

**Important Note: I optically scanned this document and then had the image converted to text - so there could possibly be scanning errors - Brad Peck**

**DECLARATION OF COVENANTS AND  
EASEMENTS, RESTRICTIONS AND CONDITIONS**

THIS DECLARATION, made and executed this 14th day of December, 1988, by WESTRIDGE ASSOCIATES, a Pennsylvania limited partnership, herein referred to as "Declarant":

**WITNESSETH**

WHEREAS, Declarant is the owner of certain real property situated in Phoenixville Borough, Chester County, Pennsylvania aggregating approximately forty-six and fifty four hundredths (46.54) acres, hereinafter referred to as the Properties, and more particularly described in Exhibit "A" appended hereto and made a part hereof; and

WHEREAS, Declarant desires to create thereon a residential development to be known as Westridge Estates including townhouses, townhomes and apartment dwelling units together with related and ancillary improvements and structures as more particularly described in the Record Plan defined hereinafter, with certain portions thereof designated as permanent open space, and with Common Area and Shared Facilities for the common benefit, use and enjoyment of the residents of Westridge Estates; and

WHEREAS, Declarant desires to ensure the continuing attractiveness of Westridge Estates and to provide for the maintenance of the Common Area and Common Open Space and Shared Facilities and other areas of Westridge Estates as it is developed until and after its final completion; and

WHEREAS, Declarant intends to accomplish these goals and realize these desires by the creation of a common plan of development and by the creation of a Homeowners Association to be a corporate entity and to be known as the Westridge Homeowners Association Inc. and by the conveyance subject to Article XI below to the said Homeowners Association of the Common Area, Common Open Space, Shared Facilities and improvements constructed on and made a part of the Common Area Active Recreational Facilities all to be hereinafter described.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above 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 real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof their heirs, successors and assigns, and shall inure to the benefit of the Association, the Declarant, the Apartment Owner and each Owner thereof as defined and more fully described hereinbelow and to the extent of their respective interest

ARTICLE I  
DEFINITIONS

Section 1. The following words, when used in this Declaration (unless the context clearly indicates otherwise), shall have the following meanings;

(a) **"Apartment Owner"** is, at the execution hereof, the Declarant, and shall mean and refer to the legal owner, its successors and assigns, of the Apartment Parcel.

(b) **"Apartment Parcel"** shall mean and refer to the contiguous approximately thirteen and one hundred forty-seven thousandths (13.147) acre tract so designated on the Record map and the improvements located thereon to include approximately 136 rental dwelling units and related private access drives, parking areas, stormwater management facilities, utilities, open space and a portion of the Shared Facilities; all as depicted in the Record Plan.

(c) **"Association"** shall mean and refer to the Westridge Estates Homeowners Association, Inc., its successors and assigns.

(d) **"Borough"** shall mean and refer to the Borough of Phoenixville, County of Chester, Commonwealth of Pennsylvania.

(e) **"Common Area"** shall mean and include that portion of the Townhouse Parcel, in addition to Common Open Space, streets, right-of-way, and off-street parking areas shown on the Final Land Development plan and constructed by Declarant. accessways, walkways, driveways, utility and other servitudes and easements; and without limitation all areas and building elements not included in any Dwelling Unit or Garage Unit including, the air space above each Upper Dwelling Unit or Garage unit and any improvements constructed therein by the Declarant, the roof structure and membrane of each multi-Townhome, multi-Townhouse and Garage Unit building including skylights installed by the Declarant, gutters, downspouts, soffit and ridge vent of each multi-Townhome, multi-Townhouse and Garage Unit building, and the attic area of each of the multi-Townhome and multi-Townhouse buildings provided that the loft area constructed by Declarant and made a part of certain Upper Units as shown on the Record Plan shall not be a part of the Common Area; all as indicated on the Record Plan. Garage Units shown on the Record Plan are not, except as provided hereinabove with respect to the roof structure and membrane, gutters, downspouts, soffit, and ridge vent, included in the Common Area. The Declarant retains the right, but not the obligation, to convey to the ASSOCIATION any or an of the Garage Units shown on the Record Plan and the ASSOCIATION shall have the right and power to be the Grantee of any such conveyance. If any such Garage Units are conveyed to the ASSOCIATION, they may, as the ASSOCIATION shall elect, be leased to Dwelling Unit Owners on such terms and conditions as the ASSOCIATION shall, by resolution, determine and prescribe; and they may, as the ASSOCIATION shall elect, be conveyed to Dwelling Unit Owners. As indicated herein the ASSOCIATION shall maintain the Common Area in a manner which insures its preservation, safety, value and

appearance, complies with all applicable Borough, county, state and federal laws, and retains the functional condition thereof.

The Common Area shall include stormwater retention basins and a sanitary sewage pumping station located on the subject parcel to be constructed by the Declarant and maintained by the ASSOCIATION for the common use and benefit of the Apartment Parcel and the Townhouse Parcel. The locations of these stormwater retention basins and sewage pumping station are indicated on the Record Plan. The Common Area shall also include a portion of the main access drive, certain storm and sanitary sewer lines and a storm water detention basin located wholly or partially on the Apartment Parcel. These facilities shall be maintained by the ASSOCIATION which shall be entitled to certain payments therefor from the Apartment Owner in accordance with Article IV hereinbelow.

(f) "**Common Area Active Recreational Facilities**" shall mean and refer to the swimming and bathing pool, tennis courts, community facility building and grounds including the parking area associated therewith; aggregating approximately two (2.0) acres, as depicted in the Record Plan. The Common Area Active Recreational Facilities shall not be opened for use by any person until the later of: (a) the entry into an Agreement of Sale for conveyance of the Sixty-seventh (67th) dwelling unit; or (b) the guarantee by the Declarant of any operating deficit (membership fees less operating expenses) related to the said facilities until entry into an Agreement of Sale for conveyance of the sixty-seventh (67th) dwelling unit

(g) "**Common Facilities Budget**" shall mean and refer to the annual budget prepared by the ASSOCIATION and separately designating the funds to be allocated to the operation, maintenance, repair, and capital reserve of the Shared Facilities and to the maintenance, repair, and capital reserve with respect to the Common Area Active Recreational Facilities. The annual assessment to be paid by the Apartment Owner to the ASSOCIATION as provided in Article IV hereinbelow, shall be forty-two (42%) percent of the Common Facilities Budget.

