

*Declaration of Covenants and Restrictions
Pertaining to Subdivision known as
Saxony Farms*

COPY

ATTACHMENT "B"

WHEREAS, SAXONY FARMS CO. its successors and assigns declarants is developing **SAXONY FARMS** a residential development more completely described on subdivision plan designated as Final Plan of The Woods at Saxony as prepared by Tri-Sate Engineers and Land Surveyors, Inc. dated the 28th day of December 1977 as revised which subdivision plan was approved by the Board of Supervisors of Newtown Township on the 2nd day of October 1978 and

WHEREAS, Declarant has designated certain areas on the subdivision plan as open space areas, recreational areas and detention basin area for use by the lot owners of the aforesaid subdivision and

WHEREAS the Declarant sets forth herein general covenants and restrictions which shall pertain to all the property contained on aforementioned final plans of "The Woods at Saxony" although it may supplement these Restrictions and Covenants with separate additional provisions relating in each case to specific areas located on the aforementioned final plan so that the provisions herein shall be of general application and the supplemental provisions shall apply to the specific area referred to. These restrictions and Covenants therefore are intended as a master document; and

WHEREAS declarant declares that all the properties are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens sometimes referred to as Restrictions and Covenants hereinafter set forth, which Restrictions and Covenants shall run with the land and shall be binding on all parties having or acquiring any interest in the land bound by, these Restrictions and Covenants.

NOW THEREFORE, declarant states that when it offers for dedication to the township of Newtown the streets and other public facilities in any phase of the development, as a condition of the offer Declarant shall convey the open space area, recreational area and detention basin in such phase to a Homeowners Association which declarant shall cause to be formed to accept the Deed of Dedication to the aforesaid recreational area common open space area, recreation area and detention basins in each phase of the development until Declarant has conveyed 50% of the lots in such phase of the proposed subdivision known as Saxony Farms. Thereafter, the obligation to maintain these facilities shall be assumed by the Homeowners Association which shall have rights to assess its members for the cost of maintenance and Declarant shall have no further obligation for ownership or maintenance of these facilities. Notwithstanding anything to the contrary, Declarant warrants that it will maintain all the open space recreation in detention

basin areas until January 1st, 1981 after which time the provisions of this paragraph shall apply. Conveyance of the aforesaid parcel of ground to the Homeowners Association shall be under and subject to the right of each lot owner to use the premises as hereinafter set forth.

Article I

PROPERTY RIGHTS

Section 1. Every person owning a lot or residing within Saxony Farm shall have the right to use and enjoy the open space areas, recreation areas and detention basins for their own use and enjoyment. The properties conveyed pursuant to this declaration shall not be used for any other purpose and this Covenant shall be deemed to run with the land and said areas shall be forever maintained as open space or for agricultural usage or be used for active or passive recreational purposes or stormwater control.

Section 2. Extent of members easements: the rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the declarant to encumber the open space and detention basin area and recreational facilities by mortgage or other security instrument for the purpose of constructing improvements.
- (b) The right of the association, as provided but in the by-laws to suspend the enjoyment rights of any member for reason set forth therein.
- (c) The right of the association to charge reasonable admission and other fees to people other than members for the use of the facilities, where such fees are the common and ordinary practice.
- (d) The right of the association to admit such other persons to the use of the facilities who are guests of members, subject to the payment of fees.
- (e) The right of the Declarant or the Association to dedicate or transfer any or all of the properties to any public municipality, authority, or the like, subject to approval of the Board of Supervisors from Newtown Township, for such purposes and subject to such conditions as may be provided in the By-Laws.

Article II

RIGHT TO ASSESS AND CREATION OF LIEN

Section 1. Each owner of a lot within Saxony Farms, by acceptance of the deed for such a lot, whether or not it shall be so expressed in such deed, agrees to pay, if necessary, an annual assessment payable bi-annually to the Homeowners Association a sum equal to the said lot's pro-rata share of the annual cost maintenance together with any cost incident to collection, including interest in reasonable attorney's fees. Such assessments shall be a charge upon the

land and shall be a continuing lien upon the property against which the Homeowners Association may enforce by action at law.

