

DECLARATION

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DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR RYERSS HUNT

THIS DECLARATION, made this day of , 1991, by Whiteland Development Associates, a Pennsylvania partnership with a business address of Two Daylesford Station, 1301 Lancaster Avenue, Berwyn, Pennsylvania, 19312, hereafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner by virtue of Deeds dated and recorded in the Chester County Recorder of Deeds Office in Record Book, page, Record Book, page, and Record Book, page, of real property referred to in Article II and more fully described in Exhibit "A" of this Declaration, and desires to develop thereon a residential community to be known as "Ryerss Hunt" with common areas for the benefit of the said community, and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said common areas and, to this end, desires to subject the real property referred to in Article II and described in Exhibit "A" of this Declaration, to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each subsequent owner thereof, and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an entity to be known as "RYERSS HUNT HOMEOWNERS ASSOCIATION" to which shall be delegated and assigned the powers of maintaining and administering the common areas and other common facilities, administering and enforcing the covenants and restrictions and levying, collecting and disbursing the assessments and charges hereinafter created, and

WHEREAS, Declarant has incorporated or intends to incorporate under the laws of the Commonwealth of Pennsylvania as a non-profit corporation the "RYERSS HUNT HOMEOWNERS ASSOCIATION" for the purposes of exercising the functions aforesaid.

WHEREAS, this Declaration is intended to be a master document governing the ownership and use of all of the Lots and Common Areas which collectively constitute the Property.

NOW THEREFORE, the Declarant declares that the real property referred to in Article II hereof and more particularly described in Exhibit "A" attached hereto and forming a part hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. All the provisions of this Declaration shall, as to the owners of the properties, common areas and lots, their heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other properties, common areas and lots in the development and their respective owners.

ARTICLE I Definitions

Section 1.01 The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the "RYERSS HUNT HOMEOWNERS ASSOCIATION", its successors and assigns.

(b) "Board of Directors" shall mean and refer to the Board of Directors of the Association.

(c) "Common Areas" shall mean and refer to those areas of land shown on the recorded subdivision plan of the Property which are not lotted, and including therein storm drainage facilities and recreational open spaces (but not including roads, which are intended to be dedicated to West Whiteland Township for public use). Said areas are designated as "open space" on the Final Subdivision Plan of "Ryerss Hunt" and described in Exhibit "B", attached hereto and made a part hereof, and intended to be devoted to the common use and enjoyment of the members of the Association as herein defined, and, except as herein below specified, are not dedicated for use by the general public. The Common Areas may be modified in conjunction with an approved revision of the "Ryerss Hunt" Final Subdivision Plan whereby the areas and amount of open space land are modified. The location and content of the Common Areas may be modified by Declarant for so long as Declarant retains ownership of one or more Lots, provided that any such modification is approved by the West Whiteland Township Board of Supervisors.

Without limiting the foregoing, this definition of Common Areas is inclusive of the "wildlife sanctuary" areas as may be from time to time designated by the Declarant and/or the Association.

(d) "Declarant" shall mean and refer to WHITELAND DEVELOPMENT ASSOCIATES, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

(e) "Lot" shall mean and refer to any plot of land intended and subdivided for residential use, shown upon the recorded subdivision plan of the Property, but shall not include the Common Areas as herein defined. There is presently a total of 192 Lots subject to this Declaration, consisting of Lots 1 through 192 inclusive as shown on the Final Subdivision Plan of "Ryerss Hunt" (the "Plan"). The total number of Lots and configuration thereof shall be subject to modification in the event that a revised Final Subdivision Plan is approved by the West Whiteland Township Board of Supervisors and properly recorded.

(f) "Member" shall mean and refer to all those owners who are members of the Association; every Owner of a Lot which is subject to assessment shall 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.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or refer to any mortgagee or subsequent holder of any mortgage, unless or until such mortgage or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) "Plan" shall mean and refer to the Final Subdivision Plans of "Ryerss Hunt" for Whiteland Development Associates, prepared by Chester Valley Engineers, dated 12-12-89 and last revised (consisting of sheets, in total) as the same may, however, be revised in accordance with West Whiteland Township Ordinances, with any such revisions to be subject to approval by the Township Board of Supervisors. Unless the context clearly indicates otherwise, "Plan" shall refer to the overall Title Plan of Ryerss Hunt.

