

Quaker Run

Articles and Declarations

DECLARATION OF RESTRICTIONS AND COVENANTS

Q UAKER RUN

THIS DECLARATION is made this 25th day of September, 1975 by Quaker Development Corporation, a Pennsylvania Corporation, hereinafter called "Declarant. "

WHEREAS, Declarant is the owner of all that certain property in the Borough of Quakertown, County of Bucks and Commonwealth of Pennsylvania as shown on the legal description attached hereto and made a part hereof and marked Exhibit "A." Said description consists of two divisions, the first being that area divided into townhouse lots, marked Lots #1-51 inclusive and intended for purposes of fee simple absolute conveyances, and that area exclusive of Lots #1-51 intended for purposes of common areas, the aforesaid divisions arising out of a certain revised plan of subdivision made by Quaker Development Corporation and recorded on July 3, 1975 in Plan Book 134, Page 19, Bucks County Records, hereinafter called Plan.

The Declarant intends, by virtue of the establishment of the general covenants and restrictions as set forth herein, to have such covenants and restrictions made applicable to all of the land shown on the aforesaid plan, however, Declarant may, within this document or by separate supplemental document, supplement these restrictions and covenants with separate additional provisions relating in each case to the areas affected.

WHEREAS, Declarant desires to create on the land set forth on the plan, a planned community with such uses as may be permissible under the Quakertown Borough Zoning Ordinance for the lots shown on the Plan, said lots intending to be sold, and including various uses for the common areas as elsewhere defined herein, such common areas to be for the benefit of the owners of the properties to be sold.

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community, to the end that the community shall be in harmony with the surrounding community in the Borough of Quakertown that the lot owners in said community shall be secure in the knowledge that provisions have been adequately provided for the common welfare of the lot owners, and for the preservation of the value of the properties herein, and in doing so the Declarant therefore desires to subject the property as set forth in the Plan to the covenants, restrictions, easements, charges and liens as hereinafter set forth, all of which are for the benefit of the property and each and every owner thereof, their heirs, successors, executors and assigns;

NOW THEREFORE, Declarant declares that the real property shown on the Plan, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, the foregoing terms sometimes hereinafter collectively referred to as "restrictions and covenants, " which restrictions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in and to the land bound by these restrictions and covenants.

ARTICLE I - DEFINITIONS

The following words when used in this Declaration or any supplement hereto shall have the following meanings:

1. **"Association"** shall mean and refer to Quaker Run Homeowners Association, a non-profit corporation of the State of Pennsylvania either now formed or hereafter to be formed, its successors and assigns.
2. **"By-Laws"** shall mean the By-Laws of the Association.
3. **"Common Area"** shall mean and refer to all areas on the Plan or otherwise not included within the lot lines of the numbered lots, all of which are intended to be devoted to the common use and enjoyment of the members, or the owners or tenants of the Properties, including all easements, appurtenant, in gross and express or implied rights of way granted for the use and enjoyment of the property owners.
4. **"Developer"** shall mean and refer to Quaker Development Corporation, its successors and assigns.
5. **"Dwelling Unit"** shall mean any portion of a building situated upon the Properties designated and intended for use and occupancy as a residence by a. single housekeeping unit or family.
6. **"Fenced-in Area"** shall mean that portion of a lot encompassed by fencing material, originally provided by the Developer in accordance with a plan available for inspection in the Office of the Association or the Developer.
7. **"Lot"** shall mean and refer to anyone of the 51 designated plots of land shown upon any recorded subdivision map of the Properties with the exception of common area as heretofore defined.
8. **"Members"** shall mean all those owners who are members of the Association.
9. **"Owner"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot including equitable owners, but excluding those having such interest merely as security for the performance of an obligation.
10. **"The Properties"** shall mean the properties set forth on the Plan.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. **Membership:** Every person or entity who is an Owner of any lot of the Properties shall automatically become a member of the Association. This provision is intended to be mandatory so that an Owner is also a Member. Any person or entity who holds any interest merely as security for the performance of an obligation shall not be deemed an Owner or a Member unless such interest shall have been foreclosed upon and such security holder shall have bought the property in at the judicial sale and shall have not assigned his rights therein.

2. **Voting Rights:** The Association shall have one class of voting membership which shall be defined as follows: Each owner of each lot shall be entitled to one vote for each lot owned. There shall be no fractional voting rights and common ownership (joint, common, entireties) of one lot shall have one vote.

ARTICLE III - THE COMMON PROPERTIES

1. Member's Easements of Enjoyment: Subject to the limitations as elsewhere set forth herein, every Owner shall have a right of easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot and every member shall have a right of enjoyment in the Common Area.

