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SECOND AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR WILTSHIRE AT OXFORD

THIS SECOND AMENDMENT OF THE AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS ("Second Amendment") is made and executed this 23 day of July, 2002, by OXFORD LAND, L.P. ("Declarant"), a Pennsylvania limited partnership, having a mailing address of 455 Pennsylvania Avenue, Suite 205, Fort Washington, Pennsylvania 19034, with the consent and joinder of JMCW, INC. ("JMCW"), a Pennsylvania corporation, having a mailing address of 1020 Broad Run Road, Landenberg, Pennsylvania 19350.

BACKGROUND

A. JMCW subdivided a certain parcel of land situate in East Nottingham Township, Chester County, Pennsylvania, more fully described in Exhibit "A" attached to the Amended Declaration (the "Property"), pursuant to a certain plan entitled "Wiltshire at Oxford" prepared for JMCW by Lake, Roeder, Hillard & Beers, Inc. dated December 9, 1996 (last revised June 26, 1998), and recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania as Plan No. 14559 (the "Wiltshire Subdivision Plan").

B. JMCW executed a certain Declaration of Covenants, Restrictions and Easements for Wiltshire at Oxford dated August 24, 1998, which was recorded in Chester County on August 26, 1998 in Record Book 4408, Page 1456 with respect to the Property (the "Original Declaration").

C. Thereafter, JMCW executed a certain Amended and Restated Declaration of Covenants, Restrictions and Easements for Wiltshire at Oxford dated October 30, 1998, which was recorded in Chester County on November 2, 1998 in Record Book 4446, Page 1819 with respect to the Property ("Amended Declaration"), which superceded the Original Declaration for all purposes.

D. JMCW executed a certain First Amendment to the Amended and Restated Declaration of Covenants, Restrictions and Easements for Wiltshire at Oxford dated August 6 1999, which was recorded in Chester County on August 6, 1999 at Record Book 4613, Page 1936.

E. On or about May 31, 2000, JMCW conveyed the remaining undeveloped Lots in the Community to Declarant and executed a certain Transfer of Declarant Rights dated May 31, 2000, which was recorded in Chester County on June 6, 2000 at Record Book 4764, Page 272, naming Declarant as successor to JMCW.

BEING UPI NOS. 69-3-63 AND 69-3-64

RECORDER: PLEASE INDEX IN THE NAMES OF OXFORD LAND, L.P., JMCW, INC. AND WILTSHIRE AT OXFORD HOMEOWNERS ASSOCIATION IN BOTH THE GRANTOR AND GRANTEE INDEX.

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F. JMCW retained ownership of the Open Space and the interior streets in the Community and joins in this Second Amendment as the current record owner of the interior streets and the Open Space.

G. The Wiltshire Subdivision Plan contemplates dedication of the interior streets and the sidewalks to the Township. As an inducement to the Township to accept dedication of the interior streets, Declarant intends hereby to further amend the Amended Declaration in the manner hereinbelow set forth.

NOW, THEREFORE, pursuant to Sections 9.03(b) and 9.04 of the Amended Declaration, Declarant hereby amends the Amended Declaration as follows:

1. Amendment to Section 9.01. Section 9.01 of the Amended Declaration shall be deleted in its entirety and replaced with the following:

"9.01 Sidewalks.

(a) Each Lot Owner shall be responsible to maintain and repair (including removal of snow and ice) the sidewalk area in front of, and for the full width of, such Lot Owner's Lot, which sidewalk area includes that portion of the white concrete sidewalk constructed over and across the driveway entrance of such Lot. The Association shall be responsible to maintain and repair (including removal of snow and ice) the sidewalk areas located in or abutting the Open Space. In the event that any Lot Owner fails to maintain and/or repair (including removal of snow and ice) the sidewalk area in front of such Lot Owner's Lot, the Association shall provide written notice to the Lot Owner of the need for maintenance and/or repair of the sidewalk. In the further event that such Lot Owner fails to perform the required maintenance and/or repairs within thirty (30) days of receipt of written notice from the Association, the Association shall perform the maintenance and/or repairs and assess the cost thereof against the Lot Owner. Notwithstanding the immediately preceding sentence, in the event that a Lot Owner fails to remove snow and/or ice on any occasion after such Lot Owner has received at least one (1) written notice, the Association shall be both required and empowered to remove snow and/or ice in front of such Lot Owner's Lot without notice, and to assess the cost thereof against such Lot Owner, unless and until such Lot Owner gives the Association reasonable assurances that such Lot Owner will assume such obligation in the future.

