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ABSTRACT OF PA, INC.				1741 VALL
KEY FORGE RD				P.O. BOX 7
1060				WORCEST
ER, PA 19490				* PROPERTY:
PROPERTY DATA:				Parcel ID:
#:	56-00-05914-00-6	56-00-05917-00-3	56-00-05917-23-6	Address:
	957 MORRIS RD	937 MORRIS RD		
	LANSDALE, PA	PA		Municipal:
	19446			School Dis:
ASSOCIATED DOCUMENT(S):				
FEES:	DEED BK 5933 PG 00328 to 00371.1			
Fee: Deed Miscellaneous	\$69.00	Recorded Date:	10/31/2014 10:15:27 AM	
Pages Fee	\$78.00			
Parcels Fee	\$20.00			
Insurance Fee	\$25.00			
	\$192.00			
<p>I hereby CERTIFY that          this document is          recorded in the          Recorder of Deeds          Office in Montgomery          County, Pennsylvania.</p>  <p><i>Nancy J. Becker</i> Nancy J. Becker Recorder of Deeds</p>				
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610-584-6890

SPA 42342

(2)

RECODER OF DEEDS  
MONTGOMERY COUNTY

Prepared by:

Carl N. Weiner, Esquire  
Hamburg, Rubin, Mullin, Maxwell & Lupin

2014 OCT 31 AM 9:42

**Return to:**

Carl N. Weiner, Esquire  
Hamburg, Rubin, Mullin, Maxwell & Lupin  
375 Morris Road, P. O. Box 1479  
Lansdale, PA 19446-0773  
Telephone: 215-661-0400; Email: cweiner@hrmml.com

Parcel Nos. 56-00-05914-00-6 ; 56-00-05917-00-3

56-00-05917-23-6 (N)

**DECLARATION  
OF  
GWYNEDD CHASE PLANNED COMMUNITY**

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

56-00-05917-23-6 UPPER GWYNEDD  
MORRIS RD  
DION DONALD E JR REGISTERED NEW \$15.00  
B 055 U 060 L 1101 DATE: 10/31/2014 JD

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

56-00-05917-00-3 UPPER GWYNEDD  
937 MORRIS RD  
DION DONALD E JR \$10.00  
B 055 U 012 L 1101 DATE: 10/31/2014 JD

MONTGOMERY COUNTY COMMISSIONERS REGISTRY

56-00-05914-00-6 UPPER GWYNEDD  
957 MORRIS RD  
DION DONALD E JR ~~\$10.00~~  
B 055 U 002 L 1101 DATE: 10/31/2014 ~~\$15.00~~ JD

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A Jw

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**Prepared by:**

Carl N. Weiner, Esquire  
Hamburg, Rubin, Mullin, Maxwell & Lupin

**Return to:**

Carl N. Weiner, Esquire  
Hamburg, Rubin, Mullin, Maxwell & Lupin  
375 Morris Road, P. O. Box 1479  
Lansdale, PA 19446-0773  
Telephone: 215-661-0400; Email: cweiner@hrmml.com

**DECLARATION  
OF  
GWYNEDD CHASE PLANNED COMMUNITY**

**THIS DECLARATION is made on the 11<sup>th</sup> day of October, 2011, by RBC**

**ANDREW B. WEINER, Esquire, for the Plaintiff,**

**and the Plaintiff's attorney, Carl N. Weiner, Esquire.**

**WHEREAS, the Plaintiff, Andrew B. Weiner, Esquire, is the sole member of the**

**entity known as "Hamburg, Rubin, Mullin, Maxwell & Lupin," which is a law firm**

**located at 375 Morris Road, Lansdale, Pennsylvania 19446-0773, and the Plaintiff is**

**a member of the bar of the Commonwealth of Pennsylvania, and the Plaintiff is**

**admitted to practice law before the Commonwealth Court of Pennsylvania, and the**

**Plaintiff is admitted to practice law before the Commonwealth Court of Pennsyl-**

**vania, and the Plaintiff is admitted to practice law before the Commonwealth Court**

**of Pennsylvania, and the Plaintiff is admitted to practice law before the Superior**

**Court of Pennsylvania, and the Plaintiff is admitted to practice law before the**

**Supreme Court of Pennsylvania, and the Plaintiff is admitted to practice law before**

**the Commonwealth Court of Pennsylvania, and the Plaintiff is admitted to practice**

**law before the Commonwealth Court of Pennsylvania, and the Plaintiff is ad-**

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**of Pennsylvania, and the Plaintiff is admitted to practice law before the Superior**

**Court of Pennsylvania, and the Plaintiff is admitted to practice law before the**

A. "Architectural Committee" shall mean the committee created pursuant to Article IX hereof.

B. "Assessments" means a Unit's individual share of the anticipated expenses of the Association for each fiscal year as reflected in the budget adopted by the Executive Board for such year.

C. "Association" means the Unit Owners' Association of the Community and shall be known as "Gwynedd Chase Community Association."

D. "Builder" means a person or entity acquiring Lots from the Declarant for the purpose of constructing residential dwellings.

E. "Bylaws" means the document having that name and providing for the governance of the Association, pursuant to Section 5306 of the Act, as such document may be amended from time to time.

F. "Common Facilities" means portions of the Property other than the Units, as more specifically set forth in Section 3.2 below.

G. "Common Expenses" shall mean the actual and estimated costs of: maintenance, management, operation, repair and replacement of the Common Facilities and Controlled Facilities, including those costs not paid by the Owner responsible for payment; costs of compensation paid by the Association to a property manager, accountants, attorneys and other consultants; the cost of all gardening, landscaping and other services benefiting the Common Facilities and Controlled Facilities; the costs of maintaining street lights and fire hydrants; the costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering the Property or the officers and directors of the Association; the costs of bonding of the members of the Executive Board; taxes paid by the Association; amounts paid by

initially the sum of one thousand and five hundred dollars (\$1,500) annually thereafter the amount to be determined by the Association in accordance with, after consultation, between the Association and the Developer.

H. "Community" means the Gwynedd Chase Community.

I. "Controlled Facility" includes the swimming pool, tennis courts, basketball court, and playground.

J. "Declarant" shall mean those persons or the Community that are the original record titleholders, regardless of record ownership, of the Property.

K. "Declarant" means the party described in the initial paragraph above and all successors to any special Declarant rights.

L. "Declaration" means this document, as the same may be amended from time to time.

M. "Detached Dwelling Unit" means a Unit designated for the construction of a single-family detached dwelling.

N. "Executive Board" means the Executive Board of the Association.

O. "Limited Common Assessment" shall mean the portion of Limited Common Expenses allocated to a Unit or shall mean a charge against a particular Unit equal to the cost incurred by the Association for corrective action performed pursuant to the provisions of this Declaration plus interest thereon as provided for in this Declaration.

P. "Limited Common Expenses" shall mean expenses of maintaining, repairing and/or replacing the Limited Common Elements which shall be allocated to and shall be assessed against the Units benefitting therefrom as provided in this Declaration pursuant to Section 5314(c) of the Act and Sections 8.10 and 10.2 below.

Q. "Limited Direct Charges" shall mean a charge against a particular Unit equal to the non-budgeted cost incurred by the Association for replacement of roofs, gutters, downspouts, siding and other exterior materials which are periodically replaced by the Association in accordance with Section 10.2 below and any other non-budgeted service performed by the Association for the direct benefit of one or more Units. .

R. "Lot" shall mean and refer to any residential lot shown upon the Plans as defined below and shall be defined by the footprint of the vertical boundaries of the Unit as stated in Section 3.1.2 below.

S. "Party Wall" means any wall separating two Units.

T. "Permitted Mortgage" means a mortgage to (i) the Declarant; (ii) the seller of a Unit; (iii) a bank, trust company, savings bank, savings and loan association, mortgage service company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender; and (iv) any other holder of a first mortgage on any Lot who shall have provided to the Association a statement of its name, address and the Lots against which it holds a first mortgage lien.

U. "Permitted Mortgagee" means a holder of a Permitted Mortgage which has complied with the provisions of Article XI below.

V. "Plans" means the Plats and Plans attached hereto as Exhibit "C" and made a part hereof, as the same may be amended from time to time.

W. "Property" means the Property described in Section 1.1 above.

X. "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to time, with respect to various details of the use of all or any portion of the Property, either supplementing or elaborating upon the provisions in the Declaration or the Bylaws.

Y. "Special Assessment" means such assessment as may be levied by the Association to cover costs not otherwise covered by the Assessment pursuant to Article VIII below.

Z. "Townhome Unit" shall mean and refer to a single-family attached dwelling which is part of a building containing at least three Units and which is attached on one or both sides to a dwelling on an adjoining Lot.

AA. "Township" means Upper Gwynedd Township, Montgomery County, a municipal corporation of the Commonwealth of Pennsylvania.

BB. "Unit" means a portion of the Community designated for separate ownership as described herein and on the Plans.

CC. "Unit Owner" means the person or persons who, individually or collectively, owns fee simple title of a Unit. In case of joint ownership of a Unit, the term "Unit Owner" shall refer to all such joint owners collectively, and the obligations of a Unit Owner hereunder or under the Act shall, with respect to such Unit, be joint and several among such joint owners. The Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

## **ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION; UNITS TO BE CONSTRUCTED**

**Section 2.1 The Community.** The Community shall consist of six (6) Detached Dwelling Units and sixteen (16) Townhome Units constructed within the real property as shown on the Plans. One of the Detached Dwelling Units to be part of the Community is an existing dwelling; the remaining five (5) Detached Dwelling Units will be newly constructed. To service the Community, the Declarant intends to construct the roadways, common sidewalks, and the storm water management basin and appurtenant pipes, swales, inlets and other components (collectively referred to as the "Storm Water Management System"). The Declarant will also construct sewer lines which will be dedicated to the Township and water lines which will be dedicated to the North Wales Water Authority.

## **ARTICLE III DESCRIPTION OF UNITS, COMMON FACILITIES AND CONTROLLED FACILITIES**

**Section 3.1 Unit Boundaries.** Each Unit shall consist of the subdivided residential Lot as designated on the Record Plan prepared by Lenape Valley Engineering dated October 25, 2010, last revised September 24, 2012, as recorded in the Office of the Recorder of Deeds of

Montgomery County in Plan Book 41, Page 271, and the completed dwelling constructed on each Lot for which a certificate of occupancy has been issued by the Township.

