

RESTRICTIVE COVENANT AGREEMENT FOR MALVERN GOLF CLUB SUBDIVISION

EAST GOSHEN TOWNSHIP, CHESTER COUNTY, PENNSYLVANIA

PREFACE

Ferguson & Flynn Enterprises, Inc. ("Declarant") is the owner of a certain tract of ground, known as the Malvern Golf Club Subdivision, located in East Goshen Township and East Whiteland Township, Chester County, Pennsylvania. The Declarant presently intends to develop the property in one hundred and three lots, retaining certain areas as open space and for the provision of sanitary waste treatment and disposal facilities. It is intended that each lot shall be separately conveyed and owned but that the sanitary wastes will be conveyed to an association comprised of the lot owners in the Malvern Golf Club Subdivision, and will be maintained and operated by the association.

Therefore, Declarant intends to create a Pennsylvania corporation to be the community association for the Malvern Golf Club Subdivision, hereinafter known as, (Subdivision). Memberships in the association shall be automatically held by the owners of each lot for which the Declarant has created a membership. Each lot and its owner(s), which is subject to membership, shall also be subject to the assessments of the association for that lot's proportionate share of the funds necessary for the association to perform its obligations and duties. The association shall have the power and authority to lien each lot, and its owners, for payment, as hereinafter provided, in the event of non-payment of assessments.

Declarant intends the one hundred and three lots to be developed over a period of time. Therefore this Declaration shall apply to only those lots, and portions of open space, which the Declarant or its Successor Declarant (as that term is hereinafter defined), has specifically submitted to this Declaration pursuant to the process set forth in this Declaration. Until the time that it is submitted to this Declaration, as aforesaid, each lot shall not be encumbered or governed by this Declaration.

NOW THEREFORE,

Declarant does hereby declare and covenant for itself, its successors and assigns, that the certain tract of ground situated in the Townships of East Goshen and East Whiteland, Chester County, Pennsylvania, being more fully described in Exhibit "A" hereto, is hereby and hereafter subject to the terms, covenants, and restrictions hereinafter set forth; Subject, however, to the vesting provisions governing the submission of portions of said property to the covenants and restrictions hereinafter set forth, all as more fully set forth herein;

ARTICLE I - DEFINITIONS,

The following words and terms when used in this Declaration shall have the following meanings:

1. "Declaration" shall mean and refer to this Restrictive Covenant Agreement for the Malvern Golf Club Subdivision,

2. "Declarant" shall mean and refer to Ferguson & Flynn Enterprises, Inc., a Pennsylvania corporation.

3. "Successor Declarant" shall mean each entity to which the Declarant shall have specifically, by writing, assigned or conveyed any, or all, of Declarant's rights, interests or obligations as the Declarant hereunder.

4. "Association" shall mean and refer to the Lockwood Community Association, a Pennsylvania corporation, incorporated by, or on behalf of the Declarant,

5. "Plan of Development" shall mean and refer to the plan for the development of the Malvern Golf Club Subdivision, prepared for the Declarant by Wilhelm & Associates, Inc., granted final approval by the Board of Supervisors of East Goshen Township on the day of 19 , and granted final approval by the Board of Supervisors of East Whiteland Township on the day of 19 , and the Malvern Golf Club Subdivision waste water system site plan prepared for the Declarant by Tatman and Lee Associates, Inc. and any and all approved amendments, additions, revisions or deletions to or from said plans.

6. "Lockwood" shall mean and refer to the residential community to be constructed pursuant to the Plan of Development.

7. "Lot" shall mean and refer to each residential lot in Lockwood which has been submitted to this Declaration pursuant to Article II hereof.

8. "The Property" shall mean and refer to that certain parcel owned, at the date of this Declaration, by Declarant and described by metes and bounds in Exhibit "A" which is annexed hereto, made a part hereof and incorporated by reference herein.

9. "Open Space" shall mean and refer to the certain parcels, being portions of the property, being the open Space shown on the Plan of Development which are described by metes and bounds in Exhibit "B", which is annexed hereto, incorporated by reference herein and made a part hereof.

10. "Membership" shall mean and refer to the unit of ownership interest in the Association.

11. "Member" shall mean and refer to each owner of a Membership in the Association. If a Membership is owned by joint-tenants or tenants by the entireties, the joint-tenants co-tenants or tenants by the entireties shall collectively comprise a single Member.

