such structure or common wall shall not be deemed to be an encroachment upon the adjoining Lot or Home, and the affected Owners shall

neither maintain any action for the removal of a common wall or structure nor any action for damages. In the event there is an encroachment as hereinabove described, it shall be deemed that the affected Owners have granted a perpetual easement to the adjoining Owner or Owners for continued maintenance and use of said common wall or structure. The foregoing shall also apply to any replacement or reconstruction of any structure or common wall, if the same are constructed in accordance with the original construction thereof. This provision shall be perpetual in duration and shall not be subject to change by amendment of this Declaration or otherwise.

Section 2. Maintenance of Common Wall. The cost of maintaining and repairing each common wall shall be borne equally by the Owners on either side thereof.

Section 3. Damage to Common Wall. In the event of damage or destruction to a common wall from any cause, then any Owner who made use thereof shall have the right to repair or rebuild said common wall, and each party, his successors and assigns, shall have the right to the full use of said common wall so repaired or rebuilt. The cost of repair or reconstruction of said common wall shall be borne equally by all Owners who make use thereof, except that if any party's negligence caused damage to or destruction of said common wall, such negligent party shall bear the entire cost of repair or reconstruction.

Section 4. Drilling through Common Wall. Any Owner using a common wall shall have the right to break through the same for the purpose of repairing or restoring sewerage, water, or other utility lines, subject to the obligations to restore said common wall to its previous structural condition at his own cost and expense.

Section 5. Easement. No Owner shall alter or change the common walls in any manner, interior decoration excepted, and the common walls shall always remain in the same location as when erected, and each Owner of a Home with a common wall shall have a perpetual easement in that part of the premises of the other on which the common wall is located, for party wall purposes.

Section 6. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant and run with the land and shall pass to each Owner's successors and assigns.

ARTICLE IX

Entrance and Buffer Easement Areas

Section 1. Creation of Easements.

(a) Certain Lots shall be subject to perpetual easements on and over the portion of such Lots shown as the Entrance

Easement Areas and/or the Buffer Easement Areas on Exhibit B, and shown in greater detail on Exhibit D attached hereto and made a part hereof, in favor of the Homeowners' Association.

(b) In addition, the Homeowners' Association and its agents, contractors and employees shall have a right of access over the Lots on which such Entrance Easements and/or Buffer Easements are located to the extent necessary for the purposes of utilizing and maintaining said easement areas as permitted hereunder.

(c) Supplementary Declarations may create additional Entrance Easement Areas and Buffer Easement Areas by reference to this Article IX.

Section 2. Use of Easement Areas. Entrance Easements may be used by the Homeowners' Association for open space purposes and for fence, entrance monuments and signs relating to the Community, subject to compliance with the requirements of the Township of Newtown. Buffer Easements may be used by the Homeowners' Association only for open space purposes. The maintenance of a lawn area, shrubs, flowers and other plants within the Entrance Easement Areas and Buffer Easement Areas by the Homeowners' Association is permitted. In addition, the Owners of the Lots on which the Entrance Easements are located shall avoid any action which shall in any way restrict or limit the use of the Entrance Easement Areas and Buffer Easement Areas as permitted hereunder. Access to the Areas is restricted to residents of the Lot on which a portion of the Areas is located and agents, employees or contractors of the Declarant or the Homeowners' Association.

Section 3. Maintenance of Easement Areas. The Association shall have the right at all reasonable times and the duty to enter the Entrance Easement Areas, Buffer Easement Areas and such other portions of the Lots contiguous thereto as may be reasonably necessary for the purpose of repair, maintenance, use or restoration of the areas.

ARTICLE X

APPOINTMENT AND MEETINGS OF DELEGATES

Section 1. Appointment of Delegates. Owners (Homeowners and Lot Owners) shall be represented by Delegates and cast all votes in the Homeowners' Association through Delegates. The Delegates for Owners of Homes and Lots in each Cluster shall be the duly elected President (or, in his absence, Vice-President) of the Cluster Association. Each Cluster Association shall advise the Secretary of the identity of such Delegate, any authorized substitute or any change in the identity of such Delegate.

Section 2. Place of Meeting. All meetings of the Delegates (deemed to be meetings of the Members) shall be held at the principal office of the Homeowners' Association or at such other suitable place convenient to the Members as may be designed by the Board.

Section 3. Annual Meetings of Delegates. All annual meetings of the Delegates shall be held on the fourth Monday in September of each year, except that such first, annual or special meeting shall not be held until the fourth Monday in September of the year following that year in which possession of six hundred (600) Homes have been delivered to individual purchasers, but in no event later than September 1990. The election of Directors to be elected by Delegates shall be held on the day designated herein for the annual meeting or at an adjournment of such meeting, and if such election is not so held, the Board shall cause the election to be held at a special meeting as soon thereafter as conveniently possible. At such special meeting, the Delegates may elect the Directors to be elected by Delegates and transact other business with the same force and effect as at an annual meeting duly called and held.

