

---

**DECLARATION  
of  
RESTRICTIONS, COVENANTS and EASEMENTS  
of  
SOMERTON FORGE**

**&**

**BY-LAWS  
of the  
SOMERTON FORGE HOMEOWNERS'  
ASSOCIATION, INC.**

---

FIRST AMENDMENT OF DECLARATION OF RESTRICTIONS, COVENANTS  
AND EASEMENTS OF SOMERTON FORGE

THIS FIRST AMENDMENT OF DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS OF SOMERTON FORGE ("Amendment") is made as of the 4th day of October, 1988 by SOMERTON FORGE, INC., a Pennsylvania corporation ("Declarant").

WHEREAS, Declarant executed a certain Declaration of Restrictions, Covenants and Easements of Somerton Forge dated Nov. 25<sup>th</sup>, 1987 and recorded on Dec 21, 1987 in the Office of Recorder of Deeds of Bucks County, Pennsylvania in Book 3743, Volume -, Page 324 ("Declaration") pursuant to which certain real property located in Lower Southampton Township, Bucks County, Pennsylvania, as described in Exhibit A attached hereto and made a part hereof, ("Property") was subjected to certain restrictions, easements, covenants, conditions and charges as more particularly described in the Declaration; and

WHEREAS, in accordance with the provisions of Subsection 1(a) of Article XIV of the Declaration, Declarant desires to amend the Declaration in the manner set forth below.

NOW, THEREFORE, Declarant, intending to be legally bound hereby, declares that the Declaration shall be amended as follows:

1. Subsection 1(a) of Article II is hereby deleted in its entirety and hereby inserted in its place is the following new Subsection 1(a) of Article II:

(a) access to and ingress and egress to and from all portions of the Common Areas and to and from all post office gang boxes now or hereafter located on the Property;

2. Section 2 of Article II is hereby deleted in its entirety and hereby inserted in its place is the following new Section 2 of Article II:

Section 2. Utility and Other Easements.

There is hereby created an easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, relocation, repair and maintenance of all post office gang boxes and of all utility and service lines, systems and equipment including, but not limited to, water, sewer, gas, telephone,

electricity, television or communication lines, systems and equipment. By virtue of this easement; it shall be permissible expressly for Declarant, its agents, employees or contractors or the providing utility or service company to install and maintain lines, facilities and equipment (including, but not limited to, transformers) on said Property, to excavate for search purposes and to take such additional necessary action, provided such party restores any disturbed areas as near as practicable to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, no post office gang boxes and no sewers, electrical lines, water lines or other utility service lines or facilities for such utilities may be installed or relocated on the Property except as approved by Declarant so long as Declarant is engaged in developing or improving any portion of the Property, or by the Association thereafter. The restriction set forth in the immediately preceding sentence shall not be construed to apply to the relocation, installation, or removal of utility lines within a structure which serve only the structure.

3. Except as otherwise provided in this Amendment, all provisions of the Declaration shall continue in full force and effect, are incorporated herein by reference and are affirmed hereby.

IN WITNESS WHEREOF, the Declarant, Somerton Forge, Inc., a Pennsylvania corporation, has caused this First Amendment of Declaration of Restrictions, Covenants and Easements of Somerton Forge to be executed as of the day and year first above written.

SOMERTON FORGE, INC., a  
Pennsylvania corporation

Attest: T. L. Chi

By: Michael M. Miller (for)

(Corporate Seal)

Commonwealth of Pennsylvania :  
: SS  
: County of Bucks :

On this, the 4th day of October, 1988 before me Mary Tomarski, the undersigned officer, personally appeared Michael Miller, who acknowledged himself to be the President of Somerton Forge, Inc., a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Mary Tomarski  
Notary Public

My Commission Expires:

Sept. 7, 1989

EXHIBIT "A"

(Legal Description)

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN tract or parcel of ground with the buildings and improvements thereon erected, situate in Lower Southampton Township, Bucks County, Pennsylvania and described according to a certain Plan of Property made for Irvin G. Schorsch by George B. Lebus, Inc., Engineers dated Nov. 15, 1963 as follows:  
to Wit:

BEGINNING at a point formed by the intersection of the center line of Bustleton Avenue and Somerton Pike (50 feet wide) with the Northeasterly side of the Pennsylvania Turnpike (200 feet wide); thence extending from said point of beginning Northwestwardly along the Northeasterly side of the Pennsylvania Turnpike (200 feet wide) on the arc of a circle curving to the left having a radius of 11,559.19 feet crossing the Northwesterly side of Bustleton and Somerton Pike the arc distance of 1,143.45 feet (erroneously set forth in prior deeds as 1,043.45 feet) to a point of tangent on the Northeasterly side of same; thence extending North 64 degrees 32 minutes 42 seconds West still along the Northeasterly side of the Pennsylvania Turnpike (200 feet wide) 299.91 feet to a point an angle; thence extending North 19 degrees 32 minutes 42 seconds West still along the Northeasterly side of the Pennsylvania Turnpike (of irregular width) 28.28 feet to a point an angle; thence extending North 64 degrees 32 minutes 42 seconds West still along the Northeasterly side of the Pennsylvania Turnpike (partly 235 feet wide and partly of irregular width) 284.41 feet to a point; thence extending North 36 degrees 12 minutes 30 seconds East 847.91 feet to a point; thence extending South 52 degrees 20 minutes 40 seconds East recrossing the Northwesterly side of Bustleton and Somerton Pike 1,524.11 feet to a point in the center line of same; thence extending South 15 degrees 58 minutes West along the center line of Bustleton and Somerton Pike 595.23 feet to the first mentioned point of intersection and place of beginning.  
CONTAINING in area 26.13 acres, more or less.

DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS  
OF SOMERTON FORGE

---

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS (hereinafter the "Declaration") is made this 25<sup>th</sup> day of Nov., 1987, by SOMERTON FORGE, INC., a Pennsylvania corporation (hereinafter the "Declarant").

WHEREAS, Declarant is the owner of a certain parcel of land situated in Lower Southampton Township, Bucks County, Pennsylvania consisting of approximately 26.13 acres (hereinafter referred to as the "Property") which parcel of land is more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Declarant desires to create on the Property a residential community to be known as "Somerton Forge" with certain portions of the Property as Common Areas (hereinafter defined) for the common benefit, use and enjoyment of the Occupants (hereinafter defined); and

WHEREAS, Declarant desires to ensure the attractiveness of Somerton Forge and to provide for the maintenance of the Common Areas and other areas of Somerton Forge; and

WHEREAS, this Declaration is intended to set forth the rights and obligations of the Declarant, the Occupants, the holders of mortgages on the Lots (hereinafter defined) and Units (hereinafter defined) and the Township (hereinafter defined) as each such right and obligation relates to the development, sale and use of the Property; and

WHEREAS, this Declaration is intended to be a master document governing the Property; and

WHEREAS, Declarant desires to erect on a portion of the Property various buildings containing in the aggregate one hundred four (104) Units and it is the Declarant's intention to sell the Units and Lots and to convey to the Association the remaining portions of the Property as Common Areas, for the benefit of the Occupants and Declarant; and

WHEREAS, Declarant further desires to provide for the preservation and maintenance of the value, style of living and amenities on the Property and, therefore, hereby subjects the Property to certain restrictions, easements, covenants, conditions and charges as hereinafter set forth, all of which are for the benefit of the Property, the Occupants and any other specific parties hereinafter named.

NOW, THEREFORE, Declarant, intending to be legally bound hereby, declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, conditions and charges, all as hereinafter set forth, and all of which shall run with the land and shall be binding upon all parties having or acquiring any interest in the Property or any portion thereof for the period of time hereinafter specified.

ARTICLE I  
DEFINITIONS

The following words when used in this Declaration or in any amendment or supplement hereto (unless the context clearly indicates otherwise) shall have the following meanings:

1. "Association" shall mean and refer to The Somerton Forge Homeowners' Association, Inc., a non-profit corporation formed under the laws of the Commonwealth of Pennsylvania.

2. "Board" shall mean the Board of Directors of the Association.

3. "By-Laws" shall mean the By-Laws of the Association.

4. "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Property and improvements thereto which are not within the title lines of the Lots and which are intended to be devoted to the common use and enjoyment of the Occupants.

5. "Control Date" shall mean the earlier of (i) that date on which the Declarant conveys a Lot and Unit which brings the aggregate number of Lots and Units sold to 75% of the total Lots and Units on the Property or (ii) that date which is three (3) years after the first Lot and Unit are conveyed by Declarant.

6. "Declarant" shall mean and refer to Somerton Forge, Inc., a Pennsylvania corporation, its successors and assigns (other than the Association) if any such successor or assign acquires all or substantially all of Somerton Forge, Inc.'s business of developing the Property, or a mortgagee taking title, by foreclosure or a deed in lieu thereof, to all or substantially all of the Property, or a purchaser of all or substantially all of the Property at a mortgage foreclosure sale.

7. "Declaration" shall mean and refer to this Declaration of Restrictions, Covenants and Easements of Somerton Forge.

8. "Directors" shall mean the members of the Board.

9. "Lot" shall mean any plot of land shown as a single lot on any recorded subdivision plat of the Property upon which Declarant intends to erect or cause to be erected a single family dwelling and to convey title to such Lot and single family dwelling to a purchaser.

10. "Member" shall mean a member of the Association.

11. "Occupant" shall mean the occupant of a Unit who shall be either the Owner (hereinafter defined) or a tenant.

12. "Owner" shall mean the then record owner, including the Declarant, whether one or more Persons (hereinafter defined), of the fee simple title to any Lot, but excluding any Person having an interest, however described, merely as security for the performance of an obligation, unless and until such Person has acquired fee simple title pursuant to foreclosure, other legal proceedings or a deed in lieu of foreclosure.

13. "Person" shall mean an individual, corporation, partnership, unincorporated association or other entity.

14. "Property" shall mean the real property described in Exhibit "A".

15. "Township" shall mean Lower Southampton Township, Bucks County, Pennsylvania or any arm, instrumentality, authority, agency, board or subdivision thereof.

16. "Unit" shall mean all or any portion of a building located upon a Lot and designated and intended for the use and occupancy as a residence by a single family.

