

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

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

CPN # see attached

**AMENDMENT TO DECLARATION OF CONDOMINIUM FOR  
MEADOWS AT WALNUT BANK CONDOMINIUM ASSOCIATION**

**BACKGROUND**

**WHEREAS**, Meadows at Walnut Bank is a residential condominium development located in Richland Township, Bucks County, Pennsylvania, governed by a Declaration of Condominium (Declaration) filed in the Office of the Recorder of Deeds for Bucks County in Book 2278, Page 1469 et seq, Bylaws, and Rules and Regulations adopted pursuant thereto.

**WHEREAS**, by virtue of Article I, Section 1.1 of the Declaration, Meadows at Walnut Bank Condominium is subject to the provisions of the Pennsylvania Uniform Condominium Act (68 Pa. C.S. 3101 et seq.) (the "Act").

**WHEREAS**, Meadows at Walnut Bank is a condominium complex consisting of two hundred and twenty-eight (228) residential Units.

**WHEREAS**, Meadows at Walnut Bank has become a desirable location to investors who acquire condominium units as rental/lease properties.

**WHEREAS**, the percentage of investment/rental Units at Meadows at Walnut Bank is currently approximately thirty two (32%) percent (74 of 228 Units).

**WHEREAS**, given the interest in Meadows at Walnut Bank as an investment condominium, it is anticipated that the percentage of investment/rental Units will continue to rise.

**WHEREAS**, FHA (Fair Housing Administration), FNMA (Fannie Mae), FHLMC (Freddie Mac), HUD (Housing and Urban Development) and VA

(Veterans Administration), each have eligibility criteria specific to condominium developments concerning minimum owner-occupation percentages (Owner-Occupancy Ratio).

**WHEREAS**, the eligibility criteria for minimum Owner-Occupancy Ratios ranges from 51% to 70%.

**WHEREAS**, in the event the Owner-Occupancy Ratio reaches below determined percentages, FHA, FNMA, FHLMC, HUD and VA may deem the Unit an "investment" property, and thus either refuse to extend financing, or only extend financing at a higher commercial interest rate with higher down payment requirements.

**WHEREAS**, in order to assure the ability of current Unit Owners and potential purchasers to obtain FHA, FNMA, FHLM, HUD and VA residential mortgage financing, the Executive Board, acting in the best interest of the Association, desires to institute a cap on the maximum number of rental Units, by implementing a minimum Owner-Occupancy Ratio.

**WHEREAS**, in addition, in order to prevent the unregulated leasing of Units from having a negative impact on the Association, and acting in the best interest of the Association, the Executive Board intends to:

- Ensure that all members of the Association enjoy the full privileges of residing at Meadows at Walnut Bank;
- increase the number of Units that are owner-occupied resulting in a more stable and enjoyable living environment;
- inform all tenants residing within the Association of the restrictions, conditions, rules and regulations of the Association;
- reinforce the ability of potential homeowners to secure mortgage financing;
- reduce the negative effect rental housing may have upon the enforcement powers of the Executive Board; and
- maintain and increase property values in the Association through proper management;

- ensure the ability of Unit Owners and the Association to obtain and purchase condominium liability and casualty insurance.

**WHEREAS**, pursuant to Article XII of the Declaration, amendments to the Declaration, are governed by Section 3219 of the Act.

**NOW THEREFORE**, pursuant to the procedures set forth in Section 3219 of the Act, the Declaration of the Meadows at Walnut Bank Condominium Association is hereby amended as follows:

1. Article XVIII, Section 18 is hereby deleted and replaced with the following:

**18.1 General Restrictions.** 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 six months (6 months).

**18.2 Additional Restrictions.**

- (a) The total number of Units that may be leased or rented out at any given time cannot exceed thirty-five (35%) percent of the total number of Units in the Association. The Association will maintain a minimum owner-occupancy ratio of sixty-five (65%) percent (148 Units) (Owner-Occupancy Ratio). The Executive Board shall retain the power to grant waivers from the Owner-Occupancy Ratio for extraordinary circumstances, so long as current minimum FHA Owner-Occupancy requirements are met.
- (b) **Current Rentals Grandfathered.** All Units rented at the time this Amendment is recorded shall be permitted to continue as rental Units regardless of the Owner-Occupancy ratio, for so long as those Units are owned by the person or persons or entity holding title to the Unit at the time this Amendment is recorded. To qualify, the Owner of a rented Unit must have provided to the Association a copy of the written Lease Agreement, tenant name and contact information, and be otherwise in compliance with the Declaration, in effect prior to the recordation of this

Amendment. Non-conforming Units must make application within sixty (60) days of the date this Amendment is adopted.