A. The rear boundaries of Units 2, 3, 4, 5 and 6 abut lands of the Pennsylvania Turnpike Commission.

**Section 3.2 Common Facilities.** Common Facilities shall include all real estate not included within the title lines of any Lot and any improvements on such real estate. Common Facilities include, but are not limited to, the common roadway, common sidewalk, off-street parking, center island, and the storm water management basin area located between Units 6 and 7 as shown on the Plans. All sewer lines, water lines and other improvements intended to be dedicated to a municipal agency or public utility shall comprise Common Facilities until such time as such improvements are accepted for dedication.

**3.2.1** Common Facilities shall also include all portions of systems for water, sewer, storm water, gas, electricity and other utilities, including without limitation, all water mains, all sanitary sewer gravity and force mains, gas mains, pipelines, cables, wiring, circuits, transformers, conduits and related equipment servicing all Units within the Property, not owned by or dedicated to any utility company or municipal authority.

**Section 3.3 Limited Common Facilities.** Limited Common Facilities shall include all portions of any systems for water, sewer, gas, electricity and other utilities, including without limitation, any sewer lines, water lines, pipelines, gas mains, cables, wiring, circuits, transformers, conduits and related equipment which serve one or more but less than all Units.

**Section 3.4 Controlled Facilities.** Controlled Facilities shall include:

**3.4.1** Exterior Townhome surfaces to be periodically replaced by the Association in accordance with the provisions of Section 10.2 below and street lights within the right of way of Township roads.

**3.4.2** Portions of the Storm Water Management System located within storm sewer easements located in Lots 6, 7, 19 and 20 as well as any storm water management facility located within any Lot.

**3.4.3** Lawn and landscaping within each Unit which shall be maintained by the Association in accordance with the provisions of Section 10.2 below.

**3.4.4** The sidewalk located within the Morris Road right of way.

## ARTICLE IV EASEMENTS

**Section 4.1 Unit Owners' Easements of Enjoyment.** Unit Owners shall have a right and easement in, to and over the Common Facilities subject to the following provisions:

A. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Facilities.

B. The right of the Association, with a vote or written assent of eighty percent (80%) of Members, subject to the provisions of Article XII of this Declaration, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such Permitted Mortgagee shall be subordinated to the rights of the Unit Owners including, but not limited to, the right of ingress and egress over the Common Facilities.

C. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs and ground cover upon any portion of the Common Facilities.

**Section 4.2 Delegation of Use.** Any Unit Owner may delegate in accordance with the Bylaws, such Unit Owner's right of enjoyment to the Common Facilities to members of such Unit Owner's family, tenants or invitees who reside in the Unit, subject to reasonable regulation by the Executive Board.

**Section 4.3 Easements.** The Units, Common Facilities and Limited Common Facilities shall be, and are hereby, made subject to easements which Declarant hereby reserves in favor of the Declarant, the Builder, the Association, Unit Owners and appropriate utility and service companies and governmental agencies or authorities as follows:

**4.3.1** An easement to install, lay, maintain, repair, relocate and replace gas lines, storm water pipes, inlets, and conduits, water mains and pipes, sanitary sewer lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on Units, Common Facilities and Limited Common Facilities. Any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or shall be located so as not to materially interfere with the use or occupancy of the Unit by its occupants. Declarant, and its successors or assigns, may grant additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property.

**4.3.2** An easement for access to the Units and the Common Facilities for an inspection of the Units and Common Facilities in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible; inspection, maintenance, repair and replacement of the Common Facilities situated in or accessible from such Units or the Common Facilities or both; and correction of emergency conditions in one or more Units, the Common Facilities or both, or casualties to the Common Facilities and/or the Units.

**4.3.3** An easement over, through and across each Unit and the Common Facilities for all purposes relating to the construction and development of improvements on the Property or adjoining parcels and/or public improvements, generally, including, without limitation the movement and storage of building materials and equipment, stockpiling of soil, the extension of

any existing utility lines, the parking of motor vehicles, the erection and maintenance of directional signs on the Common Facilities and vehicular and pedestrian ingress and egress.

**4.3.4** An easement for access, ingress and egress over the Common Facilities for the purpose of connecting to existing storm and sanitary sewer lines, water lines and other utilities and for the purpose of installation, replacement and maintenance of such utility lines and service lines and systems as Declarant or Builder may in the future install and connect with the aforesaid utility lines.

**Section 4.4 Easements Relating to Units.** Each Unit shall be, and it hereby is, made subject to the following rights, easements, and covenants in favor of each adjoining Unit and the Association:

A. An easement for lateral and surface supports, in, through, over, under and alongside each adjoining Unit;

B. An easement in favor of the Units benefited thereby for the encroachment of any lighting devices, outlets, ventilation ducts, and similar features as serve only one Unit but that encroach onto any part of the Common Facilities on the effective date of this Declaration.

C. In the event that the construction, reconstruction, repair, replacement, shifting, settling or movement of all or any portion of a Unit, Common Elements or Limited Common Elements results in any encroachment by such Unit, Common Elements or Limited Common Elements on any other Unit, Common Elements or Limited Common Elements, Declarant reserves an easement for such encroachment and its maintenance (i) in favor of such encroaching Unit over such Common Elements or Limited Common Elements; (ii) in favor of such encroaching Common Elements over such Unit or Limited Common Elements; and (iii) in favor of such encroaching Limited Common Elements over such Unit or Common Elements.

D. An easement in favor of the Declarant, the Association and their respective agents, employees and independent contractors for access to the Units for inspection, maintenance, repair and replacement of the Common Facilities and Limited Common Facilities situated in or accessible from such Units; and correction of emergency conditions in one or more Units, or casualties to the Common Facilities and/or the Limited Common Facilities.

E. The obligation of each Unit Owner to maintain all portions of his Unit in such condition as to insure structural support, sanitary hygienic condition, habitability, soundness and weather tightness of the adjoining Unit, and to maintain or repair the Unit, whether after damage by fire or otherwise, so as not to materially impair the value of any other Unit.

**Section 4.5 Declarant Easement to Correct Drainage.** Declarant reserves for itself, the Township and their respective successors and assigns, an easement on, over and under each Lot for the purpose of maintaining and correcting drainage of surface water, for the purpose of completing any landscaping required by the Township and for the purpose of making such modifications in grading and/or drainage improvements on any Lot as may be necessary in the discretion of the Declarant or the Township, or their respective successors and assigns for

satisfactory storm water management. If applicable, the Declarant shall restore any portion of a Lot affected by such work as closely to its original condition as practicable.

**Section 4.6    Rights Reserved for Township.** Declarant hereby reserves for the benefit of the Township, its successors and assigns, in the event the Association and/or Declarant fail to comply with their respective obligations to maintain any Common Facilities as set forth herein, a perpetual, non-exclusive easement over the Property for the purpose of inspecting, maintaining, servicing, repairing and replacing any Common Facilities. If it is necessary for the Township to perform any maintenance, repair or replacement on any Common Facilities, including but not limited to, surface or subsurface storm water facilities within the Community, the Township may charge the Association all costs incurred by the Township in performing those services and may seek reimbursement from the Association. Nothing herein shall, however, obligate the Township to perform maintenance obligations on behalf of the Association and/or Declarant.

**Section 4.7    Binding Effect.** All easements and rights described and mentioned herein are easements appurtenant, running with the land, the Units and the Common Facilities and shall be in full force and effect for the life of this Declaration, as amended, and at all times shall inure to the benefit of and be binding upon the Declarant, the Builder, and their respective successors and assigns, the Executive Board and any Unit Owner, purchaser, mortgagee, lessee or other person having an interest in the land or any Units, Common Facilities or portions thereof.

## **ARTICLE V    MEMBERSHIP IN THE ASSOCIATION; VOTING RIGHTS**

**Section 5.1    Membership.** Every Unit Owner of a Unit shall be a Member of the Association. Memberships in the Association shall not be assignable, except by transfer of title and every membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such Unit. Ownership of such Unit shall be the sole qualification for membership in the Association.

**Section 5.2    Transfer of Membership Interest.** Any transfer of membership interest shall be in writing and shall be delivered to the Executive Board before any Unit purchaser may vote. However, the Unit seller may remain liable for all charges and Assessments attributable to the Unit until fee title to the Unit sold is transferred. In the event the Unit Owner of any Unit should fail or refuse to transfer the registered membership registered to the purchaser of such Unit upon transfer of fee title thereto, the Executive Board shall have the right to record the transfer upon the books of the Association. The Executive Board shall have the right to charge a reasonable Limited Common Assessment against any Unit Owner, and such Unit Owner's Unit, equal to the cost to the Association of effectuating any such transfer of membership upon the books of the Association.

**Section 5.3    Vote Distribution.** Members shall be entitled to one (1) vote for each Unit in which they hold the interest required for membership. When more than one person holds such interest or interests in any Unit, ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the Unit is entitled.

## ARTICLE VI USE RESTRICTIONS

**Section 6.1 Use and Occupancy of Units and Common Facilities.** The occupancy and use of the Units (other than those owned by the Declarant and/or the Builder) and Common Facilities, shall be subject to the following restrictions:

**6.1.1 Single Family Residence.** Each Unit shall be used as a residence for a single family dwelling and for no other purpose unless otherwise permitted herein and permitted by the Township Zoning Ordinance. Otherwise, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes; except Declarant, Builder or their respective successors or assigns, may use any portion of the Property for a model home site, and display sales office during the construction and sales period in accordance with Section 6.1.10 of this Article VI. Notwithstanding any provision to the contrary in this Section 6.1.1, the conduct of a no-impact home-based business, home occupation or similar use as permitted by the Township Zoning Ordinance, as applicable, shall be permitted within any Unit.

**6.1.2 Nuisances.** No noxious or offensive activity shall be carried on, in or upon any Unit or Common Facilities, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Unit Owner. Motor vehicle repairs may occur only on the inside of a garage. No loud noises or noxious odors shall be permitted on the Property, and the Executive Board shall have the right to determine in accordance with the Bylaws if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smokey vehicles, unlicensed off-road motor vehicles or equipment which may unreasonably interfere with television or radio reception of any Unit Owner in the Property, shall be located, used or placed on any portion of the Property, or exposed to the view of Unit Owners without the prior written approval of the Architectural Committee.

**6.1.3 Signs.** No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any Unit except for one sign containing not more than one (1') square foot specifying the resident(s) of the Unit and house number assigned by the United States Postal Service. After the expiration of two (2) years from the date of recording of this Declaration, or after the expiration of one (1) month from the sale of the last Unit by the Declarant to a Unit Owner other than the Declarant or Builder, whichever shall later occur, Unit Owner shall be permitted to display For Sale signs which advertise the sale of the Unit. Prior to such dates, Unit Owners may display one For Sale sign only in the front window of the Unit, such sign not to exceed four square feet (4').

