



"... Westover Crossing ..."

WESTOVER CROSSING

HOA

DECLARATION

BY-LAWS

RULES & REGULATIONS

**DECLARATION
OF
COVENANTS, EASEMENTS
AND
RESTRICTIONS**

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DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION, made this 5th day of July, 1983
by Hillside Investment, Inc., hereinafter called "Developer",

WITNESSETH:

WHEREAS, Developer Hillside Investment, Inc., is the
owner of real property described in Exhibit "A" of this
Declaration (being the Legal Description of the Premises)
and located in Montgomery County, West Norriton Township,
Pennsylvania.

WHEREAS, Developer desires to provide for the
preservation and enhancement of the property values,
amenities and opportunities in said community contributing
to the personal and general health, safety and welfare of
residents and for the maintenance of the land and
improvements thereon, and to this end, desires to subject
the real property described in Exhibit "A" to the covenants,
restrictions, easements, charges and liens hereinafter set
forth, each and all of which is and are for the benefit of
said property and each owner thereof; and

WHEREAS, to provide means for meeting the purposes and
intents herein set forth and the intents and requirements of
the Township, the Developer intends to set into existence
the Westover Crossing Homeowners Association.

BEING PARCEL NUMBER 63-00-07747-00-2

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
63-00-07747-00-2 V NORRITON DBK 4475
411 S SCHUYLKILL AVE RE PG 1081
HILLSIDE INVESTMENT INC
B 034 U 0128 1000 DATE 7/12/83 J.P.

REALTY TRANS. TAX PAID	
STATE	_____
LOCAL	_____
PER	<i>[Signature]</i>

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WHEREAS, this Declaration is intended to set forth the rights and obligations of the Declarant, the purchasers of any portion of the property from the Declarant, and the mortgagees of any purchasers.

NOW, THEREFORE, the Developer declares that the real property described in Exhibit "A" of the Declaration is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

AND FURTHER, the Developer hereby delegates and assigns to the Westover Crossing Homeowners Association the powers of owning, maintaining, and administering the community properties and facilities, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents.

ARTICLE I.

DEFINITIONS

A. "APPROVAL" shall mean and refer to the issuance by any public agency of written approval, or any written waiver of approval rights or a letter of "no objection."

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B. "ASSESSABLE UNIT" shall mean and refer to any improved private yard with Single Family structure within the Properties conveyed by the Developer, which is subject to assessments.

C. "ASSOCIATION" shall mean and refer to Westover Crossing Homeowners Association, its successors and assigns.

D. "BOARD" shall mean and refer to the Board of Directors of the Association.

E. "BYLAWS" shall mean the Bylaws of the Association.

F. "BOOK OF RESOLUTIONS" shall mean and refer to the document containing rules and regulations and policies of the Association as same may be from time to time amended.

G. "COMMON AREAS" shall mean and refer to all common open space and improvements thereon owned by the Association and not designated as a Lot thereon for the common use and enjoyment of the Members. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit "B" (being the Legal Description of the Common Area).

H. "DECLARATION" shall mean the covenants, conditions, and restrictions and all other provisions herein set forth in this entire document, as same may from time to time be amended.

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I. "DEVELOPER" shall mean and refer to Hillside Investment, Inc., its successors and assigns; provided, however, that no successor or assignee of the Developer shall have any rights or obligations of the Developer hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment or which pass by operation of law, as well as any other entity which acquires fee ownership of any undeveloped Lot or Lots for the purpose of development.

J. "GOVERNING DOCUMENTS" shall mean and refer collectively and severally to this Declaration and the Association Bylaws, all as initially drawn by the Developer and filed and recorded as the case may be, and all as may be amended from time to time.

K. "LOT" shall mean any plot of land shown as a single lot on any recorded sub-division map of the Property upon which Developer intends to erect a single-family unit to a subsequent purchaser.

L. "MEMBER" shall mean and refer to a person or entity who is a record holder of a fee or undivided fee interest in a Unit subject to the Declaration, including contract sellers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation.

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M. "NOTICE" shall mean and refer to: (1) written notice delivered personally or mailed to the last known address of the intended recipient or (2) notice through a community publication which is delivered to all Units.

N. "OWNER" shall mean and refer to the then record owner, whether one (1) or more persons or entities, of the fee simple title to any Lot, including an owner who has made an agreement to sell a 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 title pursuant to foreclosure or other legal proceedings or a deed in lieu of foreclosure.

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O. "PRIVATE YARD" shall be those portions of the plot of land by an owner in fee simple title as shown on the Title Plan and referred to therein lots for which the Association is providing maintenance services as outlined in the Declaration.

P. "SIDEWALKS" shall mean walks or walkways within the right of ways dedicated to West Norriton Township

Q. "UNIT" shall mean and refer to any portion of a structure situated upon the properties designated and intended for use and occupancy as a residence by a single family.

