

Hope Ridge Homeowners Association

Declaration of Covenants, Conditions and Restrictions

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Amendments to the Original Declarations:

1. Personal effects, Christmas lights, etc.
2. Insurance
3. Transferring ownership of the driveway aprons from the homeowner to the Association - This request failed in the Community vote and was never passed
4. Provides the Board with the approval to do a compilation report rather than an annual audit
5. Established a residency requirement before leasing or selling. The board can make exceptions
6. Set the number of potential rental units for the community. The Board can make exceptions in the case of someone being transferred for a job. A home being placed under children's names for estate reasons can be an exception and requires a letter to the Board
7. Raising the capital contribution fee to \$750

Note: Amendment Change Vote - 2012 Winter Newsletter Draft

Prior to the holidays, the Board sent a ballot to the Community for an amendment change that would make the Association responsible for the repair and replacement of both the common sidewalks (along Hope Ridge Drive and Larkspur Lane), and the concrete driveways aprons.

We received 59 votes on the amendment ballot which required XXX votes to be official, so the Amendment Change fails. As a point of interest, there were 29 votes against the change and 20 votes in favor of the change.

With the failure of the vote to pass, the Board is reminding the Community that each Member is responsible for the repair and maintenance of their respective driveway aprons. The Association is responsible for the common sidewalks and curbing.

For future repairs and / or replacement, you can replace your apron at your discretion. Our concrete contractors have informed us however, that if the Association must repair your curbing, then your driveway apron must be replaced at the same time.

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF HOPE RIDGE HOMEOWNERS ASSOCIATION**

THIS DECLARATION, made this 3rd day of ~~August~~^{September}, 1996, by Jack Calahan, Inc., a Pennsylvania corporation, for itself, its successors and assigns, (hereinafter "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain parcel of real estate situate in Bethlehem Township, Northampton County, Pennsylvania and more fully described on Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Entire Property"); and

WHEREAS, Declarant intends to develop the Entire Property, in two (2) phases ("Phase 1" and "Phase 2", as hereinafter defined), as a community of eighty seven (87) residential townhouses, in twenty two (22) buildings, with three (3) individually subdivided parcels as "Open Space" (as hereinafter defined), one of which containing a drainage basin; and

WHEREAS, Declarant has determined that it is necessary to subject the portions of the Entire Property to certain covenants, conditions, restrictions and easements as such portions of the Entire Property are subdivided, by phases, into "Lots" (as hereinafter defined") and Open Space contained in such phases; and

WHEREAS, Declarant intends to develop initially and submit to the provisions of this Declaration those portions of the Entire Tract as shown on the "Final Plan" (as hereinafter defined) as Phase 1 and as described on Exhibit B attached hereto and incorporated herein (hereinafter referred to as "Phase 1"); and

WHEREAS, Declarant, after development of Phase 1, anticipates developing and submitting to the provisions of this Declaration the remaining portion of the Entire Tract, being described on Exhibit C attached hereto and incorporated herein (hereinafter referred to as "Phase 2"); and

WHEREAS, Declarant has deemed it desirable to create a homeowners association to which will be delegated and assigned the powers of owning the Open Space, including the "Detention Basin" (as hereinafter defined), maintaining and administering the Open Space, Detention Basin and other "Common Facilities" (as hereinafter defined), providing certain limited services with respect to limited portions of the Lots and the "Units" (as hereinafter defined), for administering and enforcing the covenants, conditions and restrictions herein imposed and for collecting and disbursing the contributions, assessments and charges hereinafter created; and

WHEREAS, Declarant has caused to be incorporated under the laws of the Commonwealth of Pennsylvania as a not-for-profit corporation the Hope Ridge Homeowners Association ("Association") for the purpose of exercising the aforesaid functions; and

NOW, THEREFORE, Declarant, for itself, its successors and assigns, declares that Phase 1 and the Open Space and Common Facilities forming a part of Phase 1 shall be held, transferred, leased, sold, conveyed, occupied and used subject to the covenants, conditions, regulations, restrictions, easements, contributions, assessments, charges and liens hereinafter set forth (sometimes

collectively referred to herein as the "Covenants and Restrictions").

ARTICLE I
DEFINITIONS

In addition to the words defined elsewhere in this instrument, the following words when used in this instrument shall have the following meanings (unless the context shall clearly indicate a contrary intent):

1. Association. The Hope Ridge Homeowners Association, its successors and assigns.

2. Board of Directors or the Board. The Board of Directors of the Association.

3. Common Facilities. Any buildings, improvements or fixtures which are situated on, in or which are a part of the Property, or any part thereof (including, without limitation, the Open Space and/or any and all buildings, improvements or fixtures on, in or which are a part of the Open Space), or any easement area set forth and identified on the Final Plan, and which are intended to be devoted to the common use, enjoyment and/or benefit of all Lots and all personal property owned by the Association and which is used or useful in the operation, maintenance or repair of the aforesaid buildings, improvements or fixtures. Without limitation, the Detention Basin (as hereinafter defined), any and all common parking areas and any and all underground lines or conduits within any easement area which is identified on the Final Plan, are included within the definition of Common Facilities.

4. Community. The single-family townhouse subdivision into which the Entire Property has been subdivided pursuant to the Final Plan and subjected to this Declaration.

5. Declarant. Jack Calahan, Inc., a Pennsylvania corporation, its successors and assigns.

6. Declarant's Mortgagee. Any institutional mortgage lender providing financing to Declarant with respect to the development of the Property, or any portion of the same, as or in connection with the Community and which holds a mortgage encumbering Declarant's interest in the Property, or any portion of the same, as security for such financing.

7. Declaration. This Declaration of Covenants, Conditions and Restrictions, as amended pursuant hereto.

8. Detention Basin. That certain drainage detention basin to be constructed by Declarant to service the Entire Property and which shall be located on Lot number 88 as identified on the Final Plan (hereinafter the "Detention Basin Area").

9. Detention Basin Area. Lot number 88 as identified on the Final Plan, title to which, as part of the Open Space, is intended to be conveyed to Association to be held under and subject to the provisions of applicable Ordinances of the Township of Bethlehem, including but not limited to the Bethlehem Township Zoning Ordinance and the Bethlehem Township Stormwater Management Ordinance, that certain Declaration of Covenant, Agreement and Easement for Maintenance of Stormwater Management Facilities (Hope Ridge Villas - Phase I) between Declarant and the Township of Bethlehem and this

Declaration.

10. Final Plan. The final Subdivision Plan of Hope Ridge Villas, prepared by Keystone Consulting Engineers, Inc., dated August 7, 1995, last revised August 30, 1996, consisting of 9 sheets and intended to be recorded, together with all supplements, additions, amendments or revisions thereto which may be recorded in the future, including, without limitation, such supplements, additions, amendments or revisions which reflect the subdivision and approval for development of Phase 2.

11. First Mortgagee. The holder of any recorded first mortgage lien on one or more Lots ("First Mortgage"), which holder has delivered to the Association written notice stating that such holder is the mortgagee of a recorded First Mortgage on one or more Lots identified in such notice, and stating the address of such holder to which all notices and other communications shall be sent; provided that there are no uncanceled notices to the same effect from another holder of a mortgage on such Unit then on file with the Association.

12. Lot. A separately subdivided parcel of land into which the Property has been subdivided.

13. Member. Each "Owner" (as hereinafter defined) in his capacity as a member of the Association.

14. Open Space. Those certain Lots designated on the Final Plan as intended to be Open Space and being Lots numbered 88, 90 and 91, as to Phase 1, and 89, as to Phase 2. Title to the Open Space is intended to be conveyed to Association to be held under and subject to the provisions of applicable Ordinances of the Township of

Bethlehem and this Declaration. Initially the term "Open Space" shall mean and refer only to Lots 88, 90 and 91. At such time as Phase 2 is added to the "Property" (as hereinafter defined) and made subject to this Declaration, the term "Open Space shall include Lot 89.

15. Owner. The record owner, whether one or more persons or entities, including Declarant where applicable, of the fee simple title to any Lot into which the Property has been subdivided, it being understood, however, that such term shall not mean or refer to the holder of a mortgage on such Lot unless and until such mortgagee has acquired title to such lot pursuant to foreclosure, purchase at judicial sale or otherwise or the Association as to the Open Space.

16. Phase. Either Phase 1 or Phase 2. Phase 1 consists of Lots numbered 1 through and including 27, 60 through and including 88, 90 and 91. Phase 2 consists of Lots numbered 28 through and including 59 and 89.

17. Property. The portion of the Entire Property shown on any recorded final subdivision plan which is subjected to the provisions of this Declaration. Initially the Property shall consist of, mean and refer to Phase 1. At such time as a "Supplementary Declaration" (as hereinafter defined), which subjects Phase 2 to the terms and operation of this Declaration, is filed of record with the Northampton County Recorder's office, the term "Property" shall include Phase 2.

18. Supplementary Declaration. A document filed or record pursuant to the provisions of Section 7 of Article VIII below.

19. Third Party Builder. Any Owner of one or more Lots whose primary purpose of ownership is to build and market residential properties.

20. Township. The Township of Bethlehem, a political subdivision of the Commonwealth of Pennsylvania.

21. Unit. A single-family, attached townhouse dwelling unit constructed on a Lot included within the Community, used or intended to be used by one or more persons.

ARTICLE II

USE RESTRICTIONS AND COVENANTS

Section 1. Restrictions on Use. Except for the Open Space, Each Lot may only be used for the construction thereon of a Unit. Each Unit may only be used as a single-family residence. The use of each Lot and Unit shall be subject to the Covenants and Restrictions set forth in this Article II and elsewhere described in this Declaration. Nothing herein shall prevent or prohibit Declarant, Declarant's Mortgagee, a Third Party Builder or the Association from using one or more Units or Lots owned by it, respectively, for sales, administration, management, construction, maintenance or similar purposes relative to the Property or any one or more Lots.

Section 2. Use Regulations. The following uses and activities shall be governed as follows:

1. Except for privacy fences constructed by Declarant in connection with Declarant's construction of a Unit or the subsequent repair or replacement of the same, no stone walls or chain link, wooden, or other fences, including those of natural vegetation or

hedges, shall be permitted with respect to a Lot unless the same is first approved, in writing, by the Board and meets such guidelines as may be adopted by the Board, from time to time, pursuant to Section 4 below of this Article II. Nothing herein shall limit or prohibit the erection of any fence with respect to the Detention Basin and the Detention Basin Area. Replacement of any privacy fences constructed by Declarant shall be permitted so long as such replacement is due to damage or destruction of such then existing privacy fence and so long as the replacement is substantially identical to that which was initially installed by Declarant or is otherwise approved by the Board.

2. No clotheslines shall be permitted on the exterior of any Unit nor visible from the exterior of any Unit.

3. Except as hereinafter provided with respect to satellite dishes which are less than 2 feet in diameter, no radio, television, computer or other telecommunication antennas (including satellite dishes of 2 feet or more in diameter), aerials, transmitting or receiving equipment or devices shall be permitted on the exterior of any Unit or Lot or visible (whether in whole or part), at any direction or angle, from the exterior of any Unit or Lot. This restriction shall not apply to the lines of any public or quasi-public utility company providing general telephone, electricity or cable television service to the Community as a whole. Upon written application to it by an Owner, the Board may grant to a specific Owner the right to place a satellite dish of less than 2 feet in diameter on the exterior of such Owner's Unit or Lot, where the Board

determines, in the exercise of its sole and exclusive discretion and judgment, that such dish is not visually obtrusive or aesthetically unpleasing. It is specifically stated and agreed to that approval by the Board of a satellite dish of less than 2 feet in diameter on the exterior of an Owner's Unit or Lot does not mean that any other Owner, including a succeeding purchaser to such Lot and Unit, may expect or be entitled to similar approval by the Board.

4. The exterior colors of any Unit or structures appurtenant thereto shall not be changed without the prior written approval of the Board pursuant to Section 4 below.

5. No personal property, including, without limitation, lawn ornaments, statues, decorative flags, furniture, furnishings, toys, tricycles, bicycles, balls, bats or other recreational equipment, shall be left, maintained or stored on the front yard, driveway, walkway or porch of any Unit. No permanently placed or affixed personal property, including, without limitation, lawn ornaments, statues, decorative flags, furniture, furnishings or recreational equipment, shall be permitted in the front or side yard of any Lot and shall only be permitted on other areas of a Lot or the Lots with the prior written approval of the Board pursuant to Section 4 below. No door or window security bars or other devices, including, without limitation, window flower boxes, shall be placed on or attached to the outside of any Unit and any which are placed on the inside of a Unit shall not be visible, in whole or part, from the outside of such Unit. All garden hoses shall be stored in the rear of a Unit.

6. No residential accessory structures, including, without

limitation, sheds or dog houses, shall be permitted, except with the prior written approval of the Board pursuant to Section 4 below and provided that such structures are erected in accordance with applicable requirements of the Township.

7. The installation or addition of low growing annual or perennial plants, shrubs or bushes are permitted within five (5) feet from the exterior wall of a Unit, subject to the rules and guidelines for such plantings adopted by the Board, from time to time. All other landscape additions or improvements, including all trees and any plant material which will eventually exceed four (4) feet in height shall be subject to and allowed only with the prior written approval of the Board pursuant to Section 4 below of this Article II. Any and all such landscaping permitted hereby shall be maintained by the Owner at the sole cost and expense of such Owner.

8. No disabled vehicles (including, without limitation, vehicles with expired registrations or inspections), pick-up trucks weighing $3/4$ of a ton or larger or pick-up trucks weighing less than $3/4$ of a ton with writing or detailing on the exterior shall be permitted on the Property. Pick-up trucks weighing less than $3/4$ of a ton with no writing or detailing on the exterior, boats, trailers, campers or mobile homes are permitted on the Property but the same must be parked in a closed garage such that no part or portion of the same is visible from outside of the garage. No commercial vehicles of any type or size other than an automobile, not larger than a standard full size automobile, with no commercial lettering or detailing on the exterior, may be parked or maintained on the

Property except for (i) commercial vehicles temporarily on the Property for purposes of servicing the Property itself or one of the Units or Lots or (ii) commercial vehicles belonging to Declarant or a Third Party Builder or any contractor, subcontractor, agent, employee or the like of Declarant or a Third Party Builder.

9. Garages shall not be used for storage of personal property to the extent that a motor vehicle cannot be parked fully within the same and with the door to the same fully closed.

10. No animals or wildlife of any type, except for dogs, cats and other ordinary and customary domesticated household pets, shall be permitted on the Property. The Board, in the exercise of its sole and exclusive judgment and discretion, shall determine whether any animal which is not a dog or a cat constitutes an ordinary and customary domesticated household pet. Any and all such pets shall not be permitted to remain unattended on the Property nor shall the same be permitted to be outside of any Unit except if the same is on a leash or lead of six (6) feet or less. No pet shall be permitted to urinate or defecate on any portion of the Property except in the rear of the Unit occupied by such pet and the Owner or other occupant of such Unit shall immediately clean up and properly dispose of such defecation. All pets shall be registered with the Board and shall be kept and maintained in accordance with any and all applicable laws, ordinances, regulations, statutes and the like, including, without limitation, those pertaining to vaccinations and licensing. Evidence that such pet has received any and all vaccinations required by law shall be submitted to the Board yearly.

Section 3. Maintenance.

3.1 The Association shall provide limited turf maintenance for each Lot. The Association's turf maintenance responsibility shall be limited to (i) maintaining plantings and landscaping of any portion of the Property constituting Common Facilities and (ii) mowing and, subject to applicable governmental regulations, fertilizing and chemical weed control of each Owner's Lot which is not within the confines of any fence erected by such Owner. Each Owner shall otherwise maintain, at such Owner's sole cost and expense, any and all other turf, landscaping, gardens, plantings, beds, shrubs, trees and the like on or part of such Owner's Lot, including such area within the confines of any fence constructed by such Owner pursuant to and in accordance with this Declaration.

3.2 The Association shall periodically paint the front door, porch posts and trim to each Unit and the garage door of each garage, using such color, finishing and paint or stain as the Board shall determine, in order to maintain the general uniform appearance of the Community.

3.3 The Association shall be responsible for snow clearing from the common sidewalks which are adjacent to Hope Ridge Drive and Larkspur Lane and the common off-street parking areas. The Association shall be responsible for snow removal from the front porch of each Unit, the driveway of each Unit, so long as no vehicle is in the driveway at the time the snow removal contractor is present to perform such service, and the walkway leading from each Unit's

driveway to the front door of the Unit, so long as no vehicle is in the driveway at the time the snow removal contractor is present to perform such service. The Board, in the exercise of its sole discretion, shall determine the extent and/or nature of any such snow services as a result of a winter storm.