12. "Owner" shall mean and refer to the legal title holder, of a Lot in Lockwood. If a Lot is owned by joint tenants, co-tenants, or tenants by the entireties, the joint-tenants, co-tenants, or tenants by the entireties shall collectively comprise a single Owner. The Mortgagee of a Lot shall not be an Owner unless or until such Mortgagee has acquired fee title to the Lot.

13. "Sewage Treatment Facilities" shall mean and refer to all portions of the Sewage Treatment System including, but not limited to all portions of the Sewage Collection System not located on a "Lot", the Sewage Treatment Plant, all lagoons, ponds, spray irrigation facilities including pipes, spray equipment and the like and spray irrigation areas which are constructed by the "Declarant" and are owned, operated and maintained by the "Association" in accordance with Pennsylvania Department of Environmental Resources Bureau of Water Quality Management, Water Quality Management Permit 1580-430 and all amendments, supplements and attachments thereto. Said Permit being marked Exhibit "C" annexed hereto and incorporated by reference herein.

ARTICLE II - SUBMISSION OF PROPERTY

1. It is the intention of this Declaration that the covenants and restrictions contained herein shall encumber and bind only those portions of the Property that have been submitted hereto by act of the Declarant, or authorized Successor Declarant, pursuant to this Article

2. Open space shall be submitted to this Declaration, by and upon the conveyance thereof by Declarant, or an authorized Successor Declarant, pursuant to this Article.

3. Open space and/or "Sewage Treatment Facilities", shall be submitted to this Declaration by and upon the conveyance thereof by the Declarant, or an authorized Successor Declarant, to the Association. Each such conveyance shall submit only the Open Space or Sewage Treatment Facilities described in the Deed of Conveyance or other instrument of conveyance. Thereafter, the Open Space and Sewage Treatment Facilities conveyed to the Association shall be held, transferred, sold, conveyed, managed and occupied subject to the covenants, restrictions and provisions (a) of this Declaration; (b) of the East Goshen Township and East Whiteland Township Zoning Ordinances, as amended and supplemented, and (c) by the Plan of Development and all terms and conditions of the approval thereof.

4. Lots shall be submitted to this Declaration by Declarant, or an authorized Successor Declarant, by the Recording in the Office for the Recording of Deeds in and for Chester County, Pennsylvania, of a, "Notice of Submission of Lots". Each Notice of Submission of Lots shall contain (a) a metes and bounds description of the portion or portions of the Property which comprises the Lots being submitted; (b) a statement of the number of Lots being submitted; (c) the lot numbers from the Plan of Development of the Lots being submitted; (d) a statement of the total number of submitted Lots existing immediately after said submission; and (e) a

statement that the Lots therein described are submitted to this Declaration. -Thereafter, the Lots so submitted shall be held, transferred, sold, conveyed, managed and occupied subject to the covenants, restrictions and provisions of this Declaration.

5. The decision to convey Open Space and/or Sewage Treatment Facilities to the Association and the decision to submit Lots to the Declaration shall be made solely by, and that the sole discretion of, the Declarant, or an authorized Successor Declarant; provided, however, notwithstanding this sole discretion, Declarant (a) shall, at or prior to the occupancy, for residential purposes, of any Lot not so occupied at the date of this Declaration, convey at least one-quarter of the Open Space to the Association; (b) shall, prior to December 31, 1990, or prior to the occupancy, for residential purposes, of the One hundred and Third Lot in Lockwood Chase, whichever shall first occur, convey all Open Space and Sewage Treatment Facilities to the Association; (c) shall, prior to the conveyance of any and each Lot in Lockwood Chase to a person or entity other than a Successor Developer thereof, submit said Lot to this Declaration; and (d) shall comply with the requirements of the East Goshen Township and East Whiteland Township Zoning Ordinances, as amended, and of the Final Approval of the Plan of Development in conveying said Open Space and Sewage Treatment Facilities to the Association.

ARTICLE III - THE ASSOCIATION

1. Affairs of the Association. The Association is a non-profit corporation under the laws of the Commonwealth of Pennsylvania and is charged with duties and empowered with the rights as set forth in its Articles of Incorporation, its By-Laws and this Declaration. The Affairs of the Association shall be governed by its Articles of Incorporation, its By-Laws and this Declaration.

