

# Amended Declarations of Covenants, Conditions and Restrictions Wedgwood Estates Community Association

Following is a true and accurate reprint of the Declarations of the Wedgwood Estates Community Association.  
To obtain a copy of the original print, contact the Association.

This DECLARATION, made on the date hereinafter set forth by WEDGWOOD ASSOCIATES, a Pennsylvania Limited Partnership (hereinafter referred to as "Developer").

## WITNESSETH

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was executed by Developer on September 9, 1975 and recorded in the Office for the Recording of Deeds in and for Chester County, in Miscellaneous Book 296, page 196 etc.; and

WHEREAS, Developer desires to amend said Declaration of Covenants, Conditions and Restrictions in certain respects; and

WHEREAS, the amended Declaration of Covenants, Conditions and Restrictions is set forth in full herein; and

WHEREAS, Developer is the owner of certain property in Caln Township, County of Chester, Commonwealth of Pennsylvania, which is more particularly described in Exhibit "A" attached here to and made part hereof,

NOW THEREFORE, Developer hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title of interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I DEFINITIONS

Section 1. "Association shall mean and refer to WEDGWOOD ESTATES COMMUNITY ASSOCIATION, it's successors and assigns.

Section 2. .....to the record owner whether one or more persons or entities, of a fee simple title to the Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in "Exhibit B" attached hereto and made part hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Developer shall mean and refer to Wedgwood Associates, a Pennsylvania Limited Partnership, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

## **ARTICLE II PROPERTY RIGHTS**

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking. The Lot owners shall have sufficient permanent exclusive parking area for one car per Lot.

## **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A – Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B – The Class B member(s) shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on July 1, 1985.

**ARTICLE IV  
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Eighty Dollars (\$180.00) per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, not adequately covered by the Association's reserve fund for such purpose, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, except that one-twelfth (1/12) of the portion of each Owner's annual assessment allocable to the reserve fund for the replacement of improvements to the common area (as set forth below) must be paid by each owner monthly.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, which assessment shall be allocated in part to a reserve fund for replacement of the improvements to the Common Area. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Annual Assessment of Developer. The Developer for Lots it owns shall pay an annual assessment equivalent to no less than 25% of the annual assessment paid by the Lot owners, but said assessment shall be limited to those Lots which are encumbered by a construction loan mortgage and which do not have an occupied dwelling unit thereon., The Developer for Lots it owns shall pay the full assessment for those Lots encumbered by a construction loan mortgage upon which an occupied dwelling unit exists. However, in the event the annual assessments imposed on the Lot owners and the Developer shall be insufficient in the aggregate to cover the actual cost of maintaining all Lots, the Developer shall be responsible for the payment of a sum not to exceed the total annual assessment and charges which it would otherwise be required to pay on all Lots whether or not encumbered by a construction loan mortgage, and if this balance is not paid, it will become a lien against those Lots covered by this Declaration that are owned by the Developer.

Section 11. Rights of Mortgagees.

- (a) Without obtaining the prior written consent of at least 75% in number of the persons holding first mortgages on any of the Lots, the Association may not:
- (i) See by act or omission, to abandon, partition, subdivide, encumber, sell, or transfer all or any part of the Common Area or any improvements thereon (except that the Association may grant easements through, over, or under the Common Area for public utilities or for other public purposes consistent with the intended use of the Common Area);
  - (ii) Change the method of determining the annual and special assessments charged to each Owner, as set forth in this Article IV;
  - (iii) By any act or omission change, waive, or abandon the provisions of Article V hereof;
  - (iv) Fail to maintain policy of fire insurance with extended coverage on all improvements to the Common Area, in an amount of the then current replacement cost thereof, but not less than 100% of the insurable value thereof, based on then current replace cost; or
  - (v) Use the proceeds of any hazard insurance for losses to any improvements to the Common Area for other than the repair, replacement, or reconstruction of such improvements.
- (b) The holder of any first mortgage on any Lot shall have the right, individually or collectively:
- (i) To examine the books and records of the Association during regular business hours, after reasonable notice to the president of the Association; and
  - (ii) To pay taxes and other charges with respect to the Common Area which are in default and which have become or may become a charge against all or part of the Common area; and
  - (iii) To pay overdue premiums on hazard insurance policies insuring the Common Area and the improvements thereto or to secure new policies of such type in the event that previous coverage has lapsed.

Any sums paid by any first mortgages pursuant to sub-paragraphs (ii) or (iii) hereof shall be immediately due and payable by the Association to the mortgages who advanced such funds.

Section 12. Insurance. The Association shall take out, maintain, and keep in force such policies of insurance as the Board of Directors shall, from time to time, determine to be necessary for the Common Area. At all times, however, the following insurance coverage shall be maintained by the Association:

- (a) Fire and other casualty insurance with "extended coverage" endorsement covering the Common Area and the improvements thereto, in an amount not less than 100% of the replacement cost thereof. The Board of Directors shall periodically review the adequacy of the limits of existing policies.
- (b) Comprehensive public liability insurance covering the Common Area, with such limits of liability as the Board of Directors shall, from time to time, determine. Such policy of insurance shall name the Association and all Owners as insureds and shall contain a "severability of interest" endorsement which shall cover cross liability of one insured against another and shall preclude the insurer from denying the claim of an Owner arising out of the negligent act or omission of the Association or another Owner.

**ARTICLE V  
ARCHITECTURAL CONTROL**

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by any architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

**ARTICLE VI  
GENERAL PROVISIONS**

Section 1.     Street Lighting. The installation and maintenance of the street lighting system in both the common areas and the areas dedicated to the Township of Caln shall be the responsibility of the Association.

Section 2.     Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at Law or in equity, all restrictions, conditions, covenants, reservations, liens and changes new or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3.     Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4.     Amendment. The covenants and restrictions of the Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) percent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) percent of the Lot Owners. Any amendment must be recorded.

Section 5.     Annexation. Additional land within the land described in the Deed Book may be amended by the Developer without the consent of the members within ten (10) years from the date of this instrument, provided that the VHA and VA determine that the annexation is in accord with the general plan heretofore approved by them.