3.4 The Association shall maintain and, to the extent necessary, repair and replace, the roof and flashing of each of the buildings of which a Unit is a part and each Unit's gutters, downspouts and splash blocks.

3.5 Except as otherwise provided in this Section 3 and subject to the provisions of Section 2 above of this Article II, Section 4 below of this Article II and the provisions of Article IV, all other Lot maintenance, lawn and landscaping maintenance and all other Unit maintenance (both interior and exterior) shall be the sole responsibility of each Owner, including, without limitation, planting and maintenance of annuals and perennials; planting and maintenance of trees, shrubs and bushes; mulching; insect/disease control; and the maintenance and repair of the Owner's driveway and the sidewalk adjacent to the Owner's Lot, including application of any ice or snow melting agents as may be required.

3.7 The Board, from time to time, upon the prior affirmative vote of sixty seven percent (67%) of the votes of the Members pursuant to Article V below, may do either or both of the following without the formality of amending the Declaration:

(i) Expand the maintenance services provided by the Association for the Lots owned by Unit Owners; and

(ii) Expand the maintenance services provided by the Association for the exterior portions of the Units.

The vote of the Members pursuant to this Section 3.2 may be, at the option of the Board, by mail ballot.

Section 4. Architectural Review and Architectural Standards.

No Owner, occupant, lessee, or lessor, or any other person may make any exterior change, alteration, or construction (including painting, staining or planting), or erect, place, or post any sign, object, light, or thing on the exterior of any Unit or Lot or on any place or thing in the Community visible from the outside of a Unit, without first obtaining the written approval of the Board of Directors. Application to the Board shall be in writing and shall provide such information as the Board may reasonably require. The Board may publish written standards and/or guidelines for any and all such improvements, alterations or additions, including, without limitation, any or all which are specifically provided for elsewhere in this Declaration. Any request must be in harmony with the Community's external design and general appearance and location in relation to surrounding structures and topography of the vicinity. In the event that the Board fails to approve or to disapprove such application within sixty (60) days after it shall have been submitted, its approval shall be deemed to have been denied. As a condition of approval for a requested change, modification, addition, or alteration, an Owner on behalf of himself or herself, and his or her successors-in-interest, shall assume all responsibilities for maintenance, repair and replacement, and insurance to and on such

change, modification, addition, or alteration. In the discretion of the Board, an Owner may be made to verify such condition of approval by written instrument acknowledged by such Owner on behalf of himself or herself and his or her successors-in-interest. Any and all decisions of the Board hereunder shall be final and conclusive.

ARTICLE III

DECLARANT'S RESERVATION OF EASEMENTS

Declarant hereby imposes and reserves on, over and across the Property the following easements:

Section 1. Easements as Shown on the Final Plan. Any and all easements, rights of way or the like shown and/or identified on the Final Plan (including, without limitation, the easement identified on the Final Plan as "Sanitary Sewer Easement", which burdens Lot 12 as identified on the Final Plan;) are hereby perpetually reserved.

Section 2. Easements to be granted to Township and Municipal Water and Sewer Authorities. Declarant hereby reserves unto itself the right to grant, now or in the future, easements, rights of way, deeds of dedication and/or the like to any or all of Township or any other public or quasi-public authority or body, for or with respect to any or all of the following: (i) storm sewer facilities and/or purposes; (ii) the roads identified on the Final Plan as Hope Ridge Drive and Larkspur Lane and the curbs associated with the same; (iv) water lines and/or facilities; and (v) sanitary sewer lines and/or facilities. Any and all of such easements, rights of way, deeds of dedication and/or the like which are now or hereafter granted by Declarant, regardless of when recorded, shall be in such form and on

such terms and conditions and shall pertain to, affect and/or burden such portions of the Property, Lots and/or Open Space as Declarant may agree to in the exercise of its sole and exclusive discretion.

Section 3. Construction and Installation. Easements are hereby reserved for the construction and installation of (i) the Detention Basin; the sanitary sewer easement identified on the Final Plan as "Sanitary Sewer Easement"; and any and all utility or similar lines, including, without limitation, those for water, drainage, telephone, cable television, electricity and/or gas (ii) the streets, roads and the rights-of-way as shown on the Final Plan, and (iii) sewer, water and drainage facilities as shown on or to be constructed or installed pursuant to the Final Plan or otherwise.

Section 4. Easements over Roads Prior to Dedication to Township. Prior to the dedication to the Township of Hope Ridge Drive and/or Larkspur Lane, as set forth on the Final Plan, an easement over the same for access, ingress and egress is hereby reserved for the benefit of each Lot. This easement shall terminate upon the dedication of each of Hope Ridge Drive and/or Larkspur Lane to the Township by Declarant.

Section 5. Correction of Drainage Problems. Declarant reserves an easement over the Property for the purpose of correcting drainage problems, if same should arise, for a term of five (5) years from the date of the recording of this document as to Phase 1 and five (5) years from the date of the filing of the Supplementary Declaration by Declarant reflecting that Phase 2 has been approved for development as part to the Community. Declarant shall have the sole right and

discretion to determine whether a drainage problem exists. This easement is subject to the condition that Declarant shall restore any disturbed areas by regrading by virtue of this easement as nearly as possible to pre-existing condition, including repair or replacement of grass, sod and any affected plantings. Declarant agrees to furnish a minimum of seventy-two (72) hours notice to the Association in the event any of the Common Facilities are to be affected by Declarant's exercise of any of its rights hereunder and to any Owner whose Lot is to be affected by Declarant's exercise of any of its rights hereunder.

Section 6. Landscaping. Declarant reserves an easement over and upon the Property for the purpose of completing any and all landscaping and installation of any and all plantings as are depicted upon the Final Plan or other sheets of plan as presented to Township in securing approval of the Final Plan.

Section 7. Easements over Lots and Open Space. The following easements are reserved over, under, across and through the Lots and Open Space:

1. Maintenance. An easement for ingress, egress and regress over and across each Lot, including the Open Space of the Property, and the common sidewalks adjacent to Hope Ridge Drive and Larkspur Lane is hereby reserved for the benefit of the Association for the purposes of (a) entering upon the Lot for the purpose of performing turf maintenance on the lawn areas as described in Section 3 of Article II above; (b) periodic painting of the front entrance door and porch of a Unit and any garage appurtenant thereto

as provided in Section 3 of Article II above; (c) snow removal from any Unit's porch, driveway and walkway as well as snow removal from any common off-street parking lot and/or the common sidewalks adjacent to Hope Ridge Drive and Larkspur Lane as provided in Section 3 of Article II above; (d) maintenance of the Open Space and any Common Facility pursuant to Article IV below and (e) as may be otherwise necessary in connection with the performance of any or all of the services now or hereafter to be provided pursuant to Section 3 of Article II.

2. An easement for the benefit of Association to enter upon the Lot for the purpose of maintaining any structures, landscaping or plantings which are installed by an Owner where the Owner, after notice, has failed or refused to perform such maintenance resulting in a condition which the Association deems undesirable, unsafe, unhealthy, unattractive or such as may tend to have a depressing effect on the value of real estate within the Community. In the event the Association performs maintenance under such circumstances, Association shall have the right to charge the Lot Owners for such maintenance in accordance with the provisions of this Declaration as hereinafter set forth.

3. Easements for ingress, egress and regress over and across Lot 12, as identified on the Final Plan, are hereby reserved for the benefit of Declarant and/or Association for the purpose of maintaining, repairing and replacing the sanitary sewer lines which are now or which are hereafter constructed or located on or within the portion of the aforesaid Lot which is identified on the

Final Plan as "Sanitary Sewer Easement".

ARTICLE IV

OPEN SPACE AND COMMON FACILITIES

Section 1. Record Title. Declarant intends to convey record title to the Open Space within the Property, including the Detention Basin Area, by fee simple deed to Association. Association shall be obligated to accept a deed to such Open Space upon execution and delivery of the same by Declarant. Any and all transfer taxes and recording fees due and payable with respect to such Deed shall be paid by the Declarant.

Section 2. Obligation to Maintain. Association shall be obligated to maintain the Open Space and the Common Facilities, including the Detention Basin, together with all improvements of any kind or nature whatsoever installed therein by Declarant and/or Association, at the sole cost and expense of Association. Required maintenance shall include: (a) such maintenance as is reasonably required in order to insure the proper functioning of the improvements in accordance with their design and (b) such maintenance obligations as are set forth in the Declaration of Covenant, Agreement and Easement for Maintenance of Stormwater Management Facilities (Hope Ridge Villas - Phase I) between Declarant and Township. The Association's maintenance obligations shall commence at such time as the Open Space and/or Common Facilities, or any portion thereof, are in maintainable condition, and without the Open Space and/or Common Facilities having been first conveyed by the Declarant to the Association.

Section 3. In addition to such easements as are granted to the Township in the Declaration of Covenant, Agreement and Easement for Maintenance of Stormwater Management Facilities (Hope Ridge Villas - Phase I) between Declarant and Township, Declarant hereby grants to Township an easement to enter upon the Open Space areas to perform such maintenance as the Township, in its discretion, deems necessary or desirable, where Association, after prior written notice from Township, has failed or refused to perform such maintenance. In the event Township performs maintenance within the Open Space areas, Township shall be entitled to recover from Association the cost of such maintenance, together with an administrative fee of twenty percent (20%), interest at the legal rate of six percent (6%) per annum, and costs of suit, including attorney's fees, if required. Nothing contained herein shall be construed as to impose any duty on Township to maintain the Open Space areas.

Section 4. Use of Open Space and other Common Facilities. The Board, from time to time, shall have the right to establish, amend and enforce rules and regulations with respect to the Open Space and any or all of the other Common Facilities. No person shall have the right to erect or install any structures, either permanent or temporary, within the Open Space without the prior written approval of the Board.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is an Owner

in the Community shall be a Member of the Association, which membership shall be appurtenant to his Lot, and each purchaser of any Lot by acceptance of a deed therefor shall be and become a Member of the Association whether or not it shall be so expressed in any such deed or other conveyance; provided that any person or entity who holds such interest merely as a security for the performance of an obligation shall not be a Member.

Section 2. Classes of Membership. The Association shall have two (2) classes of voting membership.

Class A. Class A Members shall be all Owners, with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1 of this Article V. When more than one (1) person holds such interest in any Lot, all such persons shall be Members but as among all such persons they shall collectively only have one (1) vote. The vote for each Lot shall be exercised as the Owners of each Lot among themselves determine, but in no event shall more than one (1) vote be cast with respect to any one Lot and fractional votes shall not be permitted.

Class B. The Class B Member shall be Declarant. Until the Declarant becomes a Class A Member as hereinafter provided, the Class B Member shall be entitled to three (3) votes for each Lot (exclusive of the Open Space) in which it holds the interest required for membership by Section 1. The Class B Member shall have no votes with respect to the Open Space. Notwithstanding

the forgoing, the Class B membership, ipso facto, shall cease and shall be converted to Class A, on the happening of one of the following events, whichever occurs earlier: (a) as to an individual Lot, upon conveyance of fee simple title to the Lot; (b) at such time as the aggregate of all Class A membership votes equals sixty six (66) votes; (c) when the Declarant voluntarily converts its Class B membership to a Class A membership or (d) the seventh (7th) anniversary of the date of recording this instrument.

ARTICLE VI

COVENANT FOR ASSESSMENTS, CONTRIBUTIONS AND CHARGES

Section 1. Creation of the Lien and Personal Obligation for Assessments, Contributions and Charges. Each Owner, by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed in any such deed or other instrument of conveyance, hereby covenants and agrees, for himself, his heirs, personal representatives, successors and assigns, to pay to the Association the assessments, contributions and/or provided for or described in this Declaration. Such assessments, contributions and/or charges (or installments of any), together with such interest thereon, late charges, and costs of collection thereof as are hereinafter provided, if not fully paid when due, shall be a charge and a lien on the Lot of said non or delinquent paying Owner until the same is be paid in full. Each such contribution, charge or

assessment (or installment of any), together with such interest thereon, late charges, and cost of collection thereof as are hereinafter provided, shall also be the personal obligation of each person who is an Owner of such Lot at the time when such contribution, charge or assessment (or installment of any) falls due.

Section 2. Types and Purpose of Assessments.

The types and purposes for which assessments shall or may be levied by the Association (individually an "Assessment" and if more than one, the "Assessments") are as follows:

1. "Annual Common Facility Assessments" which shall be used exclusively for the purpose of promoting the pleasure of the Members and residents of the Community living in a Member's Unit, and in particular for the maintenance of the Open Space and Common Facilities (including the Detention Basin) including, without limitation: the payment of liability insurance premiums and premiums for insurance against fire and other hazards as provided in Article VIII below (unless such premiums are included in the "Annual Insurance Assessment" with respect to premiums for insurance for the portions of the Units which are not included within the definition of Common Facilities but for which the Association will insure pursuant to Article VIII below); the payment of interest, the cost of maintenance, up-keep and repair of the Open Space and/or the Common Facilities, the cost of turf mowing, fertilizing and weed control of the Lots, and the cost of snow clearing of common off-street parking areas and the common concrete sidewalks along Hope Ridge Drive and Larkspur Lane Drives, the cost of repainting the front entrance doors

and garage doors of each Unit; the cost of any other services provided by the Association pursuant to this Declaration (including, without limitation, any or all of the services or other matters described in Section 3.7 of Article II); and the cost of funding an adequate reserve fund for maintenance, repair and replacement of Common Facilities that must be replaced on a periodic basis and the cost of labor, management, supervision and operation necessary or desirable for the use and enjoyment of the Open Space and Common Facilities.

2. "Annual Insurance Assessment" which shall be used for the purpose of paying for the premiums for insurance for the portions of the Units which are not included within the definition of Common Facilities but for which the Association will insure pursuant to Article VIII below, but which, at the option of the Association, may also include and be used for the payment of any or all other insurance premiums for insurance obtained pursuant to Article VIII below if such premiums are not included in the Annual Common Facility Assessment.

3. "Special Assessments" which shall be used for the purpose of (a) paying capital expenditures, including (without limitation), the cost of any construction or reconstruction, alteration or replacement of one or more Common Facilities, the cost of the necessary fixtures and personal property related thereto, and the cost of acquisition or replacement of any major specified item or items of personal property owned or to be owned by the Association, or (b) making principal payments on loans made to the Association, or

(c) providing the Association with working capital as reserves against future expenses, or (d) providing funds to cover losses incurred by the Association or (e) paying for expanded or additional services approved by the Board pursuant to this Declaration, the cost for which are not included within the Annual Common Facility Assessment.

Section 3. Amount of Annual Common Facility Assessments and Annual Insurance Assessment. The Annual Common Facility Assessments and the Annual Insurance Assessment (collectively the "Annual Assessments") shall be fixed by the Board of Directors.

In the event that the Association achieves an operating surplus at the end of a fiscal year, the Board of Directors shall either apply the surplus to the next fiscal year's operations or to the Association's replacement reserves.

Section 4. Special Assessments. In addition to the Annual Common Facility Assessments and the Annual Insurance Assessment authorized by Section 3 of this Article VI, the Board of Directors may (and in the case of reserves for replacement of the Common Facilities, shall), without the assent of the Members, cause the Association to require, from time to time on at least thirty (30) days' advance written notice to all Members, payment to the Association (which may be payable in installments if so designated by the Board of Directors) by each Owner of a Special Assessment. Such notice shall specify the purpose of or reason for such Special Assessment.

Section 5. Initial Contributions. Each time that title to a

Lot is conveyed to an Owner who is, or shall be upon such conveyance be a Class A Member, the Owner shall make a non-refundable initial contribution for such conveyed Lot in the amount of \$250.00. The initial contribution shall be due each and every time a Lot is conveyed to an Owner who is a Class A Member and such contribution shall be paid, in full, at the time of such conveyance. No such contribution shall be due from Declarant in the event Declarant's Class B membership becomes a Class A membership.

Section 6. Limited Charges. The Board has the power and authority to assess against any one or more specific Units and the Owners thereof the costs of any specific services and/or materials supplied to such Units or the components thereof (a "Limited Charge"), such as repairing, resurfacing and/or replacing the sidewalks from a Unit's driveway to the front entrance of the Unit or a Unit's driveway.

Section 7. Date of Commencement of Assessments. The Annual Assessments and any Special Assessments shall commence as to each Lot (the "Assessment Commencement Date") on the date that title to the Lot is conveyed by Declarant to the first purchaser of such Lot.

The first assessment for Annual Assessments against a Lot shall be made pro rata on a per diem basis for the balance of the fiscal year from and after the Assessment Commencement Date and shall be due on the Assessment Commencement Date. The Annual Assessments for any fiscal year, after such first year, shall become due and payable, in advance, on the first day of the fiscal year of the Association or as otherwise determined by the Board of Directors of the Association.

