

UNILATERAL DECLARATION OF RESTRICTIONS
AND COVENANTS

WHEREAS, SAMUEL MORTON, JOHANNA MORTON, BRUD HUTCHINSON,
NANCY J. M. HUTCHINSON and GEORGE PARRY CONSTRUCTION, INC.,
Co-Partners, are the owners in fee of certain real estate in
Upper Makefield Township, Bucks County, Pennsylvania,
described as follows:

BEING ALL THAT CERTAIN PARCEL of land situate in Upper
Makefield Township, Bucks County, Pennsylvania, being known as
Bowman's Tower Farm, more specifically described in a plat
recorded in the Office of the Recorder of Deeds in and for
Bucks County, Pennsylvania, in Plan Book No. ²³⁸239, Page 60,
on Feb 20, 1987, (hereinafter called the Plan), having
taken title to the aforesaid real estate by Deed dated the 13th
day of November, 1985, and recorded in the Office of the
Recorder of Deeds in and for Bucks County, in Deed Book 2645,
page 355 et seq.; and

WHEREAS, it is the intention of Samuel Morton, Johanna
Morton, Brud Hutchinson, Nancy J. M. Hutchinson and George
Parry Construction, Inc., (hereinafter called Declarant) for
that the purposes and objects be to impose certain
covenants, conditions, easements, benefits, burdens and

DO40-086PA
P522 370
STA 12/140
CA 1071
TOM 370
LEA 10035
T99055056

158
60

100 1/20/87
DE735-332

servitudes on the aforementioned lands for the benefit of Upper Makefield Township, its successors and assigns, and for the benefit of Declarant, its successors and assigns.

NOW, THEREFORE, Declarant hereby declares that all the property described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I - DEFINITIONS

SECTION 1. 'Association' shall mean and refer to the Bowman's Tower Farm Homeowners' Association, a nonprofit corporation, its successors and assigns.

SECTION 2. 'Community Facilities' shall mean the open space, detention basins, private accessways, private parking areas, private walkways, recreational facilities, lighting on private accessways and such other facilities as the Association may construct or acquire hereafter.

SECTION 3. 'Declarant' shall mean and refer to Samuel Morton, Johanna Morton, Brud Hutchinson, Nancy J. M. Hutchinson and George Parry Construction, Inc., Co-Partners, their successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the

Declarant for the purpose of development.

SECTION 4. 'Lot' shall mean and refer to any plot of land shown on any recorded map or plot of Bowman's Tower Farm or any plot added to this Declaration by Declarant from Bucks County Tax Parcel 47-7-21 intended as a single-family residential building lot with the exception of Tax Parcel No. 47-7-29-1, Tax Parcel 47-7-29 and Tax Parcel 47-7-30-1.

SECTION 5. 'Open Space' shall mean that space which is shown on the Plan of Bowman's Tower Farm as Common Open Space, together with the access driveway, off-street parking, loading, rights of way and streets.

SECTION 6. 'Owner' shall mean and refer to the recorded owner whether one or more personal or entities, of a fee simple title to any lot which is part of Bowman's Tower Farm, but excluding those having such interest merely as security for the performance of an obligation. Ownership of more than one lot shall subject the owner to separate rights, privileges and duties with respect to each lot.

SECTION 7. 'Bowman's Tower Farm' shall mean and refer to that certain real property described in Exhibit "A," and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

ARTICLE II - PROPERTY RIGHTS

SECTION 1. 'Owner's Easement of Enjoyment' Every owner shall have the right and easement of enjoyment in and to the

D2735-334

Open Space and Community Facilities which shall be appurtenant to and shall pass with title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable charges and assessments for the use and replacement and maintenance of any of the Community Facilities, to include the right to create a 'sinking fund' for the replacement of Community Facilities;