## ARTICLE II EASEMENTS

### Section 1. Grant of Easements.

Declarant, subject to the limitations contained in this Declaration, hereby grants, creates and declares the following non-exclusive, common, free and uninterrupted uses, rights, liberties, easements and privileges in, upon, through, over, under and across the Property for the benefit of all present and future Owners, other Occupants and their guests and invitees:

(a) access to and ingress and egress to and from all portions of the Common Areas;



(b) right and enjoyment in and to the Common Areas;

(c) use and enjoyment of all footways, paths, sidewalks, walkways, driveways, and roadways located wheresoever on the Property and entrances and exits to streets and roads which are now or hereinafter may be located within the Common Areas;

(d) the use of all parking areas located within the Common Areas and designated for the parking of vehicles, if any;

(e) the use of all utility lines including but not limited to sewer, water, electric and gas lines that are now or hereafter located on the Property for the purpose of providing service to any Unit or Units whether or not located under, through, over or along any Lot or Common Areas; and

(f) the use of any and all recreational and community facilities whether now existing or to be constructed or erected on the Common Areas.

Except as provided above no Person shall have the right to use or enjoy any easement created herein, and none of the rights, privileges or easements created herein may be used by the public at large.

TO HAVE AND TO HOLD all the aforesaid easements, privileges and rights at all times hereinafter, except and under and subject as hereinafter provided, as appurtenant to the Lots, Units, and the remainder of the Property.

## Section 2. Utility Easements.

There is hereby created an easement upon, across, over, through and under the Property for ingress, egress, installation, replacement, relocation, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewer, gas, telephone, electricity, television or communication lines and systems. By virtue of this easement, it shall be expressly permissible for Declarant or the providing utility or service company to install and maintain facilities and equipment on said Property, to excavate for search purposes and to take such additional necessary action, provided such party restores any disturbed areas as near as practicable to the condition in which they were found. Notwithstanding anything to the contrary contained in this paragraph, (i) no sewers, electrical lines, water lines or other utility service lines or facilities for such utilities may be installed or relocated on the Property except as approved by Declarant so long as Declarant is engaged in developing or improving any portion of the Property, or by the

Association thereafter, and (ii) it shall not be construed to apply to the relocation, installation, or removal of utility lines within a structure which serve only the structure.

Section 3. Declarant's Easement to Correct Drainage.

For a period of two (2) years from the date of conveyance of each Lot, Declarant reserves an easement and right on, over and under the ground within that Lot to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil or take any other similar action reasonably necessary, following which Declarant shall restore the affected Lot as near as practicable to the condition in which it was found. Declarant shall give timely notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

Section 4. Construction Easements and Rights.

Notwithstanding any provision of this Declaration, so long as the Declarant is engaged in developing or improving any portion of the Property, Declarant, its agents, employees and contractors shall have an easement of ingress, egress and use over any portion of the Property not yet conveyed to an Owner for (i) movement and storage of building materials and equipment, (ii) erection and maintenance of directional and promotional signs, and (iii) the conduct of sales activities, including maintenance of model residences. Such easements shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness and general appearance of the Property.

Section 5. Easement to Inspect.

There is hereby created an easement in favor of the Association for ingress and egress from any Lot during reasonable hours (i) to inspect the Lot for alleged violations of this Declaration and/or compliance with architectural standards and/or approved plans for alterations and improvements, provided the Owner of such Lot is given written notice of the purpose and time of inspection at least three (3) days in advance thereof, and (ii) to perform such maintenance as it is required or permitted by this Declaration.

Section 6. Duration of Easements.

Except as otherwise set forth in this Article, the easements and rights granted and reserved herein are and shall be conveyed as running with the land and shall be perpetual and con-

tinue in full force and effect until modified or terminated pursuant to the provisions of this Declaration.

Section 7. Amended and/or Additional Easements.

Declarant, until the earlier of (i) conveyance of 90% of all of the Lots by Declarant or (ii) December 1, 1994, and the Association thereafter, may amend such easements, relocate such easements or grant additional easements, as necessary, during or after the construction of the Units and other improvements on the Property without the joinder of any Owner, his mortgagee or other interested party, in order to accomplish the objectives of such easements as described herein.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership.

Every Owner, including Declarant, shall be a Member of the Association. Membership in the Association shall be appurtenant to each Unit and transfer of title to each Unit shall transfer automatically membership in the Association without the necessity of the delivery of any document. Membership in the Association shall not be separated from ownership of any Unit. Any Owner which consists of more than one (1) Person shall be entitled to only one (1) membership.

Section 2. Rights of Members.

The rights of the Members, including voting rights, and the obligations of such Members, including dues for assessments as hereinafter more specifically described, shall be as provided in the By-Laws.

Section 3. Voting Rights.

The Association shall have two (2) classes of voting Members: Class A Members shall consist of the Owners of all Units and the Class B Member shall be the Declarant. The Owner (whether one (1) Person or more than one (1) Person) of each Unit, other than the Declarant, shall be entitled to cast one (1) vote per Unit. Whenever more than one (1) Person shall be the record title holder of any Unit, all such Owners shall appoint one (1) Person for the purpose of voting in accordance with the By-Laws and such division of ownership shall not increase the number of votes per Unit.

Class A. Each Class A Member shall be entitled to one (1) vote for each Unit owned. The Class A Members shall not in-

clude the Declarant unless and until its Class B membership has ceased and has been converted to a Class A membership as hereinafter provided.

Class B. As the sole Class B Member, the Declarant shall be entitled to three (3) votes for every Lot which Declarant owns. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever first occurs: (a) the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership; or (b) on that date which is three (3) years after the first Lot and Unit are conveyed by Declarant.

