

**DECLARATION OF RESTRICTIONS  
AND COVENANTS**

*WOODLYN CROSSING*

Lower Southampton  
Bucks County, Pa.

**DECLARATION OF RESTRICTIONS & COVENANTS**

**WOODLYN CROSSING DEVELOPMENT**

**THIS DELCARATION** is made this 1<sup>st</sup> day of April, 1975, by **BROWNSVILLE DEVELOPMENT CORPORATION**, a Pennsylvania Corporation, and Leon Miller and C. Frank Padovani trading as **MILLER AND PADOVANI**, hereinafter called "Declarant".

WHEREAS, Declarant is the owner of the real property as shown on the map attached hereto and made a part hereof and marked Exhibit "A", being a portion of the Woodlyn Crossing Development located in Lower Southampton Township, Bucks County, Pennsylvania, as shown on said map, the area is divided into two categories, marked wither R (Single-Family Residence Area), or CP (Common Area) to which these restrictions and covenants will refer.

THE DECLARANT sets forth herein general covenants and restrictions which shall pertain to all of the land shown on Exhibit "A", however, it may supplement these restrictions and covenants with separate additional provisions relating in each case to the areas marked R 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.

Declarant desires to create on the land ser forth on Exhibit "A", a planned community with various types of uses provided for on the area shown as lots and intended to be sold and including common properties as defined herein, such common properties to be for the benefit of the owners of the properties sold.

DECLARANT desires to provide for the preservation of the values and amenities in said community and therefore desires to subject the property ser for the in Exhibit "A" to the covenants, restrictions, easements, charges and liens as hereinafter set forth, all of which are for the benefit of the property and each owner thereof.

NOW, THEREFORE, Declarant declares that the real property shown on Exhibit "A" is and shall be held, transferred, sold, conveyed and occupies 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.

### **ARTICLE I – DEFINITIONS**

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

1. "Association" shall mean and refer to Homeowners Association, Inc. a non-profit corporation of the State of Pennsylvania either now formed or hereafter to be formed.

2. "By-Laws" shall mean the By-Laws of the Association.

3. "The Properties" shall mean the property set forth on Exhibit "A".

4. "Common Properties" shall mean those areas of land shown on Exhibit "A" or any future exhibits or on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners or tenants of The Properties. Such Common Properties are designated on Exhibit "A" as "CP".

5. "Lot" shall mean any plot of land shown upon on any recorded subdivision map of The Properties or on Exhibit "A" or any subsequent exhibit with the exception of Common Properties.

6. "Living Unit" shall mean any portion of a building situated upon The Properties designated and intended for use and occupancy as a residence by a single family.

7. "Multiple Structures" shall mean any building containing two or more Living Units under one roof or attached by means of party walls.

8. "Owner" shall mean the record owner or owners of the title to any Unit situated upon The Properties but shall not mean a mortgagee unless such mortgagee shall have acquired title by foreclosure or other means.

9. "Members" shall only mean those persons who are unit owners and shall not include persons who are merely permitted to use the Common Properties by virtue of payment of a fee prescribed by the Board of Directors.

10. "Architectural Control Committee" shall mean a Committee of persons which shall be appointed from time to time for the purpose of approval or disapproval of improvements as more specifically set forth herein.

### **ARTICLE II – MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION**

1. Membership: Every person or entity who is a record owner of a fee interest in any property or lot in the Woodlyn Crossing Development shall be a member of the Association provided that such person or entity who holds such interest as mortgagee

shall not be a member. Persons other than record owners may become members of the Association upon payment of a fee prescribed by the Board of Directors; provided, however, that such members shall have no voting rights.

2. Voting Rights, etc.: The rights of the Members, including voting rights and the obligations of such Members, including dues or assessment as hereinafter more specifically referred to, shall be as provided in the By-Laws.

### **ARTICLE III – THE COMMON PROPERTIES**

1. Members' Easements of Enjoyment: Subject to the provisions of paragraph 3, of this Article, every Member shall have the right and easement of enjoyment in and to the Common Properties and the Facilities and such easement shall be appurtenant to and shall pass with the title to every lot.