(b) the right to the Association to suspend the voting rights and right to use of the Community Facilities by an owner for any period of time for which any assessment against his lot remains unpaid; and for a period not to exceed thirty (30) days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) the right of the Association to declare or transfer all or any part of the Open Space or Community Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members and the Township of Upper Makefield. No such dedication or transfer shall be effective unless it has been approved by the Upper Makefield Township Board of Supervisors and unless an instrument has been signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer;

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

(e) the right of the Association to establish uniform rules and regulations pertaining to the use of the Community Facilities;

(f) subject to a perpetual easement for the installation and maintenance of electric service, telephone service, drainage facilities and the necessary appurtenances to the above for the benefit of the municipal, or other entities, and/or public or private utility companies ultimately operating such facilities;

(g) an easement in favor of the Declarant, its agents, servants, licensees, invitees, successors and assigns for any purpose incidental to the development business operation of the Declarant, its successors and assigns, provided, however, that such easement shall terminate three (3) years after conveyance of Community Facilities and Open Space to the Association, or the sale of the last residential lot within the aforesaid real property, whichever is earlier.

SECTION 2. 'Waiver of Use' No member may exempt himself from liability for his charges and assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Community Facilities or by abandonment of his lot.

ARTICLE III - COVENANTS FOR MAINTENANCE CHARGES

SECTION 1. 'Creation of the Lien and Personal Obligation of Charges and Assessments' Each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the association all annual charges and assessments, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special charges and assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon the property against which each such charge and assessment were made. These charges and assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the charge and assessment fell due.

SECTION 2. 'Effect of Nonpayment of Charges and Assessments; Remedies of the Association' Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property.

SECTION 3. 'Subordination of the Lien to Mortgages' If a mortgagee of a first mortgage of record or other purchaser of a

D2735-327

lot acquires title to such lot as a result of a foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the charges and assessments by the Association pertaining to such dwelling unit or chargeable to the former owner which became due prior to acquisition of title as a result of the foreclosure.

ARTICLE IV - ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the owner's lot, nor shall any exterior addition, color scheme or alteration be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior colors and location of 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 Declarant, or by an architectural committee appointed by the Board of Directors of the Association after the Declarant no longer owns any lots, and appropriate permits are acquired from Township. In the event the Declarant, or the designated committee, fails to approve or disapprove such design and location within ninety (90) days after said plan and specifications have been submitted to it, approval will not be required and this Article will have been deemed to have been fully complied with.

ARTICLE V - USE RESTRICTIONS

SECTION 1. In addition to all of the covenants contained herein, the use of the Community Facilities, Open Space and each lot in Bowman's Tower Farm are subject to the following:

(a) At no time hereafter shall any owner or any person or persons acting under him use any object or thing which creates noise, smoke, odor, soot or vibrations in such manner as to disturb any other owner or lawful user of Bowman's Tower Farm, nor shall they have any signs, flags, banners, pennants, flashing lights, wires, clothes or any other unsightly object beyond the interior walls of the premises so that they are in any way visible from the outside; provided, however, American flags and other patriotic-type flags will be permitted to be flown or hung on appropriate occasions and lights will be permitted to be used during the year-end holiday season;

(b) No owner or lawful occupier shall erect or maintain a television antenna which is externally visible on any building;

(c) No sign or devise of any kind shall be placed upon any of the Open Space except those specifically approved by the Association in writing and permitted by municipal ordinances and the Association shall have the power to remove any such sign or device and to charge to the person or persons causing the erection of same the cost thereof. In the event that the person cannot be collected, then the Association shall be permitted to pay the same from the Association funds;

(d) Each owner of a dwelling unit shall maintain fire and extended coverage insurance subject to the review and approval of the Declarant and/or Association. The insurance policy shall contain a mortgagee endorsement in favor of the holder of the mortgage as his interest may appear at the time of loss. Each owner will be required to repair, rebuild or replace with new materials of like size, kind and quality as such property had been prior to its damage or destruction by fire or other casualty;

(e) No owner shall allow any pets or animals to roam at large and in no event will more than one pet or animal of any kind or nature whatsoever be brought upon the premises of an owner. No pets or animals whether under control or leash or otherwise, shall at any time create a nuisance by the discharge of bodily waste or any part of the premises not owned in fee by the owners;

