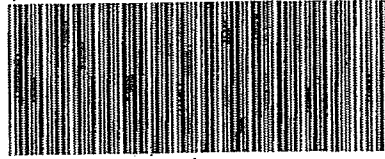


RECORDER OF DEEDS
MONTGOMERY COUNTY
Nancy J. Becker

One Montgomery Plaza
 Swede and Airy Streets ~ Suite 303
 P.O. Box 311 ~ Norristown, PA 19404
 Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 5856 PG 00200 to 00241
 INSTRUMENT # : 2012120181
 RECORDED DATE: 11/30/2012 08:42:28 AM



2824887-0019%

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 42

Document Type: Deed Miscellaneous
Document Date: 11/13/2012
Reference Info:

Transaction #: 2779705 - 1 Doc(s)
Document Page Count: 41
Operator Id: laurelm

RETURN TO: (Mail)
 CLEMONS RICHTER & REISS
 107 E OAKLAND AVE
 DOYLESTOWN, PA 18901-4683

PAID BY:
 CLEMONS RICHTER & REISS

*** PROPERTY DATA:**

Parcel ID #:	30-00-47550-00-3	30-00-47550-02-1	30-00-47550-04-8
Address:	OAK HILL DR	1752 OAK HILL DR	1754 OAK HILL DR
	HUNTINGDON VALLEY PA 19006	HUNTINGDON VALLEY PA 19006	HUNTINGDON VALLEY PA 19006

Municipality:
 School District:

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:

Recording Fee: Deed Miscellaneous	\$52.00
Additional Pages Fee	\$74.00
Additional Parcels Fee	\$480.00
Rejected Document Fee	\$5.00
Misc Fee	\$5.00
Total:	\$616.00

DEED BK 5856 PG 00200 to 00241
 Recorded Date: 11/30/2012 08:42:28 AM

I hereby CERTIFY that
 this document is
 recorded in the
 Recorder of Deeds
 Office in Montgomery
 County, Pennsylvania.



Nancy J. Becker

Nancy J. Becker
 Recorder of Deeds

PLEASE DO NOT DETACH
THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
 *COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

RECORDED OF DEEDS - RECORDED OF DEEDS
MONTGOMERY COUNTY, PENNSYLVANIA
2012 NOV 21 PM 1:50

PREPARED BY: Clemons Richter & Reiss, P.C.
107 East Oakland Avenue
Doylestown, PA 18901
(215) 348-1776

RETURN TO: Clemons Richter & Reiss, P.C.
107 East Oakland Avenue
Doylestown, PA 18901
(215) 348-1776

CPN # see attached

**AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES AND LIENS FOR
TALL TREES HOMEOWNERS ASSOCIATION, INC.**

BACKGROUND


WHEREAS, Tall Trees Homeowners Association, Inc. is a residential townhouse community located in Huntingdon Valley, Abington Township, Pennsylvania, and is governed by a Declaration of Covenants, Restrictions, Easements, Charges and Liens (Declaration), filed with the office of the recorder of Deeds of Montgomery County on August 21, 1985 in Deed Book D4775 Page 2384. A First Revised Declaration, was filed with the recorder of Deeds of Montgomery County on February 25, 1987 in Deed Book 4830, Page 0328. A Second Revised Declaration was filed with the office of the recorder of Deeds of Montgomery County on March 29, 1989 in Deed Book 4905, Page 2262. A Third Revised Declaration was filed with the recorder of Deeds of Montgomery County on May 20, 1991 in Deed Book 4983, Page 641. A further amendment to the Declaration was filed with the recorder of Deeds of Montgomery County on October 27, 2003 in Deed Book 05479 on Page 0137.

WHEREAS, In accordance with Article XI of the Declaration, having been approved by not less than sixty-seven percent (67%) of the votes of the Association and

fifty-one percent (51%) of Eligible Mortgagees, the Declaration is hereby amended and restated in its entirety, and attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the undersigned, being the President of the Board of Directors of Tall Trees Homeowners Association, Inc., has executed this Amendment this 13th day of November, 2012.

**The Tall Trees
Homeowners Association , Inc.**




Robert Mazer, President



Richard F. Stern, Secretary

CERTIFICATION OF APPROVAL

The undersigned, being the President of Tall Trees Homeowners Association, Inc. hereby certifies that the Amendment to which this certification is attached has been duly approved by at least a 67% vote of the members of the Association and by at least 51% of the Eligible Mortgagees. The vote meets the requirements for approval of an Amendment to the Declaration as provided in Article XI, Section 11.02 of the Declaration.

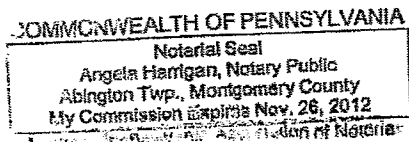



Robert Mazer, President

COMMONWEALTH OF PENNSYLVANIA : ss.
COUNTY OF MONTGOMERY :

On this 13th day of November, 2012, before me, a Notary Public, the undersigned officer, personally appeared **Robert Mazer**, who represents himself to be the President of Tall Trees Homeowners Association, Inc. being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as duly elected President

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





Notary Public

The undersigned, being the Secretary of Tall Trees Homeowners Association, Inc. hereby certifies that the Amendment to which this certification is attached has been duly approved by at least a 67% vote of the members of the Association and by at least 51% of the Eligible Mortgagees. The vote meets the requirements for approval of an Amendment to the Declaration as provided in Article XI, Section 11.02 of the Declaration.

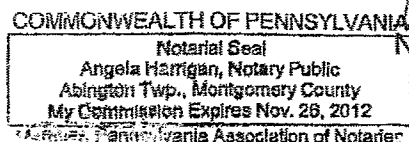


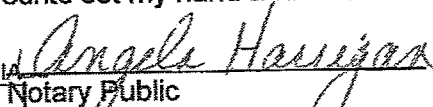
Richard F. Stern, Secretary

COMMONWEALTH OF PENNSYLVANIA : ss.
COUNTY OF MONTGOMERY :

On this 13TH day of November, 2012, before me, a Notary Public, the undersigned officer, personally appeared **Richard F. Stern**, who represents himself to be the Secretary of Tall Trees Homeowners Association, Inc. being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as duly elected Secretary.