Section 2. The lien of assessment provided shall be subordinate to the lien of any mortgage. Sale or transfer of any lot shall not affect the assessment lien.

Section 3. In the event that the Homeowners Association contemplated by this Declaration fails to maintain the open space areas, recreational facilities or detention base matter satisfactory to the Board of Supervisors of Newtown Township, the Township may demand that any deficiency of maintenance be corrected. Should such deficiencies remain, the Township shall then have the right to enter upon these facilities and perform the necessary maintenance, in which event the Township shall have all the rights granted to it from time to time by law to collect the costs of such maintenance.

Article 3 GENERAL PROVISIONS

Section 1. Declarant shall, prior to the conveyance of the aforesaid parcels of ground, cause a Homeowners Association to be formed under the terms of which every lot owner in Saxony Farms shall be a member. Membership in the association may not be separated from ownership of any lot.

Section 2. After occupancy up 75% of the lots in each phase of the development, Declarant or its successors and assigns will be relieved of obligation to maintain the recreational facilities, open space area and detention basin in such phase at which time this function shall be assumed by the owners of lots through a Homeowners Association to be formed by the declaratory subject to the terms of Article II, Section 1.

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Section 3. Declarant reserves unto itself its successors and assigns, a perpetual undoable and releasable easement and right on over and under the ground to erect, maintain and use electric wires, cables, conduits, sewers, water mains, and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sanitary sewer, storm sewer, drainage, water or other public conveniences or utilities on, in or over Those portions of each lot and the open space, detention basins, and recreation areas as may be reasonably required for utility purposes.

These easements and rights expressly include the right to cut any trees, bushes or shrubbery make any gradings of the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. It further reserves the right to locate wells, pumping stations, and tanks within areas on any walkway, or any residential lot designated for such use on the applicable

plot of residential subdivision. Such rights may be exercised by any licensee of the Declarant but this reservation shall not be considered an obligation of the Declarant to provide or maintain any set utility or service.

In addition, various utility easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in drainage easements, or which may obstruct or retard the flow of water through drainage channels in the easement. The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the land, except for those improvements which a public authority or utility company is responsible.

Section 4. Declarant shall cause a nonprofit corporation to be formed pursuant to the laws of the Commonwealth of Pennsylvania said corporation shall be responsible for continuing the responsibilities and exercising the rights which are presumed by Declarant. Each owner by becoming an automatic member of the Association by the acceptance of a deed for a lot in Saxony Farms agrees to be bound by the By-laws of the Association. Further, each member agrees that the Association may have the power to levy assessments against its members to defray the cost of maintenance for the recreational facilities, open space areas, and detention basins.

Section 5. The invalidation of any one of the covenants of this instrument shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. These Covenants and Restrictions shall run with the land and shall remain in effect for a period of 50 years from the date hereof. They shall be automatically renewed for periods of 10 years unless the association by two-thirds vote of the members, agrees to terminate the Association and has the express approval of the Newtown Township Board of Supervisors to do so. Such termination shall be made by a written statement executed by the proper officers of the Association and filed for record with the recorder of deeds of Bucks County, specifically referring to these Restrictions and Covenants.

Section 7. there shall be no change in any of the foregoing restrictions or covenants affecting the interest of Newtown Township without the consent of the Board of Supervisors of the Township.

Section 8. Notwithstanding anything contained herein to the contrary, the Declarant may make any revisions to the aforesaid final subdivision plan of the Woods at Saxony as Declarant, in its sole opinion deems necessary and beneficial said revisions being subject to the applicable ordinances of the Township of Newtown.

Dated this 12th day of February, 1980

Saxony Farms Co.

By. Stephen D. Samost

ATTEST Ellen Samost
Secretary