

**ARTICLE VI**  
**USE RESTRICTIONS**

**Section 6.1**      **Use and Occupancy of Units and Common Facilities.** The occupancy and use of the Units and Common Facilities, shall be subject to the following restrictions:

**6.1.1** Each Unit shall be used as a residence for a townhome or single-family dwelling and for no other purpose unless otherwise permitted herein and permitted by the Township Zoning Ordinance. Otherwise, no part of the Property shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial , manufacturing, mercantile, storing, vending or other such non-residential purposes; except Declaration and its successors and assigns, may use any portion of the Property for a model home site, and display sales office during the construction and sales period in accordance with Section 6.1.10 of this Article VI. No Unit shall be used for the purpose of carrying on an occupation unless the Unit Owner of such Unit obtains prior approval from the Township.

**6.1.2** Nuisances. No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on, in or upon any Unit or Common Facilities nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any other Unit Owner. No loud noises or noxious odors shall be permitted on the Property, and the Executive Board shall have the right to determine in accordance with the Bylaws if any noise, odor or activity producing such noise, odor or interference constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) , noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Unit Owner in the Property, shall be located, used or placed on any portion of the Property, or exposed to the view of other Unit Owners without the prior written approval of the Architectural Committee and Executive Board.

**6.1.3** Signs. Until such time as the Declarant has conveyed all Units to Unit Owners other than the Declarant, its successors and assigns, no sign, power, display, billboard or other advertising device of any kind shall be displayed to the public view on any Unit except for one sign containing not more than one (1) square foot specifying the resident of the Unit and house number assigned by the United States Postal Service. Unit Owners shall also be permitted to place a sign in the front window of the Unit advertising the Unit for sale, such sign not to exceed four (4) square feet.

- A. After such time as Declarant has conveyed all Units to Unit Owners other than the Declarant, or its successors and assigns, Unit Owners shall be permitted to display one (1) sign of not more than four (4) square feet, or the maximum size permitted by the applicable Township ordinance, whichever is less, to advertise the sale of the Unit.

**6.1.4** Parking and Vehicular Restrictions. Unit Owners shall park vehicles in the driveway located immediately adjacent to their Units. The parking spaces within the parking areas adjacent to roadways not designated for use by a Unit are intended primarily for visitor parking and shall be used by Unit Owners on a temporary basis only. No Unit Owner shall park, store or keep on any Unit within the Property any commercial type vehicle, or vehicle with a payload capacity of three thousand five hundred (3,500) pounds or greater (dump truck, cement mixer truck, oil or gas truck, delivery truck or any other vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Executive Board) or any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle) upon any uncovered parking space, so as to be visible from anywhere in the Property. The above excludes trucks with a payload capacity of

less than three thousand five hundred (3,500) pounds when used for everyday type transportation and subject to approval by the Executive Board. No Unit Owner shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any portion of any Unit or Common Facilities.

**6.1.5 Animal Restriction.** No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any Unit, except usual and ordinary dogs, cats, fish, birds and other household pets may be kept in Units subject to Rules and Regulations adopted by the Association, provided that they are not kept, bred or maintained for commercial purposes or in unreasonable quantities. As used in this Declaration, "unreasonable quantities" shall ordinarily mean more than three (3) pets per household, provided; however, that the Association (or the Architectural Committee and Executive Board or such person or entity as the Association may from time to time designate) may determine that a reasonable number in any instance may be more or less. The Association, acting through the Executive Board, shall have the right to prohibit maintenance of any animal which constitutes, in the opinion of the Executive Board, a nuisance to any other Unit Owner. Animals belonging to Unit Owners, occupants or their licensees, tenants or invitees within the Property must be either kept in a Unit or deck or on a leash being held by a person capable of controlling the animal, such animal may be removed by the Association or a person designated by the Association to do so, to an animal shelter. Furthermore, any Unit Owner shall be absolutely liable to each and all remaining Unit Owners, their families, guests, tenants, and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Property by a Unit Owner or by such Unit Owner's family, tenants or guests; and it shall be the absolute duty and responsibility of each Unit Owner to clean up after such animals which have used any portion of the Common Facilities.