- (c) Application for Rental Occupancy. Any Owner who desires to rent his/her Unit shall submit an Application for Rental Occupancy to the Executive Board. Approval by the Executive Board is subject to maintaining a minimum 65% Owner Occupancy Ratio. Approval shall be given on a first-come, first-served basis.
- (d) The Executive Board will maintain an up to date written record of rental Units to substantiate the Owner-Occupancy Ratio, and also a waiting list of Owners interested (in order of application) in renting their Unit as necessary. Requests to the Executive Board will be responded to in writing within 7 business days. Failure to timely respond will not constitute approval of the application.
- (e) Each Unit Owner intending to lease his/her Unit, must submit a copy of the proposed lease to the Executive Board, prior to the effective date of the lease, and prior to occupancy of the Unit by a tenant. The following restrictions shall apply:
  - 1. The tenant shall strictly conform to and be bound by, and the lease shall be subject to the provisions of the Declaration, Bylaws, and Rules and Regulations, as may be amended from time to time.
  - 2. The tenant acknowledges written receipt of a copy of the Declaration, Bylaws, and Rules and Regulations, and agrees to be bound thereby.
  - 3. In the event an Owner fails to submit a lease for approval to the Association prior to the occupancy of the Unit by the tenant, the Unit Owner and the tenant shall be subject to fines as may be determined by the Executive Board, for each day the Unit is occupied by the tenant without Executive Board approval. In addition, if the leasing of the unapproved Unit brings the Owner-Occupancy Ratio below 65%, the Association shall have the right to

evict the tenant in accordance with the procedure set forth in paragraph 6 hereof.


4. In the event a tenant is in violation of the Declaration, the Bylaws or the Rules and Regulations, then the tenant and the Unit Owner shall be jointly and severally liable for any fines, late charges, attorneys fees and court costs assessed and incurred by the Association in enforcement of the Declaration, Bylaws and Rules and Regulations against the tenant and the Unit Owner.
5. In the event the Owner shall fail to pay any charge or Assessment levied by the Executive Board against a leased Unit, and this failure to pay continues for sixty (60) days, the Executive Board shall have the right, after first giving the Owner written notice, sent by certified mail, return receipt requested, that the Executive Board intends to so proceed, to notify the tenant of the Unit in writing of the amount(s) due and within fifteen (15) days after the date of the notice, the tenant shall pay to the Executive Board the amount(s) of all unpaid charges or Assessments. In no event shall the tenant be responsible during any one month in excess of one monthly rental installment. In no event shall delivery of such notice from the Executive Board to the tenant or payment by the tenant of the sums due from the Owner to the Association give the tenant any right to default under the lease. The amounts of unpaid charges or Assessments paid to the Executive Board by the tenant after the nonpayment by the Owner shall be credited against and shall offset the next monthly rental installment due to the Owner following the payment by the tenant of the charges or Assessments to the Executive Board.
6. In addition to the right to institute violation procedures against the tenant and the Unit Owner for violations of the Declaration, the Bylaws and the Rules and Regulations, the Association, in its sole discretion, in addition to any and all other remedies, legal or

equitable, may file an eviction action on behalf of the landlord against the tenant, for a violation of this Article XVIII. Prior to the filing of an eviction action, the Association shall make demand on the Unit Owner to evict the tenant. If the tenant is not evicted by the Unit Owner within sixty (60) days from the date of the Association's demand on the Unit Owner, the Association shall be entitled to file such eviction action in the name of the Unit Owner.

