

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
FOX RUN AT OAK GROVE  
WEST WHITELAND TOWNSHIP  
CHESTER COUNTY, PENNSYLVANIA

THIS DECLARATION, made this 15<sup>th</sup> day of April, A.D. 1988 by Hunt Club Development Company, Inc., a Pennsylvania Corporation, hereinafter called "Declarant".

WITNESSETH:

Whereas, Declarant is the owner of a certain tract of real property located in West Whiteland Township, Chester County, Pennsylvania, a legal description of which is attached thereto, made a part hereof, and marked Exhibit "A".

NOW THEREFORE, Declarant hereby declares that all of the property described on the attached Exhibit "A" shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the land, and be binding on all parties having any right, title or interest in the said property or any part thereof, their heirs, successors, assigns, mortgages and lienholders, and shall inure to the benefit of Declarant and of each Owner thereof to the extent of their respective interest.

ARTICLE I  
DEFINITIONS

Section 1. The following words when used in this Declaration shall have the following meaning:

- (a) "Association" shall mean and refer to the Fox Run at Oak Grove Owners' Association, a Pennsylvania non-profit corporation, its successors and assigns.
- (b) "Board of Directors", "Board", or "Directors" shall mean the Board of Directors of the Association.
- (c) "Bylaws" shall mean the document having that name and providing for the governance of the Association, as such document may be amended from time to time.
- (d) "Common Area" shall mean and refer to all those portions of the property, (including the improvements thereon) other than (i) the eighty-one (81) Lots, and (ii) any areas dedicated or hereafter dedicated to any governmental entity or public authority (for example streets, storm sewers, and sanitary

sewers), but only after dedication or conveyance in fact occurs, which are intended to be owed by the Association and devoted to the common use and enjoyment of the Owners. The Common Area shall be conveyed to and owned by the Association. The Declarant may retain legal title to the Common Area until such time as the Class B membership shall cease and be converted to Class A membership under Article III, Section 2(b) hereof.

(e) "Declarant" shall mean and refer to Hunt Club Development Company, Inc., a Pennsylvania Corporation, its Successors and assigns, if such successors and assigns should Acquire more than one undeveloped lot from Declarant for the purpose of development, or any successor in interest for the purpose of development.

(f) "Declaration" shall mean and refer to this instrument, as the same may be amended from time to time.

(g) "Lot" shall mean and refer to one of the eighty-one (81) lots shown on the Plan, together with the single family residence erected thereon.

(h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as the security for the performance of an obligation, provided however, a mortgagee in possession shall be deemed an Owner during the time of possession.

(i) "Plan" shall mean and refer to the Final Subdivision and Land Development Plan of the Property entitled "The Planned Residential Development of Oak Grove" made for Exton Associates, Prepared by Yerkes Associates, Inc., Site Planners, Landscape Architects, Consulting Engineers, Surveyors, 1444 Phoenixville Pike, West Chester, Pennsylvania, 19380 (Sheets Numbered 1-7) Including Final Title Plan, dated 6/18/1979, last revised 9/11/1979, and recorded in Chester County as Plan File No. 4331 as the same may be amended with the approval of West Whiteland Township, and including any "as-built" plan which may hereafter be filed of record.

(j) "Property" shall mean and refer to all that certain Parcel of real estate located in West Whiteland Township, Chester County, Pennsylvania, a legal description of which is attached hereto, made a part hereof, and marked Exhibit "A".

(k) "Rules and Regulations" shall mean such rules and regulations as are promulgated by the Board of Directors from time to time, with respect to various details of the use of all or any portion of the Property, either supplementing or elaborating upon the provisions of the Declaration or the Bylaws or both of them.

building situated upon the Property designed and intended for use and occupancy as a residence by a single family.

ARTICLE II  
PROPERTY RIGHTS AND EASEMENTS

1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to and be unseverable from every Lot, subject to the following:

(a) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against such Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations after hearing by the Board of Directors.

(b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situate upon the Common Area.

(c) The right of the Declarant or the Association to dedicate or transfer all or any part of the Common Area to any public municipality, authority, agency, or utility, for such purposes and subject to such conditions as may be agreed to by the Declarant or the Association. No such dedication or transfer shall be effective unless an instrument signed by two thirds (2/3) of all classes of members voting as a single class agreeing to such dedication or transfer has been recorded or unless such transfer or dedication is required or authorized herein or in the Plan or any Order approving a final plan. Any portion of the Common Area dedicated or transferred pursuant to this section and accepted by any such public municipality, authority, agency, or utility, shall be exempt from the assessments created herein.

