

Record Book 440

Page 1819

RECORDER OF DEEDS  
CHESTER COUNTY, PA.

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AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS  
AND EASEMENTS FOR WILTSHIRE AT OXFORD

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS ("Declaration") is made and executed this 30<sup>TH</sup> day of OCTOBER 1998, by JMCW, INC. ("Declarant"), a Pennsylvania corporation, having a mailing address of 1020 Broadrun Road, Landenberg, Pennsylvania 19350.

BACKGROUND

A. Declarant is the owner of a certain parcel of land situate in East Nottingham Township, Chester County, Pennsylvania, more fully described on Exhibit "A" which is attached hereto and made a part hereof (the "Property"), and which has been subdivided pursuant to a certain plan entitled "Wiltshire at Oxford" prepared for Declarant 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. Declarant 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"). The Declarant intends that this Declaration shall supercede and replace the Original Declaration (and the Declaration Plan recorded contemporaneous with the Original Declaration) for all purposes.

C. This Declaration has been recorded in order, inter alia: (i) to give notice that the Declaration Plan (as that term is defined in the Original Declaration) was filed for a purpose that is no longer of any relevance to the Property or the development of the Property or to the sale and ownership of Lots and that no person or party should rely in any way upon any part of

on the Wiltshire Subdivision Plan to the Property; (iii) to provide for the installation of an Entrance Sign on Lot 71 and to create an Entrance Sign easement related thereto; (iv) to delete the designation of Lots 1 through 67 as "Withdrawable Real Estate" and to delete the applicability of the concept of the Withdrawable Real Estate; and (v) to amend Section 9.03 relating to the amendment of the Declaration to give Declarant right to amend Declaration during Declarant Control Period.

D. The Property has been subdivided into one hundred and sixty-three (163) lots (each a "Lot" and collectively the "Lots") to be improved with single family detached residential dwellings, as shown on the Wiltshire Subdivision Plan. Of the Lots subject to this Declaration, Lot 54 and Lot 160 are improved with Dwellings and the remaining one hundred and sixty-one (161) Lots are unimproved residential dwelling lots. Lots 75 and 80 are partially located in the Borough of Oxford.

E. Declarant desires in accordance with this Declaration to provide for the preservation, use and occupancy of the Lots and the Property in a manner that will be beneficial to the owners and occupants of the Lots and dwellings thereon; to create, grant and reserve certain easements over and across the Property for the benefit of Declarant and the owners of the Lots and to create an association of homeowners in the community for the purpose of owning, maintaining, managing, administering, repairing and replacing certain common facilities, and to carry out certain other obligations and functions as are more fully set forth herein, all for the purpose of protecting the value and desirability of the Property and the Lots.

NOW, THEREFORE, the Declarant hereby declares and covenants for itself and its successors and assigns, that the Property described on Exhibit "A" and shown on the Wiltshire Subdivision Plan is and shall be held, transferred, sold, conveyed, used and occupied under and subject to all the covenants, restrictions, easements and conditions hereinafter set forth in this Declaration, all of which shall be run with title to the Property and each of the Lots within

Property, and which shall be binding upon all parties having or acquiring any interest in the Property or any of the Lots, for the term specified herein.

## ARTICLE I - DEFINITIONS

1.01 Defined Terms. In addition to the terms defined in the Recitals of this Declaration and elsewhere in this Declaration, the following terms, when used herein, shall have the meanings ascribed to them in this Article I.

(a) "Act" means the Uniform Planned Community Act, 68 P.S. §5101, et seq., as amended by Act 37 of 1998 to the Act.

(b) "Assessments" means those levies, assessments or sums payable by one or more Lot Owners from time to time as levied or assessed by the Association, in accordance with this Declaration. The term Assessments shall also include any amounts that may become payable by any Lot Owner or that may be levied or assessed by the Association against any Lot, including but not limited to, costs of collection, attorneys' fees, late charges, interest, fines and penalties.

(c) "Association" means the Wiltshire Homeowners Association, Inc., which has been or shall be organized as a Pennsylvania non-profit corporation for the association of all Lot Owners, which shall have those duties, rights and privileges that are set forth in this Declaration, in the By-laws and in the Act.

(d) "By-laws" means the rules and regulations, as from time to time in effect, for the governance of the Association and for the regulation of the organization of the Association. The By-laws shall be binding upon the Association and all Lot Owners notwithstanding that such By-laws or any amendments thereto are not recorded.

(e) "Common Expense Liability" means the liability for Common Expenses allocated to each Lot Owner.

(f) "Common Expenses" means and includes the actual and estimated expenses incurred by the Association from time to time for the general benefit of all Lot Owners,

including but not limited to the actual and estimated costs and expenses of: (i) operating the Association; (ii) obtaining insurance coverages required or permitted hereunder; (iii) maintaining such fire hydrants as may be required by the Township including fire hydrant rental fees plus any related administrative fees as may be billed to the Association by the Township from time to time; (iv) maintaining, operating and repairing the Common Facilities and the Controlled Facilities, and the establishment of reserves for future costs of maintenance, repair or replacement of any of the Common Facilities and the Controlled Facilities; (v) settling or satisfying any claim made by any Person against the Association; and (vi) all other costs, expenses and liabilities incurred or to be incurred by the Association in carrying out its rights, duties and privileges pursuant to this Declaration and the By-laws.

(g) "Common Facilities" means and includes that part of the Community consisting of: (i) the Open Space areas as depicted on the Wiltshire Subdivision Plan and as more fully bounded and described in Exhibit "B"; (ii) the Stormwater Management Easements as depicted on the Wiltshire Subdivision Plan; (iii) Detention Basin Nos. 1, 2, 3, 4 and 5 located in the Open Space as depicted on the Wiltshire Subdivision Plan; (iv) Drainage Easement No. 1 located on Lots 130, 132, 133, 134 and 135, 136 and 137 as depicted on the Wiltshire Subdivision Plan and as more fully bounded and described in Exhibit "C"; and (v) Drainage Easement No. 2 located on Lots 146, 152, 153, 154, 155 as depicted on the Wiltshire Subdivision Plan and as more fully bounded and described in Exhibit "D"; (vi) Drainage Easement No. 3 located on Lots 31, 32 and 34 as depicted on the Wiltshire Subdivision Plan and as more fully bounded and described in Exhibit "E"; (vii) ~~Drainage Easement No. 3~~ Drainage Easement No. 4 located on Lot 87 as depicted on the Wiltshire Subdivision Plan and as more fully bounded and described on Exhibit "F"; Drainage Easement No. 5 located on Lot 70 as depicted on the Wiltshire Subdivision Plan and as more fully bounded and described as Exhibit "G"; and Drainage Easement No. 6 located on Lots 101 and 102 as depicted on the Wiltshire Subdivision Plan and as more fully bounded and described as Exhibit "H".

(h) "Community" means the residential development known as Wiltshire at Oxford, and includes all of the Property and all of the Lots, the Common Facilities, Controlled Facilities and Limited Controlled Facilities.

(i) "Controlled Facilities" means and includes that part of the Community, consisting of: (i) the entrance signs ("Entrance Signs") and any associated structures and landscaping located on Lots 1, 54, 68, 71 and within Open Space III as depicted on the Wiltshire Subdivision Plan and as more fully bounded and described in Exhibit "I" (which includes a depiction of the entrance sign and associated structures and landscaping located on Lot 71, which is marked as Exhibit "I-2"); (ii) the split rail wetlands protection fence ("Split Rail Fence") to be located within or along Lots 35, 36, 37, 38, 39, 40 and 41 as shown on the Wiltshire Subdivision Plan; and (iii) the wetlands earthen berm (the "Earthen Berm") to be located within or along Lots 84, 85, 86, 87, 88, 89 and Lots 108, 109, 110, 111, 112, 113, 114, 115, 116, 117 as shown on the Wiltshire Subdivision Plan.

(j) "Dwelling" means a single family, detached, residential building, as the term "building" is used and defined in the current East Nottingham Township Zoning Ordinance. The term dwelling shall also include all portions of the Lot on which such Dwelling is located and all other structures located on such Lot.

(k) "Declarant" means the Declarant originally named in the introduction to this Declaration, and any successor developer of all or a part of the Property who succeeds to the rights of the Declarant hereunder in accordance with the terms hereof.

(l) "Declaration" means this Declaration of Covenants, Restrictions and Easements for Wiltshire at Oxford, as from time to time amended and supplemented. Words such as "herein", "hereof", "hereto" and similar words when used herein, shall be deemed to refer to this Declaration in its entirety, as amended from time to time, unless the context otherwise clearly requires.

(m) "Eligible Mortgagee" means the holder, insurer or guarantor of a first mortgage lien on one or more Lots, who shall have given notice to the Association of its name, address and the Lot against which it holds, insures or guarantees a first mortgage.

(n) "Executive Board" means the governing body of the Association, consisting of those individuals elected from time to time to serve on the Executive Board of the Association pursuant to this Declaration and the By-laws.

(o) "Limited Common Expenses" means the actual expenses incurred from time to time in connection with the oversight and control of the operation of the Limited Controlled Facilities.

(p) "Limited Controlled Facilities" means and includes the roof water collection seepage beds ("Seepage Beds") to be located on Lots 158, 159, 161, 162 and 163.

(q) "Lot" means a separate and subdivided parcel of land as shown on the Wiltshire Subdivision Plan, which has been approved for the improvement of a Dwelling thereon, and such term shall be deemed to include any Dwelling now or hereafter located on such Lot.