(i) "Property" shall mean and refer to all lands, both Lots and Common Areas, which are described in Exhibit "A" or are hereafter made subject to this Declaration.

(j) "Township" shall mean and refer to West Whiteland Township, Chester County, and its governing body, boards and administration.

ARTICLE II Property Subject to this Declaration

Section 2.01 The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in West Whiteland Township, Chester County, and as more particularly described in Exhibit "A", being the "Ryerss Hunt Tract" as shown on the Plan, and consisting of 184.072 net acres, more or less.

ARTICLE III Membership and Voting Rights in the Association

Section 3.01 Membership. Every person who is an Owner (as defined in Article I) of any Lot which is subject by this Declaration to assessment by the Association shall be a member of the Association. However, in the event that a member of the Association should lease his Lot to another person then, and only in that event, the lessee shall be entitled to all of the privileges of membership in the Association, except that the Owner will still be responsible for payment Of all assessments and will still be entitled to the vote allotted to the particular Lot in question.

Section 2. Voting Rights. The association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one 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 determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE IV Property Rights in the Common Area

Section 4.01 Members' Easements of Enjoyment. Subject to the provisions of Section 4.03 of this Article IV, every member shall have a right and easement of enjoyment in and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every Lot. Such easement shall include the right of access to, ingress to and egress from the Common Areas, the right to make reasonable active and passive recreational use of the Common Areas, and the right to use drainage facilities and utilities placed within the Common Areas. A Lessee shall have all of the rights of this section belonging to the Owner of the Lot with the exception that they are not permitted to vote and are not required to pay any assessment since the vote and assessment remain with the Lot Owner.

Section 4.02 Title to Common Areas.

(a) Subject to the provisions in paragraph 4.02(b) herein below, the Declarant hereby covenants for himself, his successors and assigns, that he shall convey the Common Area by special warranty deed to the Association, free and clear of all liens and encumbrances, excepting mortgage encumbrances as may be provided for herein, existing building restrictions, ordinances, easements of roads, privileges or rights of public service companies as provided for herein, and any other restrictions or condition existing of record not later than the first conveyance of a Lot to a purchaser who thereby becomes a Class A member.

(b) Notwithstanding the provisions of paragraph 4.02(a) herein above, the Homeowners Association shall be responsible for, and shall be obligated to maintain, repair or replace those

areas of open space (common area) which have been installed and constructed by the Declarant to prevent excessive incursion by pedestrians so as to encourage the retention of bird and animal wildlife on the property. This duty and obligation shall include the maintenance and replacement of appropriate species of plant material, protective plantings and the installation of any other measures necessary to maintain the area for the purpose stated. This obligation shall continue- for so long as the areas are in fact serving the purpose of retaining bird and animal wildlife on the property..

Section 4.03 Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) the right of the Association in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and in aid thereof to mortgage said Common Area and the rights of such mortgagee in said Common Area 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 Common Area against foreclosure;

(c) the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights to recreational open spaces of any members for any period during which any such member's assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

(d) the right of the Association to charge reasonable admission and other fees for the use of any recreational facilities with the Common Area;

(e) the right of the Declarant, and of the Association, to grant and reserve easements and rights—of—way through, under, over and across the Common Area, for the installation, maintenance and inspection of the lines and appurtenances for access, ingress and egress, for public or private water, gas, electric, telephone, sewage, drainage, fuel oil, cable television, other utilities; provided, however, that such easements and rights—of—way will not be contrary to either (i) the Plan, or (ii) the purposes for which the Common Areas can be utilized under the governing ordinances of West Whiteland Township; and

(f) the right of the Association, contingent upon the prior written approval of West Whiteland Township, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication and transfer or determination as to the purposes or conditions thereof shall be effective unless an instrument executed by the president of the Association and attested to by the secretary thereof certifies that after due notice in accordance with the Articles of Incorporation and Bylaws of the Association that two-thirds (2/3) of the Owners present, in person or in proxy, approve such action; provided however, that notwithstanding any such transfer, the Common Areas are restricted to utilization as open space solely to serve Ryerss Hunt.