(a) The Declarant reserves the right for itself and for the benefit of the Builder (including the Declarant's and Builder's officers, employees, agents, contractors and subcontractors) with respect to the marketing of Units to use the Common Facilities for the prospective sale or rental of Units and for the installation of signs relating to the marketing of Units.

**6.1.4 Parking and Vehicular Restrictions.** Unit Owners shall park vehicles on the driveways located adjacent to their Units and shall park vehicles in garages. Off-street parking spaces are intended primarily for use by visitors and as overflow parking; no parking shall be permitted within the roadway other than within designated parking spaces. No garage may be converted into living space or storage where such storage would prevent the parking of a vehicle inside the garage. No Unit Owner shall park, store or keep within the Property any commercial type vehicle (including, but not limited to, dump trucks, cement-mixer trucks, oil or gas trucks, delivery trucks or any other vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Executive Board), or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle), upon any uncovered parking space, so as to be visible from anywhere in the Property; any such vehicle must be parked within a garage. The above excludes trucks up to and including a one-ton manufacturer's specified payload when used for everyday-type transportation and subject to approval by the Executive Board. No Unit Owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of a Unit or Common Facilities. Minor repairs, such as changing a battery or tire on a vehicle shall be permitted; however, changing oil shall not be permitted.

**6.1.5 Animal Restriction.** No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any Lot, except usual and ordinary dogs, cats, fish, birds and other household pets, which may be kept in Units subject to Rules and Regulations adopted by the Association, provided that they are kept, bred or maintained for noncommercial purposes and in reasonable quantities. As used in this Declaration, "reasonable quantities" shall ordinarily mean no more than two (2) dogs or three (3) cats, or any other domestic animal of similar or larger size, for a total of no more than three (3) such pets per household, provided, however, that the Executive Board may determine for any particular species of pet that a reasonable number in any such instance may be more or less. Animals belonging to Unit Owners, occupants or their licensees, tenants or invitees within the Property must be either kept in a Unit, an enclosed patio or deck or on a leash being held by a person capable of controlling the animal; Detached Dwelling Unit Owners may keep animals within an enclosed portion of a yard. Any Unit Owner shall be absolutely liable to each and all remaining Unit Owners and their respective families, guests, tenants, and invitees, for any unreasonable noise or damaged person or property caused by animals brought or kept upon the property by Unit Owner or by Unit Owner's family, tenants, or guests. It should be the duty and responsibility of each Unit Owner to clean up after such animals which may have used any portion of the Common Facilities or any portion of a Unit, including, but not limited to, the Unit Owner's Unit.

**6.1.6 Outdoor Activities.** No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Unit unless placed in a suitable container. All rubbish, refuse and garbage shall be disposed of on a regular basis (but in no event less than weekly) by a duly licensed hauler. Trash cans and other refuse containers must be removed after pick-up on the day of said pick-up and placed in the garage of a Unit. The Association may designate the day on which all trash pick ups must occur. No refuse or any personal effects are to be stored on any Common Facilities around a Lot. No clothing or household fabrics shall be hung, dried or aired outside of any building on any Unit. No building material or equipment of any kind or character shall be placed or stored upon the Unit except within the confines of an enclosed structure or

except in connection with the construction on the Unit, which construction shall be promptly commenced and diligently prosecuted to completion within a reasonable time.

**6.1.7 Accessory Structures.** No above ground pools, play equipment, sheds, outdoor clothes lines or any other accessory structures shall be permitted on any Unit, either temporarily or permanently. No fences shall be permitted on any Townhouse Unit other than privacy fences which may be placed along the sides of a deck or patio and shall extend no longer than the depth of a deck or patio and shall be no greater in height than the maximum height permitted under Township ordinances. Fences shall be permitted on Detached Dwelling Units subject to review and approval in accordance with Article IX below.

**6.1.8 Common Facilities.** Nothing shall be altered and no structure shall be constructed in or removed from the Common Facilities except upon the written consent of the Association and Township.

**6.1.9 Declarant and Builder Exemption.** Declarant, Builder or their respective successors or assigns will undertake the work of constructing Units and developing all of the Lots and Common Facilities included within the Property. The completion of that work and sale, rental and other disposal of Units is essential to the establishment and welfare of the Property as a residential community. As used in this Section and its subparagraphs, the words "its successors and assigns" specifically do not include purchasers of Lots improved with completed Units. In order that said work may be completed and the Community be completed and established as a fully occupied residential community as rapidly as possible, no Unit Owner, nor the Association, shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

A. Prevent Declarant, Builder or their respective successors or assigns, or their contractors or subcontractors, from doing on any Lot or Common Facilities whatever it determines to be necessary or advisable in connection with the completion of said work, including without limitation the alteration of its construction plans and designs as Declarant or Builder deems advisable in the course of development;

B. Prevent Declarant, Builder or their respective successors or assigns, or their representatives, from erecting, constructing and maintaining on any Lot or Common Facilities, or portion thereof, owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures and equipment as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise;

C. Prevent Declarant, Builder or their respective successors or assigns or its contractors or subcontractors, from maintaining such signs on any Lot or Common Facilities as may be necessary including, but not by way of limitation, safety and lot identification signs in connection with the sale, lease or other marketing of Units in the Property; or

D. Prevent Declarant, Builder or their respective successors or assigns, from granting additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property.

The provisions herein restricting Unit Owners and the Association from interfering with the construction activities of the Declarant shall survive turnover of control of the Association pursuant to Article XV below.

**6.1.10 Sales Models.** Declarant, reserves for itself, the Builder, and their respective successors and assigns, the right pursuant to Section 5217 of the Act to maintain offices and models in the Common Facilities portion of the Community in connection with the management of, sale or rental of Units owned by the Declarant in the Community. Declarant or Builder may maintain such offices and models in Units which have been constructed but not sold by the Declarant or Builder or in trailers placed by Declarant or Builder on the Common Facilities. Declarant and Builder shall maintain no more than six (6) such offices or models which shall either be two-story units as constructed by Declarant or Builder or one-story trailers. At such time as Declarant ceases to be a Unit Owner, Declarant shall promptly remove the offices and models referenced hereinabove. Unsold Units shall not be deemed models unless specifically designated as models by the Declarant or Builder.

**6.1.11 Outside Installations.** No solar panels or similar installations may be erected without the prior written authorization of the Architectural Committee. Any exterior lighting installed on a Unit shall be indirect or of such controlled focus and intensity as not to disturb the residents of adjoining Units; exterior lighting shall not be installed without prior approval of the Architectural Committee. No overhead wires (including telephone, electric and television cable wires) shall be erected or maintained on a Unit except by the Declarant during construction. No awnings or window guards shall be installed by any Unit Owner without the prior approval of the Architectural Committee. No radio station or shortwave operators of any kind shall operate from any Unit unless approved by the Executive Board. Signal receptors shall be subject to the following restrictions to the extent the applicability of such restrictions is permitted by the regulations promulgated by the Federal Communications Commission in accordance with the provisions of the Telecommunications Act of 1996, as amended:

1. Only one satellite dish shall be permitted per Unit, provided, however, that such satellite dish may not be placed on the front of any dwelling and shall be subject to review and approval of location by the Architectural Committee.

2. No satellite dish may be greater than thirty-nine inches (39") in diameter.

3. No antenna shall be installed on the exterior of any Unit unless a Unit Owner can demonstrate that it cannot receive a reasonably acceptable signal with internal installation.

4. Any external installation shall be colored to match the surrounding or background structure.

5. No structure may be installed by a Unit Owner in the Common Facilities.

The Association shall have the right to establish additional Rules and Regulations as to location and screening of any externally placed signal receptor.

**6.1.12 Insurance Rates.** Nothing shall be done or kept in the Property which will increase the rate of insurance on any property insured by the Association without the approval of the Executive Board, nor shall anything be done or kept in the Property which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

**6.1.13 Drainage.** There shall be no interference by any Unit Owner with the established drainage pattern over any Common Facilities, Limited Common Facilities or Units within the Property. No obstruction of storm water facilities located within Lots 6, 7, 19 and 20 as well as the storm water management area between Lots 6 and 7 shall be permitted. For the purposes hereof, "established" drainage is defined as the drainage which exists at the time the overall grading of any Lot is completed by Declarant in accordance with the Record Plan referred to above. For a period of five (5) years from the date of conveyance of the last Unit to a Unit Owner, the Declarant reserves an easement of access on, over and under the Units, Common Facilities and Limited Common Facilities to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The Declarant shall give timely notice of intention to take such action to any affected Unit Owner, unless in the opinion of the Declarant an emergency exists which precludes such notice.

**6.1.14 Sale of Units.** There shall be no restriction on the sale, conveyance or other transfer of title to any Unit, but any sale, conveyance or other transfer shall be subject to the Act, this Declaration, the Bylaws, and the Rules and Regulations of the Association. Without limiting the generality of the foregoing, the sale of a Unit shall not be subject to any right of first refusal in favor of the Association or any other Unit Owner. In order to maintain proper Association records, at least thirty days prior to any transfer, a transferring Unit Owner shall notify the Executive Board in writing of the name and address of the proposed transferee and the projected date of settlement.

**6.1.15 Leasing of Units.** Except as expressly provided in this Section, there shall be no restrictions on the leasing of Units. No transient tenants may be accommodated in any Unit, and no Lease shall be for less than a whole Unit, nor for an initial term of less than one (1) year. Each Lease shall be in writing and shall provide the terms of the Lease, shall be subject in all respects to the provision of the Act, this Declaration, the Bylaws and the Rules and Regulations of the Association, and that any failure by the Lessee to comply with the terms of such documents shall by an event of default under the Lease. The Association shall be a third party beneficiary of such covenants in any Lease and shall have the right to enforce them. A copy of any signed Lease shall be furnished to the Executive Board within ten (10) days after execution thereof. A Unit Owner shall not engage in the leasing of the Unit except after having the lessee execute a lease which contains the following provisions:

"Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of Gwynedd Chase Planned Community, Bylaws and Rules and Regulations of the Association as the same shall apply to the Unit leased hereunder, and agrees to assume all duties and responsibilities and be jointly and severally liable with the Unit Owner for all of the liabilities and for the performance of all of the obligations applicable to the Unit Owners under the Act, the Community documents or otherwise during the term of the Lease. Lessee further agrees that he shall not sublet or assign this Lease except with the approval and consent of the Lessor."

The provisions of this Section 6.1.16 shall not be applicable to the Builder with respect to leasing of a Unit used as a sales model in accordance with Section 6.1.10 above.