(r) "Lot Owner" means the Declarant or any record owner, whether one or more persons or entities, of the fee simple title to any Lot, except a person holding such title solely as security for an obligation. If more than one Person holds title to any Lot, all such Persons, taken together, shall be deemed to be a single Lot Owner for all purposes of this Declaration, and all obligations imposed on a Lot Owner pursuant to this Declaration shall be the joint and several obligations of all of the Persons holding title to the particular Lot.

(s) "Member" means a Person entitled to membership in the Association.

(t) "Municipal Improvements" shall mean and refer to the interior streets, including Apple Tree Lane, Quill Court, Slate Hill Drive, Old Library Lane, Inkwell Court, Cornerstone Court, Schoolview Lane, the unpaved area identified as "Future Street/Water Line Right-of-Way" between Lot 107 and Open Space I, the unpaved area identified as "Future Street/Water Line Right-of-Way" between Lot 95 and Lot 96 (collectively the "Interior Streets"), Pump Station and Sewer Lines and appurtenances and all easements necessary therefor referred to in

Section 2.06 hereof. Nothing contained in this Declaration shall be construed in any way as binding either the Township or the Oxford Sewer Authority to accept dedication of the Municipal Improvements referred to herein.

(u) "Open Space" means those portions of the Property designated as "Open Space" on the Wiltshire Subdivision Plan, which shall be subject to such limitations and restrictions as may be imposed upon the Association and/or Lots in connection with the use thereof.

(v) "Person" means a natural person, corporation, partnership, association, trust or other entity or combination thereof.

(w) "Property" means Lots 1 through 163 inclusive, together with the Common Facilities, the Controlled Facilities, the Limited Controlled Facilities, and the Municipal Improvements as more fully depicted in the Wiltshire Subdivision Plan.

(x) "Rules and Regulations" means those Rules and Regulations that may be promulgated by the Executive Board from time to time governing the Lot Owners' use and enjoyment of the Common Facilities, Controlled Facilities and Limited Controlled Facilities pursuant to the provisions of this Declaration. The Rules and Regulations may provide greater restrictions on the use and enjoyment of the Common Facilities, Controlled Facilities or Limited Controlled Facilities or any parts thereof than are provided in this Declaration, but such Rules and Regulations may not relax any restrictions on the Owners' rights of use and enjoyment of the Common Facilities, Controlled Facilities and Limited Controlled Facilities that are set forth in this Declaration.

(y) "Special Declarant Rights" means those rights reserved to Declarant in this Declaration or as otherwise permitted to be exercised by the Declarant pursuant to the provisions of the Act.

(z) "Township" means East Nottingham Township, Chester County, Pennsylvania, or any successor municipality within which the Property is located.

(aa) "Wiltshire Subdivision Plan" means the final subdivision plan of the Property approved by the Township and recorded in the Office of the Recorder of Deeds in and for

Chester County, Pennsylvania, dated December 9, 1996 (last revised June 26, 1998), and all approved and recorded amendments or modifications thereof, and all accompanying land development and related plans.

ARTICLE II - APPLICABILITY OF DECLARATION;  
CONSTRUCTION AND INTERPRETATION

2.01 Submission of Property. The Community contains common elements which contain only stormwater management facilities and related devices, real estate containing signage, lighting, landscaping, gates, walls, fences and/or open space, and, therefore, is subject only to the following sections of the Act and its amendments: Sections 5102 through 5114, inclusive; Sections 5301 through 5320, inclusive; and Sections 5407, 5408, 5409 and 5411. Any reference to common elements as being Common Facilities, Controlled Facilities and Limited Controlled Facilities is not intended to nor shall it subject the Property to any additional requirements and/or provisions of the Act which are not already applicable to the Property. Declarant hereby submits the Property, together with the buildings and improvements erected, or to be constructed thereon, and all easements, rights and appurtenances belonging thereto, to the terms, conditions and provisions of this Declaration in accordance with the applicable provisions of the Act. This Declaration shall be applicable to the entire Community and to all of the Lots and all of the Common Facilities, Controlled Facilities and Limited Controlled Facilities. All present and future Lot Owners and the Lots, and their respective tenants, subtenants, family members, guests, invitees, permittees, agents, servants, employees and any other persons occupying or using any Lot or Dwelling shall be bound by all the terms and conditions of this Declaration, the By-laws and any Rules and Regulations as may be promulgated by the Executive Board.

2.02 Number of Lots/Allocations. A maximum of 163 Lots may be created in the Community. The boundaries of each of the Lots in the Community are identical to the



boundaries of the Lots as depicted on the Wiltshire Subdivision Plan. There are no Limited Common Facilities in the Community as that term is defined in the Act.

2.03 Special Declarant Rights to Designate Common Facilities. The Declarant reserves the right to designate as a Common Facility, and does by this Declaration so designate as Common Facilities, the following: the Open Space; the Stormwater Management Easement; Detention Basins Nos. 1, 2, 3, 4, 5; Drainage Easement No. 1; Drainage Easement No. 2; Drainage Easement No. 3; and Drainage Easement No. 4. Drainage Easement No. 5; and Drainage Easement No. 6. All such Common Facilities not required by the Declaration Plan to be improved or disturbed in any way from their natural state will become Common Facilities upon the recording of this Declaration. All other Common Facilities will become Common Facilities upon substantial completion of the required improvement, as required by the Wiltshire Subdivision Plan and the Township. Common Facilities will be substantially completed on or before conveyance of the last Lot. The Declarant will convey the Common Facilities to the Association upon substantial completion of all of the Common Facilities, but not later than the date of the conveyance by Declarant of the last Lot in the Community owned by Declarant, which obligation to convey will be binding upon the Declarant and any successor in interest of the Declarant in any portion of the Community, whether or not the successor succeeds to any Special Declarant Rights. The Common Facilities will be owned by the Declarant prior to such conveyance. No such conveyance shall occur until any required improvement, grading or disturbance in any way from the natural state of the portion of the Community to be conveyed has been completed, unless a third-party guarantee, bond, escrow, letter of credit or other mechanism assuring completion has been provided by the Declarant, which third-party mechanism shall not expire until completion of such improvement or disturbance. The Common Facilities will be conveyed by delivery of a fee simple special warranty deed to the Association, which will be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania. No consideration shall be payable by the Association other than the Association's acceptance of such deed or deeds. Maintenance and

operation of the Common Facilities will constitute the principal activity and purpose of the Association and virtually all the Association's budget will be devoted thereto.

2.04 Special Declarant Right to Create Controlled Facilities. The Declarant reserves the right to designate as a Controlled Facility, and does by this Declaration so designate as a Controlled Facility, the following: the Entrance Signs and any associated structures and landscaping; the Split Rail Fence; and the Earthen Berm. The Declarant intends to construct Entrance Signs and associated structures and landscaping on Lots 1, 54, 68, 71 and within Open Space III as shown on the Wiltshire Subdivision Plan, which includes, in particular, stone work, entrance gates and lighting fixtures on Lots 68 and 71. The Declarant intends to construct the Split Rail Fence along or within Lots 35, 36, 37, 38, 39, 40 and 41 as shown on the Wiltshire Subdivision Plan. The Declarant intends to construct the Earthen Berm along or within Lots 108, 109, 110, 111, 112, 113, 114, 115, 116, 117 and Lots 84, 85, 86, 87, 88, 89 as shown on the Wiltshire Subdivision Plan. The Declarant will complete the construction of the Entrance Signs, the Split Rail Fence and the Earthen Berm before, at or in connection with the improvement of Dwellings upon each of the Lots on which the Entrance Signs, Split Rail Fence and/or Earthen Berm are located or as may otherwise be required by the Township in accordance with the approval of the Wiltshire Subdivision Plan, provided, however, that Declarant shall have the right to construct and/or complete the construction of any Controlled Facilities at any time. The Association shall maintain the Entrance Signs and the associated structures and landscaping, the Split Rail Fence and the Earthen Berm in such manner and to the extent that it deems necessary and appropriate, subject to any specific requirements of the Township. The cost of maintaining the Entrance Signs and associated structures and landscaping (including any costs incurred for the lighting of the Entrance Signs located on Lots 68 and 71), the Split Rail Fence and the Earthen Berm shall be a Common Expense.

2.05 Special Declarant Right to Create Limited Controlled Facilities. The Declarant reserves the right to designate as a Limited Controlled Facility, and does by this Declaration designate the Seepage Beds as a Limited Controlled Facility under the Act. The Declarant will

complete construction of the Seepage Beds at or in connection with the improvement of Dwellings upon each of the Lots on which the Seepage Beds are located or as may otherwise be required by the Township in accordance with the approved Wiltshire Subdivision Plan, provided, however, that all such Limited Controlled Facilities shall be completed prior to the conveyance of the last Lot out of the Community. The obligation to maintain the Seepage Beds shall be the responsibility of the Lot Owner on which each such Seepage Bed is located. The Association shall have the right, from time to time, to come upon the Lots on which the Seepage Beds are located, and if the same are found not be in working order, or if the Township specifically requires remedial action with respect to the Seepage Beds, and in either case the Lot Owner fails, within thirty (30) days of the date of notice from the Association to correct or repair any defective condition in the Seepage Beds, the Association shall have the right to come upon such Lot and take such remedial action or repairs as may be necessary and to assess the cost of such action upon the Lot Owner as a Limited Common Expense.