Section 8. Duties of the Board of Directors. At least thirty (30) days in advance of the due date for the Annual Assessment or any Special Assessment or the first installment of any Assessment, the Board of Directors of the Association shall fix the amount of such Assessment against each Lot, and shall, at that time, prepare a roster of the Lots or Units and Assessments and Limited Charges applicable thereto which shall be kept in the office of the Association and such roster, as well as the other books and records of the Association, shall be open to inspection by any Owner or First Mortgagee during normal working hours upon prior written notice. Written notice of the Assessments or Limited Charges, or both, shall thereupon be sent to every Owner. The Board of Directors may, in its discretion, designate a form of periodic payments. The Board of Directors may also, in its discretion, designate and retain an agent, including Declarant, to collect such Assessments and/or Limited Charges on behalf of the Association, to whom payments of the same shall be made.

The Association shall within a reasonable time after written request furnish to any Owner liable for any Assessment and/or Limited Charge or any First Mortgagee, a certificate in writing signed by an officer of the Association, or a collection agent designated by the Board of Directors, setting forth whether (and if payable in installments, how much of) such Assessment and/or Limited Charge has been paid as of the date of such certificate and whether there are then any other defaults by such Owner in the performance of his obligations under one or more of the Covenants, Conditions, and

Restrictions imposed by this Declaration, the Articles of Incorporation of the Association, the By-Laws of the Association or the Final Plan for the Community, which default has remained uncured for at least thirty (30) days. Such certificate shall be conclusive evidence of payment of any Assessment or Limited Charge (or installment of either) stated in such certificate to have been paid and of the non-existence of any default which is not stated in such certificate and to have occurred and to have remained so uncured.

Section 8. Effect of Non-Payment of Assessments and/or Limited Charges; The Personal Obligation of the Owner; The Lien; Remedies of the Association. If the Assessments and/or Limited Charges (or any installments thereof) are not paid on the date when due (being the dates specified in this Article VI or as otherwise established by the Board if no date is specified in this Article VI), then such delinquent Assessments and/or Limited Charges (or any installments thereof) shall, together with such interest thereon and the cost of collection thereof as are hereinafter provided, thereupon become a lien on the Lot of the delinquent Owner which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. In the event such Assessment and/or Limited Charge is payable in installments and any such installment is not paid within the (10) days after the date when the same is first due and payable as provided herein, the Board, in the exercise of its sole discretion, shall be entitled to accelerate all such installments as to such delinquent Owner such that all unpaid installments shall be due and payable immediately and failing payment

in full of such accelerated amount by such Owner, the accelerated amount, together with such interest thereon and the cost of collection thereof as are hereinafter provided, shall become a lien on the Lot of the delinquent Owner which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The then Owner shall be jointly and severally responsible for payment of such Assessment and/or Limited Charge for the statutory period with his successors in title. Sale or transfer of any Lot shall not affect the continuing lien on such Lot for the amount of any unpaid Assessments or Limited Charges (or installments of either).

If an Assessment or Limited Charge (or installment thereof) is not paid within ten (10) days after the due date thereof, such assessment or installment shall be subject to a late charge and other charges as the Board shall elect to assess and shall bear interest from such due date at the maximum legal rate of interest, or 12 percent (12%) per annum, whichever is less. The Association may bring any action at law against the Owner personally obligated to pay the same and/or to execute upon the Association's lien against the delinquent Owner's Lot. There shall be added to the amount of such Assessment and/or Limited Charge (or installments of either as the case may be) the costs of preparing and filing the complaint in such action and, in the event a judgment is obtained, such judgment shall include interest on the Assessment and/or Limited Charge as above provided and a reasonable attorney's fee together with the costs of the action. In addition thereto, the Association may deny to the

delinquent Owner the use and enjoyment of any of the Open Space and Common Facilities, except ingress and egress to and from the Owner's Lot, until the delinquent assessment or installment is paid, together with any interest, costs and other sums set forth above which the Association is entitled to receive. No Owner may avoid liability for the Assessments and/or Limited Charges provided for herein by non-use of the Open Space and/or the Common Facilities or by abandonment of his Lot. Any unpaid Assessments and/or Limited Charges which cannot be promptly collected from an Owner of a Lot may (but need not) be reassessed by the Board of Directors as an expense to be collected from all of the Owners as part of the next Annual Common Facility Assessment or as a Special Assessment, including (by way of illustration and not limitation) from an Owner who is a purchaser who acquired title to the Lot owned by the defaulting Owner at a sheriff's sale of such Lot pursuant to execution upon a lien against such Lot including, without limitation, the Association's lien for delinquent Assessments and/or Limited Charges, his successors and assigns and any holder of a mortgage who comes into possession of a Lot by deed in lieu of foreclosure or any transfer or assignment in lieu of foreclosure.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments and/or Limited Charges provided for herein shall be subordinate to the lien of any First Mortgage placed upon the Lot, which is the subject of such Assessment and/or Limited Charge, prior to the time such Assessment and/or Limited Charge becomes a lien on such Lot; provided, however, that such subordination shall apply only

to the Assessments and/or Limited Charges (or installments of either) which have become due and payable prior to the date of sale of such Lot pursuant to a decree of foreclosure of any such First Mortgage or prior to the date of a deed, or other instrument of conveyance, of such Lot given by the mortgagor in lieu of foreclosure. Any First Mortgagee who comes into possession of a Lot on which it holds or held a First Mortgage, pursuant to the remedies provided in such mortgage, foreclosure, or deed (or assignment) in lieu of foreclosure, shall take possession of the Lot free of any claims for unpaid Assessments and/or Limited Charges (or installments of either) against such Lot which have accrued more than six (6) months prior to the time such First Mortgagee comes into possession of such Lot (except for claims for a pro-rata share of such Assessments and/or Limited Charges resulting from a pro-rata reallocation thereof by the Association to all Lots including the mortgaged Lot). Such sale, or deed or instrument of conveyance in lieu of foreclosure, shall not relieve such Lot from liability for payment of the initial contribution due pursuant to Section 4 of this Article VI or for any Assessments and/or Limited Charge (or installments of either) which thereafter become due nor from the lien of any such subsequent Assessment and/or Limited Charge (or installments or either).

Section 11. Exempt Lots. Until a Lot is sold and conveyed by Declarant to a third party purchaser who is not a Third Party Builder or Declarant's Mortgagee, such Lot shall be exempted from the initial contribution, Special Assessments, Annual Assessments, Limited Charges and liens created herein. Such exemption for any such Lot

shall continue until such Lot is sold and conveyed by Declarant to a third party purchaser who is not a Third Party Builder or Declarant's Mortgagee. Once a Lot becomes liable for the contribution, Special Assessments, Annual Assessments, Limited Charges and liens created by this Declaration such that the exemption pursuant to this Section 11 is terminated, then for no reason whatsoever or howsoever, shall such Lot again become entitled to or subject to such exemption.

It is further understood that the following property subject to this Declaration shall be exempt from the initial contribution, Assessments, Limited Charges and liens created herein: (a) all properties dedicated to and accepted by a local public authority and devoted to public use, from and after the time of acceptance of such dedication; and (b) all Open Space and Common Facilities.

ARTICLE VII

MAINTENANCE DUTIES AND RIGHTS OF THE ASSOCIATION AND FIRST MORTGAGEES

Section 1. The Association's Maintenance Duties and Rights and Limitation of Owners' Rights. The Association, in addition to its other powers, rights and duties as set forth in these Covenants, Conditions and Restrictions and in its Articles of Incorporation, By-Laws and any Rules and Regulations which the Association may promulgate as hereinafter provided, and as any of the same may be amended, shall maintain, repair, operate and manage all the Open Space and Common Facilities owned by the Association; shall pay all real estate taxes, personal property taxes or other charges which may be assessed against or levied upon the Open Space and Common

Facilities owned by the Association; and shall cause the Association to maintain continually in effect, and to pay the premiums of, fire and extended coverage insurance on the insurable portion of the Common Facilities, comprehensive public liability insurance covering all of the Open Space and Common Facilities, a fidelity bond or insurance policy covering all persons who are responsible for handling the funds of the Association, Officers' and Directors' Insurance and such other insurance as the Board of Directors of the Association shall deem to be necessary or desirable, all of which shall be in such amounts and with such companies as the Board of Directors shall determine.

The extent and frequency of the activities of the Association in carrying out the duties of maintenance, repair and management set forth above shall be decided by the Board of Directors, and the Board of Directors may appoint committees to advise the Board on such matters. The Board of Directors may also promulgate Rules and Regulations to aid in carrying out such maintenance, operation and management duties, and may amend such Rules and Regulations prospectively at any time and from time to time.

Section 2. Certain Rights of First Mortgagee.

1. Notwithstanding anything to the contrary contained in the Covenants and Restrictions unless at least seventy-five percent (75%) of the First Mortgagees of individual Lots then in the Community (calculated on the basis of one (1) vote for each Lot on which the First Mortgagee has a First Mortgage) shall have given their prior written approval (which approval shall not be

unreasonably withheld or delayed), the Association shall not be entitled to do any one or more of the following:

A. By act or omission seek to abandon, partition, subdivide, encumber, sell, convey or transfer any of the Open Space, the Common Facilities or both; provided, however, that there shall be excluded from the operation of this paragraph A: (i) the granting of easements for public utilities or for other public purposes, or (ii) the sale, conveyance and/or transfer of all or substantially all of the assets of the Association to a non-profit corporation, not-for-profit corporation, association, trust or other organization for the benefit of the Owners as a group, or (iii) the dedication for use for other public purposes consistent with the intended use of the Open Space and Common Facilities, including, without limitation, the dedication of Hope Ridge Drive and Larkspur Lane (including curbing and street lighting) to the Township.

B. Use any method not expressly permitted in this Declaration for the purpose of determining the obligations, Assessments, Limited Charges, contributions or other charges which may be levied against an Owner of a Lot by the Association.

C. By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to any one or more of the following: (i) snow removal with respect to the common sidewalks along Hope Ridge Drive and Larkspur Lane and the common off-street parking areas, or (ii) the upkeep (limited

to mowing, fertilizing and weed control) of lawns in the Community.

D. Use hazard insurance proceeds from losses to any of the Common Facilities for purposes other than the repair, replacement or reconstruction of such Common Facilities.

2. A First Mortgagee of a Lot may, either singly or jointly with First Mortgagees of other Lots, on behalf of the Association (i) pay taxes or other charges which are in default and which may become or have become a lien or charge against the Open Space, the Common Facilities or both, and (ii) pay overdue premiums on one or more hazard insurance policies covering the Common Facilities or secure new hazard insurance coverage of the Common Facilities in the event of the failure of the Association to replace such policy not later than the time it elapses (including any applicable grace period). One or more First Mortgagees making such payments on behalf of the Association shall be entitled to be reimbursed therefor from the Association upon written demand therefor. Upon written request by a First Mortgagee, the Association shall confirm in writing to such First Mortgagee that if any First Mortgagees were to make one or more of the payments referred to in the first sentence of this paragraph (b) on behalf of the Association, such First Mortgagee(s) would thereby be entitled to the reimbursement mentioned in the immediately preceding sentence.

3. No Owner of a Lot, or any other party, shall have priority over any rights of First Mortgagees of Lots pursuant to their mortgages in the case of a distribution to Owners of insurance

proceeds or condemnation awards for losses to, or a taking of, any of the Open Space, Common Facilities, or both; provided, however, that nothing in this paragraph (c) shall be deemed to create, or imply the existence of, any rights of Owners of Lots, or their mortgagees, or both, in and to any such insurance proceeds and condemnation awards.

4. A First Mortgagee shall receive written notification from the Association of any default in performance by the Owner of the Lot securing such mortgage which default has not been cured within sixty days.

ARTICLE VIII

INSURANCE

Section 1. General Liability Insurance. The Association shall obtain comprehensive general liability and property damage insurance, including medical payments insurance, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership, operation or maintenance of the Entire Property and in connection with the performance of any and all of the obligations or services provided for in this Declaration. The limits of such insurance shall be as determined by the Board provided such limits shall not be less than One Million Dollars per occurrence, for personal injury and/or property damage, insuring the Declarant, Association, the members of the Board and its officers, the Association's managing agent, if any, and their respective agents and employees, and the Owners from any liability to the public or to the Owners, their tenants or invitees.

Section 2. All Risk Property Insurance. The Association shall obtain a policy of all risk fire and other hazard and casualty property insurance, with extended coverage, with respect to the Common Facilities and the structural portions of the Units, including basic grade fixtures and equipment which were part of Declarant's initial construction of the Unit. The amount of the property insurance shall be equal to the full replacement cost of the insured portions of the units and the Common Facilities, without deduction for depreciation and in no event less than the principal amount of all First Mortgages. Such insurance policy(ies) may, at the option of the Board, contain a deductible provision in an amount determined by the Board. Notwithstanding anything to the contrary in this Declaration, coverage with respect to the structural portions of the Units may be deleted from the Association's policy upon the prior affirmative vote of sixty seven percent (67%) of the votes of the Members pursuant to Article V above.

Section 3. General Provisions.

1. Each Owner and the Association hereby waives and releases any and all claims which he or it may have against any other Owner, the Association, the Board and members thereof, the Declarant, and their respective employees and agents, for damage to the Common Facilities, the Units, or to any personal property located in the Units or Common Facilities, caused by fire or other casualty or any act or omission of any such party to the extent that such damage is covered by fire or other form of hazard insurance.

2. If the act or omission of an Owner, or of a member of his

family, a household pet, guest, occupant or tenant of such Owner's Unit, or a visitor of such Owner, shall cause damage to the Common Facilities or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be an expense of the Association, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent such payment is not waived or released under the provisions of subparagraph "1" above.

3. Any release or waiver referred to in subparagraphs "1" and "2" hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Owners and the Board, with regard to the insurance carried by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their rights to recover.

4. If the Executive Board fails within sixty (60) days of an insured loss to cause to be initiated a claim for damages recoverable under the property insurance policy(ies) obtained pursuant to the Act, the holder of any First Mortgage may initiate such a claim on behalf of the Board.

5. Each Owner, other than the Declarant, shall notify the Board in writing of any additions, alterations or improvements to his Unit. Such Owner shall, at his sole cost and expense, obtain insurance on any such additions, alterations or improvements and the Board shall not be obligated to insure the same under any policy obtained by the Association or apply any insurance proceeds to

restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

6. The Board may obtain such other forms of insurance as the Board shall elect to effect including Board members' and officers' liability insurance and such Worker's Compensation insurance as may be necessary to comply with applicable laws.

7. The Board shall obtain fidelity insurance to protect against dishonest acts on the part of the Board members, officers, agents, management representatives, employees, volunteers and all others who handle, or are responsible for handling, funds of the Association. Such insurance shall name the Association as an obligee and shall be in such amount as the Board deems appropriate, but not less than \$50,000.00 or the amount of funds held in reserves, whichever is greater. Notwithstanding the foregoing, in the event that the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation reduces the required amount of the fidelity insurance which the Association must maintain to less than the amount set forth above, the Board may decrease the amount of the fidelity insurance to the minimum amount required by such entities. Such insurance shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee" or such endorsement or provision as shall accomplish the same result.

8. The Board shall use its best efforts to secure policies providing that the policies cannot be cancelled, invalidated or

suspended on account of the conduct of any one or more individual Owners of any officer or employee of the Board, the Association or managing agent, if any, without a prior demand in writing that the Board, the Association or managing agent, as the case may be, cure the defect and without a reasonable period of time thereafter in which to cure the same.

9. Insurance coverage on the furnishings and other items of personal property belonging to an Owner and insurance for his personal liability to the extent not covered by insurance maintained by the Association shall be the responsibility of each such Owner.

Section 4. Insurance Trustee.

All policies of fire and damage insurance as provided for in Section 2 of this Article VIII shall name the Hope Ridge Homeowners Association Board of Directors as the Insurance Trustee for the benefit of the Owners, their mortgagees and the Association.

Section 5. Amounts and Insurers.

The insurance set forth in this Article VIII shall be in the amounts determined by the Association unless otherwise set forth herein and shall be maintained in reputable insurance companies authorized to transact business in the Commonwealth of Pennsylvania.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Amendments or Revisions to Final Subdivision Plan.