(d) The right of each Owner to a designated parking area pursuant to Section 2 of this Article II.

(e) The additional easements set forth at Sections 4 and 5 of this Article II.

2. Parking Rights. Ownership of each Lot shall entitle the Owner of such Lot to the use of not more than two (2) automobile parking spaces, which shall be as near and convenient to such Owner's Lot as reasonably possible, together with the right of ingress and egress in and upon said parking area, such spaces not to be permanently assigned without express approval of the Board of Directors.

3. Delegation of Use. Every Owner's right of enjoyment to the Common Area and facilities shall inure to the benefit of the occupants or tenants of such Owner's Lot and their family and guests. Such rights shall be subject to and governed by the provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association.

4. Additional Easements. The Property shall be subject to the following additional easements and restrictions:

(a) Easements of roadways and parking areas through the Property as shown on the Plan;

(b) Easements in favor of the appropriate utility companies and the Association for such services as are desirable or necessary to adequately serve the Property and all appurtenances thereto; including (by way of illustration and not limitation) the right to install, lay, maintain, repair, relocate and replace manholes, water mains and pipes, gas mains and pipes, sanitary sewer, storm sewer and drain lines and connectors, telephone and other communication wires, cables and equipment, electrical wires and conduits, and associated equipment, over, under, through, in, along and on the Property (including, without limitation, one or more of the eighty-one Lots therein);

(c) The Common Area shall be and hereby is made subject to an easement in favor of the Owners and their invitees, employees, tenants, and servants, the Association, and the agents and employees of the Association, for access, ingress and egress, over, through and across each portion thereof, pursuant to such requirements and subject to such changes as the Board of Directors may from time to time prescribe.

(d) The Common Area and the Lots shall be and are hereby made subject to an easement in favor of the Association, and its agents, employees and independent contractors, (i) for inspection of the Lots in order to verify the performance by Owners of all items of maintenance and repair for which they are responsible, and (ii) for inspection, maintenance, repair and replacement of the Common Area and Lots; and (iii) for correction of emergency conditions on one (1) or more Lots.

(e) A twenty (20') foot wide emergency access easement for fire and other emergency vehicles within the Common Area between Lot 58 and 59 extending between parallel lines from the property now or late of Robert Painter to Joyce Road (presently known as Fox Run Road), as shown on the Plan;

(f) All other easements, restrictions, covenants and conditions of -record, shown on the Plan, contained in this Declaration, and all utility easements or easements visible upon the ground.

its successors and assigns, contractors, sub-contractors, agents, workmen and/or employees, easements, rights of way, and/or privileges of ingress and egress and use, for personnel, vehicles, construction suppliers and/or utility equipment, over, under and through the Common Area, and to the extent necessary, the Lots, for (i) movement and storage of building materials and equipment; (ii) erection and maintenance of directional and promotional signs; and (iii) conduct of sales activities, including maintenance of model units and sales offices. Declarant further reserves an easement and/or right to extend and/or connect to all installations for services, including but not limited to sanitary sewer, storm sewer, electric and/or gas lines, water lines, television cables, and all pipes, ducts, wires, cables and/or conduits used in connection with any of the aforesaid provided that the same is done in compliance with the Plan. Declarant shall not be subject to the Architectural Review requirements of Article V hereof.

ARTICLE III  
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every Owner of a Lot shall automatically be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

2. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A

(a) Class A members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. All co-tenants must concur in voting, otherwise the vote shall not be counted.

Class B

(ii) Class B member(s) shall be the Declarant and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

(ii) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(ii) On December 31, 1992.

1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot who is a Class A member, by acceptance of a deed therefore, or by acquiring ownership in any manner, whether or not it shall be so expressed in any such deed or other method of transfer, shall be deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) any special assessments that the Board of Directors is authorized to levy against Owners in addition to the annual assessment, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person or entity who is the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successor in title to such property unless expressly assumed by such successor, provided, however, nothing herein contained shall be deemed to discharge the lien of such assessment upon the land the subject thereof.