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





Notary Public

Parcel No 1	300047550003	OAK HILL DR
Parcel No 2	300047550021	1752 OAK HILL DR
Parcel No 3	300047550048	1754 OAK HILL DR
Parcel No 4	300047550066	1756 OAK HILL DR
Parcel No 5	300047550084	1760 OAK HILL DR
Parcel No 6	300047550102	1762 OAK HILL DR
Parcel No 7	300047550129	1764 OAK HILL DR
Parcel No 8	300047550147	1768 OAK HILL DR
Parcel No 9	300047550165	1770 OAK HILL DR
Parcel No 10	300047550183	1772 OAK HILL DR
Parcel No 11	300047550201	1776 OAK HILL DR
Parcel No 12	300047550228	1778 OAK HILL DR
Parcel No 13	300047550246	1780 OAK HILL DR
Parcel No 14	300047550264	1723 OAK HILL DR
Parcel No 15	300047550282	1725 OAK HILL DR
Parcel No 16	300047550327	1731 OAK HILL DR
Parcel No 17	300047550345	1737 OAK HILL DR
Parcel No 18	300047550363	1739 OAK HILL DR
Parcel No 19	300047550381	1743 OAK HILL DR
Parcel No 20	300047550408	1745 OAK HILL DR
Parcel No 21	300047550426	1747 OAK HILL DR
Parcel No 22	300047550444	1751 OAK HILL DR
Parcel No 23	300047550462	1753 OAK HILL DR
Parcel No 24	300047550489	1755 OAK HILL DR
Parcel No 25	300047550507	1759 OAK HILL DR
Parcel No 26	300047550525	1761 OAK HILL DR
Parcel No 27	300047550543	1763 OAK HILL DR
Parcel No 28	300047550561	1767 OAK HILL DR
Parcel No 29	300047550588	1769 OAK HILL DR
Parcel No 30	300047550606	1771 OAK HILL DR
Parcel No 31	300047550624	1775 OAK HILL DR
Parcel No 32	300047550642	1777 OAK HILL DR
Parcel No 33	300047550669	1779 OAK HILL DR
Parcel No 34	300047550687	1783 OAK HILL DR
Parcel No 35	300047550705	1785 OAK HILL DR
Parcel No 36	300047550723	1787 OAK HILL DR
Parcel No 37	300028433004	664 HIDDEN POND LN
Parcel No 38	300028433022	662 HIDDEN POND LN
Parcel No 39	300028433049	660 HIDDEN POND LN
Parcel No 40	300028433067	658 HIDDEN POND LN
Parcel No 41	300028433085	654 HIDDEN POND LN
Parcel No 42	300028433103	652 HIDDEN POND LN
Parcel No 43	300028433121	650 HIDDEN POND LN
Parcel No 44	300028433148	665 HIDDEN POND LN
Parcel No 45	300028433166	663 HIDDEN POND LN
Parcel No 46	300028433184	661 HIDDEN POND LN
Parcel No 47	300028433202	657 HIDDEN POND LN
Parcel No 48	300028433229	655 HIDDEN POND LN
Parcel No 49	300028433247	653 HIDDEN POND LN

**FOURTH REVISED DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS**

FOR

TALL TREES HOMEOWNERS ASSOCIATION, INC.

ORIGINAL DECLARATION DATED: AUGUST 21, 1985

FIRST REVISED DECLARATION DATED: NOVEMBER 24, 1986

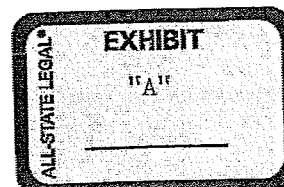
SECOND REVISED DECLARATION DATED FEBRUARY 27, 1989

THIRD REVISED DECLARATION DATED: MAY 20, 1991

FOURTH REVISED DECLARATION DATED: OCTOBER 2, 1995

AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND
EASEMENTS, CHARGES, AND LIENS OF THE TALL TREES HOMEOWNERS
ASSOCIATION ESTABLISHING A UNIT OWNER REQUIREMENT TO PURCHASE
INDIVIDUAL HOMEOWNER'S INSURANCE: OCTOBER 27, 2003

FIFTH REVISED DECLARATION DATED: NOVEMBER 13, 2012



THIS DECLARATION, made this 21st day of August, 1985, and revised November 23, 1986, by TALL TREES INC. a Pennsylvania Corporation (hereinafter referred to as "Developer"), and further revised February 27, 1989, and further revised May 20, 1991 and further revised October 2, 1995 and further revised October 27, 2003 by Tall Trees Homeowners Association, Inc., a Pennsylvania corporation (hereinafter referred to as "Association"), successor in fee to Developer" and further revised this 13th day of November, 2012.

WITNESSETH THAT:

WHEREAS, Developer was the owner of a certain tract of land situated in Abington Township, Montgomery County, Pennsylvania, more particularly described in Exhibit "A" attached hereto and made a part hereof, which developed as a planned residential community including fee simple homes to be known as TALL TREES; and

WHEREAS, in order to provide for the preservation and enhancement of the property values and amenities in said community, and for the maintenance of common lands and facilities therein, Developer submitted the property to the covenants, restrictions, easements, charges and liens set forth in a Declaration; and

WHEREAS, Developer created, as a Pennsylvania non-profit corporation, the TALL TREES HOMEOWNERS ASSOCIATION, INC., which delegated and assigned the powers and duties of maintaining and administering the common lands and facilities, administering and enforcing the covenants and restrictions, and levying, collecting, and disbursing the assessments and charges hereinafter created;

WHEREAS, Developer declared that the real property described in Exhibit "A" held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (sometimes hereinafter referred to as "covenants and restrictions") as hereinafter set forth; and

WHEREAS, there were revisions made in the Declaration in 1986, 1989 and 2003; and

WHEREAS, the Association desires to make other revisions as set forth herein.

NOW THEREFORE, in consideration of the foregoing preambles and the covenants herein contained, the Association hereby restates the Declaration as follows.

ARTICLE I. DEFINITIONS

Unless the context shall otherwise require, the following capitalized words shall have the following meanings when used in this Declaration:

1.01 "ASSOCIATION" shall mean and refer to the Tall Trees Homeowners Association, Inc., a Pennsylvania non-profit corporation, its successors and assigns.

1.02. "BOARD OF DIRECTORS" or "BOARD" shall mean and refer to the elected Board of the Association having its normal meaning under Pennsylvania corporate law.

1.03. "COMMON AREA" shall mean all the real property and improvements including, without limitation, landscaped area, the sewer road, recreation areas and any building or building that may be erected thereon not included within any Lot Title Lines.

1.04. "OWNERS ASSESSMENT" shall mean the charge against each Owner and Owner's lot with the dwelling unit thereon, representing a portion of the total costs to the Association of maintaining, improving, repairing, replacing, managing and operating the Property.