2.06 Special Declarant Rights with Respect to Municipal Improvements. Declarant is, in connection with the approval of the Wiltshire Subdivision Plan, required to construct certain improvements which are to be offered for dedication to the Township or to the Oxford Area Sewer Authority. Those improvements to be dedicated to the Township consist of the interior streets of the Community, including Apple Tree Lane, Quill Court, Slate Hill Drive, Old Library Lane, Inkwell Court, Cornerstone Court, and Schoolview Lane (collectively the "Interior Streets"), all of which shall be constructed in accordance with applicable Township construction regulations at the expense of the Declarant and shall be conveyed to the Township. The Interior Streets also include the two unpaved areas identified as "Future Street/Water Line Right-of-Way" between Lot 107 and Open Space I and between Lot 95 and Lot 96, as shown on the Wiltshire Subdivision Plan, which will be available for future street and utility connections. The Declarant is required to post financial security acceptable to the Township in an amount sufficient to complete the construction of the Interior Streets which shall be offered for dedication to the Township. As noted above, nothing contained in this

Declaration shall be construed in any way as binding the Township to accept dedication of the Municipal Improvements referred to herein. During the construction and build-out of the Community, responsibility for plowing snow on the Interior Streets shall be borne by Declarant. Those improvements to be dedicated to the Oxford Area Sewer Authority (the "Authority") consist of the pump station and sanitary sewer lines ("Pump Station and Sewer Lines"), as shown on the Wiltshire Subdivision Plan, which shall be constructed in conformity with all applicable requirements of the Authority at the expense of the Declarant. The Pump Station shall be connected to an existing sewer main operated by the Authority prior to the conveyance of the first Lot out of the Community. Declarant shall post financial security acceptable to the Authority in an amount sufficient to assume the completion of construction of the Pump Station and Sewer Lines. It is anticipated that the Pump Station and Sewer Lines and appurtenances and all easements necessary therefor shall be dedicated to the Authority. The Interior Streets and Pump Station and Sewer Lines and appurtenances and all easements necessary therefor are sometimes referred to collectively as the "Municipal Improvements". Public water shall be provided to the Community by the Chester Water Authority by way of the public water lines shown on the Wiltshire Subdivision Plan, which lines and all easements and other structures and facilities appurtenant thereto (collectively the "Water Lines") shall be conveyed to, owned, maintained and operated by the Chester Water Authority. The Water Lines shall be constructed by the Declarant at the sole cost and expense of the Declarant.

2.07 Special Declarant Rights to Create Easements Affecting Community. The Declarant hereby reserves the right to create and establish such easements as may be necessary over, across, under and through the Community, the Common Facilities, the Open Space and the various Lots comprising the Community as may be necessary or appropriate for the development and build-out of the Community as more fully set forth in Articles VI and VII below.

2.08 Conflict with the Act. It is Declarant's intention that this Declaration comply in all respects with the applicable provisions of the Act. Declarant hereby reserves the right in

the event of any conflict or inconsistency between the terms of this Declaration and the terms of the applicable provisions of the Act or any omission of any requirement of the Act, to amend this Declaration to conform to the specific requirements of the Act.

### ARTICLE III - ASSOCIATION; MEMBERSHIP; ASSESSMENTS

#### 3.01 Association.

(a) The Association shall be the governing body for and on behalf of all Lot Owners, and shall have all duties, rights, privileges and responsibilities as are set forth in this Declaration, in the By-laws and in the Act. All rights, powers and duties that are granted to the Association pursuant to this Declaration or the By-laws of the Act shall be exercised, carried out and performed by and through the Executive Board, except when any provision of this Declaration, the By-laws or the Act requires that any such powers, rights, duties or privileges may be exercised or carried out only by Members. The Association shall be responsible for the maintenance, repair, replacement, management, operation and administration of the Common Facilities, the Controlled Facilities and (except as otherwise provided herein) the Limited Controlled Facilities, including any and all obligations relating to the Common Facilities, Controlled Facilities and the Limited Controlled Facilities established in connection with the approval of the Wiltshire Subdivision Plan. In exercising its obligations with respect to the Controlled Facilities, the Association shall have the right, from time to time, to come upon the Lot or Lots upon which such Controlled Facilities are located to inspect, maintain and repair such Controlled Facilities and to assess the cost thereof as a Common Expense of the Association. The Seepage Beds on each individual Lot shall be maintained and repaired at the expense of each Lot Owner provided, however, that the Association shall have the right, from time to time, to enter upon and inspect the condition and state of repair and/or operating condition of the Seepage Beds on the various Lots and, in the event the Association determines that the Seepage Beds are in need of repair and maintenance, or if such determination has been made by the Township, the Association shall have the right,

after first giving each Lot Owner thirty (30) days prior written notice, to enter upon such Lot or Lots and effect such repairs as the Association deems appropriate and to assess the cost thereof to the Lot or Lots so involved. The Association shall also have the power and duty to levy Assessments against all Lot Owners for the purpose of paying the Common Expenses incurred or to be incurred by the Association from time to time and to levy special Assessments against all or fewer than all of the Lot Owners for the purposes set forth in this Declaration.

(b) The Association shall have the right, subject to any limitation set forth in the By-laws, to delegate one or more of its duties hereunder to a manager or agent or to other persons, firms or corporations, provided that any contracts with any such managers, agents or other firms shall be for a term of not more than one (1) year and shall be terminable without further liability on the part of the Association upon not more than ninety (90) days prior written notice given by the Association. All other terms and conditions of such agreement shall be as determined by the Executive Board.

(c) The Association shall have the right and obligation to accept conveyance to it of sole or common title to, or the right to use, the Open Space and the Common Facilities, and shall have the right and obligation to accept conveyance to it of any other real and personal property that the Association has the right or obligation to acquire or maintain pursuant to the terms of this Declaration. The Association shall have the right to acquire, own and maintain such other personal property as is necessary and appropriate in connection with the performance by the Association of its rights, duties, obligations and privileges hereunder.

(d) Without limiting the general grant of authority and duties provided in this Section 3.01, the Association shall, acting by and through the Executive Board, have the following rights, duties, obligations and privileges:

(1) To maintain and manage the Common Facilities, Controlled Facilities and Limited Controlled Facilities;

(2) To keep the Common Facilities and Controlled Facilities in good condition and repair and to make any necessary repairs and replacements thereof or thereto;

(3) To maintain the Entrance Signs and to install, maintain and replace associated stone work, entrance gates, lighting fixtures, landscaping and shrubbery, and to collect any utility costs associated with the lighting of the Entrance Signs and for this purpose shall have the right, from time to time as the Association deems appropriate, to enter upon Lots 1, 54, 68 and 71 for such purposes;

(4) To purchase any insurance coverages or fidelity bonds required or to be obtained for or on behalf of the Association hereunder;

(5) To collect fire hydrant rental fees plus any related administrative fees as may be billed to the Association by the Township from time to time;

(6) To adopt operating and capital budgets of the Association with respect to the Common Facilities, Controlled Facilities and Limited Controlled Facilities, and to make amendments thereto, as from time to time necessary;

(7) To compute, levy, assess and collect Assessments;

(8) To enforce the collection of delinquent Assessments by any one or more methods set forth in this Declaration and to impose late payments and, after providing for notice and an opportunity to be heard, to levy reasonable fines for violations of this Declaration, the By-laws or the Rules and Regulations;

(9) To enter into contracts or agreements with third parties as may be necessary or appropriate from time to time in connection with the performance of the Association's rights, duties and obligations hereunder, and to pay for goods and services furnished to the Association pursuant to such contracts or agreements;

(10) To adopt, amend and repeal, from time to time, the By-laws and such Rules and Regulations as the Executive Board may deem necessary or appropriate for the regulation of the use and enjoyment of the Common Facilities;

- (11) To enforce by one or more remedies available at law or in equity any and all of the provisions of this Declaration;
- (12) To grant easements, with an 80% affirmative vote of all Members, to third parties over, across or under the Open Space (if, as and when acquired) or any portions thereof, as may be necessary from time to time for the benefit of the Association or any of its Members, including but not limited to easements in favor of public or private utility or service companies furnishing electric, gas, water, sanitary sewer, telephone, open video systems, cable internet access, or cable television services;
- (13) To prosecute or defend claims, suits, causes of action by or against the Association and to litigate, arbitrate, settle, compromise and/or release any such claims;
- (14) To impose fees for the preparation and recording of amendments to the Declaration and a charge for resale certificates;
- (15) To provide for indemnification of the officers of the Association and members of the Executive Board and to maintain directors and officers liability insurance (including the maintenance of directors' and officers' liability insurance for so long as a Director and/or Officer appointed by the Declarant remains on the Executive Board);
- (16) To dedicate and convey with an 80% affirmative vote of the Members the Open Space (if, as and when acquired) to the Township;
- (17) To cause additional improvements to be made as part of the Controlled Facilities; and
- (18) To do all things necessary or expedient in order to carry out all the powers, rights, privileges, duties and functions of the Association as are set forth herein.
- (e) No judicial or administrative proceedings shall be commenced or prosecuted by the Association unless approved by Lot Owners entitled to cast at least sixty (60%) percent of the votes cast at a duly constituted meeting of Members. The foregoing shall not apply to actions brought by the Association to enforce the provisions of this Declaration,



the imposition and collection of Assessments, proceedings involving challenges to real property taxes, or counterclaims brought by the Association in proceedings instituted against it, which may be pursued if approved by the Executive Board.

3.02 Association Membership; Voting.

✓(a) Every Lot Owner, by acceptance of the deed to his Lot, shall become a Member of the Association and shall become liable to pay all Assessments that may be levied by the Association against him with respect to his Lot or Dwelling, and any costs and expenses for which the Lot Owner may become liable pursuant to this Declaration, the By-laws or the Rules and Regulations. Membership in the Association shall not be severable from ownership of a Lot, and membership in the Association shall be transferred automatically upon the conveyance of title to a Lot. Membership in the Association shall, except as otherwise hereinafter provided, be limited to the Lot Owners.