7. All fines, costs and expenses, including attorneys fees, incurred by the Association in enforcing this Article, including the filing of an eviction action, shall be the joint and several responsibility of the tenant and Unit Owner, and shall constitute a lien on the Unit.
- (f) The inclusion of this Article XVIII in a form of lease or addendum to a lease for the rental of a Unit shall be a condition precedent to the approval of the form of lease by the Executive Board.
- (g) No single individual or entity may own, at any time, more than 5 of the Units in the Association. For purposes of this section, Units are deemed to be owned by a single entity if the same individual or entity holds a whole or partial ownership interest, either directly, indirectly, or as a partner, shareholder or otherwise. All Units owned by a single individual or entity at the time this Amendment is recorded shall be grandfathered and may continue to be held by the Owner, for so long as those Units are owned by the person or persons or entity holding title to the Unit .
- (h) The Association may charge a reasonable administrative fee for the receipt, review, and registration of leases, as well as for the maintenance of Owner and Unit lease files.
- (i) This Amendment shall be effective upon recording.

**IN WITNESS WHEREOF**, the undersigned, being the President of Meadows at Walnut Bank Condominium Association, has executed this Amendment on this 6 day of May, 2014.

**Meadows at Walnut Bank  
Condominium Association**

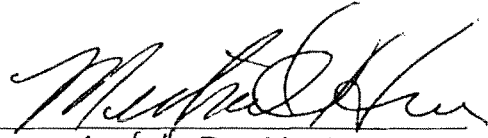
  
\_\_\_\_\_  
President

**CERTIFICATION OF APPROVAL**

The undersigned, being the President of Meadows at Walnut Bank Condominium Association, hereby certifies that the Amendment to which this certification is attached has been duly approved as required by the Declaration and the Act.

ATTEST

\_\_\_\_\_

  
Michael Hsu, President


**COMMONWEALTH OF PENNSYLVANIA** :

**ss.**

**COUNTY OF BUCKS** :

On this 6 day of may, 2014, before me, a Notary Public, the undersigned officer, personally appeared Michael Hsu who represents himself to be the President of Meadows at Walnut Bank Condominium Association, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Association by himself as duly elected officer.

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

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
"NOTARIAL SEAL"  
CAROLE M. MITCHELL, Notary Public  
Perkasie Boro, County of Bucks, PA  
My Commission Expires July 28, 2016