1.05. "Common Expense" or "Common Expense Assessment" shall include, mean, and refer to (a) "Regular Monthly Assessments": the actual and estimated costs of maintenance, operation, repair and replacement of the Common Area, including reasonable reserves therefor, if any, all based on the annual budget of the Association; b) "Special Assessments": such supplementary or additional assessments in those amounts deemed proper by the Board of Directors in order to meet increased operating or maintenance costs or additional capital or because of emergencies; c) "Limited Expense Assessments": Common Expenses which benefit fewer than all Units, and are not contained or planned for in the annual budget of the Association.

1.06. "DECLARATION" shall mean and refer to this document, as the same may from time to time be amended.

1.07. "DEVELOPER" shall mean and refer to Tall Trees, Inc. a Pennsylvania Corporation, and its assigns, together with any successor to all or substantially all of its business of developing the Property.

1.08. "DWELLING" shall mean and refer to a structure of part thereof designed and intended for the use and occupancy as a residency by a single household.

1.09. "ELIGIBLE MORTGAGE" shall mean and refer to a first mortgage to (a) the Developer, (b) the seller of the Unit being mortgaged, (c) a bank, trust company, savings bank, savings and loan association, mortgage pension company, insurance company, credit union, pension fund, real estate investment trust or like institutional investor or lender, or (d) a mortgage which is guaranteed or insured by the Federal Housing Administration or the Veterans Association. A holder of an Eligible Mortgage is referred to herein as an Eligible Mortgagee.

1.10. "LOT" shall mean and refer to the area of any plot of land shown on the Record Plans with the exception of the Common Areas.

1.11. "LOT TITLE LINES" shall mean and refer to those lines shown on the Record Plan which delineate the boundaries of the Lots.

1.12. "PRIVATE RESTRICTED AREA" shall mean the area within the Lot Title Lines excluding the interior of a Dwelling.

1.13. "MEMBER" shall mean and refer to every person or entity who is an Owner of any Unit, including Contract Sellers. When more than one person is an Owner of any Unit, including Contract Sellers all of such persons shall be Members. The recorded title to a Unit shall be appurtenant to and may not be separated from ownership of any Unit.1

1.14. "MEMBERSHIP" shall mean and refer to the rights, privileges, duties, and obligations of Members of the Association.

1.15. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit, including Contract Sellers, but excluding those having such interests merely as security for the performance of an obligation.

1.16. "PARTY WALL" shall mean and refer to a wall situate, or intended to be situate on the boundary line between adjoining Lots which is used or available for use for support of buildings constructed on such adjoining Lots.

1.17. "PROPERTY" shall mean and refer to the real property described in Plan Book A045 0493 as amended, together with any other property which is hereafter made subject to this Declaration and less any property which is subsequently withdrawn from this Declaration as provided herein.

1.18. "RECORD PLAN" shall mean and refer to the subdivision and Record Plan of the Property, prepared by Tri-State Engineers & Land Surveyors, Inc., and recorded in Montgomery County, Pennsylvania in Plan Book A45, page 493, 494, and 495 as such plan may be amended from time to time.

1.19. "UNIT" shall mean and refer to any structure located on the Property intended for any type of separate ownership and shall, unless the context otherwise requires, be deemed to include and refer to the Lot on which such structure is erected. For the purpose of this Declaration, a newly constructed Unit shall come into existence upon the issuance of a certificate of occupancy for such Unit by the appropriate department or officer of Abington Township or other local governmental entity.

1.20. "UNIT TITLE LINE" shall mean and refer to lines of the perimeter boundaries of each Unit at: (a) the exterior surfaces of the exterior walls of the Residential Building; (b) a vertical plane bisecting any wall separating the dwelling from any adjoining dwelling. For purposes of the above description, the Unit Title Lines of each dwelling shall be deemed to include exterior architectural or structural elements of the Residential Building (and adjoining garage and courtyard, as applicable) serving or attached to that dwelling, including stairs, decks, shutters, windows, doors, window and door frames, chimneys and the like (but excluding walkways) and shall also include additions to any dwelling approved in accordance with the provisions hereof.

The foregoing definitions shall be applicable to this Declaration and also to any Supplemental Declaration or Declaration of Amendment, unless otherwise expressly provided, recorded pursuant to the provisions of this Declaration.

1.21. "ABUTTING PROPERTY OWNERS" shall mean and refer to the Hill House Residents Association, a condominium association comprised of the individual unit owners of the Hill House Condominium located on the opposite side of Route 232 from the Property.

1.22. "CONTRACT SELLER" and "CONTRACT PURCHASER" shall mean and refer to Sellers and Purchasers respectively who are selling or purchasing the Lots and Improvements under an Installment Sale, Contract of Sale, Option Agreement, or other deferred purchase contract.

ARTICLE II. PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

2.01. Existing Property. The real property which is in and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is the Property as defined in Section 1.17.

2.02. Additions to Existing Property. Additional property may become subject to this Declaration upon approval by two-thirds of the members (as defined in Article III. hereof) who are voting in person or by proxy at a regular meeting of the Association or at a meeting duly called for this purpose: Such an addition shall be made by the filing of record of one or more supplementary Declarations of Covenants and Restrictions with respect to the additional property.

2.03. Developer's Right to Withdraw Portions of the Property and Modify the Record Plan.

(a) Neither this Declaration nor any plan or design shall afford any purchaser of any Unit or other portion contemplated by the Record Plan be completed or to insist on adherence to any plan or design. No material modification of the Record Plan with respect to a section of the Property (as such sections are shown on the Record Plan) may be effected after any Unit in such section has been sold to a third party, unless such modification is consistent with the use of any Unit so sold and has been approved by the appropriate authorities of Abington Township and, where necessary, by the Federal National Mortgage Association or the Federal Housing Administration.

ARTICLE III VOTING RIGHTS

3.01. Members shall be all Owners, who shall be entitled to one vote for each Unit. If more than one person is the Owner of a Unit, the vote for such Unit shall be exercised as those persons themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one person seeks to exercise it. In no event shall more than one vote be cast with respect to any Unit.

ARTICLE IV. PROPERTY RIGHTS IN THE COMMON AREA

4.01. Rights and Obligations of the Association.

(a) The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon, including furnishings and equipment related thereto including all private utilities, and shall maintain the same in good, clean, attractive and sanitary condition, order and repair. The Association may retain a manager to render professional services in the operation and management of the Common Areas.