✓(b) Every Lot Owner, as a Member of the Association, shall be entitled to enjoy all of the rights and shall be subject to all of the obligations of membership in the Association, subject to the right of the Executive Board to suspend any such rights or privileges, including voting rights, in the event any Member fails to pay Assessments levied against him, his Lot or Dwelling. Each Owner shall be entitled to one (1) vote for each Lot within the Community owned by him or it. In the event that a Lot is owned by more than one Person, such Owners, taken together, shall have only one (1) vote with respect to such Lot.

✓(c) A Member shall be entitled to vote at any annual or special meeting of Members of the Association only if such Member shall have fully paid all Assessments made or levied against him or his Lot by the Association, as hereinafter set forth, together with all interest, costs of collection, attorneys' fees, penalties and other expenses, if any, properly chargeable to him or against his Lot, at least five (5) days prior to the date fixed for the annual or special meeting, as the case may be. In the event that any such Assessments are payable in installments, then all delinquent installments shall be paid at least five (5) days prior to the date fixed for such meeting.

(d) In the event that any Dwelling is leased to a tenant, such tenant shall not be entitled to vote as a Member in the Association (unless given a proxy by the Owner thereof).

(e) In the event that a Lot is owned by more than one Owner, and if there is a conflict between the Owners as to how such vote should be cast on any matter, such vote shall be counted for purposes of determining the presence of a quorum at any annual or special meeting of Members, but otherwise the conflicting votes of the Owners of such Lot with respect to a particular matter on which the Members are entitled to vote shall be deemed to cancel each other and, therefore, shall not be counted. The voting rights of a Member, where the Lot is owned by a corporation, partnership or other entity, shall be exercised by the individual designated from time to time by the Owner in a written instrument provided to the Secretary of the Association, subject to the provisions of this Declaration and the By-laws.

### 3.03 Executive Board.

(a) Subject to the other provisions of this Declaration and of the By-laws, the Executive Board shall have the full power and authority to act on behalf of the Association. The initial Executive Board shall consist of three (3) directors, who shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations, and without the necessity of holding an actual meeting or vote to appoint such Board Members. Directors appointed by the Declarant shall be replaced with Directors elected by the Members in accordance with subparagraph (c) below.

(b) The Executive Board may not act on behalf of the Association to amend this Declaration, terminate the Community, elect members of the Executive Board or determine the qualifications, powers and duties or terms of office of the Executive Board members, but the Executive Board may fill vacancies in its membership for the unexpired portion of any term. The Executive Board shall deliver to all Lot Owners copies of each budget approved by the Executive Board and notice of any capital expenditure approved by the Executive Board promptly after such approval. The Lot Owners may, by an affirmative vote

of a majority of the Members, reject any budget or capital expenditure approved by the Executive Board within thirty (30) days after approval in accordance with Section 3.11(d).

(c) The period extending from the date of the first conveyance of a Lot to a person other than Declarant to the earlier of (i) five (5) years; or (ii) sixty (60) days after conveyance of seventy-five (75%) percent of the Lots to Owners other than Declarant; or (iii) two (2) years after Declarant has ceased to offer Lots for sale in the ordinary course of business, shall be referred to herein as the "Declarant Control Period". During the Declarant Control Period, the Declarant may appoint and remove officers and members of the Executive Board. Not later than sixty (60) days after the conveyance of twenty-five (25%) percent of the Lots to Lot Owners other than Declarant, at least one (1) member and not less than twenty-five (25%) percent of the members of the Executive Board shall be elected by Lot Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty (50%) percent of the Lots which may be created to Lot Owners other than Declarant, not less than thirty-three (33%) percent of the Members of the Executive Board shall be elected by Lot Owners other than Declarant. At the termination of the Declarant Control Period the Lot Owners shall elect an Executive Board of at least three (3) members of which at least a majority shall be Lot Owners. Notwithstanding any provision of this Declaration or By Laws to the contrary, the Lot Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Lot Owners at which a quorum is present, may remove any member of the Executive Board with or without cause, other than the members appointed by Declarant.

(d) After the expiration of the Declarant Control Period, all of the members of the Executive Board shall be elected by the Members at the annual meeting of Members next following the expiration of the Declarant Control Period. For purposes of this subparagraph, the percentage of Lots conveyed by the Declarant shall be based upon a total number of Lots within the Property.

3.04 Assessment Obligations of Owners.

(a) Each Owner of a Lot shall pay to the Association all Assessments that may be levied by the Association against his Lot or against him with respect to his Lot, including, but not limited to, all regular Assessments made due and payable on a monthly or other periodic basis as determined from time to time by the Executive Board based upon the budget of the Association, all special Assessments that may be levied and assessed from time to time in accordance with the terms of this Declaration and any interest charges, attorneys' fees, late fees, fines or penalties that may be levied by the Executive Board for non-payment of Assessments or for non-compliance with the terms and conditions of this Declaration, By-laws and/or any Rules and Regulations promulgated by the Board of Directors. Each Lot will be allocated .614% of the Association's Common Expenses. No fine or penalty may be levied by the Association without first having given the Lot Owner against whom such fine or penalty is to be assessed notice and an opportunity to be heard on the issue.

(b) Any regular and special Assessments and supplemental Assessments, together with interest thereon, fines, late charges, costs of collection and attorneys' fees shall be a charge against the Lot, and shall be a continuing lien upon the Lot against which such Assessment is made, from time of Assessment (notwithstanding that such Assessment may be payable at a later time or in two or more installments) having such lien priorities and being subject to divestiture in such manner as is provided in the Act as the same may be amended from time to time.

3.05 Non-Refundable Contribution by First Purchasers. The Declarant shall assess to each purchaser of a Lot purchased from the Declarant a one-time non-refundable Assessment in the amount of \$150.00. The Declarant shall deposit the Assessment funds so collected into an account which amount may be used from time to time for any purposes deemed appropriate or desirable by the Executive Board. Such contributions shall be in addition to, and shall not be in lieu of or applied against the Assessments levied or assessed against such Lot or Dwelling, or any Assessments that have been levied or assessed against such Lot or Dwelling.

3.06 Damages. Each Owner shall be obligated to reimburse and indemnify the Association for any expenses, costs or damages incurred by the Association, or with respect to any Common Facilities or Controlled Facilities damaged or destroyed, by the act, omission or negligence of such Owner or his tenants, agents, guests, family members or licensees, upon demand by the Association.

3.07 Payment. Except as otherwise provided in this Declaration, the time for payment of Assessments by each Owner shall be determined by the Executive Board.

3.08 Non-Payment; Lien.

(a) In the event that any Assessment or installment thereof is not paid within fifteen (15) days after the due date thereof, interest thereon shall accrue from the due date at the rate of fifteen (15%) percent per annum. The Executive Board shall have the right to levy the costs of collection (including attorneys' fees) against an Owner who is delinquent in the payment of any Assessment or installment thereof. The Executive Board shall also have the right to charge a delinquency Assessment, as established from time to time, against any Owner who is delinquent in the payment of Assessments for a period exceeding fifteen (15) days from the due date, such delinquency Assessment not to exceed ten (10%) percent of the overdue sum. In the event that an Owner shall be delinquent in the payment of any Assessments or installments thereof for more than thirty (30) days after the due date thereof, the Executive Board shall have the right to accelerate all future installments of such Assessments with respect to the delinquent Owner.

(b) If any Assessment or installment thereof is not paid within thirty (30) days after its due date, or in the event that all delinquencies are not satisfied at least five (5) days prior to any annual or special meeting of Members, the Executive Board shall have the right to suspend the rights of the delinquent Owner to use and enjoy the Common Facilities and to suspend the voting rights and other privileges of such Member.

(c) The Association shall, upon the written request of a Lot Owner, provide such Lot Owner with a recordable statement setting forth the amount of unpaid assessments

currently levied upon such Lot Owner's Unit, including any credits or surplus in favor of such Lot. The statement must be furnished within ten (10) business days after receipt of such Lot Owner's request for such a statement.

3.09 Collection. Assessments and other costs and expenses which may be payable by any Owner may be recovered by a lawsuit brought by the Executive Board on behalf of the Association and/or the Owners, in any action at law or in equity against the Owner personally obligated to pay the same and the Association shall be entitled to seek and pursue any and all rights and remedies as may be available at law or in equity. The Association may recover from the delinquent Owner all attorneys' fees and other costs of collection as well as late charges, interest and fines levied by the Association with respect to unpaid and delinquent Assessments, and the same shall become due on demand by the Association.

3.10 Collection Upon Sale of a Lot.

(a) In the event that title to a Lot is transferred in connection with a sale pursuant to execution on any lien against the Lot, the Executive Board may give notice in writing of any unpaid Assessments which have not been reduced to a lien, and such unpaid Assessments of which the Sheriff has notice shall be paid out of the proceeds of such sale after payment of other claims required by law to be paid first, but prior to any distribution of proceeds to the Owner of such Lot. If an Eligible Mortgagee or other purchaser acquires title to a Lot pursuant to foreclosure of a first mortgage, or by deed in lieu of foreclosure, the transferee shall not be liable for unpaid Assessments accrued through the date of such transfer.

(b) In the event of a resale of a Lot by a Lot Owner other than the Declarant, the Lot Owner shall furnish to a purchaser before execution of any contract for sale of a Lot, a copy of the Declaration, the By-laws, the Rules and Regulations and a resale certificate as required under Section 5407 of the Act (the "Resale Certificate").