Declarant retains the right and privilege to amend or revise the Final Plan in conformance with the applicable Ordinances of the Township until such time as the Property is completely developed in

accordance with the Final Plan now filed of record and any amendments thereto or revisions thereof filed of record in the future. In addition, Declarant shall not be obligated to complete the development of the Community as shown on the Final Plan now recorded, but may, at his sole discretion, reduce the number of units to be constructed within the Community. Declarant shall not be obligated to add Phase 2 to the Property and developed as part of the Community. In the event Phase 2 is added to the Property, Declarant shall not be obligated to complete the development of the same as part of the Community as shown on the Final Plan as supplemented, amended or revised with respect to the same. No Owner shall have the right to rely on the Final Plan now recorded, or as the same may be supplemented, amended or revised with respect to Phase 2, to determine the number of Lots or the number of Units to be constructed. Declarant reserves the right to assign its power to supplement, amend and/or revise the Final Plan.

Section 2. Enforcement. These Covenants, Conditions and Restrictions shall run with, and be binding upon, the Property brought within these Covenants, Conditions and Restrictions and shall inure to the benefit of and shall be binding upon the Association and all persons owning, leasing, subleasing, or occupying any such land and their heirs, executors, administrators, personal representatives, successors and assigns. These Covenants, Conditions and Restrictions may be enforced by the Association (which shall have the right to expend Association monies in pursuance thereof) by Township or by any Owner. If these Covenants, Conditions and Restrictions are

successfully enforced by appropriate proceedings by Association, Township, or any Owner, the successful party shall be entitled to recover reasonable attorney's fees as a part of any judgment or award, in addition to interest on any delinquent payments and costs of suit. Enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any of these Covenants, Conditions and Restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants, Conditions and Restrictions; and failure by the Association, Township or any Owner to enforce any of the Covenants, Conditions and Restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one or more of these Covenants, Conditions and Restrictions or portions hereof by judgment or court order shall in no way affect the validity of any of the other provisions or portions hereof, which shall remain in full force and effect.

Section 4. Terminology. The word "he" wherever used in this instrument shall be deemed to be synonymous with the words "she", "it", and "they" and the word "his" shall be deemed to be synonymous with the words "her", "its" and "their". The word "person" may refer to an individual, corporation, partnership or other legal entity except when the context provides otherwise.

Section 5. Duration, Amendment or Termination. Subject to the provisions of Sections 6 and/or 7 of this Article IX, these

Covenants, Conditions and Restrictions shall remain in full force and effect for a period of forty (40) years from the date hereof, and thereafter they shall be deemed to have been automatically renewed for successive terms of ten (10) years, except that at any time, and from time to time, they may be amended or terminated by the affirmative vote of not less than sixty-seven percent (67%) of the votes of the Members of the Association. Such vote may be taken by mail ballot as directed and determined by the Board of Directors but a true copy of any such proposed amendment or termination shall be mailed or hand delivered to every Member and First Mortgagee at least ninety (90) days prior to the date by which the Members are to return their ballot as to such proposed termination or amendment. Any amendment pursuant to this Section 5 or termination shall be effected by recording in the Office of the Recorder of Deeds of Northampton County, Pennsylvania, a document, executed by the President of the Association, reciting that such amendment or termination was properly approved by the vote of the Association, and setting forth such amendment(s) or stating that these Covenants, Conditions and Restrictions shall be terminated as provided therein.

Section 6. Amendment by Declarant or the Board.

(1) A power coupled with an interest is hereby retained by and granted to Declarant, its successors, assigns or designees, as attorney-in-fact to amend one or more of the provisions of this Declaration, the By-laws of the Association, or the Articles of Incorporation of the Association, for the purpose of any or all of (i) complying with requirements of any one or more of the Veterans

Administration, the Department of Housing and Urban Development, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, Pennsylvania Housing Finance Agency, any successor to any of such organizations and any other Federal, state or local governmental entity or agency serving a like function and (ii) complying with any or all the requirements or provisions of any laws or statutes adopted within three (3) years of the recording of this Declaration if such laws or statutes, in the absence of this Declaration, would otherwise govern the operation of a Homeowners Association; provided that Declarant shall have no obligation to cause any such amendment to be made nor any liability, whatsoever or howsoever, for failing to cause any such amendment to be made. The acceptance of each deed, mortgage or other instrument with respect to any Lot or Unit which is subject to these Covenants, Conditions and Restrictions shall be deemed to be a confirmation of such power to such attorney-in-fact and shall be deemed to constitute a consent and agreement to and acceptance, confirmation and ratification of all such amendments, which shall be effective upon the recording in the Office of the Recorder of Deeds of Northampton County, Pennsylvania of an appropriate instrument, setting forth the amendment, and its authorization pursuant to this Section 6 which instrument shall be executed and acknowledged by Declarant.

(2) This Declaration and any recorded Final Subdivision Plan relating to all or any part of the Community or the Property may be amended by action of the Board of Directors of the

Association alone, without the necessity for obtaining the approval or consent of any of the Owners (other than Declarant if Declarant is then an Owner of one or more Lots), Members, First Mortgagees or any other holders of one or more liens on any part of the Community or the Property if, and only if:

(a) such amendment is necessary in the judgment of the Board of Directors to cure any ambiguity therein, or supplement or correct anything contained therein (or omitted therefrom) which is inaccurate, incomplete or inconsistent with anything contained elsewhere therein or in any of the other documents referred to hereinabove or with the actual physical condition of one or more parts of the Community; and

(b) the Board of Directors shall have received an opinion of legal counsel to the effect that the proposed amendment is permitted by this subparagraph (2) of this Section 6; and

(c) in the case of an amendment to one or more recorded Final Plans, the Board of Directors shall have received a like opinion from the surveyor, engineer or architect who prepared such Final Plan(s). Each such amendment shall be effective upon the recording in the Office of the Recorder of Deeds of Northampton County, Pennsylvania, of an appropriate instrument setting forth the amendment and its due approval by the Board of Directors (and Declarant, if its approval is required as aforesaid) pursuant to this subsection 2 of Section 6, which instrument shall be executed and acknowledged by the

appropriate officers of the Association (and by Declarant, if its approval is required as aforesaid).

(3) The provisions of Section 5 of this Article VIII shall not apply to any amendment permitted by the provisions of this Section 6. Notwithstanding anything to the contrary in this Section 6, if and to the extent that any amendment to this instrument shall affect property rights or interests of the Township in and to the Community, the Property or any portion or portions thereof, the written consent of the Township to such amendment shall be obtained prior to recording thereof. Declarant and the Association may rely upon the opinion of their respective legal counsels that a particular amendment to this instrument does not affect property rights or interest of the Township in and to the Community, the Property or any portion or portions thereof.

Section 7. Supplementary Declaration. At such time, if any, as Phase 2 (or any portion of the same) is to be incorporated into and developed as part of the Community and an amendment, supplement or revision to the Final Plan is (or is to be) recorded with the Northampton Recorder of Deeds, Declarant (or such then owner of Phase 2 if not Declarant) shall execute and file of record with the Northampton Recorder of Deeds, a supplement to this Declaration (the "Supplementary Declaration"). The Supplementary Declaration shall state that it is being made pursuant to this Section 7 or Article VIII for the purpose of subjecting the property described therein to the terms, covenants, conditions, restriction and agreements set forth in this Declaration and that for all purposes whatsoever and

howsoever, the property described therein shall be and is thereafter part of the "Property", as that term is used in this Declaration.

Section 8. Notices. Any notice or other communication required to be sent to any Member, Owner or First Mortgagee under the provisions of this instrument shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a Member, Owner or First Mortgagee on the records of the Association at the time of such mailing. Notice to the Association shall be sent in the same manner addressed to its President or Secretary at its registered office, or to such other address of which the Association shall have notified the Members in the aforesaid manner.

Section 9. Captions. The paragraph captions in this instrument, and any Table of Contents, are for convenience only and do not in any way define, limit, describe or amplify the terms and provisions of this instrument or the scope or intent thereof.

Section 10. Rights of Township. Nothing in this instrument is intended or shall be construed as limiting or destroying any rights which the Township, or the public generally, may now or in the future have in and to any part of the Community or the Property by reason of law, any provision expressly granting such rights herein, any duly recorded deed of dedication, the Final Plan or any agreement between Declarant and Township.

Section 11. Limitation on Declarant's Liability. Notwithstanding anything to the contrary in this Declaration of Covenants, Conditions and Restrictions, Declarant's liability hereunder or in

any way relating to or arising out of this Declaration of Covenants, Conditions and Restrictions, shall at all times be limited to the Declarant's interest (if any) in the Property at the time that such liability is finally and unappealably determined by a court of competent jurisdiction.

IN WITNESS WHEREOF, JACK CALAHAN, INC. (Declarant herein) has hereunto caused this instrument to be executed this 3rd day of ~~August~~ ^{September}, 1996.

JACK CALAHAN, INC.

By: John C. Calahan, Pres.
John C. Calahan, President

Attest: John C. Calahan, Jr., Sec.
, Secretary

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Bucks : ss.

On this, the 3rd day of September, 1996, before me, a Notary Public, personally appeared JOHN C. CALAHAN, who acknowledged himself to be the President of JACK CALAHAN, INC., a Pennsylvania corporation, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Catherine A. Colbeth
Notary Public

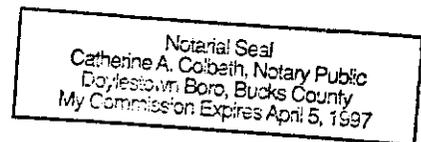


EXHIBIT "A"

HOPE RIDGE VILLAS
Bethlehem Township, Northampton County, PA

PROPERTY DESCRIPTION

BEGINNING AT A POINT on the eastern right-of-way line of Hope Road (State Route 2009), 30.00 feet from center, said point being along the property line between lands now or formerly of J. Clifford and Marguerite Ellicott and lands now or formerly of Edward C. and Catarina Youwakim; thence along lands of Youwakim the following two (2) courses and distances:

1) North $84^{\circ}-19'-28''$ East 456.39 feet to a point;

2) North $05^{\circ}-40'-32''$ West 186.15 feet to a point on the western right-of-way of Illinois Street, 25.00 feet from the centerline; thence crossing Illinois Street North $84^{\circ}-19'-28''$ East 50.00 feet to a point on the line of lands now or formerly of Kenneth and Mary Brown; thence partly by lands of Brown and by lands now or formerly of Philip and Teresa Large North $84^{\circ}-19'-28''$ East 200.32 feet to a point on the northern line of an unopened 20' alley; thence crossing the alley South $05^{\circ}-40'-32''$ East 20.00 feet to a point on lands now or formerly of Calton Homes of Pennsylvania at Pennway, Inc.; thence along lands of Calton Homes South $06^{\circ}-45'-03''$ East 1086.13 feet to a point in line of lands of James F. and Cherylann Higgins; thence along lands of Higgins the following two (2) courses and distances:

1) South $84^{\circ}-19'-28''$ West 150.00 feet, and;

2) South $05^{\circ}-40'-32''$ East 191.16 feet to a point on the northern right-of-way of Hope Road (30.00 feet from center); thence along the right-of-way for Hope Road the following three (3) courses and distances:

1) South $84^{\circ}-26'-11''$ West 330.52 feet to a point;

2) along the arc of a curve to the right of radius 270.00 feet an arc distance of 430.97 feet (chord bearing North $49^{\circ}-50'-09''$ West 386.66 feet), and;

3) North $04^{\circ}-06'-29''$ West 309.03 feet to an iron pin in line of Lot 1 of the Hope Ridge Minor Subdivision; thence along Lot 1 the following five (5) courses and distances:

1) North $85^{\circ}-53'-31''$ East 25.00 feet to an iron pin;

2) North $80^{\circ}-46'-23''$ East 343.86 feet to an iron pin;

3) North $04^{\circ}-06'-29''$ West 98.00 feet to an iron pin;

4) South $89^{\circ}-27'-17''$ West 343.15 feet to an iron pin;

5) South $85^{\circ}-53'-31''$ West 25.00 feet to an iron pin on the eastern right-of-way line of Hope Road, 30.00 feet from center; thence along the right-of-way of Hope Road North $04^{\circ}-06'-29''$ West 374.20 feet to a point, the place of beginning;

CONTAINING 771,723 square feet (17.72 acres) of land, more or less.

Being Lot Number 2 of the HOPE RIDGE MINOR SUBDIVISION, prepared by Keystone Consulting Engineers, Inc., dated 02-17-95, last revised 02-29-96, and recorded in the Office of the Recorder of Deeds at Easton, Pennsylvania in Plan Book __ page __.

EXHIBIT "B"

HOPE RIDGE VILLAS
Bethlehem Township, Northampton County, PA

DESCRIPTION of PHASE 1

BEGINNING AT A POINT on the eastern right-of-way line of Hope Road (State Route 2009), 30.00 feet from center, said point being along the property line between lands now or formerly of J. Clifford and Marguerite Ellicott and lands now or formerly of Edward C. and Catarina Youwakim; thence along lands of Youwakim the following two (2) courses and distances:

1) North $84^{\circ}-19'-28''$ East 456.39 feet to a point;

2) North $05^{\circ}-40'-32''$ West 186.15 feet to a point on the western right-of-way of Illinois Street, 25.00 feet from the centerline; thence crossing Illinois Street North $84^{\circ}-19'-28''$ East 50.00 feet to a point on the line of lands now or formerly of Kenneth and Mary Brown; thence partly by lands of Brown and partly by lands now or formerly of Philip and Teresa Large North $84^{\circ}-19'-28''$ East 200.32 feet to a point on the northern line of an unopened 20' alley; thence crossing the alley South $05^{\circ}-40'-32''$ East 20.00 feet to a point on lands now or formerly of Calton Homes of Pennsylvania at Pennway, Inc.; thence along lands of Calton Homes South $06^{\circ}-45'-03''$ East 887.45 feet to a point; thence along the line between Lots 88 and 89 as shown on the plan of HOPE RIDGE VILLAS as prepared by KEYSTONE CONSULTING ENGINEERS, Inc., dated 08-07-95 and last revised 08-30-96 South $83^{\circ}-14'-57''$ West 55.00 feet to a point; thence along the line between Lots 27 and 28 South $83^{\circ}-14'-57''$ West 100.00 feet to a point on the eastern right-of-way line of Hope Ridge Drive; thence along said eastern right-of-way line South $06^{\circ}-45'-03''$ East 73.27 feet to a point, thence crossing Hope Ridge Drive South $83^{\circ}-14'-57''$ West 50.00 feet to a point on the western right-of-way line of Hope Ridge Drive; thence along said western right-of-way line along the arc of a curve to the right of radius 125.00 feet an arc length of 104.50 feet (chord bearing South $17^{\circ}-11'-55''$ West 101.48 feet) to a point; thence along the line between Lot 90 and Lots 52 through 59 the following three (3) courses and distances:

1) North $48^{\circ}-51'-08''$ West 93.83 feet to a point;

2) South $84^{\circ}-26'-11''$ West 132.38 feet to a point;

3) North $09^{\circ}-24'-49''$ West 109.72 feet to a point on the southern right-of-way line of Larkspur Lane; thence along said southern right-of-way line South $80^{\circ}-46'-23''$ West 94.32 feet to a point at the intersection of the southern right-of-way line of Larkspur Lane and the eastern right-of-way line of Hope Ridge Drive; thence along the eastern right-of-way line of Hope Ridge Drive the following two (2) courses and distances:

1) along the arc of a curve to the left of radius 15.00 feet an arc length of 23.56 feet (chord bearing South 35°-46'-23" West 21.21 feet) to a point;

2) South 09°-13'-37" East 12.19 feet to a point;

thence crossing Hope Ridge Drive South 80°-46'-23" West 50.00 feet to a point on the western right-of-way line of Hope Ridge Drive; thence along said western right-of-way line the following two (2) courses and distances:

1) North 09°-13'-37" West 12.19 feet to a point;

2) along the arc of a curve to the left of radius 15.00 feet an arc length of 23.56 feet (chord bearing North 54°-13'-37" West 21.21 feet) to a point at the intersection of the western right-of-way line of Hope Ridge Drive and the southern right-of-way line of Larkspur Lane; thence along the southern right-of-way line of Larkspur Lane the following four (4) courses and distances:

1) South 80°-46'-23" West 28.01 feet to a point;

2) along the arc of a curve to the right of radius 525.00 feet an arc length of 46.90 feet (chord bearing South 83°-19'-57" West 46.89 feet);

3) South 85°-53'-31" West 22.65 feet to a point;

4) along the arc of a curve to the left of radius 25.00 feet an arc length of 39.27 feet (chord bearing South 40°-53'-31" West 35.36 feet) to a point on the eastern right-of-way line of Hope Road; thence along said eastern right-of-way line North 04°-06'-29" West 226.69 feet to an iron pin in line of Lot 1 of the Hope Ridge Minor Subdivision; thence along Lot 1 the following five (5) courses and distances:

1) North 85°-53'-31" East 25.00 feet to an iron pin;

2) North 80°-46'-23" East 343.86 feet) to an iron pin;

3) North 04°-06'-29" West 98.00 feet to an iron pin;

4) South 89°-27'-17" West 343.15 feet to an iron pin;

5) South 85°-53'-31" West 25.00 feet to an iron pin on the eastern right-of-way line of Hope Road, 30.00 feet from center; thence along the right-of-way of Hope Road North 04°-06'-29" West 374.20 feet to a point, the place of beginning;

CONTAINING 558,574 square feet (12.82 acres) of land, more or less.