ARTICLE II.

HOMEOWNERS ASSOCIATION

Section 1. The Association. The association is a non-profit corporation organized and existing under the laws of Pennsylvania charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents, as such may be amended from time to time.

Section 2. Membership.

a. Definition. Members shall include the Developer and all owners of assessable units. Membership shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way, except as provided by the Governing Documents.

b. Members' Rights and Duties. Each member shall have the rights, duties and obligations set forth in the Governing Documents.

c. Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. Class A Members shall be the Owner of Units which are assessable units. Each assessable unit shall be entitled to a Class A vote. The Class A Member shall not include the Developer.

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Class B. The Class B Member shall be the Developer. The Class B membership may be freely assigned or transferred by Declarant in whole or in part. 3 votes,

d. Duration of Membership. Each Class A Membership shall initially commence upon the Recording of the Notice of Submission of Lots for that Lot, and shall be initially held by the Declarant or other title holder of said Lot at the time of recording of the Notice. Thereafter, the Membership shall transfer to each successive title owner of the Lot as of the date and hour of the completion of settlement for the conveyance of the Lot to the new Owner, and that Owner's Membership shall terminate and transfer to his successor in title upon the date and hour of the completion of settlement for the conveyance of such Lot by the Owner. Class B Membership shall commence upon either (i) the recording of the first Notice of Submission of Lots for Westover Crossing; or (ii) the first conveyance of Common Area by Declarant to the Association, whichever first occurs, and shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier: (i) when the total votes in Class A membership equal the total votes outstanding in Class B membership, or (ii) on June 1, 1988. No

Section 3. Board of Directors.

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within 90 days
of 6-75/10

a. Composition. The Board of Directors shall be composed of five members. The Developer shall have the right to appoint at least three Directors; the remainder shall be selected as provided in the By-laws. However, until such time as the first annual meeting is held, the Board shall be comprised of three members appointed by the Developer.

b. Extent of Power. The Board of Directors shall have all powers necessary for the conduct of the affairs of the Association and other related areas which are enabled by law or the Governing Documents.

c. Powers and Duties. The Board shall have the power and obligation to perform the following duties:

(1) Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease, pledge, convey, transfer or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except that the acquisition, mortgaging, or disposal of Common Area and/or improvements shall be subject to the provision of this Declaration.

(2) Rule Making. To establish rules and regulations for the use of property as provided in the Declaration and Bylaws and to review, modify, and approve architectural standards prepared by the Architectural Review Committee.

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(3) Assessments. To fix, levy, and collect assessments as provided herein.

(4) Easements. To grant and convey easements to the Common Area as may become necessary as provided herein.

(5) Employment of Agents. To employ, enter into contract with, delegate authority and to supervise such persons or entities as may be appropriate to manage, conduct and perform the business, obligations and duties of the Association.

(6) Enforcement of Governing Documents. To perform acts, as may be reasonably necessary, or appropriate, including bringing suit, causing a lien to be foreclosed or suspending membership rights, to enforce or effectuate any of the provisions of the Governing Documents.

ARTICLE III.

COMMON AREAS

Section 1. Obligations of the Association.

The Association, subject to the rights of the Members set forth in this Declaration, shall be responsible for the management and control, for the exclusive benefit of the Members, of the Common Areas conveyed or leased to it and all improvements thereon, and shall keep the same in good,

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clean, attractive and sanitary condition, order and repair in compliance with acceptable standards.

The Association shall maintain the landscaped areas contained in the Common Areas and Private Yards. The Association will also be responsible for the snow removal of the sidewalks, which will be in compliance with the Ordinances of West Norriton Township.

Section 2. Easement of Enjoyment.

(1) Common Areas. Subject to the provisions herein, every owner and tenant shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Unit and every member shall have a right of enjoyment to the Common Area.

Section 3. Extent of Members' Easements. The Members' easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable admission and other fees for the use of the Common Area.

(b) The right of the Association to mortgage any of the Common Area facilities with the assent of 75% of the owners.

(c) The right of the Association to convey, dedicate or transfer all or part of the Common Area, subject

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to the prior approval of the Developer and assent of 75% of the Owners.

(d) The right of the Association to regulate the use of portions of the Common Area for the benefit of the Members.

(e) The right of the Association to grant easements for use of the Common Area.

Section 4. Members' Easements and Title to Common Area.

(a) Subject to the provisions of this Declaration, every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to each Unit.

(b) The Developer ~~may~~ retain the lien free legal title to the Common Areas until seventy-five percent (75%) of all the Units are sold, or the expiration of five (5) years, whichever occurs first, at which time Developer shall transfer legal title and transfer all control of and rights to any common elements to the Common Areas to the Association.

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ARTICLE IV.