(g) subject to the prior written approval of the Township and compliance with all applicable local, state and federal laws, ordinances and regulations, the right of Declarant to reserve to himself, his successors and assigns, the right to obtain a water well site within the common open space, together with access thereto, for the purpose of providing water service to the properties and/or adjacent properties falling within the service area of any public utility water company servicing the properties. Such site shall not exceed one acre, and any Common Area conveyed to the

Association or other entity pursuant to this Declaration or otherwise shall be under and subject to this reservation; provided, however, this reservation shall not confer any right, claim or privilege to any public utility or party other than Declarant, or his successors.

(h) the free right and privilege of Declarant at all times hereafter to go upon the Common Area to construct, reconstruct, repair, renovate or correct any work heretofore or hereafter done by Declarant, its agents, servants, workmen or contractors.

(i) the free right and privilege of Declarant, its agents, servants, contractors, licensees and invitees to enter upon the Common Areas at all times for purposes incident to the construction of the residential subdivision and the marketing of dwellings.

(j) the absolute right of Declarant at any time until the conveyance of the last Lot to an Owner other than Declarant to modify the boundary lines of the individual lots and the Common Areas, provided, however, that any such modification must first be approved by the Township. No individual owner shall be deemed to have a vested right in and to the area, content or location of the Common Areas until the conveyance of the last lot to an owner other than Declarant, except that any such change shall not reduce the amount of the Common Area to less than the amount required under the applicable township ordinances.

ARTICLE V Covenant for Maintenance Assessments

Section 5.01 Creation of the Lien and Personal Obligations of Assessments.

(a) The Declarant, for each Lot owned by him within the properties, hereby covenants and each subsequent Owner of any such Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided; and (3) special assessments for maintenance, restoration or repair as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

(b) Notification. The Owner of a Lot intending to sell the same shall notify the Board of Directors as to his intent to sell the Lot so that Estoppel Certificate may be prepared.

(c) Estoppel Certificate. Within ten (10) days of the receipt of such notification, the Board shall prepare an Estoppel Certificate which shall set forth any assessments and charges due upon such Lot at the date of issuance and certify as to whether or not there are violations of the governing documents remaining on the Lot known to the Association as of the date of the preparation of such certificate. This certificate shall be mailed to the place designated by the Owner. No conveyance shall discharge the personal liability of the Owner for unpaid assessments or charges whether or not shown on such certificate. A reasonable fee shall be established from time to time for the cost of preparation of such certificate and shall be paid at the time of request for such certificate. The certificate shall be signed by an officer of the Association and shall set forth whether the assessments on the specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is 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 Owner of personal liability.

Section 5.02 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property and in particular for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the drainage facilities, retention basins, wildlife protection, recreational open spaces and other lands within the Common Area, including but not limited to, the payment of taxes and insurance thereon and maintenance, repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, and for the costs of operation of the Association.

Section 5.03 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto and including drainage facilities and retention basins, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5.04 Notice and Quorum for Any Action Authorized Under Section 5.03. Written notice of any meeting called for the purpose of taking any action authorized under Section 5.03 shall be sent to all members not less than 14 days or more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the 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 60 days following the preceding meeting.

Section 5.05 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or other periodic basis.

Section 5.06 Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to each Lot on the earlier of (1) the first day of the month following the conveyance of the Lot or (2) the first day of the month following issuance of an occupancy permit for the 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 due dates shall be established by the Board of Directors.

Section 5.07 Effect of Nonpayment of Assessments:

Remedies of the Association.

(a) Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve (12) percent per annum, unless a lesser rate is required by law, but then at the maximum rate permitted. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot or both. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

(b) Each Owner on becoming an owner of any Lot shall be deemed to covenant and agree to the enforcement of all assessments in the manner specified in this Declaration. Each Owner agrees to pay reasonable attorneys' fees as established from time to time by the Board and costs incurred in the collection of any assessment against such Owner and/or his Lot, whether by suit or otherwise, or in enforcing compliance with or specific performance of the terms and conditions of this Declaration or other governing documents as against such Owner and/or his Lot.

