

Resolution # 2008-30

TRIANON HOMEOWNERS ASSOCIATION

BYLAWS

AS UPDATED/REVISED 2008

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TRIANON HOMEOWNERS ASSOCIATION

BY-LAWS

The following constitute the By-Laws of Trianon Homeowners Association, a Pennsylvania non-profit corporation.

Article I. Definitions.

1.1 Certain capitalized terms are used herein as they are defined in the Declaration which is, contemporaneously with the adoption of these By-Laws, being made by ~~Kazanjian Builders, Inc., a Pennsylvania corporation, and being joined in by the Association and by the Township of Radnor and being recorded in the Recorder's Office, with a copy of these By-Laws attached as Schedule C thereto.~~

Article II. Membership.

2.1 The Members of the Association are those who meet, at the time of reference, the qualifications for membership set forth in the Articles.

2.2 Each Member shall at all times fully and timely carry out and perform all of the obligations and duties of membership imposed in the Declaration, the Articles, these By-Laws and the Rules and by law and by duly taken actions of the Members or of the Council, and shall fully and timely comply with all the applicable restrictions, covenants and requirements therein respectively set forth in Section 7 and 8 of the Declaration, including without limitation, the full and timely payment of all Assessments made against that Member's one or more Home Lots.

2.3 Each Member shall enjoy all the rights, benefits and privileges granted by the Declaration, the Articles, these By-Laws and the Rules and by law and by duly taken actions of the Members or ~~if the~~ Council, provided that such rights, benefits, and privileges shall be suspended: (a) automatically, during any period when any Assessment against the Member's Home Lot, and any interest, late charge or other related costs or expenses, remain unpaid in whole or in part beyond 30 days from the due date of the Assessment or of any installment thereof, whether or not the Member is personally liable therefore; and (b) during any suspension ordered by the Council pursuant to Section 2.4. A Member's obligations and duties referred to in Section 2.2 shall not in any way be affected or reduce by the suspension of the Member's rights, benefits and privileges, whether during such suspension or thereafter.

2.4 The Council may, for any failure to comply with Section 2.2 that is not otherwise provided for in Section 2.3(a), fine and/or suspend a Member's rights, benefits and privileges for any period that terminates no later than when the failure has been fully cured. Such fine and/or suspension shall require 10 days prior written notice to the member specifying the nature of the failure and an opportunity to be heard before the council. However, fine and/or the suspension shall be immediate if the Council in its absolute discretion considers that the failure presents a clear and present safety danger. In the latter case, the Council shall give the Member prompt written notice of the fine and/or suspension and the reasons therefore and shall provide an opportunity to be heard before the Council within 10 days after the suspension. Should the Member fail to make a correction within a reasonable time as defined by Council, Council may at its discretion institute a monthly fee until the non-compliance has been corrected. If non-compliance continues and the fine not paid on a monthly basis, Council may at its discretion, place a lien against said property or seek other legal remedies. The Member will be liable for all legal fees incurred as a result of Council seeking compliance.

2.5 The Council may from time to time add to the Common Expenses identified in the Declaration and in these By-Laws.

Articles III. Meetings of Members.

~~3.1 The first annual meeting of Members shall be called by the President and held by the earlier of 30 days after the first date on which the Declarant is the fee simple owner of less than 17 Home Lots or October 31, 1987.~~

3.12 The ~~second annual meeting of Members shall be held during the~~ October-November next following the date of the first and an annual meeting shall be held in October of each succeeding year, in each case at such time and place as the Council shall specify. The business at each annual meeting shall be to elect persons to the council, to receive the financial report for the preceding fiscal year pursuant to Section 7.3 and to conduct such other business as may properly come before the meeting. The election of persons to the Council shall be by written, secret ballot. If any annual meeting has not been held within 11 months of the time above specified therefore, it shall be called by the President, the requisite notice shall be given and the meeting shall be held within 30 days after written request therefore has been received by the President from at least 17 Members.

3.23 Special meetings of Members may be called at any time by the council and shall be called and held within 30 days after written request therefore has been received by the President ~~format from~~ at least 17 members.

3.34 Written notice of the time and place of each meeting of Members shall be given to each Member by the Secretary by mail, ~~or hand delivery,~~ or email to the Member's address as shown on the membership list referred to in Section 3.6. Such notice shall be ~~mailed or delivered~~ communicated at least 14 days prior to the ~~first meeting and~~ any annual meeting and at least 5 days prior to any special meeting of Members and shall, in the latter case, also specify the purposes of the special meeting. Notice may be waived in writing before or after the meeting and shall be waived by attendance (except to protest lack of notice.)

3.45 The presence in person or by proxy of at least 17 Members at a meeting of Members shall constitute a quorum and the acts of a majority of the Members present in person or by proxy at a meeting at which a quorum is present shall be the acts of the Members, except in those cases where a greater vote is required by the Ddeclaration, the Articles or these By-Laws, or by law. Any proxies shall be in writing and dated and executed by the Member or the Member's duly authorized attorney in fact, shall be delivered to the Secretary prior to the vote, shall be revocable at any time by written notice to the Secretary and shall expire 11 months after the date thereof, irrespective of any provision therein for revocability or for a longer effective period.

3.56 The Secretary shall maintain a list of the name and addresses of and the number of Home Lots owned of record in fee simple by each Member. The names of the Members shall be the names of the Home Lot Owners of the Home Lots to which the Members' membership interests are respectively appurtenant, as shown in the deed which had created the record fee simple ownership of those Home Lots at the time of reference. The addresses of Members shall be their respective addresses on the Property or such other address as any Member may from time to time have supplied to the Secretary in writing.

The membership list shall determine the persons or entities from time to time entitled to enjoy and to exercise the voting rights and all other rights and privileges of Members. The number of Home Lots shown on the membership list as being owned by each Member shall be the number of votes that each Member

may cast at any meeting or in any unanimous written consent, subject to the provisions Article VI of the Articles.

The membership list shall be continuously updated by the Secretary, by shall be closed for each meeting of Members at the close of business on the fifteenth day next preceding the meeting date.

In cases where a partnership or association is, or more than one fiduciary or tenants in common, joint tenants or tenants by the entireties are the Home Lot Owner, such Home Lot Owner shall designate in writing to the Secretary one or more partners, associates, fiduciaries or tenants as those entitled to exercise the voting rights appurtenant to the Home Lot. That designation shall be reflected on the membership list and shall be controlling until cancelled or superseded by such Home Lot Owner. Such voting rights may not be exercised at any time when such a designation has not been made.

Where a Home Lot is held in a fiduciary capacity, the fiduciary rather than the beneficiary shall be entitled to exercise the appurtenant voting rights.

The membership list shall be kept at the Association's principal office. It (or a copy thereof certified by the Secretary) shall be produced and kept open to inspection throughout each meeting of Members.

3.67 Cumulative voting shall not be permitted in the election of persons to the Council.

3.78 The Members may act by unanimous written consent.

Article IV. The Council.