USE OF THE PROPERTY

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Section 1. Protective Covenants

(a) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to jeopardize property values or to be detrimental to the well being of Members. Nothing in this provision, however, shall in any manner limit the powers granted by law as may either now exist or are hereinafter established in the Township with respect to control and abatement of nuisance.

(b) Restriction of Further Subdivison. No Private Yard upon which a Unit has been constructed shall be further subdivided or separated into smaller Private Yards by any Owner and no portion less than all of any such Private Yard nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided this shall not prohibit deeds of correction, deed to resolve boundary line disputes and similar corrective instruments.

(c) Conditions for Architectural Control. No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior and/or is visible from the exterior of any Units, Private Yards, Common Area or the improvements located thereon from its natural or improved state, existing on the date such property was first made subject to this Delcaration shall be made or done without the prior approval of the Board of Directors. No building fence, wall,

BOOK 471132230

residence, or other structure shall be commenced, erected, improved, altered, made or done on such property without the prior written approval of the Board of Directors and in compliance with the Township of West Norriton.

(d) Leasing. No Unit shall be rented for transient or hotel purposes or in any event for an initial period of less than 12 months. No portion less than all of any unit shall be leased for any period. No Owner shall lease a Unit other than on a written form of lease requiring the Lessee to comply with the Governing Documents, and providing that failure to comply constitutes a default under the lease. The Board of Directors may provide a suggested standard lease form for use by Owners. Each Owner of a Unit shall promptly following the execution of any lease of a Unit, forward a confirmed copy thereof to the Board of Directors. The foregoing provisions of this subparagraph except the restriction against use for hotel or transient purposes, shall not apply to the Developer or to a Mortgagee in possession of a Unit as result of a foreclosure or other judicial use.

(e) Rules. From time to time, the Board of Directors shall adopt general rules, including but not limited to, rules to regulate potential problems relating to the use of property and the well being of members, such as keeping of animals, storage and use of all vehicles,

storage and use of machinery, use of outdoor drying lines, antennae, signs, trash and trash containers, maintenance and removal of vegetation on the properties. General rules may only be adopted or amended by a majority vote of the Board of Directors.

All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be binding on all Members, except where expressly provided otherwise in such rule.

(f) Exceptions. The Board of Directors may issue temporary permits to except any prohibitions expressed or implied by this section, provided the Board can show good cause and acts in accordance with adopted guidelines and procedures. So long as the Developer is engaged in developing or improving any portion of the Properties, it shall be exempted from rules affecting movement, disposition and storage of building materials and equipment, erection and maintenance of directional and promotional signs and conduct of sales activities, including maintenance of model living units. Such exemption shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

(g) Residential Use. All property designated for residential use shall be used, improved and devoted

exclusively to residential use. Nothing herein shall be deemed to prevent the Owner from leasing a Unit to a single family, subject to all of the provisions of the Declaration and rules adopted.

(h) Vehicles. Use and storage upon the Common Areas and Private Yards of all vehicles shall be subject to the ordinances of West Norriton Township and rules promulgated by the Board of Directors as provided herein.

(1) All motor vehicles shall be currently licensed and maintained in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions or appearance.

(2) All motor vehicles, including but not limited to, trail bikes, motorcycles, dune buggies, and snowmobiles shall be driven only upon paved streets and parking drives. No motor vehicle shall be driven on pathways, or paved common areas, except those specifically authorized by the Association.

(3) No trailers, mobile homes, boats, boat or utility trailers, motor home, house trailer or truck exceeding 1/2 ton capacity shall be parked permanently on either a Private Yard or Common Area.

(4) All bikes and children's recreational vehicles shall be parked between the title lines of the Owner of said vehicles property.

(i) Pets. Subject to limitations as may from time to time be set by the Association, generally recognized house or yard pets, in reasonable numbers, may be kept or maintained within a Unit, provided such pets are not kept or maintained for commercial purposes. All pets must be kept under the control of their owner when they are outside of the Unit and must not become a nuisance to other residents. Dogs must be leashed.

(j) Clothes Drying Apparatus. No clothes-lines, or other exterior clothes drying apparatus, shall be permitted within the Private Yard.

(k) Antennae. Exterior television or other antennae are prohibited, except as approved in writing by the Association.

(l) Trash Receptacles. No lot or other portion of the property shall be used or maintained as a dumping ground for rubbish. Storage, collection and disposal of trash shall be in compliance with rules set by the Association and the Ordinances by the Township of West Norriton.

(m) Trash Burning. Trash, leaves and other similar material shall not be burned without the written consent of the Association.

(n) Ornaments. No statues, sculptures, bird baths, replicas, awnings, or other objects may be affixed or

placed on any Private Yard or Unit without the express approval of the Association.

