

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF VILLAGE SHIRES COMMUNITY ASSOCIATION, INC.

This amendment is made this 3rd day of August, 1995, by not less than fifty-one per cent (51%) of all Owners of homes in the entire Village Shires community.

BACKGROUND

- A. Village Shires is a planned unit development comprising approximately 319 acres in Northampton Township, Bucks County, Pennsylvania, (more particularly described in Exhibit "A" attached hereto) which is made up of townhomes, single family detached residences and condominiums, which were developed in sections from 1977 through 1986 (the "Property").
- B. As part of the overall plan of the development of the property, common areas are owned and maintained by the Village Shires Community Association, a non-profit corporation.
- C. The various sections of Village Shires were made part of the Village Shires Community Association by a Declaration of Covenants, Conditions and Restrictions ("Declaration") and Supplemental Declaration which were recorded as to each section. The Declaration and Supplemental Declaration provide that all of the unit owners in the Village Shires development are part of a single homeowner association known as The Village Shires Community Association, effective upon the recording of the Declaration and Supplemental Declaration as to each section.
- D. Village Shires, a Pennsylvania partnership, recorded the Declaration of Covenants, Conditions and Restrictions and Supplemental Declaration as each section was completed. Specifically, the Declaration and Supplemental Declaration were recorded as to "Heather Valley I", "A Country Place", "Natura/Mill Pond", "Signal Hill", "Beacon Hill", "Hamlet", "Heather Valley II", "Heritage Place", "Tamerlane", "Old Jordan Woods", "Canterbury Croft", "Bridleridge" and "Heather Valley III" in the Office of the Recorder of Deeds of Bucks County in the deed books and as of the dates set forth in Exhibit "B".
- E. Article VI, Section 3 of the Declaration and Supplemental Declaration requires the execution of an instrument by not less than fifty-one per cent (51%) of all Owners of homes in the Village Shires community in order to amend the Declaration and Supplemental Declaration, and that such Amendment shall be recorded in the Office for the Recording of Deeds or its successor. There are 1,593 homes in Village Shires. Therefore, 813 votes are needed to amend the Declaration pursuant to Article IV, Section 3.
- F. Nine hundred and fifteen (915) owners have voted to approve this Amendment by affixing their signatures to this Amendment to the Declaration as required by Article IV, Section 3, which approvals were obtained between March 28, 1995 and July 10, 1995.
- G. Not less than fifty-one per cent (51%) of all Owners in the Village Shires community has approved this amendment extending the Declaration and Supplemental Declaration for ten (10)

ALL THOSE CERTAIN pieces or parcels of ground situate in Northampton Township, Bucks County, Pennsylvania, and described as follows, to wit:

BEGINNING at a point a corner formed by the intersection of the centerline of Middle Holland Road (33.00 feet wide) with the centerline of Old Jordan Road (33.00 feet wide); thence from the said point of beginning and along the centerline of Middle Holland Road N 87° 14' 30" E 1517.15 feet to a point a corner; thence continuing along the centerline of said road N 87° 04' 15" E 513.06 feet to a point a corner formed by the intersection of the centerline of Middle Holland Road with the centerline of St. Leonard's Road (33.00 feet wide); thence still along the centerline of Middle Holland Road N 87° 31' 50" E 856.69 feet a point a corner; thence continuing along the said centerline N 87° 02' E 1543.97 feet to a point a corner in the centerline of Buck Road (40.00 feet wide) thence along the centerline of Buck Road N 38° 49' 30" E 34.50 feet to a point a corner formed by the intersection of centerline of Buck Road with the centerline of Stony Ford Road (33.00 feet wide); thence continuing along the centerline of Buck Road N 40° 41' 40" E 1509.75 feet to a point a corner in the southwesterly side of the Neshaminy Creek; thence along the southwesterly side of the Neshaminy Creek, crossing lands of the Reading Railroad Company in southeasterly direction for the distance of 4165.00 feet to a point a corner; thence along other lands of Verree Welsh Homes, Inc. S 89° 01' 58" W 982.88 feet to a point a corner; thence continuing along said lands S 84° 36' 30" W 1075.00 feet to a point a corner in the centerline of Stony Ford Road; thence along the centerline thereof N 15° 23' 30" W 395.87 feet to a point a corner on the southerly side of lands of the Reading Railroad thence along the southerly side of said lands by a curve to the right in a southwesterly direction having a radius of 3024.90 feet and for the arc distance of 803.65 feet to a point of tangency; thence continuing along the southerly side of said lands S 67° 44' 10" W 665.92 feet to a point a corner of lands of the Trinity Reformed Church of Philadelphia; thence along said lands and crossing lands of the Reading Railroad Company N 51° 10' 30" W 676.67 feet to a point a corner in the centerline of Buck Road aforesaid; thence along the centerline of Buck Road S 38° 49' 30" 220.38 feet to a point a corner; thence continuing along said centerline S 38° 28' 20" W 658.92 feet to a point a corner of lands of Donald Bertolet thence along said lands the four following courses and distances viz: (1) N. 26° 10' W 533.40 feet to a point a corner; thence (2) N 13° 49' 30" W 577.7 feet to a point a corner; thence (3) N 05° 31' 30" E 230.47 feet to a point a corner thence (4) N 84° 28' 30" W 320.00 feet to a point a corner in the middle of St. Leonard's Road aforesaid; thence along the centerline of St. Leonard's Road S 05° 33' 30" W 285.00 feet to a point a corner, thence continuing along said centerline S 149' 30" E 1066.36 feet to a point a corner; thence partially along the centerline and again crossing lands of the Reading Railroad Company S 52° 38' 30" E 373.00 feet to a point a corner in the centerline of Buck Road aforesaid; thence along the centerline of Buck Road S 38° 45' 30" W 19.80 feet to a point a corner in the southerly side of lands of the Reading Railroad Company; thence along the Southerly side of said lands S 68° 44' 30" W 650.00 feet to a point a corner; thence recrossing lands of the Reading Railroad Company and along lands of Alfred Wright, Pedro Solis and William Solis N 27° 52' 30" W 861.54 feet to a point a corner; thence continuing along lands of William Solis, along lands of Peter Solis and partially along lands of James R. Wheeler, Jr., S 64° 42' 30" W 673.10 feet to a point a corner; thence continuing along lands of James R. Wheeler, Jr., and along lands of Stanley Kozubal S 86° 14' 30" W 1070.40 feet to a point a corner in the centerline of Old Jordan Road aforesaid; thence along the centerline of Old Jordan Road N 05° 42' 30" E 770.50 feet to a point a corner; thence continuing along the centerline of the said road N 05° 48' E 487. 79 feet to a point a corner thence still along the centerline of the said road N 05° 42' 30" E 827.33 feet to the point and place of beginning.