Being a portion of Lot Number 2 of the HOPE RIDGE MINOR SUBDIVISION, prepared by Keystone Consulting Engineers, Inc., dated 02-17-95, last revised 02-29-96, and recorded in the Office of the Recorder of Deeds at Easton, Pennsylvania in Plan Book __ page __.

EXHIBIT "C"

HOPE RIDGE VILLAS
Bethlehem Township, Northampton County, PA

DESCRIPTION of PHASE 2

BEGINNING AT A POINT at the intersection of the eastern right-of-way line of Hope Road (State Route 2009), 30.00 feet from center, and the southern right-of-way line of Larkspur Lane as shown on the plan of Hope Ridge Villas as prepared by KEYSTONE CONSULTING ENGINEERS, Inc., dated 08-07-95 and last revised 08/30/96 said point being distant from the intersection of said eastern right-of-way line with the property line between lands now or formerly of J. Clifford and Marguerite Ellicott and lands now or formerly of Edward C. and Catarina Youwakim South 04°-06'-29" East 750.89 feet to the true point of beginning; thence along the southern right-of-way line of Larkspur Lane the following four (4) courses and distances:

1) along the arc of a curve to the right of radius 25.00 feet an arc length of 39.27 feet (chord bearing North 40°-53'-31" East 35.36 feet)

2) North 85°-53'-31" East 22.65 feet to a point;

3) along the arc of a curve to the left of radius 525.00 feet an arc length of 46.90 feet (chord bearing North 83°-19'-57" East 46.89 feet);

4) North 80°-46'-24" East 28.01 feet to a point at the intersection of the southern right-of-way line of Larkspur Lane and the western right-of-way line of Hope Ridge Drive; thence along said western right-of-way line of Hope Ridge Drive the following two (2) courses and distances:

1) along the arc of a curve to the right of radius 15.00 feet an arc length of 23.56 feet (chord bearing South 54°-13'-37" East 21.21 feet) to a point;

2) South 09°-13'-37" East 12.19 feet to a point; thence crossing Hope Ridge Drive North 80°-46'-23" East 50.00 feet to a point on the eastern right-of-way line of Hope Ridge Drive; thence along said eastern right-of-way line the following two (2) courses and distances:

1) North 09°-13'-37" West 12.19 feet to a point;

2) along the arc of a curve to the right of radius 15.00 feet an arc length of 23.56 feet (chord bearing North 35°-46'-23" East 21.21) feet to a point at the intersection of the eastern right-of-way line of Hope Ridge Drive and the southern right-of-way line of Larkspur Lane; thence along said southern right-of-way line North 80°-46'-23" East 94.32 feet to a point; thence along the line between Lot 90 and Lots 59 through 52 the following three (3) courses and distances

1) South 09°-24'-49" East 109.72 feet to a point

2) North 84°-26'-11" East 132.38 feet to a point;

3) South 48°-51'-08" East 93.83 feet to a point on the western right-of-way line of Hope Ridge Drive; thence along said western right-of-way line along the arc of a curve to the left of radius 125.00 feet an arc length of 104.50 feet (chord bearing North 17°-11'-55" East 101.48 feet to a point; , thence

crossing Hope Ridge Drive North $83^{\circ}-14'-57''$ East 50.00 feet to a point on the eastern right-of-way line of Hope Ridge Drive; thence along said eastern right-of-way line North $06^{\circ}-45'-03''$ West 73.27 feet to a point; thence along the line between Lots 27 and 28 North $83^{\circ}-14'-57''$ East 100.00 feet to a point; thence along the line between Lots 88 and 89 North $83^{\circ}-14'-57''$ East 55.00 feet to a point on line of lands now or formerly of Calton Homes of Pennsylvania at Pennway, Inc.; thence along lands of Calton Homes South $06^{\circ}-45'-03''$ East 198.68 feet to a point in line of lands of James F. and Cherylann Higgins; thence along lands of Higgins the following two (2) courses and distances:

1) South $84^{\circ}-19'-28''$ West 150.00 feet, and;

2) South $05^{\circ}-40'-32''$ East 191.16 feet to a point on the northern right-of-way of Hope Road (30.00 feet from center); thence along the right-of-way for Hope Road the following three (3) courses and distances:

1) South $84^{\circ}-26'-11''$ West 330.52 feet to a point;

2) along the arc of a curve to the right of radius 270.00 feet an arc distance of 430.97 feet (chord bearing North $49^{\circ}-50'-09''$ West 386.66 feet), and;

3) North $04^{\circ}-06'-29''$ West 82.34 feet to a point, the place of beginning;

CONTAINING 213,151 square feet (4.89 acres) of land, more or less.

Being a portion of Lot Number 2 of the HOPE RIDGE MINOR SUBDIVISION, prepared by Keystone Consulting Engineers, Inc., dated 02-17-95, last revised 02-29-96, and recorded in the Office of the Recorder of Deeds at Easton, Pennsylvania in Plan Book __ page __.

FIRST AMENDMENT

HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as the "First Amendment to Declaration") is made this 14th day of **October 2000** by the **HOPE RIDGE HOMEOWNERS ASSOCIATION**, located on Hope Ridge Drive and Larkspur Lane in Bethlehem Township, Easton, Pennsylvania, 18045 which is also a Pennsylvania non-profit corporation (hereinafter referred to as the "Association") having offices care of Sunburst Property Management, 1001 East Highland Street, Allentown, Pennsylvania 18109.

WITNESSETH:

WHEREAS, JACK CALAHAN recorded with the Northampton County Recorder of Deeds Office, in Deed Book Volume 1996-1, Page 129864, a Hope Ridge Villas Homeowner's Association Declaration of Covenants, Conditions and Restrictions dated June 12, 1996 (hereinafter referred to as the "Declaration"); and

WHEREAS, the Association and the members thereof desire to amend the Declaration to provide revised provisions regarding Article II, Section 2.5; and

WHEREAS, Article IX, Section 5 of the Declaration requires that amendments to the Declaration require a vote of no less than **sixty-seven percent (67%)** of the members of the Association; and

WHEREAS, the Association received at least sixty-seven percent (67%) of the membership to vote in favor of the following changes.



I hereby CERTIFY that this document is recorded in the Recorder's Office of Northampton County, Pennsylvania.

Ann L. Achatz

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COUNTY OF NORTHAMPTON
 UNIFORM PARCEL IDENTIFIER
 PAGE ONE (1)

SUBDIVISION NAME: HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION

DATE: 5/21/98 *Bethlehem Sup.*

| ADDRESS: | PARCEL# |
|-----------------------|------------------|
| 2801 HOPE RIDGE DRIVE | M8SW2 9 72 0205 |
| 2802 HOPE RIDGE DRIVE | M8SW2 31 3 0205 |
| 2803 HOPE RIDGE DRIVE | M8SW2 9 71 0205 |
| 2804 HOPE RIDGE DRIVE | M8SW2 31 2 0205 |
| 2805 HOPE RIDGE DRIVE | M8SW2 9 70 0205 |
| 2806 HOPE RIDGE DRIVE | M8SW2 31 1 0205 |
| 2807 HOPE RIDGE DRIVE | M8SW2 9 69 0205 |
| 2808 HOPE RIDGE DRIVE | M8SW2 31 13 0205 |
| 2809 HOPE RIDGE DRIVE | M8SW2 9 68 0205 |
| 2811 HOPE RIDGE DRIVE | M8SW2 9 67 0205 |
| 2813 HOPE RIDGE DRIVE | M8SW2 9 66 0205 |
| 2815 HOPE RIDGE DRIVE | M8SW2 9 65 0205 |
| 2817 HOPE RIDGE DRIVE | M8SW2 9 64 0205 |
| 2819 HOPE RIDGE DRIVE | M8SW2 9 63 0205 |
| 2821 HOPE RIDGE DRIVE | M8SW2 9 62 0205 |
| 2822 HOPE RIDGE DRIVE | M8SW2 31 12 0205 |
| 2823 HOPE RIDGE DRIVE | M8SW2 9 61 0205 |
| 2824 HOPE RIDGE DRIVE | M8SW2 31 11 0205 |
| 2826 HOPE RIDGE DRIVE | M8SW2 31 10 0205 |
| 2827 HOPE RIDGE DRIVE | M8SW2 9 60 0205 |
| 2828 HOPE RIDGE DRIVE | M8SW2 31 9 0205 |
| 2829 HOPE RIDGE DRIVE | M8SW2 9 59 0205 |
| 2831 HOPE RIDGE DRIVE | M8SW2 9 58 0205 |
| 2833 HOPE RIDGE DRIVE | M8SW2 9 57 0205 |
| 2841 HOPE RIDGE DRIVE | M8SW2 9 56 0205 |
| 2843 HOPE RIDGE DRIVE | M8SW2 9 55 0205 |
| 2845 HOPE RIDGE DRIVE | M8SW2 9 54 0205 |
| 2847 HOPE RIDGE DRIVE | M8SW2 9 53 0205 |
| 2851 HOPE RIDGE DRIVE | M8SW2 9 52 0205 |
| 2853 HOPE RIDGE DRIVE | M8SW2 9 51 0205 |
| 2855 HOPE RIDGE DRIVE | M8SW2 9 50 0205 |
| 2857 HOPE RIDGE DRIVE | M8SW2 9 49 0205 |
| 2859 HOPE RIDGE DRIVE | M8SW2 9 48 0205 |
| 2861 HOPE RIDGE DRIVE | M8SW2 9 47 0205 |
| 2863 HOPE RIDGE DRIVE | M8SW2 9 46 0205 |
| 2864 HOPE RIDGE DRIVE | M8SW2 32 18 0205 |
| 2865 HOPE RIDGE DRIVE | M8SW2 9 45 0205 |
| 2866 HOPE RIDGE DRIVE | M8SW2 32 17 0205 |
| 2867 HOPE RIDGE DRIVE | M8SW2 9 44 0205 |
| 2868 HOPE RIDGE DRIVE | M8SW2 32 16 0205 |
| 2869 HOPE RIDGE DRIVE | M8SW2 9 43 0205 |
| 2870 HOPE RIDGE DRIVE | M8SW2 32 15 0205 |
| 2871 HOPE RIDGE DRIVE | M8SW2 9 42 0205 |
| 2875 HOPE RIDGE DRIVE | M8SW2 9 41 0205 |
| 2877 HOPE RIDGE DRIVE | M8SW2 9 40 0205 |
| 2879 HOPE RIDGE DRIVE | M8SW2 9 39 0205 |
| 2881 HOPE RIDGE DRIVE | M8SW2 9 38 0205 |
| 2884 HOPE RIDGE DRIVE | M8SW2 32 14 0205 |

RECORDER OF DEEDS
 NORTHAMPTON COUNTY
 PENNSYLVANIA
 INSTRUMENT NUMBER
 2001009481
 RECORDED ON
 MAY 19 2001
 11:05:55 AM
 RECORDING FEES \$17.00
 STATE WRIT TAX \$0.50
 COUNTY RECORDS \$1.00
 IMPROVEMENT FEE
 DEEDS RECORDS \$1.00
 IMPROVEMENT FEE
 TOTAL \$19.50

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COUNTY OF NORTHAMPTON
UNIFORM PARCEL IDENTIFIER
PAGE TWO (2)

| | |
|-----------------------|------------------|
| 2885 HOPE RIDGE DRIVE | M8SW2 9 37 0205 |
| 2886 HOPE RIDGE DRIVE | M8SW2 32 13 0205 |
| 2887 HOPE RIDGE DRIVE | M8SW2 9 36 0205 |
| 2888 HOPE RIDGE DRIVE | M8SW2 32 12 0205 |
| 2889 HOPE RIDGE DRIVE | M8SW2 9 35 0205 |
| 2890 HOPE RIDGE DRIVE | M8SW2 32 110205 |
| 2891 HOPE RIDGE DRIVE | M8SW2 9 34 0205 |
| 2892 HOPE RIDGE DRIVE | M8SW2 32 10 0205 |
| 2893 HOPE RIDGE DRIVE | M8SW2 9 33 0205 |
| 2894 HOPE RIDGE DRIVE | M8SW2 32 9 0205 |
| 2895 HOPE RIDGE DRIVE | M8SW2 9 32 0205 |
| 2896 HOPE RIDGE DRIVE | M8SW2 32 8 0205 |
| 2897 HOPE RIDGE DRIVE | M8SW2 9 31 0205 |
| 2898 HOPE RIDGE DRIVE | M8SW2 32 7 0205 |
| 2899 HOPE RIDGE DRIVE | M8SW2 9 30 0205 |
| 3002 HOPE RIDGE DRIVE | M8SW2 32 6 0205 |
| 3003 HOPE RIDGE DRIVE | M8SW2 9 29 0205 |
| 3004 HOPE RIDGE DRIVE | M8SW2 32 5 0205 |
| 3005 HOPE RIDGE DRIVE | M8SW2 9 28 0205 |
| 3006 HOPE RIDGE DRIVE | M8SW2 32 4 0205 |
| 3007 HOPE RIDGE DRIVE | M8SW2 9 27 0205 |
| 3008 HOPE RIDGE DRIVE | M8SW2 32 3 0205 |
| 3009 HOPE RIDGE DRIVE | M8SW2 9 26 0205 |
| 2901 LARKSPUR LANE | M8SW2 32 30 0205 |
| 2903 LARKSPUR LANE | M8SW2 32 29 0205 |
| 2905 LARKSPUR LANE | M8SW2 32 28 0205 |
| 2907 LARKSPUR LANE | M8SW2 32 27 0205 |
| 2911 LARKSPUR LANE | M8SW2 32 26 0205 |
| 2913 LARKSPUR LANE | M8SW2 32 25 0205 |
| 2915 LARKSPUR LANE | M8SW2 32 24 0205 |
| 2917 LARKSPUR LANE | M8SW2 32 23 0205 |
| 2919 LARKSPUR LANE | M8SW2 32 22 0205 |
| 2921 LARKSPUR LANE | M8SW2 32 21 0205 |
| 2922 LARKSPUR LANE | M8SW2 31 5 0205 |
| 2923 LARKSPUR LANE | M8SW2 32 20 0205 |
| 2924 LARKSPUR LANE | M8SW2 31 6 0205 |
| 2925 LARKSPUR LANE | M8SW2 32 19 0205 |
| 2926 LARKSPUR LANE | M8SW2 31 7 0205 |
| 2928 LARKSPUR LANE | M8SW2 31 8 0205 |

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HOPE RIDGE HOMEOWNERS ASSOCIATION

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

WHEREAS, both the Board of Directors and the members of the Hope Ridge Homeowners Association are desirous of amending the Declaration of Covenants, Conditions and Restrictions, and

WHEREAS, this amendment has been properly approved by the vote of the Association in accordance with the provisions of Article IX, Section 5 of the Declaration.

NOW THEREFORE, BE IT RESOLVED, that the Declaration of Covenants, Conditions and Restrictions shall be amended as follows:

I. Article II, Section 2.5 shall be changed to read as follows:

“ No personal property, including, without limitation, lawn ornaments, statues, decorative flags, furniture, furnishings, toys, tricycles, bicycles, balls, bats or other recreational equipment, shall be left, maintained or stored on the front yard, driveway, walkway or porch of any Unit. No permanently placed or affixed personal property, including, without limitation, lawn ornaments, statues, decorative flags, furniture, furnishings or recreational equipment, shall be permitted in the front or side yard of any Lot and shall only be permitted on other areas of a Lot or the Lots with the prior written approval of the Board pursuant to Section 4 below. No door or window security bars or other devices, including, without limitation, window flower boxes, shall be placed on or attached to the outside of any Unit and any which are placed on the inside of a Unit shall not be visible, in whole or part, from the outside of such Unit. All garden hoses shall be stored in the rear of a unit.