2. Extent of Members' Easements: The rights and easements of enjoyment created hereby shall be subject to the following conditions as well as such other restrictions and covenants as appear elsewhere herein:

(a) The right of the Declarant to encumber the Common Areas by mortgage or other security instrument for the purpose of constructing improvements.

(b) The right of the Association, as provided in the By-Laws, to suspend the enjoyment rights of any Member for a reason set forth therein.

(c) The right of the Association to charge reasonable admission and other fees for the maintenance of the Common Areas.

(d) The right of the Association to admit such other persons to the use of Common Areas and facilities who are guests of Members, subject to the payment of fees.

(e) The right of the Association to offer for dedication all or any portion of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members.

3. Delegation of Use: Any Member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, to the lessees of any living unit which such Member owns and to his guests subject to such general regulations as may be established from time to time by the Association.

4. Damage or Destruction of Common Area by Owner: In the event any Common Area is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area. The Association shall repair said damaged area in a good and workmanlike manner in accordance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a special assessment upon the lot of said owner. .

5. Title to Common Area: The Developer may to the extent provided by law retain the legal title to the Common Area or portion thereof until such time as it has completed improvements thereon, but notwithstanding any provisions herein, the Developer hereby covenants that it shall convey the Common Area and portions thereof to the Association, free and clear of all liens and financial encumbrances, not later than three years from the date such Common Area or portion thereof is subjected to this Declaration.

ARTICLE IV - COVENANT FOR DUES AND ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Dues and Assessments: The Owner of any lot, by acceptance of a deed therefore, or acquiring ownership in any other manner, whether or not it shall be so

expressed in any deed or other method of transfer, shall be deemed to covenant and agree to pay to the Association:

- (a) Such annual general assessments or dues which shall be levied by the Board of Directors of the Association.
- (b) Such special assessments for capital improvements which may be levied by the said Board of Directors.

The assessment and dues, together with any interest or costs of collection shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs of collection shall also be the personal obligation of the person or entity who is the owner of such property at the time such assessment falls due. The due date of the assessment shall be the date of the resolution of the Board of Directors imposing such assessment unless a later date is established by such resolution.

2. General Assessment:

(a) Purpose of Assessment. The general assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the properties and in particular for the improvement, maintenance and operation of the common area and facilities and the performance of services relating to the use and enjoyment of the same.

(b) Within ten days after the first organizational meeting of the Board of Directors of the Association, the Declarant shall deposit with the Association the sum of Five Hundred Dollars (\$500.00). Until such fund is about to become exhausted, the Board of Directors shall not levy any assessments on either residential lots or Developer-owned property.

(c) Basis for Assessment

(1) Residential lots: Each owner of each lot shall be assessed at a uniform rate, except for Developer-owned property, as herein specified.

(2) Developer-owned property: To the extent that the developer owns properties, construction of which has proceeded to the point where the unit is under roof, the basis for assessments shall be exactly the same as any occupied living unit or improved lot or unimproved lot which has been conveyed to an owner who is not the developer. Until such time as more than 80% of the lots have been sold, conveyed and settled, the Developer shall retain the veto right on any assessment or other action of the Association which the Developer in its sole discretion deems to be unreasonable, arbitrary, or unnecessary in light of the overall objectives of the development and the purposes of the Association.

3. Purpose of Assessments: The assessments and dues levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents and in particular for the improvements and maintenance of Common Area's services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas.

4. Special Assessment for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement

upon the common area, including fixtures and personal property related thereto.

5. Date of Commencements of Annual Assessments: The annual assessments provided for herein shall commence on the first day of the month following a Board of Director resolution imposing such annual assessment subject to imminent depletion of the \$500.00 initial funds by Developer be adjusted according to the number of days remaining in the calendar year.

6. Effect of Non-Payment of Assessment: Remedies of the Association. Any assessment not paid within thirty days after the due date may, upon resolution of the Board, bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate, to be set by the Board for each assessment period. The Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property and there shall be added to the amount due the cost of preparing and filing the Complaint in such action and the service thereof, and all other Court costs, and in the event a judgment is obtained, such judgment shall include interest on the amount due as herein provided and reasonable attorneys fees to be fixed by the Court together with costs of the action. The unpaid lien and the judgment secured thereon shall be a continuing lien on the property which shall bind such property in the hands of the then Owner, his successors, heirs, devisees, personal representatives, and assigns. In the event the Association has provided for collection of annual or special assessments in installments, the Association may accelerate payment and declare the entire balance of said assessment due and payable in full. No Owner may waive or otherwise insulate himself from liability for the assessments provided for herein by non-use of the common area or abandonment of his lot. A lot Owner's liability for any assessment shall not be abated nor reduced by reason of any interruption in his right of occupancy of his Dwelling Unit or use of the Common Areas, the benefits hereunder or for any other reason whatsoever.