(o) Parking Rights. Ownership of a Unit shall entitle the owner thereof to the use of at least two (2) parking spaces located in the driveway, which is appurtenant to the Unit and a part of the Private Yard. An approved vehicle shall include any conventional passenger vehicle or a truck or commercial vehicle of less than one (1) ton in gross weight and which either bears no advertising signs or which bears signs or apparatus which meet the design standards of the Association. Parking spaces may not be leased.

(p) Signs. No sign of any kind shall be displayed in public view on a Unit or Common Area without the prior written consent of the Association, except customary name and address signs.

(q) Mailboxes. Only mailboxes meeting the design standards of the Association shall be permitted, except for mail depositories of the U. S. Postal Service.

(r) Vegetation. No live trees or shrubs located within the Private Yard or Common Area may be planted, cut or removed without the prior approval of the Architectural Review Committee.

(s) Garage. The garage of the Unit owned by a Member may not be altered for any other use, except as

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approved by the Association and in accordance with the Township of West Norriton. The leasing of the garage is prohibited.

(t) Window Coverings. The use and the covering of the interior surfaces of windows by draperies, shades, lavaleers, shutters, or other items visible on the exterior of the building shall be subject to the rules and regulations of the Association. Any variation of this requirement must not be implemented without the prior approval of the Architectural Review Committee.

(u) Damage or Destruction of Units. In the event of reconstruction or restoration necessitated by damage to or destruction of any Unit, such Unit must be restored to the original drawings and specifications, except to the extent that changes are required by the locality to bring the structure into conformance with current code. Any exceptions or deviations must have the prior written approval of the Architectural Review Committee.

(v) Maintenance of Property. Each owner shall keep the Private Yard owned by him, and all improvements therein or thereon, in good order and free of debris. In the event that an Owner of any Private Yard in the Properties fails to maintain the premises and the improvements situated thereon as provided herein, the Association, after Notice to the Owner and approval by a

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Section I
Protective
Covenant

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majority vote of the Board of Directors, shall have the right to enter upon said Private Yard and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration, shall become a Restoration Assessment upon such Private Yard and as such shall be regarded as any other assessment with respect to lien rights of the Association and remedies provided for non-payment.

ARTICLE V.

RESALE

Section 1. Reference to Declaration. The deed or instrument transferring title to any Unit shall contain a provision incorporating by reference the Covenants, Easements and Restrictions set forth in this Declaration.

Section 2. Notification. The Contract Seller of a Unit shall notify the Board of Directors as to his or her intent to sell the Unit so an Estoppel Certificate may be prepared.

Section 3. Estoppel Certificate. Within ten (10) days of the receipt of such notification, the Board shall prepare an Estoppel Certificate which shall set forth any assessments and charges due upon such Unit at time of conveyance and certify as to whether or not there are

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violations of the Governing Documents remaining on the Unit as of the date of preparation of such certificate. The certificate shall be mailed to the place designated by Seller. Outstanding assessments, if any, and a reasonable delinquency assessment to cover the cost of providing such certificate shall be transmitted directly to the Association by the closing attorney.

ARTICLE VI.

COVENANT FOR ASSESSMENTS

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

Each owner of any Unit by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, as well as the Developer who is still retaining ownership of Units, is deemed to covenant and agree to pay to the Association such Annual, Special and Restoration Assessments as are established herein and paid in the manner hereinafter provided.

All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge of the land against which each such assessment is made. In the case of a voluntary conveyance, the grantee shall be jointly and severally

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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 Assessable Units may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Assessable Unit.

Section 2. Method of Assessment. All Assessments shall be levied by the Association against Assessable Units and collected and disbursed by the Association. The Board of Directors shall fix the amount of the assessments as provided hereinafter and set the date or dates that such assessments shall become due.

Section 3. Assessments shall consist of:

(a) General Assessments:

The 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 Area and facilities, including funding of appropriate reserves for future repair and replacement, but shall not be excessive. 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 assessment for any fiscal year, then each assessment

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established for the prior year shall automatically be continued until such time as the Board acts.

(b) Special Assessment:

The Association may levy a Special Assessment against Assessable Unit, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair and replacement of a capital improvement upon the Common Area, including fixtures and personal property that any such assessment shall have the assent of 2/3 of the owners.

(c) Restoration Assessment:

The Association may levy a restoration assessment upon any Unit whose Owner fails to maintain such Unit. Restoration assessments shall be limited to the amount necessary to meet the costs of restoration and the cost of collection thereof.

(d) Delinquency Assessment:

The Association may levy a special assessment to be known as Delinquency Assessment against any Owner who demonstrates a chronic or deliberate disregard for any of the Rules, Regulations, Restrictions, or Covenants affecting the Westover Crossing Community, including but not limited to, the payment of regular assessments and the matters set forth in this document. Such Delinquency Assessments shall be levied only by 2/3 vote of the

BOOK 4711P2240

Directors of the Association. The Association shall require that notice of intent to make the levy shall have been sent to the Owner at least 20 days prior to levy, shall not exceed \$5.00 per day, shall be collectible as other assessments provided for herein and shall be construed as recompense for the extra time, trouble and expense connected with enforcing rules and regulations against persons who persistently violate same.