**6.1.16 Decks.** It shall be the responsibility of the Unit Owner, upon request from the Executive Board, to have the deck inspected and, if necessary, repaired by a qualified individual in order to maintain its safe use. Each Unit Owner shall have the responsibility to use reasonable judgment not to exceed safe weight limit being placed upon the deck. Compliance with all municipal zoning and building permit requirements shall be the responsibility of the Unit Owner.

**6.1.17 Fireplaces.** It shall be the responsibility of the Unit Owner, upon request from the Executive Board, to have any fireplace inspected, and if necessary, repaired by a qualified individual in order to maintain its safe use.

**6.1.18 Rules and Regulations.** Rules and Regulations not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of then-current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereof.

**6.1.19 Exempted Lots.** Except for the provisions in Sections 6.1.1, 6.1.8, 6.1.9, 6.1.10, 6.1.12, the provisions of this Article VI shall not apply to Units 1 and 2.

## **ARTICLE VII EXECUTIVE BOARD OF THE ASSOCIATION**

**Section 7.1 Powers of the Executive Board.** In addition to the powers set forth in the Act, the Executive Board shall have the following additional powers:

(a) To appoint committees of the Executive Board and to delegate to such committees the Executive Board's authority to carry out certain duties of the Executive Board, subject to the approval and control of the Executive Board.

(b) To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Executive Board at such compensation as is deemed reasonable by the Executive Board, for the operation, repair, maintenance and management of the Property, or in connection with any duty, responsibility or right of the Executive Board and to remove, at any time, any such personnel.

(c) To pay any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Executive Board constitute a lien against the Property or against the Common Facilities, rather than merely against the interest therein of particular Unit Owners. Where one or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Executive Board by reason of said lien or liens shall be specially assessed to said Unit Owners.

**Section 7.2 Abating and Enjoining Violations by Unit Owners.** The violation of any of the Executive Board Rules and Regulations adopted by the Executive Board, the breach of any provision contained herein or the breach of any provision of the Bylaws or the Act shall give the Executive Board the right, in addition to any other rights: (1) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or (2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

**Section 7.3 Disputes.** In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions or interpretation or application of the provisions of this Declaration, the Plan, the Bylaws or the Rules and Regulations, the determination thereof by the Executive Board shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Section 7.3. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

## **ARTICLE VIII ASSESSMENTS**

**Section 8.1 Creation of the Lien and Personal Obligation of Assessments.** Declarant, for each Unit owned by it within the Property, hereby covenants, and each Unit Owner (other than the Builder) of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual Assessments for Common Expenses and Limited Common Expenses, (2) Special Assessments, (3) Limited Common Assessments and (4) Limited Direct Charges; such Assessments and Limited Direct Charges to be established and collected as hereinafter provided. The obligation of Builder to pay Assessments for any Unit owned by Builder shall be subject to the provisions of Section 8.4 below. Each such Assessment, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the person who was the Unit Owner of such Lots at the time when the Assessment fell due. Subject to provisions of this Declaration protecting first Permitted Mortgagees, the personal obligation for delinquent Assessments shall pass to the successors-in-title of such Unit Owner. The Executive Board shall establish one (1) or more separate accounts into which shall be deposited all Assessments paid to the Association, and from which disbursements shall be made, as provided herein, in the performance of functions by the Association under the provisions of this Declaration.

**Section 8.2    Purpose of Assessments.** The Assessments levied by the Association shall be used exclusively to promote the common health, safety, benefit, and welfare of the Unit Owners and for the improvement and maintenance of the Common Facilities and Controlled Facilities.

**Section 8.3    Damage to Common Facilities by Unit Owners.** Any maintenance, repairs or replacements within the Common Facilities arising out of or caused by the willful or negligent act or omission of the Unit Owner, or such Unit Owner's family, guests or invitees, shall be done at said Unit Owner's expense or a Limited Common Assessment therefore shall be made against such Unit Owner's Lot. In the event the damage is covered by insurance maintained by the Association, the Unit Owner shall be responsible for any deductible.

**Section 8.4    Basis of Assessment.** The Executive Board shall periodically (and in no event less than annually), determine the estimated Common Expenses for the ensuing period (of not more than one year) including any reserves it deems advisable, and the Common Expenses incurred and the assessments and other receipts, if any, received during the prior period. Promptly following each determination of the Common Expenses theretofore incurred (and not theretofore assessed) and of budgeted estimated future Common Expenses, the Executive Board shall assess and collect from each Unit Owner (including Declarant and Builder only with respect to any Unit owned by Declarant and/or Builder on the assessment date for which a certificate of occupancy has been issued by Township) and each such Unit Owner agrees to pay the Association a share of such incurred and estimated Common Expenses as set forth in Section 8.10 of this Article 8.

**Section 8.5    Periodic Payments.** All Assessments made in order to meet the requirements of the Association's annual budget shall be payable in periodic installments as determined by the Executive Board. Assessments shall be due and payable as of the date of settlement by a Unit Owner on a Unit; the pro-rata portion of the Assessment due for the current periodic installment may be collected by the Association and the Association may also collect in advance at settlement for the next periodic installment due following settlement.

**Section 8.6    Surplus.** Any amounts accumulated in excess of the amounts required for actual Common Expenses and reserves for future capital expenses may, at the discretion of the Executive Board, be credited toward the Association operating fund or capital expense fund in lieu of applying direct credits to the account of each Unit.

**Section 8.7    Capital Expense.** The Association shall establish an adequate capital expense fund for major repair and replacement of those Common Facilities and Controlled Facilities which are anticipated to require replacement, repair or major repair on a periodic basis. The capital expense fund may be funded by monthly payments as a part of Common Expenses.

**Section 8.8    Special Assessments.** If the annual budget proves inadequate for any reason, including nonpayment of any Unit Owner's Assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy a further Special Assessment, which shall be assessed to the Unit Owners in accordance with Section 8.10 below. Such Special Assessment shall be payable in such

installments as the Executive Board may determine. The Executive Board shall serve notice of such Special Assessment on all Unit Owners by a statement in writing giving the amount and reasons therefore, and such Special Assessment shall become effective and shall be payable at such time or times as determined by the Executive Board.

**Section 8.9 Failure to Fix New Assessments.** If the Executive Board shall fail to fix new Assessments for Common Expenses for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums they were paying for such Assessments during the fiscal year just ended and such sum shall be deemed to be the new Assessments for the succeeding fiscal year. If the Executive Board shall change the Assessment at a later date, such new Assessment shall be treated as if it were a Special Assessment under Section 8.8 hereof.

**Section 8.10 Rate of Assessment.** Assessments for Common Expenses shall be assessed against Units equally. The share of each Unit of Common Expenses or Limited Common Expenses shall be determined by taking the total amount of the Common Expenses allocated to the Units collectively and multiplying by a fraction the numerator of which is the number one and the denominator of which is the total number of Units subject to this Declaration. The Executive Board shall not charge more per Unit than the amount calculated as if the Community were completed.

A. Since the Association is obligated to perform certain services for Townhome Units that it does not perform for Detached Dwelling Units, Townhome Units will be assessed a Limited Common Expense for such services. All Townhome Units will be assessed equally for Limited Common Expenses. The Executive Board may determine that the Association shall perform other services for one or more but less than all Units. If such services are made part of the Association budget, such services shall be charged against the benefitting Units as Limited Common Expenses. If the cost of such services are not part of the Association budget, the cost of services will be charged to the benefitting Units as Limited Direct Charges.

**Section 8.11 Initiation Fee.** Every Unit Owner shall, at the time of such Unit Owner's purchase of the Unit from the Declarant or Builder, pay to the Association the sum of Five Hundred Dollars (\$500) as an initiation fee, such sums to be applied by the Association as determined by the Executive Board. Upon any resale of the Unit and purchase by a subsequent Unit Owner, the purchasing Unit Owner shall pay the Association a capital improvement fee as then established by the Association. Such fee shall not exceed the annual Assessment for Common Expenses charged to such Unit during the most recently completed fiscal year of the Association. The purchase of Lots by the Builder from the Declarant shall not require the payment of an initiation fee.

**Section 8.12 Nonpayment of Assessments.** Any installment of an Assessment, a Special Assessment or Limited Common Assessment not paid when due shall be subject to late fees and payment of interest as determined by the Executive Board. Upon failure to pay any installment of an Assessment, Special Assessment or Limited Common Assessment, the Executive Board may, at its discretion, accelerate collection of sums due to the Association by the Unit Owner for the

succeeding twelve months of Assessments, Special Assessments or Limited Common Assessments.

**Section 8.13 No Waiver of Assessments.** No Unit Owner may be exempt from personal liability for Assessments duly levied by the Association, nor release the Unit from the liens and charges hereof, by waiver of use and enjoyment of the Common Facilities or by abandonment of a Unit.

**Section 8.14 Liability of Purchaser of Unit for Unpaid Assessments.** Subject to the provisions of Section 5407 of the Act, upon the voluntary sale, conveyance or any other voluntary transfer of a Unit or any interest therein, the grantee thereof shall be jointly and severally liable with the grantor thereof for all unpaid Assessments for Common Expenses which are a charge against the Unit as of the date of consummation of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid Assessments which such grantee may have paid, and until any such Assessments are paid, they shall continue to be a lien against the Unit which may be enforced in the manner set forth in Section 5315 of the Act. Any unpaid Assessments which cannot be promptly collected from a former Unit Owner may be reassessed by the Executive Board as a Common Expense to be collected from all of the Unit Owners including, by way of illustration and not limitation, a purchaser who acquired title at a sheriff sale, and such purchaser, successors and assigns to the extent Assessments are given priority in accordance with the Act; otherwise, no Permitted Mortgagee or purchaser through a Permitted Mortgagee shall be liable for the collection of unpaid Assessments.

**Section 8.15 Fees and Expenses.** All expenses of the Executive Board in connection with any actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, asserted by the Association in collecting Assessments, Special Assessments or Limited Common Assessments shall be added to and deemed a Limited Common Assessment and the Association shall have a lien for all of the same, upon the defaulting Unit. Any and all rights and remedies shall be exercised any time and from time to time, cumulatively or otherwise. The Association shall have the right to exercise any and all rights and remedies at any time and from time to time, cumulatively or otherwise.

**Section 8.16 Utility Charges.** All utilities provided to any Units shall be separately metered and will be billed directly to Unit Owners and will be each Unit Owner's sole obligation to pay.

## **ARTICLE IX ARCHITECTURAL CONTROL**

**Section 9.1 Members of the Committee.** The Executive Board shall have the discretion to determine the role of the Architectural Committee in reviewing proposed construction, alterations and modifications to Units and shall have the right to reserve to itself the ultimate approval of any proposed construction, alterations and modifications. The Executive Board shall have the right to appoint and remove all members of the Committee.