7. Subordination of the Lien to the Mortgage: The Lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the lots subject to assessment. Sale or other transfer of any lot shall not effect the assessment. Sale or other transfer of any lot shall not effect the assessment lien. The sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. However, such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

8. Exempt Property: The following property subject to this Declaration shall be exempted from the assessment, charges, and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use.
- (b) All Common Areas.
- (c) All properties exempted from taxation by state or local governments upon the terms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling uses shall be exempt from said assessments, charges or liens, except as provided in Paragraph 2.
- (d) Annual Budget: The Directors of the Association shall, by majority vote, adopt an annual budget for each calendar year which shall provide for allocation of expenses in such a manner that the obligations imposed by the Declaration and the objectives to be achieved by the Association shall and will be met.

ARTICLE V - ENVIRONMENTAL QUALITY COMMITTEE

1. The Environmental Quality Committee consisting of three or more persons shall be appointed by the Board of Directors.

2. **Purpose:** The Environmental Quality Committee shall regulate the external design, appearance, use, location and maintenance of the properties and of improvements thereon for the purpose of preserving and enhancing the values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

3. **Conditions:** No improvements, alterations, repairs, change of paint colors, excavations, changes of grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the Environmental Quality Committee, except as otherwise expressly provided in this Declaration. No building, fence, wall, recreational equipment, residence, or any other temporary or permanent structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Environmental Quality Committee. The Environmental Quality Committee shall set rules and regulations governing the use of and changes to the Common Areas. Exempt from the foregoing are such improvements or other exterior alterations made entirely within the fenced-in area and not visible at ground level from any Common Area provided that such do not encroach on any actual utility easement.

4. In the event the Board fails to approve, modify or disapprove in writing an application within thirty days after detailed plans and specifications in writing have been submitted to it, in accordance with adopted procedures as set forth in the By-Laws, approval will be deemed to have been granted. The applicant may appeal an adverse Environmental Quality Committee decision to the Board of Directors who may reverse or modify such decision by a two-thirds vote of the directors.

5. **Immunity:** Neither Declarant nor any member of the Environmental Quality Committee nor any successor or assign thereto or thereof, shall be liable in damages to anyone submitting any plans or request to them for approval, or to any Owner affected by these covenants by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every owner who submits any plans or request to the Environmental Quality Committee for approval agrees, by submission thereof, and every Owner agrees by acquiring title thereto, that he will not bring any such action or suit to recover any such damages.

6. **Enforcement:** Declarant and the Association shall have the express power and right to enjoin the construction of any structure or other improvement, and to order the removal of any structure or improvement on any Lot of the Common Areas where approval for the said construction or other improvement shall not have been obtained in strict compliance with the provisions of this Article. This paragraph is intended to make provisions for any such Action in Equity in the Court of Common Pleas of Bucks County, Pennsylvania, but is not intended to limit in any way the rights and remedies available to the Declarant or the Association. In the event it is necessary to bring such action and the Declarant or the Association is successful in such action, then the Defendant in such action shall be required to pay the Declarant or the Association as the case may be, their reasonable attorneys fees for the commencement and prosecution of the action as the Court may permit.

ARTICLE VI - PROPERTY USE LIMITATIONS

Section I. Protective Covenants

(a) Residential Use: All the property shown on the subdivision plans as finally approved by the

Borough of Quakertown, and identified for residential use; provided however, that Developer may maintain on the property a temporary construction office, or other temporary outbuildings, sales offices and sample units. Nothing herein shall be deemed to prevent the Owner from leasing a Dwelling Unit to a single housekeeping unit or to a single family, subject to all of the provisions of the terms of this Declaration.

(b) Nuisances: No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants; provided, that it shall not be deemed a nuisance for Developer to construct, maintain, sell and display Dwelling Units nor to develop, construct and maintain appurtenant recreational, parking and similar facilities.

(c) Restriction on Further Subdivision: No Lot upon which a Dwelling Unit has been constructed shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary line disputes and similar corrective instruments. Nevertheless, any such transfer of interest shall meet with all of the provisions of the Quakertown Borough Zoning Ordinance and all other applicable rules and regulations.

