

COVENANTS AND RESTRICTIONS FOR
OKEHOCKING HILLS, EDMONT TOW-
SHIP, DELAWARE COUNTY, PENNA.

This declaration made this 28th day of MAY,
1981 by EASTERN PENNSYLVANIA LAND COMPANY, INC., Developer of
OKEHOCKING HILLS, witnesseth as follows:

WHEREAS, the undersigned is the developer of a planned
residential community known as Okehocking Hills in the Township of
Edmont, Delaware County, Pennsylvania, more particularly described
in Exhibit "A" of this declaration, and desire to use and maintain
common open space for the benefit of the planned residential
community, and

WHEREAS, the undersigned developer desires to provide for the
preservation of natural open space, trees, slopes, water courses,
and other natural amenities in the said Okehocking Hills and for
the maintenance of said open space, amenities and other common
facilities, and therefore desire to make all of the grounds
described in Exhibit "A", subject to certain covenants, restrictions
easements, charges and liens as hereinafter set forth, which is
for the common benefit of the community and all the various owners
of the ground therein, and

WHEREAS, the undersigned developer has deemed it desirable
in order to provide for and implement the foregoing to create an
association and charge that association with the duty of maintain-
ing and administering the common open space and community facilitie
A copy of the By-Laws of said association is attached hereto and

marked Exhibit "B" and made a part hereof. Now the undersigned developer of Okehocking Hills declare that the tract of ground described in Exhibit "A" and such additions thereto as may hereafter be made, pursuant to Exhibit "A" hereof, is and shall be held, transferred, sold, conveyed and occupied under and subject to the covenants, restrictions, easements and charges and liens (as may hereafter be referred to as covenants and restrictions) as hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words and phrases used in this Declaration or any Supplemental Declaration (unless context should prohibit) shall have the following meanings:

- (a) "Association" shall mean Okehocking Hills Civil Association.
- (b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provision of Exhibit "A" hereof.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plot of the properties and intended to be devoted to the common use and enjoyment of the owners of the Properties.

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of Common Properties as hereto fore defined.

(e) "Living Unit" shall mean the building or portion thereof situate on the Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situate upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article II, Section 1, hereof.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or other entity who is the owner of any lot or living unit situate on the property shall be a member of the Association. Each original owner and each subsequent owner shall be subject to the rights and responsibilities of membership in the association. This is a mandatory provision with the intention that every owner, with the exception of any person or entity who has an interest in a lot or living unit as security for the performance of an obligation shall not be deemed to be an owner or member, shall be a member.

Section 2. Voting Rights. The rights of members, including voting rights, the creation of non-voting memberships, the obligations of all members, including dues and assessments, and the proper operation of the Association shall be as provided by the Articles and By-Laws of the Association, as adopted, and from time to time amended by the Association.

ARTICLE III

COMMON OPEN SPACE

Section 1. Title to Common Open Space. The developer may retain in legal title to the common open space for such area as may be owned by the Association. In either case, members of the Association shall have the right and easement of enjoyment in and to the common open space in accordance with the Articles of Incorporation and By-Laws of the Association, free and clear of all mortgages.

Section 2. Reservation of Rights. The rights and easements of enjoyment created for the benefit of members shall be subject to the following reservations:

a. The right of the association to require the open space be in good order and in a well maintained condition, prior to acceptance. Developer agrees to convey said open space to the said association free and clear of liens, mortgages, leases and other encumbrances after the conveyance of the 15th lot, and prior to the conveyance of the 20th lot.

b. The right of the Association as provided in the By-Laws to govern the offering and suspension of membership in the Association.

c. The right of the association to make reasonable charges for the use, maintenance and preservation of the common open space in accordance with the By-Laws. All members shall pay annual dues and such other assessment in amounts and at times as the Board of Directors may by resolution prescribe. The dues and special assessments shall be collected and expended only in furtherance of the proper purposes of the association, including, but not limited to the payment of taxes, insurance premiums, cost of maintenance, cost of legal and accounting services. Such dues and assessments shall be due and payable within thirty (30) days after notification by the Board of Directors. The initial annual dues shall be \$50.00 per year for each lot and shall not expand by more than 10% per year.