**Section 9.2 Review of Proposed Exterior Construction, Alterations and Modifications.** Subject to Section 6.1.9 of this Declaration and subject to all applicable municipal zoning

ordinances, following the conveyance of a Unit to a purchaser other than the Declarant and/or the Builder, no addition, change or alteration to the exterior of the dwelling on any Unit, including change in color, and no modification to landscaping or placement of a structure within an Exclusive Use Area, shall be made until the plan and specifications showing the nature, kind, shape, height, materials and location of the same shall have been approved by said Committee and submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Architectural Committee. The Unit Owner shall obtain approval by the Committee prior to filing an application with the municipality for a building permit. The Committee shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the location indicated will not be detrimental to the appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures, and that the upkeep and maintenance thereof will not become a burden on the Association. The Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, upon the agreement by the Unit Owner submitting the same to grant appropriate easements to the Association or to assume any additional cost of maintenance and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submission of plans for approval, requiring a fee payable to the Association to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Committee may provide that the amount of such fee shall be uniform, or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated. The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. An application shall not be deemed complete until the Committee shall provide written notice that the Unit Owner has complied with the rules established by the Committee for the submission of applications. Thereafter, the Committee shall communicate its response to the submitting Unit Owner within forty-five (45) days after issuance of notice of completion of the application for approval. Lack of a timely response shall be deemed an approval of the request as made.

**Section 9.3 Approved Materials.** The Committee shall maintain a list of approved storm doors and storm windows, if any, and shall be published as part of the Rules and Regulations of the Association. The Committee may add additional exterior improvements or materials.

**Section 9.4 Meetings of the Committee.** The Committee shall meet from time to time as necessary to perform its duties hereunder. The vote of a simple majority of the members of the Committee taken at a meeting shall constitute an act of the Committee.

**Section 9.5 No Waiver of Future Approvals.** The approval of the Committee to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Committee, shall not

be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

**Section 9.6 Compensation of Members.** The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

**Section 9.7 Inspection of Work.** Inspection of work and correction of defects therein shall proceed as follows:

A. Notice shall be delivered to the office of the management company currently engaged by the Association. Upon the completion of any work for which approved plans are required under this Article IX, the Unit Owner shall give written notice of completion to the Committee and shall obtain from the Committee a written acknowledgment of the receipt of the notice of completion.

B. Within thirty (30) days thereafter, the Committee or its duly authorized representative may inspect such work. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify the Unit Owner in writing of such noncompliance within such thirty-day period, specifying the particulars of noncompliance, and shall require the Unit Owner to remedy the same.

C. If upon the expiration of thirty (30) days from the date of such notification the Unit Owner shall have failed to remedy such noncompliance, the Committee shall notify the Executive Board in writing of such failure. Upon notice and hearing, the Executive Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Unit Owner shall remedy or remove the same within a period of not more than fifteen (15) days from the date of announcement of the Executive Board ruling. If the Unit Owner does not comply with the Executive Board ruling within such period, the Executive Board, at its option, may either remove the noncomplying work or remedy the noncompliance, and the Unit Owner shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Unit Owner to the Association, the Executive Board shall levy a Limited Common Assessment against such Unit Owner for reimbursement.

D. If for any reason the Committee fails to notify the Unit Owner of any noncompliance within thirty (30) days after receipt of said written notice of completion from the Unit Owner, the work shall be deemed to be in accordance with said approved plans. The time limitations set forth herein shall not prevent the Committee or the Executive Board from notifying the Unit Owner of noncompliance due to use of inappropriate materials or defective workmanship.

**Section 9.8 Non-Liability of Committee Members.** Neither the Committee nor any member thereof, nor its duly authorized Committee representative shall be liable to the Association, or to any Unit Owner for any loss, damage or injury arising out of or in any way connected with the

performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee or any such member or representative. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Property generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

**Section 9.9 Variance.** The Executive Board, upon recommendation from the Committee, may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing and must be duly signed by the Executive Board, and shall become effective upon recordation in the Office of the Recorder of Deeds of Montgomery County provided, however, that the Executive Board shall have the option to limit any variance granted to the then-current Unit Owner who submitted the application for approval. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provision hereof covered by the variance, nor shall it affect in any way the Unit Owner's obligation to comply with all governmental laws and regulations affecting the use of the Unit, including but not limited to zoning ordinances or other requirements imposed by any governmental or municipal authority.

**Section 9.10 Reasonable Accommodations; Governmental Requirements.** Whenever the Executive Board determines that pursuant to applicable law any structure is required as a reasonable accommodation under applicable law (or whenever a final determination of any governmental authority having jurisdiction to such effect shall have been made and shall not be subject to appeal or further appeal (a "final governmental determination")), the Executive Board shall approve the construction thereof subject to such reasonable rules and regulations as the Executive Board and the Architectural Committee shall impose, which may include, without limitation, (i) a requirement that the person seeking such accommodation furnish to the Executive Board reasonable evidence to substantiate the basis for the reasonable accommodation requested (except in instances in which the need for such reasonable accommodation has been determined by a final governmental determination); (ii) a requirement that such reasonable accommodation shall remain in effect only so long as the individual whose condition gave rise to the reasonable accommodation remains a resident of the property in question and continues to experience the condition which gave rise to the reasonable accommodation, and that thereafter all improvements constructed pursuant to the reasonable accommodation be removed by and at the expense of the Unit Owner of the Unit upon which or at whose request such improvements were constructed; (iii) a requirement that the Unit Owner of the Unit in question furnish annually to the Executive Board reasonable evidence as to the matters set forth in (ii) above; and (iv) all

reasonable accommodations shall be subject to all of the requirements of this Declaration, the Rules and Regulations or requirements of the Architectural Committee, to the end and effect that the Executive Board and the Architectural Committee shall have the fullest authority permitted by law to approve plans and specifications, design, materials and appearance of the improvement in question.

**Section 9.11 Exempted Lots.** No provision of this Article IX shall be applicable to Units 1 and 2.

## **ARTICLE X MAINTENANCE AND REPAIR OBLIGATIONS**

**Section 10.1 Maintenance Obligations of Unit Owners.** Each Unit Owner, at such Unit Owner's sole cost and expense, subject to the provisions of this Declaration regarding Architectural Committee approval, to maintain and repair such Unit Owner's Unit in a neat, safe, sanitary and attractive condition, except for portions of the Unit which may be maintained by the Association in accordance with Section 10.2 below. Each Unit Owner shall be responsible for maintaining, with like colors and materials, the entire exterior of the Unit, including but not limited to, stone, stucco, siding, soffits, trim, fascia, shutters, paint, windows, decks, gutters and downspouts, roofs, patio, privacy fencing, driveways and service walks from individual driveways to the front door of each Unit. Unit Owners shall be responsible for maintenance of, including snow removal from, service walks and individual driveways leading to Units and maintenance of, and snow removal from, patios or decks adjacent to Units. All lawn and landscaping within Detached Dwelling Units shall be maintained by the Unit Owner. Each Unit Owner shall be responsible to properly water the lawn area, whether conventionally seeded or sodded and all landscaping located within their Lot with sufficient quantities of water and adequate frequency to maintain the lawn areas and landscaping in good condition.

A. The cost of reasonable repair and replacement of a Party Wall shall be shared by the Unit Owners on either side of the Party Wall equally. If a Party Wall is damaged or destroyed by fire or other casualty, any Unit Owner whose Unit abuts the Party Wall may restore it and look to contribution from the other Unit Owner. Nothing in this Section shall be deemed to prejudice, however, the right of the restoring Unit Owner to a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions. Any Unit Owner who through negligent or willful act causes the Party Wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

B. The provisions of this Section 10.1 shall not be applicable to Units 1 and 2 except for the requirement to maintain and repair such Unit Owner's Unit in a neat, safe, sanitary and attractive condition.

**Section 10.2 Maintenance Obligations of Association.** The Association shall maintain or provide for the maintenance of the Common Facilities and Controlled Facilities in good order and repair. The maintenance responsibilities of the Association shall be performed at such times and in such manner as the Executive Board may, in its sole discretion, determine.

**10.2.1** The Association shall be responsible for all necessary landscaping and gardening, including mowing, lawn fertilization, weeding and annual mulching to properly maintain and replace when necessary the lawn, trees, plants, grass, shrubs and vegetation in the Common Facilities. The Association shall be responsible for maintenance of lawn, trees, plants, grass, shrubs, and vegetation in the Units; provided, however, that the Association shall be responsible only for maintenance of front and end elevation landscaping. The Association shall be responsible for maintenance of perimeter landscaping and shade trees throughout the Community. Any planting material that is twenty-five percent (25%) or more dead must be replaced. Trees shall be considered dead when the main leader has died back or if twenty-five percent (25%) or more of the crown is dead.

**10.2.2** The Association shall be responsible for periodic replacement of roofs, siding, gutters, downspouts and other exterior materials on Townhome Units and the cost of any such work shall be charged as a Limited Direct Charge to the Townhome Units on which such work was performed. Detached Dwelling Unit Owners will be responsible for all maintenance of roofs, siding and similar materials, including periodic replacement.

**10.2.3** The Association shall be responsible for maintaining the Storm Water Management System, including any portions of the detention basin which are located within the boundaries of Units 6 and 7. The Storm Water Management System shall be maintained in accordance with specifications of the Post Construction Storm Water Management Plan on file with the Township, such maintenance to include, but not be limited to, the following:

A. Infiltration basin.

ACTIVITY	SCHEDULE
Note erosion of pond banks or bottom	Semiannual inspection
Inspection for damage to the embankment	Semiannual inspection
Monitor for sediment accumulation in the facility	Semiannual inspection
Repair undercut or eroded areas	Standard Maintenance
Remove litter and debris	Standard maintenance
Seed or sod to restore dead or damaged ground cover	Annual maintenance (as needed)
Monitor sediment accumulations, and remove sediment when the pond volume has been reduced by 25%	25 to 50-year maintenance

B. Infiltration Trench

ACTIVITY	SCHEDULE
Examine to ensure that inlet and outlet devices are free of debris and operational	Semiannual inspection
The vegetation along the surface of the infiltration trench should be maintained in good condition and any bare spots re-vegetated	Standard maintenance

as soon as possible.

### C. Grass Swale

ACTIVITY	SCHEDULE
Note erosion of banks or bottom	After any major runoff event
Repair undercut or eroded areas	Standard maintenance
Mow side slopes and bottom	Standard maintenance
Manage pesticide and nutrients	Standard maintenance
Remove litter and debris	Standard maintenance
Seed or sod to restore Deed of damaged ground cover	Annual maintenance (as needed)

**10.2.4** The Association shall be responsible for maintenance of, including snow removal from, all roadways and off-street parking areas along with adjoining common sidewalks.