Anything to the contrary herein notwithstanding, the Declarant shall have the right to cause such meeting to be held at any time earlier than the dates contemplated above.

Section 4. Special Meetings of Delegates. After the first annual or special meeting, special meetings of Delegates may be called by the President of the Homeowners' Association whenever he or she deems such a meeting advisable or shall be called by the Secretary of the Homeowners' Association when so ordered by the Board or upon the written request of Delegates entitled to cast not less than twenty-five (25%) percent of all the votes entitled to be cast at such meeting. Such request shall state the purpose or purposes of such meeting and the matter proposed to be acted on thereat. The Secretary shall give notice stating the purpose or purposes of the meeting to all Members and the Delegates entitled to vote at such meeting.

Section 5. Notice of Delegates' Meeting. Except as otherwise provided by law, notice of each meeting of Delegates, whether annual or special, shall be given not less than fourteen (14) days, nor more than ninety (90) days, before the day on which the meeting is to be held, to all Members and the Delegate of each Cluster within the Community at his or her last known address, by delivering a written or printed notice thereof personally, or by mailing such notice, postage prepaid. Except where expressly required by law, no publication of any notice of meeting of Delegates shall be required. Every such notice shall state the time and place of the meeting and shall state briefly the purposes thereof. Notice of any adjourned meeting of Delegates shall not be required to be given, except when expressly required by law.

Section 6. Quorum. At each meeting of the Delegates representation of twenty-five (25%) percent of the votes entitled to be cast, in person or by proxy, shall constitute a quorum for the transaction of business, except where otherwise provided by law. In the absence of a quorum, the Delegates present in person and entitled to vote, by majority vote of the votes they represent, may adjourn the meeting from time to time, until a quorum shall be present or represented. At any such adjourned meeting at which a quorum may be present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 7. Organization. At each meeting of Delegates, the President, or in his absence, the Vice-President, or in the absence of both of them, a Chairman chosen by a majority of those votes entitled to be cast, shall act as Chairman, and the Secretary, or in his absence, a person whom the Chairman shall appoint, shall act as Secretary of the meeting.

Section 8. Voting. Except as otherwise required by law or the Declaration,

(a) a quorum being present, a majority of all those votes entitled to be cast by the Delegates in person or by proxy, shall be sufficient on those matters which are to be voted upon. All meetings of the Delegates, both annual and special, shall be deemed to be meetings of the Members of the Homeowners' Association, and no votes shall be cast by any individual Member on any matter except through his duly elected Delegate or his representative at a Delegate's meeting.

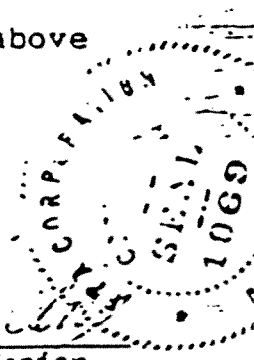
(b) each Delegate or his representative shall divide the votes which he represents in the manner authorized by his representatives and, if there is no express obligation to the contrary, he may cast said votes in his discretion in such manner as he deems appropriate to assist in the conduct of the affairs of the Homeowners' Association. The vote on any election or other question shall not be by ballot to enable Members to determine that votes are being cast properly by Delegates.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be duly executed the day and year first above written.

FPA CORPORATION

Attest: *James P. Orleans*
As. Sect.

By: *Jeffrey P. Orleans*
Jeffrey P. Orleans, Senior
Vice President



The undersigned, being the holder of mortgage upon the premises described in Exhibit "A" of this Declaration; hereby consents to and joins in the same.

THE CHASE MANHATTAN BANK N.A.

BY:



ATTEST:





33549-0928

EXHIBIT A

LEGAL DESCRIPTION OF THE ENTIRE TRACT

PREMISES "A"

ALL THAT CERTAIN tract of land situated in the Township of Newtown, County of Bucks and Commonwealth of Pennsylvania, bounded and described according to a survey and plan prepared by Boucher and James, Inc., dated April 6, 1977, last revised July 12, 1978 as follows.