2. Membership. Class A Membership. Each Owner, including Declarant and any Successor Declarant, of a Lot, which has been submitted to the Declaration pursuant to Article II hereof, shall be a Class A Member. Each Class A Membership shall be appurtenant to, and not severable from, ownership of a Lot, and shall be held in the name of the title owner of said Lot, whether or not that Lot is owned jointly, in common or in any other form of tenancy. Each Lot shall have one, and only one, Membership regardless of the number of co-tenants, joint-tenants or tenants by the entireties with interest in said Lot.

3. Duration of Membership. Each Class A Membership shall commence upon the Recording of the Notice of Submission of Lots for that Lot, and shall be initially held by the Declarant or other title holder of said Lot at the time the Notice of Submission is recorded. Thereafter, the Membership shall transfer to each successive title owner of the Lot as of the date and hour of the completion of settlement for the conveyance of the Lot to the new Owner and that Owner's Membership shall terminate and transfer to his successor in title upon conveyance of said Lot by the then Owner.

4. Voting. Each Class A Member shall be entitled to one vote on all matters on which Class A Members are entitled to vote. Class A Members shall not be entitled to cumulative voting for the election of directors.

5. Board of Directors. The Association shall have a Board of Directors comprised of three persons elected annually by the vote of the Class A Members. The Board of Directors shall conduct the business of the Association,

6. Powers and Duties of the Association. The Association shall have the duty, obligation and the sole and exclusive power and right:

(a) To own, operate, maintain, repair, restore, manage and improve all Open Space conveyed to it; and,

(b) To own, operate, maintain, repair, restore manage and improve all Sewage Treatment Facilities conveyed or transferred to it; and

(c) To convey, transfer, assign or otherwise alienate all or any portion of the Open Space and/or Sewage Treatment Facilities owned by the Association to any Municipality, Municipal Authority or other public entity which agrees to undertake the ownership, operation, maintenance, repair, restoration, management and improvement of said Open Space or Sewage Treatment Facilities; and

(d) To determine its own expenses and necessary reserves and to raise all monies required therefore by levying upon, and collecting assessments against, the Members and the Lots; and

(e) To establish, promulgate, amend, repeal, distribute, approve, reject and enforce rules governing the use and occupancy of Open Space and Sewage Treatment Facilities conveyed to it; and

(f) To bring, prosecute, defend and settle litigation for or against the Association, and to satisfy and adverse judgment entered against it; and

(g) To otherwise perform and conduct all duties and powers imposed upon or granted to it by this Declaration, the By-Laws or any other document relating to the Association (including the power and duty to enforce this Declaration with respect to each Lot), or by the Land Use Regulations or Zoning Ordinances as may be in effect in East Whiteland Township or in East Goshen Township from time to time as said Regulations and Ordinances are amended and supplemented.

In the performance of these duties and powers, the Association, inter alia; shall:

(a) Maintain all Open Space and Sewage Treatment Facilities owned by it, including storm water management facilities, in good repair and shall make all repairs, restorations and improvements necessary to so maintain said Open Space and Sewage Treatment Facilities; and

(b) Make, or provide for, all capital improvements to the Association owned open Space and Sewage Treatment Facilities, provided that the Board of Directors and more than 50% of the then Class A Membership deem said capital improvements necessary and desirable; and

(c) Take and carry out all actions reasonably necessary and proper to enforce the provisions of this Declaration; and

(d) Secure and maintain policies of liability insurance insuring against its liability as owner and operator of the Association owned Open Space and Sewage Treatment Facilities; and

(e) Perform any other acts necessary or proper to carry out any of the duties and obligations of the Association.

ARTICLE IV - PROPERTY RIGHTS IN THE OPEN SPACE AND SEWAGE TREATMENT FACILITIES

1. Owner's Easements of Enjoyment. Subject to the provisions of Section 2 of this Article IV, every Owner, his family, successors, guests, licensees and invitees, shall have a right and easement of enjoyment in and to the Open Space owned by the Association and such easement shall be appurtenant to and shall pass with the title to every Lot.