The following specific exceptions to the provisions of the foregoing paragraph shall not be deemed to constitute violations of this Section:

(A) The Board shall have the authority, in its sole and unfettered discretion, to specify and authorize the placement of house numbers under the porch lights of interior units and under the garage lights of end units. In the event the Board elects to exercise such authority, specifications for the style, size and material composition of such house numbers, as well as for a uniform manner of mounting the same throughout the community, will be added to the 'Hope Ridge Homeowners Association Residents' Handbook of Rules, Regulations and General Information'

(B) Subject in all respects to such specifications of style, size, color, material composition, and manner of installation as now or hereafter specified in the 'Hope Ridge Homeowners Association Residents' Handbook of Rules, Regulations and General Information', Unit Owners shall be permitted to affix or install railings on the concrete stoop and stair area of their respective Units.

(C) Subject in all respects to such specifications of style, size, color, material composition, and manner of installation as now or hereafter specified in the 'Hope Ridge Homeowners Association Residents' Handbook of Rules, Regulations and General Information', Unit Owners shall be permitted to install or place lighting fixtures along the sides of walkways serving their respective Units.

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(D) Subject in all respects to such additional specifications of style, color, material composition, manner of placement, and seasonal prohibitions or limitations governing the same as now or hereafter specified in the 'Hope Ridge Homeowners Association Residents' Handbook of Rules, Regulations and General Information', Unit Owners shall be permitted to place a single planter for live flowers on the stoops of their respective Units, provided that:

i) the combined size of any such planter and flowers therein shall not exceed twenty-four (24) inches in height and eighteen (18) inches in diameter;

ii) any such planter shall not pose a safety hazard to entry or exit from the Unit (as determined by the Board in its sole and unfettered discretion); and that

iii) no such planter shall be placed or be permitted to remain in place between December 1st and March 31st of each year.

(E) Subject in all respects to such additional specifications of style, color, material composition, manner of placement, and seasonal prohibitions or limitations governing the same as now or hereafter specified in the 'Hope Ridge Homeowners Association Residents' Handbook of Rules, Regulations and General Information', Unit Owners shall be permitted to place seasonal wreathes not exceeding twenty-eight (28) inches in diameter on the main door or storm door of their respective Units, provided the method of attachment is temporary.

(F) Subject in all respects to such additional specifications of style, material composition, manner of placement, and seasonal prohibitions or limitations governing the same as now or hereafter specified in the 'Hope Ridge Homeowners Association Residents' Handbook of Rules, Regulations and General Information', the placement and display of winter holiday decorations within the Community is permitted as follows:

i) Such decorations may be placed or permitted to remain in place beginning the day after Thanksgiving of each year through Jan. 15th of the following year;

ii) Unit Owners shall be permitted to place white lights on bushes and shrubs in the front or side yards adjacent to their respective Units;

iii) By way of supplementing and clarifying subparagraph '(E)' above with specific reference to the winter holiday season, Unit Owners shall be permitted to place seasonal wreathes or decorations not exceeding twenty-eight (28) inches in diameter – with or without a white spotlight aimed at such wreathes or decorations – on the main door or storm door of their respective Units, provided the method of attachment is temporary;

iv) Owners of end units only shall be permitted to place seasonal wreathes or decorations not exceeding twenty-eight (28) inches in diameter on the white vent over the garage door of their respective Units;

v) Unit Owners shall be permitted to place white candle-style lights, visible from outside the structure, in the windows of their respective Units;

vi) Placement or display of blinking, running (i.e., sequenced or otherwise simulating movement) and/or colored lights is expressly prohibited;

vii) Other than as described above, Unit Owners shall not place or display lawn ornaments and/or decorations in front or side yards or planting areas adjacent to their respective Units; and

viii) Other than as described above, Unit Owners shall not place or display lights, ornaments or decorations normally intended for exterior display on or in, or in such a fashion as to cause them to be visible from outside the structure of, their respective Units.

(G) Subject to all of the terms and conditions outlined above, and solely with respect to the specific subject matter, permissions and items addressed therein, the provisions of subparagraphs (A) through (F) above concerning permissible activities of Unit Owners shall be deemed to supersede the mandate of Article II, Section 4 that prior written approval for such activities be obtained from the Board of Directors.

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- II. In order to correct a previous typographical numbering error, existing Article VI, Section 8 ("Effect of Non-Payment of Assessments and/or Limited Charges; The Personal Obligation of the Owner; The Lien; Remedies of the Association") shall be renumbered as Article VI, Section 9 ("Effect of Non-Payment of Assessments and/or Limited Charges; The Personal Obligation of the Owner; The Lien; Remedies of the Association").

IN WITNESS WHEREOF, the undersigned, being the duly elected and qualified President of the Association, has executed this instrument on the Association's behalf this 14th day of October, 2000.

HOPE RIDGE HOMEOWNERS ASSOCIATION

Lois K. Walters

By: Lois Walters, Its President

STATE OF NEW JERSEY :
: ss.
COUNTY OF WARREN :

On the 14th day of October, 2000, before me, the undersigned officer, personally appeared Lois Walters, who acknowledged himself to be the President of the Hope Ridge Homeowners Association, a Pennsylvania nonprofit corporation, and that he, as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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

Lynn M. Garrison
Notary Public

LYNN M. GARRISON
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 10/24/2004

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**SECOND AMENDMENT TO THE
HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT TO HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION (hereinafter referred to as the "Second Amendment to Declaration") is made this 20th day of **March 2001** by the **HOPE RIDGE HOMEOWNERS ASSOCIATION**, a Pennsylvania non-profit corporation (hereinafter referred to as the "Association") having offices care of Sunburst Property management, 1001 East Highland Street, Allentown, Pennsylvania 18109.

WITNESSETH:

WHEREAS, JACK CALAHAN recorded with the Northampton County Recorder of Deeds Office, in Deed Book Volume 1996-1, Page 129864, a Hope Ridge Villas Homeowner's Association Declaration of Covenants, Conditions and Restrictions dated June 12, 1996 (hereinafter referred to as the "Declaration"); and

WHEREAS, the Association and the members thereof desire to amend the Declaration to provide revised provisions regarding insurance; and

WHEREAS, Article IX Section 5 of the Declaration requires that amendments to the Declaration require a vote of no less than **sixty-seven** percent (67%) of the members of the Association; and

WHEREAS, the Association held a duly advertised meeting of the members of the Association on March 7, 2001 (hereinafter referred to as the "Meeting"), at which were present twenty-one unit owners percent (24%) of the members; and a vote, by ballot, exceeding 67% of the members was completed via first class mail.

WHEREAS, the members, at the Meeting along with ballot vote, voted to amend the Declaration as more fully set forth hereinafter.

NOW THEREFORE, intending to be legally bound hereby, the Association, and the members thereof agree to amend the Declaration as follows:

COUNTY OF NORTHAMPTON
UNIFORM PARCEL IDENTIFIER
PAGE ONE (1)

SUBDIVISION NAME: HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION, BETHLEHEM,
TOWNSHIP

DATE: 5/21/98

| ADDRESS: | PARCEL# |
|-----------------------|------------------|
| 2801 HOPE RIDGE DRIVE | M8SW2 9 72 0205 |
| 2802 HOPE RIDGE DRIVE | M8SW2 31 3 0205 |
| 2803 HOPE RIDGE DRIVE | M8SW2 9 71 0205 |
| 2804 HOPE RIDGE DRIVE | M8SW2 31 2 0205 |
| 2805 HOPE RIDGE DRIVE | M8SW2 9 70 0205 |
| 2806 HOPE RIDGE DRIVE | M8SW2 31 1 0205 |
| 2807 HOPE RIDGE DRIVE | M8SW2 9 69 0205 |
| 2808 HOPE RIDGE DRIVE | M8SW2 31 13 0205 |
| 2809 HOPE RIDGE DRIVE | M8SW2 9 68 0205 |
| 2811 HOPE RIDGE DRIVE | M8SW2 9 67 0205 |
| 2813 HOPE RIDGE DRIVE | M8SW2 9 66 0205 |
| 2815 HOPE RIDGE DRIVE | M8SW2 9 65 0205 |
| 2817 HOPE RIDGE DRIVE | M8SW2 9 64 0205 |
| 2819 HOPE RIDGE DRIVE | M8SW2 9 63 0205 |
| 2821 HOPE RIDGE DRIVE | M8SW2 9 62 0205 |
| 2822 HOPE RIDGE DRIVE | M8SW2 31 12 0205 |
| 2823 HOPE RIDGE DRIVE | M8SW2 9 61 0205 |
| 2824 HOPE RIDGE DRIVE | M8SW2 31 11 0205 |
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| 2827 HOPE RIDGE DRIVE | M8SW2 9 60 0205 |
| 2828 HOPE RIDGE DRIVE | M8SW2 31 9 0205 |
| 2829 HOPE RIDGE DRIVE | M8SW2 9 59 0205 |
| 2831 HOPE RIDGE DRIVE | M8SW2 9 58 0205 |
| 2833 HOPE RIDGE DRIVE | M8SW2 9 57 0205 |
| 2841 HOPE RIDGE DRIVE | M8SW2 9 56 0205 |
| 2843 HOPE RIDGE DRIVE | M8SW2 9 55 0205 |
| 2845 HOPE RIDGE DRIVE | M8SW2 9 54 0205 |
| 2847 HOPE RIDGE DRIVE | M8SW2 9 53 0205 |
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| 2853 HOPE RIDGE DRIVE | M8SW2 9 51 0205 |
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| 2871 HOPE RIDGE DRIVE | M8SW2 9 42 0205 |
| 2875 HOPE RIDGE DRIVE | M8SW2 9 41 0205 |
| 2877 HOPE RIDGE DRIVE | M8SW2 9 40 0205 |
| 2879 HOPE RIDGE DRIVE | M8SW2 9 39 0205 |

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COUNTY OF NORTHAMPTON
UNIFORM PARCEL IDENTIFIER
PAGE TWO (2)

| | |
|-----------------------|------------------|
| 2881 HOPE RIDGE DRIVE | M8SW2 9 38 0205 |
| 2884 HOPE RIDGE DRIVE | M8SW2 32 14 0205 |
| 2885 HOPE RIDGE DRIVE | M8SW2 9 37 0205 |
| 2886 HOPE RIDGE DRIVE | M8SW2 32 13 0205 |
| 2887 HOPE RIDGE DRIVE | M8SW2 9 36 0205 |
| 2888 HOPE RIDGE DRIVE | M8SW2 32 12 0205 |
| 2889 HOPE RIDGE DRIVE | M8SW2 9 35 0205 |
| 2890 HOPE RIDGE DRIVE | M8SW2 32 110205 |
| 2891 HOPE RIDGE DRIVE | M8SW2 9 34 0205 |
| 2892 HOPE RIDGE DRIVE | M8SW2 32 10 0205 |
| 2893 HOPE RIDGE DRIVE | M8SW2 9 33 0205 |
| 2894 HOPE RIDGE DRIVE | M8SW2 32 9 0205 |
| 2895 HOPE RIDGE DRIVE | M8SW2 9 32 0205 |
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| 2898 HOPE RIDGE DRIVE | M8SW2 32 7 0205 |
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| 2901 LARKSPUR LANE | M8SW2 32 30 0205 |
| 2903 LARKSPUR LANE | M8SW2 32 29 0205 |
| 2905 LARKSPUR LANE | M8SW2 32 28 0205 |
| 2907 LARKSPUR LANE | M8SW2 32 27 0205 |
| 2911 LARKSPUR LANE | M8SW2 32 26 0205 |
| 2913 LARKSPUR LANE | M8SW2 32 25 0205 |
| 2915 LARKSPUR LANE | M8SW2 32 24 0205 |
| 2917 LARKSPUR LANE | M8SW2 32 23 0205 |
| 2919 LARKSPUR LANE | M8SW2 32 22 0205 |
| 2921 LARKSPUR LANE | M8SW2 32 21 0205 |
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| 2925 LARKSPUR LANE | M8SW2 32 19 0205 |
| 2926 LARKSPUR LANE | M8SW2 31 7 0205 |
| 2928 LARKSPUR LANE | M8SW2 31 8 0205 |

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1. ARTICLE VIII, Insurance, shall be amended to read as follows:

Section 1. Property Casualty Insurance. The Association's Board of Directors, or its duly authorized agent, shall obtain and maintain, to the extent reasonably available, 'all risk' property and casualty insurance insuring the Common Facilities owned or leased by it against all common risks of direct physical loss, covering the interests of the Association, the Board and the Unit Owners, as their interests may appear. The total amount of insurance (after application of any deductibles) shall be not less than one hundred percent (100%) of the actual value of the insured property (exclusive of land, excavations, foundations and other items normally excluded from such casualty policies).

Section 2. Association Liability Insurance. The Association shall obtain and maintain comprehensive general public liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000 for bodily injury or death arising from a single occurrence.

Section 3. Other Insurance. The Association may carry any other insurance including, but not limited to, directors and officers liability insurance, fidelity bonds, and the like, as the Board may determine from time to time.

Section 4. Policy Terms; Waiver of Claims.

A. Property, casualty and liability insurance carried by the Association pursuant to Section 1 and Section 2 hereof shall contain any policy terms required by the Act. Such policies shall provide (i) that each Unit Owner shall be an insured person under the Association's liability insurance with respect to liability arising out of his membership in the Association, (ii) that the insurer waives its right of subrogation under the policy against any unit Owner or member of the Unit Owner's household, (iii) that no act or omission by a Unit Owner (unless acting within the scope of his authority on behalf of the Association) will void the policy or be a condition of recovery under the policy, (iv) that if, at the time of the loss under the policy, there is other insurance in the name of a unit owner covering the same risk covered by the policy, the Association's policy is primary insurance not contributing with the other insurance, (v) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash, (vi) statement that no policy may be canceled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners, (vii) a statement that no policy be canceled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time after the demand within which the defect may be cured by the Association, its manager, any Owner or Mortgagee, (viii) an "any other insurance" clause in any policy not exclude individual owners, policies from consideration, and (ix) that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

B. Each Unit Owner, for himself, herself or itself and members of his, her or its household, hereby waives any claims the Unit Owner may have against the Association or against any other Unit Owner arising out of any damage to or destruction of his, her or its Unit and any claims for personal injury and property damage to the extent such damages are covered by insurance maintained by the Association hereunder.

C. All policies shall be written with a reputable and financially sound company or other organization, including captive, risk retention or self insurance programs, if those policies are available at what the Association, in its sole discretion, believes is a competitive rate of premium. Neither the Association nor its Directors shall have any liability for the failure of any insurer selected by it or them in good faith, nor shall the Association or its Directors have any liability to Owners for actions taken in good faith by them including, but not limited to: placing coverage with non-admitted carriers, self-insuring, maintaining deductibles, or joining a mutual company whose policies are assessable, and placing or pooling associations.

D. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Northampton County, Pennsylvania, area.

Section 5. Failure to Obtain Insurance. If the insurance described in Section 1 and Section 2 hereof is not maintained, the Association shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all unit owners.

Section 6. Insurance Obligations of Unit Owners. Each Unit Owner shall be individually and solely responsible for maintaining fire, hazard and casualty insurance (in such amount that is either greater or equal value to 100% replacement cost of the Unit, including but not limited to any portion of the Unit for which the Association has maintenance responsibility) with respect to such Unit Owner's Unit, and all contents thereof, and liability insurance with respect to the Unit Owner's Unit, and the contents thereof and any personal property thereon, and against losses, damages or injuries occurring on or in the Unit Owner's Unit. The Association shall have no insurance responsibility with respect to any Unit or Dwelling. At the request of the Board of Directors, Owners shall file a copy of each individual policy or policies covering a Unit Owner's Unit and personal property with the Board of Directors within ten (10) days after receiving such request. Each Unit Owner shall promptly notify, in writing, the Board of Directors in the event that the Unit Owner's policy is canceled. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of the Unit Owner's, the Unit Owner shall proceed promptly to repair or to reconstruct the damaged Unit in a manner consistent with the original construction or the current building code as applicable or any other plans and specifications as are approved in accordance with this Declaration. The Owner shall pay any and all costs of repair or reconstruction which are not covered by insurance proceeds.

Section 7. Adjustment of Losses. Any losses covered by any property insurance policy maintained by the Association shall be adjusted solely by and with the approval of the Association and proceeds thereof shall be payable to the Association and not to any mortgagee or Unit Owner. The Association shall hold such proceeds in trust for the benefit of the Association, the Unit Owners and lien holders, as their interests may appear. Subject to Section 8 below, such proceeds shall be disbursed first for the repair or restoration of the damaged Common Elements and no Unit Owners or lien holders shall be entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Common Elements have been completely repaired or restored, or the Community is terminated.