(c) The Lot Owner shall notify the Association of his intention to sell the Lot so that the Association may prepare the Resale Certificate. Within ten (10) days of the receipt of such notification, the Association shall prepare the Resale Certificate which shall

contain all of the information required under Section 5407 of the Act, which Resale Certificate shall be mailed to the place designated by the Lot Owner. No conveyance shall discharge the personal liability of the Lot Owner for unpaid assessment of charges whether or not shown on such certificate. A reasonable fee shall be established by the Association from time to time for the cost of preparation of such certificate and shall be paid at the time of the request for such certificate. The Resale Certificate shall be signed by an officer of the Association or by an employee of the Association's management company. A properly executed Resale Certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as to any purchaser or mortgagee relying thereon in good faith as of the date of its issuance, but shall not relieve the Lot Owner of personal liability for any unpaid assessments.

**3.11 Basis and Computation of Regular Assessments.**

(a) The Executive Board of the Association shall, at least sixty (60) days prior to each fiscal year of the Association, adopt a budget of the Association for such fiscal year, setting forth estimated Common Expenses of the Association and other costs, expenses, liabilities and reserves which the Executive Board may deem appropriate. Assessments for the fiscal year to which such budget relates shall be computed based on the total Common Expenses anticipated for such fiscal year as set forth in the budget, in excess of any surplus resulting from the excess of Assessments levied from a prior year or years over Common Expenses actually incurred in such prior year or years.

(b) The budget of the Association based on which regular Assessments are made may be changed from time to time by the vote of a majority of the Executive Board to reflect any substantial change in the Common Expenses incurred or expected to be incurred by the Association for such fiscal year, and the Executive Board shall have the power to increase or decrease the Assessments based on such changes in the budget, such increase or decrease to be effective not earlier than thirty (30) days after notice thereof shall have been given by the treasurer to the Owners.

(c) The Board of Directors shall levy assessments at least annually and cause notice of annual Assessments due to be sent to all Owners after the Assessment for any fiscal year has been determined or redetermined in accordance with this Declaration.

(d) Promptly after adoption of the budget for a fiscal year, the Executive Board shall cause notice of the Assessment and a copy of the budget to be mailed to each Owner. Such budget shall become effective unless disapproved within thirty (30) days by majority vote of the Members of the Association at a duly called and constituted meeting of the Association. Unless a meeting is requested by the Members, as provided in the By-laws, the budget and Assessment shall take effect without a meeting of the Members effective as of the first day of the fiscal year of the Association to which such budget relates. In the event that such budget is disapproved by the Members, or in the event that the Executive Board fails for any reason to adopt a budget for any fiscal year, then the regular Assessment for the immediately preceding fiscal year shall be deemed to continue in effect until a budget has been adopted by the Executive Board (and not disapproved by the Members) on the basis of which a new regular Assessment may be determined.

/ 3.12 Commencement of Assessments. The Assessments provided for herein shall commence as to each Lot on the first day of the first calendar month following the date of conveyance of the Lot by the Declarant, or the effective date of the first budget, whichever is later.

#### ARTICLE IV - INSURANCE

4.01 General Right and Duty to Purchase Insurance. The Executive Board shall obtain or cause to be obtained comprehensive public liability and property damage insurance covering liability or loss or injury (including death) to Persons and loss or damage to property, in such amounts and against such risks, and from insurance companies, as the Executive Board shall determine, provided that in no event shall such comprehensive public liability insurance be less than One Million Dollars (\$1,000,000.00) for bodily injury or death arising from a



single occurrence. Such policies shall have such deductibles or co-payments as the Executive Board may determine, in its discretion. Such insurance shall protect the Owners and the Association against liability arising out of the use of, or the loss, damages or injuries occurring on the Common Facilities and any Controlled Facilities located on any Lots. The above referenced minimum insurance amount may be reduced to such amount as the Executive Board shall determine is appropriate in the absence of the Association having any rights or interests in Open Space, so long as such minimum insurance amount (or such increased amount as the Board of Directors shall determine is appropriate) is maintained in the event the Association does acquire any rights and interests in Open Space.

4.02 Association Property Insurance. The Executive Board shall obtain all risk hazard insurance policies covering damage to the Common Facilities and the Controlled Facilities, including, if applicable, flood insurance coverage, such insurance to cover any fixtures, improvements or equipment constructed or to be constructed on the Common Facilities, or which form part of the Controlled Facilities. To the extent available, such insurance shall be with "replacement cost" coverage.

4.03 Insurance Obligations of Owners. Each Owner shall be individually and solely responsible for maintaining hazard, fire, flood and liability insurance with respect to his Lot and Dwelling, and against losses, damages or injuries occurring on his Lot. The Executive Board shall have the right to promulgate standards which shall be required to be met by each Owner with respect to property and casualty and liability insurance coverages to be obtained with respect to the Dwellings to be located on the Lots. The Association shall have no insurance responsibility with respect to any Lot, Dwelling or other improvements located on any Lot (except for Common Facilities or Controlled Facilities located on such Lots). Each Owner shall carry blanket all-risk casualty insurance on the Dwelling and other structures located on his Lot, and each Owner further covenants and agrees that in the event of the total destruction of his Dwelling, the Owner shall proceed promptly to repair, replace or to reconstruct the damaged Dwelling in a manner consistent with the original construction

thereof. Any portion of the Community for which insurance is required to be maintained by the Lot Owner by the Act or in the Declaration and which is damaged or destroyed shall be required to be repaired or replaced promptly by the Lot Owner unless:

- (1) the Community is terminated;
- (2) repair or replacement would be illegal under any State or local health or safety statute or ordinance; or
- (3) Eighty (80%) percent of all of the Lot Owners, including any Owner of a Lot which will not be rebuilt, vote to not rebuild.

The Lot Owner shall pay any costs of repair or reconstruction not covered by insurance proceeds.

4.04 Policy Provisions. All policies purchased by the Association shall be for the benefit of the Association, and the costs and premiums thereof, and any deductibles or co-payments thereunder, shall be deemed to be Common Expenses of the Association. Such insurance shall be purchased for the benefit of the Association, the Executive Board, the Declarant, the Owners and all Eligible Mortgagees, as their interests may appear, provided that it shall be sufficient if the named insured on such policies is the Association. Endorsements in favor of mortgagees holding mortgages on any Dwellings may be issued upon request, any expenses thereof to be borne by the Owners requesting such endorsements. The Association shall maintain any insurance coverages that may be required under applicable law. The Executive Board shall have the right to increase insurance coverages and obtain additional insurance coverages not specifically stated herein as the Executive Board may from time to time determine, in its discretion, and the premiums for such additional or different insurance coverages shall be deemed to be Common Expenses of the Association. Policies of insurance shall be deposited with and shall be maintained by the Executive Board.

4.05 Other Insurance Coverages. The Executive Board shall also have the right to obtain other insurance coverages and endorsements which may be applicable to the Common Facilities and the Controlled Facilities, all premiums for which shall be Common Expenses,

including, but not limited to, workers' compensation insurance, directors' and officers' liability insurance, fidelity bonds with respect to employees, agents or managers hired by the Association, and any and all other insurance coverages as the Executive Board may from time to time deem necessary or appropriate. The Executive Board shall maintain directors' and officers' liability insurance for so long as a Director and/or Officer appointed by the Declarant remains on the Executive Board.

4.06 Powers of Board of Directors. The Executive Board shall have full and exclusive power and authority to negotiate, adjust and compromise all claims for insurance coverages, and to execute and deliver releases therefor upon payment of the agreed settlement for such claims.

#### ARTICLE V - BUILDING AND USE RESTRICTIONS

5.01 Business Uses. No industrial, manufacturing or commercial activity, trade or business shall be conducted on the Property or on or about any of the Lots, or in any Dwellings or other buildings or improvements now or hereafter located on the Property or any of the Lots, nor shall any commercial, industrial or manufacturing structure, building or facility be constructed on the Property or any of the Lots. No mining, quarrying or removal of gravel, soil, rock or other materials shall be conducted on the Property or any of the Lots, except for excavation and removal of soil necessary in connection with the normal construction and maintenance of buildings, driveways, landscaping and appurtenant residential improvements on the Lots.

5.02 Subdivision or Partition. Once a Lot has been conveyed by the Declarant, such Lot may not be further subdivided or partitioned, directly or indirectly. Declarant may, from time to time, relocate boundaries between Lots owned by the Declarant by an appropriate amendment to or revision of the Wiltshire Subdivision Plan, as Declarant deems appropriate, in Declarant's sole and absolute discretion, subject to the required approvals by the Township.

5.03 Residential Use. Except as otherwise expressly provided herein, the Lots and Dwellings shall be used solely and exclusively for residential purposes. No more than one Dwelling shall be located on any Lot. No other building, including any garage or other outbuilding, may be used or occupied, temporarily or permanently, as a residence.

5.04 Above-Ground Utilities. No above-ground conduits, pipelines, electric, telephone, cable television, radio or other utility transmission line or antenna shall be installed on any Lot or on the exterior of any Dwelling. Satellite dishes exceeding eighteen (18") inches in diameter or other free-standing (or roof or chimney mounted) antenna or reception devices shall not be constructed or erected on any Lot or Dwelling.

5.05 Animals. No Lot or any building or improvement located thereon shall be used for stabling, housing, raising, breeding, boarding or keeping one or more horses, cattle, hogs, goats, sheep, fowl, birds or other animals or livestock of any nature for personal or commercial purposes (excepting only personal domestic household pets, limited to no more than two (2) dogs and two (2) cats). Notwithstanding the foregoing, Declarant, or the Architectural Control Committee when it succeeds Declarant, shall have the right to permit an Owner of a Lot to maintain more than two (2) personal, domestic dogs or more than two (2) personal, domestic cats at any one time if the Declarant, or the Architectural Control Committee, as the case may be, is, in its sole discretion, satisfied that the Owner of such Lot has made proper arrangements for the care and maintenance of such additional animals and so long as such additional animals on the subject Lot do not constitute an unreasonable disturbance or annoyance to owners of neighboring or nearby Lots. An Owner of Lot upon which a domestic cat and/or dog is maintained shall also make proper arrangements for the control and maintenance of the domestic cat and/or dog while outside the Owner's Lot but within the Property, which maintenance shall include the clean-up of any animal wastes left upon the Property by such domestic cat and/or dog.