CONTAINING 356.362 acres more or less

EXHIBIT A

EXCEPTING and reserving thereout and therefrom the five following described tracts of land:

Tract #1 - Beginning at a point a corner in the centerline of Stony Ford Road (31.00 feet wide) a corner of lands now or late of William Musselman; thence from the said point of beginning and along the centerline of Stony Ford Road N 32° 09' W 571.89 feet to a point a corner of lands now or late of George Otto; thence along said lands N 86° 08' E 460.18 feet to a point a corner; thence continuing along said lands S 58° 20' E 569.14 feet to a point a corner in the line of lands now or late of William Musselman aforesaid; thence along said lands S 71° 18' W 674.85 feet to the point and place of beginning.

CONTAINING 6.055 Acres.

TRACT #2

BEGINNING at a point a corner of lands of Anne Robinson in the middle of Buck Road (31.00 feet wide) said point being measured in a southwesterly direction 890.42 feet along the middle of Buck Road from the centerline of Middle Holland Road; thence from the said point of beginning and along the middle of Buck Road S 78° 49' 30" W 807.78 feet to a point a corner of lands of Anne Robinson; thence by said lands the (4) following courses and distances viz: (1) N 35° 05" W 276.92 feet to a point a corner; thence (2) N 68° 27' 30" E 48.94 feet to a point a corner, thence (3) N 02° 58' W 353.52 feet to a point a corner; thence (4) N 87° 02' E 641.47 feet to the point and place of beginning.

CONTAINING 5.0113 acres.

TRACT #3

BEGINNING at a point a corner in the centerline of Buck Road (40.00 feet wide) a corner of lands of A.C. Sodano & Son; thence from the said point of beginning and along said lands S 68° 44' 30" W 650.00 feet to a point a corner; thence crossing lands of the Reading Railroad Company N 23° 52' 30" W 60.06 feet to a point a corner in line of lands of now or late Carl T. Keppler; thence along line of said lands in a northeasterly direction the distance of 640.00 feet more or less to a point a corner in the centerline of St. Leonards Road; thence along the centerline of said road and recrossing lands of the Reading Railroad Company S 52° 30" E 88.00 feet more or less to a point a corner in the middle of Buck Road aforesaid; thence along the centerline of said road S 38° 45' 30" E 19.80 feet to point and place of beginning.

CONTAINING 1.00 acre more or less

TRACT #4

BEGINNING at a point a corner of lands of now or late William Musselman in the centerline of Stony Ford Road; thence from the said point of beginning and passing through said lands N 47° 49' 50" E 115.67 feet to a point a corner in line of lands now or late of George Otto; thence passing through said lands in a northeasterly direction for the distance of 1200.00 feet more or less to a point a corner; thence continuing through said land in a southeasterly direction for the distance of 49.00 feet to a point a corner; thence still passing through said lands in a northeasterly direction for the distance of 398.00 feet more or less to a point a corner on the southwesterly side of Nehaminy Creek; thence along the southwesterly side of Nehaminy Creek in a southeasterly direction for the distance of 29.00 feet to a point a corner of lands now or late of George Otto; thence again passing through said lands in a southwesterly direction for the distance of 397.00 feet more or less to a point a corner; thence continuing through said lands in a southeasterly direction for the distance of 49.00 feet to a point a corner; thence still passing through the said lands in a southwesterly direction for the distance of 1190.00 feet more or less to a point a corner in

lands S 46° 08' 20" W 778.58 feet to a point of curve; thence continuing through said lands and crossing the bed of Stony Ford Road and along lands of Hyman Korman, Inc. by a curve to the right in a southwesterly direction having a radius of 30 feet and for the arc distance of 1193.01 feet to a point of tangency; thence along lands of Hyman Korman, Inc. S 68° 44' 10" W 665.92 feet to a point a corner of lands of the Trinity Reformed Church of Philadelphia; thence along said land and crossing lands of the Reading Railroad Company N 51° 10' 30" W 69.21 feet to a point a corner; thence again passing through lands now or late of William Mus N 68° 44' 10" E 700.41 feet to a point of curve; thence continuing through said lands by a curve to the left in a northeasterly direction having a radius of 29 feet and for the arc distance of 810.87 feet to a point a corner in the center of Stony Ford Road aforesaid; thence along the centerline of Stony Ford Road N 23° 30' W 13.00 feet to the point and place of beginning.

CONTAINING 5.685 acres more or less

## TRACT #5

BEGINNING AT an interior point a corner of lands of which this was a part in line of lands now or late of Carl T. Keppler, said point being measured the three following courses and distance from a point a corner formed by the intersection of the centerline of Middle Holland Road (33.00 feet wide) with the centerline of St. Leonard's Road (33.00 feet wide) viz: (1) along the centerline of St. Leonard's Road S 05° 30' 30" W 1,116.05 feet to a point a corner; thence (2) continuing along the said centerline S 13° 49' 30" E 316.25 feet to a point a corner of lands now or late Carl T. Keppler; thence (3) along said lands S 87° 14' 30" W 364.10 feet thence from said point of beginning and along lands now or late of Carl T. Keppler S 87° 14' 30" W 660.00 feet to a point a corner thence continuing along said lands N 02° 45' 30" W 112.80 feet to a point a corner; thence passing through lands of which this was a part the three following courses and distances viz: (1) N 02° 40" E 179.82 feet to a point a corner; thence (2) N 87° 14' 30" E 645.13 feet to a point a corner; thence (3) S 02° 45' 30" E 290.00 feet to the point and place of beginning.

CONTAINING 4.3635 Acres

Together with the right of ingress and egress over the existing private driveway leading to St. Leonards Road until such time as an adequate alternative method of access is provided by the buyer. FURTHER EXCEPTING AND RESERVING therefrom and therefrom all that land lying within the proposed rights of way of Buck Road, Middle Holland Road, Stony Ford Road, St. Leonards Road and Old Jordan Road leaving a total net area of 319.267 acres of land.

**EXHIBIT "B"**

Deed Book: 2241 Page: 337  
Declaration of Covenants, Conditions and Restrictions  
Lots 3400 to 3504, inclusive  
Lots 1200 to 1250, inclusive  
Recorded: June 9, 1977

Deed Book: 2242 Page: 151  
Supplementary Declaration of Covenants, Conditions and Restrictions  
Lots 3400 to 3504, inclusive  
Recorded: June 16, 1977

Deed Book: 2247 Page 1  
Declaration of Covenants, Conditions and Restrictions (Amendment)  
Lots 3400 to 3504, inclusive  
Recorded: July 18, 1977

Deed Book: 2267 Page: 562  
Declaration of Covenants, Conditions and Restrictions  
Lots 3175 through 3248, inclusive  
Recorded: December 9, 1977

Deed Book: 2268 Page: 837  
Supplementary declaration of Covenants, Conditions and Restrictions  
Lots 3175 through 3248, inclusive  
Recorded: December 15, 1977

Deed Book: 2288 Page: 1160  
Declaration of Covenants, Conditions and Restrictions  
Lots 3100 through 3174, inclusive  
Lots 3249 through 3295, inclusive  
Recorded: June 15, 1978