4.1 The Business and affairs of the Association and the operation and maintenance of the Common Open Space which includes Active Open Space and the Passive Open Space, as shown in the Record Plan shall be managed by a board of three natural individuals who may but need not be Home Lot Owners. Such board shall be known as the Council and shall be the governing body of the Association. The Council shall also have all the powers and duties necessary or appropriate to carry out such operation, maintenance and government, including without limitation: (a) All the powers and duties specifically granted to and imposed upon it by the Declaration, the Articles, these By-Laws and any Rules, and by law and by duly taken actions of the Members. (b) The operation and maintenance of the Common Open Space and the Passive Open Space and of any structures, improvements and watercourses from time to time located thereon, such as the entrance structure, fences, bridges, culverts, storm water disposal facilities, springhouses, walks, paths, swales, dams, ponds and stream beds and any retention basins. (c) The

determination, imposition and collection of all Assessments and the payment of the common Expenses and Passive Open Space Expenses. (d) The power to enter into and to perform under contracts and other written instruments or documents on behalf of the Association. (e) The opening of bank accounts on behalf of the Association and designating and signatories therefor. (f) The power from time to time to adopt Rules, which shall be in addition to the Common Open Space and the Passive Open Space, to set the minimum standards for the maintenance of Home Lots by Home Lot Owners, to implement the Council's powers and duties under the Declaration, Articles and these By-Laws, to establish any penalties for violations by Home Lot Owners or Members of their obligations under those documents and the Rules, to establish fees for the use of specific recreational facilities and for other like matters.

~~4.2 The initial members of the Council shall be the individuals named in the Articles, who shall serve until their respective successors are elected or designated or their respective death, disability, resignation or removal.~~

~~4.3 The Declarant shall have the right to designate, remove and replace one member of the Council until the sooner of the date on which Declarant ceases to be a Home Lot Owner or December 31, 2000.~~

4.24 At each annual Members' meeting, the Members shall elect persons to the Council for terms expiring at the next annual Members' meeting and the election of their respective successors. The number of persons to be elected shall be a minimum of three for a term of one year, two, during the period specified in Section 4.3, and three thereafter.

4.35 Council members elected by the Members may be removed by the Members only: (a) for cause, by a majority of the Members attending a meeting at which a quorum is present and of which the Council member shall have 5 days prior written notice specifying the nature of such cause and at which he or she shall have the opportunity to be heard, and (b) without cause, by the vote of 75% of all the Members (and not just of those attending the meeting.)

4.46 Vacancies occurring between meetings by reasons of death, disability and resignation shall be filled by the remaining Council members or Member. Vacancies due to removal by the Members shall be filled by the Members.

4.57 An Annual organizational meeting of the Council shall be held, without notice, immediately following and at the place of each annual Members' meeting. The Council shall also meet at such other times and places as it or the President may from time to time determine, upon three day's prior written notice stating the time, place and purpose of the meeting. Notice may be waived in writing before or after the meeting and shall be waived by attendance (except to protest lack of notice.)

The physical presence of two members shall constitute a quorum at any Council meeting. The Council may act by a majority of those attending a meeting at which a quorum is present and of which notice has been duly given or served.

One or more persons may participate in a meeting of the Council or any committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, which participation ~~will~~ constitute presence in person at such meeting.

The Council may act by unanimous written consent.

4.68 The Council shall annually determine the estimated net Common Expense and the Assessment-Passive for the next fiscal year and any excess in the Common Expenses and Assessments-Passive theretofore incurred and estimated to be incurred during the balance of the current fiscal year over the Assessments and any other receipts theretofore received and estimated to be received during the balance of the current fiscal year. The Council shall then determine, on the basis thereof, the amount of the total annual Assessment and Assessment-Passive for the next fiscal year. ~~Non Annual Assessment or Assessment-Passive shall exceed the prior year's Assessment or Assessment-Passive by more than the change during the latest available 12-month period in the Consumer Price Index for All Urban Consumers for Philadelphia, or any successor index, without the affirmative vote of any designee of the Declarant then serving on the Council~~ The Council shall promptly notify the Members of each annual Assessment and Assessment-Passive at least 5 days prior to the first day of the next fiscal year. Each annual Assessment and Assessment-Passive shall be paid in ~~such installments and~~ in full by March 15 of the new budget year on such due dates during that fiscal year as shall be specified in the notice of Assessment.

The Council may (with the affirmative vote of any designee of the Declarant then service on the Council) make special Assessments at any time, in such amounts as it deems prudent. Special Assessments shall be payable at the time specified in the notice of the Assessment.

Each Class A Home Lot Owner shall be severally (and not jointly) responsible for 1/58th (?) of each annual Assessment and any special Assessment times the number of Home Lots of which the Member is the Class A Home Lot Owner,

Class B Home Lot Owners shall be severally (and not jointly) responsible for 1/58th of each annual Assessment and any special Assessment times the number of Class B Home Lots of which the Member is the Class B Home Lot Owner. In the event of conversion, the Class B Home Lot Unit Owner, shall be severally (and not jointly) responsible for 1/6th (maximum) – Lot #58 or 1/2 (maximum) – Lot #50 of each annual Condominium Declaration and By-Laws that would be recorded prior to such conversion.

In the event of conversion of Class B Home Lots, the fraction of each annual Assessment and any special Assessment, for which each Home Lot Owner is severally (and not jointly) responsible, shall change but only to a maximum of 1/64th.

Class C Home Lot Owners shall be severally (and not jointly) responsible for 1/58th of each annual Assessment and any special Assessment times the number of Class C Home Lots of which the Member is the Class C Home Lot Owner. In addition, each Class C Home Lot Owner is severally (and not jointly) responsible for 1/6th of each annual Assessment-Passive times the number of Class C Home Lots of which the Member is the Class C Home Lot Owner.

Any Association receipts, such as by way of illustration and not of limitation, fees for services, insurance proceeds and condemnation awards, shall be used to reduce future Assessments.

4.79 The Council shall cause the appropriate officer to issue to any purchaser or mortgagee of a Home Lot a certificate stating to what extent, if any, Assessments, ~~Assessment-Passive~~ and any related interest, late charges, penalties or expenses remain unpaid on the date of such certificate.

4.840 The Council shall maintain such casualty, liability (with not less than \$500,000 coverage), fidelity, workers compensation and other insurance in respect to the Common Open Space and the Passive Open Space and of the business and affairs of the Association as it shall from time to time deem prudent, the cost of which shall be a Common Expense and an Assessment-Passive (respectively). Any insurance proceeds in excess of the amount necessary to restore or compensate for the insured event shall be applied to the reduction of future Assessments and Assessments-Passive. Each Home Lot Owner shall remain responsible for appropriately insuring in respect of his, her or its Home Lot and any residence or other

structures or property thereon and in respect of his, her or its own acts, including without limitations upon or in respect of the Common Open Space and the Passive Open Space.