(b) The Association, through action of its Board of Directors, may acquire, hold, dispose tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property leasehold or other property interests within the Property conveyed to it by the Developer. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws of the Association, and every other right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

4.02. Owner's Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Unit.

4.03. Extent of Owner's Easements. Each Owner's easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to establish reasonable rules and regulations governing the use of the Property (which rules and regulations shall be consistent with the rights and duties established by this Declaration) and to charge reasonable admission and other fees on a uniform basis for the use of any recreational facilities now or hereafter located on the Common Area;

(b) The right of the Association to suspend any Owner's voting rights and his right to use any recreational facilities located on the Common Areas for any period during which any assessment against such Owner's Unit remains unpaid for more than thirty days after notice, and the right of the Association to suspend the right of any Owner to use any recreational facilities for a period not to exceed sixty days for any other infraction of this Declaration or the rules promulgated by the Association;

(c) The right of the Association to mortgage any or all of the facilities constructed on the Common Areas for the purposes of improvement or repair to Association land or facilities, subject to the prior approval of such action by the vote of two-thirds of the votes of the Members who are voting in person or by the proxy at a regular meeting of the Association, or at a meeting duly called for this purpose. Any such mortgage shall provide that in the event of a default thereunder, the lender's rights shall be limited to the right, after taking possession of such mortgaged property, to charge admission and other fees as a condition to continued enjoyment thereof by the Members and, if necessary, to open the enjoyment of such mortgaged property to a wider public until the mortgage debt is satisfied, whereupon the possession of such property shall be returned to the Association, and all rights of the Members hereunder shall be fully restored;

(d) The right of the Association to take whatever steps as are reasonably necessary to protect against foreclosure;

(e) The right of the Association to dedicate or transfer all or any part of the Common Areas 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 effected unless an instrument signed by two-thirds of the Members agreeing to such dedication or transfer has been recorded; and

4.04. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas and Facilitates to the members of his family, his tenants or Contract Purchasers residing in a Unit owned by him, and to his guests, subject to such general regulations as may be established from time to time by the Association.

4.05. Title to Common Areas. Developer may retain legal title to the Common Areas or portions thereof until such time as it has completed improvements thereon. The Developer hereby covenants that it shall convey the Common Areas to the Association, free and clear of all liens, financial encumbrances and of incomplete work thereon and therein.

Members shall have all the rights and obligations imposed by this Declaration with respect to such Common Areas, including payment of taxes, insurance and maintenance costs.

ARTICLE V COVENANT FOR COMMON EXPENSE ASSESSMENTS

5.01. Common Expense Assessment Obligations of Owners

Each Owner, by acceptance of the deed for any Unit, whether or not it shall be so expressed in such deed or other conveyance shall be deemed to covenant and agree to pay to the Association (in addition to any other charges or costs levied by the Association pursuant to this Declaration) all Common Expense Assessments, including, but not limited to the following:

- (a) Regular Monthly Assessments, made due and payable as determined by the Board of Directors based upon the budget of the Association;
- (b) Special Assessments established and collected and payable from time to time as determined by the Board of Directors;
- (c) Any other charges or Assessments pursuant to Section 5314 of the Pennsylvania Uniform Planned Community (68 Pa.C.S.A. Section 5101 et seq – the “Act”), for what may be determined from time to time by the Association, to be Common Expenses; and
- (d) Any interest charges, attorneys’ fees, costs of collection, late charges, penalties or fines as determined by and levied by the Board of Directors for non-payment of Assessments or for non-compliance with the terms and provisions of the Declaration, the By-Laws or any rules or regulations created by the Board of Directors (all such amounts hereinafter collectively called “Collection Expenses”)

The Association shall also have the right to assess Limited Common Expenses against any one or more Units to provide services which are provided exclusively for these Units, including, but not limited to, the improvement and maintenance of Common Areas used principally by or benefiting the Owners of these Units. The Regular and Special Assessments and Limited Expense Assessments, together with any Collection Expenses shall be a charge against the Unit and shall be a continuing lien upon the Unit against which each Assessment is made from the time the Assessment, and the Collection Expenses become due. Any Common Expense Assessment together with the Collection Expenses shall also be the personal obligation of the Owner who was the Owner of the Unit at the time when the Assessment became due. No Owner may be exempted from contributing toward the Common Expense Assessments by waiver of the use or enjoyment of the Common Area or by abandonment of the Unit or by setoff or counterclaim, or otherwise. The obligation to pay Common Expense Assessments is absolute and unconditional.

5.02. Budget Preparation.

(a) It shall be the duty of the Board of Directors, during October of each year, to prepare a budget covering the estimated costs of operating the Association during the coming year. If the Association owns replaceable assets, a capital budget shall be separately prepared, taking into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement thereof. The capital budget may contain and set forth reasonable reserves to cover expenses for expected repair or replacement of such replaceable assets. Because the lot size of the manor house, presently known as 1733 Oak Hill Drive, ("the manor house") is substantially larger than that of the other Units, the portion of the Common Expense Assessment to be paid by the Owners of the manor house shall be higher than that of the other Units. That portion shall be fixed at One Hundred Twenty Eight Percent (128%). The manor house will share equally with the other Units in any special assessments, such as for snow, landscaping etc. ..

(b) The Board shall cause a copy of the budget, and the amount of the Common Expense Assessment to be levied against each Unit for the following year, to be delivered to each Owner at least thirty (30) days before the commencement of the Common Expense Assessment for the ensuing fiscal year. The budget will become effective at the expiration of the thirty (30) day period, unless by a vote of sixty-seven percent (67%) of the total votes of the Members, at a meeting called for the purpose of rejecting the proposed budget by petition of the Members, the budget is rejected. In the event such meeting takes place and the budget is rejected, the budget and Common Expense Assessment for the previous year will continue to be effective until revised by the Board. The Budget shall include but not be limited to the following:

- (i) Compensation paid by the Association to Manager, Accountants, Attorneys, Consultants and other employees;
- (ii) Fire, casualty and liability insurance on Common Areas, workers' compensation insurance, insurance covering officers and directors of the Association, and such other insurance as the Board shall reasonably determine, including the costs of bonding the members of the Board of Directors and its employees and agents.
- (iii) Taxes paid by the Association;
- (iv) Amounts paid by the Association for the discharge of any lien or

encumbrance levied against the property or portions thereof;

(v) All commonly metered utilities, cable or master television charges, and other commonly metered charges for the property;

(vi) Expenses incurred by the Association for any reason whatsoever in connection with the property, for the benefit of all Owners.

(vii) Expenses of gardening, landscaping, and lawn maintenance;

(viii) Snow removal from the driveways and walkways and streets

(ix) All services benefitting the Common Area and all improvements thereon including recreational facilities, as described in Section 8.05 (a).