Deed Book: 2289 Page: 1086  
Supplementary Declaration of Covenants, Conditions and Restrictions  
Lots 3100 through 3174, inclusive  
Lots 3249 through 3295, inclusive  
Recorded: June 21, 1978

Deed Book: 2307 Page: 168  
Declaration of Covenants, Conditions and Restrictions  
Lots 1300 through 1329, inclusive  
Recorded: October 13, 1978

Deed Book: 2322 Page: 459  
Declaration of Covenants, Conditions and Restrictions  
Lots 2100 through 2194, inclusive  
Recorded: February 1, 1979

Deed Book: 2323 Page: 141  
Supplementary Declaration of Covenants, Conditions and Restrictions  
Lots 2100 through 2194, inclusive  
Recorded: February 5, 1979

Deed Book: 2363 Page: 1141  
Declaration of Covenants, Conditions and Restrictions  
Lots 1330 through 1384, inclusive  
Recorded: November 19, 1979

Deed Book: 2601 Page: 176  
Declaration of Covenants, Conditions and Restrictions  
Lots 1 through 49, inclusive  
Recorded: March 5, 1985

Deed Book: 2601 Page: 193  
Supplementary Declaration of Covenants, Conditions and Restrictions  
Lots 1 through 49, inclusive  
Recorded: March 5, 1985

Deed Book: 2601 Page: 992  
Supplementary Declaration of Covenants, Conditions and Restrictions  
"Signal Hill"  
Recorded: March 5, 1985

Deed Book: 2601 Page 1007  
Declaration of Covenants, Conditions and Restrictions  
"Signal Hill"  
Recorded: March 5, 1985

Deed Book: 2690 Page: 581  
Declaration of Covenants, Conditions and Restrictions  
County Parcel Number 31-35-13-1 (part) 15.729 acres  
Recorded: August 7, 1986

Deed Book: 2690 Page: 733  
Supplementary Declaration of Covenants, Conditions and Restrictions  
County Parcel Number 31-35-13-1 (part) 15.729 acres  
Recorded: August 7, 1986

**EXHIBIT "C"**

**TAX MAP PARCELS SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF VILLAGE SHIRES COMMUNITY ASSOCIATION, INC.**

**VILLAGE SHIRES SINGLE HOMES:** 185 Units

T.M.P.#31-81-1--8; 31-36-68--101, 145--193; 31-37-87--105; 31-65-307--441; 31-74-1--14.

**VILLAGE SHIRES TOWNHOMES:** 393 Units

T.M.P.#31-65-19--306; 344--413; 31-74-15--49.

**BRIDLERIDGE TOWNHOMES:** 163 Units

T.M.P.#31-36-196--358.

**SIGNAL HILL CONDOMINIUMS:** 102 Units

T.M.P.#31-82-1-1--24; 79--156.

**BEACON HILL CONDOMINIUMS:** 180 Units

T.M.P.#31-82-2-1-1--12; 2-1--12; 3-1--12; 4-1--12; 5-1--12; 6-1--12; 7-1--12; 8-1--12;  
9-1--12; 10-1--12; 11-1--12; 12-1--12; 13-1--12; 14-1--12; 15-1--12.

**HAMLET CONDOMINIUMS:** 132 Units

T.M.P.#31-81-10-H,I; 11-J,K; 12-H,I; 13-A,B; 14-C; 15-A,B; 16-A,B; 17-C,D; 18-A,B;  
19-H,I; 20-J,K; 21-H,I; 22-H,I; 23-J,K; 24-J,K; 25-H,I; 26-H,I; 27-J,K; 28-J,K; 29-H,I;  
30-H,I; 31-J,K; 32-J,K; 33-H,I; 34-A,B; 35-C,D; 36-C,D; 37-A,B; T.M.P.#31-36-113-I;  
114-J,K; 115-H,I; 116-J,K; 117-H,I; 118-H,I; 119-J,K; 120-H,I; 121-H,I; 122-J,K; 123-H,I;  
124-H,I; 125-H,I; 126-H,I; 127-H,I; 128-H,I; 129-J,K; 130-H,I; 131-H,I; 132-J,K; 133-H,I;  
134-H,I; 135-H,I; 102-A,B; 103-A,B; 104-H,I; 105-J,K; 106-H,I; 107-H,I; 108-H,I; 109-H,I;  
110-J,K; 111-J,K; 112-H,I; 113-H; T.M.P.#31-81-38-A,B; 39-C,D; 40-A,B; 41-H,I.

**TAMERLANE CONDOMINIUMS:** 276 Units

T.M.P.#31-36-195-1-1--12; 2-1--12; 3-1--12; 4-1--12; 5-1--12; 6-1--12; 7-1--12; 8-1--12;  
9-1--12; 10-1--12; 11-1--12; 12-1--12; 13-1--12; 14-1--12; 15-1--12; 16-1--12; 17-1--12;  
18-1--12; 19-1--12; 20-1--12; 21-1--12; 22-1--12; 23-1--12.

**HERITAGE PLACE CONDOMINIUMS:** 52 Units

T.M.P.#31-82-3-1--12; 2-1--12; 3-1--12; 4-1--8; 5-1--8.

**CANTERBURY CROFT CONDOMINIUMS:** 74 Units

T.M.P.#31-36-360-1-1--4; 2--5-8; 3-9--12; 4-13--16; 5-17--20; 6--21--24; 7-25--28;  
8-29--32; 9-33--36; 10-37--40; 11-41--44; 12-45--48; 13-49--52; 14-53--56; 15-57--58;  
16-59--62; 17-63--66; 18-67--70; 19-71--74.

**OLD JORDAN WOODS:** 36 Units

T.M.P.#31-36-361-1-1--12; 2-1--12; 3-1--12.

FRANKFORD ABSTRACT COMPANY

MASTER

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth, by VILLAGE SHIRES, a Pennsylvania partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Northampton Township, Bucks County, Pennsylvania, which is more particularly described on Exhibit "A" which is attached hereto, incorporated herein and made a part hereof.

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

ARTICLE I.

DEFINITIONS

Section 1. "Apartment Building" shall mean a building

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containing three (3) or more Dwelling Units to be occupied as a rental building.

Section 2. "Association" shall mean and refer to the Village Shires Community Association, a non-profit corporation, its successors and assigns, and each and every owner shall be a member of the Association and subject to its By-Laws, Rules and Regulations.

Section 3. "Charges" shall mean those levies, assessments or sums payable by the Owners in Village Shires from time to time upon notification by the Association, as provided herein; the obligation to pay such charges are to be deemed to be a covenant running with the land. Each assessment shall be separate and payable by the Owner thereof.

Section 4. "Commercial Area" shall mean that portion of the Plan granted tentative approval by the Supervisors of Northampton Township.

Section 5. "Community Facilities" shall mean the Open Space, retention ponds, private roads, private parking areas and such other facilities as the Association may construct or acquire hereafter.

Section 6. "Community Manager" shall mean one or more persons duly authorized by the Board of Directors of the Association to act as its duly authorized representative for its specific purposes.