4.914 Whenever any proceedings are instituted which could result in the temporary or permanent taking, injury or destruction or all or part of the Common Open Space and/or the Passive Open Space, by the Power of or a Power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Council shall be solely entitled to notice thereof and to participate therein. If all or part of the Common Open Space and/or all or part of the Passive Open Space is permanently or temporarily taken, injured or destroyed by the Ppower of or a Ppower in the nature of eminent domain or by an action or deed in lieu of condemnation, the net award or other net proceeds thereof shall be payable to the Council. The Council shall, if appropriate, first use such proceeds to repair or restore the Common Open Space and the Passive Open Space and then shall apply any balance to the reduction of future Assessments. Each Home Lot Owner affected shall remain entitled to any net proceeds attributable to the taking of all or part of his, her or its Home Lot or any buildings and improvements thereon erected.

4.1042 No member of Council shall be compensated for acting as such.

Article V Officers

5.1 The officers of the Association shall be a President, Vice President, Secretary and Treasurer and such other officers and assistant officers as the Council may from time to time specify and elect.

5.2 The President shall be the chief executive officer of the Association, shall preside at all meetings of the Council and of the Members and shall have all powers not herein or by law expressly reserved to the Council or the other officers.

5.3 The Vice President shall have such powers and perform such duties as the President shall delegate and serve as acting President, during the absence or disability of the President. In the absence of both the President and the Vice President, any meeting of the Members may elect its presiding officer.

5.4 The Secretary shall give notice and keep minutes of all meetings of the Council and of the Members and shall have charge of the non-financial books and records, such as the membership list referred to in Section 3.6, and of the seal of the Association.

5.5 The Treasurer shall be the chief financial officer of the Association and shall be responsible for the receipt, deposit and disbursement of the funds of the Association, shall keep and have charge of the

financial records of the Association and shall render annual reports to the Council and the Members on the financial condition of the Association.

5.6 All officers shall be natural persons of full age. The President and the Vice President shall be, and the other officers and any assistant officers may but need not be, members of the Council. Any two (but not more than two) offices may be filled by the same person, except the offices of President and Vice President. All officers and assistant officers shall serve at the pleasure of the Council and may be removed by the Council at any time, with or without cause. The Council shall promptly fill any vacancies in any of the four offices required by Section 5.1. The Council may secure the fidelity of any officers, assistant officer, employee or agent of the Association by bond or otherwise, the cost of which shall be a Common Expense.

5.7 No officer or assistant officer shall be compensated for acting as such.

Article VI Committees.

6.1 The Council may from time to time, by a resolution adopted by a majority of its number, establish one or more committees to exercise such powers and authority of the Council as shall be specified in the creating resolution, except that no committee shall have any power or authority: ~~to annul or repeal these By-Laws or any resolution of the Council; or that is committed by these By-Laws or any resolution of the Council; or that is committed by these By-Laws or any resolution of the Council to another committee.~~ Each committee member and chairperson shall be appointed by the Council and serve at its pleasure. Each committee shall have at least one member who is a member of the Council and is its chairperson.

Article VII. Records and Reports.

7.1 The Association shall at all times keep at its registered office or principal place of business, an original or duplicate: (a) record of the proceedings of the Members and of the Council; (b) copy of the Articles and By-Laws and of the Declaration and the Plan and of any Rules, all as amended to the date of reference, such By-Laws to be certified by the Secretary; (c) the membership list referred to in Section 3.6 and a register giving the name and address of each member of the Council; and (d) appropriate, complete and accurate books or records of account.

7.2 Each Member and purchaser of a Home Lot shall have the right, upon reasonable notice and at reasonable times and intervals, to examine the books and records of the Association at its registered

office or principal place of business. The right of access of mortgagees of Home Lots to such books and records is governed by the Declaration.

7.3 The Treasurer shall prepare or cause the Association's independent certified public accountants to prepare and shall verify and present to the Council annually, ~~not later than May 15 of each year starting with 1986~~ and the Council shall present to each annual meeting of the Members, a report (a copy of which shall be recorded with the minutes of the meeting) showing in appropriate detail: (a) the assets and liabilities (including any trust funds) during the preceding fiscal year; (c) the revenue or receipts of the Association, both unrestricted and restricted to particular purposes, for the preceding fiscal year (including separate data with respect to each trust fund, if any, held by or for the Association); and (d) the expenses and disbursements of the Association, for both general and restricted purposes, for the preceding fiscal year (including separate data with respect to each trust fund, if any held by or for the Association.)

Article VIII. Fiscal Year.

8.1 The fiscal year of the Association shall be as determined from time to time by the Council

Article IX. Seal.

9.1 The Seal of the Association shall be circular and shall have inscribed thereon the name of the Association, its date and state of incorporation and the words "corporate seal".

Article X. Indemnification.

10.1 Each person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the Council, officer or other representative of the Association, or is or was serving at the request of the Association as a director, officer, or other representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Association to the full extent permitted by laws of the Commonwealth of Pennsylvania as in effect at the time of such indemnification. The foregoing right of indemnification shall inure to the benefit of the heirs, successors, personal representatives and assigns of each such person; shall not be exclusive of any other rights of indemnification to which any member of the Council, officer or other representative may be entitled in any capacity as a matter of law or under any by-laws, agreement, vote of the Council, or

otherwise; and shall continue as to each such person who has ceased to be a member of the Council, officer or other representative.

10.2 Any amounts paid under Section 10.10 shall constitute Common Expenses.

Article XI. Offices.

~~11.1 The Association shall maintain one or more offices at the place or places specified in its Articles and from time to time by action of the Council.~~

Article XII. Amendments.

12.1 The Articles and these By-Laws may be amended in part or parts and may be restated in their entirety and new By-Laws may be adopted in accordance with the requirements of applicable law, provided that: ~~(a) any such amendments shall also require Declarant's approval until the earlier of when it first ceases to own 17 Home Lots or December 31, 1989;~~ (a) the action is not inconsistent with any provision of the Declaration or (in the case of the By-Laws) the Articles; and (b) there shall be included in or enclosed with the notice of the meeting a copy of the proposed action or a summary of the changes to be effected thereby.

Trianon Homeowners Documents

Trianon Declarations
AS UPDATED/REVISED 2008

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DECLARATION

This Declaration, made this _____ day of _____
20_08_ by Kazanjian Builders, Incorporation, a Pennsylvania Corporation (the "Declarant"), the fee simple owner of the Property described below, and joined in by Trianon Homeowners Association, a Pennsylvania not-for-profit corporation, and the Township of Radnor (the "Township"), witnesses as follows:

1. Definitions. The following terms, when used in this Declaration, shall have the meanings respectively indicated:

"Articles" and "By-Laws" mean respectively the articles of incorporation and By-Laws of the Association, attached as Schedules B and C hereto, respectively, as the same may have been at the time of reference amended consistently with Section 13 hereof.

"Assessments" means the assessments imposed upon Members of the Association in respect of the Common Expenses pursuant to the By-Laws. The term includes the entire amount of any Assessment payable in installments, even though less than all installments may be due and payable at the time of reference.

"Assessments-Passive" means the assessments imposed upon Class C Home Lot Owners only in respect of the Passive-Common Expenses pursuant to the By-Laws. The term includes the entire amount of any Assessments-Passive payable in installments, even though less than all installments may be due and payable at the time of reference.

"The Association" means the Trianon Homeowners Association, a Pennsylvania not-for-profit corporation, organized on a non-stock basis, the members of which are the home Lot Owners (all Classes) at the time of reference.