(x) Painting/staining siding and trim of windows (on scheduled basis)

(xi) Painting of stucco (on scheduled basis)

(xii) Other private reserves such as mailbox, lights as deemed necessary by the Board

5.03. Assessment for Working Capital. At the time of acquiring title to any Unit, each new Owner shall pay to the Association a capital improvement fee pursuant to Section 5302 (a)(12) of the Act, in an amount as determined by the Board. The payment required by this section shall be due in addition to any other Common Expense Assessments authorized by this Declaration, and shall be non-refundable.

5.04. Owner's Actions. Each Owner shall be obligated to reimburse the Association for any expenses incurred by the Association in repairing or replacing any part or parts of the Common Area damaged by the Owner's act, omission or negligence or by the act, omission or negligence of the Owner's tenants, agents, guests or licensees, promptly upon receipt of the Association's statement therefor.

5.05. Surplus Funds. Any surplus of the Association remaining after payment of or provision for Common Expenses and any payment of reserves may be used by the Association as determined by the Board of Directors.

5.06. Time of Payment. Except as otherwise provided in this Declaration, payment of Common Expense Assessments by the Owners shall be made at the discretion of the Board on a yearly, quarterly or monthly basis. The failure of the Board of Directors to formally declare the Common Expense Assessment or a new budget shall result in the Common Expense Assessment for the immediately preceding year being the Common Expense Assessment applicable to and for the current year.

5.07. Lien for Common Expense Assessments. All Common Expense Assessments and charges chargeable to any Lot, including Collection Expenses levied for non-compliance with this Declaration, the By-Laws and any rules and regulations of the Association shall constitute a lien against the Unit in favor of the Association; provided that all Common Expenses shall be subordinate to the lien of any mortgagee to the extent provided at Section 5315 of the Act. This lien shall be effective from and after the time the Common Expense Assessment becomes due.

5.08. Effect of Non-Payment of Common Expense Assessments. Any Common Expense Assessment or installment thereof not paid when and as required by the Board of Directors shall be

deemed delinquent, and shall bear interest from the due date at the rate of fifteen (15%) percent per annum or a higher rate permitted by law which the Board of Directors shall from time to time determine. The Board of Directors may also assess Collection Expenses in the event of a delinquency, and shall have the right to accelerate payment of any unpaid Common Expense Assessment for the remainder of the fiscal year.

5.09. Method of Enforcing Collection of Common Expense Assessments. Any Common Expense Assessment charged against a Unit may be enforced by a lawsuit brought by the Board of Directors on behalf of the Association by an action at law or equity against the Owner obligated to pay same, and or in foreclosure of the lien against the Unit, and the Association may seek whatever other remedy is available at law or in equity. In addition to these rights and remedies available to the Association, the Association shall have the right to revoke the rights of an Owner in the Association, including the right to vote or run for the Board of Directors; provided the Association shall give written notice of this revocation and an opportunity for the defaulting Owner to be heard before the Board of Directors. The decision of the Board of Directors shall be final. Any judgment against a Unit and its Owner shall be enforceable in the same manner as is otherwise provided by law. Collection Expenses incurred by the Association incident to the collection of any Assessments or the enforcement of any lien, together with all sums advanced and paid by the Association for taxes and payments on account of superior liens which may be required to be advanced by the Association in order to protect its lien, shall be payable by the Owner and secured by this lien.

5.10. Unpaid Common Expense Assessments at the Time of Execution Sale Against a Lot. In the event that title to a Unit is transferred by sheriff's sale pursuant to execution upon any lien against the Unit, the Board of Directors may give notice in writing of any unpaid Assessments to the sheriff and the sheriff shall pay the Assessments of which he has notice out of the proceeds of the sale which remain in his hands for distribution after payment of all other claims which he is required by law to pay, but prior to any distribution of the balance to the former Owner against whom the execution issued. The purchaser at the sheriff's sale and the Unit involved, shall not be liable for unpaid Assessments which come due prior to the sheriff's sale of the Unit, except to the extent of unpaid Assessments provided at Section 5315 of the Act, which are not paid out of the proceeds of sale. Any unpaid Assessments which cannot be promptly collected from the former Owner may be reassessed by the Board of Directors as Common Expenses to be collected from all the Owners, including the purchaser or acquirer of title at the sheriff's sale, his successors and assigns. To protect its right to collect unpaid Common Expense Assessments which are a charge against a Unit, the Board of Director's may, on behalf of the Owners, purchase the Unit at sheriff's sale; provided this action is authorized by the affirmative vote of a majority of the Board of Directors. If it does so purchase, the Board of Directors shall thereafter have the power to sell, convey, mortgage or lease the Unit to any person whatsoever.

5.11. Voluntary Sale of a Lot. Upon the voluntary sale or conveyance of a Unit, or any other transfer by operation of law or otherwise, except a transfer described in the Declaration, and a transfer by Deed in lieu of foreclosure to a mortgagee, the grantee shall be jointly and severally liable with the grantor for all unpaid Common Expense Assessments which are charges against the Unit as of the date of the sale, conveyance or transfer. This joint and several liability shall be without prejudice to the right of the grantee to recover from the grantor, in the amount of any

unpaid Assessments which the grantee may pay, and until these Assessments are paid, they shall continue to be a charge against the Unit, which may be enforced in the manner set forth above; provided, however, that pursuant to Section 5407 of the Act, any person who shall have entered into a written agreement to purchase a Lot shall be entitled to obtain a written statement from the Association setting forth the amount of unpaid assessments as of the date it is rendered, and neither the purchaser nor the Lot after transfer thereof shall be liable for the payment of the amount in excess of the unpaid Assessments shown on the statement.

5.12. Mortgage Foreclosure. If a mortgagee or other purchaser of a Unit acquires title to the Unit as a result of foreclosure of the first mortgage, or by deed in lieu of foreclosure, the acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or other charges by the Association pertaining to the Lot or chargeable to the former Owner which accrue prior to acquisition of title as a result of the foreclosure, except for Common Expenses provided at Section 5315 of the Act. The unpaid share of the charges shall be a Common Expense collectible from all Owners including the acquirer of the Lot by foreclosure, his successors and assigns.

ARTICLE VI. ARCHITECTURAL STANDARDS

6.01. The Architectural Standards Committee. An Architectural Standards Committee consisting of two or more persons shall be appointed by the Board of Directors.

6.02. Purpose. The Architectural Standards Committee shall regulate the external design, appearance, use, location and maintenance of the Property and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. The Architectural Standards Committee shall not have jurisdiction over modifications or alterations made by the Developer. Without limiting the generality of the foregoing, the standards and procedures adopted by the Architectural Standards Committee shall contain building restrictions as may be proposed by the Architectural Standards Committee and adopted by the Board of Directors.