d) The right of the Developer or Association to dedicate, convey or dispose of all or part of the open areas, as follows: The common open space shall not be subdivided or disposed of by sale, dissolution or otherwise, except by dedication of the same to the Township of Edgmont, or an entity created for the purpose of conservation and approved by the Township of Edgmont, unless such disposition consists of a merger and/or conveyance to an organization similar to the Association or a successor to the developer, subject to these covenants, such Association conceived and established to own and maintain such common open space, which organization shall be approved by the Township of Edgmont.

e. The right of the Developer, Association or their successors to erect and install the necessary structures, fixtures and equipment for public service companies, municipalities or municipal authorities for their proper use in serving the property.

Section 3. Limited Rights of Owners of Individual Lots in Common Open Space. Owners of individual lots will have the right to install and maintain all or a portion of necessary sanitary sewage disposal facilities in that part of the common open space as is within 75 feet of such lots title line which is in common with the open space. Each such facility shall be installed and maintained in accordance with the applicable municipal regulations and the owner of the common open space shall execute all necessary agreements, licenses and easements which may be required by such regulations.

ARTICLE IV

COVENANT FOR DUES AND ASSESSMENTS

1. The owner of any lot or living unit by acquiring ownership or interest therein shall be deemed to covenant or agree to pay to the Association such annual assessment or dues which may be established or levied by the By-Laws of such Association. Such assessment and/or dues, together with any interest and cost of collection, shall be a charge on the owner's property and shall be a continuing lien upon the property against which such assessment is made.

2. Purpose of Assessments. Assessments and dues made from time to time and levied by the Association shall be exclusively for the proper purpose of the Association as set forth in the

Articles of Incorporation and By-Laws created in conformity thereto.

3. Subordination of Liens, Dues and Assessments. The lien of any dues and assessments as provided for herein shall be subordinate to any lien of mortgage now or hereafter placed upon the property, provided, however, that such subordination shall apply only to assessments as they become due and payable prior to the sale and transfer of such property pursuant to foreclosure proceedings, or other transfer in lieu of foreclosure or execution. Such sale or transfer shall not relieve such property from assessment for any dues or assessment thereafter becoming due from the lien of any such subsequent assessment.

ARTICLE V

GENERAL PROVISIONS AND RESTRICTIONS

Section 1. Compliance with final plan. No use of any lot shall be made which is contrary to the final plan approved by the Supervisors of Edgmont Township, Delaware County, as provided for in the provisions of the Township Zoning Ordinance as pertains to Planned Residential Development, or such changes or amendment to such plan as may from time to time be properly approved by the Supervisors of Edgmont Township.

Section 2. Lot Size. No lot shall be subdivided, partitioned, changed or reduced in size except that the Developer reserves the right to itself, its successors or assigns, to modify the final plan in accordance with the proper consent and approval of the Supervisors of Edgmont Township.

Section 3. 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 of fill shall have been submitted to and approved by the Developer, or its successors in title or designated representatives. 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 Okehocking Hills shall exist in general harmony and character with each other and the topography, vegetation and other natural features.

Section 4. The following uses and improvements are prohibited or restricted unless hereinafter specifically permitted with the prior approval of the Developer and/or Association or Nominee.

- a. No fence, hedge or other continuous obstruction or barrier of like nature shall be erected or maintained unless approved and agreed to by all adjoining property owners and developers provided for herein.
- b. No outside or freestanding TV, radio, short wave or other similar aerial or antenna shall be erected or maintained.
- c. No trailer, tent, recreational vehicle, outbuilding or structure of a temporary nature shall be used as a residence and no trailer, recreational vehicle, boat or unused vehicle or equipment shall be parked or stored on any lot except while such vehicle or equipment is engaged in performing work on said lot.

d. No commercial or business type vehicle or equipment 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 parcel under one ownership less than three acres in size. No vegetable gardens shall be planted or kept in front yards

f. No septic tank, cesspools, field drains, or wells shall be constructed within twenty (20) feet of common boundaries or roadside lines.