Section 4. Effect of Non-Payment of Assessments and Remedies of the Association.

Any assessment installment not paid within 10 days after the due date shall be delinquent. Thereupon, the Association shall provide Notice of such delinquency and may (i) declare the entire balance of such Annual or Special Assessment due and payable in full; (ii) charge a late fee in an amount to be set by the Board and entered into the Book of Resolutions; (iii) give Registered Notice to the Owner that in the event payment within the accrued charges is not paid within thirty (30) days from the date of such notice, then the Association may secure all legal remedies available in accordance with local law; however any fees, charges, late charges, fines, interests and liens which may be levied by the association for delinquent assessments shall be subordinate to the lien of the first mortgage; (iv) upon Registered Notice to the Owner, suspend the right

of such Owner to vote or to use the recreational facilities until the assessment and accrued charges are paid in full.

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; Developer-owned property.

ARTICLE VII.

INSURANCE

Section 1. Liability Insurance. The Association shall continuously maintain, to the extent reasonably obtainable, public liability insurance to cover the Common Areas of the Property for a limit of not less than \$1,000,000 for bodily injury, personal injury and property damage for each occurrence, except such insurance shall not cover the liability of any Unit Owner for acts occurring solely within his Unit or away from the Property.

Section 2. Property Insurance. The Association shall provide to the extent reasonably obtainable, property

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insurance covering insurable Common Areas and structures thereon, and any personal property of the Association against "all risks" of direct physical loss as normally defined by insurance companies.

Section 3. Individual Insurance. By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other owners and with the Association that in the event such Association does not carry blanket all-risk casualty insurance on the Lots and structures constructed thereon as provided for in Sections 1 and 2 of this Article, each individual Owner shall carry such insurance. Each individual Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction, the individual unit Owner shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the individual Owner determines not to rebuild or to reconstruct, the individual Unit Owner shall clear the lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

Section 4. Insurance Premiums. Each Unit Owner shall pay annually to the Association as part of their

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assessment such Unit Owner's pro-rata share of the insurance premiums covering that insurance protection required in Sections 1 and 2 above. Such pro-rata share shall be set forth in an annual notice to each Unit Owner and shall be payable within thirty (30) days from receipt of said notice. Failure of any Unit Owner to pay the pro-rata portion of such annual insurance premium shall be governed by the delinquency provisions regarding assessment collection as outlined in this Declaration.

Section 5. Named Insureds. The Westover Crossing Homeowners Association and an insurance trustee acceptable to the Association shall be Named Insureds in all such policies; and losses, if any, shall be adjusted with the Westover Crossing Homeowners Association but shall be payable to the insurance trustee who shall distribute the same to those whose interests are covered thereby as their respective interests may appear. "The Persons Insured" provision of the Liability section of the policy shall include as an insured each individual Unit Owner, but only with respect to his liability arising out of the ownership, maintenance or repair of that portion of the premises which are not reserved for his exclusive use or occupancy.

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ARTICLE VIII.

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built a a part of the original construction of the Units upon the Properties and placed on the dividing line between the Private Yards shall constitute a party wall and, to the extent not inconsistent with the provisions of this paragraph, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Rights of Owners. The Owners of contiguous Private Yards who have a party wall or party fence shall both equally have the right to use such wall or fence, provided that such use by one Owner does not interfere with the use and enjoyment of same by the other Owner.

Notwithstanding any provision herein, there shall be no impairment of the structural integrity of any party wall without the prior consent of all Owners of any interest therein, and the Township of West Norriton , whether by way of easement or in fee.

Section 3. Right to Contribution Runs with Land.

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

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Section 4. Disputes. In the event of any dispute arising concerning a party wall, such dispute shall be submitted to the Board of Directors for resolution pursuant to the formal hearing process that is part of the Book of Resolutions.

Section 5. Easement. The Owner of each Private Yard is hereby granted as easement on and over each and every Private Yard and Common Area which is adjacent to such Private Yard for all building and roof overhangs, projections, fireplace walls, and other portions of the Owner's buildings which extend or project into, onto or over such adjacent Private Yards and/or Common Area.

ARTICLE IX.

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Composition. The Architectural Review Committee shall be composed of three (3) or more members, who shall not be Directors; where practicable, one (1) member shall be an architect licensed by the State of Pennsylvania. Members shall be nominated by the Board and serve staggered two (2)-year terms.