6.03. Repairs and Alterations. No improvements, alterations, repairs, changes of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any Unit or the improvements located on a Lot from its natural or improved state existing on the date such Lot or Unit was first conveyed in fee by the Developer to a third party purchaser shall be made or done without the prior approval of the Architectural Standards Committee, except as recreational equipment, or other temporary or permanent structure shall be commenced, erected, maintained, improved, altered made or done without the prior written approval of the Architectural Standards Committee.

6.04. Procedures. In the event the Architectural Standards Committee fails to approve, modify, or disapprove in detail, plans and specifications which have been submitted to it in writing, in accordance with published standards and procedures adopted by the Committee, approval will be deemed granted. An applicant may appeal an adverse Architectural Standards Committee decision to the Board of Directors, which may reverse or modify such decision by a

majority vote of the Directors. The Board shall have the authority and standing on behalf of the Association to enforce in courts of competent jurisdiction decisions of the Architectural Standards Committee.

ARTICLE VII. PARTY WALLS

7.01. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply to each Party Wall.

7.02. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a Party Wall shall be shared by the Owners who made use of the wall in proportion to such use.

7.03. Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if other Owners make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

7.04. Weatherproofing. An Owner, who by his negligent or willful act, causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

7.05. Right of Contribution Runs With the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land, and shall pass to such Owner's successors in title.

7.06. Encroachments. If, as a result of the construction, reconstruction, repair or shifting, a settlement or movement of any building or other structure, including any Party Wall, occurs, such that any building or other structure shall protrude over an adjoining Lot or upon the Common Areas, such building or structure shall not be deemed to be an encroachment thereon. Neither the Owners affected, nor the Association, shall maintain any action for the removal of such building or structure, and it shall be deemed that said Owners or the Association have granted perpetual easements to use, maintain, or replace the encroaching building or structure.

7.07. Arbitration. In the event of any dispute arising under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision of a majority of such arbitrators shall be binding upon the parties.

ARTICLE VIII. USE AND MAINTENANCE OF PROPERTY

8.01. Use of Property. All Units shall be used, improved, and devoted exclusively to residential use. Nothing herein shall be deemed to prevent an Owner from leasing a Dwelling to a single family household for a minimum term of one year, subject to all of the provisions of this

Declaration. Any such lease shall provide that the tenant agrees to comply with all of the terms and conditions of this Declaration and all other documents controlling the operation of the Association, and the Association shall be deemed to be a third party beneficiary of any such lease, with standing to enforce such covenant.

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

8.03. Rules and Regulations. On or before conveyance of the first Unit to an Owner unrelated to the Developer, the Architectural Standards Committee shall propose and the Board of Directors shall adopt general rules to implement the purposes of the committee set forth in Section 6.02 and appropriate rules and regulations in order to implement and further the covenants and restrictions in this Declaration, including, but not limited to, rules to regulate, limit, or prohibit animals (the Board having the specific power to prohibit animals from being kept on the Property), antennas, signs, storage, and use of recreational vehicles, storage and use of machinery, use of outdoor drying lines, trash containers, planting, and maintenance and removal of vegetation on Lots. Such rules and regulations may be amended by a two-thirds vote of the Board following a public hearing of which due notice has been provided to all Owners. All such rules and regulations and any subsequent amendments thereto shall be published by the Association and made available to all Owners and residents on the Property. In addition to the foregoing, for three years from the date of recording this Declaration, no "For Sale" or "For Rent" signs shall be displayed to public view on any Lot or Common Area, except by Developer or their authorized agent.

8.04. Maintenance Obligation of Owners.

(a) It shall be the duty of each Owner, at his sole cost and expense, subject to the provisions of this Declaration regarding Architectural Standards Committee approval, to maintain, repair, replace, and restore areas subject to his exclusive control, in a neat, safe, sanitary and attractive condition, and each owner shall be responsible to keep his assigned Private Restricted Area in a neat, safe, sanitary and attractive condition. Each Member shall be responsible to keep his assigned Private Restricted Area in a neat, safe, sanitary, and attractive condition. Areas subject to the exclusive control of each Owner shall be deemed to include doors and windows, including frames and hardware, garage door(s), exterior light fixtures, skylights, all glass portions of the Owner's Unit, siding, gutters, roof, stucco, deck, stonework, driveway, walkway, mailbox; all electric, gas, telephone, cable TV, security, plumbing and any other exterior areas not specifically mentioned here. (Each Member is totally responsible for the interior of the Unit.) Any changes or alterations to the exterior must be approved by the Architectural Standards Committee as stated in 6.03.

(b) In the event that any owner shall permit any Improvement, which is the responsibility of such Owner to maintain, to fall into disrepair or not to be so maintained so as to create a dangerous, unsafe, unsightly, or unattractive condition, or to otherwise violate this Declaration, the Architectural Standards Committee shall have the right, but not the duty, upon fifteen (15) days' prior written notice to the Owner of such Lot, to correct such condition and to

enter upon the Owner's Lot to make such repairs or to perform such maintenance, and the cost thereof shall be charged to the Owner. Said cost shall be a Special Assessment and shall create a lien enforceable in the same manner as other assessments as set forth in the Declaration. The Owner shall pay promptly all amounts due for such work, and the costs and expenses of collection may be added, at the option of the Board of Directors, to the amounts payable to each Owner as Common Assessments

8.05. Maintenance Obligations of the Association. Subject to the provisions of Section 8.04 of this Article the Association shall maintain or provide for the maintenance of the following for:

(a) Common Areas: maintain or provide maintenance, as deemed necessary for all of the Common Areas and all improvements thereon, including recreational facilities, if any, in good order and repair, and shall likewise provide for the minor repair and replacement as necessary of the commonly metered utilities, and any and all utility laterals. The Association will cause the landscaping and gardening to be properly maintained and may replace when necessary the trees, plants, grass, and other vegetation which are in the Common Area. The Association shall further maintain, reconstruct, replace, and refinish any paved surface in the Common Area.

(b) For each Unit, other than the manor house, Painting/staining for each unit, which shall commence on its schedule as established by the Board of Directors. Any Member who has any portion or all of the roof, gutters, and/or downspouts replaced is responsible for ensuring that the color of the shingles, gutters, and/or downspout matches the existing standards of Tall Trees. The homeowner must have the contractor/roofer contact the Tall Trees Manager prior to beginning the job to pick out the color of shingles which match the existing Tall Trees roofs (or to pick out the matching color of the gutters or downspouts). If, for any reason, an incorrect color is installed on the roof, gutters, and/or downspouts, the homeowner will be responsible for having the appropriate portion (or all) of the roof, gutters, and/or downspouts redone with the correct color.