2. Extent of Members' Easements. The rights and easements of enjoyment created in Section 1 above shall be subject to the following:

(a) The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Open Space owned by it and in aid thereof to mortgage said Open Space, and the Sewage Treatment Facilities, and the rights of such mortgage in said properties shall be subordinate to the rights of the Owners hereunder;

(b) The right of the Association to take such steps as are reasonably necessary to protect the Association owned Open Space against foreclosure;

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which his assessment remains unpaid, and for any period not to exceed thirty days for any infraction of its published rules and regulations, if any;

(d) The right of the Association to charge reasonable admission and other fees for the use of any capital improvements hereafter constructed by it in the Open Space owned by the Association;

(e) The right of the Association to dedicate or transfer all, or any part of the Open Space or Sewage Treatment Facilities owned by it to any public agency, authority or utility. for such purposes and subject to such conditions as may be agreed upon by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast more than 50% of the votes of the Class A Membership has been recorded, agreeing to such dedication,

transfer, purpose or condition and unless written notice of the action is sent to every Member at least sixty (60) days in advance of any action taken; and

(f) The right of the Declarant, and of the Association, to grant and reserve easements and rights-of-ways through, under, over and across the Open Space owned by the Association, and appurtenances for public or private, water, sewer, drainage, fuel oil, telephone, and other utilities and for the use in construction by the Declarant, or any Successor Declarant, of improvements, of any kind, on the property, all as further set forth in Section 3 below, and

(g) The right of the Declarant, any Successor Declarant and of the Association to establish grades, to construct, reconstruct, alter or modify any structure in the Open Space, to remove, raze, demolish or harvest any soil, stone, naturally occurring material, vegetative matter, structure of manmade material in said Open Space or Sewage Treatment Facilities which rights may be exercised at any time; and

(h) The right of the Declarant, any Successor Declarant and the Association to prohibit or restrict access to the Sewage Treatment Facilities or any portion of the Open Space used in connection therewith or any portion of the Open Space which, in the sole discretion of the Declarant, any Successor Declarant or the Association constitutes a danger to the health or safety of any person.

3. Reservation of Easements by Declarant. The Declarant does hereby reserve from the Open Space for itself, its successors and assigns the right to designate at any time or times hereafter such easements and rights-of-ways through, over under and across the Open Space for use by the Declarant, its successors, licensees, invitees, guests and assigns for public or private pedestrian or vehicular access, water, sewer, fuel oil, gas, telephone, cable television, data transmission or other utility service, and/or for use by the Declarant, its successors, licensees, invitees, guests and assigns in connection with the construction of improvements upon the Property or any adjacent or neighborhood property. Said right to designate easements and rights of way shall be limited only by the requirement that Declarant shall designate the same in a manner which, to the extent possible or reasonable, shall not restrict or prevent permanently the use of any improvement or facility constructed and maintained by the Association upon the Open Space.

4. Water Well Site. In order to assure continued adequate water service to the development, Philadelphia Suburban Water Company, for itself and its successors and assigns, desires the ability to obtain a well site, and access thereto, in the Open Space of Lockwood Chase at some future time. Any Open Space conveyed to the Association by the Declarant shall be under and subject to the Philadelphia Suburban Water Company ("Company") its successors and assigns to designate one well site of up to one acre in size, to be located in said Open Space and to compel, by written request to the Association, the conveyance of said site to the Company in fee for the consideration of the sum of One Dollar, all costs of said conveyance to be borne by the Company. The Company shall also receive such easements for access to the well site as are necessary for the full use thereof. The location of the well site, and any easements, shall be selected so as not to interfere with the use and enjoyment of any then existing

or proposed facilities, landscaping or utility installations in the Open Space. The Company shall bear the entire cost of developing the well site, constructing all pipelines, mains, pumping stations and the like attendant thereto and, in addition, shall restore at its sole expense all portions of the Open Space and Sewage treatment Facilities including but not limited to landscaping, structures and the like which are disturbed by the Company, its agents, servants and contractors pursuant to the rights granted to it under this paragraph

ARTICLE V - ASSESSMENTS

1. Creation of the Lien and Personal Oblation. Declarant as the title owner of the Property at the'-late hereof, hereby covenants and decrees, on its own behalf and on behalf of its successors and assigns; (1) that hereafter each Owner, of a Lot, who is a Class A Member shall pay, and be liable for any payment, to the Association of all assessments, whether annual or special, as each is hereinafter defined, fixed, established and collected by the Association from time to time during the period that the Owner is a Class A Member, pursuant to the terms of this Declaration or the By-Laws of the Association, and (2) that the respective Lot owned by each Class A Member shall be subject to an in rem charge and continuing lien upon and against it for the payment of said assessments, and any interest or penalties thereon and all costs of collection thereof expended by the Declarant or the Association. Each owner, by acceptance of a deed for his Lot or other evidence of ownership thereof, whether or not it shall be so expressed therein, shall be deemed by said acceptance to covenant and agree to pay the Association all assessments chargeable to said Lot and the owner (from the commencement of his Class A Membership), all as set forth herein.