2. Title to Common Properties: The Declarant may retain the legal title to the Common Properties until 75% occupancy is established, at which time legal title shall be transferred to the Association, but regardless of actual ownership, the provisions of paragraph 1 of the Article shall apply. Should Declarant or Township determine that the development cannot or will not be finished, legal title to the completed sections of the Common Properties may be taken by the Township.

3. 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 Common Properties by mortgage or other security instrument for the purpose of constructing improvements.

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

(c) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties, where such fees are the common and ordinary practice.

(d) The right of the Association to admit such other persons to the use of Common Properties and 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 Common Properties to any public municipality, authority or the like, subject to approval of the Board of Supervisors of Lower Southampton Township, for such purposes and subject to such conditions as may be provided in the By-Laws.

4. Property Lines: The title of any Owner shall run to the edge of any street or public way dedicated to the public. With reference to any Lot adjoining Common Properties, the property line shall be as indicated and shall not include any portion of the Common Properties.

## ARTICLE IV – COVENANT FOR DUES AND ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Dues and Assessments: The Owner of any Lot, by acceptance of a deed therefore, or acquiring Ownership in any other manner, whether or not it shall be so expressed in any such deed or other method of transfer, shall be deemed to covenant and agree to pay to the Association such annual assessments or dues which shall be levied by the Board of Directors of the Association. The assessments and dues together with any interest or costs of collection, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs of collections shall also be the personal obligation of the person or entity who is the Owner of such property at the time when the assessment fee due; and may be collected by the Township, should Township in its sole discretion so determine.

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

3. Effect of Non-Payment of Assessment: the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property in the hands of the then Owner, his successors, heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 6% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action; and also may be collected by the Township, should the Township in its sole discretion so determine.

4. Subordination of the Lien to Mortgages: The Lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

## ARTICLE V – ARCHITECTURAL CONTROL COMMITTEE

1. Review and approval by Committee: No building or other structure or any other improvements including contouring of land and planting, shall be erected, placed or latered on any Lot until and unless plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color schemes, location and approximate cost of such building, structure or other improvements and the grading and landscaping plan, including topography and contours of the Lot, shall have been submitted to and approved in writing by the Chairman of the Architectural Control Committee and subject to applicable Lower Southampton Township Codes.

2. The said Architectural Control Committee during construction, shall consist of at least three members with at least one member from each Section and shall be appointed by Declarant from time to time and shall include such persons or Members as Declarant may in its sole and exclusive decision provide until 75% occupancy is established and thereafter the appointments shall be by the Board of Directors of the Association.

3. Plans: All submissions of plans must be in duplicate, one copy of which shall be retained by Declarant regardless of the action taken. Approval shall be made in one way only: By the signature of the Chairman of the Architectural Control Committee on each sheet of any plans submitted, Declarant will, upon request by any Owner, indicate in writing as to the identity of The Chairman of the Architectural Control Committee.

4. Approval: the Architectural Control Committee shall have the right to disapprove of any such plans or specifications of grading and landscaping which are not suitable in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading and landscaping plan, it shall take into consideration the suitability of the proposed building or other structure, the materials of which it is to be constructed, the color scheme, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and other dwellings and structures in said subdivision and the effect of such proposed building or structure as planned on the outlook from adjacent or neighboring properties. In the event that after such presentation of such plans and specifications, the Architectural Control Committee fails to approve or disapprove said plans within 15 days of such presentation, such plans and specifications are deemed approve.

5. It is understood the said Architectural Control Committee is an agency of Declarant or of the Association and it is further provided expressly herein, as aforesaid in paragraph 2, that the obligation to submit plans and obtain approval not only from the appropriate Township Authorities but also as set forth hereinabove in the Article, shall apply to the Common Properties as well as other portions of The Properties.