(c) Landscaping and gardening to be properly maintained; removal of snow from the driveways and walkways within the Lot Title Lines.

(d) All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board of Directors of the Association shall determine in their judgment to be appropriate.

8.06. Damage and Destruction Affecting Residences - Duty to Rebuild. If all or any portion of any Lot or Dwelling Unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner to rebuild, repair, or reconstruct said residence in a manner which will restore it substantially to its appearance and condition immediately prior to the casualty.

8.07. Insurance Maintained by Homeowners Association.

The Association shall maintain, at all times, insurance in the types, containing the clauses, and in the amounts, provided as follows:

(a) Property Insurance on a so-called "all-risk" basis covering all real property of the Association, including the Common Areas and all buildings and improvements and fixtures and equipment thereon. Such insurance will be on a full insurable replacement cost basis, without deduction for depreciation, but may be subject to a deductible provision and the full amount of the deductible shall be borne by the Association. The cost of the insurance premium shall be a Common Expense. The proceeds of such insurance shall be payable to the Association to fund the cost incurred by the Association to restore any damage, with any excess being retained by the Association.

(b) Comprehensive general liability insurance covering as named insured the Homeowners Association, the Board, each member and officer of the Board, any managing agent employed by the Association, and each Owner against liability to the public or the Owners or residents of their Dwellings, or their agents, employees, tenants, guests or invitees, relating to the operation, maintenance, or use of the Common Areas. Limits of liability, including personal injury shall be at least One Million Dollars (\$1,000,000.00) combined single limit bodily injury and/or property damage or both combined. The policy of insurance shall include cross liability.

(c) To the extent that property of the Association is not covered by the Association policy, that property is the insurance responsibility of the Owners.

(d) If Association property is destroyed, the deductible shall be shared equally by the Unit Owners as a Common Expense.

(e) Worker's compensation insurance and Employer's Liability as required by Law for any employees of the Homeowners Association.

(f) All policies obtained pursuant to the provisions of this subsection shall to the extent possible, contain waivers of subrogation, and provide that they shall not be canceled or modified without thirty (30) days prior written notice to all whose interests are covered thereby.

No Owner shall do or permit any act which would void or impair the coverage afforded by any policies held by the Association or would result in an increase of the premium therefor; and any Owner so doing or permitting any such act shall be liable to the Association for any such increase, which shall be collected in the same manner as monthly assessments.

8.08. Insurance Maintained by Owners

Each Owner shall purchase and maintain property, casualty and liability insurance, insuring for full replacement coverage, all parts of the Lot and Unit, any fixtures, equipment, and improvements and personal property located therein. Such policies of insurance shall contain notice of cancellation or modification to the Association. Each Owner, shall, on an annual basis, provide to the Association a certificate of insurance, evidencing proper insurance coverage.

In the event of a casualty or loss, the entire amount of any deductible, or the entire amount of any deficiency in coverage, shall be borne by the Owner.

ARTICLE IX. EASEMENTS AND DEED RESTRICTIONS

9.01. Easements. The Developer, for itself and its successors and assigns, hereby declares, reserves, grants and accepts the following easements as easements appurtenant to the Property, each of which shall be perpetual, subject, however, to the provisions set forth in Section 9.02 below.

(a) A non-exclusive easement for pedestrian and vehicular traffic on and over the private roadways and pedestrian walkways located on the Property, as such roadways and walkways are shown on the Record Plan or actually constructed by Developer. Unless the Developer shall dedicate roadways to Abington Township pursuant to Section 9.02., below, the Association shall be responsible for the maintenance and repair of such roadways.

(b) An easement in favor of Abington Township and the appropriate utility companies for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, without limitation, the right to install, lay, maintain, repair, relocate, and replace manholes, water mains and pipes, gas mains and pipes, sewer and drain lines and connectors, telephone and other communication wires, cables and equipment, electrical wires and conduit, and associated equipment over, under, through, along and on the Property; provided, however, that any such easement through a Lot shall be located only as shown on the Record Plan only as the improvements are originally constructed.

(c) An exclusive easement in favor of the Developer or any successor private or public utility for the maintenance, repair and operation of the sewage treatment plant, in the locations as shown on the Recorded Plan.

(d) For so long as Developer holds title to any Lot or Unit, the Developer reserves a blanket easement and right on, over and under the Property to maintain and correct drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary, following which Developer shall restore the affected property to its original condition as near as is reasonably possible. The Developer shall give reasonable notice of its intent to take such action to all affected Owners, unless in the opinion of Developer an emergency exists which precludes such notice.

9.02. Developer's Right of Dedication.

(a) Developer expressly reserves the right to dedicate from time to time to the public, or to Abington Township, all or any part of the private roads as shown on the Record Plan. In making any such dedication or dedications, the Developer may act in its own name without the joinder of the Association or any Owners in such actions.

(b) The Developer expressly reserves the right to assign, transfer, or dedicate from time to time to Abington Township or to any public or private utility or utilities the streets, detention basin, storm sewers, water, system, sewage treatment facilities, telephone, electric, gas, and cable television facilities and any other utilities located on the Property.

9.03. Prohibition Against Subdivision. No Lot shall be subdivided nor shall any Unit be subdivided into more than one Unit or Dwelling.

ARTICLE X. RIGHTS OF MORTGAGEES

10.01. Notice of Owner's Default. The Association shall give the holder of any Eligible Mortgage prompt written notice of any default hereunder by the Owner whose Unit is subject to such Eligible Mortgage if such default is not cured within thirty (30) days after notice by the Association of such default, provided that said holder of the Owner affected has previously given written notice of the address to which such notices should be sent. The Association shall maintain a Register of Eligible Mortgagees containing the addresses so supplied to the Association. The Association shall not be obligated to investigate the accuracy of any such addresses or the existence of an Eligible Mortgage on any Unit.

10.02. Books and Records. Any holder of an Eligible Mortgage shall have the right, at reasonable times and upon reasonable notice, to inspect the books and records of the Association and, until the Developer has conveyed title to the Common Areas of the Association, the books and records of the Developer with respect to the Property.

10.03. Common Area Taxes and Insurance. In the event that the Association shall be in default of any taxes or other charges which may or have become a charge upon the Common Areas or shall have permitted overdue premium payments upon, or the lapse without replacement of, hazard insurance policies carried by the Association, then any mortgagee may, after five (5) days' prior written notice to the Association, pay such taxes, charges or premiums or obtain such replacement hazard insurance, and shall be entitled to immediate reimbursement from the Association for the cost thereof.

