

# *Sagamore Community Association*

*West Chester, Pennsylvania 19382*

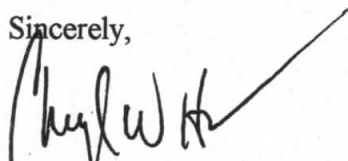
March 6, 2003

Dear Sagamore Homeowner,

Attached to this mailing you will find the recorded Amendments to the Sagamore Declarations and By-Laws. Please add these documents to your files that you received when you purchased your home.

Please feel free to call the CAMCO office if you have any questions regarding these documents.

Sincerely,



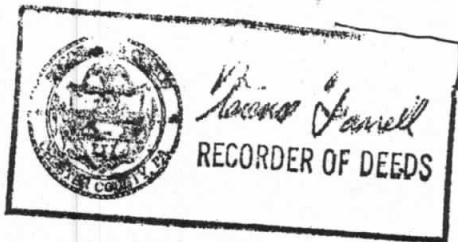
Cheryl W. Horner  
Community Manager  
CAMCO

Agent for Sagamore

Enclosures

Direct Correspondence to the Management Company:

CAMCO - 511 West Chester Pike, Havertown, PA 19083-4598 (610) 446-9292 Fax (610) 446-0125  
E-Mail: [RESPONSE@CAMCOMGMT.COM](mailto:RESPONSE@CAMCOMGMT.COM)



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**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAGAMORE COMMUNITY ASSOCIATION**

**(FORMERLY KNOWN AS THE THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SCANNELLTOWN V SAGAMORE COMMUNITY ASSOCIATION)**

**THIS SECOND AMENDMENT TO THE DECLARATION** of Covenants, Conditions and Restrictions of Scanneltown V Sagamore Community Association (the "Declaration"), a residential planned community located in East Bradford Township, Chester County, Pennsylvania, and commonly known and referred to as "Sagamore," is made and adopted this 15<sup>th</sup> day of October 2002 by the members of the Association.

**WITNESSETH:**

**WHEREAS**, the Declaration dated October 16, 1996 (the "Declaration"), was recorded, in the Office of the Recorder of Deeds of Chester County, Pennsylvania on at Deed Book 4097, Page 1803 et seq.; and

**WHEREAS**, the Declaration improperly referred to the real property by using the name Scanneltown V Sagamore Community Association, rather than by using the name commonly used for the property of "Sagamore," and did not use the registered corporate name of the "Sagamore Community Association" (the "Association"); and

**WHEREAS**, the Association is subject to the retroactive provisions of the Pennsylvania Uniform Planned Community Act, 68 Pa. C. S. A. Subsection 5101 et seq. (the "Act"); and

**WHEREAS**, the Association is subject to Subsection 5219 of the Pennsylvania Uniform Planned Community Act, which requires a vote of sixty-seven (67%) percent of the Owners to amend the Declaration; and

**WHEREAS**, the Association has determined that it will be beneficial to the Owners, and will substantially improve and facilitate the administration, management and operation of the Property, and permit the Association to be administered, managed and operated in a more flexible and beneficial manner, while continuing to preserve the value and appearance of the Property, if the Declaration is amended through the adoption of this Second Amendment to the Declaration; and



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**WHEREAS**, sixty-seven (67%) percent or more of the Owners have voted in favor of the adoption of the amendments set forth in this Second Amendment to the Declaration; and

**WHEREAS**, the provisions of this Second Amendment to the Declaration are intended to, and shall, supersede, revoke and replace for all purposes the contrary provisions of the Declaration and shall apply to all of the parcels listed in Exhibit "A" attached hereto;

**BE IT THEREFORE RESOLVED THAT**, the Declaration is hereby amended through the adoption of this Second Amendment to the Declaration as follows:

**I. The title of the Declaration of Covenants, Conditions and Restrictions of Sconnelltown V Sagamore Community Association, is rescinded and replaced in its entirety, and for all purposes, with the following new title:**

Declaration of Covenants, Conditions and Restrictions of  
Sagamore Community Association

**II. Declaration Section 3.(b) is rescinded and replaced in its entirety, and for all purposes, with the following new Section 3.(b):**

Section 3.(b). "Association" or "Community Association" shall mean the Sagamore Community Association, a Pennsylvania nonprofit membership corporation, being an association whose membership consists exclusively of the Owners of the Dwellings, which such corporation shall have and exercise the duties and powers established in this Declaration, the By-Laws and/or applicable law.