**10.2.5** The Association will be responsible for electrical charges and repair, maintenance and replacement of street lighting located at the intersection of the common road and Morris Road.

**10.2.6** The Association shall be responsible for trash collection for Unit Owners using a single trash hauler until such time, if any, that the Township assumes the responsibility for trash collection, and the cost of which shall be allocated as a trash fee in addition to Assessments levied pursuant to Article VIII above.

**Section 10.3 Damage and Destruction Affecting Units - Duty to Rebuild.** If all or any portion of any Unit is damaged, falls into disrepair, or is destroyed by fire or other casualty, it shall be the duty of the Unit Owner to rebuild, repair or reconstruct said residence in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty. If the Unit Owner should fail to rebuild, repair or reconstruct, the Association may undertake such repair or reconstruction and may levy a Limited Common Assessment against the Unit Owner as provided in Section 11.4 below.

## ARTICLE XI INSURANCE

**Section 11.1 Casualty Insurance.** Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain property insurance on the Common Facilities and Limited Common Facilities by insuring against fire and extended coverage perils customarily covered by standard extended coverage endorsements, to the extent reasonably available, in an amount equal to One Hundred (100%) percent of the current replacement cost of the insured property, exclusive of land, foundations and other items normally excluded from property policies. The Association may also insure against any other property, whether real or personal, owned by the Association, against the loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage purchased by the Association shall be for the benefit of and named as insured the Association for the use and benefit of the Unit Owners as

their interest may appear and the policy loss payable provision shall provide that such proceeds are payable to the Executive Board to be applied pursuant to the Act as trustee for each Unit Owner and such Unit's Permitted Mortgagees. The insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association on Common Facilities shall be Common Expenses; any portion of the premium for insurance carried by the Association on the Units may be billed by the Association as a separate insurance fee. In the event of damage to or destruction of any part of the Common Facilities, the Association shall repair or replace the same from the insurance proceeds available. The Executive Board may determine the appropriate deductible applicable to such policy. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may levy a Special Assessment against all Unit Owners to cover the additional costs of repair or replacement not covered by the insurance proceeds.

**Section 11.2 Liability Insurance to be Carried by Association.** Commencing not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent determined by the Association, but in no event less than \$2,000,000 per occurrence, comprehensive general liability insurance coverage on all Common Facilities and Limited Common Facilities of the Property covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Facilities. Liability insurance shall include medical payments insurance.

**Section 11.3 Additional Endorsements.** All policies obtained pursuant to the provisions of this subsection shall: (i) provide that the Association or its authorized representative shall be the sole adjuster of any losses; (ii) contain waivers of all rights of subrogation; (iii) provide that the coverage afforded to any insureds shall not be affected by the acts or omissions of any one or more other insureds; and (iv) provide that such policy shall not be cancelled or modified without thirty (30) days' prior written notice to all whose interests are covered thereby. Each policy shall designate that insurance proceeds for the loss shall be payable to the Association and not to any Permitted Mortgagee to be held in trust for Unit Owners and their first mortgage holders as their interests may appear, and shall otherwise comply with the provisions of Section 5312 of the Act. The name of the insured under each policy required pursuant to this Article XI shall be stated in form and substance similar to the following:

"Gwynedd Chase Community Association, for the use and benefit of the individual owners, or their authorized representatives, of the Units contained in Gwynedd Chase Planned Community."

**Section 11.4 Repair and Reconstruction.** If any Unit Owner fails to repair damage to or destruction of a Unit or any part thereof as a result of fire or other casualty in accordance with Section 10.3 above, the Executive Board may arrange for and supervise the prompt repair and restoration of the Unit. Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the redecoration of the Unit. The Executive Board may also arrange for and supervise a prompt repair and restoration of any Common Facility which is subject to damage or destruction as a result of fire or other casualty. Any such reconstruction or repair shall be substantially in

accordance with the initial construction of the Common Facility or Unit as it existed immediately prior to the casualty.

**11.4.1** If the proceeds of insurance are not sufficient to defray the cost of reconstruction and repair, the amount necessary to complete such reconstruction and repair may be obtained from the appropriate reserve for replacement funds or may be deemed a Common Expense or Limited Common Assessment for which the Executive Board may authorize a Special Assessment in accordance with the provisions of Section 8.8 above. Unit Owners may apply the proceeds from their individual property insurance policies, if any, to the share of such Common Expense or Limited Common Expense as may be assessed.

**Section 11.5 Other Insurance.** The Association shall require contractors to maintain workers' compensation insurance and employer's liability as required by law for any employees of the Association. The Association shall maintain directors and officers liability insurance, to the extent reasonably available.

**Section 11.6 Fidelity Insurance.** The Association shall maintain blanket fidelity insurance for anyone who either handles or is responsible for funds held by or administered by the Unit Owners Association, whether or not said individual has received compensation for their services. Fidelity insurance may be provided by the management company engaged by the Association to oversee the operation of the Community. The Association fidelity insurance shall name the Association as the obligee and the premium shall be paid as a common expense by the Association. Any management agent that handles funds for the Association shall be covered by its own fidelity insurance which shall provide the same coverages as required of the Association. The fidelity insurance obtained shall cover the maximum funds that will be in custody of the Association or its management agent at any time while the fidelity insurance is enforced. In addition, the fidelity insurance coverage shall at least equal the sum of three (3) months Assessment on all Units in the Community, plus the Associations reserved fund. Said fidelity insurance shall include a provision requiring thirty (30) days written notice to the Association or to each holder of a mortgage on an individual Unit in the Community before the fidelity insurance can be canceled or substantially modified for any reason.

**Section 11.7 Waiver and Release.** Subject to the provisions of this Article XI, each Unit Owner and the Executive Board hereby waives and releases any and all claims which he or it may have against any other Unit Owner, the Association, the Executive Board and members thereof, the Declarant and its respective employees and agents, for damage to the Common Facilities, the Units or to any personal property located in the Units or Common Facilities, caused by fire or other casualty or any act or omission of any such party to the extent that such damage is covered by fire or other form of hazard insurance. Such release or waiver shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. In no event shall insurance obtained and maintained by the Association and by individual Unit Owners be the subject of any action for contribution.

**Section 11.8 Insurance Maintained by Unit Owners.** Each Unit Owner will be responsible for the purchase and payment of insurance to protect on a so-called "all risk" basis of the Unit,

any improvement made to the Unit, personal property, and all personal liability not provided for above.

No Unit Owner shall do or permit any act which would void or impair the coverage afforded by any policies held by the Association or would result in an increase in the premium therefore; and any Unit Owner so doing or permitting any such act shall be liable to the Association for any such increase which shall be assessable as a Common Expense exclusively against such Unit Owner pursuant to the Assessment provisions of this Declaration.

## **ARTICLE XII        MORTGAGE PROTECTION CLAUSE**

Notwithstanding any and all provisions hereof to the contrary, in order to induce the Federal Home Loan Mortgage corporation ("FHLMC"), the Government National Mortgage Association ("GNMA") and the Federal National Mortgage Association ("FNMA") the Federal Housing Authority ("FHA"), the Veterans Administration ("VA") and other governmental and quasi-governmental agencies to participate in the financing of the sale of Units within the Property, the following provisions are added hereto and to the extent these added provisions conflict with any other provisions of the Declaration, these added provisions shall control:

A. Each first Permitted Mortgagee of a Mortgage encumbering any Unit, which has provided contact information to the Association and has submitted a written request for notices, is entitled to written notification from the Association of any default by the Mortgagor of such Unit in the performance of such Mortgagor's obligations under this Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, which default is not cured within thirty (30) days after the Association learns of such default.

B. Each first Permitted Mortgagee of a Mortgage encumbering any Unit which obtains title to such Unit pursuant to the remedies provided in such Mortgage or by foreclosure of such Mortgage, or by deed in lieu of foreclosure, shall take title to such Unit free and clear of any claims of unpaid Assessments or charges against such Unit which accrued prior to the acquisition of title to such Unit by the Permitted Mortgagee, subject to the provisions of Section 5315 of the Act.

C. Unless at least sixty-seven percent (67%) of Unit Owners (other than Declarant) have given their prior written approval, neither the Association nor the Unit Owners shall:

(1) by act or omission seek to abandon, partition, alienate, subdivide, release, hypothecate, encumber, sell or transfer the Common Facilities and the improvements thereon which are owned by the Association (the granting of easements for public utilities or for other public purposes consistent with the intended use of such property by the Association or the transfer of the Common Facilities to an unincorporated association of the Unit Owners in accordance with the Articles of Incorporation of the Association shall not be deemed a transfer within the meaning of this clause.)

(2) change the method of determining the obligations, Assessments, dues or other charges which may be levied against a Unit Owner;

(3) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to architectural design of the exterior appearance of the Units, or the upkeep of lawns and plantings in the Property; or

(4) amend this Declaration or the Articles of Incorporation or Bylaws of the Association in such a manner that the rights of any first Permitted Mortgagee will be affected.

D. First Permitted Mortgagees shall have the right to examine the books and records of the Association during normal business hours.

E. First Permitted Mortgagees may, jointly or singly pay taxes or other charges which are in default and which may or have become a charge against any Common Facilities and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and first Permitted Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. In addition to the foregoing, the Executive Board may enter into such contracts or agreements on behalf of the Association as are required in order to satisfy the guidelines of the VA, the FHA, the FHLMC, the FNMA or the GNMA or any similar governmental or quasi-governmental entity, so as to allow for the purchase, insurance or guaranty, as the case may be, by such entities of Permitted Mortgages. Each Unit Owner hereby agrees that it will benefit the Association and the membership of the Association, as a class of potential Mortgage borrowers and potential seller of their Units if such agencies approve the Property as a qualifying subdivision under their respective policies, rules and regulations, as adopted from time to time.

F. Upon the specific request of a Permitted Mortgagee or its servicer to the Executive Board, the Permitted Mortgagee shall be entitled to receive some or all of the following as designated in the request:

(1) Copies of budgets, notices of Assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

(2) Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

(3) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property; and

(4) Notice of any default by the Owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default.

(5) Notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder, but may request reimbursement for reasonable expenses in producing any documents requested.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

## **ARTICLE XIII      LIMITATION OF LIABILITY**

**Section 13.1 Limited Liability of the Executive Board.** The Executive Board, and its members in their capacity as members, officers and employees:

A. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, or rain, which may leak or flow from the outside or from any part of the building of which the Unit is a part, or from any of its pipes, drain conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

B. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

C. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

D. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or such Unit Owner's tenants, employees, agents, customers or guests in a Unit, or in or on the Common Facilities, except for the Executive Board members' own willful misconduct or gross negligence.

E. Shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

F. Shall have no personal liability arising out of the use, misuse or condition of the building, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

**Section 13.2 Indemnification.** Each member of the Executive Board, in the capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred in connection with any proceeding in which such member may become involved by reason of being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of such member's duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if then an Executive Board Member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe the conduct was unlawful. The indemnification by the Unit Owners set forth in this Section 13.2 shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

**Section 13.3 Defense of Claims.** Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Community as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

**Section 13.4 Insurance.** The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 13.2 above, if and to the extent available.

## **ARTICLE XIV UNITS SUBJECT TO COMMUNITY DOCUMENTS; EMINENT DOMAIN**

**Section 14.1 Applicability of Community Documents.** Each present and future owner, occupant and Permitted Mortgagee of a Unit, shall be subject to and shall comply with the provisions of the Act, this Declaration, the Plan, the Bylaws and the Rules and Regulations and with the covenants, conditions and restrictions as set forth in this Declaration, the Plan, the Bylaws, the Rules and Regulations and the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or Permitted Mortgagee of a Unit any obligation which the

Act or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay Assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Act, this Declaration, the Plan, the Bylaws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee or Permitted Mortgagee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or mortgage thereof.

**Section 14.2 Amendment Generally.** Except as limited by Section 5219 of the Act, this Declaration may be amended by the vote of the Unit Owners holding sixty-seven percent (67%) of the allocated votes in the Association. The Community may be terminated only by the vote of ninety (90%) percent of all Unit Owners.

(a) Any amendment or termination which may affect Township or its interests, whether they are made by the Association, Unit Owners and/or Declarant, are subject to approval by Township.

(b) Until such time as Declarant relinquishes control of the Board pursuant to Section 15.1 below, the following actions will require the prior approval of FHLMC, GNMA, FNMA, FHA, VA or similar government agencies:

Annexation of additional properties, mergers and consolidations, mortgaging of Common Facilities, dedication of Common Facilities, amendment of the Declaration, Articles of Incorporation and the Bylaws.

(c) Until such time as Declarant relinquishes control of the Board pursuant to Section 15.1 below, the Declarant reserves the right to amend the Plans without the consent of the Executive Board or the Association. No such amendment by Declarant shall have any effect upon the rights of any Unit Owner holding ownership by deed, or other means of conveyance at the time of amendment by the Declarant.

**Section 14.3 Rights of Secured Lenders.** Subject to the limitations imposed by Section 5221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of holders of first mortgages on Units to which the Units subject to a mortgage appertain, if and to the extent that such approval is required by the Act or if and to the extent that such amendment would have the effect of (1) terminating or abandoning the Planned Community (except for termination or abandonment as a result of a taking of all the Units by eminent domain); (2) abandoning, encumbering, selling or transferring the Common Facilities; (3) partitioning or subdividing any Unit or the Common Facilities; or (4) changing the manner of determining Common Expense percentage liability of the Unit Owners. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Facilities shall not be deemed to be a transfer within the meaning of this Section. If any Permitted Mortgagee fails to submit a written response to any written proposal for an amendment within sixty (60) days after the Permitted Mortgagee receives notice of the proposed amendment, provided the notice was delivered by certified or registered mail, with a "return

receipt" requested, the proposed amendment shall be deemed approved by the Permitted Mortgagee.

**Section 14.4 Rights of Declarant and Builder.** No change, modification or amendment which affects the rights, privileges or obligations of the Declarant or Builder shall be effective without prior written consent of the party whose rights, privileges or obligations are impacted.

**Section 14.5 Other Amendments.** If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plans which is defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct or supplement anything appearing or failing to appear in the Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to the then current requirement of FNMA, FHLMC, VA, FHA, GNMA, or other similar government agency with respect to community projects, the Executive Board may, at any time and from time to time, effect such amendment without the approval of the Unit Owners, or Permitted Mortgagees, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence, together with a like opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Plans. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgments by one or more officers of the Executive Board.

## **ARTICLE XV DECLARANT'S RIGHTS**

**Section 15.1 Control.** (a) Until the sixtieth (60th) day after the conveyance of twenty-five percent (25%) of the total number of Units which may be constructed within the Community to a Unit Owner other than the Declarant or Builder, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

**15.1.1** Not later than sixty days after the conveyance of twenty-five percent (25%) of the total number of Units which may be constructed within the Community to a Unit Owner other than Declarant or Builder, one member of the Executive Board shall be replaced by a Unit Owner other than Declarant, as provided in Article V of the Bylaws.

**15.1.2** Not later than the earlier of (i) five (5) years after the date of the first conveyance of a Unit to a third-party purchaser other than a Builder, or (ii) sixty (60) days after seventy-five percent (75%) of the total number of Units which may be constructed in the Community have been conveyed to Unit Owners other than the Declarant or Builder, all members of the Executive Board shall resign, and the Unit Owners shall elect a new three-member Executive Board.

**Section 15.2 Enforcement.** This Declaration, the Articles of Incorporation and the Bylaws may be enforced by the Association, any Unit Owner or the Township as follows:

A. Breach of any of the covenants contained in the Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Unit Owner, by the Association or the successors-in-interest of the Association, or by the Township. Any judgment rendered in any action or proceeding pursuant hereto shall include the amount of any delinquent payment, interest thereon, costs of collection, including attorney's fees, court costs and penalty charges.

B. The result of every act or omission by which covenants contained in this Declaration or the Bylaws are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by any Unit Owner, by the Association or its successors-in-interest, or by the Township.

C. The remedies herein provided for breach of the covenants contained in this Declaration or in the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

D. The failure of the Association or the Township to enforce any of the covenants contained in this Declaration or in the Bylaws shall not constitute a waiver of the right to enforce the same thereafter.

E. A breach of the covenants, conditions or restrictions contained in this Declaration or in the Bylaws shall not affect or impair the lien or charge of any bona fide Mortgage or deed of trust made in good faith and for value on any residential lot or the Unit thereon, provided, however, that any subsequent Unit Owner of such property shall be bound by said covenants, whether such Unit Owner's title was acquired by foreclosure in a trustee's sale or otherwise.

F. In addition to those rights which the Township may have under law, the Township shall have the right, but not the obligation, to enforce the restrictions, conditions and covenants of this Declaration regarding the Common Facilities and/or the Controlled Facilities in the event the Association shall fail to do so. For this purpose, the Township shall have the right to impose a lien on each Unit, and shall further be entitled to exercise any other rights and remedies it may have at law or in equity to collect the amounts disbursed by the Township to cure the default.

**Section 15.3 Severability.** Validation of any one 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.

**Section 15.4 Interpretation.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of Common Facilities. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular

shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter.

**Section 15.5 Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any lot or other portion of the Property does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Property, or any portion thereof.

Declarant has executed this Declaration on the date first above written.

DECLARANT:  
PPG 937 MORRIS, LLC

By:

  
Print Name: Benjamin G. Goldthorp  
Title: Member

Donald E. Dion, Jr., as the owner of Lots 1 and 2 within the Property, hereby joins in this Declaration and agrees to be bound by the covenants and restrictions stated herein.

  
(Seal)  
Donald E. Dion, Jr.

COMMONWEALTH OF PENNSYLVANIA:

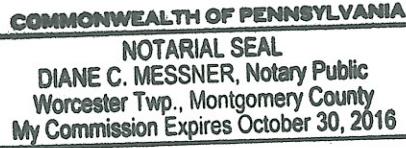
COUNTY OF Montgomery : ss

On the 14<sup>th</sup> day of October A.D., 2014 before me, the undersigned officer, personally appeared Benjamin G. Goldthorp, who acknowledged himself/herself to be the Member of PPG #37 MORRIS, LLC, a Pennsylvania limited liability company ("Company"), and as such Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company by himself/herself as Member.

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



Notary Public



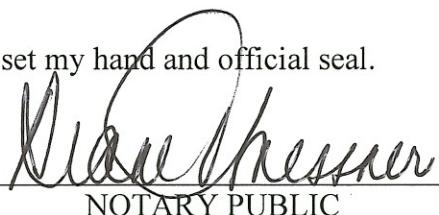
**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA :**

**COUNTY OF** *Montgomery* : ss.  
: :

On this, the 16<sup>th</sup> day of October, 2014, before me, the undersigned officer, personally appeared Donald E. Dion, Jr., known to me to be (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.

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



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NOTARY PUBLIC

**COMMONWEALTH OF PENNSYLVANIA**

NOTARIAL SEAL DIANE C. MESSNER, Notary Public Worcester Twp., Montgomery County My Commission Expires October 30, 2016
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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

September 11, 2012

**TOTAL TRACT AREA  
DONALD E. DION, JR.**  
**SUBDIVISION AND LAND DEVELOPMENT PLAN**  
**TAX PARCELS #56-00-05914-00-6 AND #56-00-05917-00-3**  
**UPPER GWYNEDD TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA**  
**MORRIS ROAD – S.R 2001**

All that certain tract or parcel of land being located on the Northeasterly side of Morris Road - S.R. 2001 in the Township of Upper Gwynedd, County of Montgomery and the Commonwealth of Pennsylvania being shown as the Total Tract Boundary on a Subdivision and Land Development Plan for Donald E. Dion, Jr. as prepared by Lenape Valley Engineering of Chalfont Pa; plan dated October 25, 2010 most recently revised on July 26, 2012 and being further described as follows, to wit:

Beginning at a mag nail set in the macadam cartway of Morris Road - S.R. 2001 (60 feet wide legal right of way in this locale), said mag nail being in line of lands of the Ryan's Run Townhome Community;

- 1) Thence along lands of the Ryan's Run Townhome Community, North  $45^{\circ} 00' 52''$  East – 356.03 feet to an iron pin set;
- 2) Thence continuing along the same, North  $69^{\circ} 36' 37''$  East – 243.30 feet to an iron pipe found, being a corner common to lands of the Ryan's Run Townhome Community and lands of the Pennsylvania Turnpike Commission;
- 3) Thence along lands now of the Pennsylvania Turnpike Commission, South  $55^{\circ} 57' 23''$  East – 124.22 feet to an iron pipe found;
- 4) Thence continuing along the same, South  $38^{\circ} 25' 47''$  West – 112.07 feet to an iron pin set;
- 5) Thence continuing along the same, South  $11^{\circ} 59' 51''$  East – 453.35 feet to an iron pin set;
- 6) Thence continuing along the same, South  $35^{\circ} 34' 01''$  West – 100.24 feet to an iron pin set on the legal right of way line of Morris Road – S.R. 2001, ( 30 feet from centerline );
- 7) Thence continuing along the same and also along the legal right of way line of Morris Road – S.R. 2001, South  $56^{\circ} 06' 07''$  East – 165.78 feet to an iron pin set;
- 8) Thence continuing along the same, North  $34^{\circ} 51' 58''$  East – 8.50 feet to an iron pin set;
- 9) Thence continuing along the same, South  $55^{\circ} 07' 21''$  East – 606.67 feet to an iron pin set in line of lands of the Pennsylvania Turnpike Commission;
- 10) Thence along lands of the Pennsylvania Turnpike Commission, South  $25^{\circ} 49' 21''$  East – 67.23 feet to a mag nail set in the macadam cartway of Morris Road - S.R. 2001;
- 11) Thence along the macadam cartway of Morris Road - S.R. 2001, North  $55^{\circ} 27' 29''$  West – 1479.30 feet to the place of beginning.