"Class Aa Home Lot" means each of the lots of ground (3-32,35,38-49,51-56,57) shown on the Plan at the time of reference, together with any residence or other improvements now or hereafter erected on such lot of ground which now includes the newer homes located at the addresses 4, 8, 12, Chalous Lane (originally part of Lot 58) and 223 & 224 Trianon Ln (originally part of Lot 50).

"Class B Home Lot" refers to the Mansion on Lot means ~~each of the two lots of ground (50, 58 as)~~ shown on the Plan at the time of reference, together with any residence

~~or other improvements, including conversion to condominium units (50 — 2 units; 58 — 6 units now or hereafter on such lot of ground. (I believe 50 was the carriage house which is not three homes. I think 58 is the mansion.)~~

"Class C Home Lot" means each of the 6 lots of ground (33, 34, 36, 37, 1,2) shown on the Plan at the time of reference, together with any residence or other improvements now or hereafter erected on such lot of ground. Class C Home Lots are contiguous to a Passive Open Space. (There is also 9-10 and 44-45 so we will have to verify this.)

"Class A Home Lot Owner" means the natural individual, corporation, partnership, association, fiduciary or other legal entity that owns a Class A Home Lot of record in fee simple at the time of reference, or the group of two or more thereof that then so own a Class A Home Lot as tenants in common, joint tenants or tenants by the entireties. ~~The Declarant shall, until the date of the conveyance thereof to the first Class A Home Lot Owner other than the Declarant, be the Class A home Lot Owner of each of the Class A Home Lots. As such, the Declarant shall have all the rights and obligations of a Class A Home Lot Owner in respect thereto.~~

"Class B Home Lot Owner" means the natural individual, corporation, Partnership, association, fiduciary or other legal entity that owns a Class B Home Lot (or Unit) of record in fee simple at the time of reference, or the group of two or more thereof that then so own a Class B Home Lot (or Unit) as tenants in common, joint tenants or tenants by the entireties. ~~The Declarant shall, until the date of the conveyance thereof to the first Class B Home Lot (or Unit) Owner other than the Declarant, be the Class B Home Lot (or Unit) Owner of each of the Class B Home Lots (or Units). As such, the Declarant shall have all the rights and obligations of a Class B Home Lot (or Unit) owner in respect thereto.~~

"Class C Home Lot Owner" means the natural individual, corporation, partnership, association, fiduciary or other legal entity that owns a Class C Home Lot of record in fee simple at the time of reference, or the group of two or more that then so own a Class C Home Lot as tenants in common, joint tenants or tenants by the entireties. ~~The Declarant shall, until the date of the conveyance thereof to the first Class C Home Lot other than the~~

~~Declarant, be the Class C Home Lot Owner of each of the Class C Home Lots. As such, the Declarant shall have all the rights and obligations of a Class C Home Lot Owner in respect thereto.~~

"Common Expenses" means the expenses of the operation and maintenance of the Common Open Space, including without limitation the grassed, treed and shrubbed areas, the entrance structures, any fences, culverts, storm water disposal facilities, springhouses, walks and paths, swales, pond, stream bed, dam and retention basins thereon, and the expenses of the Council in managing the affairs of the Association and in other wise exercising it's powers and duties hereunder, and all expenses declared to be common by this Declaration or pursuant to the By-Laws.

"Common Open Space" means all the Property, except for the portions thereof comprising all the Classes of Home Lots and portions thereof deemed Passive Open Space, an any improvements now or from time to time hereafter erected thereon.

Common Open Space is comprised of areas F, G, & H, as shown on the Record Plan and also includes what is referred to as Active Open Space which exists between home lots 6&7; 9&10; 19&20; and 43&44.

"Council" means the body which has in the Articles and By-Laws been vested with the management of the business and affairs of the Association.

~~"Declaration" means those who meet, at the time of reference, the qualifications for membership in the Association set forth in the Articles. (?)~~

"Passive Open Space" means the Property as marked on the Plan, which is limited in use to Class C Home Lot Owners of Class C home Lots contiguous to such Passive Open Space.

"The Plan" means the plan prepared by Momenee-King Associates entitled "Subdivision Record Plan" made for Kazanjian Builders, Inc. dated 10/22/84, last revised 12/28/84, which has been approved by the appropriate authorities of the Township and which is being recorded contemporaneously herewith in the Recorder's Office, as the same

may have been amended pursuant to Section 13 hereof at the time of reference. The Plan describes the Common Open Space, the Passive Open Space and all Home Lots.

"The Property" means the real property situate in Radnor Township Delaware County, Pennsylvania and described on Schedule A hereto in accordance with the Plan. The Property consists of the aggregate of the Common Open Space, Passive Open Space and all Home Lots.

"The Record's Office" means the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania.

"The Rules" means any rules with respect to the use and maintenance of the Common Open Space, the use and maintenance of the Passive Open Space, the minimum standards for the maintenance of Home Lots and like matters, as may have been adopted by the Council pursuant to the By-Laws at the time of reference.

2. Effect of this Declaration and the Persons Bound Hereby.

The administration, operation, regulation and management of the Property shall be governed by this Declaration.

The rights, covenants, obligations, duties, benefits, easements and regulations created, declared and contained in the Declaration shall benefit and bind the Property and the Declarant, each Home Lot Owner (all Classes), the Council, the Association, all purchasers, lessees, users, mortgagees and lien holders of the Home Lots, of the Common Open Space and the Passive Open Space, and the Township, and their respective agents, employees, independent contractors, heirs, successors, personal representatives and assigns, and shall at all times hereafter be appurtenant to, affect and run with each and all of the Home Lots and all and every part of the Common Open Space and Passive Open Space. ~~However, the rights and obligations specifically vested in the Declarant by this Declaration or the Articles or By-Laws shall not benefit or bind purchasers of Home Lots from the Declarant, except to the extent that the conveying document to a successor Declarant may so state, nor benefit nor bind the Association as grantee of the Common Open Space and Passive Open Space, except as in this Declaration or in the Articles or By-Laws specifically provided.~~

Every deed, lease, mortgage or other instrument conveying, leasing, mortgaging or in any way affecting title to or any interest in any one or more Home Lots, or all or any part or parts of the Common Open Space, or all or any part or parts of the Passive Open Space, shall be under or subject to this Declaration and to the rights, covenants, obligations, duties, benefits, easements and regulations herein created, declared and contained as fully as though the same were therein fully recited and set forth in their entirety. All present and future owners, mortgagees, lien holders, lessees and users of the Home Lots, the Common Open Space and the Passive Open Space, the acceptance of any such lease, deed mortgage or other such instrument, or the act of occupancy or use of the Property or of such facilities of the Property, shall constitute an agreement to be subject hereto and bound hereby, and an acceptance and ratification of this Declaration.

This Declaration is not intended to create any rights or obligations and in the Public at large or in any other person or entity than those above specifically mentioned.