**6.1.6 Outdoor Activities.** No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Unit or Common Facilities, and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. Trashcans and any other refuse container must be removed after pickup, the day of said pickup and shall be stored in the garage of the Unit. No refuse or any personal effects are to be stored in the front or rear yard of any Unit, with the exception of firewood. Firewood shall be neatly stacked in a location in the rear of the Unit and manner so as not to be offensive to adjoining Units and shall at all times be kept free of rodents or insects or other hibernating animals. Unit Owners may plant individual gardens to be maintained by the Unit Owner, such gardens to be located in the rear yard not more than five (5') feet beyond the rear wall of the Unit.

**6.1.7 Accessory Structures.** No outdoor clotheslines or fences are permitted on any Limited Common Facilities; provided, however, that invisible pet fences are permitted as long as said invisible pet fence is installed within the rear yard Exclusive Use Area and the Architectural Committee and Executive Board have granted their permission.

**6.1.8 Common Facilities.** Nothing shall be altered or constructed in or removed from the Common Facilities except upon the written consent of the Association and Township. No Unit Owner shall impair any easements conveyed to the Township by the Declaration of Covenants, Conditions, Restrictions and Easements, and/or by a separate Grant of Easement, duly recorded in Bucks County, Pennsylvania.

**6.1.9 Declarant Exemption.** Declarant, its successors or assigns will undertake the work of constructing Units and developing all of the Units and Common Facilities included within the Property. The completion of that work and sale, rental and other disposal of Units is essential to the establishment and welfare of said property as residential community. As used in this Section and its subparagraphs, the words "its successors and assigns" specifically do not include purchasers of lots improved with completed Units. In order that said work may be completed

and the Community be completed and established as a fully occupied residential community as rapidly as possible, no Unit Owner nor the Association shall do anything to interfere with, and nothing in this Declaration shall be understood or construed to:

- A. Prevent Declarant, and its successors or assigns, or its contractors or subcontractors, from doing on any Unit or Common Facilities whatever it determines to be necessary or advisable in connection with the completion of said work, including without limitation the alteration of its construction plans and designs as Declarant deems advisable in the course of development;
- B. Prevent Declarant, its successors or assigns, or its representatives, from erecting, constructing and maintaining on any Unit or Common Facilities, or portion thereof, owned or controlled by Declarant, or its successors or assigns, contractors or subcontractors, such structures and equipment, including but not limited to construction trailers, as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Property as a residential community and disposing of the same in lots by sale, lease or otherwise;
- C. Prevent Declarant, its successors, assigns, contractors or subcontractors, from maintaining such signs on any Unit or Common Facilities as may be necessary including, but not by way of limitation, safety and lot identification signs in connection with the sale, lease or other marketing of Units in the Property; or
- D. Prevent Declarant, its successors or assigns, from granting additional licensees, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary for the proper development and disposal of the Property.

The provisions herein restricting Unit Owners and the Association from interfering with the construction activities of the Declarant shall survive turnover of control of the Association pursuant to Article XVI below.

**6.1.10 Sales Models.** Declarant, reserves for itself, and its successors or assigns the right pursuant to Section 5217 of the Act to maintain offices and models in the Common Facilities portion of the Community in connection with the management of, sale or rental of Units owned by the Declarant in the Community. Declarant may maintain such offices and models in Units which have been constructed but not sold by the Declarant or in trailers placed by Declarant on the Common Facilities. Unsold Units shall not be deemed models unless specifically designed as models by the Declarant.