(d) Other Restrictions: Upon conveyance of the first lot to an Owner, the Environmental Quality Committee shall adopt general rules to implement the purposes set forth in Article V and to interpret the covenants in this section, including but not limited to rules to regulate animals, antennas, signs, storage and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, plantings, maintenance and removal of vegetation on the properties. For two years from the date hereof, no "For Sale" or "For Rent" signs shall be displayed to public view on any lot, except by the Developer. The general rules may be amended by two-thirds vote of the Environmental Quality Committee, following a general association meeting for which due notice has been provided, and pursuant to an affirmative vote of two-thirds of the Board of Directors. All such general rules shall be duly published.

(e) Exceptions: The Environmental Quality Committee may issue temporary permits to exempt any prohibitions expressed or implied by this section, provided that the Committee can show good cause and acts in accordance with adopted guidelines and procedures

Section 2. Maintenance of Property:

Each Owner shall have the obligation of keeping all lots owned by him and all improvements thereon in good order and repair and free of debris including, but not limited to, the pruning and cutting of all trees and shrubbery and the painting or other appropriate external care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval by a majority vote of the Board of Directors, shall have the right to enter upon said lot to correct damage and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair, or restoration shall become a Special Assessment upon such Lot.

Section 3. Overhead Wires: No overhead wires, including Telephone, electrical or television cable or otherwise may be constructed on any lot or cross over any lot except to the extent that the Developer may, subject to appropriate regulation of any body charged with the authority of regulating such utilities, construct

such overhead lines as in initial portion of the construction of the entire development. Notwithstanding any other provision herein, the provisions of this section may be waived upon specific request of an Owner by the Association, with the approval of two-thirds of the members of the Environmental Quality Committee.

Section 4. Paving of Yards: No front yard shall be paved except for sidewalks, driveways and parking areas, and no additional paving other than that which is originally provided for by the Developer and which is shown on plans in record in the Borough of Quakertown shall be permitted without the express approval of the Association. Provided nevertheless, that no such approval shall be granted unless the Environmental Quality Committee has first approved of such request by a two-thirds vote.

Section 5. Slope Control: The existing slope or conformation of any lot shall not be altered nor shall any structure, retaining wall, planting or other activity be taken which retards, changes or otherwise interferes with the natural flow of surface or drainage waters to the actual or threatened injury of any other lot or which creates erosion or sliding problems.

Section 6. Cutting of Trees: No tree shall be cut, nor shall there be any substantial destruction of natural vegetation on any Lot without written consent from the Environmental Quality Committee.

Section 7. Fuel Tanks: No Fuel Tanks or similar storage receptacles may be exposed to view, nor may any such tanks be installed within the main structure or buried underground, unless such fuel tank is installed by the Developer as an integral part of the heating or cooling system of the Dwelling Unit.

Section 8. Garbage and Refuse Disposal: All trash, garbage and refuse stored outside of any occupied building shall be stored in covered receptacles, or in plastic bags at the rear of the premises only within the fenced-in area. No burning of trash, garbage and refuse may be permitted including the burning of leaves.

Section 9. Parking: Except for construction vehicles, only self-propelled two-axle vehicles of not more than 20 feet in length may park in the designated common parking areas provided. No parking of any vehicles may be permitted in any other area. No unlicensed vehicle may be permitted in any area of the development.

Section 10. Clotheslines: No clothesline, which shall be visible either from a Common Area at ground level or from the street or rear of any Lot shall be erected or retained on any Lot.

Section 11. Fences: Subject to such fencing as is initially provided by the Developer or replacement of same style, height and location by the owner or purchaser of any Lot, no additional fencing of any kind nor construction of any wall, hedge or similar structure shall be placed, erected or maintained on any lot in the development unless such fence, wall, hedge or similar structure shall have been first approved by the Environmental Quality Committee and then by the Board of Directors of the Association by a majority vote. The purpose of this paragraph is to insure that a generally open and unobstructed condition will be maintained between structures with the provisions for areas of privacy.

Section 12. Restriction on Outdoor Decorations: No statues, sculptures, painted trees, bird baths, replicas of animals or other objects of this nature may be affixed or placed on any lot or building in the development, unless confined inside fenced-in area and not visible at ground level from any common area.