BEGINNING at a point in the centerline of Eagle Road (T-364) (33 feet wide) at a corner of lands of a subdivision known as "Glenn Ashton, Section "B"; THENCE along the centerline of Eagle Road, N. 14° 30' 00" W. 1544.60 feet to a corner of lands now or late Wesley L. and Kathryn Neiheiser; THENCE along lands of Neiheiser and leaving the bed of Eagle Road N. 75° 45' 00" E. 372.90 feet to a corner; THENCE continuing along lands of Neiheiser N. 10° 02' 15" W. 570.88 feet to a corner of these lands and land now or late of Edward L. Wetherill; THENCE along same and lands of others S. 87° 49' 20" E. 741.66 feet to a corner of this land and land now or late of Bartholomew and Matilda Miller; THENCE along same and lands of others S. 75° 47' 31" E. 1980.72 feet to a corner of this land and in line of land now or late of Ned E. and Byrde L. Waltman; THENCE along same S. 38° 37' 06" W. 950.26 feet to a corner a concrete monument found in place being a corner of this land and in line of lands now or late of Edward J. and Anne Straka; THENCE along same N. 73° 47' 10" W. 82.43 feet to a corner; THENCE continuing along same and crossing the proposed terminus of Aulanko Road (proposed to be 50 feet wide) S. 16° 12' 50" W. 250.00 feet to a corner on the southerly side of Aulanko Road; THENCE along the side of Aulanko Road S. 73° 47' 10" E. 200.00 feet to a corner on the side of Aulanko Road as laid out on a Plan of Glenn Ashton, Section A & B; THENCE along Section B of the Glenn Ashton Subdivision the following twelve courses and distances (1) S. 16° 12' 50" W. 193.18 feet to a corner; (2) N. 82° 09' 46" W. 156.76 feet to a corner; (3) S. 68° 33' 23" W. 206.77 feet to a corner; (4) S. 61° 20' 04" W. 50.00 feet to a corner; (5) S. 70° 58' 50" W. 217.17 feet to a corner; (6) N. 40° 07' 20" W. 90.19 feet to a corner; (7) S. 69° 21' 46" W. 285.77 feet to a corner; (8) S. 80° 16' 10" W. 144.89 feet to a corner; (9) N. 82° 56' 10" W. 150.98 feet to a corner; (10) S. 75° 30' 00" W. 510.00 feet to a corner; (11) S. 14° 30' 00" E. 60.00 feet to a corner; (12) S. 75° 30' 00" W. 246.50 feet to the first mentioned point and place of beginning.

CONTAINING 81.64 Acres of land.

PREMISES "B"

ALL THAT CERTAIN tract of land situated in the Township of Newtown, County of Bucks, and Commonwealth of Pennsylvania, designated as Premises "B" on a "Plan of Minor Subdivision" prepared for Orleans Construction Company by Boucher and James, Inc., dated May 16, 1979, and last revised December 17, 1979, bounded and described as follows.

BEGINNING at a point in the intersection of Stoopville Road (33 feet wide) (L.R. -09053) with Eagle Road (33 feet wide) (T-346); THENCE extending through the bed of Eagle Road $S14^{\circ}38'16''E$ 1215.39 feet to a point, a corner of Premises "A"; THENCE continuing along same and through the bed of Eagle Road $S14^{\circ}30'00''E$ 1219.15 feet to a corner; THENCE leaving the bed of Eagle Road and along line of lands now or late of Carl P. and Merle Y. Belke which were formerly a part of this, the following three courses and distances: (1) $S75^{\circ}30'00''W$, 202.25 feet to a corner; (2) $S14^{\circ}30'00''E$ 525.45 feet to a corner; (3) $N75^{\circ}30'00''E$ 202.25 feet to a corner in the bed of Eagle Road; THENCE continuing in the bed of Eagle Road $S14^{\circ}30'00''E$ 772.17 feet to an angle point; THENCE continuing in the bed of Eagle Road $S21^{\circ}23'00''W$ 577.50 feet to a corner in the intersection of Eagle Road with Wrights Road (T-363) (33 feet wide); THENCE leaving said intersection and along line of land now or late of Harry W. and Margaret S. Van Horn $S74^{\circ}36'20''W$ 1087.13 feet to a corner of this land and in line of lands of John W. and Ruth C. Woll; THENCE along same the following two courses and distances: (1) $N24^{\circ}12'00''W$ 485.50 feet to a point; (2) $S67^{\circ}02'50''W$ 1698.92 feet to a point on the title line in the bed of Durham Road (L.R. - 152) (40 feet wide); THENCE through the bed of Durham Road, the following three courses and distances: (1) $N28^{\circ}29'00''W$ 572.47 feet to a point; (2) $N43^{\circ}45'00''W$ 524.10 feet to a point; (3) $N46^{\circ}07'30''W$ 322.97 feet to a corner; THENCE leaving the bed of Durham Road and along line of lands now or late of Robert A. and Elizabeth J. Hentz $N64^{\circ}14'00''E$ 1301.78 feet to a corner; THENCE along these lands and lands now or late of William W., Jr. and Elizabeth H. King, $N24^{\circ}15'54''W$ 794.38 feet to a corner; THENCE along lands of King $S68^{\circ}14'06''W$ 417.96 feet to a corner in line of lands now or late of Glenn R.