10.04. Enforcement. The provisions of this Article X have been included in this Declaration for the benefit of, and are enforceable by, the Eligible Mortgagees as hereinbefore defined. Said Eligible Mortgagees may, without joinder of the Developer, Owners or the Association, elect to waive any or all of the provisions of this Article X.

ARTICLE XI. DURATION AND AMENDMENT

11.01. Duration. The covenants and restrictions of this Declaration shall run with the bind the land, and shall inure to the benefit of and be enforceable by the Association and the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, until December 31, 2012, unless otherwise expressly limited herein, after which time said covenants shall be automatically extended for successive periods of ten years each unless an instrument signed by then Owners of three-quarters of the Units has been recorded, agreeing to terminate said covenants and restrictions.

11.02. Amendments to this Declaration.

(a) Except as otherwise provided in this Declaration or in any applicable law, this Declaration may be amended at any time in the following manner:

(i) Notice of the subject matter of the proposed amendment in reasonable

detailed form shall be included in a notice of any meeting of the Owners held in accordance with the provisions of the By-Laws at which a proposed amendment is to be considered.

(ii) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by Owners entitled to cast not less than twenty percent (20%) of the total outstanding votes of the Association at a meeting duly called for that purpose. Such amendment must be approved by means of an instrument or instruments signed by the Owners entitled to cast not less than sixty-seven percent (67%) of the votes of the Association.

(b) In addition to the requirements set forth in subsection (a) (and except as otherwise provided in subsection (c) below), a proposed amendment must be approved in writing by the holders of at least fifty-one percent (51%) in number of the total Eligible Mortgages on Units if such proposed amendment shall add or amend any material provisions of this Declaration which establish, provide for, govern or regulate any of the following:

- i. Voting;
- ii. Assessments, assessment liens or subordination of such liens;
- iii. Reserves for maintenance, repair and replacement of the Common Areas;
- iv. Insurance or Fidelity Bonds;
- v. Rights to use of the Common Areas;
- vi. Responsibility for maintenance and repair of the several portions of the Property;
- vii. Expansion or contraction of the Property or the addition, annexation or withdrawal of property to or from the Property (other than withdrawals by Developer pursuant to Section 2.03);
- viii. Convertibility of Lots into Common Areas or of Common Areas into Lots;
- ix. Leasing of Dwellings;
- x. Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Unit;
- xi. Any provisions which are for the express benefit of mortgagees, mortgage holders or insurers or guarantors of Eligible Mortgages.

Such holders of Eligible Mortgages shall be deemed to have consented to a proposed amendment unless they give written notice to the Board of their disapproval within thirty (30) days of receipt of written notice of any such proposed amendment.

(c) Notwithstanding the foregoing, unless the holders of at least sixty-seven percent (67%) in number of the total Eligible Mortgages on Units shall have given their prior written approval, the Association shall not be entitled to:

- i. By act or omission change, waive, or abandon, partition, subdivide, encumber, sell or transfer all or any portion of the Common Areas; provided, however, that neither the transfer of title to the Common Areas from Developer to the Association nor the granting of easements for utilities or for public purposes consistent with the intended use of the Common

Areas shall be deemed to be a transfer within the meaning of this subsection;

ii. Change the method of determining the obligation, assessments or other charges which may be levied against an Owner.

iii. By act or omission change, waive, or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the external appearance or the exterior maintenance of structures erected on any Lot and the maintenance of the Common Areas; provided, however, that the reasonable exercise by the Board of Directors or the Architectural Standards Committee of the authority granted to them in this Declaration, including the power to set and to amend rules and regulations and including the review of individual applications for approval, shall not be deemed a change, abandonment or waiver of any scheme of regulations;

iv. Fail to maintain fire and extended coverage on insurable Common Area improvements on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value;

v. Use hazard insurance proceeds for losses to any Common Area improvements for other than the repair, replacement or reconstruction of such improvements.

(d) All amendments made as hereinabove provided shall be evidenced by a written instrument, executed and acknowledged by two officers of the Association, in accordance with this Section 11.02. Such instrument shall become effective upon its recordation. Copies of such instrument shall be sent to each Owner, but delivery of such copies shall not constitute a condition precedent to the effectiveness of such amendment.

11.03. Technical Amendments.

(a) If, in the judgment of the Board of Directors, any amendment is necessary to cure any ambiguity or to correct or supplement any provision of this Declaration which is defective or inconsistent with any other provision hereof, the Board of Directors may effect an appropriate corrective amendment without the approval of any other Owners or Eligible Mortgagees, upon its receipt of an opinion from independent counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, duly executed and acknowledged by appropriate officers of the Board of Directors.

(b) Any such technical amendment shall become effective upon its recordation. Copies of each such technical amendment shall be sent to each Owner, but the delivery of such copies shall not constitute a condition precedent to the effectiveness of such amendments.

ARTICLE XII. GENERAL PROVISIONS.

12.01. Notices. Any notices required to be sent to any Members, Owners, or Eligible Mortgagees under the provision of this Declaration shall be deemed to have been properly sent when hand delivered or mailed postage paid, to the last known address of the person who appears as such Member, Owner, or Eligible Mortgagee on the records of the Association at the time of such mailing.

12.02. Enforcement. The Association, or (after a demand upon the Association that it maintain such action) any Owner, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violation, to require specific performance and/or to recover damages; and against the land to enforce any lien created by these covenants, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Association shall be chargeable to the Owner of the Unit violating these covenants and restriction and shall constitute a lien on the Unit, collectible in the same manner as assessments hereunder.

12.03. Abutting Property Owner Enforcement. The Abutting Property Owners shall have the right to specifically enforce by any proceeding at law or in equity the following restrictions upon the use to be made of the Common Areas.

(a) The Common Areas shall not be developed in a manner other than as approved upon the final plans of the Tall Trees development prepared by Tri State Engineers and Land Surveyors, Inc., dated January 20, 1984, last revised April 5, 1984, and approved by the Board of Commissioners of Abington Township on April 12, 1984.

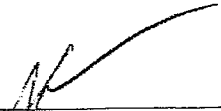
(b) Construction upon the individual lots shall be restricted to the limits prescribed by the applicable ordinances of Abington Township.

12.04. Severability. Invalidation of any one of these covenants or restriction by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.


SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the undersigned, being the President of the Board of Directors of the Tall Trees Homeowners Association, Inc, has executed this Amendment this 13th day of November, 2012.

Tall Trees Homeowners Association, Inc.



Robert Mazer, President



Richard F. Stern, Secretary