Section 2. Powers and Duties. The Architectural Review Committee shall function in two (2) broad areas: to advise the Board of Directors as to regulations for external

design, appearance, and location of the improved Private Yards and improvements thereon in such a manner so as to preserve the enhanced values and to maintain a harmonious relationship among structures and the natural vegetation and topography, and to monitor and enforce compliance with the provisions of the Governing Documents. In furtherance thereof, the Architectural Review Committee shall:

(1) Review applications of Owners and of the Association, for improvements or additions to the Private Yards, Units, or Common Areas according to procedures adopted by the Board.

(2) All such applications shall be made in writing and submitted to the Architectural Review Committee by Certified Mail, Return Receipt Requested. The Architectural Review Committee shall review applications and make recommendations to the Board of Directors. An approval of any request will not become effective until approved by a majority of the Board of Directors.

(3) In accordance with the Bylaws and Book of Resolutions, monitor Private Yards for compliance with architectural standards and approved plans for alteration.

(4) Propose architectural standards for adoption by the Board.

(5) Propose procedures for the exercise of its duties for adoption by the Board.

Section 3. Failure to Act. In the event the Board of Directors fails to approve, modify or disapprove in writing a correctly filed application within ⁽⁶⁰⁾forty-five (45) days, approval will be deemed ~~granted~~ ^{denied}.

ARTICLE X.

EASEMENTS

Section 1. Utility Easements. There is hereby created an easement upon, across, over, through and under the Properties for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, sewers, gas, telephone, electricity, television, or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Developer or the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purpose and to affix and maintain wires, circuits and conduits on, in, and under the roofs and exterior walls of Units provided that such company restores disturbed areas to the condition in which they were found.

Notwithstanding anything to the contrary contained in this paragraph: (1) no sewers, electrical lines, water lines or other utility service lines or facilities for such

utilities may be installed or relocated on said premises except as approved by the Developer, prior to the conveyance of the first Private Yard in a Parcel to an Owner, or by the Association thereafter, and (2) it shall not be construed to apply to the relocation, installation, or removal of utility lines within a Unit which serve only that Unit. This easement shall in no way affect any other recorded easements on said premises.

Section 2. Developer's Easement to Correct

Drainage. For a period of two (2) years from the date of conveyance of each Private Yard, the Developer reserves an easement and right on, over and under the ground within that Private Yard 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 out bushes, or shrubbery, make any gradings of the soil or to take any other similar action reasonably necessary, following which the Developer shall restore the affected property to its original condition as near as practicable. The Developer shall give timely notice of intent to take such action to all affected Owners, unless in the opinion of the Developer, an emergency exists which precludes such notice.

Section 3. Construction Easements and Rights.

Notwithstanding any provision of this Declaration or of any

Supplementary Declaration, so long as the Developer is engaged in Developing or improving any portion of the Properties, such persons shall have an easement of ingress, egress and use over any lands not conveyed to an Owner, for occupancy for (i) movement and storage of building materials and equipment; (ii) erection and maintenance of directional and promotional signs; and (iii) conduct of sales activities, including maintenance of model Units. Such easement shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

Section 4. Easement to Inspect and Correct Violations. There is hereby created an easement in favor of the Association for ingress and egress on any Private Yard during reasonable hours (a) to inspect such property for alleged violations of the Governing Documents, and/or compliance with architectural standards and/or approved plans for alterations and improvements, provided the Owner of such Private Yard is given five (5) days' notice of the purpose and time of inspection, and (b) performing such correction of violations or such maintenance as is required.

Section 5. Easement for Governmental Personnel.
A right of entry on any Private Yard or Common Area is hereby granted to law enforcement officers, fire and rescue

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and local animal control personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access zones.

Section 6. Building Easements. The easements and rights reserved herein expressly include the right to cut any trees, bushes, or shrubbery, make any gradings of the soil, excavations, or to take any other similar action as may be reasonably necessary in Developer's opinion to construct any building or other improvement and to maintain reasonable standards of health, safety and appearance, provided any such action is in accordance with the final subdivision plan as approved by West Norriton Township, or subsequent amendments thereto which have been duly approved by the governing body of West Norriton Township.

Nothing contained in this reservation of easement shall be considered to create an obligation of the Developer to provide or maintain any utility or service

Section 7. Driveway Easements. As to each driveway shown on the Title Plan serving more than one (1) Assessable Unit, there is hereby created a permanent, irrevocable easement of ingress and egress for vehicular and pedestrian traffic over, on and upon the bed of said driveway as shown on the Title Plan for the use and benefit of the Owners, occupiers and tenants (and guests and

invitees thereof) of all the Assessable Units served by said driveway in common only with each other.