2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the discharge of the powers and duties of the Association, including, inter alia, the improvement and maintenance of the Open Space, the ownership, operation, maintenance, restoration and capital improvements related to the Sewage Treatment facilities, the payment of taxes and insurance thereof, and repair, replacement and additions thereto, and for the cost of labor, equipment and materials in the management and supervision used in relation to said Open Space and Sewage Treatment Facilities.

3. Basis and Maximum of Annual Assessments. Commencing with the first Class A Membership until January 1 of the second year immediately following the year in which such first membership is established, the annual assessment (which must be fixed at a uniform rate for all Class A Members and apportioned between successive owners of the same Lot at settlement thereon), shall be at the annual rate of _____ pro-rata for Memberships created during any year. From and after January 1 of the second year immediately following the year in which the first membership is established, the annual assessment may be increased or decreased, as hereinafter provided, for the next succeeding year, and, at the end of each year, for each succeeding year.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessments for any year at a lesser

amount, provided that it shall be an amount sufficient to maintain and operate the Open Space and Sewage Treatment Facilities.

4. Special Assessments. In addition to the annual assessments authorized by Section 3 of Article V, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Open Space owned by the Association or in the Sewage Treatment Facilities, including the necessary fixtures and personal property related thereto, or for any insufficiency in the annual assessment to cover actual costs, as described in Section 3 above which still remains after assessment of an annual assessment against the Class A Members. No special assessment shall be made for the construction of any capital improvement unless said assessment shall be approved by a vote of more than 50% of the then existing Class A Membership.

5. Payment of Assessments. All annual assessments shall be levied on or before January 31 each year and shall be due and payable by each Member on or before the last day of February each year. All special assessments shall be due and payable one month from the date on which they are levied unless the Board of Directors shall designate a later, or installment, due date(s) in the resolution authorizing such assessment.

No annual or special assessment, or pro-rata portion thereof, shall be returned upon transfer of Membership. It shall be the responsibility of the selling and buying, parties to agree between themselves on the pro-ration of any installment paid. However, each Class A Member whose Lot becomes initially subject to Membership during any year shall immediately pay the pro-rata portion of the annual assessment due for the remainder of that year.

6. Duties of the Board of Directors. The Board of Directors of the Association shall, subject to the requirements of Section 5, above, fix the date of commencement and the amount of the assessment against each Member for each assessment period at least ten days in advance of such date or period and shall, at that time, prepare a roster of Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member.

Written notice of the assessment shall thereupon be sent to every Members subject thereto.

The Association shall, upon demand, at any time, furnish any Member, liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

7. Escrow Account. In addition to assessments paid to the Association under this Article, each Class A Member shall upon becoming a Class A Member, pay to the Association the sum of \$50.00 which sum shall be deposited by the Association into an interest bearing escrow account in the name of the Association. The escrow account shall be maintained by the Association to be used for the sole purpose of reimbursing the Association for any delinquent

assessments. Upon the use of any portion of the escrow fund, the Association shall make a special assessment sufficient to restore the escrow account to a balance equal to \$50.00 escrow deposit, and the deposit appurtenant to the Membership transferred shall remain on deposit in the escrow account.

8. Effect of Non-Payment of Assessment. If any assessment is not paid on the date when due (being the date specified in Section 5 hereof), then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner/Member to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title as a personal obligation unless expressly assumed by them.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent per annum and the Association may bring legal action against the Owner/Member personally obligated to pay the same or may enforce or foreclose the lien against the Lot; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

9. Subordination of the Lien. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages or Municipal liens now or hereafter placed upon the Lot subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessments.

10. Exempt Property. All portions of the Property not yet submitted to this Declaration pursuant to Article II shall be exempted from the assessments, charge and lien created herein.