**Containing an area of 5.9303 acres of land.**

Bearing basis per Pennsylvania State Plane Coordinate System, South Zone, NAD 83.

**EXHIBIT "B"**

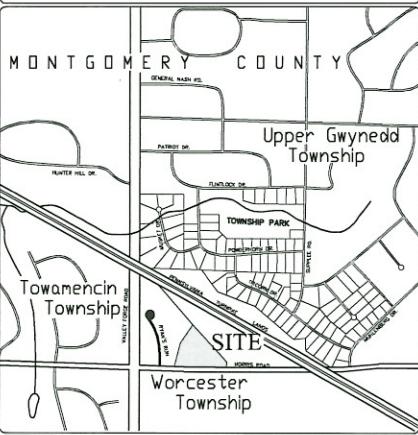
**MATTERS OF RECORD**

1. Easements, or claims of easements, not shown by the public records.
2. Title to that portion of the premises within the bed(s) of Morris Road is subject to the public and private rights therein.
3. Rights granted to the Philadelphia Electric Company as in Deed Book 2546, Page 239.
4. Subject to terms of the Sanitary Sewer Easement Agreement as set forth in Deed Book 5653, Page 1315.
5. Subject to Permit as set forth in Deed Book 5846, Page 405.
6. Subject to the Deed of Easement to the Commonwealth of Pennsylvania as set forth in Deed Book 3520, Page 530.
7. Subject to all rights of the Pennsylvania Turnpike to maintain slopes, cuts, embankments as well as the right to appropriate abutting lands necessary for ramps, tunnels, maintenance sheds and for all other purposes and facilities necessary.
8. Subject to Covenants as set forth in Deed Book 3619, Page 125 (deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin).

**PLEASE SEE  
DATABASE FOR  
VIEW OF DEED  
EXHIBITS**

**BOOK NUMBER: 5933**

**PAGE NUMBER: 00328**

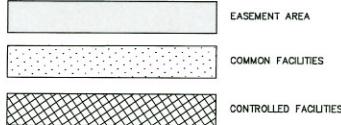


#### GENERAL NOTES

1. TITLE LINE INFORMATION TAKEN FROM DEEDS AND PLANS OF RECORD AND A SURVEY BY DENNIS M. LITZENBERGER, PLS, COMPLETED SEPTEMBER 2014.
2. TOPOGRAPHIC INFORMATION OBTAINED BY STEREO PHOTOGAMMATIC COMPILATION BY NOR-EAST MAPPING, INC., BASED ON PHOTOGRAPHY TAKEN IN APRIL 2008.
3. ALL PROPOSED LOTS WILL BE SERVED WITH PUBLIC SEWER SERVICE TO BE PROVIDED BY THE UPPER GWYNEDD-TOWAMENCIN MUNICIPAL AUTHORITY.
4. ALL PROPOSED LOTS WILL BE SERVED WITH PUBLIC WATER SERVICE TO BE PROVIDED BY THE NORTH WALES WATER AUTHORITY.
5. GAS, ELECTRIC, TELEPHONE AND CABLE TV FACILITIES FOR ALL LOTS WITHIN THE DEVELOPMENT SHALL BE PROVIDED BY UNDERGROUND SERVICE.
6. ALL INTERIOR ROADWAYS SHALL HAVE CURBING. SIDEWALK SHALL BE PROVIDED AS SHOWN ON THE PLAN. HANDICAP RAMPS SHALL BE PROVIDED AT THE INTERSECTION OF ALL ROADS AND SIDEWALKS.
7. THE PROPOSED DETENTION BASIN NON-BUILDING LOT SHALL BE OWNED MAINTAINED BY THE HOMEOWNER ASSOCIATION. ALL OTHER STORMSEWER FACILITIES WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
8. ALL PROPOSED RIGHTS-OF-WAY WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION. THE PROPOSED SIDEWALK EASEMENTS ABUTTING THE LEGAL RIGHT-OF-WAY OF MORRIS ROAD ARE TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
9. ALL STORMSEWER EASEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
10. NO PLANTINGS, TREES OR STRUCTURES SHALL BE PERMITTED WITHIN THE PROPOSED SANITARY SEWER, STORM SEWER OR WATER AND STORMWATER MANAGEMENT EASEMENTS. EASEMENTS CROSSING LOTS SHALL BE MAINTAINED AS LAWN AREA.
11. ALL SANITARY SEWER EASEMENTS AS SHOWN HEREON SHALL BE DEDICATED TO UPPER GWYNEDD TOWNSHIP. IN ADDITION TO THE DELINEATED EASEMENTS, A BLANK EASEMENT SHALL BE PROVIDED OVER THE PROPOSED ROAD RIGHTS-OF-WAY FOR ACCESS AND MAINTENANCE OF THE SANITARY SEWER FACILITIES. ALL STRUCTURES WITHIN THE PROPOSED ROAD RIGHT-OF-WAY SHALL BE MAINTAINED BY UPPER GWYNEDD TOWNSHIP.
12. PRIOR TO OR SIMULTANEOUSLY WITH THE RECORDING OF THESE PLANS, AN EASEMENT OVER THE PROPOSED ROAD RIGHT-OF-WAY SHALL BE RECORDED TO PERMIT ACCESS, INSPECTION AND MAINTENANCE OF THE WATER FACILITIES, BY NORTH WALES WATER AUTHORITY.
13. A LAMP POSTS WILL BE PROVIDED AT EACH HOME BETWEEN THE FRONT DOOR AND THE DRIVEWAY, OR WHEREVER ELSE DESIGNATED BY THE BOARD PER TWP CODE 168-480 & 168-31.
14. A STREET LIGHT SHALL BE PROVIDED AT THE INTERSECTION OF ROAD 'A' & MORRIS ROAD. FINAL LOCATION SHALL BE DETERMINED BY THE UPPER GWYNEDD TOWNSHIP ADMINISTRATION.
15. FIRE HYDRANTS SHALL BE PLACED THROUGHOUT THE DEVELOPMENT AS PER THE FIRE MARSHALL.
16. SUMP PUMPS SHALL NOT DISCHARGE ONTO DRIVEWAYS, SIDEWALKS OR STREETS.
17. NO PARKING IS PERMITTED ALONG THE PROPOSED ROAD EXCEPT IN DESIGNATED PARKING AREAS.
18. ALL LOTS WITH FRONTOAGE ALONG MORRIS ROAD SHALL TAKE ACCESS FROM INTERNAL STREETS ONLY.

#### LEGEND

— · —	FLOOD PLAIN
— — —	EASEMENT
— — —	TRACT BOUNDARY
— — —	EXIST. RIGHT-OF-WAY
— — —	ADJOINING PROPERTY LINE
— — —	EXIST. EDGE OF ROAD
— — —	EXIST. DRIVES
— — —	EXIST. CENTERLINE
□	EXIST. CONC. MONUMENT
○	EXIST. IRON PIN
— — —	PROP. EASEMENT
— — —	PROP. EDGE OF ROAD
— — —	PROP. CENTERLINE
— — —	PROP. RIGHT-OF-WAY
— — —	PROP. LOT LINES
— — —	PROP. BUILDING SETBACK LINE
— — —	PROP. BUFFER LINE
— — —	PROP. CURBING
* — — —	STREET LIGHT (SEE DETAIL SHEET)



#### DECLARATION PLAT NOTES

##### GWYNEDD CHASE, A PLANNED COMMUNITY DECLARATION PLAT NOTES

1. THE NAME OF THE PLANNED COMMUNITY FOR WHICH THIS DECLARATION PLAT HAS BEEN CREATED IS GWYNEDD CHASE, A PLANNED COMMUNITY ("THE COMMUNITY"). THE LOCATION AND DIMENSIONS OF THE LAND INCLUDED WITHIN THE COMMUNITY ARE SHOWN ON THIS DECLARATION PLAT.
2. ALL IMPROVEMENTS SHOWN ON THIS DECLARATION PLAT AND THE FINAL RECORD PLANS (AS DEFINED IN THE DECLARATION OF GWYNEDD, A PLANNED COMMUNITY), **MUST BE BUILT**.
3. THE COMMUNITY SHALL CONSIST OF SIX (6) DETACHED DWELLING UNITS AND SIXTEEN (16) TOWNHOUSE UNITS.

#### EXHIBIT

tables  
"C"

#### DECLARANT INFORMATION

PPG 937 MORRIS, LLC

#### ENGINEER'S CERTIFICATION

I, JASON T. SMELAND, DO HEREBY CERTIFY THAT THE PLATS AND PLANS AS APPENDED TO THE DECLARATION OF GWYNEDD CHASE, A PLANNED COMMUNITY, CONTAIN ALL INFORMATION AS REQUIRED BY SECTION 5210 OF THE PENNSYLVANIA UNIFORM PLANNED COMMUNITY ACT.



JASON T. SMELAND, P.E.

#### DECLARATION PLAT

FOR  
GWYNEDD CHASE

UPPER GWYNEDD TOWNSHIP  
MONTGOMERY COUNTY  
PENNSYLVANIA

JASON T. SMELAND  
PROFESSIONAL ENGINEER  
PA NO. 059306

40	0	20	40	80	120
GRAPHIC SCALE					
PROJECT MANAGER J.T.S.	DRAWING SCALE 1" = 40'	SHEET NUMBER			
DRAFTED BY B.C.S.	PROJECT NUMBER 1005	1 OF 1			

TAPE VALLEY  
ENGINEERING

Engineering • Subdivision • Land Development

Montgomery, Pennsylvania 18914  
Fax (267) 308-0524  
Engineering.com