Section 7. "Condominium Building" shall mean any structure created pursuant to the provisions of the Pennsylvania Unit Property Act of July 3, 1963, P.L. 196.

Section 8. "Declarant" shall mean and refer to Village Shires, a Pennsylvania partnership, its successors and assigns.

Section 9. "Dwelling Unit" shall mean a structure designed, sold and occupied exclusively as a residence and located in Village Shires subject to its By-Laws. For the purpose of this document, each separate Dwelling Unit or Living Unit contained therein shall constitute a separate lot and be subject to all of the rights, privileges and duties as if each was separately owned, irrespective of whether this is so in fact or not.

Section 10. "Limited Community Facilities" shall mean that area contiguous to the Single-Family Attached Dwellings as shown on the As Built Plans to be recorded, which area shall be for the exclusive use of the Owners of the Dwelling Units and the lots contiguous thereto, Limited Community Facilities do not include the sidewalks which may be constructed in this area.

Section 11. "Living Unit" shall mean and refer to any portion of Condominium Building intended for the use and occupancy as a Dwelling Unit.

Section 12. "Lot" shall mean and refer to any plot of land shown upon any recorded map or plat of Village Shires, with the exception of the Community Facilities and Open Space, Apartment Building or Commercial Area. No lot shall be severed from the rights, duties, burdens, servitudes or benefits herein contained.

Section 13. "Majority of Members" shall mean more than fifty (50%) percent of the membership of the Association entitled to vote at any annual or special meeting of the Association.

Section 14. "Member" shall mean the owner or Co-Owners of a Dwelling Unit or Living Unit contained therein Village Shires.

Section 15. "Open Space" shall mean that space which is unoccupied by buildings, unobstructed to the sky, not devoted to driveways, off-street parking, loading, or rights-of-way, public or private, or streets, and which is devoted to landscaping, recreation, gardens or other like uses. However, for purposes of transfer of Open Space to the Association by the Declarant, it shall include public driveways, off-street parking, loading, or rights-of-way and private streets.

Section 16. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any lot or lots which is part of Village Shires, but excluding those having such interest merely as security for

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the performance of an obligation. "Owner" shall not be construed to be the owner of the Open Space and Community Facilities, the Apartment Building or Commercial Area. Ownership of more than one lot shall subject the Owner to multiple rights, privileges, liabilities and duties with respect to each lot as of each lot was or is separately owned.

Section 17. "Plan" shall mean the map or plat of Village Shires granted tentative approval by the Supervisors of Northampton Township, consisting of all the sectional plans.

Section 18. "Sectional Plan" shall mean a map or plat of a part of Village Shires given final approval by the Supervisors of Northampton Township.

Section 19. "Single-Family Attached Dwellings" shall mean a building designed and occupied exclusively as a residence for one family and one of a group of two or more attached dwellings, placed side-by-side, separated by party walls, and each having separate front and rear or side and rear or front and side entrances from the outside (including corner or end dwellings in a group or cluster).

Section 20. "Single-Family Detached Dwellings" shall mean a building designed and occupied exclusively as a residence for one family not attached to any other building on a separate lot.

Section 21. "Village Shires" shall mean and refer to that real property described in Exhibit "a" attached hereto.

and incorporated herein, and such additions as may hereafter be made subject hereto.

## ARTICLE II

### PROPERTY RIGHTS AND DUTIES AS TO THE COMMUNITY

#### FACILITIES AND COMMON OPEN SPACE

Section 1. Owner's Easement of Enjoyment: Every Owner shall have the right of ingress and egress over the private roads and right of enjoyment in and to the Open Space and Community Facilities which shall be appurtenant to each lot and shall pass with title to every lot, subject, nevertheless, to the following provisions:

(a) The right of the Association to make reasonable charges and assessments for the use of any or all of the Community Facilities or Open Space.

(b) The right of the Association to suspend the voting rights and the right to use of the Community Facilities or Open Space or both by an Owner for the failure to pay in full any assessment within thirty (30) days of the due date or for the infraction of any of the rules and regulations after being so determined by the Board of Directors of the Association.

(c) The right of the Association to declare or transfer all or any part of the Open Space or Community Facilities to any public agency, authority, or utility for such

purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been executed.

(d) The right of the Association to limit or prescribe the number of kinds of guests of members or to make a charge for use by guests of members.

(e) The right of the Association to establish rules and regulations governing the use of the Community Facilities and Open Space.

(f) The Declarant shall have the free right and privilege at all times hereafter, without let or hindrance, to go upon any and all of the lands conveyed or developed; to construct, reconstruct, repair, renovate or to correct work to be done by themselves, their agents, servants, workmen or contractors.

(g) Subject to a perpetual easement for the present and future installation and maintenance of electric service, master and/or cable TV service, telephone service, water (storm water and sanitary sewer), gas and drainage facilities and the necessary appurtenances to the same which easement shall run in favor of the Declarant and the entity or entities owning or operating such facilities.

(h) Subject to a specific easement in favor of the Declarant, its agents, servants, licensees, invitees, successors and assigns for the purposes incidental to the operation by the Declarant, its successors and assigns, in the process of construction; provided, however, that such easement shall not be for a period of more than three (3) years after conveyance of Community Facilities and Open Space to the Association, or the sale of the last residential lot within the aforesaid real property, whichever is later.

Section 2. Waiver of Use: No member may exempt himself from liability for his charges and assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Community Facilities, by abandonment of his lot, or by any conveyance or covenant severing the rights and benefits from the lot. Said charge, lien or assessment shall, in addition to being a covenant running with the land, be a personal obligation of the Owner.

Section 3. The recording of the Sectional Plan or the approval of the Plan shall not be deemed to be an express or implied offer to dedicate or make available to any public or private entity any rights, including, but not limited to, any rights in, to, or over any road, walkway, parking area, open space or community facility, except as may be specifically granted in writing by the Declarant. The Sectional Plan was

recorded solely for the purpose of compliance with the Act of July 31, 1968, P.L. 805, Art. I, §101 et seq., as amended, the Pennsylvania Municipalities Planning Code, 53 P.S. 10101 et seq., and all other rights are reserved by the Declarant.

Section 4. Limited Community Facilities: Every owner of a lot or dwelling which is contiguous to the area shown on the As Built Plans to be recorded as Limited Community Facilities shall have the exclusive use of this area with the right of ingress, egress and regress over the said area which shall be appurtenant to each lot and shall pass with title to every lot, subject, nevertheless, to the following provisions:

(a) The right of the Association to make reasonable charges and assessments for the use of any or all of the Limited Community Facilities.

(b) The right of the Association to declare a transfer of any part of the Limited Community Facilities to any public agency, authority, utility, or the municipality.

(c) The right of the Association to establish rules and regulations governing the use of the Limited Community Facilities.

(d) The Declarant shall have the free right and privilege at all times hereafter without let or hindrance to go upon any and all of the lands conveyed or developed; to construct, reconstruct, repair, renovate or to correct work



to be done by themselves, their agents, servants, workmen or contractors.