~~5.06~~ 5.06 Outdoor Storage/Vehicles. Outdoor storage of appliances, lumber, wood or building materials shall be forbidden except during the performance of any permitted

construction activities upon the Lot. No commercial trucks or vehicles, all terrain vehicle, boat, boat trailer, or other trailer, motor home, recreational vehicle nor any unlicensed motor vehicle shall be kept or stored on any Lot, unless it is completely enclosed within a garage or other outbuilding permitted hereunder or is otherwise hidden or screened from view in a manner deemed acceptable by the Executive Board, except in connection with the immediate maintenance, cleaning, repair or transportation thereof. No maintenance work shall be done to any vehicle located on any Lot or any portion of the Property which will render that vehicle immobile for longer than twenty-four (24) hours. No major engine repairs and/or drivetrain replacements shall be performed on any vehicle located on any Lot or any portion of the Property. The foregoing shall not be deemed to prohibit the outdoor storage of firewood provided that such firewood is neatly stacked to a height not more than four (4) feet from the ground level, and such firewood is located to the rear of a Dwelling so as to screen it as much as possible from view.

5.07 Debris. No storage, depositing, dumping, burial, burning or abandonment of any solid waste, debris, trash or refuse of any nature shall be permitted, except when such trash or debris is left outdoors for not more than twenty-four (24) hours for trash collection purposes, in which case such trash or refuse shall be kept in enclosed containers or approved recycling bins or containers. Such containers shall be removed promptly after the contents thereof have been collected.

5.08 Clothes Lines. No temporary or permanent clothes line, clothes drying rack or similar structure shall be permitted nor shall the Owners or occupants of any Dwelling or Lot dry or hang clothes, linens, sheets, towels or other similar items outside for any purpose whatsoever.

5.09 Out Buildings; Recreational Equipment; Pools. Except for attached or detached private garages constructed by the Declarant for the sole and exclusive personal and non-commercial use of the Owner of a Lot, no outbuildings or other enclosures shall be constructed on any Lot except with the prior written consent of the Declarant. However, one storage shed

shall be permitted on each Lot, provided that the plans and specifications for such shed shall have been submitted to and approved by the Declarant. Children's recreational equipment may be erected on a Lot provided that such equipment is constructed of unpainted wood (or wood treated with colorless stain or preservative). No portable basketball courts, backboards nor any other portable game or sporting device shall be stored, erected, constructed or maintained in the street or front yard of any lot. No skateboard, in-line skate or bicycle ramps shall be constructed, built, stored or erected upon any Lot or any portion of the Property. No above-ground or above-grade swimming pool shall be permitted on any Lot. One in-ground swimming pool may be constructed on each Lot, provided that such pool shall be surrounded by appropriate fencing for the protection of unattended children, and the plans for such pools shall be subject to review and approval by the Declarant and the Association.

5.10 Flood Plain and Wetlands and related Stormwater Management Facilities. No activities, uses or improvements (including invisible fencing) shall be conducted, constructed or maintained on any Lot which would be detrimental or adverse to or which may interfere with any erosion control, storm water control or soil conservation facilities or improvements located on such Lot (including, but not limited to, storm water management basins, drainage easements, drainage swales and the like). No Owner or occupant of any Lot shall disturb, or construct or maintain any improvements, or conduct any activities on any area which constitutes "wetlands" under applicable federal and state laws and regulations which may be in violation of applicable restrictions on such disturbance, construction or use.

5.11 Fencing. No fencing (other than the Split Rail Fence ) shall be permitted on any Lot except fencing which satisfies all of the following requirements:

- (a) Such fencing is located in the rear of a Lot with no part thereof extending to the front of the Lot beyond the back wall of the Dwelling erected on such Lot;
- (b) Such fencing shall not be more than four (4) feet in height;
- (c) Such fencing shall be constructed of wood post and rail, split rail or other natural materials approved by the Declarant; and

(d) Such fencing shall not interfere with or impair any easement created or reserved pursuant to this Declaration or the Plan.

Such permitted fencing may include painted wire or mesh fencing which is affixed to and located outside such wooden fencing.

5.12 Exterior Changes/Additions to Dwelling and Outbuildings. No exterior additions, modifications or alterations of any Dwelling, garage, shed or other structure permitted hereunder shall be constructed unless the plans, specifications and elevations for such addition, alteration, improvement or structure shall have been submitted to and approved in writing by the Declarant.

If any Dwelling, garage or other permitted outbuilding is partially or entirely destroyed by fire, storm or other casualty, then any Dwelling, garage or outbuilding, as the case may be, shall be constructed, replaced or reconstructed in such manner as may be approved in writing by the Declarant. Any new structure (including mailboxes), used as a replacement to a structure which has been damaged, destroyed or razed shall be substantially the same architectural style and design as the structure which it is replacing, unless otherwise approved in writing by the Declarant.

5.13 Trees/Landscaping/Entrance Signs and associated landscaping/structures. No trees shall be removed, except for diseased or dead trees or trees needing to be removed to promote the growth of other trees or for safety reasons, unless otherwise approved by the Declarant. Lot Owners shall maintain street trees located on their individual Lot. The Owners of Lots 1, 54, 68 and 71 shall not alter, replace, damage, remove or otherwise interfere with the Entrance Signs and associated landscaping and/or structures upon such Owner's Lot, unless approved by the Declarant or the Architectural Control Committee as it succeeds Declarant.

5.14 Appearance; Nuisances. No portion of any Dwelling or Lot shall be used in whole or in part for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done

thereon tending to cause annoyance or nuisance to any person using any portion of the Property. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition of his Lot and Dwelling.

5.15 Architectural Approval.

(a) When any provision of this Declaration requires the approval of the Declarant prior to or in connection with the construction, reconstruction, alteration or modification of any Dwelling, garage, outbuilding, fence or other improvement on any Lot, the Person proposing such improvements shall submit to the Declarant appropriate plans, specifications and elevations depicting the style, size and height of the proposed improvement, the exterior materials and colors to be used in connection therewith (including roofing materials) and the proposed location thereof on the Lot.

(b) The Declarant shall have the discretion to disapprove any proposed improvements, or alterations or modifications to existing improvements, which the Declarant, in its sole and absolute discretion, determines are undesirable based upon the nature, size, style and colors of other Dwellings, garage and other improvements located within the Community, the proximity of the proposed improvements to neighboring Dwellings and the general architectural and aesthetic compatibility of the proposed improvement, structure, alteration or modification with other similar structures and improvements constructed or planned for construction on the other Lots within the Community. The Declarant may also consider the visual impact that such proposed improvements, alterations, modifications or structures may have on the Owners or occupants of neighboring or nearby Dwellings within the Community.

(c) The Owner or occupant of any Lot proposing any such improvement, structure, fence, alteration or modification shall endeavor to maximize the aesthetic appeal thereof and minimize the negative visual impact thereof from Dwellings on adjacent or nearby Lots within the Community, and shall endeavor to minimize the cutting and removal of trees and the disturbance of other natural features of the Lot. All plans submitted to the Declarant



for review may be retained by the Declarant regardless of whether the proposed improvement has been approved or disapproved.

(d) As of the date on which the Declarant Control Period expires, all rights of approval reserved unto the Declarant pursuant to this Article V shall be exercisable by the Executive Board, provided however, that Declarant shall not be required to obtain any approvals from the Association, the Executive Board or the Architectural Control Committee relating to the Dwellings or associated structures upon Lots remaining to be approved as of the last day of the Declarant Control Period. The Executive Board shall be entitled to appoint from among the Members of the Board or the Association not less than three (3) nor more than five (5) individuals to serve as an Architectural Control Committee, and the Executive Board shall have the authority to delegate its rights under this Article V to such Architectural Control Committee, subject always to the right of the Executive Board to approve or disapprove the action of such Committee.

5.16 Liability for Approval or Disapproval. Neither the Declarant, the Association, the Executive Board nor any officer of the Association shall be liable, in damages or otherwise, to anyone in connection with the approval or disapproval of any plan or request for the construction, reconstruction, alteration, modification or addition of any improvement or structure, or for the consequences of such approval or disapproval. Neither the Declarant nor the Association shall be responsible for determining the safety or structural soundness of any proposed Dwelling, building or improvement or the compliance thereof or of the plans and specifications relating thereto with applicable laws, regulations, ordinances and building codes.

5.17 Declarant's Right to Maintain Models, Offices, Etc. Notwithstanding any provision of this Declaration to the contrary, while Declarant owns any part of the Property, Declarant shall be entitled to maintain one or more model homes, sales offices and construction offices (including mobile offices) and to maintain and keep on portions of the Property, including in the Open Space, owned by Declarant, construction equipment, vehicles, lumber and other building materials as may be necessary from time to time in connection with the

development of the Property, the construction of the Municipal Improvements, Water Lines, Dwellings, Common Facilities, Controlled Facilities and Limited Controlled Facilities and appurtenant improvements, and the installation of stormwater management and erosion control facilities, utilities and similar public improvements. The number, size, location and relocation of any such structures shall be as Declarant from time to time determines. Declarant shall have the right to remove all such structures at or before the time the last Lot is sold by Declarant.