ARTICLE IV  
THE COMMON AREAS

Section 1. Title to Common Areas.

The Declarant may retain the legal title to the Common Areas until the earlier of (a) conveyance of 90% of all of the Lots and Units by Declarant or (b) December 1, 1994, at which time Declarant shall transfer legal title to the Common Areas to the Association, but regardless of actual title to such Common Areas, the provisions of Section 1 of this Article IV shall apply.

Section 2. Extent of Members' Rights and Easements.

The rights and easements of enjoyment granted hereby shall be subject to the following:

(a) The right and ability of the Declarant to construct improvements upon the Common Areas and to encumber the Common Areas by mortgage or other security instrument for the purpose of financing the construction of improvements on the Property, provided that when title to the Common Areas passes from Declarant to the Association such title must be free of all such mortgages and other security instruments;

(b) The right of the Association to suspend the enjoyment rights of any Member for a reason set forth herein or in any rules and regulations promulgated by the Board;

(c) The right, but not the obligation, of the Declarant or the Association to dedicate or transfer all or any portion of the Common Areas to any public municipality, authority, or the like, for all legal purposes and subject to such conditions as may be provided in the By-Laws; and

(d) The right of the Association to grant easements for use of the Common Areas and the right of the Association to regulate the use of the Common Areas for the benefit of the Members.

ARTICLE V  
COVENANT FOR ASSESSMENTS

Section 1. Creation of a Charge and Obligation for Assessments.

Each Owner, by acceptance of a deed for such Owner's Lot and Unit, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association such annual, special, delinquency, and restoration assessments as are established herein and paid in the manner hereinafter provided. Annual assessments shall commence immediately upon conveyance of the Lot and Unit from Declarant to Owner. Each Owner shall pay, at the time of conveyance of the Lot and Unit, an amount equal to one-sixth (1/6) of the Annual Assessment applicable to such Lot and Unit, which sum shall be non-refundable and shall be used to fund the Association's initial working capital and reserves.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and Unit against which each such assessment is made. In the case of a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for any unpaid assessments and/or charges, without regard to the right of the grantee to recover from the grantor the amounts paid by the grantee for such assessments and/or charges. No Owner of any Lot and Unit may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of such Owner's Lot and Unit.

Section 2. Method of Assessment.

All assessments shall be levied and collected by the Board against the Units and Lots. The Board shall fix the amount of the assessments as provided hereinafter and set the date or dates such assessments shall become due.

Section 3. Assessments Shall Consist of:

(a) The Annual General Assessment:

The annual general assessment shall be used exclusively

to promote the health, safety and welfare of the Members and in particular to improve, maintain, lease and operate the Common Areas and facilities, including maintenance as provided for in Article X, Section I hereof and the funding of appropriate reserves for future repair and replacement. By a vote of a majority of the Directors, the Board shall fix the annual general assessment in an amount sufficient to meet the obligations imposed by the Declaration. In the event the Board fails to fix an annual general assessment for any fiscal year, then the annual general assessment established for the prior year shall be automatically continued until such time as the Board acts.

(b) Special Assessments:

The Association may levy special assessments against the Units and Lots for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners, with only one (1) vote per Unit.

(c) Restoration Assessment:

The Association may levy a restoration assessment upon any Unit and Lot whose Owner fails to repair and maintain such Unit or Lot. Restoration assessments shall be limited to the amount necessary to meet the cost of restoration, the cost of collection of the assessment (including attorneys' fees and court costs), and all other costs associated with the restoration.

(d) Delinquency Assessment:

The Association may levy an assessment to be known as a delinquency assessment against any Owner who demonstrates a chronic or deliberate disregard for any of the rules, regulations, restrictions or covenants adopted by the Association, or for their enforcement against the Occupants or their guests and invitees, including but not limited to the payment of other assessments and the matters set forth in this Declaration. Such delinquency assessments shall be levied only by majority vote of the Board, shall require that notice of intent to make the levy be sent to the Owner at least ten (10) days prior to the levy, shall not exceed five percent (5%) of the then current general annual assessment per day, shall be collectible as other assessments provided for herein and shall be construed not as a penalty but rather as compensation for the extra time, trouble and expense connected with enforcing the rules and regulations against Persons who persistently ignore and violate the same.

Section 4. Effect of Nonpayment of Assessments and Remedies of the Association.

Any assessment installment not paid within ten (10) days after the due date shall be delinquent. Thereupon, the Association shall provide notice of such delinquency and may

(a) declare the entire balance of such assessment due and payable in full;

(b) charge a late fee in an amount to be set by the Board and entered in the book of resolutions;

(c) give registered or certified notice to the Owner that in the event payment with accrued charges is not made within ten (10) days from the date of such notice then the Association may secure all legal remedies available; and

(d) upon registered or certified notice to the Owner, suspend the right of such Owner to vote and/or to use the Common Areas until the assessment and accrued charges are paid in full.

In addition to the remedies set forth above, the Association shall be entitled to collect from such delinquent Owner all costs and expenses of any nature incurred by the Association in connection with the collection of such delinquent assessments and other fees and penalties, including, but not limited to, all court costs and attorneys' fees.

Section 5. Exempt Property

The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein: all properties to the extent of any easement or other interest therein dedicated and accepted by a public authority and devoted to public use; all Common Areas; all properties exempted from taxation by the State or County government upon the terms and to the extent of such legal exemption; Declarant-owned Lots or Units for which certificates of occupancy have not been issued by the Township.