Section 8. General Easements. Developer, 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 Common Areas for the benefit of Developer's successors and assigns, the Association, its successors and assigns, all present and future Owners, Tenants, Occupants of the Assessable Units and their guests, invitees, servants and employees and all mortgagees holding mortgages affecting any portion or portions of the Property, their successors and assigns. Except as provided herein, 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:

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

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

(iii) use and enjoyment of all footways, paths, sidewalks, walkways, driveways, roadways located wheresoever on the Properties and entrances and exits to streets and roads which are now or hereinafter may be

located within the Common Areas and all of which are presently shown on the Title Plan;

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

Section 9. Scope of Easements. The easements and rights created in this Article shall apply to the entire Property, run with the land, and are perpetual, and shall continue in full force and effect unless and until modified or terminated pursuant to the provisions of this Declaration.

ARTICLE XI.

GENERAL PROVISIONS

Section 1. Binding Effect. The provisions of this Declaration shall, pursuant to its terms, inure to the benefit of, and bind, the Property, Declarant, the Association, all Owners, all Members, all other persons, entities or property benefited or bound by the specific terms hereof and the respective heirs, administrators, executors, successors, and assigns of each of them.

Section 2. Assigns and Successors of Declarant. The rights and obligations of Declarant contained herein, inure to and bind in it its capacity as Developer of the

Property. Therefore, these rights and obligations, shall not, unless specifically set forth herein (as, for example, the obligations and lien of Class A assessments) inure to the benefit of, or bind, successors in title to the Property, or any portion thereof, unless the document of conveyance thereof, or another duly recorded document executed by Declarant, wholly or partially assigns the obligations and/or benefits of Declarant in this Declaration to said successor in title.

Section 3. Amendment and Termination. While Class B membership exists, the Developer or the Association may terminate this Declaration or make any amendment upon the recording and execution of such amendment or termination, following Registered Notice to all Owners other than Developer. Any amendment must be in accordance with the final subdivision plan as approved by the governing body of West Norriton Township. After the termination of Class B Membership pursuant to this Declaration, the Class A member of the Association may amend this document by resolution adopted by at least seventy-five percent (75%) of said members, provided however, that said members may not amend or modify either the provisions contained herein requiring the Association to maintain, restore, and repair Common Areas owned by it, or the provisions establishing the duty of Members to pay assessments to the Association, including

the lien against a Member's respective Unit for payment thereof. No amendment may be made which modifies or amends any of the provisions of this Declaration without the prior written approval of the Board of Supervisors of the Township except from Articles II and IV and VII.

Section 4. Enforcement. The Association, any Owner, Occupant, or First Mortgagee, as their interests may appear, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereinafter imposed by the provisions of this Declaration. Failure to enforce any covenants or restrictions herein contained, shall in no event be deemed a waiver of the right to do so. Further, West Norriton Township shall have all rights of enforcement as otherwise set forth, hereinabove, and further any and all rights which may now exist or may hereinafter be established by law.

Section 5. Certain Rights of the Developer. For such time as the Developer shall own Units, its rights and interests shall not be prejudiced by any of the following actions unless it shall in writing join in such actions.

There shall be no amendments to the Governing Documents which:

(a) discriminate or tend to discriminate against its rights as owner;

(b) change Article I Definitions in a manner which alters its rights or statutes;

(c) alter its rights under Article II, as regards annexation of additional properties;

(d) alter the character and rights of membership or the rights of the Developer as set forth in the Declaration of Covenants Easements and Restrictions;

(e) alter previously recorded or written agreements with public or quasi-public agencies as regards easements and rights of way;

(f) deny the right to convey Common Areas to the Association so long as such Common Areas lie within the land area represented in the Development Plan;

(g) alter the basis for assessments;

(h) alter the provisions of the Protective Covenants as set forth in Article IV;

(i) alter the Developers' rights as they appear under this Article.

Section 6. Limitations. As long as the Developer has an interest in Developing the Properties as defined in Article I hereof, the Association may not use its financial resources to defray any costs of opposing the development activities so long as they remain consistent with the general intent of the Development Plan. Nothing in this Section shall be construed to limit the rights of the

members to act as individuals or in affiliation with other members or groups.

Section 7. Flexibility of Development. Nothing contained herein shall be construed to require the Developer to develop the Property or any part thereof or to convey any part of the Property. Developer and/or the Association 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 Unit or the reasonable use of the Common Areas by the Owners of Units. No such change, however, shall occur without prior approval by the governing party of West Norriton Township.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions hereof, and they shall remain in full force and effect.

Section 9. Conflict. In the event of conflict among the Governing Documents, this Declaration shall control, then Supplementary Declarations, then the Articles of Incorporation of the Association (if applicable), then the Bylaws, then the Book of Resolutions; except that in all

cases where the Governing Documents may be found to be in conflict with statute, the statute shall control.

Section 10. Interpretation. Unless the context otherwise requires the use herein, the singular shall include the plural and visa 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 provision thereof.

IN WITNESS WHEREOF, the Developer, Hillside Investment, Inc., of Pennsylvania, has caused these presents to be duly executed by its seal this 5th day of July, 1983.