and Grace M. Bimson; THENCE along same $N22^{\circ}15'54''W$ 200.00 feet to a corner in line of lands now or late of J.E.S. Enterprises, Inc.; THENCE along same $N68^{\circ}14'06''E$ 57.80 feet to a point, a corner of these lands; THENCE continuing along line of lands of this and J.E.S. Enterprises, Inc., the following three courses and distances; (1) $N46^{\circ}53'54''W$ 331.37 feet to a corner; (2) $S68^{\circ}14'06''W$ 733.00 feet to an angle point, an iron pin found; (3) $S61^{\circ}20'50''W$, passing over an iron pin found 52.51 feet from the end of this line, 636.07 feet to a corner in the bed of Durham Road; THENCE along the bed of Durham Road $N46^{\circ}25'12''W$ 1261.43 feet to a corner in line of land now or late of George J. and Caroline N. Kaucher; THENCE leaving the bed of Durham Road and along line of land of Kaucher the following two courses and distances: (1) $N43^{\circ}34'48''E$ 494.34 feet to a corner; (2) $N46^{\circ}42'56''W$ 224.78 feet to a corner of this land and in line of land now or late of Harry F. and Patricia M. Haberkern; THENCE along same and lands of other $N37^{\circ}26'08''E$ 520.57 feet to an angle point, a stone found in place; THENCE continuing along lands of others $N39^{\circ}05'20''E$ 1165.26 feet to a corner in the bed of Stoopville Road (L.R. -09053) (33 feet wide); THENCE along the bed of Stoopville Road $S88^{\circ}52'00''E$ 795.20 feet to an angle point in same; THENCE $S87^{\circ}56'00''E$ 20.46 feet to a corner; THENCE leaving the bed of Stoopville Road and along line of lands now or late of Peter W. and Marilyn J. Henderson $S02^{\circ}03'40''W$ 162.86 feet to a corner; THENCE continuing along lands of Henderson and lands now or late of Joseph A. and Catherine M. Gallelli $S87^{\circ}56'20''E$ 601.49 feet to a corner passing over an iron pipe found 293.15 feet from the beginning of this line; THENCE continuing along lands of Gallelli $N24^{\circ}20'10''W$ 162.78 feet to a corner in the bed of Stoopville Road passing over an iron pipe located 0.10 feet from the beginning of this line; THENCE along the bed of Stoopville Road $S87^{\circ}54'40''E$ 2341.70 feet to the first mentioned point and place of beginning.

CONTAINING 394.37 Acres of land.