3. Common Open space and Passive Open Space. The Declarant shall, prior to Conveying any Home Lot to another, convey to the Association fee simple title to the Common Open Space and the Passive Open Space. That conveyance shall be under and subject to this Declaration and to the Plan and to all easements, restrictions, rights-of-way and the like herein or therein set forth, and to any easements or roads, utility lines, storm sewers, sanitary sewers, culverts, and the like hereafter created and any changes in the lines hereafter effected consistently with the provisions of this Declarations.

So long as this Declaration remains effective, the Common Open Space and the Passive Open Space shall not be subdivided or subject to partition or sale for division (either voluntary or involuntary by either Judicial or non-judicial action) nor shall any part thereof or interest therein be sold, leased or otherwise disposed of, except for the following dispositions, which can be made free and clear of the terms of this Declaration:

(a) Dispositions, when approved by the Association (~~and the Declarant, if it is then a Home Lot Owner~~) of all the Common Open Space and the Passive Open Space to an appropriate governmental body or to any conservancy or other similar nonprofit public interest body or, subject to approval by the appropriate agencies of the Township, to any

other person or entity or group which shall covenant to own or operate the Common Open Space and Passive Open Space consistently with this Declaration.

(b) By condemnation or deed in lieu of condemnation.

(c) As permitted by Section 5 of this Declaration. (deleted)

(d) Dispositions of any part of or interest in the Common Open Space and Passive Open Space, that have been approved by the Township, the Association (by the affirmative vote of 75% of all of the Members thereof, and not just of those attending the meeting) and by the Declarant, if it is then a Home Lot Owner.

Pursuant to the provisions of Articles 135-86 and 135-94 of the Radnor Township Zoning Ordinance, as amended to the date of this Declaration, dealing with common open space areas, it is hereby declared and covenanted that the Common Open Space: (i) shall be used only for grassland and woodland conservation, stream and pond and any retention basins, walks, paths, recreational use by the Home Lot Owners or other open space purposes and shall contain no structure (excepting structures related to recreational or maintenance uses) other than fences (none of which will be opaque), culverts, springhouses, and structures related to entrances, and to the sanitary and storm sewer, public water and utility supply, and like systems; and (ii) shall not be disposed of by sale or otherwise except as permitted by the preceding paragraph. It is also hereby declared and covenanted that the use of the Passive Open Space will conform to (i) and (ii) above, excepting that recreational use of said areas will be limited to the Class C Home Lot Owner contiguous to a Passive Open Space.

The use of the Common Open Space and the Passive Open Space shall be further subject to such rules as the Council may from time to time adopt pursuant to the By-Laws.

4. Home Lots.

(a) Class A and Class C Home Lots may be improved or used in each case only as open space or for one single family, detached, residential improvement or use;

(b) Class A and Class C may not be subdivided into two or more lots nor may two or more Class A or Class C Home lots be combined into a fewer number of Home Lots

(provided that this shall not prevent Declarant from making changes in title lines separating Home Lots owned by the Declarant);

~~(c) Class B Home Lots may be subdivided into additional lots for single family dwelling construction—Class B Home Lots may be used for single family, with the approval of the Radnor Township Board of Commissioners, detached, residential use;~~

~~Note: Tthe original existing structure on Lot 50 has been may be subdivided/converted to two (2) units; the existing structure on 58 may be converted to six (6) units. Lot 58 has been subdivided into 4 lots; the Mansion remains as Lot 58 with the other three lots located on Chalous Lane (4, 8, & 12 Chalous Ln.) In the event of such conversion to residential condominiums, a separate Declaration and By-Laws would be recorded for the condominiums. In addition, Class B Home Lots, until conveyance by the Declarant to a legal entity other than the Declarant, may be in part be deemed open space. Class B Home Lots may not be subdivided into additional lots for single family dwelling construction without the approval of the Radnor Township Board of Commissioners.~~

(d) All Home Lots may, where held in joint tenancy or tenancy in common, be the subject of partition, or of a sale for division (either voluntary or involuntary, by either judicial or non-judicial action) but not of a physical partition into two or more lots (or units, in the case of condominium conversion).

Home Lots may be left unimproved. One single family detached residence may be erected on two or more Class A and Class C Home Lots, in which case the number of Home Lots shall not be reduced and the owner thereof shall have the rights and obligations appurtenant to the ownership of that number of Home Lots.

The interests, easements and rights of Class A, Class B (if not converted) and Class C Home Lot Owners under this Declaration relating to the Common Open Space and Passive Open Space and any other Home Lot and the right of Membership in the Association which is appurtenant to each Home Lot, as provided in the Articles, may not be separated from the Home Lot to which they pertain. Accordingly, they may not be separately assigned, transferred, conveyed, leased or encumbered with the Home Lot, even though such interest, easement or right is not expressly

referred to or described in the deed, lease, mortgage or other instrument. In the case of Class B Home Lot conversion, the number of units will increase the number of Association Members by the number of units (not to exceed an additional six members); such Members will be bound by the above.

5. Improvements by Declarant. No longer applicable! ~~The Declarant intends to cause to be completed on the Property, in appropriate stages, the interior roads, cul-de-sacs, curbs, lighting, sanitary sewers and storm water disposal system shown on the Plan, at the approximate locations thereon indicated, and appropriate public water and utility and television signal supply systems. Declarant, for itself and for any public utility or municipal body or television signal supply company involved, and for its or their respective agents, employees and independent contractors, retains all necessary or desirable easements over the Common Open Space, the Passive Open Space and all Home Lots to do so and for the existence and maintenance and use thereof.~~

~~Declarant reserves the right to dedicate or grant to the appropriate municipalities, municipal bodies and public utilities and television signal supply companies:~~

~~(a) the portions of the Property within the right-of-way lines of any and all existing or plotted streets shown on the Plan, other than the existing drives serving buildings now on the Property, and within any easements shown on the Plan and such other portions of the Property as Declarant in its absolute discretion deems appropriate, provided, in the last case that the same shall not materially and adversely affect the use of any improvements then erected or being erected on a Home Lot not owned by the Declarant; and~~

~~(b) any and all of such new sanitary sewers, storm water disposal systems and public water and utility and television signal supply systems.~~

~~Declarant reserves the right to make changes in the title lines dividing one or more Home Lots then owned by Declarant from the adjoining Common Open Space, Passive Open Space or other Home Lot and to change the location, size and permitted use of any part of the Common Open Space and Passive Open Space or any easement over any part of the Property, to the extent that the Declarant may in its judgment deem necessary or desirable in connection with the improvement~~

~~and development of the Property contemplated by this Declaration. However, the Common Open Space shall not be substantially reduce in acreage or utility and no such change shall interfere with access to any Home Lot or with reasonable use of the Common Open Space by the Home Lot Owners.~~

6. Changes in and use of the Property by the Declarant. No longer applicable

~~Notwithstanding any other provision of this Declaration, until the first day on which the Declarant shall not be in title to any Home Lot, the Declarant may:~~

~~(a) Make appropriate changes to the Property, such as without limitation, removing trees, shrubs, rocks, and the like and cutting and filling and otherwise changing grades, contours and drainage.~~