ARTICLE VI  
INSURANCE

Section 1. Insurance on Common Areas, Buildings and Units

The Association shall maintain and keep in full force

and effect a policy of comprehensive general liability, fire, casualty and other damage insurance with respect to the Common Areas, Lots and Units, and all other improvements located on the Property, exclusive, however, of any contents or other special improvements contained in the Units. Such insurance shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying a claim of an Owner because of the negligent acts of the Association or other Owners. Each Owner shall pay annually to the Association as an assessment such Owner's pro rata share of this insurance premium. Such pro rata share shall be set forth in an annual notice to each Owner and shall be payable within thirty (30) days from receipt of said notice. Failure of any Owner to pay the pro rata portion of such annual insurance premium shall be governed by the provisions of Section 4 of Article V of this Declaration.

Section 2. Workmen's Compensation.

The Association, as part of its ordinary business expenses, shall keep in effect workmen's compensation insurance and employer's liability insurance if required by law.

Section 3. Insurance Trustee.

All policies of fire and damage insurance as provided for in Section 1 of this Article shall name the Board as the Insurance Trustee for the benefit of the Owners, their mortgagees and the Association.

Section 4. Amounts and Insurers.

The insurance set forth in this Article VI shall be maintained in reputable insurance companies authorized to transact business in the Commonwealth of Pennsylvania, and shall be in such amounts as are reasonable and normal within the insurance industry as of the times that the risks are insured.

ARTICLE VII  
ARCHITECTURAL REVIEW COMMITTEE

Section 1. Review and Approval by Committee.

No buildings or other improvements or alterations, including the contouring of land and planting, shall be erected, placed or layered on any Lot or Unit nor shall the exterior of any Unit be altered (structurally or cosmetically) until and unless plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color schemes, location, and approximate cost of such building, structure or other im-



provements or alterations, and the grading and landscaping plan, including topography and contours of the Lot, shall have been submitted to and approved by the Architectural Review Committee. Such approval shall be subject to all applicable Codes of the Township.

Section 2. Members.

The Architectural Review Committee shall consist of at least three (3) members, shall be appointed by Declarant from time to time and shall include such persons or members as Declarant shall choose in its sole and exclusive discretion, until the Control Date, and thereafter the appointments shall be made by the Board. Any member of such Committee may be removed by the Declarant or the Board, as the case may be, at any time with or without cause. At least one (1) member of the Architectural Review Committee shall be a member of the Board. The chairman of the Architectural Review Committee shall be elected by the members of such Committee.

Section 3. Plans.

All submissions of applications and plans shall be made to the Architectural Review Committee by Certified Mail Return Receipt Requested and must be in duplicate, one (1) copy of which shall be retained by Declarant or the Association as the case may be, regardless of the action taken.

Section 4. Approval.

The Architectural Review Committee shall have the right to disapprove, subject to the procedure and guidelines established by the Board, any such plans or specifications which are not suitable, in its opinion, for aesthetic or other reasons. In passing upon such plans or specifications, such Committee shall take into consideration the suitability of the proposed building or other structure or improvement or alteration, the materials to be used, the color scheme, the site of any proposed structure, the harmony with the surroundings and other dwellings and structures located on the Property, and the effect of such proposal on the view from adjacent or neighboring properties. In the event that after such presentation of such plans and specifications, the Architectural Review Committee fails to approve or disapprove said plans within forty-five (45) days of such presentation, such plans and specifications are deemed disapproved. Approval shall be made in one (1) way only: by signature of the chairman of the Architectural Review Committee (or such temporary chairman, who need not be a member of such Committee, as may be appointed by the Board in the chairman's absence) on each sheet of the plans submitted. Decisions rendered by the Architectural Review Committee may be appealed to the Board.

Section 5. Applicability.

It is understood that the Architectural Review Committee is an agency of Declarant or of the Association, and it is further provided expressly herein, that the obligation to submit plans and obtain approval shall apply to the Common Areas as well as other portions of the Property.

Section 6. Immunity.

Neither Declarant nor any member of the Architectural Review Committee or the Board, nor any successor or assign(s) thereto or thereof, shall be liable in damages to anyone submitting any plan or request to them for approval, or to any Owner affected thereby by reason of a mistake in judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plan or request. Every Owner who submits any plan or request to the Architectural Review Committee for approval agrees, by submission thereof, and every Owner agrees by acquiring title to any portion of the Property, that he or she will not bring any such action or suit to recover any such damages.

Section 7. Enforcement.

Declarant and the Association shall have the express power and the right to enforce strict compliance with the provisions of this Article VII. The remedy provided in this Section 7 is not intended in any way to limit the rights and remedies available to Declarant or the Association by law or otherwise.

Section 8. Provisions Inapplicable to Declarant.

Declarant shall be exempt from the submission and approval requirements of this Article VII.

ARTICLE VIII  
RULES AND REGULATIONS

There shall be a committee consisting of three (3) members, appointed by the Board, known as the "Rules Committee", whose duties shall include the establishment and enforcement of reasonable rules and regulations for the Common Areas. Any member of the Rules Committee may be removed by the Board at any time with or without cause. The Board shall have the right upon the recommendation of the Rules Committee to suspend the voting and/or other rights of any Owner violating such rules and regulations.