**III. Declaration Section 3.(d) is rescinded and replaced in its entirety, and for all purposes, with the following new Section 3.(d):**

Section 3.(b). "By-Laws" shall mean the By-Laws of the Sagamore Community Association, including such amendments thereto as may now or hereafter be adopted.

**IV. Declaration Section 3.(e) is rescinded and replaced in its entirety, and for all purposes, with the following new Section 3.(e):**

Section 3.(e). "Common Expenses" shall mean and include, except as may be specifically stated in the Declaration, all expenses incurred by the Association for the administration, management and operation of the Association and the Property, including by way of example, but not by way of limitation, the following: expenses, cost and fees for the administration, management, maintenance, operation, repair, replacement and/or removal of the Community Facilities, and any improvements now or hereafter made to the



Community Facilities; all costs, fees and/or expenses incurred, or to be incurred, by the Association to prepare for, obtain permits, conduct or perform any replacement work or services on any Dwelling; costs, fees, expenses and/or liabilities incurred by or on behalf of the Association and/or the Owners; allocations to reserves for major capital repairs and replacements of the Community Facilities; allocations to reserves for major capital repairs and replacements of any portions of the Dwellings for which the Association may bear any replacement obligation; and all other expenses of charges levied, or to be levied, by the Board pursuant to this Declaration, as amended, the By-Laws, as amended, and/or prevailing law.

**V. Declaration Section 3.(i) is rescinded and replaced in its entirety, and for all purposes, with the following new Section 3.(i):**

Section 3.(i). "Limited Charges" shall mean and include charges which must be levied and assessed by the Board, acting on behalf of the Association, as an assessment against a Lot or Lots for one of the following:

(i) Common Expenses associated with the construction, installation, maintenance, repair, replacement and/or removal of any improvement on the Community Facilities which benefits fewer than all of the Lots which must be assessed by the Board exclusively against the Lots benefitted; and

(ii) Common Expenses caused by, or as a result of, an Owner's misconduct or negligence, or the failure of an Owner to promptly and properly maintain the Owner's Dwelling and/or Lot, all of which must be assessed by the Board exclusively against the Lot of the Owner who committed the misconduct or negligence, and/or who failed to promptly and properly maintain his, her or its Dwelling and/or Lot.

**VI. Declaration Section 3. is supplemented for all purposes by the insertion of the following new Section 3.(p):**

Section 3. (p). "Rules" and/or "Rules and Regulations" shall mean and refer to such rules and regulations as may from time-to-time be adopted, amended and/or withdrawn by the Board to govern the administration, management, and/or operation of the Association, as well as those governing the administration, maintenance, management, repair, replacement, use and enjoyment of the Property.

**VII. Declaration Section 3 is supplemented by the insertion of the following new Section 3. (q):**

Section 3. (q). "Managing Agent" shall mean and refer to any professional managing agent with which the Board of Directors, acting on behalf of the Association, may



contract for professional services to assist the Board of Directors in the administration, management and operation of the Association and the Property.

**VIII. Declaration Section 6 (a) is rescinded and replaced in its entirety, and for all purposes, with the following new Section 6.(a):**

Section 6. (a). The Association is the governing body for all of the Owners and is responsible for: the maintenance, repair, replacement, management, operation and administration of the Community Facilities; any additions or improvements to the Community Facilities; lawn cutting and fertilization on the Community Facilities; and street scape landscaping including bushes, plants and trees on the Community Facilities. Subject to the limitations stated below, the Association is also responsible for providing the following services at such times, and in such manner, as may be determined by the Board:

(i). The Association will replace the roofs on the Dwellings, to include shingles, felt paper, sealants, decking, flashing and soffits, but excluding joists, beams, trusses and rafters.

(ii). The Association will replace the gutters, down spouts and vinyl siding on the Dwellings.

(iii). The Association will be responsible for removal of snow only on the walkways leading from the sidewalks to the foot of the lowest stair serving each of the Dwellings. The Association will not be responsible for snow or ice removal or treatment from any other part or portion of the Lots and Dwellings.

(iv). The Owner of each Dwelling will be responsible for removing snow from the foot of the lowest stair serving the Owner's Dwelling up to the front door of a Dwelling, including, but not limited to, all landings, stairs and stoops. The Owner of each dwelling will also be responsible for snow and ice removal and treatment from all parts and portions of the Owner's Lot and Dwelling for which the Association does not bear any responsibility to provide snow and ice removal or treatment.

(v). The Association will only be responsible for snow or ice removal from the following portions of the Community Facilities: the roadways, the sidewalks paralleling the roadways, and the sidewalk connecting the Property to Shropshire Drive.