(e) Subject to a perpetual easement for the present and future installation and maintenance of electric service, master and/or cable TV service, telephone service, water (storm water and sanitary sewer), gas and drainage facilities and the necessary appurtenances to the same which easement shall run in favor of the Declarant and the entity or entities owning or operating such facilities.

(f) Subject to a specific easement in favor of the Declarant, its agents, servants and licensees, invitees, successors and assigns for the purposes incidental to the operation by the Declarant, its successors and assigns, in the process of construction; provided, however, that such easement shall not be for a period of more than three (3) years after conveyance of Community Facilities and Open Space to the Association, or the sale of the last residential lot within the aforesaid real property, whichever is later.

(g) The owner of each lot and dwelling area contiguous to the Limited Community Facilities shall maintain the area in a manner satisfactory to the Association and in the event that the same shall not be so maintained, the Association may maintain the area after giving the owner thirty (30) days' written notice to cure any maintenance problems and in the event the said owner fails to provide the necessary

maintenance, the Association shall assess the owner for the cost of the maintenance of this area.

ARTICLE III.

COVENANT FOR MAINTENANCE CHARGES

Section 1. Creation of the Lien and Personal Obligation of Charges and Assessments: Each Owner of any lot or living unit within a Condominium Building, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association (1) general charges or assessments, (2) cluster charges or assessments and (3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The general cluster and special charges and assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon the lot or living unit against which each such charge and assessment were made. These charges and assessments, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such lot or living unit at the time when the charge and assessment fell due. No such charge, assessment or lien shall be made against the Declarant.

Section 2. Effect of Non-Payment of Charges and Assessments; remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear

interest from the due date at the then maximum legal rate of interest. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property or both, or it may seek and obtain any other remedy provided at law or in equity.

Section 3. Subordination of the Lien to Mortgagee:

If a mortgagee of a first mortgage of record or other purchaser of a lot acquires title to such lot as a result of a foreclosure of a first mortgage, or a purchase money mortgage, or if it takes a deed in lieu of foreclosure, such acquirer of title, his, her, their, its heirs, administrators, executors, successors and assigns, shall not be liable for the charges and assessments by the Association pertaining to such dwelling unit or chargeable to the former owner which became due prior to acquisition of title as a result of the foreclosure.

Section 4. General Charge: General charges shall be used exclusively to promote the recreation, health, safety and welfare of the members of the Association, the improvement, operation and maintenance of the Community Facilities and Open Space, the costs incurred in the performance of the duties and exercise of the powers of the Association created herein and under the By-Laws of the Association.

Section 5. Special Assessments: The Board of Directors of the Association may levy, in addition to Section 4, Special Assessments for the cost of any construction, reconstruction,

or unexpected repair or replacement of a capital improvement to the Community Facilities or Open Space, including the necessary fixtures and personal property related thereto; provided that any such assessment shall be approved by vote of sixty-six and two-thirds (66-2/3%) percent of the members present either in person or by proxy and entitled to vote at a meeting of the members of the Association called for such purpose.

Section 6. Cluster Charges: The Board of Directors of the Association shall assess Cluster Charges to individual areas made subject to supplementary declaration to provide services which are exclusively for that Cluster, which may include:

(a) Improvement and maintenance of Association property used principally by the residents of the Cluster; and

(b) Purchasing group services, including, but not limited to, trash collection, street maintenance, snow removal and lawn care.

#### ARTICLE IV.

##### ARCHITECTURAL CONTROL AS TO OWNERS' LOT OR LOTS

No Building, fence, wall or other structure shall be commenced, erected or maintained upon the Owner's lot, nor shall any exterior addition to or change (including change of external color scheme) or alteration be made until the plans and

specifications showing the nature, kind, shape, height, materials, exterior colors and location of same shall have been submitted to, and approved, without conditions, in writing, as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee empowered by the Board of Directors to so act. In the event said Board, or its committee, fails to act upon such application within forty-five (45) days after said plans and specifications have been submitted to it, approval will be deemed to have been granted without conditions.

ARTICLE V.

USE RESTRICTIONS AS TO ALL OF THE LANDS

IN VILLAGE SHIRES

Section 1. In addition to all of the covenants contained herein, the use of the Community Facilities, Open space and each lot in Village Shires are subject to the following:

(a) No Owner or any other person, firm or corporation shall build or cause to be built any addition or structure, or any other manner or thing which alters the height of the structure, the area covered by the structure, or the use or exterior color scheme thereof, without first having the consent of the Architectural Control Committee in writing.

(b) No Owner or lawful occupier shall erect or maintain an antenna on any lot or building erected thereon.

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

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

(e) No Owner or lawful occupier shall leave any non-operating vehicle or vehicle not licensed to be operated on or about the property of either the Owner or the Association.

(f) In the event of taking in condemnation of the Open Space and Community Facilities or any portion thereof,

the award for such taking shall be payable to the Association. After such determination, each Owner shall be entitled to a share of the damages in proportion to his interest in the condemned property. In no event shall the Owner of the condemned property have a priority over any institutional holder of a first mortgage lien or equivalent security interest with respect to the distribution made of the proceeds from any award or settlement in condemnation.

(g) No Owner shall be permitted to lease his Dwelling Unit unless the lease be in writing and approved by the Association. All leases shall provide that the lessee shall be subject in all respects to the provisions of the By-Laws of the Association and that any failure by the Lessee to comply with the terms of the By-Laws of the Association shall be a default under the lease.

(h) No motor vehicle, including, but not limited to, mini-bikes, snowmobiles and motorcycles, may be driven on the Open Space lands by any Owner or guest.

(i) No above-ground swimming pools may be erected on any lot.

Section 2. The rights and duties of the Owners of lots within Village Shires with respect to sanitary sewer, storm sewer, water, electricity, telephone lines and facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, or telephone lines are installed within Village Shires, which connections or any portion thereof lie in or upon lots owned by the Owner of a lot served by said connections, the Association shall have the right, and is hereby granted an easement to the full extent necessary therefore, to enter upon the lot or lots or to have the utility companies or authorities enter upon the lot or lots within Village Shires in or upon which said connections, or any portion thereof, lie, to repair, replace and generally maintain said connection as and when they may deem the same necessary. The Owner shall be responsible for restoring the surface of the easement area to the condition to which it existed prior to such use to the extent that the utility company or authority is not so responsible or has not done so.

(b) Wherever sanitary sewer house connections and/or water house connections, or electricity or telephone lines are installed within Village Shires, which connections serve more than one lot, the Owner of each lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

(c) In the event of a dispute between Owners with respect to repair or rebuilding of said connections, or with respect to the sharing of the costs thereof, then, upon written request of any one of such owners, addressed to the

D2560-426



Association, the matter shall be submitted to the Board of Directors, who shall decide the dispute, and the decision of the Board shall be final, conclusive and binding on all parties.

ARTICLE VI.