11. Year End Surplus. (A) If the Board of Directors should determine that any of the retained surplus of assessment income over expenses actually paid constitutes taxable income to the Association for any assessment year, the Board may direct distribution of said surplus in accordance with Section (B) hereof.

(B) If at the end of any year, the Association shall have spent, including accrued expenses, less than the income received by it from assessments or otherwise, and if the Board of Directors shall determine, pursuant to Section (A) above that said excess should be distributed to avoid taxation thereon, the Association shall distribute the excess to all Class A Members in proportion to their actual payments of assessments to the Association during that year, subject however, to Section 12 of this Article. For the purposes of this Section, monies budgeted and collected for future repair and replacement of Open Space facilities or for future repair or replacement of Sewage Treatment Facilities shall be deemed to have been spent in the year collected, and shall not be distributed as surplus. Each Member receiving a distribution may, at

his option, receive such distribution either as a direct refund or as a credit to apply to the corresponding monthly installments, or the appropriate portion thereof, for the next year. Such election must be made in writing to the Association.

12. Reassessment of Uncollectible Assessments. In all cases where all or any part of an annual or special assessment cannot be promptly collected from any Member or Members liable therefore, the Board of Directors shall reassess the same as an insufficiency pursuant to Sections 3, 4 and 7 of this Article. Any Member or Members who have paid a reassessment made pursuant to this Section shall be reimbursed, to the extent possible, as follows:

(a) From the monies, net of collection expenses, thereafter recovered by the Association in collection of the unpaid assessment; or,

(b) From the year end surplus, if any, prior to distribution pursuant to Section II (B) above.

Any monies recovered, net of collection expenses, subsequent to full reimbursement pursuant to (a) and/or (b) above, shall be income to the Association in the year recovered.

ARTICLE VI - RESTRICTIONS

1. Use and Structures. No Lot shall be used other than for residential purposes, including uses accessory thereto, as permitted by the Zoning Ordinances of the Township in which the Lot in question is situated. No building shall hereafter be erected, altered or placed on any Lot unless the plans thereof have been approved by the Declarant. Any owner desiring approval of plans for construction or alteration of a building shall submit building plans and specifications, a plot plan and a proposed grading plan, as well as any additional information requested by the Declarant. Declarant may reject plans, inter alia, on the basis of noncompliance with ordinance requirements, non-compliance with this Declaration, and architectural design. No more than one accessory building may be constructed on any Lot. Each such accessory building shall be placed in the rear of the dwelling on the respective Lot. Declarant shall be the sole determiner of whether such a building is placed to the rear of said Lot.

2. Aerials. No outside aerial, including but not limited to antennas for the receipt or transmission of electronic signals from or to any point not situated on the Lot in question, facilities for receiving transmissions from satellites, television aerials or electric lines or overhead wires of any kind shall be erected or maintained upon any Lot without the prior written approval of the Declarant.

3. Fences and Barriers. No fence, or planting or other structure which acts as a barrier or screen, shall be erected, placed, planted or maintained on any Lot without the prior written approval of the Declarant.

4. Signs. No advertising signs, or notices, except small identifying the owner of a Lot shall be erected or displayed on any Lot, except upon the prior written consent of the Declarant, with the exception of "For Sale" or "Sold" signs.

5. Temporary Residences - Vehicle Parking. No trailer, basement, tent, out-building or structure of a temporary nature shall be used at any time as a residence on any Lot. No trailer, mobile home, (whether occupied or not), boat, truck or commercial vehicle shall be parked on any Lot unless adequately screened from sight from neighboring Lots.

6. Animals. No fowl shall be raised or kept and no kennel for the breeding or boarding of dogs shall be erected, maintained or used upon any Lot, and no horses, ponies or livestock shall be housed or maintained on a Lot of less than three (3) acres in size. Dogs, cats or other domesticated household pets may be kept provided (1) that they are not kept, bred or maintained for any commercial purposes, and (2) any outside housing for such animals or pets must be approved by the Declarant,

7. Garbage and Rubbish. Garbage and rubbish shall not be dumped or allowed to remain on any Lot, except in a closed metal receptacle. It shall be placed outside the dwelling for collection on the collection date as specified by the Association in accordance with the practices of the firm or organization that collects garbage and rubbish in Lockwood Chase.