2. Purpose of Assessments. The annual assessments levied by the Board of Directors shall be used to obtain funds for the following purposes: (i) the operation, maintenance, repair, improvement and development of the Common Area and the property of the Association; (ii) limited exterior maintenance to the Lots and Townhouses as specified in Article V; (iii) the cost of professional management, if any; (iv) salaries, expenses and benefits for Association employees; (v) payment of taxes imposed by any governmental body upon the property owned by the Association; (vi) payment of premiums for such insurance as the Board of Directors of the Association may deem necessary, including liability insurance; (vii) the expenses necessary for the Association to perform its duties and responsibilities as provided in this Declaration and the Bylaws; and (viii) the establishment and maintenance of adequate reserves which shall be funded monthly as part of the annual assessment.

3. General Assessments. At least thirty (30) days prior to the commencement of each fiscal year of the Association, the Board of Directors shall, in accordance with the budget adopted by the Board, levy annual assessments against all Lots for expenses anticipated for such fiscal year. Annual assessments shall be fixed at a uniform rate for all Lots and shall be collected on a monthly basis. The fiscal year of the Association

shall be a calendar year. All such assessments shall be deemed to be adopted, assessed and payable on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month.

4. Special Assessments. In addition to the annual assessments authorized by Section 3 of this Article IV, the Board of Directors shall have the authority and duty to 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 (i) any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area owned by the Association, including the necessary fixtures and personal property related thereto, (ii) any insufficiency in the annual assessment to cover actual costs, and (iii) any other charge, fine or cost that the Board of Directors is authorized to levy against Owners in addition to the annual assessment. Special assessments shall be fixed at a uniform rate for all Lots, and may be collected on a monthly basis, provided, however, any exterior maintenance provided by the Association to a Lot or Townhouse for failure of the Owner of such Lot or Townhouse to maintain the property and improvements in accordance with the Declaration and Bylaws, shall be assessed against such Lot and the Owner of such Lot only, and shall be collected together with any other assessments against such Lot and shall constitute a lien on such Lot the same as any assessment levied by the Association under this Article. No special assessments shall be made for construction of any capital improvement unless said assessment shall be approved by a vote of at least two-thirds (2/3) of all classes of members voting as a single class in person or by proxy at a meeting duly called for such purpose.

5. Notice and Quorum for Action Authorized Under Article IV, Section 4 Requiring Membership Vote. Any action authorized under Article IV, Sections 4 requiring a vote of the membership shall be taken at a meeting called for that purpose, written notice of which shall be sent to all Owners not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners or of proxies entitled to cast fifty (50) percent of all votes of each Class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to any Lot on

the latter to occur on (i) the first day of the month following the conveyance of the Common Area; or (ii) granting of any occupancy permit for the Townhouse on such Lot. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

7. Capital Contribution. In addition to the assessments paid to the Association under the other sections of this Article, upon the initial transfer of title to each Lot from Declarant to a purchaser other than Declarant, the Association shall collect from such purchaser Two Hundred Fifty (\$250.00) Dollars or such other amount as Declarant may from time to time determine, to provide operating capital, which shall be deposited into a separate operating capital account under the control of the Association. No Owner is entitled to a refund of the capital contribution by the Association upon the conveyance of the Owner's Lot or otherwise.

8. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessment is not paid within ten (10) days after the date due, then such assessment shall become delinquent and shall, together with such interest thereon, late charges, and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his successors, heirs, devisees, personal representatives, and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation. The Board of Directors may adopt a late charge for any assessment not received by the Association within ten (10) days after the due date. If any assessment is not paid within thirty (30) days after the due date, the delinquent member shall be mailed a notice of delinquency. If any assessment remains unpaid five (5) days after the mailing of a notice of delinquency, the Board of Directors shall charge and assess costs, (including a reasonable attorney's fee), fines and interest from the due date at the rate of twelve (12) percent per annum or the then prime bank rate, whichever is higher, for the late payment or non-payment thereof and may enforce payment of said assessment, cost, fine and interest by any legal means. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of such Owner's Lot.



9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the property subject to 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, nor from the lien of any such subsequent assessment.

10. Year End Surplus. If the Board of Directors should determine that any 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 as follows: 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, as aforesaid, that said excess should be distributed to avoid taxation thereon, the Association shall distribute the excess to all Class A and Class B member's in proportion to their actual payments of assessments to the Association during that year, subject, however, to Section 11 of this Article. For the purposes of this Section, monies budgeted and collected as reserves for future repair and replacement shall be deemed to have been spent in the year collected, and shall not be distributed as surplus. Each Owner receiving a distribution may, at such Owner's 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.