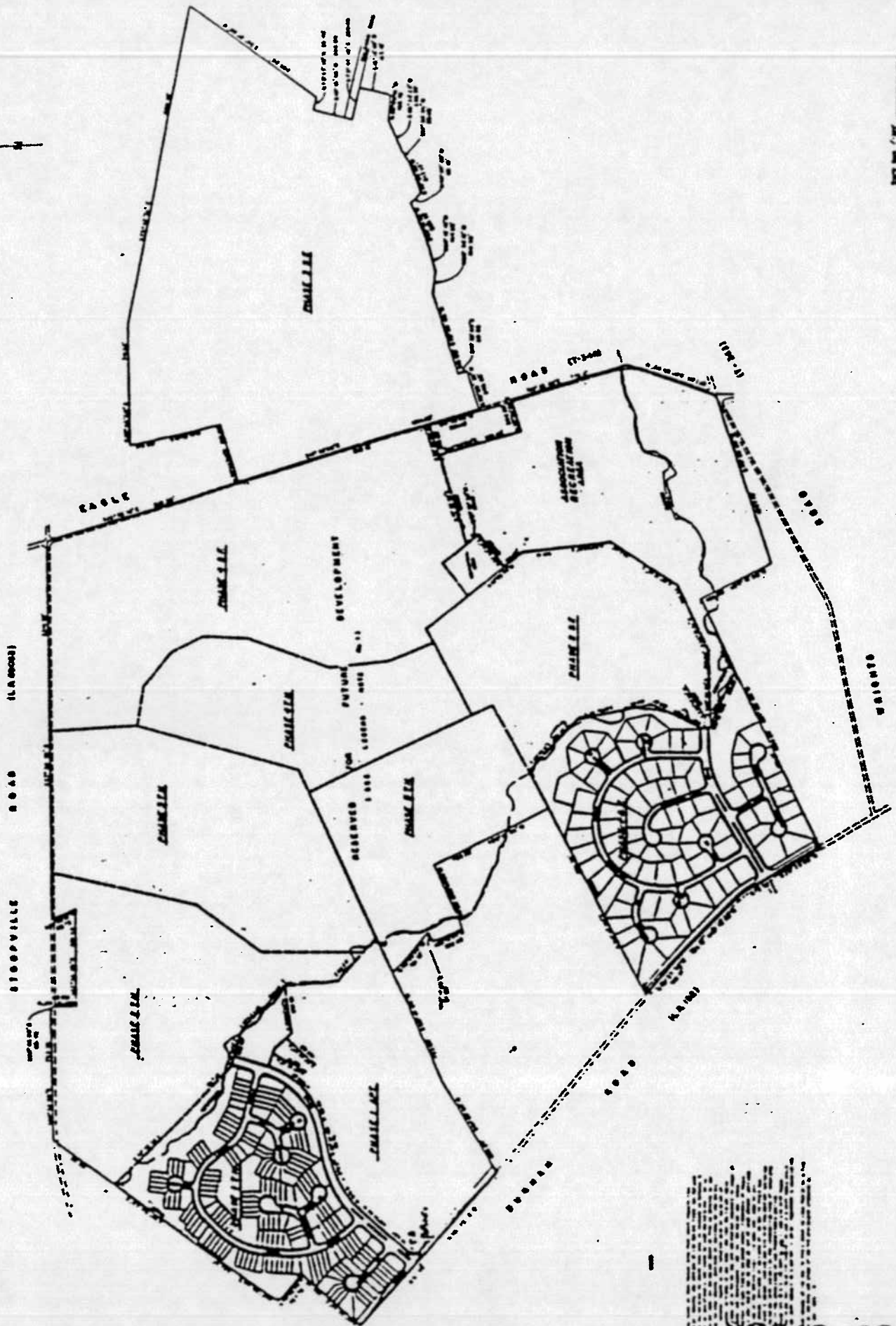


EXHIBIT B

02649-0934

EXHIBIT C

DESCRIPTION OF PROPERTY

PHASE 1 - T.H.

ALL THAT CERTAIN tract of land situated in the Township of Newtown, County of Bucks and Commonwealth of Pennsylvania bounded and described according to a plan entitled "Site Plan-T.H. -1" prepared by Boucher and James, Inc. dated May 26, 1978, last revised June 20, 1978 as follows.

BEGINNING at a point in the bed of Durham Road (L.R. -152) (40 feet wide) a corner of this land and lands now or late of George J. and Caroline N. Kaucher; THENCE leaving the bed of Durham Road and along lands of Kaucher the two following courses and distances: (1) N. 43° 34' 48" E. 494.34 feet to a point; (2) N. 46° 42' 56" W. 224.78 feet to a point in line of land of Harry F. and Patricia M. Haberkern; THENCE along same and lands of others the following two courses and distances: (1) N. 37° 26' 08" E. 520.57 feet to a point; (2) N. 39° 05' 20" E. 715.00 feet to a point; THENCE through land of which this is a part S. 42° 38' 38" E. 1017.10 feet to a point on the northerly side of Surrey Drive (proposed 60 feet wide); THENCE crossing the bed of the proposed Surrey Drive and around a proposed detention basin #2 the following five courses and distances: (1) S. 72° 25' 12" E. 225.00 feet to a point; (2) S. 43° 42' 53" E. 395.00 feet to a point; (3) S. 82° 55' 43" W. 298.50 feet to a point; (4) N. 38° 39' 47" W. 160.00 feet to a point; (5) N. 68° 48' 18" W. 108.41 feet to a point of curvature on the southerly side of Surrey Drive; THENCE along the southerly side of Surrey Drive in a southwesterly direction by a line curving to the right with a radius of 531 feet the arc distance of 550.36 feet to a point of tangency; THENCE continuing along same S. 80° 34' 48" W. 153.77 feet to a point of curvature; THENCE continuing along same by a line curving to the left with a radius of 574.31 feet the arc distance of 370.87 feet to a point of tangency; still continuing along the southerly side of Surrey Drive S. 43° 34' 48" W. 425.84 feet to a point of curvature; THENCE by a line curving to the left with a radius of 20 feet the arc distance of 31.42 feet to a point of tangency on the proposed widened side of Durham Road (proposed to be widened to 50 feet from the centerline); THENCE crossing said widened area and part of the bed of Durham Road S. 43° 34' 48" W. 50.00 feet to a point in the bed of Durham Road; THENCE along and through the bed of Durham Road N. 46° 25' 12" W. 572.07 feet to the first mentioned point and place of beginning.

CONTAINING 36.67 acres of land.