ARTICLE IX  
PARKING SPACES

The Declarant and the Association, following conveyance to it of the Common Areas, shall have the right to assign a parking space or spaces to and for the specific use of each Owner. The Declarant and the Association shall have the further right to establish and enforce "no parking areas" on the streets and roadways within the Property. The Association shall have the legal right to request the assistance of and/or to delegate the enforcement of such parking regulations to the Police Department of the Township, or its successors.

ARTICLE X  
EXTERIOR MAINTENANCE

Section 1. Maintenance.

Each Owner shall be responsible for and shall provide, at the sole expense of each such Owner, the maintenance of his Lot and the interior and exterior of his Unit; provided, however, that if any Owner fails to properly maintain his Lot or Unit and is notified of such failure by the Board, such Owner shall have thirty (30) days following the giving of such notice to make the repairs specified in such notice. If such Owner fails to make the specified repairs within such thirty (30) day period, the Association shall have the right to enter his Lot and Unit to perform the specified repairs, and all costs incurred by the Association in connection therewith shall be assessed against the Unit upon which such maintenance is performed as a restoration assessment in accordance with Article V of this Declaration. Any maintenance which involves any change in a Lot or in the exterior of a Unit shall be subject to the prior written consent of the Architectural Review Committee as set forth in Article VII above.

Section 2. Maintenance of the Common Areas

The Common Areas and all buildings and other improvements thereon shall be kept and maintained by the Association, the cost of which shall be assessed against each Owner in accordance with Article V of this Declaration.

Section 3. Maintenance of Retention Basin.

The Association, through a professional maintenance consultant or firm, shall maintain in good order and repair the retention basin, which is part of the Common Areas. The cost of

said maintenance shall be assessed against each Owner in accordance with Article V of this Declaration.

ARTICLE XI  
PARTY WALLS

Section 1. General Rules of Law to Apply.

Each wall which is built as part of the original construction of the Units upon the Property and placed on a dividing line between two Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article XI, the general rules of law regarding party walls and of liability for property damage shall apply.

Section 2. Sharing the Repair and Maintenance.

The cost of necessary repair and maintenance of a party wall shall be shared equally by the Owner of each Unit sharing the party wall, subject to Article X, Section 1.

Section 3. Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty, the wall shall be restored by the Association out of fire insurance proceeds from the Insurance Trustee as nearly as practicable to its condition immediately prior to the casualty.

Section 4. Weatherproofing.

Notwithstanding any other provision of this Article, an Owner who by his or his guests' or invitees' negligent or willful act or omission (or by the negligent or willful act or omission of any Occupant or his guests or invitees) causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land.

The right of any Owner to contribution from any other Owner under this Article, and the obligation of any Owner to contribute to any other Owner, shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Rights of Owners.

Notwithstanding any provision contained herein, there

shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners with any interest therein, the Association, and the Township. In the event of any dispute arising between Owners concerning a party wall, such dispute shall be submitted to the Board for resolution. A ruling by the majority of the Board regarding any question arising under this Article shall be final and conclusive.

ARTICLE XII  
GENERAL PROVISIONS

Section 1. Flexibility of Development.

Nothing contained herein shall be construed to require Declarant to develop the Property or any part thereof or to convey any part of the Property. Declarant, until the first Unit is conveyed, and/or the Association thereafter, shall have the right to change the location, size or permitted use of any part of the Common Areas or any easement or part thereof over the Property at any time, provided that no such change shall interfere with access to any Lot or the reasonable use of the Common Areas by the Owners, other Occupants and their guests and invitees. If required by law, such changes shall be subject to prior approval of the Township.

Section 2. Compliance with Final Plan.

Each Unit is intended to be, and only may be used as, a single family private residence, provided, however, that Declarant shall have the right to use Units as models and sales offices in connection with the sale of the Lots and Units. No use shall be made of any Unit which is contrary to the recorded subdivision plat or other plan for the development of the Property as the same may be approved by the Township, nor shall any use be made of any Lot, Unit or Common Area contrary to any conditions placed upon such approval by the Township.

Section 3. Lot Size.

No Lot shall be subdivided, partitioned or in any other manner reduced in size. However, the Declarant hereby expressly reserves to itself, its successors or assigns, the right to make modifications of any plan of Lots prior to the sale of a Lot shown thereon, provided such modifications shall be with such approval as may be required by the Township.

Section 4. Restrictive Covenants.

Without intending to limit the generality of the pro-

visions of this Declaration, the following restrictions are imposed as a common scheme upon the Property:

(a) no trailer, tent, shack, garage, barn, swimming pool or other outbuilding, shall be built on any Lot at any time, either of a temporary or permanent character, provided, however, that this prohibition shall not apply to shelters used by a builder during the construction of a structure, it being clearly understood that such temporary shelters may not, at any time, be used as residences, or permitted to remain on a Lot after completion of construction;

(b) no overhead wires, including telephone, electrical, or television cable or otherwise may be constructed on any Lot or cross over any Lot. All wires not located entirely within the enclosed portion of a structure must be buried beneath the surface of the ground;

(c) no animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit or on any Lot, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided that not more than two (2) pets in the aggregate are kept on any Lot and Unit;

(d) no front yard shall be paved, except for sidewalks, driveways and parking areas, except as approved by the Declarant, the Association and, if required, by the Township;