36-022-233	WALNUT BANK FARM RD		36-022-233-201	201 PRAIRIE CT
36-022-233-145	145 WRANGLER CT		36-022-233-202	202 PRAIRIE CT
36-022-233-146	146 WRANGLER CT		36-022-233-203	203 PRAIRIE CT
36-022-233-147	147 WRANGLER CT		36-022-233-204	204 PRAIRIE CT
36-022-233-148	148 WRANGLER CT		36-022-233-205	205 PRAIRIE CT
36-022-233-149	149 WRANGLER CT		36-022-233-206	206 PRAIRIE CT
36-022-233-150	150 WRANGLER CT		36-022-233-207	207 PRAIRIE CT
36-022-233-151	151 WRANGLER CT		36-022-233-208	208 PRAIRIE CT
36-022-233-152	152 WRANGLER CT		36-022-233-209	209 PRAIRIE CT
36-022-233-153	153 WRANGLER CT		36-022-233-210	210 PRAIRIE CT
36-022-233-154	154 WRANGLER CT		36-022-233-211	211 PRAIRIE CT
36-022-233-155	155 WRANGLER CT		36-022-233-212	212 PRAIRIE CT
36-022-233-156	156 WRANGLER CT		36-022-233-213	213 PRAIRIE CT
36-022-233-157	157 WRANGLER CT		36-022-233-214	214 PRAIRIE CT
36-022-233-158	158 WRANGLER CT		36-022-233-215	215 PRAIRIE CT
36-022-233-159	159 WRANGLER CT		36-022-233-216	216 PRAIRIE CT
36-022-233-160	160 WRANGLER CT		36-022-233-217	217 PRAIRIE CT
36-022-233-161	161 WRANGLER CT		36-022-233-218	218 PRAIRIE CT
36-022-233-162	162 WRANGLER CT		36-022-233-219	219 PRAIRIE CT
36-022-233-163	163 WRANGLER CT		36-022-233-220	220 PRAIRIE CT
36-022-233-164	164 WRANGLER CT		36-022-233-221	221 PRAIRIE CT
36-022-233-165	165 WRANGLER CT		36-022-233-222	222 PRAIRIE CT
36-022-233-166	166 WRANGLER CT		36-022-233-223	223 PRAIRIE CT
36-022-233-167	167 WRANGLER CT		36-022-233-224	224 PRAIRIE CT
36-022-233-168	168 WRANGLER CT		36-022-233-225	225 PRAIRIE CT
36-022-233-169	169 WRANGLER CT		36-022-233-226	226 PRAIRIE CT
36-022-233-170	170 WRANGLER CT		36-022-233-227	227 PRAIRIE CT
36-022-233-171	171 WRANGLER CT		36-022-233-228	228 PRAIRIE CT
36-022-233-172	172 WRANGLER CT		36-022-234	WALNUT BANK FARM RD
36-022-233-173	173 WRANGLER CT		36-022-234-001	1 WAGON WHEEL RD
36-022-233-174	174 WRANGLER CT		36-022-234-002	2 WAGON WHEEL RD
36-022-233-175	175 WRANGLER CT		36-022-234-003	3 WAGON WHEEL RD
36-022-233-176	176 WRANGLER CT		36-022-234-004	4 WAGON WHEEL RD
36-022-233-177	177 PRAIRIE CT		36-022-234-005	5 WAGON WHEEL RD
36-022-233-178	178 PRAIRIE CT		36-022-234-006	6 WAGON WHEEL RD
36-022-233-179	179 PRAIRIE CT		36-022-234-007	7 WAGON WHEEL RD
36-022-233-180	180 PRAIRIE CT		36-022-234-008	8 WAGON WHEEL RD
36-022-233-181	181 PRAIRIE CT		36-022-234-009	9 WAGON WHEEL RD
36-022-233-182	182 PRAIRIE CT		36-022-234-010	10 WAGON WHEEL RD
36-022-233-183	183 PRAIRIE CT		36-022-234-011	11 WAGON WHEEL RD
36-022-233-184	184 PRAIRIE CT		36-022-234-012	12 WAGON WHEEL RD
36-022-233-185	185 PRAIRIE CT		36-022-234-013	13 WAGON WHEEL RD
36-022-233-186	186 PRAIRIE CT		36-022-234-014	14 WAGON WHEEL RD
36-022-233-187	187 PRAIRIE CT		36-022-234-015	15 WAGON WHEEL RD
36-022-233-188	188 PRAIRIE CT		36-022-234-016	16 WAGON WHEEL RD
36-022-233-189	189 PRAIRIE CT		36-022-234-017	17 WAGON WHEEL RD
36-022-233-190	190 PRAIRIE CT		36-022-234-018	18 WAGON WHEEL RD
36-022-233-191	191 PRAIRIE CT		36-022-234-019	19 WAGON WHEEL RD
36-022-233-192	192 PRAIRIE CT		36-022-234-020	20 WAGON WHEEL RD
36-022-233-193	193 PRAIRIE CT		36-022-234-021	21 WAGON WHEEL RD
36-022-233-194	194 PRAIRIE CT		36-022-234-022	22 WAGON WHEEL RD
36-022-233-195	195 PRAIRIE CT		36-022-234-023	23 WAGON WHEEL RD
36-022-233-196	196 PRAIRIE CT		36-022-234-024	24 WAGON WHEEL RD
36-022-233-197	197 PRAIRIE CT		36-022-234-025	25 WAGON WHEEL RD
36-022-233-198	198 PRAIRIE CT		36-022-234-026	26 WAGON WHEEL RD
36-022-233-199	199 PRAIRIE CT		36-022-234-027	27 WAGON WHEEL RD
36-022-233-200	200 PRAIRIE CT		36-022-234-028	28 WAGON WHEEL RD