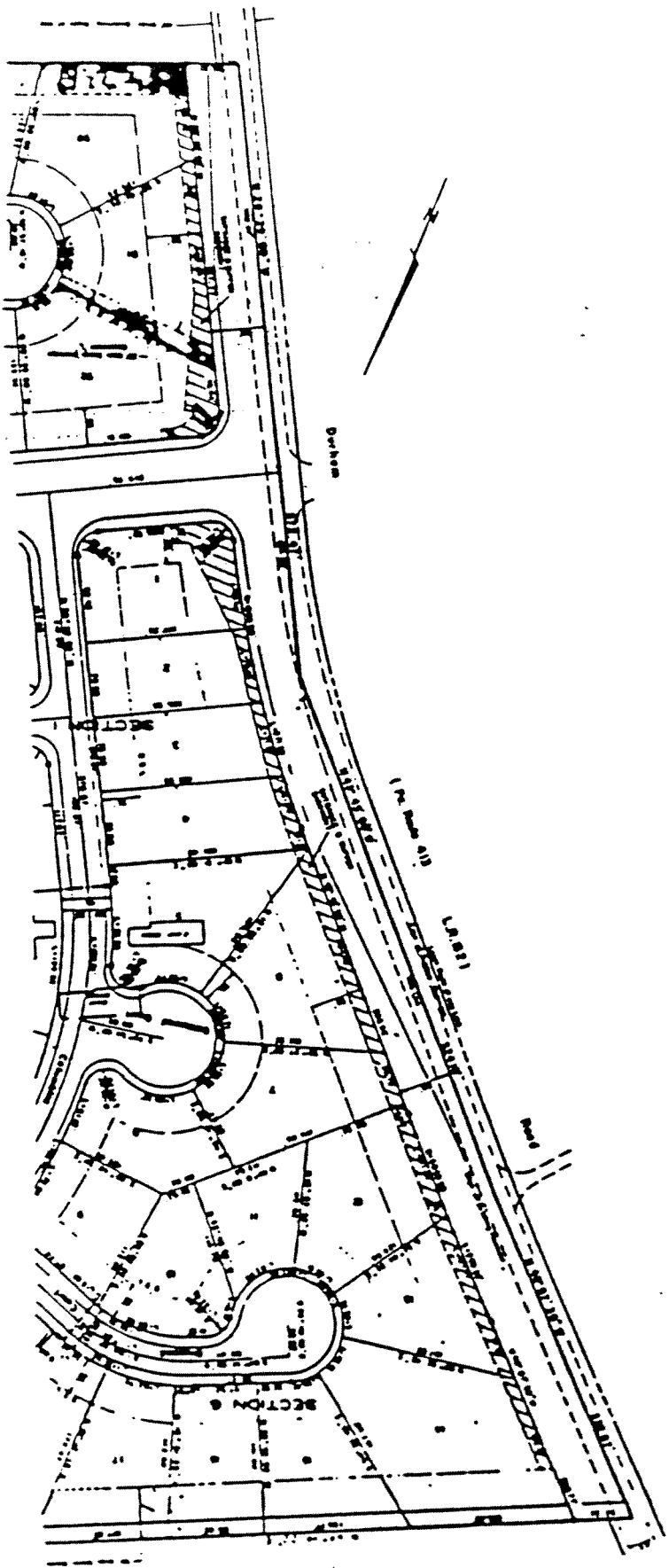
PHASE 1 - S.F.

ALL THAT CERTAIN tract of land situated in the Township of Newtown County of Bucks, and Commonwealth of Pennsylvania bounded and described according to a plan entitled Site Plan SF-1 prepared by Boucher and James, Inc., dated May 26, 1978, last revised April 26, 1979 as follows:

BEGINNING at a point in the bed of Durham Road (L.R. - 152) (40 feet wide) a corner of this land and lands now or late of John W. and Ruth S. Woll; THENCE along the bed of Durham Road the three following courses and distances; (1) N. 28° 29' 00" W., 572.47 feet to a point; (2) N. 43° 45' 00" W., 524.10 feet to a point; (3) N. 46° 07' 30" W., 322.97 feet to a corner of this land and lands now or late of Robert A. and Elizabeth J. Hentz; THENCE along the same and leaving the bed of Durham Road N. 64° 14' 00" E. 1559.61 feet to a point; THENCE through land of which this is a part the five following courses and distances: (1) S. 43° 06' 13" E., 451.62 feet to a point; (2) S. 09° 06' 40" E., 468.66 feet to a point (3) S. 27° 52' 50" W., 325.20 feet to a point (4) S. 03° 10' 00" W., 60.00 feet to a point; (5) S. 65° 10' 19" E., 398.26 feet to a point on line of land of this tract and lands now or late of John W. and Ruth C. Woll; THENCE along same S. 67° 02' 50" W., 1221.91 feet to the first mentioned point and place of beginning.

CONTAINING 42.97 acres of land.