~~(b) Use the Property for any appropriate purpose, such as without limitation, the use and storage of construction equipment and materials, maintenance of a construction office and sales office, the use of one or more sample residences on Home Lots and the use of appropriate signs.~~

~~However, no such changes or uses shall be made in respect of Home Lots which have been transferred by the Declarant to others and have not been reacquired by the Declarant at the time of reference. Such changes and uses shall be those that are consistent with the development and improvement of the Property as contemplated by Section 5 and with the sale of Home Lots and the construction of buildings and improvements thereon.~~

7. Architectural Control; Prohibited Uses. In order to insure harmonious and efficient development and maintenance of the Property, both at the time Home Lots are initially improved as well as thereafter, no structure shall be erected or remodeled or altered or added to and no trees in excess of 12" in diameter 106' above the ground and no masses of smaller trees or shrubbery shall be removed and no grades shall be materially altered on any Home Lot by any person or entity other than Declarant, except in accordance with structure and landscape plans which have been submitted to and approved by Declarant (or the Council, after all the Home Lots have been conveyed by the Declarant or its successors or assigns, to the first owner thereof other than Declarant). The term "structure" includes but is not limited to any dwelling; garage; swimming pool; wall; fence; hedge or

screening; accessory building; playscape, poles, wires and cables; statues; sculptures or bathsjacuzzis; and signs other than professional signs ~~(doctor, lawyer or the like)~~ or "for sale" or "for rent" signs permitted by applicable zoning ordinance. Swimming pools are expressly forbidden.

Such approval may be withheld or conditioned in the absolute discretion of the Declarant ~~(or the Council, after all the Home Lots have been conveyed by the Declarant or its successor or assigns, to the first owner thereof other than Declarant)~~ and shall relate, without limitation, to the following: general and specific architectural style and details; siting of the structure, including its relation to other structures, setbacks and garage locations, including garage door openings; roof pitch, style and color; paint colors for trim and doors & stucco; courtyard areas; patios; trees and shrubs to be cleared; ~~final lot~~ gard; locations and type of all windows, doors and other apertures; ~~shade~~; mail boxes; exterior lights and posts; antennas; towers or similar devices; exterior walls; roof; window; door and other exterior materials and colors.

Such plans shall be submitted in duplicate, except in the case of approvals by operation of the following sentence, the legally effective evidence of the approvals required hereby and of any conditions thereto shall be a written notation of approval (starting any conditions thereto, signed by Declarant ~~(or the Council, as the case may be)~~) on the set of said plans returned to the applicant. Such plans shall be deemed to have been approved by Declarant ~~(or the Council, as the case may be)~~ unless it shall mail to the applicant, within 30 days of its receipt of the plans, written notice of disapproval, provided that the only legally effective evidence of such receipt thereof by Declarant ~~(or the Council, as the case may be)~~ shall be an official Postal Service receipt for certified or registered mail or other written receipt duly executed by ~~on behalf of Declarant (or the Council, as the case may be).~~

No Home Lot Owner shall place or shall permit to be placed on his Home Lot or in the street in front of his Home Lot any vehicle, trailer, boat or the like, other than a passenger automobile or van, motorcycle or bicycle, except entirely within the confines of an enclosed garage. Dumpsters, storage units or other oversized containers require permission of council. Trash, garbage and refuse shall not be burned or stored outside (except awaiting normal pick-up, in appropriate containers and

at appropriate locations on the Home Lot.) No activity which, in the judgment of the Council, is noxious or offensive to other Home Lot Owners shall be permitted.

8. Maintenance and Repair of the Property. Each Home Lot owner shall keep his Home Lot, including any buildings, courtyards, patios ~~swimming pools~~ driveways, mailboxes, perimeter fencing. ~~Fences,~~ landscaping, grass and other ground cover, stream beds or other improvements or structures or conditions from time to time located thereon in a good state of preservation, repair, neatness and cleanliness. The Home Lot Owner shall provide such landscaping as shall be necessary to screen from view, from the Common Open Space, Passive Open Space and other Home Lots, any exterior attached or detached structures, equipment or facilities, such as air-condition condensers, ~~trash containers, storage sheds~~ and the like that may be permitted by Declarant ~~(or the Council, as the case may be)~~ pursuant to Section Section 7.

Each Home Lot Owner shall be responsible for all utility lines and services serving only his Home Lot (or his and other but less than all other Home Lots), alone or jointly with any other Home Lot Owner or Owners benefited thereby. If any Home Lot Owner fails to effect the maintenance required hereby the Association may do so, on 20 days' written notice save in emergencies in which case written notice is waived. In that event, the cost thereof (plus such standard service charge as the Council may from time to time elect to impose in such cases) shall be billed to the Home Lot Owner. The cost so billed shall be deemed to be part of such Home Lot Owner's share of the Assessments for purposes of Section 11 of the Declaration.

The Council may from time to time elect to provide for each Home Lot Owner lawn maintenance and leaf removal for accessible lawn areas and snow removal from drives following snowfalls in excess of the minimum depth specified by the Council. However, lawn maintenance need not be supplied to any Home Lot until the Home Lot Owner has established the lawn to any minimum standards for lawns specified by the Council. The Council may also perform such additional services for such Home Lot Owners as may from time to time be approved by the Members or the Class of Home Lot Owners to receive and pay for such services. The cost of all such services (plus such standard service charge as the Council may from time to time elect to impose in such cases), shall be billed to the benefited Home Lot Owner or Home Lot Owners. The

Costs so billed shall be deemed to be a part of such Home Lot Owner's or Home Lot Owners' share of the Assessments for purposes of Section 11 of this Declaration.

The Association shall be responsible for the operation, management, repair, maintenance and restoration of the Common Open Space and the Passive Open Space. That obligation shall extend to any fences, culverts, storm water disposal facilities, springhouses, walks, paths, swales, dams and other structures, improvements and watercourses from time to time located thereon, including without limitation the entrance structure, pond and stream bed and any retention duties in any instance, the Township may perform them. In that event the Township, upon 30 days written notice to the Association and provided that the Association shall not have performed or commenced to perform such duties within that 30 day period, shall, in accordance with the provisions thereof, have the powers of the Council set forth in Section 11 to assess, collect and assert liens in respect of its reasonable costs incurred in such performance.

~~The Association may (with the approval of the Declarant, until the earlier of when it first ceases to own 17 Home Lots or December 31, 1989) THA may~~ construct such improvements on the Common Open Space as may be approved by the affirmative vote of 51% of all its Members (and not just those attending the meeting.)

9. Easements. Each Home Lot Owner and his guests, invitees and employees shall have easements, in common with ~~the Declarant and other~~ Home Lot Owners, to use all portions of the Common Open Space for the purposes for which they are intended. Each Class C Home Lot Owner and his guests, invitees and employees shall have easements, in common with the Declarant, to use all portions of the Passive Open Space contiguous to his Class C Home Lot for the purposes for which they are intended. This shall include the right to use all facilities and improvements thereon, such as, without limitation, any present or future roads, walkways and bridges and any public or private water and utility supply systems and sanitary and storm sewer systems service his Home Lot at the time of reference, alone or in common with others, as well as an easement across any other Home Lots crossed by any such systems so serving his Home Lot.