Section 8. Use of Proceeds. Any part of the Common Elements for which the Association maintains property insurance which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) the Community is terminated in the manner provided under the Act, (ii) eighty percent (80%) of the Unit Owners (including every Unit Owner to whose Unit any Limited Common Elements which will not be rebuilt is allocated) vote not to rebuild or (iii) repair or replacement would be illegal under any State or local health or safety statute or ordinance. The cost of the repair or replacement in excess of available insurance proceeds and reserves shall be a General Common Expense or, with respect to Limited Common Elements repaired or replaced, a Limited Common Expense. If the entire Community is not repaired or replaced, the insurance proceeds shall be distributed and disbursed pursuant to the requirements of the Act.

Section 9. Other Insurance Requirements. The Association shall maintain, to the extent reasonably available, any insurance coverage's that may be required under applicable law or under applicable guidelines and regulations promulgated by the Department of Housing and Urban Development, the Veterans' Administration, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, and/or their successors or assigns. The Board shall have the right to increase insurance coverage's and obtain additional insurance coverage's not specifically stated herein as the Board may from time to time determine, in its discretion and the premiums for such additional or different insurance coverage's shall be deemed to be Common Expenses of the Association. Policies of insurance shall be deposited with and shall be maintained by the Board.

Section 10. Powers of Board. The Board shall have full and exclusive power and authority to negotiate, adjust and compromise all claims for insurance coverage's, and to execute and deliver releases therefor upon payment of the agreed settlement for such claims; provided, however, no mortgagee having an interest in any losses may be prohibited from participating in the settlement negotiations, if any, related to the losses..

Section 11. Insurance Deductibles. If maintenance is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the person or persons (including the Association) responsible for the repair in the absence of insurance. If the loss affects more than one Lot or a Lot and the Common Elements, the cost of the deductible may be apportioned equitably by the Board of Directors among the parties suffering loss in accordance with the total cost of repair. Should the Association obtain a per Lot/per occurrence deductible, each Owner shall be responsible for any deductible applicable to its, his or her Lot in all cases.

Section 12. Damage and Destruction. If a party wall or fence is destroyed or damaged by fire or other casualty, then to the extent that the damage is not covered by insurance and repaired out of the proceeds of Association insurance, the Association, may restore it. The Owner or Owners who make use of the wall or fence shall contribute to the cost of restoration of it in equal proportions without prejudice, however, to the right of any owners to call for a larger contribution from the others under any rule of Pennsylvania law regarding liability for negligent or willful acts or omissions. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to the Owner's successors-in-title. The right to contribution shall be enforced pursuant to the Rules and Regulations of the Association, and in accordance with any applicable rule of Pennsylvania law.

2. All other terms, conditions and provisions of the Declaration not modified hereby are ratified and reconfirmed as if set forth herein at length and in full. This Second Amendment to Declaration shall governed by and construed pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to Declaration to be executed by the president of its Board of Directors the day and year first above written.

ATTEST:

HOPE RIDGE HOMEOWNERS
ASSOCIATION

By: *Ralph Montelone*

Name:
Title: Secretary

By: *Lois K. Walters*

Name:
Title: President

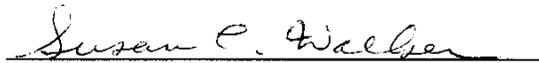
COMMONWEALTH OF PENNSYLVANIA :

: ss.

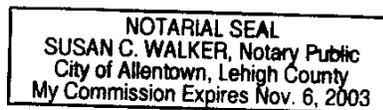
COUNTY OF LEHIGH :

On this, the **28th** day of **March**, 2001, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared **Lois Walters**, who acknowledged herself to be the **President**, of **The Hope Ridge Homeowner's Association**, and that she as such officer being authorized to do so, executed the same for the purpose therein contained by signing the name of the corporation by herself as **President**.

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


Notary Public

My Commission Expires:



RECORDER OF DEEDS
NORTHAMPTON COUNTY
PENNSYLVANIA

INSTRUMENT NUMBER
2001011337

RECORDED ON
MAR 28 2001
1:35:02 PM

| | |
|-----------------|---------|
| RECORDING FEE | \$23.00 |
| STATE WRIT TAX | \$0.50 |
| COUNTY RECORDS | \$1.00 |
| IMPROVEMENT FEE | |
| DEEDS RECORDS | \$1.00 |
| IMPROVEMENT FEE | |
| TOTAL | \$25.50 |



I hereby CERTIFY that this document is recorded in the Recorder's Office of Northampton County, Pennsylvania.

Ann L. Aschatz

COMMONWEALTH OF PENNSYLVANIA :

: ss.

COUNTY OF LEHIGH :

On this, the 28th day of March, 2001, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared **Ralph Montilone**, who acknowledged himself to be the **Secretary**, of **The Hope Ridge Homeowner's Association**, and that he as such officer being authorized to do so, executed the same for the purpose therein contained by signing the name of the corporation by himself as **Secretary**.

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

Susan C. Walker

Notary Public

My Commission Expires:

NOTARIAL SEAL
SUSAN C. WALKER, Notary Public
City of Allentown, Lehigh County
My Commission Expires Nov. 6, 2003

COUNTY OF NORTHAMPTON

RECORDER OF DEEDS
NORTHAMPTON COUNTY GOVERNMENT CENTER
669 WASHINGTON STREET
EASTON, PENNSYLVANIA 18042-7486
Area Code (610) 829-6210

Andrea F. Suter - Recorder
Dorothy J. Edelman - Lead Deputy
Barbara L. Manieri - Deputy



Book - 2016-1 Starting Page - 50880

***Total Pages - 6**

Instrument Number - 2016006705

Recorded On 3/22/2016 At 8:56:19 AM

*** Instrument Type - AMENDMENT**

Invoice Number - 827677

*** Grantor - HOPE RIDGE VILLAS HOMEOWNERS ASSOCIATION**

*** Grantee - HOPE RIDGE VILLAS HOMEOWNERS ASSOCIATION**

User - KAB

*** Customer - PIPERATO LAW OFFICE LLC**

NCGIS Registry UPI Certification
On March 21, 2016 By JG

*** FEES**

| | |
|-----------------------|----------|
| STATE WRIT TAX | \$0.50 |
| RECORDING FEES | \$15.00 |
| COUNTY RECORDS | \$2.00 |
| IMPROVEMENT FEE | |
| DEEDS RECORDS | \$3.00 |
| IMPROVEMENT FEE | |
| UPI CERTIFICATION FEE | \$870.00 |
| TOTAL PAID | \$890.50 |

***RECORDED BY:**

PIPERATO LAW OFFICE LLC
3894 COURTNEY ST
STE 105B
BETHLEHEM, PA 18017-8951

I hereby CERTIFY that this document is recorded in the
Recorder's Office Of Northampton County, Pennsylvania



Andrea F. Suter

Andrea F. Suter
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE FIRST PAGE
OF THIS LEGAL DOCUMENT

00D10X



Book: 2016-1

Page: 50880

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

5 89050
See Exhibit "A" for Uniform Parcel Identifier Numbers
FOURTH AMENDMENT

HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FOURTH AMENDMENT TO HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS hereinafter referred to as the "Fourth Amendment to Declaration" is made this 5th day of february, 2016, by the **HOPE RIDGE HOMEOWNERS ASSOCIATION**, located on Hope Ridge Drive and Larkspur Lane in Bethlehem Township, Easton, Pennsylvania 18045, which is also a Pennsylvania non-profit corporation (hereinafter referred to as the "Association") having offices care of MRH Enterprise, LLC, 1150 Glenlivet Drive, Suite A-16, Allentown, PA 18106.

WITNESSETH:

WHEREAS, Jack Calahan recorded the Declaration of Covenants, Conditions and Restrictions dated June 12, 1996, with the Northampton County Recorder of Deeds Office in Deed Book Volume 1995-1, Page 129864 (hereinafter referred to as the "Declaration"); and

WHEREAS, the Association recorded a First Amendment to the Declaration of Covenants, Conditions, and Restrictions dated October 14, 2000, in the Northampton County Recorder of Deeds Office in Deed Book Volume 2001-1, page 39918 (hereinafter referred to as the "First Amendment"); and

WHEREAS, the Association filed a Second Amendment to the Declaration of Covenants, Condition and Restrictions, dated March 20, 2001, in the Northampton County Recorder of Deeds Office in Deed Book Volume 2001-1, Page 47589 (hereinafter referred to as the "Second Amendment"); and

WHEREAS, the Association filed a Third Amendment to Declaration of Covenants, Conditions and Restrictions, dated _____, 201__, in the Northampton County Recorder of Deeds Office in Deed Book Volume _____, Page _____ (hereinafter referred to as the "Third Amendment"); and

WHEREAS, the Association and its members desire to amend the Declaration, First Amendment, Second Amendment, and Third Amendment to delete the requirement of a yearly audit; and

WHEREAS, Article IX, Section 5 of the Declaration requires that Amendments to the Declaration require a vote of not less than 67% of the members of the Association; and

WHEREAS, the Association held a duly advertised meeting of the Members of the Association on _____, 2015 (hereinafter referred to as the "Meeting"), at which were present _____% of the Members, and a vote, by ballot, exceeding 67% of the Members was completed via first class mail; and

WHEREAS, the Members at the Meeting along with ballot vote, voted to amend the Declaration as more fully set forth hereinafter.

NOW, THEREFORE, intending to be legally bound hereby, the Association, and the Members thereof agree to amend the Declaration as follows:

1. The Board shall not be required to have an audit of the Association's financials performed yearly by a certified public accountant. However, the Board shall require a year-end compilation report with sufficient detail as to enable the Association to comply with Section 3407 (relating to resale of Units) of the Uniform Pennsylvania Condominium Act.

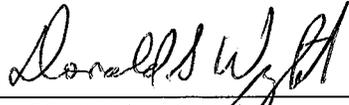
2. All other terms, conditions, and provisions of the Declaration, First Amendment, Second Amendment, and Third Amendment, not modified hereby are ratified and reconfirmed as if set forth herein at length and in full. This Fourth Amendment to Declaration shall be governed by and construed pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Association has caused this Fourth Amendment to Declaration to be executed by the President of its Board of Directors the day and year first above written.

ATTEST:

**HOPE RIDGE VILLAS
HOMEOWNER'S ASSOCIATION**

By: 
Secretary

By: 
Donald Wright, President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF NORTHAMPTON)

On this 5 day of FEB, 2015 before me, the subscriber, a Notary Public in and for the said Commonwealth and County, personally appeared DANIEL SWRIGHT, who acknowledged himself to be the President of **HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION**, a Pennsylvania non-profit corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



Notary Public
My Commission Expires _____
COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Robert F. Pretopapa, Notary Public
Palmer Twp., Northampton County
My Commission Expires April 29, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT "A"

COUNTY OF NORTHAMPTON
UNIFORM PARCEL IDENTIFIER
PAGE ONE (1)

SUBDIVISION NAME: HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION, BETHLEHEM,
TOWNSHIP

DATE: 5/21/98

| ADDRESS: | PARCEL# |
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COUNTY OF NORTHAMPTON
UNIFORM PARCEL IDENTIFIER
PAGE TWO (2)

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RECORDED
2016 MAR 18 PM 2:19
RECORDER OF DEEDS
NORTHAMPTON COUNTY, PA

RECEIVED

COUNTY OF NORTHAMPTON

RECORDER OF DEEDS

NORTHAMPTON COUNTY GOVERNMENT CENTER
669 WASHINGTON STREET
EASTON, PENNSYLVANIA 18042-7486
Area Code (610) 829-6210

Andrea F. Suter - Recorder
Dorothy J. Edelman - Lead Deputy
Barbara L. Manieri - Deputy



Book - 2016-1 Starting Page - 50886

*Total Pages - 6

Instrument Number - 2016006706

Recorded On 3/22/2016 At 8:56:20 AM

* Instrument Type - AMENDMENT

Invoice Number - 827677

* Grantor - HOPE RIDGE VILLAS HOMEOWNERS ASSOCIATION

* Grantee - HOPE RIDGE VILLAS HOMEOWNERS ASSOCIATION

User - KAB

* Customer - PIPERATO LAW OFFICE LLC

NCGIS Registry UPI Certification
On March 21, 2016 By JG

*** FEES**

| | |
|-----------------------|----------|
| STATE WRIT TAX | \$0.50 |
| RECORDING FEES | \$15.00 |
| COUNTY RECORDS | \$2.00 |
| IMPROVEMENT FEE | |
| DEEDS RECORDS | \$3.00 |
| IMPROVEMENT FEE | |
| UPI CERTIFICATION FEE | \$870.00 |
| TOTAL PAID | \$890.50 |

***RECORDED BY:**

PIPERATO LAW OFFICE LLC
3894 COURTNEY ST
STE 105B
BETHLEHEM, PA 18017-8951

I hereby CERTIFY that this document is recorded in the
Recorder's Office Of Northampton County, Pennsylvania



Andrea F. Suter

Andrea F. Suter
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE FIRST PAGE
OF THIS LEGAL DOCUMENT

Book: 2016-1

Page: 50886



* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

890 50
See Exhibit "A" for Uniform Parcel Identifier Numbers
FIFTH AMENDMENT

HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIFTH AMENDMENT TO HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS hereinafter referred to as the "Fifth Amendment to Declaration" is made this 5th day of february, 2016, by the **HOPE RIDGE HOMEOWNERS ASSOCIATION**, located on Hope Ridge Drive and Larkspur Lane in Bethlehem Township, Easton, Pennsylvania 18045, which is also a Pennsylvania non-profit corporation (hereinafter referred to as the "Association") having offices care of MRH Enterprise, LLC, 1150 Glenlivet Drive, Suite A-16, Allentown, PA 18106.

WITNESSETH:

WHEREAS, Jack Calahan recorded the Declaration of Covenants, Conditions and Restrictions dated June 12, 1996, with the Northampton County Recorder of Deeds Office in Deed Book Volume 1995-1, Page 129864 (hereinafter referred to as the "Declaration"); and

WHEREAS, the Association recorded a First Amendment to the Declaration of Covenants, Conditions, and Restrictions dated October 14, 2000, in the Northampton County Recorder of Deeds Office in Deed Book Volume 2001-1, page 39918 (hereinafter referred to as the First Amendment"); and

WHEREAS, the Association filed a Second Amendment to the Declaration of Covenants, Condition and Restrictions, dated March 20, 2001, in the Northampton County Recorder of Deeds Office in Deed Book Volume 2001-1, Page 47589 (hereinafter referred to as the "Second Amendment"); and

WHEREAS, the Association filed a Third Amendment to Declaration of Covenants, Conditions and Restrictions, dated _____, 2015, in the Northampton County Recorder of Deeds Office in Deed Book Volume _____, Page _____ (hereinafter referred to as the "Third Amendment"); and

WHEREAS, The Association filed a Fourth Amendment to Declaration of Covenants, Conditions and Restrictions, dated _____, 2015, in the Northampton County Recorder of Deeds Office in Deed Book Volume _____, Page _____ (hereinafter referred to as the "Fourth Amendment"); and

WHEREAS, the Association and its members desire to amend the Declaration, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, to provide that an Owner may not lease or rent a Unit prior to the expiration of twenty-four (24) months from the date of acquisition; and

WHEREAS, Article IX, Section 5 of the Declaration requires that Amendments to the Declaration require a vote of not less than 67% of the members of the Association; and

WHEREAS, the Association held a duly advertised meeting of the Members of the Association on _____, 2015 (hereinafter referred to as the "Meeting"), at which were present _____% of the Members, and a vote, by ballot, exceeding 67% of the Members was completed via first class mail; and

WHEREAS, the Members at the Meeting along with ballot vote, voted to amend the Declaration as more fully set forth hereinafter.

NOW, THEREFORE, intending to be legally bound hereby, the Association, and the Members thereof agree to amend the Declaration as follows:

1. No Unit Owner shall be permitted to lease a Lot/Unit until first residing in the Lot/Unit for a period of not less than twenty four (24) months. Upon satisfaction of this twenty-four (24) month minimum residency requirement, a Unit Owner may lease a Lot/Unit subject to the provisions of the Condominium Documents.

2. All other terms, conditions, and provisions of the Declaration, First Amendment, Second Amendment, and Third Amendment, not modified hereby are ratified and reconfirmed as if set forth herein at length and in full. This Fifth Amendment to Declaration shall be governed by and construed pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Association has caused this Fifth Amendment to Declaration to be executed by the President of its Board of Directors the day and year first above written.