HILLSIDE INVESTMENT INC.

By: *John L. ...*

Attest:

[Signature]

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF DELAWARE:

SS.

On this 5th day of July, 1983, before me, the undersigned officer, personally appeared Frank R. Iacobucci, who acknowledged himself to be the President of Hillside Investment Inc., a corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as President.

In Witness Whereof, I hereunto set my hand and official seal.

JOANNE KENNEDY, Notary Public
Brookhaven Boro, Delaware Co.
My Commission Expires April 9, 1987

Joanne Kennedy
Notary Public

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF DELAWARE:

SS.

On this 5th day of July, 1983, before me, the undersigned officer, personally appeared Anthony J. Iacobucci, who acknowledged himself to be the Secretary of Hillside Investment Inc., a corporation, and that he as such Secretary being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as secretary.

In Witness Whereof, I hereunto set my hand and official seal.

JOANNE KENNEDY, Notary Public
Brookhaven Boro, Delaware Co.
My Commission Expires April 9, 1987

Joanne Kennedy
Notary Public

BONS. 471132259

WESTOVER CROSSING HOMEOWNERS ASSOCIATION, INC.

ADMINISTRATIVE RESOLUTION I

ASSESSMENT COLLECTION PROCEDURE

WHEREAS, Article VI of the Declaration creating Westover Crossing Homeowners Association, Inc. provides that each Owner of any Unit, by acceptance of the deed, is obligated to pay assessments; and

WHEREAS, The same Article VI further outlines the means available to the Board to collect assessments which remain unpaid; and

WHEREAS, The Westover Crossing Homeowners Association Board wishes to clearly define the procedures it will utilize to collect delinquency assessments;

BE IT THEREFORE RESOLVED that effective January 1, 1988, these procedures will be followed:

1. The annual assessment for Common Expenses shall be divided into twelve (12) monthly installments called association fees, rounded to the nearest dollar.
2. Each monthly association fee is to be received, by the first of the appropriate month.
3. If an account has an outstanding, unpaid balance greater than \$10 as of the tenth of the month, it shall be termed delinquent.
4. On the eleventh of every month, an automatic \$10 late charge will be added without notice to each delinquent account.
5. The first time a delinquent balance exceeds \$200 or is delinquent over sixty days, one certified letter shall be sent to the Unit Owner from the Board. Included in the mailing will be:
 - a. A copy of the recent charges and payments on the account which represents the debt.
 - b. Explanation of the right the Unit Owner has to dispute the debt.
 - c. A copy of this Resolution.
 - d. Information on who the Unit Owner may contact to obtain further information, have questions answered, or explain extenuating circumstances.
 - e. Request for payment in full within ten (10) days.
6. Ten (10) days later, the delinquency collection procedure continues unless one of these things occur:

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- a. Full payment is received.
 - b. The Board recognizes a temporary, extenuating circumstance.
 - c. The amount owed is properly disputed and the resulting correction removes any debt.
7. Unless the debt is otherwise resolved, the Board shall next vote to accelerate the remaining monthly installments of the fiscal year. Therefore, the delinquent Unit Owner owes not only prior fees and charges but all future fees in the current fiscal year.
8. Notice of the delinquent situation shall be sent to the delinquent Unit Owner's first mortgage holder, if known.
9. The delinquent account will be immediately referred to the Board's legal counsel for necessary legal action.
10. In addition to delinquent assessments, accelerated assessments, and other charges already imposed, the delinquent Unit Owner will be assessed these additional charges, the extent of which depends upon the length of time the account remains delinquent:
- a. monthly delinquency charge of \$100.
 - b. interest charges of 6% per annum of the outstanding balance.
 - c. legal expenses incurred by the Board and its legal counsel in collection of the delinquent account.
 - d. court and related charges.
 - e. sheriff's costs.
11. Until the delinquent account is paid in full, including all related costs, the Unit Owner is no longer in good standing within the Association. Therefore, the delinquent owner, family, or tenant have the following privileges suspended for the period of the delinquency:
- a. Association-related voting privileges.
 - b. right to serve on any Committee established by the Board.
 - c. use of all recreational facilities.
12. Legal action may result in any of the following steps as is required to collect the amounts due:
- a. enforcing the lien which prohibits resale or re-mortgaging of the Unit.
 - b. sheriff's sale of personal property.

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- c. foreclosure and sale of the Unit in a manner similar to a mortgage for foreclosure.
13. The Board may exercise any and all of its rights as permitted by law.

Approved, by unanimous Board vote at its November, 1987 regularly scheduled meeting.

ATTEST:

Polly Daniels

Polly Daniels, President
Westover Crossing Homeowners Association, Inc.

11/29/87
Date

Rich Kaufmann

Rich Kaufmann, Treasurer
Westover Crossing Homeowners Association, Inc.

11/29/87
Date