(vi). In consideration of the services to be provided by the Association, each Owner, by accepting a deed to a Lot and/or by residing in a Dwelling, covenants and agrees to indemnify, defend and hold the Association harmless from all causes of action, damages, injuries, suits, claims, liabilities, costs and expenses, including without limitation



attorneys' fees, incurred by any of them due to any injury or property damages sustained or suffered by any Owner, as well as the Owner's family members, agents, servants, employees, guests or invitees anywhere on the Property arising from any, or in relation to, the services to be provided by the Association under this Section 6. (a).

**IX. Declaration Section 13, Subsection (b) is stricken and replaced by the insertion of the following new Subsection (b):**

Section 13. (b). Except as stated below, a Capital Contribution will be levied and paid upon every conveyance or transfer of the title to a Dwelling. The Capital Contribution must be paid by the person, persons, partnership, corporation, trust or other entity taking or receiving title to a Dwelling. The amount of the Capital Contribution will be established by the Board from year-to-year through the adoption of Rules and Regulations. The amount of the Capital Contribution may not exceed any limitation upon such fees which may now or hereafter be stated in the Act. If the Board adopts a Rule and Regulation establishing the amount of the Capital Contribution for one year, then the Capital Contribution for the succeeding years shall continue in the same amount until such time as the Board establishes the amount of a new Capital Contribution through the adoption of an amended Rule and Regulation.

a. No Capital Contribution is due or payable upon a purely gratuitous transfer of title to a Unit between spouses, parent and child, siblings, or grandparent and grandchild.

b. Capital Contributions may only be held and used by the Association in the manner and for the purposes contemplated by the Act.

c. Capital Contributions are not refundable.

d. Capital Contributions are payable in addition to any unpaid Assessments which may be due on a Dwelling at the time of conveyance or transfer of the title.

e. Until paid, the Capital Contribution is a lien on the new Owner's Unit, and the personal obligation of the new Owner.

f. Until paid, the Capital Contribution is enforceable and collectible from the new Owner in the same manner as an unpaid Assessment.



**X. Declaration Section 13, Subsections (l) and (m) are stricken and replaced by the insertion of the following new Subsections (l) and (m):**

Section 13. (l). If any Common Expense is incurred, or is to be incurred, by the Association which benefits less than all of the Dwellings, then the Common Expense may be assessed and levied by the Board as an Assessment exclusively against only the Dwelling benefitted by the Common Expense, or exclusively in a pro-rata manner against the Dwellings benefitted by the Common Expense, as may be determined by the Board.

g. Any Assessment levied under this Subsection 13(l) may be levied by the Board in such manner, and in such amounts and frequency of payment, as may be determined by the Board to be appropriate.

h. Any Assessment levied under this Subsection 13(l) shall be a lien on the Dwelling or Dwellings against which the Assessment is levied until paid.

i. Any Assessment levied under this Subsection 13(l) shall be the Owner or Owners' personal obligation until paid.

j. Any Assessment levied under this Subsection 13(l) shall be enforceable and collectable in the same manner as an unpaid Assessment until paid.

Section 13. (m). If the Association incurs any Common Expense to maintain, repair, replace, restore or refurbish any part or portion of the Community Facilities, Lots or Dwellings which the Association is required to maintain, repair, replace, restore or refurbish, and the Common Expense has been, or will be, incurred due to the negligence, abuse, misuse, failure to act, wanton act or intentional act of an Owner, or any resident or tenant who may use, occupy or visit the Owner's Dwelling, then the Common Expense may be levied and assessed by the Board as a Repair Assessment against the Owner's Dwelling.

k. Any Repair Assessment levied under this Subsection 13(m) may be levied by the Board in such manner, and in such amounts and frequency of payment, as may be determined by the Board to be appropriate.

l. Any Repair Assessment levied under this Subsection 13(m) shall be a lien on the Dwelling or Dwellings against which the Assessment is levied until paid.



m. Any Repair Assessment levied under this Subsection 13(m) shall be the Owner or Owners' personal obligation until paid.

n. Any Repair Assessment levied under this Subsection 13(m) shall be enforceable and collectable in the same manner as an unpaid Assessment until paid.

**XI. Declaration Section 16 is supplemented by the insertion of the following new Sections 16. (s) through 16. (v):**

Section 16. (s). Except as specifically stated in this Declaration, as amended, with respect to the replacement of roofs, gutters, down spouts and vinyl siding on the Dwellings, each Owner shall have and bear the sole and exclusive duty and responsibility to clean, maintain and repair, at the Owner's sole cost and expense, the roofs, gutters, down spouts and vinyl siding on the Owner's Dwelling. Each Owner must clean, maintain and repair the roof, gutters, down spouts and vinyl siding on the Owner's Dwelling in accordance with the standards established by the Board through the adoption of rules and regulations, specifications or guidelines.