(h) "**Common Open Space**" shall mean and refer to that area of land (including the improvements thereon); being a portion of the Townhouse Parcel as depicted on the Record Plan and to be maintained for the common use and enjoyment of the Residents. It shall consist of landscaped or natural terrain including without limitation ponds, streams, pathways and/or active and passive recreational facilities and such buildings and other improvements as are depicted on the Record Plan and are necessary to fulfill its permitted functions. The Common Open Space may be used for only those permitted uses set forth in the Phoenixville Borough Zoning Ordinance as, from time to time, amended.

(i) "**Declarant**" shall mean and refer to Westridge Associates, a Pennsylvania limited partnership. its successors and assigns.

(j) "**Dwelling Unit**" shall mean and refer to any part of a building on the Townhouse Parcel designated on the Record Plan as a single family residence and shall refer generally and collectively to Townhouse and Townhome Units. Ownership of each Lower Unit and each Townhouse Unit as

hereinafter defined shall include ownership of the lands immediately subjacent thereto on which it is erected. Lower Unit ownership shall not include ownership of the airspace occupied by any Upper Unit. Neither shall Lower Unit or Townhouse Unit ownership include ownership of any of the Common Area including the air space above any Upper Unit or any portion of the Common Open Space except as hereinafter provided in Article II, ¶2. Upper Unit ownership shall not include ownership of any of the lands subjacent thereto. Neither shall Upper Unit ownership include ownership of any of the Common Area including the air space above any Upper Unit or any portion of the Common Open Space except as hereinafter provided in Article II, ¶2.

(k) **"Federal Agencies"** shall mean and refer to The Federal Housing Administration, Veterans Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association or other similar entities involved in mortgages.

(l) **"Final Land Development Plan"** shall mean and refer to the Land Development Plan given final approval by the governing body of the Borough on or about July 12, 1988 and recorded on or about August 25, 1988 in the Office of the Recorder of Deeds in and for the of Chester in Subdivision Plan Book I at page 8477 to 8488.

(m) **"Garage" and "Garage Unit"** shall mean and refer to any portion of a Garage Unit building on the Townhouse Parcel designated on the Record Plan as a single Garage Unit Ownership of a Garage Unit shall include ownership of the land immediately subjacent thereto but shall not include ownership of any part of the Common Area or Common Open Space or the airspace above the Garage Unit. The Garage Unit Owner shall not be a member unless he is also a Dwelling Unit Owner but shall have the right of access to the Garage Unit as necessary over the Common Area.

(n) **"Loft"** shall mean and refer to that portion of the attic area of a Townhouse or Townhome Unit depicted as such in the Record Plan and constructed by the Declarant as part of the living and storage area of each such Dwelling Unit and so designated on the Record Plan.

(o) **"Lower Unit"** shall mean and refer to any one (1) story Dwelling Unit on the Townhouse Parcel and each first Door Dwelling Unit in a multi-Townhome building, all as indicated in the Record Plan. Each multi-Townhome building Lower Unit is situated beneath an Upper Unit. Lower Unit ownership shall not include ownership of the airspace occupied by the Upper Unit Neither shall Lower Unit ownership include ownership of any of the Common Area including the air space above any Upper Unit or any portion of the Common Open Space except as provided hereinafter in Article II, ¶2.

(p) **"Party Wall" and "Party Ceiling/Floor"** shall mean and refer to any wall or ceiling/floor built originally as part of a building upon the Townhouse Parcel and placed in a dividing line between two Dwelling Units or Garage Units as indicated on the Record Plan described hereinafter, without regard to any surveyor's error, shifting, settling, or error in construction, repair, or reconstruction which would cause

the described property line to deviate from the center line of a wall or ceiling/floor.

(q) **"Properties"** shall mean and refer to that certain real property more particularly described in Exhibit "A" appended hereto and consisting of the Apartment Parcel and the Townhouse Parcel.

(r) **"Owner"** shall mean and refer to the record fee simple Owner whether one or more persons or entities, of any Dwelling Unit which is located on the Townhouse Parcel, excluding those having such interest merely as security however far the performance of an obligation. Provided, however, that a mortgagee in possession shall be deemed an Owner during the time of possession.

(s) **"Record Plan"** shall mean and refer to the Final Subdivision and Land Development Plan, to which has been added certain information as described in this Declaration and which has been photographically reduced in size and appended hereto as Exhibit "B" and may, if the Declarant so elects, include an As-Built Plan to be filed with the Recorder of Deeds in and for Chester County, Pennsylvania, as an Addendum to this Declaration upon the completion of all buildings and improvements at the Westridge Estates development. The filing of such Addendum shall require the approval of Declarant only.

(t) **"Residents"** shall mean lawful occupants of the Dwelling Units constructed on the Townhouse Parcel as a part of the Westridge Estates residential development including participants in the Equi-Lease program as tenants with a conditional option to purchase the Dwelling Unit leased.

(u) **"Shared Facilities"** shall mean and refer to the on-site sanitary sewage pumping station and those portions of the main access drive, the on and off-site storm water management facilities, and storm water and sanitary sewage transmission lines designated for the joint use of the Apartment Parcel and the Townhouse Parcel on the Record Plan; together with all other utilities, wherever located and whether or not depicted in the Record Plan, constructed and installed for the joint use and benefit of the Apartment Parcel and the Townhouse Parcel.

(v) **"Tenant/ Optionee"** shall mean and refer to participants in the Equi-Lease program of the Declarant with a conditional option to purchase the Townhouse Parcel Dwelling Unit leased; limited and restricted in accordance with, *inter alia*, Article VIII, Section (1) hereinbelow.

(w) **"Townhome Unit"** shall mean and refer to any one-story, Upper Unit or Lower Unit on the Townhouse Parcel as indicated in the Record Plan. Ownership of a Townhome Unit shall not include ownership of the airspace above the Unit. Neither shall ownership of a Townhome Unit include ownership of any of the Common Area or any portion of the Common Open Space as defined herein except as hereinafter provided in Article II, ¶2.

(x) **"Townhouse Parcel"** shall mean and refer to that portion of the Properties so designated on the Record Plan, aggregating approximately thirty-three and three hundred ninety-four hundredths (33.394) contiguous acres together with the improvements located thereon to include one hundred ninety (190) Townhome and Townhouse Units together with ancillary structures and improvements including Garage Unit Buildings, parking areas and accessways, Common Open Space, Common Areas, Active Recreational Facilities, utilities and storm water management facilities, and a portion of the Shared Facilities; all as depicted and designated on the Record Plan.