6. Immunity: Neither Declarant nor any member of the Architectural Control Committee nor any successor(s) or assign(s) thereto or thereof, shall be liable in damages to anyone submitting any plans or request to them for approval, or to any Owner affected

by these covenants by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every Owner who submits any plans or request to the Architectural Control Committee for approval, agrees by submission thereof and ever Owner agrees by acquiring title thereto, that he will not bring any such action or suit to recover any such damage.

7. Enforcement: Declarant and the Association shall have the express power and the right to enjoin the construction of any structure or other improvement and to order the removal of any structure of improvement on any Lot of the Common Properties, where approval for the said construction or other improvement shall not have been obtained in strict compliance with the provisions for any such action in equity in the Court of Common Pleas of Bucks County, Pennsylvania but not to limit in any way the rights and remedies and available to Declarant or the Association.

## **ARTICLE VI – GENERAL PROVISIONS**

1. Compliance with Final Plan: No use shall be made of any Lot which use is contrary to that certain final plan for the development of The Properties, as the same may be approved by the municipal authorities of Lower Southampton Township from time to time, nor shall any use be made of any Lot or of the Common Properties contrary to any conditions placed upon the approval of the said final plan by the Board of Supervisors.

2. Unimproved Sites: At no time shall any Lot be stripped of its top soil, trees or allowed to go to waste or waste away by being neglected, excavated or having refuse or trash thrown or dropped or dumped upon it. No lumber, brick, stone, cinder block, concrete block or other materials used for building purposes shall be stored upon any Lot more that a reasonable time for the construction in which they are to be used to be completed.

Declarant reserves for itself and its agents and for the Association, the right to enter upon any Lot on which a structure has not been constructed and upon which no landscaping has been performed (with prior written approval of the Architectural Control Committee for such plan), such entry to be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of the Declarant or the Association, detracts from the overall beauty, setting and safety of The Properties. Such entrance for the purpose of mowing, cutting, clearing or pruning, shall not be deemed a trespass. Declarant and its agents and the Association, may likewise enter upon such land to remove any trash which has been collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this paragraph shall not be construed as an obligation on the part of Declarant or the Association, to mow, clear, cut or prune any Lot, nor to provide garbage or trash removal service. In the event of Declarant performing any of the functions provided for in this paragraph, it may, at its options, charge the Owner of such Lot for such services and shall be entitled to be paid by such Owner and may enforce such obligation in an action at law.

3. Lot Size: No lot of The Properties shall be subdivided, partitioned or in any other manner reduced in size. However, Declarant hereby expressly reserves to itself, its successors or assigns the right to make modifications of any of the plan of lots prior to the sale thereof, provided such modifications shall be with such approval as may be required by the municipal authorities of Lower Southampton, bucks County, Pennsylvania.

4. Set Back: Since the establishment of standard inflexible building set-back lines for location of structures on Lots tends to force construction of structures both directly behind and directly to the side of other structures with detrimental effects on privacy, view of the hills preservation of important trees, etc., no specific set-back lines are established by these Covenants, except those established by Township on plan approval. In order to assure, however, that location of houses are suitably located on the specific Lot for aesthetic or other reasons, all plans showing the proposed location must be presented to Declarant in compliance with the provisions of the Article relating to Architectural Control Committee approval and must be approved as set for the therein. The provisions of this paragraph shall not be deemed to modify any limitation regarding set-back established by the municipal authorities of Lower Southampton Township.

5. Moving of Buildings: No buildings of any kind shall be moved from elsewhere and placed upon any Lot unless approved in writing by the Declarant or the Association and the Township.

6. Temporary Structures: No trailers, basement, tent, shack garage, barn or other outbuilding shall be built on any Lot at any time, either of a temporary or permanent character provided, however, that this prohibition shall not apply to shelters used by a builder during the construction of a structure, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on a Lot after completions of construction.

7. Overhead Wires: No overhead wires, including telephone, electrical or television cable or otherwise may be constructed on any Lot or cross over any Lot. All portions of such wires not located entirely within the enclosed portion of a structure must be buried beneath the surface of the ground. The provisions of this section may be waived on specific request of an Owner by Declarant, which waiver shall be in writing and signed by the Chairman of the Architectural Control Committee and the Township of Lower Southampton.