5.18 Other Declarant Rights. Notwithstanding any provision of this Declaration to the contrary, Declarant reserves the right at any time, in Declarant's sole discretion, to change the floor plans, exterior elevation, building materials and general appearance or architectural style of Dwellings and other improvements that may be placed or constructed on any Lot or Lots owned by the Declarant.

5.19 Leases. Any Owner may lease his or her Dwelling for residential purposes. All tenants of the Dwelling shall be obligated to comply with all terms and conditions of this Declaration, the By-laws and the Rules and Regulations relating to the use, enjoyment and occupancy of Lots, Dwellings and the Common Facilities and Controlled Facilities, whether or not such obligation shall be set forth in such lease. All leases shall be in writing, and upon execution thereof, the Owner leasing such Dwelling shall deliver a true and correct copy of the executed lease to the secretary of the Association. Any Owner may require his tenant to pay either to the Owner or directly to the Association all or a portion of any Assessments, that may be levied with respect to such Owner's Lot or Dwelling; provided, however, that the Owner leasing such Dwelling shall remain primarily and directly liable to the Association for the payment of all such Assessments. If the tenant assumes responsibility for paying any Assessments or portions thereof pursuant to such Tenant's lease, the Association shall have the right to collect such Assessments from the tenant directly, and the Owner shall be jointly and severally liable for payment of such Assessments to the Association. The Association shall not be obligated to attempt to collect unpaid Assessments from any tenant who has assumed the

obligation to pay any Assessments before proceeding to collect such unpaid Assessments from the Owner of such Dwelling.

5.20 For Sale Signs. No real estate "for sale" signs or "for rent" signs of any type or size shall be displayed on any Lot at any time during which Declarant owns at least one (1) Lot. The foregoing restriction shall not be deemed to preclude the Declarant from displaying a "for sale" or "for rent" sign upon any Lot or Lots as may be owned by the Declarant.

#### ARTICLE VI - STORMWATER MANAGEMENT AND RELATED IMPROVEMENTS

6.01 Association's Obligation to Maintain. The Association shall be responsible for the maintenance, repair, cleaning, mowing and general maintenance of all stormwater management facilities required or permitted to be constructed by Declarant pursuant to the Wiltshire Subdivision Plan or applicable Township ordinances and requirements including, but not limited to, stormwater management basins, culverts, subsurface pipes or conduits from the conveyance of stormwater runoff, drainage swales or berms, soil and surface runoff control devices, whether permanent or temporary, and similar improvements, as may be necessary from time to time to ensure the proper functioning of the stormwater management facilities, or as otherwise may be required by the Township from time to time. The Association shall have an easement over and across any Lot on which such basin or other stormwater management facilities are located for the purpose of doing all things necessary to maintain, repair, clean, mow or replace the same. The costs and expenses of maintenance, cleaning, mowing, repairing and replacing such stormwater management facilities shall be deemed to be Common Expenses of the Association.

6.02 Declarant's Right to Dedicate Improvements and Easements. Declarant hereby further reserves for itself, and its successors and assigns, the right to transfer and dedicate to the Township, all stormwater drainage and basin easements shown on the Wiltshire Subdivision Plan, and with reference to all such stormwater management basin or drainage easements, Declarant reserves the right to alter the location thereof in a manner which will

reflect the actual as-built location of any facilities such as pipes, culverts or basins constructed or to be constructed within such easement areas, and to amend this Declaration, or record one or more other easement agreements, setting forth specific rights and obligations of the Owners of the Lots affected thereby and setting forth metes and bounds descriptions of such easement areas. If requested by Declarant, the Association and/or the Owner of any Lot affected by any such basin or drainage easement shall join with Declarant in executing and delivering to the Township one or more documents dedicating to the Township such easements over and across such easement areas, including any Lot, as the Township may require from time to time.

#### ARTICLE VII - EASEMENTS

7.01 Easement to Construct Improvements. Declarant reserves for itself, and its successors and assigns, and the Association any and all easements shown on the Wiltshire Subdivision Plan, over and across each of the Lots and the Property as may be necessary or convenient from time to time in connection with the construction, installation, repair and maintenance of storm sewers, sanitary sewers, stormwater management facilities, utilities and utility facilities, including electrical, telephone, cable television, open video systems, cable internet access, and similar facilities. Declarant shall have the right to grant easements over and across the Property and any of the Lots to public or private entities furnishing or providing facilities for the transmission of utility services, including electrical, telephone, cable television, open video systems, cable internet access, and, if applicable, natural gas, services.

7.02 Limitation of Liability. Declarant shall not be liable for any Property damage or personal injury, or the consequences thereof, as a result of exercise by Declarant or its successors or assigns of any of the rights or easements reserved herein or on the Wiltshire Subdivision Plan.

7.03 Easement for Inspection and Abatement. The Declarant and the Association and its Executive Board, officers and agents shall have the right and easement to have access to each Dwelling and Lot as may be necessary in order to inspect, maintain, repair or replace any

Common Facilities, Controlled Facilities or Limited Controlled Facilities therein or accessible therefrom, or to inspect for or abate any violation of this Declaration or any of the Rules and Regulations of the Association.

7.04 Declarant's Easement for Marketing. The Declarant reserves to itself the right with respect to its marketing of Lots to use the Common Facilities and Lots or Dwellings that have not already been conveyed to purchasers, and to erect signs on the Common Facilities or on any Lots not conveyed to purchasers. Such rights and easements shall be reserved to the Declarant until Declarant has sold all Lots and/or Dwellings which may be located within the Property.

7.05 Easement for Common Facilities. Declarant reserves the right and privilege with respect to the construction of Dwellings, the Common Facilities, Controlled Facilities, Municipal Improvements and the Water Lines and all appurtenant improvements to go upon any and all the Property for purposes of construction, reconstruction, maintenance, repair, replacement or correction of any Common Facilities, Controlled Facilities, Municipal Improvements, Water Lines or Dwellings. Such easements shall exist in favor of the Declarant for so long as Declarant owns at least one (1) Lot or any of the Common Facilities.

7.06 Easement of Owners to Use and Enjoy Common Facilities. The Owners shall have the right to use and enjoy, in common with the Declarant and with all other Owners, and their tenants, family members, invitees and guests, the Common Facilities subject to such Rules and Regulations regarding the use of the Common Facilities as the Executive Board may promulgate from time to time.

7.07 Easement to Maintain Entrance Signs and Associated Structures/Landscaping. Declarant reserves the right and privilege for itself and the Association to enter upon Lots 1, 54, 68 and 71 in order to install, maintain and replace Entrance Signs and associated structures and landscaping. Such easements shall exist in favor of the Declarant for so long as Declarant owns at least one (1) Lot or any of the Common Facilities.

7.08 Private Drive – Lots 33 and 34. The Owners of Lot 33 and 34 shall each have a non-exclusive right in common with each other, for the full, free, uninterrupted use, easement, right, liberty and privilege for each such Owner and each such Owner's guest, tenants, invitees, and servant and employees over and through a ten (10') foot wide paved cartway ("Private Drive") lying within the easement area described on Exhibit "J" attached hereto (the Easement Area") for purposes of access to and from Schoolview Lane to each such Owner's respective Lot. The right to use the Private Drive and Easement Area shall be a private right limited to the Owners of Lots 33 and 34. The rights granted herein with respect to use of any portion of the Easement Area shall be limited to passage of pedestrians and vehicles over the private drive to gain access to and from Lots 33 and 34 and the dwellings located on each such Lot and not to permit the parking or storage of vehicles or other property within the Easement Area and/or the Private Drive, which parking or storage of vehicles or other personal property is hereby expressly prohibited. No Owner of Lot 33 and 34 or any other person or party shall obstruct or impede in any way the use of the Private Drive by any lawful user. No Owner of Lot 33 and 34 shall permit or suffer the use of the Easement Area or Private Drive by unlicensed motor vehicles such as dirt bikes or recreational vehicles. The Owners of Lots 33 and 34 shall be equally responsible for the maintenance of the Private Drive, including, but not limited to, the cost of all snow removal, paving, repairs and replacements lying within the Easement Area. Any dispute between the Owners of Lots 33 and 34 regarding the maintenance or use or any other matter relating to the Private Drive shall be resolved by the Architectural Control Committee, with the Owners of Lots 33 and 34 equally sharing the cost of reimbursing the Architectural Control Committee's expenses relating thereto. The respective Owners of Lots 33 and 34 shall be entitled to landscape the Easement Area traversing such Owner's Lot which is not otherwise encompassed by the paved surface of the Private Drive and to maintain therein such shrubbery, plantings or other vegetation as the Owner of such Lot shall desire, provided, however, that each such Owner shall at all times keep and maintain such non-paved portions of the Easement Area in such manner that passage

over and through the Private Drive is not in any way impeded and shall also, at all times, observe and comply with all of Township and other municipal ordinances or requirements as to the cutting of grass in the Easement Area. The Owners of Lot 33 and 34 shall be solely responsible for any injury or damages suffered by any invitee or other person using the Private Drive for the purpose of gaining access to such Owner's Lot, i.e., the Owner of Lot 33 shall be responsible for injuries or damage suffered by invitees or others using the Private Drive to reach Lot 33.