GENERAL PROVISIONS

Section 1. Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of such right or rights.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions, which shall remain in full force and effect.

Section 3. Duration and Amendment: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years by a vote of not less than fifty-one (51%) percent of the Owners, evidence of which shall be recorded. This Declaration may be amended by an instrument signed by not less than fifty-one (51%)

percent of the Owners, Such amendments or extensions shall be recorded in the Office for the Recording of Deeds or its successor. The Declarant may amend this document by recording such amendment or amendments within three (3) years from the date hereof.

Section 4. Postponement of Lien, Charge and Assessment and Estoppel Letters in Aid of Financing for Owners of Lots:

Either the Declarant or the Association may and shall have the authority to execute, acknowledge and deliver by itself, or by any responsible officer, a document or documents evidencing the postponement of any lien, charge or assessment and to issue or cause to be issued a document or documents evidencing the present and contemplated liens, charges or assessments (the latter commonly called an "estoppel letter") to any bona fide lender or any instrumentality of any government acting as lender or guarantor, or to do any related or necessary act in order to permit the aforesaid lender or guarantors or both to have valid and binding assurance of a prior secured position to the Association as to any lien, charge or assessment, the purpose of the same to be to aid in mortgage financing of the lot by the Owner. The rights of the Association shall not be discharged, however, upon any subsequent sale or gainful use of the lot by any Owner, and it shall cause the recommencement of the running of such liens, charges or assessments.

IN WITNESS WHEREOF, Declarant sets its hand and seal

this 8<sup>th</sup> day of June A.D. 1984

VILLAGE SHIRES, A Partnership

Trevose Service Corporation, a partner

By [Signature]

Attest [Signature]



[Signature]  
Chris G. Gigliotti, a partner

[Signature]  
Witness

SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth, by VILLAGE SHIRES, a Pennsylvania partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Northampton Township, Bucks County, Pennsylvania, which is more particularly described in Exhibit "A" which is attached hereto, incorporated herein and made a part hereof, and

WHEREAS, Declarant has subjected portions of the property described in Exhibit "A" to the provisions of the Declaration of Covenants, Conditions and Restrictions applicable to lands in the planned unit development known as "Village Shires", which shall be recorded against the lands described in Exhibit "B" contemporaneously with the recordation of this Supplementary Declaration.

NOW, THEREFORE, Declarant hereby declares that all the property of the Sectional Plan described in Exhibit "B", and to be more particularly described as "Hamlet" (the "Cluster") shall be held, sold and conveyed subject to the following easements, restrictions and covenants set forth in the Declaration and subject to Covenants, Restrictions, Easements, of this Supplementary Declaration of Covenants, Conditions and Restrictions (the "Supplementary Declaration"), and all of which shall be construed to run with the property of the Sectional Plan described in Exhibit "B" which may include:

D2560-430

(a) Improvement and maintenance of association property used principally by the residents of the Cluster; and

(b) Purchasing group services, including but not limited to lawn maintenance for the Lots within the Cluster.

Section 2. Method of Assessment. The Cluster Assessments shall be levied by the Association against the Lots in the Cluster, and collected and disbursed by the Association. In addition to the Cluster Assessment levied by the Association against each Lot in the Cluster, each Lot shall be assessed two (2) basic Association general assessments for each Lot and shall be subject to two (2) times any special or other assessment levied by the Association against all Lots or Units in Village Shires. By a vote of a simple majority of the Directors, the Board of Directors of the Association shall fix the base annual Cluster Assessments and date(s) such assessments become due and shall advise the Owners as to the assessments.

#### ARTICLE IV

##### RIGHTS IN ASSOCIATION AND TO COMMUNITY FACILITIES

Section 1. Rights in Association and to Community Facilities. Each Lot in the Cluster shall have associated with it only one (1) membership and one (1) vote in the Association, provided however, that the lawful occupants of both Dwelling Units on a Lot, all of whom shall abide

D2560-431

Exhibit "B" and be binding on all parties having any right, title or interest in the described property or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE I

##### DEFINITIONS

Section 1. Definitions. The definitions of terms used in this Supplementary Declaration shall have the same meaning as such terms used in the Declaration.

#### ARTICLE II

##### APPLICABILITY

Section 1. Applicability. Every Lot shall be held, sold and conveyed subject to all of the covenants, conditions, restrictions, easements, agreements, terms and provisions of the Declaration, which, together with this Supplementary Declaration shall be construed to run with the Lot and be binding on all parties having any right, title or interest in the described properties or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE III

##### CLUSTER ASSESSMENTS

Section 1. Purpose of Assessments. Cluster assessments are to provide services which are exclusively for the Cluster herein described in Exhibit "B" which may include:

D2560-432

Unit subject to the Declaration  
this Supplementary Declaration, the By-Laws, and all  
rules and regulations promulgated pursuant thereto, shall  
the rights of use and enjoyment of the Community  
facilities of Village Shires in common with all members  
of the Association.

ARTICLE V

LEASING OF DWELLING UNITS

Section 1. Leasing of Dwelling Units.

a) No Lot Owner shall be permitted to lease  
this Unit unless such Lot Owner has complied with the relevant  
provisions of the Declaration and this Supplementary Declaration,  
By-Laws and any applicable rules and regulations. All leases  
shall be in writing for a term not to be less than one  
year and approved by the Association. All leases shall  
state that the lessee shall be subject in all respects to  
the provisions of the Declaration, this Supplementary Declaration,  
By-Laws and the rules and regulations of the Association.  
Nothing in this section shall affect the liability of the  
Lot Owner with respect to his obligations under the Declaration,  
this Supplementary Declaration, the By-Laws and any rules and  
regulations. The provisions of this paragraph shall not apply  
to the holder of a first mortgage lien on a Lot who acquires  
the same thereto.

In the event the Lot Owner shall fail to  
pay any charge or assessment levied by the Board of Directors  
against a Lot which is situate a leased unit, and such

failure to pay continues for thirty (30) days, the Board shall so notify the lessee of such unit in writing of the amount(s) due and, within fifteen (15) days after the date of such notice, the lessee shall pay to the Board the amount(s) of such unpaid charges or Assessments, subject however to paragraph (c) of this Section 1. The amounts of such unpaid charges or Assessments paid to the Board by the lessee after the nonpayment by the Lot Owner shall be credited against and shall offset the next monthly rental installment due to the Lot Owner following the payment by the lessee of such charges or Assessments to the Board.

(c) In no event shall the lessee be responsible to the Board for any amount of unpaid charges or Assessments during any one month in excess of one monthly rental installment.

(d) The inclusion of paragraphs (a) and (b) of this Section 1 in a lease or addendum to a lease for the rental of a Unit shall be a condition precedent to the approval of such lease by the Board.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, restrictions, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of such right or rights.



Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provisions, which shall remain in full force and effect.