8. Lawn Mowing. The Owner of each Lot shall be responsible for the maintenance of the vegetation thereon and shall, at a minimum, either mow said Lot in accordance with such applicable ordinances as may be in effect from time to time in the Municipality in which the Lot is located or mow said Lot at least once each month between April 15 and November 15 each year, whichever is the greater.

9. Reserved Easement for Declarant. Declarant reserves for itself, its successors and assigns, the full, free liberty and right at all times hereafter to have and use a right-of-way ten (10) feet wide along the rear and side lines of each Lot for public and private utility, water and sewer purposes, including the right of installation and maintenance of said facilities.

10. Grading. The Declarant reserves for itself the right to establish final grades on the Lots subject to this Declaration and the right, at all times prior to the delivery by the Declarant of a deed of conveyance to remove soil, vegetation or any other naturally occurring or man-made materials and the right to add soil, vegetation, naturally occurring or man made materials from or to any Lot in furtherance of the Plan of Development.

11. Street Dedication. Declarant reserved for itself, its successors' and assigns the right to dedicate the bed of any roadway or drive on the Property to the Municipality or Political Subdivision to which said roadway or drive is located without the joinder of any owner of any Lot and without the joinder of the Association.

12. Yards. No statues, sculpture, painted trees, bird baths, replicas of animals or other similar objects may be affixed or placed on any Lot or building in a manner which would render them visible from any street, without prior written approval from the Declarant.

13. Approvals by Declarant. The Declarant may at any time hereafter assign to any person or entity of its choosing, the right and obligation to grant or deny all approvals, or any of the approvals to be given by the Declarant pursuant to this Article VI. In addition, the Declarant may appoint an agent or agents to perform its approval rights and obligations hereunder. The name of any such assignee or agent, together with a description of the extent of that assignment or agency must be registered in writing by the Declarant with the Association in order to be effective,

14. Swimming Pools. No swimming pool which is constructed or installed in a manner that results in the sides or walls thereof projecting more than three (3) inches above the grade of the land immediately outside of said sides or walls may be constructed or installed without the prior written approval of the Declarant.

ARTICLE VII - MISCELLANEOUS

1. Enforcement. The Association, or any Owner of a Lot submitted to this Declaration pursuant to Article II, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction contained herein; to restrain violations, to require specific performance and/or to recover damages; and the Association shall have the right to proceed against the land to enforce any lien created by these covenants. The failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed as a waiver of the right to do so thereafter. Any Member of the Association shall have the right to enforce the obligations, imposed by this Declaration or by the By-Laws of the Association, upon the Association or its Board of Directors by proceedings in law or equity to restrain any violation and/or to require specific performance of any obligation or duty.

2. Amendment. This Declaration may be amended or modified at any time or from time to time, by the Declarant, upon due recording in Chester County, Pennsylvania, of a document executed by the Declarant setting forth the amendment thereto. The Class A Members of the Association may amend this document by resolution adopted by at least 90% of said Members, provided, however, that said Members may not amend or modify either the provisions contained herein requiring the Association to maintain, repair, restore and operate the Open Space or the Sewage Treatment Facilities owned by it, or the provisions requiring Membership and establishing the duty of Members to pay assessments to the Association, including the lien against a Member's respective Lot for payment thereof.

3. Notices. Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed by first class United States mail postage paid to the Member at the mailing address of his Lot.

4. Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment, order or decree of Court shall in no way affect the validity of any of the other provisions hereof, and said other provisions shall remain in full force and effect.

5. Binding Effect. The provisions of this Declaration shall, pursuant to its term, inure to the benefit of and bind the Property, the Declarant, the Association and all Owners, all Members and all other persons, entities or property benefited or bound by the specific terms hereof and the respective heirs, administrators, executors, successors and assigns of each of them.

6. Assigns and Successors of Declarant. The rights and obligations of the Declarant contained herein inure and bind it in its capacity as the Developer of the Property. Therefore, these rights and obligations shall not, unless specifically set forth herein (as, for example, the obligation, and lien, of Class A assessments) inure to the benefit of, or bind, successors in title to the Property, or any portion thereof, unless the document of conveyance thereof, or another duly recorded document executed by the Declarant, wholly or partially assigns the obligations and/or benefits of the Declarant in this Declaration to said successor in title.

7. Recording. This Declaration shall forthwith be recorded in the Office for the Recording of Deeds in and for Chester County, Pennsylvania.