

CLIVEDEN DEVELOPMENT ASSOCIATES

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth  
by CLIVEDEN DEVELOPMENT ASSOCIATES, a Pennsylvania General  
Partnership, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in  
Newtown Township, Bucks County, Pennsylvania, more particularly  
described as:

ALL THAT CERTAIN tract of land situate in the Township  
of Newtown, Bucks County, Pennsylvania, being known as  
"Cliveden" as shown on the final plan thereof dated  
*August 8*, 1979, prepared by Tri-State Engineers  
and Land Surveyors, Inc., 801 West Street Road, Feaster-  
ville, Pennsylvania, bounded and described as set forth  
in Exhibit "1" and recorded in the Office for the Record-  
ing of Deeds in and for Bucks County in Plan Book 193,  
page 42.

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*712 724 472*

*WJH*

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701 11340  
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STF 13428-1  
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*TK 901, 701  
C-641-120-07N*

*91-25-1047*

AND WHEREAS, Declarant will convey the said properties, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the real property. These easements, covenants, restrictions and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I  
DEFINITIONS

Section 1. "Association" shall mean and refer to Cliveden Homeowners Associates, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association and described in Exhibit "2" attached hereto and made a part hereof.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Cliveden Development Associates, its successors and assigns if such successors or assigns should acquire more than the undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. Annexation of additional property shall require the consent of two-thirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%)

of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 2. If within 10 years of the date of incorporation of this Association, the Declarant should develop additional lands within the area described in Plan Book 193, page 42, of the records of Bucks County.

such additional lands may be annexed to said properties without the assent of the Class A members; provided however, that the development of the additional lands described in this section shall be in accordance with a general plan submitted to Newtown Township. Detailed plans for the development of additional lands must be submitted to Newtown Township prior to such development. If the Township determines that such detailed plans are not in accordance with the general plan on file and either agency so advises the Association and the Declarant, the development of the additional lands must have the assent of two-thirds (2/3) of the Class A members who are voting in person or by proxy at a meeting

duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

### ARTICLE III

#### MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot including contract Sellers, shall be a membership of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV  
VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all those Owners as defined in Article III with the exception of the Declarant. <sup>be</sup> Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant. The Class B member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article III, provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on November 10, 1990.

ARTICLE V  
PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

(a) the right of the Association to limit the number of guests of members;

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgage in said properties shall be subordinate to the rights of the homeowners hereunder;

(d) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(e) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer

shall be effective unless an instrument signed by members entitled to cast two-thirds (2/3) of the votes of the Class A membership and two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than 30 days nor more than 60 days in advance; and

(f) the right of the individual owners to the exclusive use of parking spaces as provided in this Article.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, prior to the conveyance of the first Lot or at such time as may be permitted by the ordinance, rules and regulations of the Township of Newtown.

ARTICLE VI  
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and



agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties, and in particular for the improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the homes situated upon the properties.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Four Hundred Eighty dollars (\$480.00 ) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding two years and at the end of each such period of two years, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 6. Quorum for Any Action Authorized under Sections 3 and 4. At the first meeting called, as provided in sections 3 and 4 thereof, the presence at the meeting of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in sections 3 and 4, and the required quorum at any such subsequent meeting.

shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 6 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against

the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (c) the Common Area; and (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Pennsylvania. However, no land or improvements devoted to dwelling use shall be exempt from said ownership.

ARTICLE VII  
TOWNSHIP REQUIREMENTS AND LANE USE RESTRICTIONS

Section 1. Should the Association establish to own and maintain the Common Open Space, or any successor organization, at any time after establishment of the Planned Residential Development fail to maintain Common Open Space in reasonable order and condition in accordance with the development, the Board may proceed as provided in Act 247, Section 705,D2, to demand that the deficiencies of maintenance be corrected or that the Township will enter upon and maintain Common Open Space. Notice to affected property owners in accordance with the provisions of Amendments as required in Article XVIII of this Ordinance shall be deemed to be adequate notice by the Township. The cost of such maintenance by the Township shall be assessed ratably against the properties within the Planned Residential Development that have a right of enjoyment of the Common Open Space, and shall become a lien on said properties. The Township at the time of entering upon said Common Open Space, for the purpose of maintenance shall file a notice of lien in the office of the Prothonotary of the County upon the properties affected by the lien within the Planned Residential Development.

Section 2. Specific Use Regulations for Common Open Space.

- (a) No motor vehicle usage except for maintenance purposes.
- (b) No cutting of any tress or destruction or removal of vegetation, rocks, or soil unless in accordance with a landscape improvement plan approved by a majority vote of the

Homeowners Association and the Township Board of Supervisors pursuant to review and approval by the Township Planning Commission. Such plan shall be in accordance with all other applicable sections of this Ordinance.

(c) No alteration of any stream, pond, or lake shall be permitted unless in accordance with a plan approved by a majority vote of the Homeowners Association and the Township Board of Supervisors pursuant to review and approval by the Township Planning Commission. Such plan shall be in accordance with all applicable regulations of the Pennsylvania Department of Environmental Resources and other applicable sections of this Ordinance.