Section 5. No lot shall be used other than for residential purposes, including uses accessory thereto as permitted by the zoning ordinance of Edgmont Township.

Section 6. 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; however, this clause shall not be construed to prohibit the construction of private garages, barns or outbuildings as may be permitted by the Township Zoning Ordinance and approved by the developer. No such accessory building shall be constructed unless it is contemporaneous with or after construction of the principal dwelling.

Section 7. Construction of any dwelling or other permitted buildings 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 conditions at all times with respect to mowing of grass and other external care.

Section 8. It shall be the duty of every lot owner abutting the road rights-of-way within Okehocking Hills to be responsible for the proper seeding, care and maintenance of the land 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. 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. The sale or removal of topsoil from any lot or common open space is prohibited.

Section 10. Owners will be responsible for their actions and for the actions of their builder, subcontractors, employees and independent contractors regarding and including, but not limited to, the following items:

(a) Any damage to concrete gutters or other site improvements caused by equipment such as bulldozers, backhoes or similar types of construction equipment being used and/or operated in connection with construction upon development of said lot.

(b) Said lot is to be kept clean during construction.

The provisions of this paragraph shall survive settlement hereunder and shall not merge into the Deed conveying legal title to any lot.

Section 11. The use of motorbikes and minibikes shall not be permitted in Okehocking Hills except duly licensed motorcycles may be used on the roads for purpose of normal transportation to and from the premises.

Section 12. 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.

Section 13. 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 most stringent of the two shall apply.

Section 14. Grading. 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. Such plan shall be filed with Developer. Owner shall be solely responsible for the implementation and shall implement said plan.

ARTICLE VI

Section 1. These Covenants and Restrictions shall run with the land and remain in effect for a period of forty (40) years hereof. They shall without further action expire at that time except in the event that the Association, by a majority vote of

its members, elect to continue and extend the same for an additional period not to exceed ten (10) years each. Such extension shall be made by written statement executed by the proper officers of the Association and recorded in the Recorder of Deeds Office in Delaware County referring to the within Restrictions and Covenants. In the event the Association is not then operating, then such extension may be made by the successor in interest in such Association. The method of voting by such Association or successor shall be as set forth in the By-Laws or other rules applicable at the time. In the event that neither the Association nor any successor in existence at any of the times provided for herein for such extension, an extension may be made by a majority vote of the owners of the lots within the development. A document showing the vote to extend such covenants shall be executed by the person making the account thereof, duly acknowledged and recorded in the Recorder of Deeds Office in Delaware County, referring to the Covenants and Restrictions.

Section 2. Severability. If any portion of these Covenants and Restrictions be deemed to be invalid by Court or other authority which has jurisdiction, such invalidity shall in no way affect the other provisions which will remain in full force and effect.

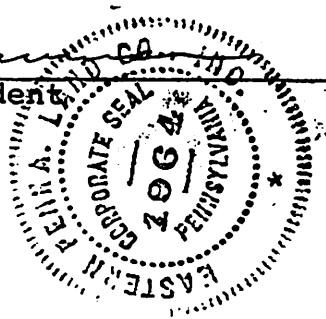
IN WITNESS WHEREOF, the undersigned Developer, a
Pennsylvania Corporation has signed and sealed these Covenants
this 28th day of May, 1981.

EASTERN PENNSYLVANIA LAND CO., INC.