The Association and its employees and independent contractors shall have an easement across each Home Lot to the extent necessary, in its reasonable judgment, to perform its maintenance functions under Section 8.

The AssociationDeclarant, its employees and independent contractors shall have easements across the Common Open Space and the Passive Open Space and each Home Lot to the extent necessary, in its reasonable judgment, to perform its obligations and enjoy its rights under this Declaration.

The foregoing easements shall run with the land. All of such easements burdening the Common Open Space/Active Open Space and Passive Open Space may be subordinated to the lien of any mortgage placed from time to time against all or any part of the Common Open Space and of the Passive Open Space by the AssociationDeclarant or the Council. However, all of such easements burdening Home Lots shall be superior to the lien of any mortgage placed from time to time against any Home Lot, ~~other than by the Declarant.~~

~~10. Courtyard Areas. The Declarant may (but need not) include, in the first deed of any one or more Home Lots to another owner, a restriction and easement, in favor of the owner of a contiguous Home Lot, to the effect that the three foot strip of land described in said deed which is contiguous to the property line of the benefited Home Lot shall remain open and shall contain no structure, thing or planting, including without limitation any deck, patio, wall, fence, air conditioning condenser, storage shed, trash container, pool, tennis court, tree, shrub or other planting except grass or another suitable ground cover.~~

~~Each Home Lot Owner whose Home Lot is benefited by such a restriction and easement shall at all times keep and maintain such strip and the grass or any other ground cover thereon in a neat condition. Each Home Lot Owner whose Home Lot is burdened by such a restriction may use the strip only for support and as may be necessary to maintain his residence and Home Lot.~~

Such easements shall run with the land and benefit and bind heirs, successors, personal representatives and assigns of the affected Home Lot Owners.

11. Assessments. Each Assessment shall bear interest, at the lower of 15% or the highest rate permitted by law at the time of reference, and shall be subject to a late charge of 10%,

from the 30th day after that date on which the Assessment, or any installment thereof, shall fall due. The Assessment and any interest and late charge shall constitute a lien and an *in rem* charge against the Home Lot to which it relates.

Where a default is made in the full and timely payment of any one or more but less than all of the installments in which an Assessment may be payable, the Council may elect to accelerate the due date of the balance of the installments.

Any delinquent Assessment, together with accrued interest and late charges, may be enforced by suit by the Association, in an action in *assumpsit* law, which shall be indexed by the prothonotary as *lis pendens* and/or to enforce or foreclose the aforesaid lien and charge, and the Association shall give any and all other remedies available at law or in equity. All of the foregoing remedies shall be cumulative and may be pursued separately or together. Any failure to exercise any right or remedy shall not be deemed a waiver thereof.

Each Home Lot Owners, by accepting title to a Home Lot subject to this Declaration, agrees that, on failure to pay any such Assessment or installment when due, the Association by its attorney is empowered to enter a copy of this Declaration, certified by an officer of the Association to be true and correct, together with that officer's affidavit to the effect that the defendant is a Home Lot Owner subject to the provisions hereof, in any court having jurisdiction and there to confess judgment in favor of the Association and against the delinquent Home Lot Owner for the amount of any delinquent Assessments, plus interest and late charges as aforesaid, costs and a 15% attorney's fee.

Any judgment against a Home Lot Owner shall be a lien against his Home Lot, enforceable as provided by law.

The delinquent Home Lot Owner shall be obligated to pay all expenses of the Association, including attorney's fees, incurred in the collection of the delinquent Assessment by legal proceedings or otherwise, which expenses shall be deemed collectible as such.

Additionally, the Association may withhold from any Home Lot Owner who is delinquent in the payment of Assessments any and all services to be rendered to that Home Lot Owner by the Association pursuant to this Declaration or the By-Laws.

Upon any sale, conveyance other transfer of a Home Lot, by gift, operation of law or otherwise, the grantee or transferee shall be jointly and severally liable with the grantor or transferor for all unpaid Assessments which under this Declaration are a charge against the Home Lot, as of the date of the sale, conveyance or transfer. However, such joint and several liability shall be without prejudice to the grantee's or transferee's right to recover from the grantor or transferor the amount of such unpaid Assessments which the grantee or transferee may pay. Until any such Assessments are paid, they shall continue to be a charge against the Home Lot which may be enforced in the manner herein set forth.

A seller shall not be entitled to any refunds of Assessments paid but rather the same shall be apportioned between the seller and the purchaser. A purchaser under a written agreement to buy a Home Lot shall be entitled to receive from the Association on demand a statement of Assessments unpaid as at the date of settlement for such purchase. Such purchaser shall not (and his seller shall) be liable for any amount not shown thereon, subject to the last paragraph of this Section 11. The new Home Lot Owner, not the former Home Lot Owner, shall be liable for any Assessments made after the date of transfer of title to a Home Lot or any installments under any prior Assessments made after the date of transfer of title to a Home Lot or any installments under any prior Assessment that fall due thereafter, even though the expenses for which the Assessment is or was made relate in whole or in part to any period prior to that date.

In the event that title to a Home Lot is transferred at sheriff's sale pursuant to execution upon any lien or judgment against the Home Lot, the Association shall give notice in writing to the sheriff of any unpaid Assessments which are a charge against the Home Lot and which have not theretofore been reduce to judgment and lien pursuant hereto. Such unpaid Assessments shall be paid out of the proceeds of the sale prior to the distribution of any balance to the former Home Lot Owner against whom the execution was issued. The purchaser at such sheriff's sale shall not be liable for unpaid Assessments which became due prior to the sheriff's sale of the Home Lot. Any such unpaid Assessments which cannot be promptly collected from the former Home Lot Owner shall be reassessed by the Association as a Common Expense to be collected from all of the Home

Lot Owners, including the purchaser who acquired title at the sheriff's sale, his successors and assigns.

The lien for Assessments shall be ~~prior~~ superior to any mortgage placed by a Home Lot Owners (~~other than Declarant~~) against any Home Lot. No Home Lot Owner may avoid liability for Assessments by waiver of the right to use the Common Open Space or any part thereof, by waiver of the right to use the Passive Open Space or any part thereof (Class C Home Owners only) or by abandoning the Home Lot or otherwise whatsoever nor shall such liability be avoided or abated by any interruption in such right or use for whatever reason or cause.

In all cases where all or part of any Assessments cannot be promptly collected from the persons or entities liable therefore under this Declaration, the Association shall reassess the same, without prejudice to its rights of collection against such persons or entities.

12. Mortgages. Any mortgage affecting a Home Lot or any other part or all of the Property and the obligations secured thereby and other instruments securing the same shall automatically and without further act or deed by under and subject to the terms and conditions of this Declaration. Each holder of a first mortgage on a Home Lot who shall supply to the Association his name and address and a true copy of his mortgage shall be entitled to the following rights:

(a) To receive, contemporaneously with his mortgagor, a copy of any written notice from the Association of any default by his mortgagor under this Declaration or the By-Laws and an opportunity to cure that default with 5 working days thereafter.