Section 3. Duration and Amendment. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years by a vote of not less than fifty-one (51%) percent of the Owners, evidence of which shall be recorded. This Supplementary Declaration may be amended by an instrument signed by not less than fifty-one (51%) percent of the Owners. Such amendments or extensions shall be recorded in the Office for the Recording of Deeds or its successor. The Declarant may amend this document by recording such amendment or amendments within three (3) years from the date hereof.

Section 4. Postponement of Lien, Charge and Assessment and Estoppel Letters in Aid of Financing for Owners of Lots. Either the Declarant or the Association may and shall have the authority to execute, acknowledge, and deliver by itself, or by any responsible officer, a document or documents evidencing the postponement of any lien, charge or assessment and to issue or cause to be issued a document or documents evidencing the present and contemplated liens, charges or assessments (the latter commonly called an "estoppel letter") to any bona fide lender or

any instrumentality of any government acting as lender or guarantor, or to do any related or necessary act in order to permit the aforesaid lender or guarantors or both to have valid and binding assurance of a prior secured position to the Association as to any lien, charge or assessment, the purpose of the same to be aid in mortgage financing of the lot by the Owner. The rights of the Association shall not be discharged, however, upon any subsequent sale or gainful use of the lot by any Owner, and it shall cause the recommencement of the running of such liens, charges, or assessments.

IN WITNESS WHEREOF, the Declarant sets its hand and seal this

8<sup>th</sup> day of June

A.D. 1984

VILLAGE SHIRES, A Partnership

Trevose Service Corporation, a partner

BY

ATTEST

Heidi Gregory  
(Witness)

Chris J. Gigliotti, a partner

D2560-436



CONSENT TO THE DECLARATION, AND  
SUPPLEMENTARY DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR HAMLET

TREVOSE FEDERAL SAVINGS, a division of Horizon Financial F.A. does hereby  
consent to the within Declaration and Supplementary Declaration of Covenants,  
Conditions and Restrictions for Hamlet, a Condominium.

TREVOSE FEDERAL SAVINGS, a division  
of Horizon Financial F.A.

By John E. Arnold *John E. Arnold* 6.4  
VICE PRESIDENT

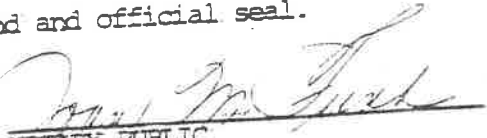
Attest Yates M. Trevisan *Yates M. Trevisan*  
ASS'T SECRETARY  
HORIZON

D2560-438

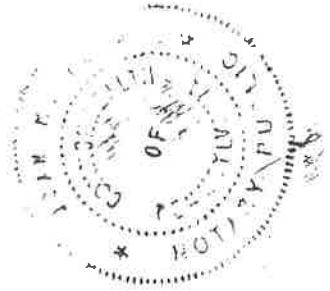
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF BUCKS : SS

On this, the 14<sup>th</sup> day of June A.D., 1984, before me, the undersigned officer, personally appeared John E. Allen, who acknowledged himself to be the Vice President of Travose Federal Savings, a Division of Horizon Financial F.A., a Corporation, and that he as such officer being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by himself as Vice President.

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

  
NOTARY PUBLIC

JOAN M. FUNK, Notary Public  
Upper Southampton Twp., Bucks Co.  
My Commission Expires Oct. 12, 1990



D2560-439

EXHIBIT A

ALL THOSE CERTAIN pieces or parcels of ground situate in Northampton Township, Bucks County, Pennsylvania, and described as follows, to wit:

BEGINNING at a point a corner formed by the intersection of the centerline of Middle Holland Road (33.00 feet wide) with the centerline of Old Jordan Road (33.00 feet wide); thence from the said point of beginning and along the centerline of Middle Holland Road N 87° 14' 30" E 1517.15 feet to a point a corner; thence continuing along the centerline of said road N 87° 04' 15" E 513.06 feet to a point a corner formed by the intersection of the centerline of Middle Holland Road with the centerline of St. Leonard's Road (33.00 feet wide); thence still along the centerline of Middle Holland Road N 87° 31' 50" E 856.69 feet to a point a corner; thence continuing along the said centerline N 87° 02' E 1543.97 feet to a point a corner in the centerline of Buck Road (40.00 feet wide) thence along the centerline of Buck Road N 38° 49' 30" E 34.50 feet to a point a corner formed by the intersection of centerline of Buck Road with the centerline of Stony Ford Road (33.00 feet wide); thence continuing along the centerline of Buck Road N 40° 41' 40" E 1509.75 feet to a point a corner in the southwesterly side of the Neshaminy Creek; thence along the southwesterly side of the Neshaminy Creek, crossing lands of the Reading Railroad Company in southeasterly direction for the distance of 4165.00 feet to a point a corner; thence along other lands of Verree Welsh Homes, Inc. S 89° 01' 58" W 982.88 feet to a point a corner; thence continuing along said lands S 84° 36' 30" W 1075.00 feet to a point a corner in the centerline of Stony Ford Road; thence along the centerline thereof N 15° 23' 30" W 395.87 feet to a point a corner on the southerly side of lands of the Reading Railroad thence along the southerly side of said lands by a curve to the right in a southwesterly direction having a radius of 3024.90 feet and for the arc distance of 803.65 feet to a point of tangency; thence continuing along the southerly side of said lands S 68° 44' 10" W 665.92 feet to a point a corner of lands of the Trinity Reformed Church of Philadelphia; thence along said lands and crossing lands of the Reading Railroad Company N 51° 10' 30" W 676.67 feet to a point a corner in the centerline of Buck Road aforesaid; thence along the centerline of Buck Road S 38° 49' 30" W 220.38 feet to a point a corner; thence continuing along said centerline S 38° 28' 20" W 658.92 feet to a point a corner of lands of Donald Bertolet thence along said lands the four following courses and distances viz: (1) N 26° 10' W 533.40 feet to a point a corner; thence (2) N 13° 49' 30" W 577.71 feet to a point a corner; thence (3) N 05° 31' 30" E 230.47 feet to a point a corner; thence (4) N 84° 28' 30" W 320.00 feet to a point a corner in the middle of St. Leonards Road aforesaid; thence along the centerline of St. Leonards

D2560-440

EXHIBIT A

Road S 05° 31' 30" W 285.00 feet to a point a corner, thence continuing along said centerline S 13° 49' 30" E 1066.36 feet to a point a corner; thence partially along the centerline and again crossing lands of the Reading Railroad Company S 52° 38' 30" E 323.00 feet to a point a corner in the centerline of Buck Road aforesaid; thence along the centerline of Buck Road S 38° 45' 30" W 19.80 feet to a point a corner in the southerly side of lands of the Reading Railroad Company; thence along the southerly side of said lands S 68° 44' 30" W 650.00 feet to a point a corner; thence recrossing lands of the Reading Railroad Company and along lands of Alfred Wright, Pedro Solis and William Solis N 23° 51' 30" W 861.54 feet to a point a corner; thence continuing along lands of William Solis, along lands of Peter Solis and partially along lands of James R. Wheeler Jr. S 64° 42' 30" W 673.10 feet to a point a corner; thence continuing along lands of James R. Wheeler, Jr. and along lands of Stanley Kozubal S 86° 14' 30" W 1070.40 feet to a point a corner; thence continuing along Road aforesaid; thence along the centerline of Old Jordan S 86° 30" E 770.50 feet to a point a corner; thence continuing along the centerline of the said road N 05° 48' E 487.79 feet to a point a corner; thence still along the centerline of the said road N 05° 42' 30" E 827.33 feet to the point and place of beginning.