8. Paving of Yards: No front yard shall be paved except for sidewalks, driveways and parking areas except as approved by the Declarant and the Township.

(a) no boat, boat trailer, trucks exceeding ½ ton capacity shall be parked on any area other than area designated by Declarant or Home Association.

9. Slope Control: The existing slope or conformation of any Lot shall not be altered nor shall any structure, retaining wall, planting or other activity be taken which retards, changes or otherwise interferes with the natural flow of surface or drainage



waters to the actual or threatened injury of any other Lot or which creates erosion or sliding problems. All slope or conformation work shall be subject to the Steep Slope Ordinance of the Township of Lower Southampton.

10. Cutting of Trees: No trees shall be cut nor shall there be any substantial destruction of natural vegetation on any Lot without written consent from the Architectural Control Committee

11. Garbage and Refuse Disposal: No Lots shall be used or maintained as a dumping ground for rubbish. All trash, garbage and refuse shall be stored in closed containers as inconspicuously as possible. No burning of trash, garbage and refuse shall be allowed. No materials or waste shall be so stored in such manner that they may be transferred off the property by natural causes (wind, rain, etc.).

12. Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any tunnels, mineral excavations or shafts be permitted upon or in any of The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon The Properties.

13. Nuisances: No noxious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood. The decision as to whether any activity is noxious or offensive shall be decided exclusively by the Association in such manner as it may elect to make such decision.

14. Mailboxes: Brightly painted support or structural devices for mailboxes which simulate human or animal figures or any other mailbox device which is in the opinion of the Declarant or the Association, unsuitable or inharmonious with surrounding development shall not be permitted.

15. Clotheslines: No clotheslines which shall be visible either from the street or rear of any Lot shall be erected or retained on any Lot. The nature and form of any clothesline and protective enclosure must be approved by the Declarant or the Association.

16. Fences: No fences of any kind, wall, hedge or similar structure shall be placed, erected or maintained in the area between the front building line and the street or in the area between the side yard line and the street on a corner Lot, unless approved by the Declarant. The intention of this paragraph is that a generally open and unobstructed condition will be maintained between structures consistent with the provisions for areas of privacy. If the proposed fence, wall, hedge or planting shall be included in a construction plan submitted in accordance with Article V of this Declaration, this shall constitute compliance with this paragraph. If a proposed fence, wall, hedge or planting shall not have been included in a construction plan submitted to the Declarant in accordance with Article V, written approval must be obtained to erect or plant any fence,

wall, hedge or planting in the areas referred to in this paragraph. Declarant reserves for itself and the Association the right to enjoin violations of this paragraph and to remove any wall, fence, hedge or planting erected or planted without compliance with the provisions of this paragraph.

17. Restrictions on Outdoor Decorations: No statues, sculptures, painted trees, bird baths, replicas of animals or other objects of this nature may be affixed or place on any Lot or building where they would be visible from the street without prior approval from the Declarant or the Director of the Association. No swimming pools shall be erected above grade.

18. Easement: Declarant reserves unto itself, its successors and assigns, a perpetual, alienable 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 sewer, water or other public conveniences or utilities on, in or over those portions of each Lot as may be reasonable required for utility lines purposes, provided, however, that no such utility easement shall be applicable to any portions of such Lot as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these Covenants by the Declarant, or (b) such portion of the Lot as may be designated as the site for a building on a plot plan for erection of a building which has been filed with the Declarant and which has been approved in writing by said Declarant. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any grading of the soil or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. 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 a residential subdivision or to locate same upon any Lot with the permission of the Owner. 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 such utility or service.

19. The Association, after 10 days prior written notice, shall have the right to enter upon the property of any member who through neglect or design allows his grass to grow to a height of more than 8 inches and cut the same and assess the member the costs thereof.

20. The Association, upon 10 days prior written notice, shall have the right to enter upon a member's property and remove and dispose of any unlicensed derelict automobile or other vehicle and assess costs therefore against it member.