ATTEST:

**HOPE RIDGE VILLAS
HOMEOWNER'S ASSOCIATION**

By: Shelton Gaggana
Secretary

By: Donald Wright
Donald Wright, President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF NORTHAMPTON)

On this 5 day of FEB, 2015, before me, the subscriber, a Notary Public in and for the said Commonwealth and County, personally appeared DONALD WRIKKE, who acknowledged himself to be the President of **HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION**, a Pennsylvania non-profit corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



Notary Public
My Commission Expires

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Robert F. Pretopapa, Notary Public
Palmer Twp., Northampton County
My Commission Expires April 29, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT "A"

COUNTY OF NORTHAMPTON
UNIFORM PARCEL IDENTIFIER
PAGE ONE (1)

SUBDIVISION NAME: HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION, BETHLEHEM,
TOWNSHIP

DATE: 5/21/98

| ADDRESS: | PARCEL# |
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COUNTY OF NORTHAMPTON
UNIFORM PARCEL IDENTIFIER
PAGE TWO (2)

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RECORDED DEEDS
NORTHAMPTON COUNTY, PA.

2016 MAR 18 PM 2:19

RECEIVED

COUNTY OF NORTHAMPTON

RECORDER OF DEEDS
NORTHAMPTON COUNTY GOVERNMENT CENTER
669 WASHINGTON STREET
EASTON, PENNSYLVANIA 18042-7486
Area Code (610) 829-6210

Andrea F. Suter - Recorder
Dorothy J. Edelman - Lead Deputy
Barbara L. Manieri - Deputy



Book - 2016-1 Starting Page - 50892

*Total Pages - 8

Instrument Number - 2016006707

Recorded On 3/22/2016 At 8:56:21 AM

* Instrument Type - AMENDMENT

Invoice Number - 827677

* Grantor - HOPE RIDGE VILLAS HOMEOWNERS ASSOCIATION

* Grantee - HOPE RIDGE VILLAS HOMEOWNERS ASSOCIATION

User - KAB

* Customer - PIPERATO LAW OFFICE LLC

NCGIS Registry UPI Certification
On March 21, 2016 By JG

* FEES

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|-----------------------|----------|
| STATE WRIT TAX | \$0.50 |
| RECORDING FEES | \$19.00 |
| COUNTY RECORDS | \$2.00 |
| IMPROVEMENT FEE | |
| DEEDS RECORDS | \$3.00 |
| IMPROVEMENT FEE | |
| UPI CERTIFICATION FEE | \$870.00 |
| TOTAL PAID | \$894.50 |

* RECORDED BY:

PIPERATO LAW OFFICE LLC
3894 COURTNEY ST
STE 105B
BETHLEHEM, PA 18017-8951

I hereby CERTIFY that this document is recorded in the
Recorder's Office Of Northampton County, Pennsylvania



Andrea F. Suter

Andrea F. Suter
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW THE FIRST PAGE
OF THIS LEGAL DOCUMENT

Book: 2016-1

Page: 50892

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* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

7 894 50
See Exhibit "A" for Uniform Parcel Identifier Numbers
SIXTH AMENDMENT

HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SIXTH AMENDMENT TO HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS hereinafter referred to as the "Sixth Amendment to Declaration" is made this 5th day of february, 2016, by the **HOPE RIDGE HOMEOWNERS ASSOCIATION**, located on Hope Ridge Drive and Larkspur Lane in Bethlehem Township, Easton, Pennsylvania 18045, which is also a Pennsylvania non-profit corporation (hereinafter referred to as the "Association") having offices care of MRH Enterprise, LLC, 1150 Glenlivet Drive, Suite A-16, Allentown, PA 18106.

WITNESSETH:

WHEREAS, Jack Calahan recorded the Declaration of Covenants, Conditions and Restrictions dated June 12, 1996, with the Northampton County Recorder of Deeds Office in Deed Book Volume 1995-1, Page 129864 (hereinafter referred to as the "Declaration"); and

WHEREAS, the Association recorded a First Amendment to the Declaration of Covenants, Conditions, and Restrictions dated October 14, 2000, in the Northampton County Recorder of Deeds Office in Deed Book Volume 2001-1, page 39918 (hereinafter referred to as the First Amendment"); and

WHEREAS, the Association filed a Second Amendment to the Declaration of Covenants, Condition and Restrictions, dated March 20, 2001, in the Northampton County Recorder of Deeds Office in Deed Book Volume 2001-1, Page 47589 (hereinafter referred to as the "Second Amendment"); and

WHEREAS, the Association filed a Third Amendment to Declaration of Covenants, Conditions and Restrictions, dated _____, 201__, in the Northampton County Recorder of Deeds Office in Deed Book Volume _____, Page _____ (hereinafter referred to as the "Third Amendment"); and

WHEREAS, the Association filed a Fourth Amendment to Declaration of Covenants, Conditions and Restrictions, dated _____, 201__, in the Northampton County Recorder of Deeds Office in Deed Book Volume _____, Page _____ (hereinafter referred to as the "Fourth Amendment"); and

WHEREAS, the Association filed a Fifth Amendment to Declaration of Covenants, Conditions and Restrictions, dated _____, 201__, in the Northampton County Recorder of Deeds Office in Deed Book Volume _____, Page _____ (hereinafter referred to as the “Fifth Amendment”); and

WHEREAS, the Association and its members desire to amend the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment to restrict the leasing of Lots/Units to maintain the quality and residential character of the Property and value of the Lots/Units. The provisions of this Sixth Amendment are intended to achieve this purpose; and

WHEREAS, Article IX, Section 5 of the Declaration requires that Amendments to the Declaration require a vote of not less than 67% of the members of the Association; and

WHEREAS, the Association held a duly advertised meeting of the Members of the Association on _____, 2015 (hereinafter referred to as the “Meeting”), at which were present _____% of the Members, and a vote, by ballot, exceeding 67% of the Members was completed via first class mail; and

WHEREAS, the Members at the Meeting along with ballot vote, voted to amend the Declaration as more fully set forth hereinafter.

NOW, THEREFORE, intending to be legally bound hereby, the Association, and the Members thereof agree to amend the Declaration as follows:

Leasing Restrictions and Procedures:

1. After the recordation of this Sixth Amendment of Declaration of Covenants, Conditions and Restrictions, the condominium documents prohibit leasing more than eight (8) Lots/Units of the Community. Prior to leasing a Lot/Unit, an owner must receive prior written permission to any leasing from the Board of Directors. Leases having unexpired terms as of the date of recording of this Sixth Amendment to Declaration of Covenants, Conditions and Restrictions may remain in effect notwithstanding the fact that more than eight (8) Lots/Units are under lease; provided, however, that owners/lessors under any lease on a month-to-month (or other short term periodic) basis as of the date of recordation of this Sixth Amendment must provide their lessees with required thirty (30) day notice to quit promptly following the recordation of this Sixth Amendment if the existence of such month-to-month lease causes more than eight (8) Lots/Units in the Community to be under lease, as determined by the Board of Directors in their sole and absolute discretion.
2. Leases of less than one (1) year shall be prohibited, unless the owner has applied to the Board of Directors for an exception as set forth herein and has received prior written permission from the Board of Directors.

3. No Unit may be leased without a written lease.
4. Owners shall be fully and completely responsible for the acts of their lessees.
5. The rights of any lessee of the Lot/Unit shall be subject to, each shall be bound by, and the Association may enforce against the lessee, the Covenants, Conditions, and Restrictions set forth in the Declaration, By-Laws and Rules and Regulations; and a default thereunder shall constitute a default under the lease; provided, however, that the foregoing shall not impose any direct liability on any lessee of a Lot/Unit to pay common expense assessments on behalf of the owner of that Lot/Unit.
6. No sub-leasing of a Lot/Unit shall be permitted and any purported sublease will be null and void and of no force and effect.
7. No leased Lot/Unit may be occupied by anyone other than the lessee(s) named in the lease, his or her spouse, natural or adopted children, or parents as specified in the lease.
8. No Lease shall have a term of less than one (1) year.
9. A copy of the complete proposed lease shall be submitted to the Board at least thirty (30) days prior to the initial term of the lease for written approval of the Board as complying with the requirements of this Sixth Amendment. However, the Board of Directors shall have the right to deny any Lease presented to the Board in the event the Lot Owner is delinquent in any association fees.
10. A counterpart executed original copy of the complete lease and the lessee's telephone number shall be furnished to the Board within five (5) days after execution thereof and the owner shall advise the Board in writing of any change in the status of the leased Lot/Unit.
11. If any Lot/Unit owner/lessor or lessee is in violation of any provisions of the lease, this Declaration or the Association Rules and Regulations, the Association may bring an action in its own name or in the name of the Lot/Unit owner/lessor, lessee or both, to have the lessee evicted or to recover damages, or both.
12. The Association, for the benefit of the Association and every other owner, shall have the rights of enforcement of any lease, directly against the lessee(s) including, without limitation, the right to terminate any lease of a unit by reason of violation of the provisions of the lease, this Declaration, this Sixth Amendment, or the Rules and Regulations and to then, at the option of the Association, evict the lessee from the Lot/Unit without liability to the owner. All owners agree to be bound by the foregoing for the common good of all owners

notwithstanding the fact that some financial loss may be suffered by the owner of the effected unit by reason thereof.

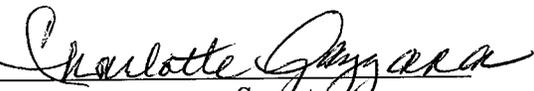
13. As a general policy, the Board may choose to grant an exception to the limitation of eight (8) leased Lots/Units on a case by case basis for estate planning purposes, financial hardship, or other reasons. The Board will require convincing reasons to demonstrate why failure to approve a request for leasing would create an unreasonable hardship on the applicant.

All other terms, conditions, and provisions of the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment, not modified hereby are ratified and reconfirmed as if set forth herein at length and in full. This Sixth Amendment to Declaration shall be governed by and construed pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Association has caused this Sixth Amendment to Declaration to be executed by the President of its Board of Directors the day and year first above written.

ATTEST:

**HOPE RIDGE VILLAS
HOMEOWNER'S ASSOCIATION**

By: 
Secretary

By: 
Donald Wright, President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF NORTHAMPTON)

On this 5 day of FEB, 2015, before me, the subscriber, a Notary Public in and for the said Commonwealth and County, personally appeared ROBERT S. WILSON who acknowledged himself to be the President of **HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION**, a Pennsylvania non-profit corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



Notary Public
My Commission Expires _____

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Robert F. Pretopapa, Notary Public
Palmer Twp., Northampton County
My Commission Expires April 29, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT "A"

COUNTY OF NORTHAMPTON
UNIFORM PARCEL IDENTIFIER
PAGE ONE (1)

SUBDIVISION NAME: HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION, BETHLEHEM,
TOWNSHIP

DATE: 5/21/98

| ADDRESS: | PARCEL# |
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COUNTY OF NORTHAMPTON
UNIFORM PARCEL IDENTIFIER
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NORTHAMPTON COUNTY, PA

2016 MAR 18 PM 2:20

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SEVENTH AMENDMENT

HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SEVENTH AMENDMENT TO HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS hereinafter referred to as the "Seventh Amendment to Declaration" is made this 20th day of December, 2019, by the HOPE RIDGE HOMEOWNER'S ASSOCIATION, located on Hope Ridge Drive and Larkspur Lane in Bethlehem Township, Easton, Pennsylvania 18045, which is also a Pennsylvania non-profit corporation (hereinafter referred to as the "Association") having offices care of Finer Points Management, 1636 N Cedar Crest Blvd, Suite 318, Allentown, Pennsylvania 18104.

WITNESSETH:

WHEREAS, Jack Calahan recorded the Declaration of Covenants, Conditions and Restrictions dated June 12, 1996, with the Northampton County Recorder of Deeds Office in Deed Book Volume 1995-1, Page 129864 (hereinafter referred to as the "Declaration"); and

WHEREAS, the Association recorded a First Amendment to the Declaration of Covenants, Conditions, and Restrictions dated October 14, 2000 in the Northampton County Recorder of Deeds Office in Deed Book Volume 2001-1, page 39918 (hereinafter referred to as the "First Amendment"); and

WHEREAS, the Association recorded a Second Amendment to the Declaration of Covenants, Conditions, and Restrictions dated March 20, 2001 in the Northampton County Recorder of Deeds Office in Deed Book Volume 2001-1, page 47589 (hereinafter referred to as the "Second Amendment"); and

WHEREAS, the Association did not process or record a Third Amendment to the Declaration of Covenants, Conditions, and Restrictions in the Northampton County Recorder of Deeds Office (hereinafter referred to as the "Third Amendment"); and

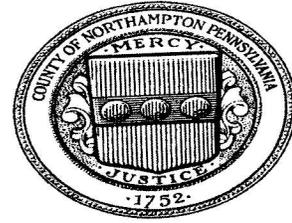
WHEREAS, the Association recorded a Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions dated February 5, 2016 in the Northampton County Recorder of Deeds Office in Deed Book Volume 2016-1, page 50880 (hereinafter referred to as the "Fourth Amendment"); and

WHEREAS, the Association recorded a Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions dated February 5, 2016 in the Northampton County Recorder of Deeds Office (hereinafter referred to as the "Fifth Amendment"); and

COUNTY OF NORTHAMPTON

RECORDER OF DEEDS
NORTHAMPTON COUNTY GOVERNMENT CENTER
669 WASHINGTON STREET
EASTON, PENNSYLVANIA 18042-7486
Area Code (610) 829-6210

Andrea F. Suter - Recorder
Dorothy J. Edelman - Lead Deputy
Barbara L. Manieri - Deputy



Book - 2020-1 Starting Page - 9122
*Total Pages - 6

Instrument Number - 2020001137
Recorded On 1/13/2020 At 3:03:06 PM

NCGIS Registry UPI Certification
On January 13, 2020 By SRT

* Instrument Type - AMENDMENT

Invoice Number - 941813

* Grantor - HOPE RIDGE VILLAS HOMEOWNERS ASSOCIATION

* Grantee - HOPE RIDGE VILLAS HOMEOWNERS ASSOCIATION

User - BLR

* Customer - HOPE RIDGE HOMEOWNERS ASSOCIATION

*** FEES**

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| STATE WRIT TAX | \$0.50 |
| RECORDING FEES | \$15.00 |
| COUNTY RECORDS | \$2.00 |
| IMPROVEMENT FEE | |
| DEEDS RECORDS | \$3.00 |
| IMPROVEMENT FEE | |
| UPI CERTIFICATION FEE | \$870.00 |
| TOTAL PAID | \$890.50 |

***RECORDED BY:**

HOPE RIDGE HOMEOWNERS ASSOCIATION
1636 N CEDAR CREST BLVD
STE 318
ALLENTOWN, PA 18104

I hereby CERTIFY that this document is recorded in the
Recorder's Office Of Northampton County, Pennsylvania



Andrea F. Suter

Andrea F. Suter
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

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OF THIS LEGAL DOCUMENT

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Book: 2020-1

Page: 9122

* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

WHEREAS, the Association recorded a Sixth Amendment to the Declaration of Covenants, Conditions, and Restrictions dated February 5, 2016 in the Northampton County Recorder of Deeds Office (hereinafter referred to as the "Sixth Amendment"); and

WHEREAS, the Association and its members desire to amend the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment to increase the Initial Contribution assessment. The provisions of this Seventh Amendment are intended to achieve this purpose; and

WHEREAS, Article IX, Section 5 of the Declaration requires that Amendments to the Declaration require an affirmative vote of not less than 67% of the members of the Association; and

WHEREAS, the Association conducted a vote, by ballot, via first class mail, exceeding 67% of the Members; and

WHEREAS, the Members voted to amend the Declaration as more fully set forth hereinafter

NOW, THEREFOR, intending to be legally bound hereby, the Association, and the Members thereof agree to amend the Declaration as follows:

Article VI, Section 5 shall be amended as follows:

Initial Contributions. Each time that title to a Lot is conveyed to an Owner who is, or shall upon such conveyance be a Class A Member, the Owner shall make a non-refundable initial contribution for such conveyed Lot in the amount of \$750.00. The initial contribution shall be due each and every time a Lot is conveyed to an Owner who is a Class A Member and such contribution shall be paid, in full, at the time of such conveyance. No such contribution shall be due from the Declarant in the event Declarant's Class B membership becomes a Class A membership.

All other terms, conditions, and provisions of the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment, not modified hereby are ratified and reconfirmed as if set forth herein at length and in full. This Seventh Amendment shall be governed by and construed pursuant to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Association has caused this Seventh Amendment to Declaration to be executed by the President of its Board of Directors the day and year first above written.

ATTEST:

By: 
Secretary

HOPE RIDGE VILLAS
HOMEOWNER'S ASSOCIATION

By: 
President

COUNTY OF NORTHAMPTON
UNIFORM PARCEL IDENTIFIER
PAGE ONE (1)

SUBDIVISION NAME: HOPE RIDGE VILLAS HOMEOWNER'S ASSOCIATION

DATE: 5/21/98

Bethlehem Twp.

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COUNTY OF NORTHAMPTON
UNIFORM PARCEL IDENTIFIER
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