(e) no boat, boat trailer or truck exceeding one (1) ton capacity shall be parked on any area of the Property;

(f) except in connection with the construction of Units and other improvements by Declarant, the existing slope or conformation of any Lot shall not be altered, nor shall any structure, retaining wall, planting or other activity be constructed or taken which retards, changes or otherwise interferes with the natural flow of surface or drainage waters to the actual or threatened injury of any other Lot or Unit, or which creates erosion or sliding problems. All slope or conformation work shall be subject to the approval of the Architectural Review Committee and to the applicable codes and ordinances of the Township;

(g) except in connection with the construction of Units and other improvements by Declarant, no trees shall be cut, nor shall there be any substantial destruction of natural vegetation on any Lot without prior written approval from the Architectural Review Committee;

(h) no Lots or Units shall be used or maintained as a dumping ground for rubbish. All trash, garbage and refuse shall be stored in closed containers as inconspicuously as possible. No burning of trash, garbage, leaves and refuse shall be allowed. No materials or waste shall be stored in such manner that they may be transferred off the Property by natural causes (wind, rain, etc.);

(i) no noxious or offensive activity shall be carried on upon any Lot or in any Unit, nor shall anything be done thereon or therein which may be or may become an annoyance or nuisance to the other Occupants. The decision as to whether any activity is noxious or offensive shall be decided exclusively by the Association in such manner as it may elect to make such decision. No Occupant of any Unit shall be permitted to carry on or otherwise engage in any business activity therein;

(j) no statues, sculptures, painted trees, bird baths, replicas of animals or other objects of this nature may be affixed or placed on any Lot, Unit or other building where they would be visible from any street, public roadway or Common Areas without prior written approval from the Architectural Review Committee;

(k) no signs or advertising of any nature, including, but not limited to, real estate signs, "for sale" or "for rent" signs, shall be permitted to be displayed on any Lot, Unit or Common Area without prior approval of the Declarant or the Association. The foregoing provisions of this Subsection shall not apply to the Declarant;

(l) no repairing of any motor vehicle in any parking area nor in any other portion of the Property shall be permitted; and

(m) no drying or airing of any clothing or bedding shall be permitted outdoors on the Property, and no clothes hanging devices such as lines, reels, poles, frames, etc., shall be erected.

#### Section 5. Restrictions on Leasing.

No Lot and Unit may be leased for an initial period of less than six (6) months and for periods thereafter of less than thirty (30) days. No portion less than the entire Lot and Unit may be leased. Any Owner desiring to lease his Lot and Unit shall give the Association fifteen (15) days written notice of his intention to lease, the name and address of the prospective tenant, the terms and conditions of such proposed lease and such other information and documentation as the Association may reasonably require. Each such proposed lease must be in writing and

must contain a provision obligating the prospective tenant to comply with all terms, conditions and covenants of this Declaration and the By-Laws and rules and regulations of the Association. No lease shall contain a provision permitting any sublease unless such sublease is in writing and is specifically subject to the Declaration, By-Laws and rules and regulations of the Association.

Section 6. Management Agreements.

Declarant shall have the right to enter into a professional management agreement with respect to the Property at any time prior to the Control Date, provided, however, that any such agreement shall be terminable by the Association thereafter without cause upon ninety (90) days' written notice.

ARTICLE XIII  
RIGHTS OF MORTGAGEES

Each first mortgagee holding a mortgage on a Lot and Unit shall have the following rights:

- (a) To have its name and mailing address and the name and mailing address of its mortgagors recorded in the records of the Association, so that the Board or its agents can readily communicate with the said mortgagee;
- (b) To receive written notice of any default by the mortgagor in the performance of such mortgagor's obligations under this Declaration and the By-Laws which is not cured within thirty (30) days;
- (c) To examine the books and records of the Association, the Board and its agents;
- (d) To pay severally, or jointly with other mortgagees, taxes or other charges which are in default and which may become or have become a charge against the Common Areas, or secure new hazard insurance coverage on the lapse of a policy for such Common Areas; any first mortgagees making such payments shall be entitled to immediate reimbursement therefor from the Association;
- (e) If so provided in the mortgage documents, to have priority in the case of distribution to an Owner of insurance proceeds or condemnation awards for damages to or a taking of any or all of the Common Areas.



ARTICLE XIV  
AMENDMENT, TERMINATION AND ENFORCEMENT

Section 1. Amendment and Termination.

(a) In addition to certain amendment procedures set forth in the By-Laws, Declarant may modify, amend or terminate this Declaration and the rights, easements and obligations herein contained without the necessity of the joinder of any Owner, his mortgagee or any other interested party until the Control Date. Thereafter, this Declaration may be modified, amended or terminated by the Association acting only in accordance with the provisions of this Declaration and the By-Laws, subject to prior written notification to and approval by the Township, if so required.

(b) Subject to the foregoing right of Declarant to modify, amend or terminate, this Declaration and the covenants and restrictions contained herein shall run with the land and shall remain in effect perpetually unless by vote of 90% of the Members a decision is made to terminate this Declaration and the covenants and restrictions contained herein. Such termination, however, shall be subject to the prior approval of the Township, if so required.

In the event that the Association is not then functioning such termination may be made by any successor in interest, with the Township's approval if required, and the method of voting by any successor shall be as set forth in its by-laws or other rules applicable at that time.