**DECLARATION**

**ARTICLE VII – RIGHTS OF MORTGAGES**

1. Each first mortgagee holding a mortgage on a unit shall have the following rights;

(a) To have his/her name and mailing address and the name and mailing address of his/her mortgagor recorded in the records of the Board of Directors so that the said Board or its agents can readily communicate with the said mortgagee

(b) To receive written notice at his request of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under this Declaration and the By-Laws this is not cured within thirty (30) days

(c) To examine the books and records of the Association, the Board of Director and their agents

(d) to pay severally or jointly with other mortgagees, taxes or other charges which are in default and which may or have become a charge against the common properties or secure new hazard insurance coverage on the lapse of a policy for such properties; then first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association, and,

(e) To have priority pursuant to his/her mortgage in the case of distribution to the unit owner of insurance proceeds or condemnation awards for damages to or a taking of any or all of the common properties.

**ARTICLE VIII – TERMINATION AND ENFORCEMENT**

2025  
1. These covenants and restrictions shall run with the land and shall remain in effect for a period of 50 years from the date hereof or concurrently with the P.U.R.D Ordinance of the Township of Lower Southampton. They shall expire at that time, except that if the Association, by majority vote of its members, elects to continue the effect of the same, they may be extended for additional periods not to exceed 10 years each. Such extensions shall be made by written statement executed by the proper officers of the Association and filed for record with Recorder of Deeds of Bucks County, specifically referring to these Restrictions and covenants.

In the event that the Association is not then functioning, such extension may be made by any successor in interest and the method of voting by either the Association or any successor shall be as set forth in its By-Laws or other rules applicable at that time.

In the event that neither the Association nor any successor is in existence at any of the times provided for herein, such extension may be made by a majority vote of the Owners of any given number of Lots, each Lot to have one (1) vote and the area encompassed to

be defined by signer thereof and shall show the affirmative vote of a majority and shall be recorded and refer to these restrictions and covenants.

2. Notices: Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address of the person who appears as Member or Owner of the records of the Association at the time of such mailing.

3. Enforcement: If any Owner of any Lot or his heirs, successors or assigns shall violate or attempt to violate any of these restrictions and covenants, it shall be lawful for Declarant or assigns, the Association or any Owner to prosecute any proceeding n law or in equity against the person or persons violating or attempting to violate any such covenants. No approval of or failure to disapprove any plans or specifications presented as herein provided and no waiver of any of the foregoing restrictions as to any Lot, parcel or plot, shall constitute approval of any plans or specifications as to any other lot, parcel or plot and shall not constitute a waiver of such or any restrictions as to any other lot, plot or parcel. Nothing herein contained shall impair or defeat the lien of any mortgage or Deed of Trust shall be held subject to all of the provisions hereof. In the event that Declarant, the Association or any Owner commences an action at law or in equity to enforce any of these restrictions and covenants, Declarant, the Association or said Owner shall be entitled to recover reasonable attorney's fees and costs, as determined by the Court, from the Owner against whom said action is maintained. These provisions shall be deemed to be accepted and agreed to by any Owner.

4. Severability: Invalidation 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.

**BROWNSVILL DEVELOPMENT CORPORATION**

By \_\_\_\_\_

Attest \_\_\_\_\_

**MILLER AND PADOVANI**

\_\_\_\_\_  
**Leon Miller**

\_\_\_\_\_  
**C. Frank Padovani**

**IN WITNESS WHEREOF**, I have  
Hereunto set my hand and official  
Seal.

**Title of Officer**

**STATE OF PENNSYLVANIA**

**SS.**

**COUNTY OF BUCKS**

On this, the 1<sup>st</sup> day of April 1975, before me, the Subscriber, a Notary Public in and for the Commonwealth of PA. personally appeared **LEON MILLER** who acknowledged himself to be the President of **BROWNSVILLE DEVELOPMENT CORPORATION**, a corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

FOR EXHIBIT, SEE PLAN BOOK 136 – PAGE 11