(c) Any assessment installment not paid within thirty (30) days after the due date shall be delinquent. Thereupon, the Association shall provide notice of such delinquency and may (a) declare the entire balance of such annual or special assessment due and payable in full; or (b) charge a late fee in an amount to be set by the Board and entered in the Book of Resolutions; or (C) upon registered or certified mail notice to the Owner, suspend the right of such Owner to vote and/or to use the recreational and other facilities until the assessment and accrued charges are paid in full; or (d) employ other remedies available at law or equity or, without limitation of the foregoing, including either of the following procedures:

(1) Enforcement by Suit. The Association may commence and maintain a suit by law against any Owner or Owners for such delinquent assessments as to which they are personally obligated. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of twelve (12%) percent per annum from the date of delinquency, costs of collection, court costs and reasonable attorneys' fees in such amount as the Board has by Resolution established from time to time. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

(2) Enforcement by Lien.

(a) There is hereby created a claim of lien, with power of sale, on each and every Lot to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots pursuant to this Declaration, together with interest thereon as provided for by this Section and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees, as may from time to time be established by Resolution of the Board. At any time after the occurrence of any delinquency in the payment of any such assessment, the Association, or an authorized representative thereof, may make a written demand for payment to the delinquent Owner. Said demand shall state the date and amount of the delinquency. Each delinquency shall constitute a separate basis for a demand or claim or lien, but any number of defaults may be included within a single demand or claim or lien on account of prior delinquencies shall be deemed to include subsequent delinquencies and accounts due on account thereof. If such delinquency is not paid within ten (10) days after delivery of such demand, the Association, or its duly authorized representative, may thereafter elect to file and record a claim of lien on behalf of the Association against the Lot of the defaulting Owner in the Office of the Recorder of Deeds or with the Prothonotary of the County, or both. Such claim of lien shall be executed and acknowledged by any officer of the Association and shall contain the following information:

(i) The name of the delinquent Owner(s);

(ii) The legal description and/or street address and/or Lot number of the Lot against which the claim of lien is made;

(iii) The total amount claimed to be due and owing for the amount of the

delinquency, interest thereon, collection cost, and attorneys' fees (with any proper offset allowed) as well as the cost of recording and releasing the lien;

(iv) That the claim of lien is made by the Association pursuant to this Declaration;

(v) That a lien is claimed against said Lot in an amount equal to the amount stated, together with all other amounts becoming due from time to time in accordance with this Declaration; and

(vi) The date of issuance of the claim.

(b) Upon such recordation of a duly executed original or copy of such a claim of lien, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such assessment was levied. Such a lien shall have the priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except for tax liens for real property taxes and assessments on any Lot in favor of any municipal or other governmental assessing unit, and first mortgages.

(c) Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for foreclosure of mortgages or sale by a judgment creditor or in any other manner permitted by law. The Board is hereby authorized to appoint any attorney or any officer or director of the Association for the purpose of conducting such proceeding.

(d) All remedies provided herein are cumulative.

Section 5.08 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the properties 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.

Section 5.09 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and liens created herein; (a) all properties dedicated to and accepted by a governmental body, agency or authority, and devoted to public use; (2) all Common Area as defined in Article I, Section 1.01 hereof. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI Restrictions of Common Area

Section 6.01 Uses. The Common Area shall be used for only the following purposes: utility and drainage facilities, retention basins, woodland and steep slope conservation, flood plain and wetland conservation, wildlife protection, and active and/or passive recreational purposes. No other use shall be permitted in the Common Area.

Section 6.02 Subdivision of Common Area. There shall be no further subdivision of the Common Area, except for (i) the designation of the wildlife sanctuary portion of the Common Area, and/or (ii) a subdivision to facilitate a transfer of a portion of the Common Area for purposes consistent with the limitations set forth in Section 6.01.