D2549-0937

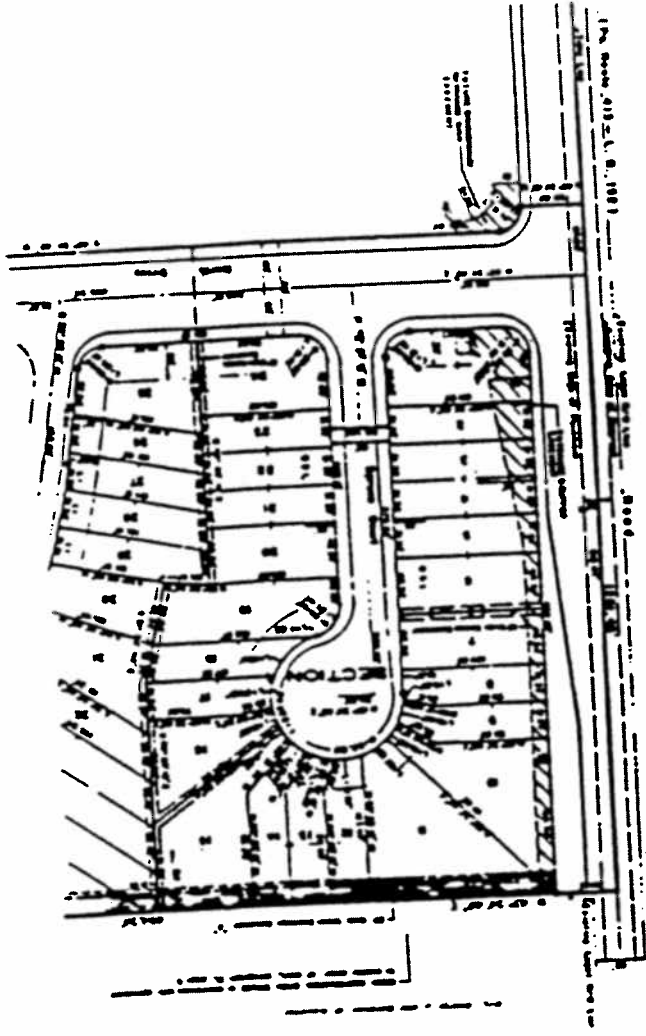


PROJECT: WATER EASEMENT SHEET: 1 OF 1		PREPARED BY: BAUCHER AND JAMES, INC. CONSULTING ENGINEERS & LAND SURVEYORS 1000 MARKET STREET, PHILADELPHIA, PA.		DATE: 11/11/55	
DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____		TITLE: ENTRANCE & WATER EASEMENT PLAN		SCALE: _____	
CONTRACT NO.: _____ PROJECT NO.: _____		SHEET NO.: _____		TOTAL SHEETS: _____	



D2649-0939

EXHIBIT D



Building Name: _____ Address: _____ City: _____ State: _____ Zip: _____		Project No. _____ Date: _____ Scale: _____ Drawing No. _____		Prepared by M. J. P. & J. M. J. Consulting Engineers & Architects 1000 North 10th Street Philadelphia, Pa. 19107		Title ORGANIC & BUTER CASPER PLAN Drawing No. _____ Date: _____ Scale: _____ Sheet No. _____ of _____	
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D2649-0940

EXHIBIT E

DESCRIPTION OF COMMON PROPERTY

ALL THAT CERTAIN parcel of land situated in the Township of Newtown, County of Bucks, Commonwealth of Pennsylvania, bounded and described in accordance with a plan entitled Master Site Plan, for Orleans Construction Company, prepared by Boucher and James, Inc., Engineers and Surveyors, Doylestown, PA., dated June 5, 1985.

BEGINNING at a point in the bed of Eagle Road, (T-346) (33 feet wide), said point being also the southeasterly most corner of lands now or late Carl B. and Merle Y. Belke.

THENCE from the first mentioned point and place of beginning along and through the aforesaid bed of Eagle Road the following two (2) courses and distances to wit: (1) S 14° 30' 00" E., 772.17 feet to an angle point; THENCE (2) S. 21° 23' 00" W., 577.50 feet to a point a corner in the intersection of Eagle Road with Wrights Road (T363) (33 feet wide); THENCE leaving said intersection S. 74° 36' 20" W., 1087.13 feet to a point, a corner; THENCE N. 24° 12' 00" W., 485.50 feet to a point, a corner; THENCE S. 67° 02' 50" W., 477.01 feet to a point; THENCE through lands of which this is a part the following nine (9) courses and distances to wit: (1) N. 65° 10' 19" W., 373.26 feet to a point, a corner; THENCE (2) S. 86° 50' 00" E., 450.00 feet to a point, a corner; THENCE (3) N. 63° 13' 21" E., 462.23 feet to a point, a corner; THENCE (4) N. 36° 16' 45" E., 485.03 feet to a point, a corner; THENCE (5) N. 04° 09' 28" W., 565.49 feet to a point, a corner; THENCE (6) N. 35° 59' 54" W., 144.62 feet to a point, a corner; THENCE (7) N. 54° 00' 06" E., 250.00 feet to a point, a corner; THENCE (8) N. 35° 59' 54" W., 93.08 feet to a point, a corner; THENCE (9) N. 75° 30' 00" E., 562.39 feet to a point, a corner of this and the aforesaid lands of Belke; THENCE along said lands the following two (2) courses and distances to wit: (1) S. 14° 30' 00" E., 525.45 feet to a point, a corner; THENCE (2) N. 75° 30' 00" E., 202.25 feet to the first mentioned point and place of beginning.