(y) **"Townhouse Unit"** shall mean and refer to any two or three-story Dwelling Unit on the Townhouse Parcel as depicted on the Record Plan. Ownership of a Townhouse Unit shall not include ownership of the airspace above the unit. Neither shall ownership of a Townhouse Unit include ownership of any of the Common Area or any portion of the Common Open Space as defined herein except as provided hereinafter in Article II, ¶2.

(z) **"Unit"** shall refer generally and collectively, as the context shall express, to Townhome Units, Townhouse Units and/or Garage Units.

(aa) **"Unit Type"** shall refer to the floor area, number of stories, and the number of designed bedrooms of a Townhouse Parcel Dwelling Unit. In addition, certain Townhouse Parcel Dwelling Units will be constructed with garages, lofts, and basements. There are thirteen Unit types in the Westridge Estates residential development as follows:

**TOWNHOME UNITS**

**WESTRIDCE TERRACE**

- Andover (1 bedroom)
- Atherton (1 bedroom with loft)
- Bedford (2 bedroom)
- Bel Air (2 bedroom with loft)
- Coventry (3 bedroom)

**TOWNHOUSE UNITS**

**WESTRIDGE PLACE**

- Durham (3 bedroom)
- Durham (3 bedroom with basement)
- Durham (3 bedroom with basement and garage)
- Eaton (3 bedroom)
- Eaton (3 bedroom with basement)
- Eaten (3 bedroom with basement and garage)

**WESTRIDGE COURT**

- Fenwick (2 bedroom with loft and garage)
- Glenmore (2 bedroom with loft and garage)

Cluster garage bays are located in conjunction with Westridge Terrace and Westridge Place. All Townhouse Parcel Dwelling Units and Garage Units are further described and are under and subject to the Record Plan as defined herein

(bb) **"Upper Unit"** shall mean and refer to any Townhome Unit situate on and supported by a Lower Unit as indicated in the Record Plan

described hereinabove; consisting partially or wholly of air space. Upper Unit ownership shall not include ownership of any of the lands subjacent thereto. Neither shall Upper Unit ownership include ownership of any of the Common Area including the air space above any Upper Unit or any portion of the Common Open Space except as provided hereinafter in Article II, ¶2.

**ARTICLE II**  
**PROPERTY RIGHTS: COMMON AREAS AND FACILITIES**

Section 1. Common Area and Common Open Space Maintenance and Preservation. The Common Open Space shall remain in perpetuity reserved and restricted to open space active and passive recreational facilities, and other such uses permitted by the Phoenixville Borough Zoning Ordinance as, from time to time, amended as the ASSOCIATION may from time to time determine.

(a) The ASSOCIATION shall maintain all Common Open Space, Common Area, and the Shared Facilities in a manner which ensures their preservation and is in compliance with all applicable Borough, County, State or Federal laws and retains the functional condition, safety, value and appearance thereof.

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(b) In the event the ASSOCIATION fails to maintain the Common Open Space, Common Area, or the Shared Facilities, Phoenixville Borough in its capacity as third party non-obligated beneficiary to this Declaration may, but shall not be obligated to, upon thirty (30) days notice to the residents and the ASSOCIATION of right to cure, enter upon the Common Area, perform any required maintenance, assessing and recovering of the cost thereof as provided in Article IV, Section 10, hereof.

Section 2. Owners; Easements of Enjoyment. Every Dwelling Unit Owner shall have a right and easement of enjoyment in and to the Common Area and the Shared Facilities which shall be appurtenant to and shall pass with the title to and be unseverable from each and every Dwelling Unit and the Apartment Owner shall have a right and easement of enjoyment in and to the Common Area Active Recreational Facilities and the Shared Facilities which shall be appurtenant to and shall pass with the title to and be unseverable from the Apartment Parcel; subject to the following provisions:

(a) The right of the ASSOCIATION to charge reasonable and uniform admission and other fees for the use of any active recreational facility situate upon the Common Area including the Common Area Active Recreational Facilities and to suspend the right of access and use of any person during any period of nonpayment, and to charge a rental fee for the use of the Garage Units, if any, shown on the Record Plan, conveyed by the Declarant to the ASSOCIATION, and made a part of the Common Area;

(b) The right of the ASSOCIATION to suspend the voting rights and right of use of the recreational facilities by an Owner for any period during which any assessment against his Dwelling Unit or Garage Unit remains unpaid, and to suspend the right of access to and use of an Owner and a delegatee of the Apartment Owner pursuant to Section 3 of this Article for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the ASSOCIATION 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 ASSOCIATION. No such dedication or transfer shall be effective unless the same is designated on the Final Land Development Plan, the Record Plan, or the As-Built Plan, if any, or an instrument agreeing to such dedication or transfer signed by the Apartment Owner and by two-thirds (2/3) of each class of members of the ASSOCIATION other than the Apartment Owner has been recorded or unless such dedication is required or authorized herein.

(d) The area designated as Common Area or Common Open Space shall remain open and used for active and passive recreational purposes consistent with the Final Land Development Plan and the Record Plan.

(e) The right of the ASSOCIATION to charge a reasonable and appropriate and uniform penalty assessment for rule infractions.

(f) The duty of the Apartment Owner to make payments to the ASSOCIATION in accordance with Article IV below

Section 3. Delegation of Use, Any Owner may delegate, in accordance with the Articles of Incorporation, the Declaration, and the By-Laws of the ASSOCIATION, his right of enjoyment of the Common Area and facilities including the Common Area Active Recreational Facilities and the Shared Facilities to the members of his family, his guests, or his tenants who reside in the said Owner's Dwelling Unit. The Apartment Owner may delegate its right of access to and enjoyment of the Common Area Active Recreational Facilities and the Shared Facilities to its tenants residing in dwelling units located on the Apartment Parcel, their families and guests. Neither the Apartment Owner nor its delegates shall have any right, as such, to the use of parking areas located on the Townhouse Parcel other than those made a part of the Common Area. Active Recreational Facilities. Neither Owners nor their families, invitees, or guests shall have any right, as such, to the use of parking areas located on the Apartment Parcel.

Section 4. Parking Rights. Ownership of each Dwelling Unit shall entitle the Owner thereof to the use of not more than two (2) automobile parking spaces located on the Townhouse Parcel, which shall be as near and convenient to said Dwelling Unit 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 ASSOCIATION. Garage Units, if any, shown on the Record Plan and conveyed by the Declarant to the ASSOCIATION shall be available for lease or sale

to Dwelling Unit Owners on such terms and conditions as the ASSOCIATION shall, from time to time, determine.