Section 6.03 Landscaping and Planting. No landscaping, gardening or planting shall be permitted in the Common Area, except that landscaping, gardening or planting which is approved by the Association in accordance with its Articles and Bylaws.

Section 6.04 Trees. No trees, except dead or diseased trees, shall be cut except when approved by the Association in accordance with its Articles and Bylaws.

Section 6.05 Fences. No fences shall be erected on the Common Area except those approved by the Association in accordance with its Articles and Bylaws.

Section 6.06 Easements. Perpetual easements for the installation and maintenance of sewer, water, gas, electric, telephone, fuel oil, cable television, and drainage facilities and retention basins for the benefit of the adjoining landowners and/or the municipality and/or municipal or private utility companies ultimately operating such facilities, are reserved. Also, easements in general in and over each Lot for the installation of such facilities are similarly reserved. No buildings or structures shall be erected within the easement areas occupied by such facilities.

ARTICLE VII Maintenance of Common Area

Section 7.01 Maintenance Responsibility. The maintenance of the Common Area shall be the responsibility of the Declarant until such time as the number of votes of Class A members shall exceed the number of votes of Class B members (as prescribed in Article III, Section 2 hereof); provided, however, that Declarant may, during such period, assess the Association for a pro rata portion of the costs of such maintenance, based upon the number of Lots which are then subject to assessment divided by the total number of Lots. Thereafter the maintenance of the Common Area shall be the responsibility of the Association. Maintenance shall include, but is not limited to, drainage facilities maintenance and repair, retention basin maintenance and repair, lawn care, snow removal, liability insurance, landscaping and planting, taxes, construction of any kind and anything else associated with the use and enjoyment of the Common Area by the Owners.

ARTICLE VIII Effect of Non-Maintenance of Common Area by Association

Section 8.01 Right of Township. In the event that Declarant or the Association neglects the maintenance of or repair to the Common Area as provided for in Article VII, Sections 7.01 or their duties under Article IX, Section 9.9 hereof, West Whiteland Township, Chester County, shall have the right, but not the obligation, to provide for the maintenance of or repair to the Common Area, and the costs thereof shall be assessed equally among the Owners. The assessment shall be a charge of the lots and shall be a continuing lien upon the Lot against which each assessment is made. In addition to any other right it may have, the Township shall have all of the rights of the Association as set forth in Article V, Section 5.07 hereof. The Township, before it may exercise the above-mentioned rights, shall notify the Board of Directors of the Association by certified mail of its intention to do so. The notice to the Board of Directors of the Association shall specifically set forth in what manner the Association has neglected the maintenance of or repair to the Common Area. If the Association fails to correct or repair the items listed in the notice, within thirty (30) days after the Township may exercise its above—mentioned rights.

Section 8.02 In the event that the Association is abandoned or abolished, or otherwise ceases to exist, or the Association proposes to dispose of the Common Area as provided herein, such Common Area shall first be offered for dedication to the Township of West Whiteland, at no cost to the Township, before any other steps are taken in conformity with these Covenants and Restrictions.

ARTICLE IX General Restrictions

Section 9.01 Compliance with Final Plan. No use of any Lot shall be made which is contrary to the Final Plan approved by the Supervisors of West Whiteland Township, Chester County, as provided for in the relevant provisions of the Township Zoning Ordinance, or such changes or amendment to such plan as may from time to time be properly approved by the Supervisors of West Whiteland Township. Each Owner shall be bound by all provisions of such Plans, whether or not recorded, including but not limited to all Notes shown thereon.

Section 9.02 Lot Size. No Lot shall be subdivided, partitioned, changed or reduced in size except that the Declarant reserves the right to himself, his successors or assigns, to modify the final plan in accordance with the proper consent and approval of the Supervisors of West Whiteland Township.

NOTE: Section 9.03 is no longer valid.

~~Section 9.03 No construction, including excavation or site preparation, shall begin upon any Lot, residence or accessory building nor any major alterations made to the exterior of any existing building, until the plans and specifications showing size, shape, floor plans, materials, colors, location, elevations and disposition or fill shall have been submitted to and approved by the Declarant, or his successors in title until Declarant shall no longer own any Lots within Ryerss Hunt, or December 31, 1996, whichever shall first occur. All such plans shall have been prepared by and bear the seal of a registered architect or engineer. The intent of such approval is to insure that all structures at Ryerss Hunt shall exist in general harmony and character with each other and the topography, vegetation and other features.~~

Section 9.04 The following uses and improvements are prohibited or restricted unless hereinafter specifically permitted with the prior approval of the Declarant or the Association.

- a. No signs of any nature, except house numbers and nameplates for identification purposes (including by way of illustration and not of limitation, any real estate "For Sale" or "For Rent" signs, and no fence, hedge or other continuous obstruction or barrier of like nature shall be erected or maintained unless approved and agreed to by Declarant, or by the Board of Directors of the Association or an Architectural Control Committee appointed by the Board. Approval shall not be unreasonably withheld, consistent with preservation of aesthetics within the community.
- b. No outside or free—standing TV, radio, short wave or similar aerial or antenna shall be erected or maintained, unless approved and agreed to by Declarant, or by the Board of Directors of the Association or an Architectural Control Committee appointed by the Board. Approval shall not be unreasonably withheld, consistent with preservation of aesthetics within the community.
- c. No trailer, tent, recreational vehicle, outbuilding or structure of a temporary nature shall be used as a residence and no unused vehicle or equipment and not more than one trailer, recreational vehicle or boat shall be parked or stored on any Lot.
- d. No commercial or business type vehicle or equipment, except light-weight vans and pick-up trucks, shall be parked on the Lot except when performing work or making a delivery.
- e. No fowl shall be raised or kept and no kennel for the breeding or boarding of dogs shall be erected or maintained on any Lot, nor shall any large animal be housed, raised or

otherwise maintained on any Lot.

f. No above-ground swimming pools and no ornamental figurines or other sculptures shall be erected, placed or kept on any Lot.

Section 9.05 No dwelling house shall be erected on any Lot which shall be designed for occupancy by more than a single family; however, this shall not prohibit quarters for domestic service. On any Lot only one dwelling house shall be permitted.

Section 9.06 Construction of any dwelling or other permitted building must be completed within one (1) year of the date of ground breaking. Whether or not occupied, Lots must be kept in neat and proper condition at all times with respect to mowing of grass and other external care.

Section 9.07 It shall be the duty of every Lot Owner abutting a road right-of-way within Ryerss Hunt to be responsible for the proper seeding, care and maintenance of the lands (a) lying between the portion of that Owner's property line which abuts such right-of-way and the cartway lying within such right-of-way and (b) lying within any drainage swale, drainage easement area or other drainage facility. In performing this duty, the Owners shall not obstruct or make any use of such area which is detrimental to or inconsistent with the proper use of the right-of-way.

Section 9.08 The use of motorbikes, mini-bikes or similar unlicensed motorized devices shall not be permitted in Ryerss Hunt except duly licensed motorcycles may be used on the roads for the purpose of normal transportation to and from the Lots.

Section 9.09 No grading, landscaping or excavation or driveway installation shall be constructed on any Lot in a manner that burdens, damages or interferes with drainage along, across or under the road right-of-way, or which interferes with any on-Lot drainage swales, pipes, berms, basins or other drainage facilities of any type.

Each Lot Owner shall further maintain in proper working order and condition, all on—lot drainage swales, pipes, berms, basin or other drainage facilities of any type, and failure to do so shall constitute a violation of such Lot Owner's duties to the Homeowners' Association and to West Whiteland Township under and pursuant to the approved subdivision plan f or Ryerss Hunt. The Homeowners' Association shall have the right to enter upon any Lot for the purpose of effecting repairs or rebuilding of any improperly maintained drainage facility, and to assess the cost thereof against the Owner of such Lot, and to enforce such assessment in accordance with the provisions of Section 5.08.

Section 9.10 All restrictions provided for herein shall be in addition to any restrictions contained in Township ordinances, rules or regulations, and in all events, in the case of conflict between such rules and regulations and the Restrictions provided for herein, the more stringent of the two shall apply.