11. Reassessment of Uncollectable Assessments. In all cases where all or any part of any annual or special assessment cannot be promptly collected from any Owner liable therefore, the Board of Directors may reassess the same as an insufficiency pursuant to Section 4 of this Article. Any Owner who has paid a reassessment made pursuant to this Section 11 shall be reimbursed, to the extent possible, as follows:

(a) From the moneys, 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 10 above.

EXTERIOR MAINTENANCE

In addition to maintenance to the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: lawn maintenance (trees, shrubs, grass), snow removal, front door paint, and staining of the cedar siding. In the event that the need for any of the aforementioned items of exterior maintenance is caused through the negligence or willful act of the Owner, such Owner's family, or guests, or invitees, the cost of such maintenance shall be added to and become part of the assessment to which such Lot is subject.

Each Lot and Townhouse exterior, with the sole exception of the above referenced items which are to be maintained by the Association, shall be maintained by the Owner in a good and orderly state of repair and cleanliness and in compliance with all ordinances of West Whiteland Township. In the event an Owner shall fail to maintain such Owner's Lot or Townhouse exterior in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the Townhouse exterior and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VI  
RIGHTS OF MUNICIPALITY

In the event that the Association fails to maintain the Common Area and all storm water retention basins on the Property, as shown on the Plan, in reasonable order and condition and in compliance with all ordinances and regulations of West Whiteland Township, West Whiteland Township may serve written notice upon the Association or upon the Owners setting forth the manner in which the Association has failed to maintain the Common Area and the storm water retention basins in reasonable condition and said notice shall include a demand that such deficiencies of maintenance or use be corrected within thirty (30) days thereof and shall state the date and place of a hearing thereon which shall be held within fourteen (14) days of the notice. At such hearing, West Whiteland Township may modify the terms of the original notice as to the deficiencies or conditions and may give an extension of time within which they shall be corrected. If the deficiencies or conditions set forth in the original notice or in the modification thereof shall not be corrected within thirty (30) days or any extension thereof, West Whiteland Township, in order to prevent the Common Area and the storm water retention basins from becoming a public nuisance, may enter upon

period of one (1) year. Said maintenance or correction by West Whiteland Township shall not constitute a taking of said Common Area or Lots, nor vest in the public any rights to use the same. Before the expiration of said year, West Whiteland Township shall, upon its initiative, or upon the request of the Association, call a Public Hearing upon notice to the Association or to the Owners, to be held by West Whiteland Township, at which hearing the Association or the Owners shall show cause why such maintenance shall not, at the option of West Whiteland Township, continue for a succeeding year. If West Whiteland Township shall determine that the Association is ready and able to maintain the Common Areas and the storm water retention basins in reasonable condition. West Whiteland Township shall cease to maintain the Common Area and the storm water retention basins at the end of said year. If West Whiteland Township shall determine that the Association is not ready and able to maintain the Common Area and the storm water retention basins in a reasonable condition. West Whiteland Township may, in its discretion, continue to maintain the Common Area and the storm water retention basins during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. The decision of West Whiteland Township shall be subject to appeal the Court in the same manner and within the same time limitation as is provided for zoning appeals in the Pennsylvania Municipalities Planning Code.

The cost of such maintenance by West Whiteland Township shall be assessed ratably against the eighty-one (81) Owners and shall become a lien on their respective Lots until paid. West Whiteland Township, at the time of the maintenance, may file a notice of lien in the Office of Judicial Support of Chester County, upon the Lots within the Property.

## ARTICLE VII ARCHITECTURAL CONTROL

1. Review and Approval by Committee. Except for construction by Declarant, no building, fence, wall or other structure or any other improvement, shall be commenced, erected, or maintained on the Property, nor shall any exterior repair, restoration, additions to or changes or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, exterior color schemes, location, and approximate cost thereof, and a grading and landscaping plan, if appropriate, including topography and contours, shall have been submitted to and approved in writing as to harmony of external color scheme, design and location in relation to surrounding structures and topography by the Board of Directors, or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board.

2. Declarant Control. Notwithstanding any other provisions herein or in the Bylaws, Declarant may appoint and remove the members of the architectural control committee until ninety five (95) percent of the Lots have been conveyed to purchasers other than Declarant.