Section 13. Utility Easements: There is hereby created a blanket easement upon, across, over, through and under the above described premises including the Common Area as defined herein, and every lot, structure, or portion thereof, for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems including but not limited to water, sewer, gas, telephones, electricity, television cable or communication lines and systems. By virtue of this easement it shall be expressly permissible for the Developer, or the providing utility service company or municipality as the case may be, to

install and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain facilities and equipment on said property, to excavate for such purposes and to affix and maintain wires, circuits, and conduits, on, in, and under the roofs, grounds or other areas including exterior walls of said residences, without responsibility of restoration of any property so disturbed, including gardens, fences or other structures of any kind, provided nevertheless, that such areas shall be regarded. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utility service lines or facilities for such utilities may be installed or relocated on the premises except as approved by the Developer, the Association, the Environmental Quality Committee, the Borough of Quakertown and the Pennsylvania Department of Environmental Resources and any other governmental authority or agency having control over the subject matter of such installation. This easement shall in no way affect any other recorded easements on said premises. The reservation of the rights of easement as provided herein to the various licensees of the Declarant including but not limited to the utility companies and service companies as above set forth, shall not be construed as an obligation of the Declarant to provide or maintain any such utility or service. The grant of blanket easements as set forth herein and relating to the premises including the common area as defined herein, shall be construed as an offer of dedication to the utility, service company or municipality in and to the utilities as set forth herein and in addition, in and to the streets, alleys, lanes, drives, parking areas, open space, and street rights of way including the ultimate right of way. The Association shall upon request of any municipality, utility company or public service company, take appropriate action to effectuate the provisions herein by executing deeds of dedication, right of way agreements and other appropriate documentation in furtherance of the purposes set forth herein.

Section 14. Developer's Easement to Correct Drainage: For a period of five years from the date of conveyance of the first Lot in the Development, the Developer reserves a blanket easement and right on, over and under the ground within the development to maintain and to correct drainage or surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut trees, bushes or shrubbery, make grading 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 or as nearly as practicable. The Developer shall give reasonable notice of intent to take such action to affected Owners, unless in the opinion of the Developer an emergency exists which precludes such notice.

Section 15. Grass Cutting: It is the intention of the Association to provide by By-Law provision, reasonable standards for the maintenance of the grassy open space common areas. It is expected that the individual Lot Owners will maintain their lots and the grass thereon in a reasonable condition. To foster the objectives of this provision, the Association, may, after ten days prior written notice, have the right to enter upon the property of any member who through neglect or design, allows his grass to grow to a height of more than 8 inches, and the Association may in such event, cut the same and assess the member as a special assessment for the costs thereof..

Section 16. Junked Vehicles: The Association may upon ten days prior written notice have the right to remove and dispose of any unlicensed derelict automobile or other vehicle or item of abandoned personal property and assess the costs thereof against the member as a special assessment.

ARTICLE VII - TERMINATION AND ENFORCEMENT

Section 1. Duration: The covenants and restrictions of this Declaration shall run with and bind

the land for a term of twenty-five (25) years from the date of recordation of this instrument, after which time they shall be automatically extended for successive periods of ten (10) years unless terminated by a vote of the Owners representing at least seventy five percent (75%) of the lots in the development. Notwithstanding any other provisions to the contrary herein, any termination of the covenants and restrictions of this declaration or modification hereto shall be preceded by a notice of at least thirty (30) days to the Borough of Quakertown specifying the purpose of the termination or modification and the substituted declaration or modified section thereof. Any modification to this declaration must be recorded.

Section 2. Enforcement: The Association, any Owner, or the Developer, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and of any other Supplementary Declarations or modification hereto. Failure to enforce any covenants or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Notices: Any notice required to be sent to any member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed to the last known address of the person who appears as a member or owner of the records of the Association at the time of such mailing.

Section 4. Association's Rights of Recovery: In the event that the Declarant, the Association or any owner or member commences an action at law or in equity to enforce any of these restrictions and covenants, and in such event the enforcer is successful, then the enforcer may be entitled to recover reasonable attorney's fees and costs as determined by the Court, from the Owner against whom said action has been successfully maintained. This provision shall be deemed to have been accepted and agreed to by any owner or member.

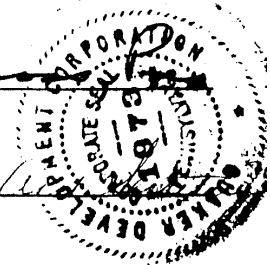
Section 5. Severability: Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed the day and year first above written.

QUAKER DEVELOPMENT CORPORATION

BY: Leon Ephross

Attest: Sally Kessler



COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF BUCKS:

On this, the *25th* day of *September*, 1975, before me, a notary public, the undersigned officer, personally appeared Leon Ephross who acknowledged himself to be the President of Quaker Development Corporation, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Mary E. Hambold

Notary Public, Sellersville, Bucks County
My Commission Expires July 12, 1976