Section 16. (t). Except as stated above with respect to cleaning, maintaining and repairing the roof, gutters, down spouts and vinyl siding on a Dwelling, every Owner must obtain written approval from the Board before making any addition or change to any part or portion of the exterior of the Owner's Dwelling, including by way of example, but not by way of limitation, color, siding, lights, molding, trim, windows, doors and decks. Written approval must be obtained from the Board in accordance with the relevant provisions of Section 17 of the Declaration, and any applicable rules and regulations which may be adopted by the Board.

Section 16. (u). The Board may adopt rules and regulations, specifications or guidelines establishing certain limited additions or changes to parts or portions of the exterior of the Dwellings which Owners may be permitted to make without obtaining prior Board approval. Any Owner who makes any addition or change to any part or portion of the exterior of a Dwelling which is not specifically approved by the Board, or which is not specifically permitted by rules and regulations, specification or guidelines adopted by the Board, does so at his, her or its own risk.

Section 16. (v). If an Owner makes any addition or change to the exterior of a Dwelling without first obtaining approval from the Board, or makes an addition or change which is not specifically permitted under rules and regulations, specification or guidelines adopted by the Board, then the Board may levy fines against the Owner. The Association may also pursue all remedies available to it under the Declaration and/or applicable law, including legal and equitable remedies, to obtain the return of the Dwelling to the



condition, function and appearance in which it existed before it was changed by the Owner, or to obtain compliance with Declaration or the rules and regulations, specification or guidelines adopted by the Board. All costs, fees and expenses incurred by the Association, including attorneys' fees and court costs, to obtain the return of the Dwelling to the condition, function and appearance in which it existed before it was changed by the Owner, or to obtain compliance with Declaration or the rules and regulations, specification or guidelines adopted by the Board, and/or to obtain payment of any fines levied, will be the personal obligation of the Owner, and a lien on the Owner's Dwelling, collectable from the Owner in the same manner as an unpaid assessment.

**XII. Declaration Section 25, is rescinded and replaced in its entirety, and for all purposes, with the following new Section 25:**

Section 25. GENERAL.

(a) The headings preceding the various sections of this Declaration, as amended, are intended to be references only for the convenience of the readers hereof. The headings are not intended to, and shall not be deemed to, grant or create any obligation, right, privilege, easement, license or duty in favor of any Owner or the Association.

(b) All pronouns and any variations of pronouns shall be deemed to refer to the feminine, masculine, neuter, singular and plural as may be necessary to make the article or section of this Declaration at issue applicable to the circumstances or matter in question. The failure of any pronoun to agree with the sex or number of persons at issue shall not, by itself, serve to defeat or in any way impair the applicability of any article or section of this Declaration, or any Rules and Regulations adopted in the manner permitted by this Declaration or the By-Laws.

(c) Any notice or similar document to be given or transmitted by, and between, the Association, the Board and the Owners, unless otherwise provided herein, shall be made in writing, and shall be deemed given when delivered in hand to the Owner, the Managing Agent, the President or Secretary of the Association, as applicable, or when transmitted or deposited in the United States mail, first class postage prepaid, or upon delivery to a reliable courier or overnight mail service, with all postage and delivery charges prepaid.

(d) Every Owner's address for receipt of all notices shall be deemed to be at the Owner's Dwelling, unless the Owner provides the Association with written notice of a different address. In the event any notice, letter or document required to be transmitted by certified mail, courier or overnight service to an Owner is returned because it was refused, not picked up, retrieved, accepted for delivery, or was returned by the addressee,



the post office or the carrier, then the notice, letter or documents may be transmitted by United States, first class postage prepaid, and said notice shall be deemed given when deposited in the mail. Notice by United States shall be deemed to have been received ninety-six (96) hours after being deposited in the mails. Notice by courier or overnight service shall be deemed received forty-eight (48) hours after delivery to the courier or overnight service.

(e) If any one or more of the covenants, restrictions or easements stated in this Declaration, as amended, is found to be void, voidable or unenforceable by judgment or order of Court, then such judgment or order shall in no way affect the validity of any other provision, or provisions, hereof, and the remainder hereof shall remain in full force and effect, and binding upon the Association, the Board and all Owners.

(f) The Association or any Owner may file a cause of action to enforce the Governing Documents. The Association may join in any enforcement action brought by an Owner.