(b) The Association shall have the right at any time to assume the obligation to maintain all of the sidewalks in the Community and assess the cost thereof as a Common Expense.

(c) The Association shall, in its comprehensive public liability insurance coverage maintained in accordance with Section 4.01 above, include primary coverage, in an amount not less than Five Hundred Thousand (\$500,000.00) Dollars, for damages or injury, including death, arising out of the use of all of the sidewalk areas in the



Community, which primary coverage shall include East Nottingham Township as an additional insured, if such designation can be made part of the Association's comprehensive public liability policy.

(d) In the event that both the Lot Owner and the Association fail to maintain and/or repair (including removal of snow and ice) the sidewalks in the Community, the Township shall have the right (but not the obligation) to perform any required maintenance and/or repairs (including removal of snow and ice) to the sidewalk area and recover the costs thereof from the Association and/or the individual Lot Owner and may enter the unpaid amount thereof as a municipal lien against the Lot which fronts the sidewalk area to which such unpaid amount pertains."

2. Approval by East Nottingham Township. The Board of Supervisors of East Nottingham Township approved this Second Amendment at the Board's regularly scheduled, monthly meeting on July 8, 2002.

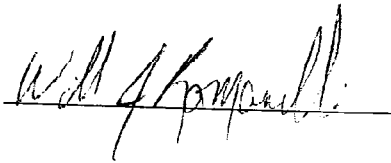
3. Ratification. Except as amended above, the Amended Declaration and the First Amendment are ratified and affirmed in all other respects.

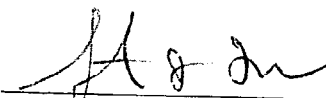
IN WITNESS WHEREOF, the Declarant and JMCW, intending to be legally bound hereby, have executed this Second Amendment the day and year first above written.

WITNESS/ATTEST:

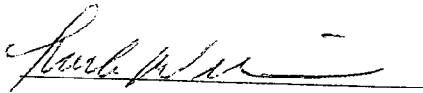
DECLARANT

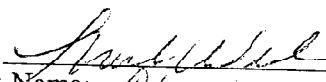
OXFORD LAND, L.P.



By: 
Print Name: Stephen J. Kost
Title: President

JMCW, INC.



By: 
Print Name: Charles L. Wilkerson
Title: President



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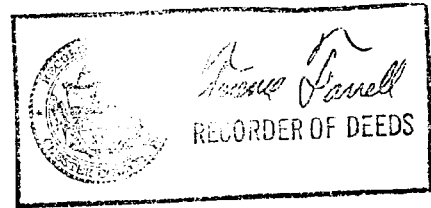
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COMMONWEALTH OF PENNSYLVANIA

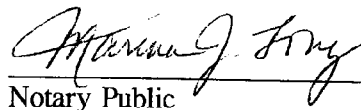
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COUNTY OF CHESTER

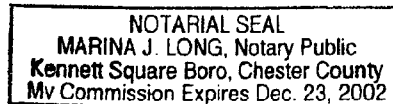


On this, the 23rd day of July, 2001, before me, Marina J. Long, the undersigned officer, personally appeared Thomas P. Taylor, Esquire, known to me to be a member of the bar of the highest court of the Commonwealth of Pennsylvania and a subscribing witness to the within instrument, and certified that he was personally present when Stephen J. Frost, President of Oxford Land, L.P., a Pennsylvania limited partnership, whose name is subscribed to the within instrument executed the same, and that said Stephen J. Frost acknowledges that he executed the within instrument for the purposes therein contained on behalf of said limited partnership.

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


Notary Public

My commission expires:



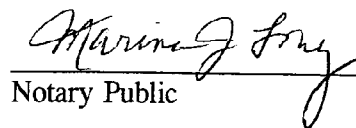
COMMONWEALTH OF PENNSYLVANIA

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COUNTY OF CHESTER

On this, the 23rd day of July, 2001, before me, Marina J. Long, the undersigned officer, personally appeared Thomas P. Taylor, Esquire, known to me to be a member of the bar of the highest court of the Commonwealth of Pennsylvania and a subscribing witness to the within instrument, and certified that he was personally present when Charles Wilkinson, President of JMCW, Inc., a Pennsylvania corporation, whose name is subscribed to the within instrument executed the same, and that said Charles Wilkinson acknowledges that he executed the within instrument for the purposes therein contained on behalf of said corporation.

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


Notary Public

My commission expires:

