

UNILATERAL DECLARATION OF
RESTRICTIONS AND COVENANTS

BOWMAN'S TOWER FARM II

WHEREAS, SAMUEL MORTON, JOHANNA MORTON, BRUD HUTCHINSON, NANCY J. M. HUTCHINSON and GEORGE PARRY CONSTRUCTION, INC., Co-Partners, hereinafter called Declarant, are the owners in fee of certain real estate located 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 II, more specifically described in a plat recorded in the Office of the Recorder of Deeds in and for Bucks County, Pennsylvania, in Plan Book 272, page 99, on Nov 8, 1977, hereinafter called 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., being Bucks County Tax Parcel No. 47-7-21; and

WHEREAS, it is the intention of Declarant for itself, its heirs, successors, administrators and assigns, to impress certain terms, covenants, conditions, easements, benefits, burdens and servitudes on the aforementioned lands for the benefit of Upper Makefield Township, its successors and assigns, and for the benefit of Declarant, its heirs, successors, administrators and assigns.

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Bucks County

Tax Parcel 117 7 21

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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, administrators 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 II Homeowners' Association, a nonprofit corporation, its successors and assigns.

SECTION 2. "Community Facilities" shall mean the open space, storm water management facilities, private accessways, grass area in boulevard entrance, bus stop easement area, islands in cul-de-sac, entrance sign easement area and specifically Lot 45 and Lot 20, 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 heirs, successors, administrators and assigns, if such

heirs, successors, administrators or assigns should acquire more than thirty (30) undeveloped lots 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 II, intended as a single-family residential building lot, with the specific exception of Lot 20, Lot 44 and Lot 45, which are not intended for development into single-family homes.

SECTION 5. "Open Space" shall mean that space which is shown on the Plan of Bowman's Tower Farm II as Lot 20 and Lot 45. Lot 44 on said plan designated as "Open Space" is not included in this Declaration as the same shall be conveyed to the Township of Upper Makefield for Township recreational purposes.

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 part of Bowman's Tower Farm II, 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 II" shall mean and refer to that certain real property described in Exhibit "A."

SECTION 8. "Township" shall mean the Township of Upper Makefield, Bucks County, Pennsylvania.

ARTICLE II - PROPERTY RIGHTS

SECTION 1. "Owner's Easement and Enjoyment" Every Owner shall have the right and easement of enjoyment in and to the Open Space and Community Facilities which shall be appurtenant to and shall pass with title to every lot, subject to the following provision:

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 of 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 (2/3s) 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 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 municipality, 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 heirs, successors, administrators 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 thereof, by waiver of the use and enjoyment of the Community Facilities or by abandonment of his Lot.

SECTION 3. "Membership in Bowman's Tower Farm Homeowners' Association" Declarant hereby declares that membership in the Bowman's Tower Farm II Homeowners' Association shall include the rights and obligations of such Owners to be members of the Bowman's Tower Farm Homeowners' Association as created by the Bowman's Tower Farm Subdivision in 1987. Nothing herein, however, shall be deemed to make any Owner in the Bowman's Tower Farm Subdivision a member of the Bowman's Tower Farm II Homeowners' Association.

ARTICLE III - COVENANT 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 and covenants, agrees to pay to the Association (1) annual charges or 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 attorney's

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 attorney's 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 percent (6%) 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. Any contribution, assessment, charge, fine, fee, late charge, interest and cost of collection assessed by the Association which remains unpaid shall be a charge against the lot and may subject the Owner of the lot to confession of judgment for any such unpaid sum in accordance with the By-Laws of the Association.

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

SECTION 4. Upper Makefield Township shall be a third-party beneficiary of the provisions of this Declaration. The Township shall have the right to compel the preservation, protection, maintenance, repair and/or replacement of the Community Facilities, in the event of the Association's failure to fulfill these obligations. The Township, following thirty (30) days written notice requesting fulfillment of said obligation, shall have the right to perform these obligations and be reimbursed for all expenses incurred. The amount of any expenses incurred by the Township shall be a lien against the Lots of those Owners who have not paid the assessments levied against them by the Township for the cost of preservation, protection, maintenance, repair and/or replacement of the Community Facilities.

SECTION 5. Each Owner of any Lot, by acceptance of a deed therefor, agrees to require that the Association perform, as a minimum requirement, the maintenance schedule of the Community Facilities as set forth in Exhibit "A" hereto and maintain the insurances required as set forth herein.

SECTION 6. Declarant shall be solely responsible for the maintenance of all drainage facilities, including storm water basins, for a period of eighteen (18) months

subsequent to the date dedication is accepted of the public improvements by Upper Makefield Township.

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 II 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 Owners or lawful user of Bowman's Tower Farm II nor shall they have any signs, flags, banners, pennants, flashing lights, wires, 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 so responsible cannot be ascertained or the funds 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 three (3) pets or animals of any kind or nature whatsoever be brought upon the premises of an Owner. No pets or animals, whether under control of leash or otherwise, shall at any time create a nuisance by the discharge of bodily waste on any part of the premises not owned in fee by the Owner.

F. No Owner shall leave any non-operating 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 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.

J. No Lot shall be further subdivided at any time and shall be deemed to be deed restricted from further subdivision.

K. No principal dwelling shall be less than 3,200 square feet of heated living space.

L. All buildings shall have an exterior finish of natural materials including stone, brick, plaster, stucco, cedar or redwood with natural colors and textures and muted tones. Roofing materials to be cedar shake roofs or simulated cedar shake timberline type, slate or simulated slate such as timberline roofing or GAF slateline.

M. No above-ground propane tanks may be kept on the premises unless the same are completely screened from view.

N. Vehicles (including but not limited to cars, boats, motor scooters, motorcycles, trailers, three or four-wheel all terrain vehicles, snowmobiles, etc.)

shall be parked only in garages. No repair or storage of vehicles or other equipment shall be permitted on the lots. No boats or boat trailers, camping trailers, horse trailers, or travel trailers shall be left on the premises for a period in excess of twenty-four (24) hours unless adequately housed in a garage. Overnight storage of commercial vehicles is prohibited. Motor vehicles which are not duly registered and currently tagged by the Commonwealth of Pennsylvania or other state shall not be permitted to be operated or stored outside of garage areas. No garage shall be used by anyone other than the Owner or the Owner's immediate family.

ARTICLE VI - GENERAL PROVISIONS

SECTION 1. "Enforcement" The Association or any Owner shall have the right to enforce in 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" Invalidation of any 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 on the Declarant, its heirs, successors, administrators and assigns.

SECTION 5. Any and all of the provisions herein contained shall be enforceable by Declarant, its heirs, successors, administrators 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, except as shown on the plans of subdivision.

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 provision of this document shall control.

SECTION 9. The Plan as recorded is only one sheet of numerous pages on an 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 of the Recorder of Deeds in and for Bucks County, Pennsylvania.

IN WITNESS WHEREOF, Declarant has set its hands and

seals this 29th day of October, 1993.

Witnesses:

[Signature]
[Signature]
[Signature]

[Signature] (Seal)
SAMUEL MORTON

[Signature] (Seal)
JOHANNA MORTON

Bruce Hutchinson, by his attorney
in fact, George Parry (Seal)
BRUCE HUTCHINSON

Nancy J.M. Hutchinson, by her attorney
in fact, George Parry (Seal)
NANCY J. M. HUTCHINSON

GEORGE PARRY CONSTRUCTION, INC.

By: [Signature]

Attest: [Signature]

(S E A L)

(ref:D:parry)

COMMUNITY FACILITIES MINIMUM MAINTENANCE PLAN

THE ASSOCIATION shall ensure that all Community facilities are operational and kept in a condition which ensures their usability for their intended purpose. Storm water management facilities shall be inspected annually to ensure proper operation and maintained as needed. Lot 45 shall be kept in a weed-free condition. The bus stop\^easement area shall be kept free of debris and the shelter painted as required. The entrance sign shall be kept in good order and repair and repainted as needed. The grass in the entrance island shall be mowed and kept neat. Lot 20 shall be kept in as natural a condition as possible with maintenance to be limited to such tree trimming as is necessary for safety or as outlined in the conservation easement.

Exhibit "A"

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

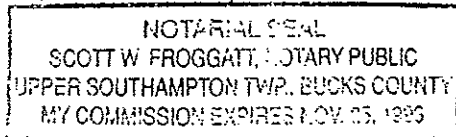
On this, the 29 day of OCTOBER, 1993,
before me, a Notary Public, the undersigned officer, personally
appeared GEORGE R. PARRY of George Parry Construction,
Inc., who, being authorized to do so, executed the foregoing
instrument and intended the same to be recorded, for the
purposes therein contained.