CONTAINING 44.32 acres of land.

D3649-0942

6086-2370

JV 41-97-1171

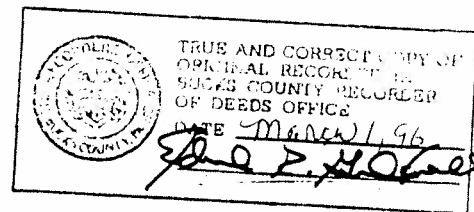
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Lupp Decl.
SEA DEED BOOK

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REC'D. 4-26-95



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28-348

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR NEWTOWN GRANT

This First Amendment made this 17th day of February, 1989, by FPA Corporation, a Delaware corporation, hereinafter referred to as the "Declarant."

WITNESSETH THAT:

WHEREAS, by Declaration of Covenants, conditions and Restrictions for Newtown Grant dated November 11, 1985, and recorded in Bucks County at Book 244, at page 287, et seq. (the "Master Declaration"), the Declarant subjected certain lands and premises located in Newtown Grant (Phase 1-S.F. and Phase 1-T.H.) to certain covenants, restrictions, easements, charges and liens, which lands are more particularly described in Exhibit A attached hereto; and

WHEREAS, the Master Declaration provides, in pertinent part, at Article VI, Section Six, that the Declarant has reserved the right, for itself, its successors and assigns, for a period of ten (10) years from the date the first Home is conveyed to an individual purchaser, to amend or supplement the Master Declaration, the Articles of Incorporation or the By-laws as may be required in order to conform such documents to the then current requirements of the Federal Housing Administration, Veteran's Administration, Federal National Mortgage Association or Federal Home Loan Mortgage Corporation; and

WHEREAS, the Veteran's Administration has advised Declarant of its requirement that the Master Declaration be amended so as to delete Section 12 of Article IV of the Master Declaration and in lieu thereof place a maximum upon annual increases of the Homeowners' Association Expense Annual Assessments, as said term is defined in the Master Declaration; and

WHEREAS, in order to comply with the requirements of the Veteran's Administration, Declarant has agreed to the amendment to the Master Declaration as hereinafter provided.

NOW, THEREFORE, Declarant does hereby amend the Master Declaration as hereinafter set forth.

1. Section 12 of Article IV of the Master Declaration, referred to as "Rejection of Budget," is hereby deleted in its entirety. In lieu thereof the following is inserted:

"Anything herein to the contrary notwithstanding, but provided such maximum is not violative of this Declaration, the By-laws or any applicable law, annual increases in the Homeowners' Association Expense Annual Assessment shall not increase in an amount in excess of

110% over and above the Homeowners' Association Expense Annual Assessment for the immediately preceding financial year of the Homeowners' Association, which 110% increase shall not include sums to be used for the payment of insurance premiums. Any increases in the Homeowners' Association Expense Annual Assessment in excess of said 110% (not including increases to be used for the payment of insurance premiums) shall require the approval by a majority vote of all votes in the Association."

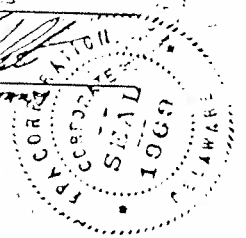
2. In all other respects the Master Declaration shall be unaffected hereby and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be duly executed the day and year first above written.

FPA CORPORATION

By: *William H. ...*
EXECUTIVE VICE PRESIDENT

Attest: *[Signature]*
ASST. SECRETARY



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF)

I hereby certify that on this 9th day of February, 1986, before me, a Notary Public in and for the state and county aforesaid, personally appeared James A. [unclear] and [unclear] of FPA Corporation, a Delaware corporation, and acknowledged themselves to be officers of said corporation, duly authorized and empowered to act on behalf of FPA Corporation, and it further acknowledged the aforesaid first amendment to Declaration to be the act and deed of said corporation for the purposes therein contained.

WITNESS my hand and notarial seal.

[Signature]
Notary Public

DIANE J. LEWICK
Notary Public, Third, Phila. Co.
My Commission Expires Oct. 9, 1988

EXHIBIT A
DESCRIPTION OF PROPERTY

PHASE 1 - T.H.

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CONTAINING 42.97 acres of land.



BUCKS COUNTY SS:
 RECORDED IN THE RECORDER'S
 OFFICE OF SAID COUNTY IN
 Deed BOOK 2739
 AT PAGE 169 &c.
 WITNESS MY HAND AND SEAL OF
 OFFICE March 12th 19 87

Edward P. Gultrecht

RECORDER OF DEEDS

1987 MAR 11 P 12:48 018946

1987

Dts