(f) No owner shall leave any non-operating vehicle or vehicle not licensed to be operated on or about the property of either the owner or the Association;

(g) In the event of taking in condemnation of the Open Space and Community Facilities or any portion thereof, the award for such taking shall be payable to the Association. After such determination, each owner shall be entitled to a share of the damages in proportion to his interest in the condemned property. In no event shall the owner of the condemned property have a priority over any institutional holder of a first mortgage lien or equivalent security interest with respect to the distribution made of the proceeds from any award or settlement in condemnation;

(h) No owner shall be permitted to lease his dwelling unit unless the lease will be in writing. All leases shall provide that the lessee shall be subject in all respects that any failure by the lessee to comply with the terms of the By-Laws of the Association shall be in default under the Lease;

(i) No owner shall be permitted to construct an above-ground swimming pool on his lot.

ARTICLE VI - GENERAL PROVISIONS

SECTION 1. 'Enforcement' The Association or any Owner shall have the right to enforce, any any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provision 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 their right to do so hereafter.

SECTION 2. 'Severability' In validation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect.

SECTION 3. 'Duration and Amendment' The covenants and restrictions of this Declaration shall be perpetual and run with and bind the land. This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the lot owners. Any amendment must be recorded. Any amendment effecting the ownership, transfer or maintenance of the Open Space and Community Facilities shall require the prior approval of the Upper Makefield Township Board of Supervisors.

SECTION 4. The provisions herein contained shall be construed to be covenants running with the land and binding the Declarant, its successors and assigns.

SECTION 5. Any and all of the provisions herein contained shall be enforceable by Declarant, its successors, and assigns, and/or Upper Makefield Township, its successors and assigns.

SECTION 6. Other than the ultimate road rights of way, no public improvements or facilities shall be offered for dedication to Upper Makefield Township.

D2735-341

SECTION 7. Each owner of a lot shall be responsible for the maintenance and repair of any drainage swale running across such owner's property within such owner's lot lines.

SECTION 8. Should any notes of the Plan conflict with the provisions herein, the provisions of this document shall control.

SECTION 9. The Plan as recorded is only one sheet of ~~numerous pages of the approved Final Subdivision Plan.~~ The property which is the subject of this document is subject to all pages of the Final Subdivision Plan as approved even though such pages are not recorded and the premises are also subject to all conditions of final approval imposed by the Board of Supervisors of Upper Makefield Township, if any. Copies of the full set of approved Final Subdivision Plans and copies of the Township conditions of Final approval, if any, may be reviewed at the Upper Makefield Township office during regular business hours.

SECTION 10. The provisions of this instrument shall be severable. If any provision of this instrument is found to be invalid, unenforceable, unconstitutional or void, the remaining provisions of this instrument shall, nevertheless, remain valid and binding.

SECTION 11. A copy of this Agreement is intended to be filed in the Office for the Recording of Deeds in and for Bucks County.

52735-342

IN WITNESS WHEREOF Declarants set their hands and seals
this 3rd day of February, A.D., 1987.

Maryann K. Kushter

Samuel J. Morton (Seal)
SAMUEL MORTON

Maryann K. Kushter

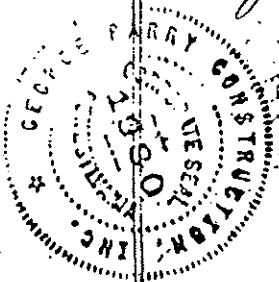
Johanna Morton (Seal)
JOHANNA MORTON

Maryann K. Kushter

Brud Hutchinson (Seal)
BRUD HUTCHINSON

Maryann K. Kushter

Nancy J. M. Hutchinson (Seal)
NANCY J. M. HUTCHINSON



(S E A L)

GEORGE PARRY CONSTRUCTION, INC.

BY: George R. Parry, Pres.

ATTEST: George R. Parry, Sec.

B2735-343