3. Plans. All plans must be submitted in duplicate, one copy of which will be retained by Declarant regardless of the action taken. Approval, if granted, shall be evidenced by the signature of two (2) members of the Board of Directors, or, if the Board appoints an Architectural Control Committee, by the Chairman of the architectural control committee and at least one (1) other member of such committee on each sheet of any plans submitted.

4. Approval. In the event the Board of Directors, or its designated committee, fails to approve or disapprove of such plans or specifications within forty-five (45) days after said plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with. Nothing herein shall be construed to require Developer to obtain approvals of the Board or the committee for construction undertaken in pursuance of the development of the Plan.

#### ARTICLE VIII PARTY WALLS

1. General Rules of Law to Apply. Each wall built as part of the original construction of the Townhouses upon the Property and placed on the dividing line between the Lots as shown on the Plan shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article VIII , the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

4. weatherproofing. Notwithstanding any other provision of this Article, an Owner who, by his negligence or willful acts, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Right of Contribution Runs with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE IX GENERAL PROVISIONS

1. Enforcement. The Association, the Declarant, or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner or Declarant to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

3. Amendment. This Declaration may be amended or modified at any time or from time to time, by Declarant, upon due recording in Chester County, Pennsylvania, of a document validly executed by Declarant setting forth the amendment thereto. After the termination of Class B membership pursuant to this Declaration, the Class A members of the Association may amend this document by resolution adopted by at least seventy-five (75) percent of the votes entitled to be cast, provided, however, that the said members may not amend or modify either the provisions contained herein (i) requiring the Association to maintain, repair, and restore the Common Area owned by it, or (ii) requiring membership and establishing the duty of Owners to pay assessments to the Association, including the lien against an Owner's respective Lot for payment thereof, or (iii) extending rights to West Whiteland Township without first obtaining the Township's written approval, or (iv) extending ' rights to Declarant without first obtaining Declarant's written approval.

All amendments shall evidenced by a written instrument executed and acknowledged by at least two (2) officers of the Association. Such instrument shall be recorded and shall become effective upon recordation.

4. Dedication of Common Areas. The Declarant has or will convey the Common Area to the Association for use by the Owners for open space, recreation and other related activities. The areas designated as Common Areas are not designated hereby for use by the general public, but are dedicated to the common use and enjoyment of the members of the Association as provided in the Declaration. The deed of conveyance of the Common Area from Declarant to Association shall contain a restriction eliminating the possibility of further subdivision of the Common Area at any time in the future, more specifically as follows:

“Grantee, its successors and assigns shall not subdivide the property herein conveyed”.

5. Conflict. In the event of conflict among the governing documents, the Plan and Order of approval shall control, then this Declaration, then supplementary declarations, then the Articles of Incorporation of th-e Association, then the Bylaws, then the Book of Resolutions; except that in all cases where the governing documents may be found to be in conflict with a statute, the statute shall control.

6. Encroachment on Common Area. In the event any reasonable portion of any Lot orTownhouse encroaches upon the Common Area as a result of construction, reconstruction, repair, shifting, settlement or movement, a valid easement shall exist so long as the encroachment-exists.

7. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate Declarant’s desire to Declarant’s desire to create a uniform plan for development and operation of the Property. The headings preceding the various paragraphs of this Declaration and the table of contents are intended solely for the convenience of readers of this Declaration. All Exhibits referred to in this Declaration are hereby made a part of this Declaration. The use of any gender shall include all genders. The singular number shall include the plural and the plural the singular as the context may require.

8. Effective Date. The effective date of this Declaration shall be the date of recording hereof.

IN WITNESS WHEREOF, the Declarant has executed this instrument this 15<sup>th</sup> day of April of 1988.

HUNT CLUB DEVELOPMENT COMPANY, INC.

BY:

\_\_\_\_\_T\_\_\_\_\_

ATTEST

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF DELAWARE :

On this, the 15<sup>th</sup> day of April, 1988, before  
me, a Notary Public, the undersigned officer, personally  
appeared David B. Whitehead, who acknowledged himself to be

Vice

the President of Hunt Club Development Co. / a corporation, and  
that he as such, being authorized to do so, executed the  
foregoing instrument for the purpose therein contained by signing

Vice

the name of the corporation by himself as President.

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

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NOTARY PUBLIC

CAROL LYNN WALSH

Notary Public , Borough of Media

My Commission Expires: 12/5/89