7.09 Private Drive – Lots 41 and 42. The Owners of Lot 41 and 42 shall each have a non-exclusive right in common with each other, for the full, free, uninterrupted use, easement, right, liberty and privilege for each such Owner and each such Owner's guest, tenants, invitees, and servant and employees over and through a ten (10') foot wide paved cartway ("Private Drive") lying within the easement area described on Exhibit "K" attached hereto (the Easement Area") for purposes of access to and from Cornerstone Court to each such Owner's respective Lot. The right to use the Private Drive and Easement Area shall be a private right limited to the Owners of Lots 41 and 42. The rights granted herein with respect to use of any portion of the Easement Area shall be limited to passage of pedestrians and vehicles over the private drive to gain access to and from Lots 41 and 42 and the dwellings located on each such Lot and not to permit the parking or storage of vehicles or other property within the Easement Area and/or the Private Drive, which parking or storage of vehicles or other personal property is hereby expressly prohibited. No Owner of Lot 41 and 42 or any other person or party shall obstruct or impede in any way the use of the Private Drive by any lawful user. No Owner of Lot 41 and 42 shall permit or suffer the use of the Easement Area or Private Drive by unlicensed motor vehicles such as dirt bikes or recreational vehicles. The Owners of Lots 41 and 42 shall be equally responsible for the maintenance of the Private Drive, including, but not limited to, the cost of all snow removal, paving, repairs and replacements lying within the Easement Area. Any dispute between the Owners of Lots 41 and 42 regarding the maintenance or use or any other matter relating to the Private Drive shall be resolved by the

Architectural Control Committee, with the Owners of Lots 41 and 42 equally sharing the cost of reimbursing the Architectural Control Committee's expenses relating thereto. The respective Owners of Lots 41 and 42 shall be entitled to landscape the Easement Area traversing such Owner's Lot which is not otherwise encompassed by the paved surface of the Private Drive and to maintain therein such shrubbery, plantings or other vegetation as the Owner of such Lot shall desire, provided, however, that each such Owner shall at all times keep and maintain such non-paved portions of the Easement Area in such manner that passage over and through the Private Drive is not in any way impeded and shall also, at all times, observe and comply with all of Township and other municipal ordinances or requirements as to the cutting of grass in the Easement Area. The Owners of Lots 41 and 42 shall be solely responsible for any injury or damages suffered by any invitee or other person using the Private Drive for the purpose of gaining access to such Owner's Lot, i.e., the Owner of Lot 41 shall be responsible for injuries or damage suffered by invitees or others using the Private Drive to reach Lot 41.

#### VIII - PROVISIONS BENEFITING EAST NOTTINGHAM TOWNSHIP

8.01 Township's Right to Enforce. The Township shall be a third party beneficiary of the provisions of this Declaration requiring the Association to maintain the Common Facilities, the Controlled Facilities and the Limited Controlled Facilities to the extent specifically required by the Township in connection with approval of the Wiltshire Subdivision Plan. The Township shall have the right (but not the obligation) to compel the maintenance of the Common Facilities in the event that the Association fails to do so, provided that the Township shall give notice to the Association of such failure and provide the Association with opportunity to cure such failure. The amount of any expenses incurred by the Township and charged to the Association in connection therewith shall be a Common Expense of the Association.



8.02 Limit on Township's Obligations. No provisions of this Declaration which grant any rights to the Township shall be construed to impose any obligation of maintenance or repair of any of the Common Facilities and/or the Controlled Facilities and/or the Limited Controlled Facilities on the Township, and nothing in this Declaration shall be construed as imposing any such obligation on the Township. In the event that under any provision of this Declaration, or otherwise, the Township has the right to enforce the provisions of this Declaration relating to the maintenance or repair of the Common Facilities and/or Controlled Facilities and/or the Limited Controlled Facilities and if such rights of enforcement are exercised by the Township, the Township shall have the right to charge the costs and expenses thereof to the Association, and such costs and expenses as are charged by the Township to the Association shall be a Common Expense of the Association.

→ IX - MISCELLANEOUS

9.01 Sidewalks. Each Lot Owner shall be responsible to maintain and repair (including removal of snow and ice) the sidewalk area in front 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 at any time have the right to assume the obligation to maintain all sidewalks in the Community and to assess the cost thereof as a Common Expense. The Association shall have the right to maintain and/or repair the sidewalk area in front of any Lot and assess the cost thereof to the individual Lot Owner if such Lot Owner fails to maintain and/or repair the sidewalk area in front of such Lot Owner's Lot.

9.02 Declarant's Rights. The rights of Declarant contained herein shall inure to its benefit and bind it in its capacity as developer of the Property. All rights and easements reserved unto Declarant pursuant to this Declaration shall inure to the benefit of any successor developer of the Property who acquires the Property or a portion thereof from Declarant, provided that Declarant shall have executed a written assignment of its rights as the Declarant

hereunder, specifically referring to this Declaration and specifically assigning its rights and easements as the Declarant hereunder to such successor.

9.03 Amendment. Subject to the other provisions of this Declaration, this Declaration may be amended in the following manner:

(a) Any amendment to this Declaration may be proposed by the Executive Board, or by Members of the Association entitled to cast at least ten (10%) percent of the votes of the Association. Except as otherwise specifically required by the Act (such as matters on which unanimous consent of the Members is required, relating to completion of Common Facilities, increase in the number of units, voting strength, change in boundary lines, etc.) or where an amendment is specifically authorized by the Act to be implemented by the Declarant and/or the Association, or certain Owners, no proposed amendment to this Declaration shall be adopted unless approved by an affirmative vote of at least 67% of the Members of the Association, and, if required hereunder, by the Township. The Members may adopt an amendment to this Declaration subject to approval thereof by the Township if required hereunder or if otherwise deemed necessary or advisable by the Executive Board. Notice of the proposed amendment shall be included in any notice of any special meeting of the Association at which such proposed amendment is to be considered. Such notice shall be served on all Members in the manner set forth in the By-laws for service of notice of meetings of the Association.

(b) During the Declarant Control Period, the Declarant may amend the Declaration in any manner, subject to the Township's approval if required under Section 9.04.

(c) No amendment to this Declaration shall make any change that would in any way alter, modify or affect any of the rights, easements or privileges of the Declarant hereunder, without the joinder therein by the Declarant.

9.04 Approval of Amendments by Township. Any amendment to this Declaration which affects the interests of the Township shall be submitted to the Township for its review and approval, such approval to be deemed granted in the event that the Township does not

respond to the Association's or the Declarant's request for such approval within sixty (60) days after such request for approval has been submitted to the Township. In the event that the Township disapproves such amendment, then no such amendment that would affect the rights of the Township granted hereunder shall be effective.

9.05 Termination of Community. The Community may be terminated and the terms and provisions of this Declaration extinguished for all purposes by a vote of eighty (80%) percent of the Members. A termination of the Community must be reflected in a recordable instrument signed by at least eighty (80%) percent of the Members and recorded in the Office of the Recorder of Deeds in and for Chester County within one (1) year of the date it was executed and ratified by a Lot Owner.

9.06 Construction. All easements, rights and options created in favor of the Declarant and the Association hereunder or reserved by the Declarant pursuant to this Declaration and any amendments hereto shall be liberally construed in favor of the Declarant and the Association in order to carry out the purpose and intent of such easements, rights and options.

9.07 Severability. In the event that any provisions of this Declaration are determined by a court to be invalid or unenforceable, such invalid or unenforceable provisions of this Declaration shall be deemed stricken here from and shall not affect the validity or enforceability of any other provisions of this Declaration. In the event that any provisions of this Declaration are unenforceable or invalid as written, but may be reformed so as to make the same valid and enforceable in accordance with the reasonable intent of the Declarant as specified herein, it is the intent of the Declarant that any court interpreting such provisions shall to the extent permitted by law reform the same so as to make the same valid and enforceable in accordance with the reasonable intent of the Declarant expressed therein.

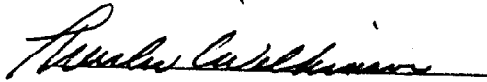
9.08 Governing Law. This Declaration shall be governed and construed in accordance with laws of the Commonwealth of Pennsylvania.

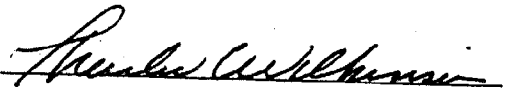
9.09 Covenants and Easement Running with the Land. All of the covenants, easements and restrictions set forth herein, shall constitute covenants, easements and restrictions running with the Property, the Common Facilities, and all of the Lots and Dwellings, in perpetuity, and all such covenants, easements and restrictions shall be binding upon and inure to the benefit of the Declarant, the Association and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

ATTEST:

JMCW, Inc.



By: 

COMMONWEALTH OF PENNSYLVANIA

:  
: SS  
:

COUNTY OF CHESTER

On this 30<sup>th</sup> day of October, 1998, before me, the undersigned officer, personally appeared Charles L. Wilkinson, who acknowledged himself to be the President of JMCW, Inc. and, being authorized to do so, acknowledged that he executed the foregoing instrument on behalf of the corporation for the purposes therein contained.

Christine L. Larick  
Notary Public

Notarial Seal  
Christine L. Larick, Notary Public  
New Garden Twp., Chester County  
My Commission Expires May 7, 2001

EXHIBIT PAGE

- Exhibit "A" – Legal Description of the Property
- Exhibit "B" – Open Space Legal Description
- Exhibit "C" – Legal Description of Drainage Easement No. 1
- Exhibit "D" – Legal Description of Drainage Easement No. 2
- Exhibit "E" – Legal Description of Drainage Easement No. 3
- Exhibit "F" – Legal Description of Drainage Easement No. 4
- Exhibit "G" – Legal Description of Drainage Easement No. 5
- Exhibit "H" – Legal Description of Drainage Easement No. 6
- Exhibit "T" – Legal Description of Entrance Signs and Associated Landscaping and Structures
- Exhibit "I-2" – Depiction of Entrance Sign and Landscape/Structure Easement on Lot 71
- Exhibit "J" – Legal Description of Easement Area on Lot 34
- Exhibit "K" – Legal Description of Easement Area on Lot 41