(d) No structures shall be erected unless in accordance with a plan approved by a majority vote of the Homeowners Association and the Township Board of Supervisors pursuant to review and approval by the Township Planning Commission. Such plan should be in accordance with all other applicable sections of this Ordinance.

(e) No kennels, stables or similar structures for the housing of animals shall be erected and no animals shall be permanently housed in the Common Open Space zone.

ARTICLE VIII  
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall

any exterior addition to or change or alteration therein be made until the plans and specification showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee, composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

No fence shall be erected in the front yard of any residence.

No "For Sale" sign or other sign designating that the residence is for sale shall be placed on the premises or attached to any residence within two years from the date of sale of the first lot. No landscaping plan, trees, shrubs or plantings shall be made, planted, installed or maintained upon the properties until plans and specifications showing the nature, kind, shape, maximum height and location of the same shall have been submitted to and approved in writing as to harmony of design and location in relation to the surrounding property and topography by the Board of Directors of the Association or by the said architectural committee.

Paint, stain, or other exterior finish applied to the exterior surface of any structure within the property shall be subject to such review and approval by the Board of Directors by the architectural committee as to harmony in relation to surrounding structures.

The Board of Directors or the architectural committee, subject to review and approval by the Board of Directors, shall adopt such rules and regulations pertaining to the foregoing as may be compatible therewith and shall be enforceable in accordance with the terms of the Declaration.

#### ARTICLE IX

##### EASEMENTS

The Declaration is subject to the Easements set forth in Exhibit "3" attached hereto and made a part hereof.

#### ARTICLE X

##### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be properly recorded.

Section 4. Parking Area Repair. The Association shall be responsible for the repair or the replacement of paving on or about the parking area adjacent to the common recreation area situate in "Area D" as shown on the final plan of Heights of Newtown, as the same may be required by repairs, replacement or installation of pipeline properties or equipment performed by Transcontinental Gas Pipeline Corp., its successors and assigns to, upon or under its easement situate in said area.

IN WITNESS WHEREOF, the Declarant has caused these presents  
to be executed the 30<sup>th</sup> day of November, 1980.

CLIVEDEN DEVELOPMENT ASSOCIATES,  
A General Partnership

By: CHIPIN CLIVEDEN ASSOCIATES, INC.,  
General Partner

By: *Edward H. Chipin* <sup>Pres.</sup>

Attest: *William H. Chipin*

By: C. W. PROPERTIES, INC.,  
General Partner

By: *Edward H. Dolan*

Attest: *James M. Dolan*

By: ANSALDO ASSOCIATES, INC.,  
General Partner

By: *Charles Minaster* <sup>Pres.</sup>

Attest: *Alfred J. Minaster*

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF BUCKS

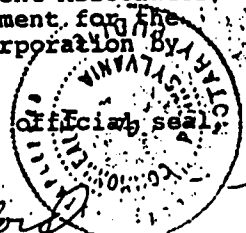
On this, the 30<sup>th</sup> day of Nov., 1980, before

me, a Notary Public, personally appeared Sydney Chipin who acknowledged himself to be the President of Chipin Cliveden Associates, Inc., a General Partner of Cliveden Development Associates, Inc., a General Partner of Cliveden Development Associates, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

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

Helen H Stapleford  
Notary Public

HELEN H. STAPLEFORD, NOTARY PUBLIC  
DOYLESTOWN BOROUGH, BUCKS COUNTY  
MY COMMISSION EXPIRES FEB. 19, 1981



COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF BUCKS

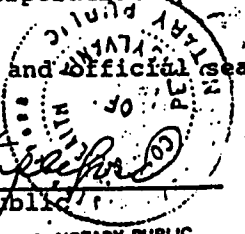
On this, the 30<sup>th</sup> day of Nov., 1980, before

me, a Notary Public, personally appeared Edward N. De Costa who acknowledged himself to be the President of C. W. Properties, Inc., a General Partner of Cliveden Development Associates, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

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

Helen H Stapleford  
Notary Public

HELEN H. STAPLEFORD, NOTARY PUBLIC  
DOYLESTOWN BOROUGH, BUCKS COUNTY  
MY COMMISSION EXPIRES FEB. 19, 1981



COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF BUCKS

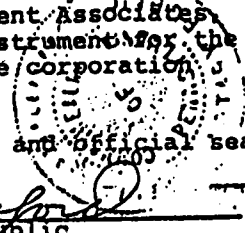
On this, the 30<sup>th</sup> day of Nov., 1980, before

me, a Notary Public, personally appeared Charles S. Anastasia who acknowledged himself to be the President of Ansaldo Associates, Inc., a General Partner of Cliveden Development Associates, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such President.

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

HELEN H. STAPLEFORD, NOTARY PUBLIC  
DOYLESTOWN BOROUGH, BUCKS COUNTY  
MY COMMISSION EXPIRES FEB. 19, 1981

Helen H Stapleford  
Notary Public



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