(b) To have priority over the mortgagor, if the mortgage so provides, as to any distribution to Home Owners of insurance proceeds or condemnation awards relating to the Common Open Space and/or the Passive Open Space and not used to restore any related damage thereto.

(c) On reasonable notice and at reasonable times and intervals, to examine the books and records of the Association at its principal office for purposes relevant to his position as mortgagee.

(d) To pay, alone or together with other mortgagees, taxes or other lienable charges against the Common Open Space which are in default and are not being contested

in good faith by the Association and have become a charge against the Common Open Space and/or Passive Open Space and, in that case, to be immediately reimbursed by the Association.

13. Amendments to the Declaration, the Plan, the Articles and the By-Laws. Except as otherwise provided in this Section 13, the Declaration and the Plan may be amended from time to time only by the affirmative vote of 51% of all of the members (and not just those attending the meeting), ~~provided that any such amendments shall also require Declarant's approval until the earlier of when it first ceases to own 17 Home Lots or December 31, 1989.~~ However, no such amendment shall make any material change in the Plan in respect of any Home Lot then owned other than by the Declarant, unless the affected Home Lot Owner shall join in the amendment, or be materially inconsistent with the zoning, subdivision or other applicable ordinances or approvals ~~obtained unless governmental authority is first obtained and reflected in the amendment.~~ The Declarant or Any other person owning more than one Home Lot at the time of reference shall have one Member's vote per Home Lot owned (if conversion takes place on Class B Home Lots, each unit owner will have one vote per unit owned).

The Township shall be given written notice of any amendment pursuant to the preceding paragraph. Such amendment shall not become effective if the Association receives from the Township, by certified or registered mail, return receipt requested, written notice of disapproval within 30 days thereafter. The Township's right of disapproval shall relate only to amendments which affect the maintenance, operation, use and disposition of the Common Open Space, the Passive Open Space, and to any other amendments which would materially and adversely affect its interest. Any notice of disapproval shall state with particularity the reasons therefore. The Township's right of disapproval shall not be unreasonably exercised.

~~However, in the case of two classes of amendments, the Declarant (so long as it owns at least 17 Home Lots) or the Council (thereafter) may effect an appropriate amendment to this Declaration or to the Plan with the approval of the Members or of any mortgagees, lienholders or the Township. The first such class covers any amendments necessary to reflect any change in the lines between two Home Lots owned by Declarant, as permitted in Section 4, or between a Home Lot~~

~~owned by the Declarant and the adjoining Common Open Space, or between a Home Lot owned by the Declarant and the adjoining Passive Open space, as permitted by Section 5. The second covers any Any amendments which are necessary in the judgment of the Declarant or the Council, as the case may be, to cure any ambiguity or to correct or supplement any provision of this Declaration or of the Plan which is incorrect or defective or which is inconsistent with any other provision hereof or thereof. However, in the case of amendments to this Declaration, such amendments may be made only upon receipt of an opinion of counsel to the effect that such proposed amendment is permitted by the terms of this sentence or in the case of amendments to the Plan, only upon receipt of an opinion of a registered architect or licensed professional engineer to like effect.~~

~~Each amendment permitted by this Section 13 shall be effective upon the recordation in the Recorder's Office of an appropriate instrument reciting that this Declaration and/or the Plan is to be amended in accordance therewith, duly executed and acknowledged on behalf of the Declarant or the Council, as the case may be.~~

~~The Articles and By-Laws may be amended from time to time as therein and by law permitted but not in any way that is inconsistent with this Declaration, as amended at the time of reference, and in the event of any inconsistencies, this Declaration shall prevail. Any such amendments shall also require Declarat's approval until the earlier of when it first ceases to own 17 Home Lots or December 31, 1989. Such amendments may be recorded in the Record's Office by the Council or by the Declarant (as long as it is a Home Lot Owner), but such recordation shall not be a condition to the effectiveness of any such amendment.~~

14. Effective Date; Termination. This Declaration shall become effective when it shall have been duly entered of record in the Record's Office. It shall remain effective until the date, following the erection or residences on at least 90% of the Home Lots, that at least 90% of the Home Lots shall cease to be used for residential purposes, ~~unless sooner terminated by the Declarant, pursuant to this Section 14,~~ or by a suitable instrument of termination executed and acknowledged by all the Home Lot Owners and the Township and duly recorded in the Recorder's Office. ~~The Declarant reserves the right, by recording a suitable instrument of termination in the Recorder's Office to terminate the effectiveness of this Declaration absolutely at any date prior to the date on~~

which the deed conveying the first of the Home Lots from the Declarant to the first Home Lot Owner other than the Declarant is recorded in the Recorder's Office.

15. Notices. All notices hereunder may be sent by email, mail, post paid, addressed as follows:

~~(a) To the Association or the Declarant, at 16 Haymarket Lane, Bryn Mawr, Pennsylvania 19010, or at such other address as the Association or the Declarant may from time to time designate by written notice at each other and to all Home Lot Owners.~~

(ab) To the Home Lot Owners, at their respective addresses on the Property or at such other addresses as they may from time to time designate by written notice to the Association and the Declarant and are shown on the membership list called for by the By-Laws.

(bc) To the Township at 301 Iven Avenue, Radnor, Pennsylvania, 19087-5297.
(New address needs to be added.)

All notices shall be deemed to have been given when so mailed sent, except notices of change of address and disapproval of amendments shall be deemed to have been given when received.

16. Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

17. Invalidity, Noncompliance and Waiver, Severability. If any provisions of this Declaration are determined to be invalid, the determination shall not affect the validity or effect of the remaining provision hereof, all for of which shall continue in effect as if such invalid provisions had not been included here.

Failure or any threatened failure to comply with this Declaration shall be grounds for an action for the recovery of damages (including the costs of the Council's taking any action necessary to correct or remedy any such failure, or for injunctive relief (including, without limitation, to prevent or abate any threatened or actual violation of the development controls and maintenance requirements and easements set forth in Sections 7, 8, 9 and 10 hereof), or both. Such actions shall

be maintainable by the Council in its own right and/or as agent for and on behalf of the Association and the Home Lot Owners or, in a proper case, by any Home Lot Owner aggrieved by any such noncompliance.

No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure, single or repeated, to enforce the same.

Invalidation of any one or more of the provisions of this Declaration by any court action shall not affect the validity of any other provision hereof.

18. Recording. This Declaration shall be recorded in the Recorder's Office.

IN WITNESS WHEREOF, the Trianon Homeowners Association ~~Declarant (who should be here if not Declarant)~~, intending to be legally bound, has caused this Updated/Revised of the Declaration to be duly executed- the day and year first above written and the Association and the Township have as of such day and year joined in this Declaration.

Attest:
HOMEOWNERS ASSOCIATION
_____ [Corporate Seal]

KAZANJIAN BUILDERS, INC. TRIANON

Secretary

By: _____
President

Attest:
_____ [Corporate Seal]

TRIANON HOMEOWNERS ASSOCIATION

Secretary

By: _____
Vice president President

Attest:
TOWNSHIP
_____ [Corporate Seal]

TOWNSHIP OF RADNOR

Secretary

By: _____
President