Section 9.11 Grading. Except as to Declarant, each Owner who intends to construct any dwelling or structure on his Lot shall prepare a grading plan therefore in conformance with all applicable soil and erosion control laws, ordinances and standards. Said plan shall be filed with Declarant. Owner shall be solely responsible for the implementation, and shall implement said plan.

Section 9.12 Reasonable planting and landscaping consistent with surrounding properties and the nature of the subject Lot and improvements shall be planted and maintained as soon as possible after completion of the improvements on the Lot, consistent with the appropriate planting season, but in no event later than nine (9) months from such completion.

Section 9.13 Declarant retains an easement to enter upon each Lot for a period ending two (2) years after the sale by Declarant of the last Lot to perform any corrective grading deemed necessary or desirable by Declarant; the Homeowners' Association and the Township shall each have the same easement, perpetually.

Section 9.14 Conservation Easement - Lots 38 to 49 and 91 to 110. Lots 38 to 49 and 91 to 110 as shown on the Plans are located within a forested area of the tract, containing mature trees. Portions of the above lots are subject to a Conservation Easement as shown on the Plan. The purpose of the Conservation Easement is to preserve as much of the native vegetation within the Conservation Easement Area as is practical. Each of the aforesaid lots, being number 38 to 49 and 91 to 110, is subject to the following restrictions on use with respect to those portions of the lot located within the Conservation Easement Area;

- a. No healthy trees having more than one-half of their trunk at the base within the Conservation Easement Area may be removed or cut down. In the event that a lot owner wishes to remove a damaged, diseased or dead tree within the Conservation Easement Area, such owner shall obtain permission from the Association prior to removing said damaged, diseased or dead tree. Further, forest understory trees and shrubs shall not be removed within the Conservation Easement Area;
- b. No man-made objects or structures of any type shall be located within the Conservation Easement Area of the aforesaid lots;
- c. No grading activities shall take place within the Conservation Easement Area.

Both the Association and the Township shall have the right to enforce the terms of this Conservation Easement.

ARTICLE X General provisions

Section 10.01 Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit it of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns perpetually. This Declaration may be amended only by the affirmative votes (in person or by proxy) or written consent of members representing two-thirds (2/3) of the total voting power of the Association, and with respect to any provision of this Declaration pertaining directly or indirectly to the rights of the township approved in writing by Township. Any amendment must be recorded in the Chester County Recorder of Deeds Office.

Without limiting the foregoing, the Declarant or a successor Declarant, shall have the right, without obtaining the consent of the Members or the Association, to revise the Final Subdivision Plan at any time until the last Lot has been sold to someone other than a successor Declarant, subject, nevertheless, to the approval of the Township. In the event of such revision, then the numbers and locations of Lots and the description of the Common Area shall be deemed automatically to have been revised, to conform to the Revised Plan in all respects, without the necessity of an Amendment to this Declaration.

Section 10.02 Notices. Any notice required to be sent shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member of Owner on the records of the Association at the time of such mailing.

Section 10.03 Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any

covenant or restriction, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants; and failure by the Association or West Whiteland Township or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of.. the right to do so thereafter.

Section 10.04 Indemnity. The Declarant and the Homeowners Association, as a successor in interest to Declarant, shall indemnify and hold the Township harmless from claims or demands of whatever nature, including the reasonable cost of defense thereof, for damages to persons or property arising out of or in connection with the Common Areas, and/or arising out of the location, design, installation, construction, and maintenance of the storm water management facilities and sedimentation and erosion control devices located on the Common Areas of the Property except for any such claim or demand arising out of the failure of the Township to maintain any such facilities or portions of such facilities concerning which the Township has accepted an obligation of maintenance or which the Township has accepted by dedication. The obligations of the Homeowners Association under this paragraph are also conditioned upon the cooperation of the Township in the defense of any such claim or demand. It is hereby agreed that the Homeowners Association shall have the right to direct the course of the defense of any such claim or demand and have the sole power to compromise and settle any such claim or demand.

Section 10.05 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.