In the event that neither the Association nor any successor is then in existence, such termination, with the Township's approval if required, may be made by a 90% vote of the Owners, each Unit to have one (1) vote. A document memorializing such vote shall be signed by at least 90% of the Owners, shall show the affirmative vote of such 90% and shall be recorded and refer to these restrictions and covenants.

(c) Any amendment or termination must be recorded in order to become effective.

Section 2. Enforcement.

If any Owner or his heirs, successors or assigns, shall violate or attempt to violate any of these restrictions and covenants, it shall be lawful for Declarant, or its assigns, or the Association, or other Owners, to prosecute any proceeding in law or in equity against the Person or Persons violating or attempting to violate any such covenants. No waiver of any of the

foregoing restrictions as to any Unit or Lot shall constitute a waiver of such or any restrictions as to any other Unit or Lot. Nothing contained in this Section shall impair or defeat the lien of any mortgage or deed of trust. In the event that Declarant, or the Association, or other Owners successfully prosecute an action at law or in equity to enforce any of these easements, restrictions and covenants, such party shall be entitled to recover reasonable attorneys' fees and costs, as determined by the Court, from the Owner against whom said action is maintained. This provision shall be deemed to be accepted and agreed to by each Owner.

ARTICLE XV  
MISCELLANEOUS

Section 1. Notices.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the Person who appears as a Member or Owner on the records of the Association at the time for such mailing.

Any notice required to be given to the Association shall be deemed to have been given when mailed, postage prepaid, to the last known address of the Association, or to the last known address of the President or Secretary of the Association.

Section 2. Condemnation.

In the event any portion of the Common Areas shall be taken or condemned by the exercise of the power of eminent domain, then the award or other monies payable with respect thereto shall be paid to the Association to be handled as it shall determine by proper corporate procedures.

Section 3. Severability.

Invalidation of any one of these covenants or restrictions by judgement or Court Order shall in no way affect any other provisions of this Declaration, all of which shall remain in full force and effect.

Section 4. Conflict.

In the event of conflict among or between this Declaration, the Articles of Incorporation of the Association, and the By-Laws, this Declaration shall control, then the Articles of Incorporation of the Association, and then the By-Laws.

Section 5. Interpretation.

Unless the context otherwise requires the use herein, the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing any substantive provisions thereof.

IN WITNESS WHEREOF, the Declarant, Somerton Forge, Inc., a Pennsylvania corporation, has caused this Declaration of Restrictions, Covenants and Easements of Somerton Forge to be duly executed the day and year first above written.

SOMERTON FORGE, INC., a  
Pennsylvania corporation

By: Michael Miller (pres)

Attest: T. R. L. (Sec)

(Corporate Seal)

Commonwealth of Pennsylvania :  
:SS  
County of Bucks :

On this, the 25th day of Nov., 1987,  
before me MARY TOMASESKI, the undersigned officer  
personally appeared Michael Miller, who acknowledged himself  
to be the PRESIDENT of Somerton Forge, Inc., a  
corporation, and that he as such OFFICER, being  
authorized to do so, executed the foregoing instrument for the  
purposes therein contained by signing the name of the corporation  
by himself as PRESIDENT.

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

Mary Tomaseski  
Notary Public

MARY TOMASESKI, Notary Public  
Lower Southampton Twp., Bucks Co.  
My Commission Expires Sept. 7, 1990

EXHIBIT "A"

(Legal Description)

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN tract or parcel of ground with the buildings and improvements thereon erected, situate in Lower Southampton Township, Bucks County, Pennsylvania and described according to a certain Plan of Property made for Irvin G. Schorsch by George B. Mebus, Inc., Engineers dated Nov. 15, 1963 as follows:  
to Wit:

BEGINNING at a point formed by the intersection of the center line of Bustleton Avenue and Somerton Pike (50 feet wide) with the Northeasterly side of the Pennsylvania Turnpike (200 feet wide); thence extending from said point of beginning Northwestwardly along the Northeasterly side of the Pennsylvania Turnpike (200 feet wide) on the arc of a circle curving to the left having a radius of 11,559.19 feet crossing the Northwesterly side of Bustleton and Somerton Pike the arc distance of 1,143.45 feet (erroneously set forth in prior deeds as 1,043.45 feet) to a point of tangent on the Northeasterly side of same; thence extending North 64 degrees 32 minutes 42 seconds West still along the Northeasterly side of the Pennsylvania Turnpike (200 feet wide) 299.91 feet to a point an angle; thence extending North 19 degrees 32 minutes 42 seconds West still along the Northeasterly side of the Pennsylvania Turnpike (of irregular width) 28.28 feet to a point an angle; thence extending North 64 degrees 32 minutes 42 seconds West still along the Northeasterly side of the Pennsylvania Turnpike (partly 235 feet wide and partly of irregular width) 284.41 feet to a point; thence extending North 36 degrees 12 minutes 30 seconds East 847.91 feet to a point; thence extending South 52 degrees 20 minutes 40 seconds East recrossing the Northwesterly side of Bustleton and Somerton Pike 1,524.11 feet to a point in the center line of same; thence extending South 15 degrees 58 minutes West along the center line of Bustleton and Somerton Pike 595.23 feet to the first mentioned point of intersection and place of beginning.  
CONTAINING in area 26.13 acres, more or less.