Section 5. Grant of Cross Rights, Easements, Restrictions and Covenants. Each Unit shall be, and it hereby is, made subject to the following rights, easements, restrictions and covenants in favor of each adjoining and abutting and supporting or supported Unit and in favor of the ASSOCIATION whether such juncture is horizontal or vertical:

(a) An easement within the party walls and party ceiling/floors for the installation, maintenance, use, repair, removal and replacement of any lighting fixtures, electrical receptacles, and like fixtures which are located in any portion of any party wall or party ceiling/floor; provided, that any such installation, maintenance, use, repair, removal or replacement of any such fixtures shall not unreasonably interfere with the adjoining or abutting Dwelling Units or with the use thereof, or impair or structurally weaken any load-bearing wall or ceiling/floor.

(b) An easement within the party walls and party ceiling/floors for driving and removing nails, screws, bolts, staples and other similar fastenings from the surface of a party wall or party ceiling/floor into the common portion of such party wall or party ceiling/floor, provided that such action will not unreasonably interfere with the adjoining or abutting Dwelling Unit or the use thereof, or impair or structurally weaken any load-bearing wall or ceiling/floor.

(c) An easement for the installation, passage, maintenance, use, repair, removal and replacement of utility equipment, meters, domestic water and sewer drains, ventilation ducts, fireplace flues, exhaust and sewer vents, and service electrical, telephone, and cable television wiring appertaining to and serving or benefiting any Dwelling Unit or Garage Unit and required to pass across, through, or on any other Dwelling Unit or Garage Unit or any party wall or party ceiling/floor; provided that no Dwelling Unit or Garage Unit Owner or his agent shall enter an adjoining Dwelling Unit or Garage Unit for any such purpose except at reasonable hours, upon reasonable notice to the Owner thereof, and in the presence of a person designated by such other Owner; provided, however, that, in an emergency or if the consent of such other Owner be unreasonably withheld or delayed, the ASSOCIATION or its agent or employee on behalf of the Owner requiring entry shall cause entry to be made into such other Dwelling Unit or Garage Unit for the sole purpose of making necessary installation, maintenance, repair, removal or replacement of utility equipment. All damage caused by such entry, installation, maintenance, use, repair, removal and replacement shall be repaired at the expense of the Dwelling Unit or Garage Unit Owner or Owners benefiting therefrom. Utilities within the intendment of this provision include, but are not limited to, sewer, water, telephone, Cable T.V., electrical, storm water traversing the Properties either horizontally or vertically (as from an Upper Unit to the ground subjacent to a Lower Unit). The identity and approximate location of certain utility metering locations and the location of the telephone pedestal and cable television master connection panel included within the intendment of this provision are depicted in the Record Plan.

Electric service within Westridge Estates development shall be supplied only from the underground distribution system in accordance with the applicable tariff provisions of the regulated supplier, its successors or assigns then approved by the Pennsylvania Public Utility Commission or its successor.

(d) Each Dwelling Unit and Garage Unit Owner shall maintain all portions of his Dwelling Unit and/or Garage Unit in such condition as to ensure the exterior appearance of his Dwelling Unit and/or Garage Unit, the structural support of the adjoining and supported Dwelling Unit and/or Garage Units and an impervious condition with respect to the elements, and no Dwelling Unit or Garage Unit Owner shall so fail to maintain or repair his Dwelling Unit or Garage Unit whether as a result of deterioration over time, mishap or accident, damage by fire, wind, water or other elements, or otherwise without limitation, as to materially impair the exterior appearance, the habitability, or value of his or any other Dwelling Unit or Garage Unit. In the event that a Dwelling Unit or Garage Unit is so damaged, or the appearance, habitability, or value of a Dwelling Unit or Garage Unit is so impaired, the proceeds from any applicable insurance policy covering the destruction or damage of any exterior party wall or party ceiling/floor, and items affecting other Dwelling Unit or Garage Units shall be assigned to the ASSOCIATION as Trustee. The ASSOCIATION shall then be liable to repair, rebuild or replace with new materials of substantially like size, kind and quality such exterior, or party wall or party ceiling/floor, or items affecting other Dwelling Unit or Garage Units which were damaged or destroyed by such causes. Any excess of proceeds above and beyond the amount used to repair, rebuild or replace will be distributed to the individual Owner or Owners directed affected by the damage in proportion to the amount of damage suffered.

Where no insurance was carried or where insurance coverage is inapplicable for any reason or where the insurance proceeds are insufficient to cover the cost of repair, rebuilding or replacing, then the cost or additional cost shall be assessed by the ASSOCIATION as provided in Article IV, Section 8 below and the proceeds of this assessment shall then be used to effect the repairs in the same manner as described above. On request of any Owner of a Dwelling Unit or Garage Unit affected thereby, repairs or maintenance of any of the utilities or elements described in Section 5(c) above shall be made by or at the direction of the ASSOCIATION and the cost thereof shall be assessed by the ASSOCIATION as provided in Article IV, Section 8 below against the Dwelling Unit or Garage Unit in which need for the repair or maintenance originated or, if the identity of such Dwelling Unit or Garage Unit cannot be determined, pro rata by all Owners directly affected by the damage or malfunction. The determination by the ASSOCIATION as to the Owner or Owners to be so assessed shall be made by a majority of the Board of Directors thereof and shall be final without right of appeal of any kind. This provision and all insurance procured hereunder shall not apply to the contents of the buildings. The contents of any Dwelling Unit or Garage Unit and any insurance covering such contents remain the sole responsibility and liability of the Dwelling Unit or Garage Unit Owner.

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(e) Stairway, Ownership of the exterior stairway and the storage area underneath same is appurtenant to the lower Townhome Unit. The stairway to each Upper Unit shall be, and hereby is declared to be a permanent easement and right-of-way on behalf and for the benefit of the Upper Unit Owner. Each Upper Unit Owner shall maintain and repair and keep such stairway orderly, clean, and fully maintained

(f) Who May Enforce Cross Rights. The covenants, agreements, easements and restrictions contained in this Article II shall be enforceable by the ASSOCIATION, the Apartment Owner and by any Dwelling Unit or Garage Unit Owner or mortgagee, including Declarant so long as it remains such an Owner, of any benefited Dwelling Unit or Garage Unit.