(g) Should an Owner bring an action by or on behalf of the Association for any reason and recover a money judgment, then the Owner shall promptly turn over any monies received, and/or assign the judgment to the Association, save that the Owner's attorney shall be entitled to recover such attorneys' fees out of the proceeds of the judgment as the Court may determine upon application of the Association, or the Owner's attorney.

(h) Should an Owner bring an action based upon the Declaration, the By-Laws and/or the Rules and Regulations against the Association, and should the Owner fail to obtain or recover substantially all of the damages and/or relief requested in the said cause of action, then any order or judgment of the Court disposing of the cause of action shall impose an award in favor of the Association, and against the Owner, of all costs and fees, including reasonable attorneys' fees, incurred by the Association in defending the cause of action.

(i) In the event of litigation between the Association and any Owner, and subject to prior written consent of the Board of Directors and the Owner at any time prior to recovery of a judgment, the matter may be submitted to mediation or arbitration.

(j) This Declaration, the By-Laws, the Rules and Regulations, and all covenants, easements and restrictions stated in this Declaration shall be interpreted and enforced in accordance with the statutes, regulations, ordinances and common law of the Commonwealth of Pennsylvania and all subdivisions and agencies thereof, without regard for the domicile or residence of any Owner.

(k) The Association, and the Owners by reason of accepting deeds, and in consideration of their use and enjoyment of the Property, shall be deemed to have agreed to be, and to remain at all times, subject to the original jurisdiction of the several Courts of Common Pleas and/or the minor courts of Chester County, Pennsylvania, for purposes of all causes of action arising under, and/or with respect to the interpretation and/or enforcement of, the Declaration, the By-Laws, the Rules and Regulations, and all amendments now or hereafter adopted or made to the Declaration, the By-Laws and/or the Rules and Regulations.

(l) The provisions of the Declaration, the By-Laws and Rules and Regulations shall inure to the benefit of, and bind, the Property, the Association, the Board and all Owners, as well as all other persons, partnerships, corporations or entities benefitted by the specific terms hereof, and/or who may now or hereafter enjoy the use of the Property, together with their respective agents, servants, employees, contractors, guests, invitees, heirs, administrators, successors, assigns and personal representatives, as applicable.

(m) This Second Amendment to the Declaration shall be recorded in the Office of the Recorder of Deeds of Chester County, and upon the recording thereof, this Second Amendment to the Declaration shall become effective for all purposes of the Association.

**XIII. Except as amended by this Second Amendment, the balance of the Declaration and the Amendments are hereby ratified and reaffirmed.**

**IN WITNESS WHEREOF**, the Owners of sixty-seven (67%) percent or more of the Lots have voted in favor of the adoption of this Second Amendment to the Declaration of Covenants, Conditions and Restrictions, and have authorized and directed the appropriate officers of the Association to sign this Second Amendment to the Declaration of Covenants, Conditions and Restrictions, and to promptly record it in the Office of the Recorder of Deeds of Chester County, PA.

SAGAMORE COMMUNITY ASSOCIATION

By: Robert Schweizer  
Robert Schweizer, President

ATTEST:

By: Sue Ellen Harmeson  
Sue Ellen Harmeson, Secretary

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STEVEN L SUGARMAN & ASSOCIATES

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EXHIBIT "A"

LIST OF PARCEL NUMBERS SUBJECT TO SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SAGAMORE COMMUNITY ASSOCIATION

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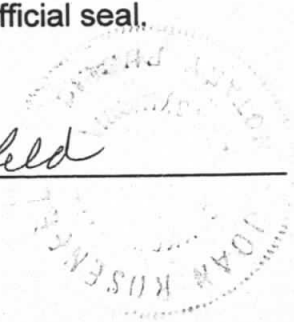
**ACKNOWLEDGMENT**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF *Delaware* :

On this *10<sup>th</sup>* day of October 2002, before me, the undersigned officer, personally appeared Robert Schweizer, the President of the Sagamore Homeowners Association, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Second Amendment to the Declaration of Covenants, Conditions and Restrictions and acknowledged that he or she executed the same for the purposes therein contained.

In witness whereof, I have hereunto set by hand and official seal.

*Joan Rosenfeld*  
\_\_\_\_\_  
NOTARY PUBLIC



My Commission Expires:

Notarial Seal  
Joan Rosenfeld, Notary Public  
Haverford Twp., Delaware County  
My Commission Expires Aug. 10, 2004  
Member, Pennsylvania Association of Notaries



STEVEN L SUGARMAN & ASSOCIATES

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