CONTAINING 356.362 acres more or less.

EXCEPTING and reserving thereout and therefrom the five following described tracts of land:

Tract #1 - Beginning at a point a corner in the centerline of Stony Ford Road (33.00 feet wide) a corner of lands now or late of William Musselman; thence from the said point of beginning and along the centerline of Stony Ford Road N 32° 09' W 571.89 feet to a point a corner of lands now or late of George Otto; thence along said lands N 86° 08' E 460.18 feet to a point a corner; thence continuing along said lands S 58° 20' E 569.14 feet to a point a corner in the line of lands now or late of William Musselman aforesaid; thence along said land S 71° 18' W 674.85 feet to the point and place of beginning.

CONTAINING 6.055 Acres.

D2560-441

EXHIBIT A

Tract #2

BEGINNING at a point a corner of lands of Anne Robinson in the middle of Buck Road (33.00 feet wide) said point being measured in a southwesterly direction 890.42 feet along the middle of Buck Road from the centerline of Middle Holland Road; thence from the said point of beginning and along the middle of Buck Road S 38° 49' 30" W 807.78 feet to a point a corner of lands of Anne Robinson; thence by said lands the (4) following courses and distances viz: (1) N 35° 05' W 276.92 feet to a point a corner; thence (2) N 68° 27' 30" E 48.94 feet to a point a corner; thence (3) N 02° 58' W 353.52 feet to a point a corner; thence (4) N 87° 02' E 641.47 feet to the point and place of beginning.

CONTAINING 5.0113 acres.

Tract #3

BEGINNING at a point a corner in the centerline of Buck Road (40.00 feet wide) a corner of lands of A. C. Sodano & Son; thence from the said point of beginning and along said lands S 68° 44' 30" W 650.00 feet to a point a corner; thence crossing lands of the Reading Railroad Company N 23° 52' 30" W 60.06 feet to a point a corner in line of lands of now or late Carl T. Keppler; thence along line of said lands in a northeasterly direction the distance of 640.00 feet more or less to a point a corner in the centerline of St. Leonards Road; thence along the centerline of said road and recrossing lands of the Reading Railroad Company S 52° 30' E 88.00 feet more or less to a point a corner in the middle of Buck Road aforesaid; thence along the centerline of said road S 38° 45' 30" E 19.80 feet to point and place of beginning.

CONTAINING 1.00 acre more or less.

Tract #4

BEGINNING at a point a corner of lands of now or late William Musselman in the centerline of Stony Ford Road; thence from the said point of beginning and passing through said lands N 47° 49' 50" E 115.67 feet to a point a corner in line of lands now or late of George Otto; thence passing through said lands in a northeasterly direction for the distance of 1200.00 feet more or less to a point a corner; thence continuing through said land in a southeasterly direction for the distance of 49.00 feet to a point a corner; thence still passing through said lands in a northeasterly direction for the distance of 398.00 feet more or less to a point a corner on the southwesterly side of the Neshaminy Creek; thence along the southwesterly side of the Neshaminy Creek in a southeasterly direction for the distance of 29.00 feet to a point a corner of lands now or late George Otto; thence again passing through said lands in a southwesterly direction for the distance of 397.00 feet more or less to a point a corner; thence continuing through said lands in a southeasterly



EXHIBIT A

direction for the distance of 49.00 feet to a point a corner; thence still passing through the said lands in a southwesterly direction for the distance of 1190.00 feet more or less to a point a corner in line of lands now or late of William Musselman; thence passing through said lands S 46° 08' 20" W 778.58 feet to a point of curve; thence continuing through said lands and crossing the bed of Stony Ford Road and along lands of Hyman Korman, Inc. by a curve to the right in a southwesterly direction having a radius of 3624.90 feet and for the arc distance of 1193.01 feet to a point of tangency; thence continuing along lands of Hyman Korman, Inc. S 68° 44' 10" W 665.92 feet to a point a corner of lands of the Trinity Reformed Church of Philadelphia; thence along said lands and crossing lands of the Reading Railroad Company N 51° 10' 30" W 69.21 feet to a point a corner; thence again passing through lands now or late of William Musselman N 58° 44' 10" E 700.41 feet to a point of curve; thence continuing through said lands by a curve to the left in a northeasterly direction having a radius of 2964.90 feet and for the arc distance of 810.87 feet to a point a corner in the centerline of Stony Ford Road aforesaid; thence along the centerline of Stony Ford Road N 15° 23' 30" W 13.00 feet to the point and place of beginning.

CONTAINING 6.685 acres more or less.

Tract 45

BEGINNING at an interior point a corner of lands of which this was a part in line of lands now or late of Carl T. Keppler, said point being measured the three following courses and distances from a point a corner formed by the intersection of the centerline of Middle Holland Rd. (33.00 feet wide) with the centerline of St. Leonard's Road (33.00 feet wide) viz: (1) along the centerline of St. Leonard's Road S 05° 30' 30" W 1,116.05 feet to a point a corner; thence (2) continuing along the said centerline S 13° 49' 30" E 316.25 feet to a point a corner of lands now or late Carl T. Keppler; thence (3) along said lands S 87° 14' 30" W 364.10 feet; thence from said point of beginning and along lands now or late of Carl T. Keppler S 87° 14' 30" W 660.00 feet to a point a corner thence continuing along said lands N 02° 45' 30" W 112.80 feet to a point a corner; thence passing through lands of which this was a part the three following courses and distances viz: (1) N 02° 00' 40" E 179.82 feet to a point a corner; thence (2) N 87° 14' 30" E 645.13 feet to a point a corner; thence (3) S 02° 45' 30" E 290.00 feet to the point and place of beginning.

CONTAINING 4.3635 Acres.

Together with the right of ingress and egress over the existing private driveway leading to St. Leonard's Road until such time as an adequate alternative method of access is provided by the buyer. FURTHER EXCEPTING AND RESERVING thereout and therefrom all that land lying within the proposed rights of way of Buck Road, Middle Holland Road, Stony Ford Road, St. Leonard's Road and Old Jordan Road leaving a total net area of 319.267 acres of land.

D2560-443

EXHIBIT "B"

All those Certain lots or parcels of ground situate in Northampton Township, Bucks County, Pennsylvania as shown on a final plan of Hamlet, prepared by Tri-State Engineers and Surveyors, Inc., dated April 7, 1981 and recorded on September 10, 1981 in Plan Book 209, page 46 consisting of:

Lots 2254-2255  
2251-2252-2253  
2248-2249-2250  
2236-2237

D2560-444