(g) Upper Unit Owners, their servants, invitees, tenants, visitors, agents, utilities, facilities, etc., shall enjoy a right of easement and access to and on the stairway for their Dwelling Unit and across, through and under the ground in front of said stairway, connecting the stairway with the nearest Common Open Space or public access and utility easement This easement shall burden the respective Lower Unit and, if needed for access, any adjacent Lower Unit.

(h) Portions of the Properties shall be subject to public access and utility easements. Responsibility for removing snow and repairing walkways shall be in the ASSOCIATION. Utilities including, but not limited to, electric. water, Cable T.V., and sewer, for any or all Dwelling Units and Garage Units may be located within these areas, the party ceiling/floors, and within the common attic area of each multi-Townhouse and Townhome Unit building. The general public, including any person or group not banned for just cause by the ASSOCIATION, and including delegates of the Apartment Owner pursuant to Section 3 of the Article may use walkways in these areas for access.

(i) Appurtenant to certain Upper Units as indicated in the Record Plan shall be an easement for storage purposes over that portion of the attic area located directly above the Unit and equipped by the Declarant with flooring for that purpose. No additional flooring may be installed and no other portion of the attic may be used for any purpose except as described above. Appurtenant to Upper Units as indicated in the Record plan shall be a loft located within the multi-Townhouse and Townhome building attic area which loft shall not be a part of the Common Area. Each such Upper Unit shall have an easement for storage purposes over that portion of the Common Area adjacent to the appurtenant loft if any, equipped by the Declarant with access thereto and flooring for that purpose. No additional flooring may be installed and no other portion of the common attic area may be used for any purpose except as described above.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Dwelling Unit and the Apartment Owner shall be a member of the ASSOCIATION. Every Owner of a Dwelling Unit shall be, during the period of such ownership and by virtue thereof, a member

of the ASSOCIATION. Membership shall be appurtenant to and may not be separated from ownership of any Dwelling Unit. Ownership of a Garage Unit shall be neither necessary nor sufficient to create membership in the ASSOCIATION.

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Section 2. Classes of Membership and Voting Rights. The ASSOCIATION shall have three (3) classes of voting membership as follows:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Dwelling Unit owned. When more than one (i) person holds an interest in any Dwelling Unit all such persons shall be members and the vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Dwelling Unit.

Class B, The Class B Member/Members shall be the Declarant and shall be entitled to three (3) votes for each Dwelling Unit owned.

Class C. The Class C Member shall be the Apartment Owner and shall be entitled to one hundred thirty-six (136) votes with respect to all matters related to the construction, reconstruction repair, replacement, maintenance, regulation and use of the Common Area Active Recreational Facilities and the Shared Facilities and with respect to the annual Common Facilities Budget The Class C Member shall not otherwise be entitled to any vote.

ARTICLE IV  
COVENANT FOR MAINTENANCE AND ASSESSMENT

Section 1. Creation of the Lien and personal Obligation of Assessments.

(a) The Declarant, for each Dwelling Unit and Garage Unit owned and occupied within the Townhouse Parcel, hereby covenants, and each Owner of any Garage Unit or Dwelling Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, including any purchaser at a judicial sale or heir or devisee of a deceased Owner, is deemed to covenant and agree to pay to the ASSOCIATION: (1) annual assessments or charges, including any applicable penalty and (2) special restoration assessments for repairs and maintenance of any Dwelling Unit or Garage Unit, and (3) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. A portion of the annual assessment shall be expressly designated as and included in a separate budget denominated as the Common Facilities Budget and shall be for the purpose of maintenance (including: maintenance of Westridge Drive, street lighting, road repairs, snow removal, street cleaning; maintenance of the Shared Facility pump station; maintenance of the Shared Facility sewer lines; maintenance of the shared storm water detention facilities and basins; and maintenance -- but not operation -- of the Common Area Active Recreational Facilities) and capital reserve related to the Common Area Active Recreational Facilities and the Shared Facilities. The right of the Apartment Owner and its delegates to use of these facilities shall be under and subject to and shall be

conditioned on payment by the Apartment Owner at such times and including such penalties as are applicable to annual assessments generally of an amount equal to forty-two (42%) percent (being the ratio of the total number of Apartment dwelling units to the total number of Apartment and Townhouse/Townhome dwelling units to be constructed on the Subject Property) of the total annual assessment so expressly designated and the Declarant, for itself and its successors in interest with respect to the Apartment Parcel, hereby covenants to make such annual payment to the ASSOCIATION. On default of payment by the Apartment Owner of the annual assessment, lessees of apartment units on the Apartment Parcel shall be entitled to thirty (30) days' notice and opportunity to cure prior to the exercise of any other remedies by the ASSOCIATION other than the commencement of suit against the Apartment Owner and/or the filing or perfection of a lien against the Apartment Parcel. Notice shall consist of prominent posting within the Common Area Active Recreational Facilities and at one or more bulletin boards, if any, maintained in areas available to the public on the Apartment Parcel. Cure shall consist of payment in cash or its equivalent of all arrearages including any applicable late fees, interest, and penalties. In addition, use of the Common Area Active Recreational facilities by delegates of the Apartment Owner shall be under and subject to and shall be conditioned on payment by each such delegatee to the Homeowners Association of the annual individual fee (set in an amount no greater than that necessary to defray the cost to the ASSOCIATION of operation of the said facilities), if any, set annually by the ASSOCIATION pursuant to Section 3. of this Article. The annual and special assessments, together with interest costs, and a reasonable attorney's fee, shall be a charge on the Dwelling Unit or Garage Unit 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 who was the Owner of the Dwelling Unit or Garage Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by such successor.

(b) Notification. The contract seller of a Dwelling Unit or Garage Unit shall notify the Board of Directors of the ASSOCIATION of his intent to sell the Unit so that an Estoppel Certificate may be prepared. The Apartment Owner may at any time request an Estoppel Certificate as described in sub-Section (c) of this Section and with respect to assessments and other charges required to be paid by the Apartment Owner hereunder.

(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 Dwelling Unit or Garage Unit at the date of Issuance and certify as to whether or not there are violations of the Governing Documents remaining on the Dwelling Unit or Garage Unit 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 Seller. No conveyance shall discharge the personal liability of the Grantor 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 Dwelling Unit or Garage Unit have been paid. A properly executed Certificate of the ASSOCIATION as to the status of assessments on a Dwelling Unit or Garage Unit 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 2. Purpose of Assessments. The assessment levied by the ASSOCIATION shall be used exclusively to promote the recreation, health, safety, and welfare of the residents of the properties and for the improvement and maintenance and operation of the Common Area including the Common Area Active Recreational Facilities and the Shared Facilities, and the performance of the obligations of the ASSOCIATION, including the cost of operation of the ASSOCIATION and service and retirement of any debt incurred pursuant to Article XI below or for the purpose of equipping or furnishing the Common Area Active Recreational Facilities.

Section 3. Maximum Assessments and Fees. Until January 1 of the year immediately following the conveyance of the first Dwelling Unit to a Class A Member, the maximum monthly assessment shall be:

REQUIRED MONTHLY PER DWELLING UNIT ASSESSMENT	
Andover	\$78.06
Atherton	91.68
Bedford	97.37
Bel Air	110.87
Coventry	113.87
Cluster Garage Bay	10.00
Durham (3 bedroom)	122.95
Durham (3 bedroom with basement)	139.87
Durham (3 bedroom with basement and garage)	141.61
Eaton (3 bedroom)	125.84
Eaton (3 bedroom with basement)	142.75
Eaton (3 bedroom with basement and garage)	144.50
Fenwick and Glenmoore	150.94
ANNUAL ASSESSMENT OF THE APARTMENT OWNER	\$15,226.00

(a) From and after January 1 of the year immediately following the conveyance of the first Dwelling Unit to a Class A-Member, the maximum annual assessment may be increased each year not more than Fifteen Percent (15%) above the annual assessment for the previous year. Increases in assessments pursuant to this sub-paragraph (a) shall not require a vote of the members of the ASSOCIATION provided that the Apartment Owner may in any year by delivering written notice to the ASSOCIATION no later than fifteen (15) days following receipt by the Apartment Owner of notice of adoption of the Common Facilities Budget, demand a vote of the members with respect to the Common Facilities Budget. In the event of such demand, the vote of the members shall be conducted in accordance with Section 3(b) of this Article.

(b) From and after January 1 of the year immediately following the conveyance of the first Dwelling Unit to a Class A Member, the maximum annual assessment may only be increased above the respective maximum amounts permitted by sub-paragraph (a) above by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting of the ASSOCIATION duly called for that purpose.

(c) The Board of Directors of the ASSOCIATION may annually by resolution fix the annual assessment at an amount not in excess of the maximums set forth above. Fees, if any, fixed by the ASSOCIATION pursuant to Section I(a) of this Article for the use by members and delegates of the Apartment Owner of the Common Area Active Recreational Facilities and rental charges with respect to the Garage Units, if any, conveyed by the Declarant to the ASSOCIATION and located on and as a part of the Common Area shall not be included in the annual assessment described herein. Fees charged to the Apartment Owner or its delegates pursuant to this sub-Section shall be no less favorable than the fees charged to members or Owners.

Section 4. 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 exceeding any capital reserve theretofore accumulated for any construction, reconstruction, repair or replacement of a capital improvement upon the Common Open Space or Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the consent of at least two-thirds (2/3) of the total number of votes that may be cast by all classes combined in person or by proxy at a meeting duly called for that purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 & 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 and 4 above shall be sent to all members and to the Apartment Owner 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 members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, the continued meeting shall be adjourned to a day certain. At any such adjourned date, or continued meeting held thereafter, a quorum shall consist of not less than fifty-one percent (51%) of the total number of votes that may be cast by all classes combined in person or by proxy at a meeting duly called for this purpose.

Section 6. Uniform Rate of Assessment. Both annual and special assessments for capital improvements shall be fixed at a uniform rate for all Dwelling Units or Garage Units of a given Unit Type. The Board may authorize, in its discretion, that a special assessment to be paid on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates, The annual assessments provided for herein shall commence as to any Dwelling

Unit or Garage Unit on the earlier of the following (i) the conveyance of the unit to a member, or (ii) the granting of any occupancy permit for that Unit. The first annual assessment shall be adjusted and pro rated according to the number of months remaining in the calendar year. With respect to the Apartment Owner, the annual assessment shall commence on the first day of the month next following the later of (i) the opening for use of the Common Area Active Recreational Facilities; and (ii) the occupancy of fifty (50%) percent of the dwelling units located on the Apartment Parcel. The Board of Directors shall fix the amount of the annual assessment against each Dwelling Unit at least thirty (30) days in advance of the close of each calendar year cycle. Written notice of the annual assessment shall be sent to every Owner subject thereto and to the Apartment Owner. One twelfth (1/12) of the annual assessment shall become due on the first day of each calendar month. Unless objection to the assessment is made by fifty-one (51%) of each class of members entitled to vote thereon within fifteen (15) days after the date of mailing such notice, the same shall be deemed adopted and shall be binding on all members and upon the Apartment Owner as provided. In the event of timely objection by the Apartment Owner to the Common Facilities Budget, the same shall be deemed not to have been adopted, the Common Facilities Budget for the preceding year shall be deemed to have been readopted as an interim Common Facilities Budget and shall remain in force unless and until a superseding Common Facilities Budget is adopted following a vote of two-thirds (2/3) of the members in accordance with Section 3(b) of this Article.

Section 8. Special Assessments. In the event an Owner of any Dwelling Unit or Garage Unit fails to maintain the Dwelling Unit or Garage Unit as provided herein, or in the event such premises are damaged by deterioration or mishap or accident or the elements as explicated in Article II, Section 5(d) above, the ASSOCIATION, after notice to the Owner and approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Dwelling Unit or Garage Unit to correct and to repair, maintain and restore the Dwelling Unit or Garage Unit and the exterior of the buildings and any other improvements erected thereon or therein or the utilities serving or located in more than one Dwelling Unit or Garage Unit as described in Article II, Section 5(c) above. All costs related to such correction repair or restoration shall become a Special Assessment upon the Dwelling Unit or Garage Unit as shall be determined by the ASSOCIATION in accordance with Article II, Section 5(d) above and as such shall be regarded as any other assessment with respect to lien and other rights of the ASSOCIATION and remedies provided for nonpayment.

Section 9. Effect of Nonpayment of Assessments: Remedies of the ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear a penalty in an amount and interest from the due date at a rate to be determined from time to time by and published as a regulation and resolution of the Board of Directors of the ASSOCIATION. The ASSOCIATION may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Dwelling Unit or Garage Unit. 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 Dwelling Unit or Garage Unit or for any other reason.

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(a) Each Owner of any dwelling or garage on becoming an Owner of such Dwelling Unit or Garage Unit, shall be deemed to covenant and agree to the enforcement of all assessments in the manner specified in this Declaration. Each Owner of such Dwelling Unit or Garage Unit agrees to pay a reasonable attorney's fee as established by resolution from time to time by the Board and costs incurred in the collection of any assessment against such Owner and/or his Dwelling Unit or Garage Unit, 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 or regulations of the ASSOCIATION as against such Owner and/or his Dwelling Unit or Garage Unit. Each Dwelling Unit and Garage Unit Owner covenants and agrees to be bound by and to comply with any and all regulations of the ASSOCIATION as they are from time to time published. For this purpose, a regulation shall be published if it is duly adopted at a duly noticed meeting of the Board of Directors of the ASSOCIATION in accordance with the By-Laws thereof, is made available for inspection by members of the ASSOCIATION in the Minute Book and/or the Book of Regulations of the ASSOCIATION, and a copy thereof is mailed by First Class Mail, Postage prepaid to the registered Owner of each Dwelling Unit or Garage Unit. Neither recording nor any personal notification beyond that specified in this sub-Section shall be necessary to the enforceability of any such regulation against any Owner, member, or Dwelling Unit or Garage Unit and publication as defined herein shall be constructive notice of the contents of the regulation published to each member and each Owner of a Dwelling Unit or Garage Unit, their families, guests, invitees, licensees and lessees and to the Apartment Owner and its designee.

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(b) Any assessment installment not paid within fifteen (15) days after the due date shall be delinquent. Thereupon, the ASSOCIATION shall provide notice of such delinquency and may; (i) declare the entire balance of such Annual or Special Assessment due and payable in full; and/or (ii) charge a late fee in an amount to be set by the Board and entered in the Book of Resolutions; (iii) upon registered certified or personally delivered 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; (iv) employ other remedies available at law or equity or without limitation of the foregoing, by either of the following procedures:

1. Enforcement by Suit. The ASSOCIATION may commence and maintain a lawsuit against any Dwelling Unit or Garage Unit Owner or Owners for such delinquent assessments as to which they are obligated and for violation of any published regulation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of twelve percent (12%) per annum from the date of delinquency, costs of collection, court costs and reasonable attorney's 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 Dwelling Unit and Garage Unit to secure payment to the ASSOCIATION of any and all assessments levied against any and all Owners of such Dwelling Units or Garage Units 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 attorney's fees, as may from time to time be established by Resolution of the Board. At any time alter 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 of hen or a lien, but any number of defaults may be included within a single demand or claim of Liar or lien, and any demand or claim of lien or lien on account of prior delinquencies shall be deemed to include subsequent delinquencies and amounts 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 or Lien on behalf of the ASSOCIATION against the Dwelling Units or Garage Unit of the Defaulting Owner in the Office of the Recorder of Deeds or with the Prothonotary of the County, or both. Such Claim or Lien shall be executed and acknowledged by any officer of the ASSOCIATION and shall contain substantially the following information:

- (i) The name of the delinquent Owner;
- (ii) The legal description and/or street address and/or Dwelling Unit or Garage Unit number of the Dwelling Unit or Garage Unit 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 costs, and attorney's 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 Dwelling Unit or Garage Unit 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 or Lien, the lien claimed therein shall immediately attach and become effective in favor of the ASSOCIATION as a lien upon the Dwelling Unit or Garage Unit against which such assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the Claim of Lien thereof, except for our liens for real property taxes and assessments on any Dwelling Unit or Garage Unit in favor of any municipal or other governmental body assessing the Dwelling Unit or Garage Unit, and the lien of any bona fide first mortgage.

c. Any such lien may be foreclosed by appropriate action in any court of competent jurisdiction 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.

a. In the event of nonpayment of assessments or other charger imposed hereunder against the Apartment Owner, the sole remedies of the ASSOCIATION shall be (i) termination of the right of delegatees of the Apartment to use of the Common Area Active Recreational Facilities; (ii) enforcement by lien levied against the Apartment Parcel of any charges, including interest penalties and reasonable attorney's fee, related to the operation, maintenance, and capital reserve with respect to the Shared Facilities. Enforcement of said lien by the ASSOCIATION shall be in substantial conformance with sub-Sections (a) - (c) of this Section; and (iii) enforcement by suit against the Apartment Owner.

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Section 10. Enforcement of Borough Assessments:

(a) In the event that the ASSOCIATION shall, at any time after establishment of the Westridge Estates, fail to maintain the Common Open Space or the Shared Facilities in reasonable order and condition in accordance with this Declaration, Phoenixville Borough may serve written notice upon the ASSOCIATION or upon the residents of the Westridge Estates development setting forth the manner in which the ASSOCIATION has failed to maintain the Common Open Space or the Shared Facilities in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance 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 Phoenixville Borough may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be corrected. If the deficiencies set forth in the original notice or in the modification thereof shall not be corrected within thirty (30) days or my extension thereof, Phoenixville Borough, in order to preserve the taxable values of the Dwelling Unit or Garage Units within the Westridge Estates development and to prevent the Common Open Specs or the Shared Facilities from becoming a public nuisance, and/or to further any other proper public and municipal purpose may, but shall not have the duty to, enter upon said Common Open Space or the Shared Facilities and maintain the same for a period of one (1) year as the Borough shall determine. Said maintenance by Phoenixville Borough shall not constitute a taking of said Common Open Space or the Shared Facilities, nor vest in the public any rights to use the same. Before the expiration of said year, Phoenixville Borough shall, upon its initiative or upon the request of the ASSOCIATION, call a public hearing upon notice to such ASSOCIATION; or to the residents of the Westridge Estates development, to be held by the Borough Council or its designated agency, at which hearing the ASSOCIATION or the residents of the Westridge Estates development shall show cause why such maintenance by Phoenixville Borough shall not, at the option of said Borough, continue for a succeeding year. If the Borough Council or its designated agency, shall

determine that such ASSOCIATION is ready and able to maintain said Common Open Space or the Shared Facilities in reasonable condition, Phoenixville Borough shall cease to maintain the Common Open Space or the Shared Facilities at the end of said year. If the Borough Council or its designated agency shall determine that the ASSOCIATION is not ready and able to maintain said Common Open Space or the Shared Facilities in a reasonable condition, Phoenixville Borough may, in its discretion, continue to maintain said Common Open Space or the Shared Facilities during the next succeeding year and, subject to a similar hearing and determination, in each year thereafter. The decision of the Borough Council or its designated agency shall be subject to appeal to court in the same manner, and within the same time limitation, as is provided by law for zoning appeals.