**6.1.11 Outside Installations.** No Unit Owner shall make any exterior improvement to a Unit, notwithstanding any requisite prior approval of the Architectural Committee and Executive Board, without first obtaining all approvals and permits required by the Township. No exterior lighting may be installed on Units without prior approval of the Architectural Committee and Executive Board. Any exterior lighting, as approved, must be shielded to prevent glare or annoying emission of light which unreasonably affects any other Unit. No solar panels or similar installations may be made unless specifically authorized by the Architectural Committee and Executive Board. No awnings or window guards shall be installed by any Unit Owner without the prior approval of the Architectural Committee and Executive Board. No radio station or short-wave operators of any kind shall operate from any Unit unless approved by the Executive Board. No exterior radio antenna, television antenna, satellite dishes or other signal receptors of any type shall be erected or maintained on any Unit without review and approval by the Architectural

Committee and Executive Board as to location and appearance. Signal receptors shall be subject to the following restrictions:

1. Antenna or satellite dishes shall be permitted per Unit, subject to the regulations promulgated by the Federal Communications Commission.
2. No satellite dish attached to a Unit may be greater than thirty-nine inches (39") in diameter.
3. No antenna shall be installed on the exterior of any Unit unless a Unit Owner can demonstrate that it cannot receive a reasonably acceptable signal with internal installation.
4. Any external installation shall be colored to match the surrounding or background structure.
5. No structure may be installed by a Unit Owner in the Common Facilities.

The Association shall have the right to establish additional Rules and Regulations as to location and screening of any externally placed signal receptor.

**6.1.12 Insurance Rates.** Nothing shall be done or kept in the Property which will increase the rate of insurance on any property insured by the Association without the approval of the Executive Board, nor shall anything be done or kept in the Property which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

**6.1.13 Drainage.** There shall be no interference by any Unit Owner with the established drainage pattern over any Common Facilities within the Property. For the purposes hereof, "established" drainage is defined by the drainage which exists at the time the overall grading of Common Facilities is completed by Declarant in accordance with the Subdivision Plan referred to above.

**6.1.14 Draperies, Curtains, Venetian Blinds or Other Window Treatments.** All draperies, curtains, venetian blinds or other window treatments must be off-white, white or natural wood color in color on the other side.

**6.1.15 Sale of Units.** There shall be no restriction on the sale, conveyance or other transfer of title to any Unit, but any sale, conveyance or other transfer shall be subject to the Act, this Declaration, the Bylaws, and the Rules and Regulations of the Association. Without limiting the generality of the foregoing, the sale of a Unit shall not be subject to any right of first refusal in favor of the Association or any other Unit Owner. In order to maintain proper Association records, at least thirty (30) days prior to any transfer, a transferring Unit Owner shall notify the Association in writing of the name and address of the proposed transferee and the projected date of settlement.

**6.1.16 Leasing of Units.** Except as expressly provided in this Section, there shall be no restrictions on the leasing of Units. No transient tenants may be accommodated in any Unit, and no Lease shall be for less than a whole Unit, nor for an initial term of less than one (1) year. Each Lease shall be in writing and shall provide the terms of the Lease, shall be subject in all respects to the provision of the Act, this Declaration, the Bylaws and the Rules and Regulations of the Association, and that any failure by the Lessee to comply with the terms of such documents shall **by** an event of default under the Lease. The Association shall be a third party beneficiary of such covenants in any Lease and shall have the right to enforce them. A Unit Owner shall not engage in the leasing of a Unit except after having the lessee execute a lease which contains the following provisions:

"Lessee hereby agrees to be bound by all terms and conditions contained in the Declaration of The Townhomes at Heritage Center Planned Community, Bylaws and Rules and Regulations of the Association as the same shall apply to the Unit leased hereunder, and agrees to assume all duties and responsibilities and be jointly and severally liable with the Unit Owner for all of the liabilities and for the performance of all of the obligations applicable to the Unit Owners under the Act, the Community documents or otherwise during the term of the Lease. Lessee further agrees that he shall not be sublet or assign this Lease except with the approval and consent of the Lessor."