BY: Frank Ober
President

ATTEST:

C. Edward Schenck
Secretary



COMMONWEALTH OF PENNSYLVANIA:

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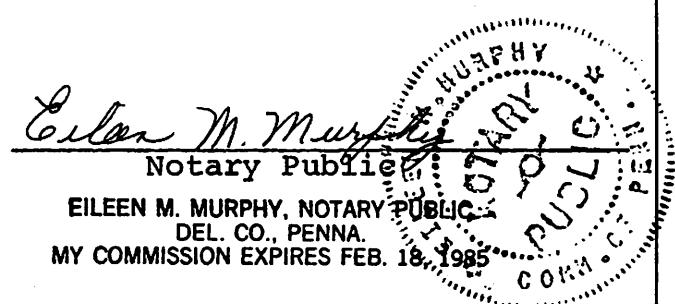
COUNTY OF DELAWARE

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On this, the 18th day of May, 1981, before me,
a Notary Public in and for the Commonwealth of Pennsylvania,
the undersigned Officer, personally appeared, FRANK C. GRAVINA,
who acknowledges himself to be the President
of EASTERN PENNSYLVANIA LAND CO., INC.
and that he as such, being authorized to do so, executed the
foregoing instrument for the purposes therein contained by signing
the name of the corporation by himself as President.

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

Eileen M. Murphy
Notary Public
EILEEN M. MURPHY, NOTARY PUBLIC
DEL. CO., PENNA.
MY COMMISSION EXPIRES FEB. 18, 1985



ALL THOSE TWO CERTAIN tracts or pieces of land described as one tract SITUATE in the Township of Edgemont, County of Delaware, Commonwealth of Pennsylvania and described according to plan made by James R. Pennell, Civil Engineer, dated December 24, 1943 and revised February 3, 1954 as follows, to wit:

BEGINNING at a point on the title line in the bed of Stackhouse Mill Road a corner of lands now or late of Theodore Mitchell; thence extending from said point of beginning along the title line through the bed of Stackhouse Mill Road the three following courses and distances (1) North sixty six degrees thirty eight minutes East one hundred six and ten one hundredths feet to a point (2) North eighty one degrees fifty seven minutes East five hundred seventy five and twenty one hundredths feet to a point and (3) South sixty six degrees thirty minutes East five hundred fifty two and fifty three one hundredths feet to a point; thence extending South thirty three degrees forty seven minutes West, crossing the Southwesterly side of Stackhouse Mill Road one hundred fifty one and twenty two one hundredths feet to a point; thence extending South twenty one degrees thirty six minutes East three hundred fifty nine and forty seven one hundredths feet to a point; thence extending South fifty degrees twenty two minutes East, one hundred fifty eight and twenty seven one hundredths feet to a point; thence extending South eighty nine degrees fifty nine minutes East, three hundred ten and fifty eight one hundredths feet to a point; thence extending South twenty five degrees thirty three minutes East, one thousand nine hundred nineteen and twenty five one hundredths feet to a point; thence extending along land now or formerly of J. Howard Mendenhall the three following courses and distances (1) South sixty one degrees sixteen minutes West, five hundred ninety four and sixteen one hundredths feet to a point (2) South no degrees eighteen minutes East, five hundred ten and fifty three one hundredths feet to a stone and (3) South twenty five degrees eighteen minutes East, four hundred forty nine and forty four one hundredths feet to a stake; thence extending South sixty three degrees fifteen minutes West, six hundred thirty eight and eighteen one hundredths feet to a point; thence extending North twenty five degrees forty one minutes West crossing the Southeasterly side of Stackhouse Mill Road four thousand two hundred eleven feet to the first mentioned point and place of beginning.

CONTAINING in area 113.010 acres more or less.

BEING the same premises which Margaret J. Sharpe, singlewoman, by Indenture bearing date the 13th day of November AD, 1964 and recorded at Media in the office for the Recording of Deeds, in and for the County of Delaware on 24th day of November AD, 1964 in Deed Book No. 2193 page 438 etc., granted and conveyed unto Eastern Pennsylvania Land Co. Inc., (Pa. Corp.), in fee.