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



Notary Public

(S E A L)



COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

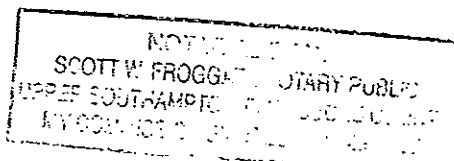
On this, the 29 day of OCTOBER 1943, before me, a Notary Public, the undersigned officer, personally appeared BRUD HUTCHINSON and NANCY J. M. HUTCHINSON, known to me (or satisfactorily proven) *BY THEIR ATTORNEY IN FACT GEORGE PARRY* to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



Notary Public

(S E A L)



**AMENDMENT TO UNILATERAL DECLARATION
OF RESTRICTIONS AND COVENANTS**

THIS AMENDMENT is made this 8th day of June, 1994 to that certain Unilateral Declaration of Restrictions and Covenants, dated October 29, 1993, and recorded in the office of the Recorder of Deeds in and for the County of Bucks, Commonwealth of Pennsylvania in Land Record Book 784 page 1030 et seq., (hereinafter "the Declaration")

WITNESSETH

WHEREAS, the real property presently subject to the Declaration being known as Bowman's Tower Farm II, more specifically described in a plat recorded in the Office of the Recorder of Deeds in and for the County of Bucks, Commonwealth of Pennsylvania, in Plan Book 272 page 99 on November 8, 1993. 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 the County of Bucks, Commonwealth of Pennsylvania, in Deed Book 2645, page 355, et seq., being Bucks County Tax Parcel No. 47-7-21; and

WHEREAS, Samuel Morton, Johanna Morton, Brud Hutchinson, Nancy J. M. Hutchinson and George Parry Construction, Inc., Co-Partners, as Declarant now desires to amend and change the Declaration and add the following;

**ARTICLE V - USE RESTRICTIONS
SECTION 1.**

During the period of ownership of the lots by a contractor or building company, or during the period of construction time on an individual Owner's lot a total of one (1) exterior Realtor or Builder sign may be displayed on each lot. All such signs are to be approved by the developer. If more than one sign is displayed all signs will be removed from the individual lot.

P. Individual property playground equipment should be of natural wood materials, painted or stained natural colors. No brightly colored plastic equipment such as playhouses, sliding boards or swingsets shall be permitted and will follow all the architectural controls listed in Article IV.

Q. Paragraph L shall be modified to include manmade wood composition siding painted natural colors and muted tones. Exterior trim and soffits may be covered with aluminum or vinyl trim. Exterior doors may be wood, fiberglass or steel. Shutters may be wood or fiberglass.

NOW THEREFORE, except to the extent amended herein, all other provisions of the Declaration shall remain in full force and are adopted and incorporated herein as if set forth in full.

IN WITNESS WHEREOF, the said Grantor(s) hath caused these presents to be duly executed, the day and year first above written.

SEALED AND DELIVERED
In the Presence of:

Marilyn G. Wojanowski

George Parry (SEAL)
By Power of Attorney dated 10/29/87 recorded 6/9/88
in FA Book 416 page 712

Marilyn G. Wojanowski

George Parry (SEAL)
By Power of Attorney dated 10/29/87 recorded 6/9/88
in FA Book 416 page 712

Sam Morton (SEAL)
Sam Morton

Johanna Morton (SEAL)
Johanna Morton

George Parry Construction, Inc.

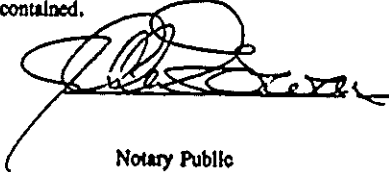
Attest: George Parry, Sec.

By: George Parry, Pres.
George Parry

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47007021-028	47007021-034	47007021-040	
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State of PENNSYLVANIA
County of Bucks ss.

On this 14th day of JUNE, A.D. 1994, before me, the undersigned officer, personally appeared GEORGE PARRY, as Attorney in Fact for BRUD HUTCHINSON AND NANCY HUTCHINSON, by Letter of Attorney dated 10/29/87 recorded in Power of Attorney Book 416 page 712, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.


Notary Public

State of FLORIDA
County of POLK ss.

On this 8th day of June, A.D. 1994, before me, the undersigned officer, personally appeared SAM MORTON AND JOHANNA MORSON known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.



KAREN E. MELCHER
My Commission CC323378
Expires Nov. 01, 1997
Bonded by ANB
800-852-6478


Notary Public

State of PENNSYLVANIA
County of Bucks ss.

On this thirtieth day of June, A.D. 1994, before me, the undersigned officer, personally appeared GEORGE PARRY, who acknowledged himself to be the President of the said Grantor 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.


Notary Public

Notarial Seal
Martin G. Wajsbachowski, Notary Public
Upper Merionetown Twp., Bucks County
My Commission Expires March 4, 1997
Member, Pennsylvania Association of Notaries

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NOTE

Grand Auditor

John P. Register
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