(b) The cost of such maintenance by Phoenixville Borough shall be assessed ratably against the Dwelling Units or Garage Units within the Westridge Estates Development and in the case of maintenance of the Shared Facilities, against the Apartment Owner, that have a right of use and enjoyment of the Common Open Space or the Shared Facilities, and shall become a lien on said Dwelling Units, Garage Units or the Apartment Parcel. Phoenixville Borough at the time of entering upon said Common Open Space or the Shared Facilities for the purpose of maintenance shall file a notice of lien in the Office of the Prothonotary of Chester County, upon the Dwelling Units, Garage Units or the Apartment Parcel affected by the Lien within the Westridge Estates Development

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein and imposed by the ASSOCIATION shall be subordinate to the lien of any bona fide first mortgage. Sale or transfer of any Dwelling Unit or Garage Unit or the Apartment Parcel shall not affect the assessment lien. However, the sale or transfer of any Dwelling Unit or Garage Unit or the Apartment parcel pursuant to mortgage foreclosure or any similar judicial proceeding in Lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. NO sale or transfer shall relieve such Dwelling Unit or Garage Unit or the Apartment Parcel from liability for any assessments thereafter becoming due or from the lien thereof. Provided that, nothing contained in this Section shall affect any lien or the priority thereof related to a charge or assessment imposed by the Borough of Phoenixville.

Section 12. Maintenance.

(a) The ASSOCIATION shall be responsible for and shall provide, at the expense of the Dwelling Unit or Garage Unit Owners as reflected in the annual assessment; grounds maintenance, trash removal, snow removal, Common Area electric charges, water and sewer rents and charges, real estate taxes, insurance as required of the ASSOCIATION by this Declaration, capital investment reserve and accounting and office services. Debt service, maintenance, and security with respect to the Garage Units, if any, conveyed by Declarant to the ASSOCIATION and leased by the ASSOCIATION to Owners shall be the responsibility of the ASSOCIATION. The ASSOCIATION shall additionally be responsible for and shall provide necessary maintenance, repair, road and sidewalk snow and

ice removal, utility service, insurance, and capital reserve related to the Shared Facilities and the Common Area Active Recreational Facilities and shall provide sufficient furnishings and personnel for the operation of the Common Area Active Recreational Facilities.

(b) Maintenance of Dwelling Units and Garage Units by ASSOCIATION. If any Dwelling Unit or Garage Unit Owner fails to maintain the interior of his Dwelling Unit or Garage Unit and such failure shall jeopardize adjacent Dwelling Units or Garage Units, the ASSOCIATION shall have the right to enter upon the Dwelling Unit or Garage Unit and perform the maintenance. Such maintenance shall be made only after ten (10) days written notice to the Owner, except in the event of an emergency, The cost of such maintenance shall be assessed against the Dwelling Unit or Garage Unit which such maintenance is performed as a special assessment. The ASSOCIATION may promulgate, publish, and enforce regulations reasonably necessary to the health, welfare, and/or safety of the Residents and governing the conduct of Dwelling unit and Garage Unit owners and their families, guests, invitees, licensees, and lessees either within or without a Dwelling Unit or Garage Unit.

(c) For the purpose of performing any authorized exterior or interior maintenance permitted by this Declaration, the ASSOCIATION through its duly authorized agents, contractors, or employees, shall have the right, after reasonable notice to the Dwelling Unit or Garage Unit Owner to enter any Dwelling Unit or Garage Unit at reasonable hours.

(d) Any Dwelling Unit or Garage unit Owner shall have the right to enter any adjacent portion of the Townhouse Parcel and/or Dwelling Unit or Garage Unit for the purpose of maintenance to his Dwelling Unit or Garage unit, the common Party Wall or Party Ceiling/Floor, facilities with in the Party Wall or Party Ceiling/Floor, or facilities in the adjacent portion of the Townhouse Parcel and/or Dwelling Unit or Garage Unit which services said Owner's Dwelling Unit or Garage Unit, provided that reasonable notice and hours are observed and notice is given to the ASSOCIATION as well.

(e) The ASSOCIATION shall maintain, operate, repair and monitor the community sewer system or portions thereof approved by applicable authorities and not dedicated or leased to a public body including the portion thereof constituting Shared Facilities. Dwelling Unit Owners are required to connect to such system, the expense of which connection shall be borne by the Declarant. Costs of operation, maintenance, or repair of said system shall be included in the annual assessment, and in the event of nonpayment of such sewage charges, it shall be deemed a default in dues as herein defined. In the event of the failure or refusal of the ASSOCIATION to maintain, operate, repair and monitor the community sewer system or systems, the Borough Council of Phoenixville Borough and/or the Municipal Authority of the Borough of Phoenixville and/or the Chester County Department of Health, after ten (10) days notice (or in the event of emergency, immediately), may, but shall not be obligated to, enter upon the premises and maintain, operate and repair the same, assessing the costs thereof ratably among the Dwelling Unit Owners and, in the case of the Shared Facilities; the Apartment

Owner served thereby as a municipal lien. In the event of the failure or refusal of the ASSOCIATION to maintain, operate, repair and monitor the Shared Facilities or any part thereof, the Apartment Owner, after ten (10) days notice (or in the event of emergency, immediately), may, but shall not be obligated to, enter upon the Townhouse Parcel and may maintain, operate and repair the same, assessing the proportionate costs thereof against the ASSOCIATION or ratably among the Dwelling Unit Owners.

ARTICLE V  
ARCHITECTURAL CONTROL: PROTECTIVE COVENANTS

Section 1. Architectural Control, Excepting any original construction by Declarant, no building, fence, wall, improvement or other structure shall be commenced, erected, maintained or used upon the Townhouse Parcel, nor shall any exterior addition to or change or alteration thereof be made, nor shall any interior change or alteration affecting an exterior, load bearing, or party wall or ceiling/floor be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing-as to safety and harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the ASSOCIATION, or, if then existing, by an Architectural Control Committee (hereinafter referred to as the "Architectural Control Committee") composed of three (3) or more Members appointed by the Board.

Any proposed change by any Owner, other than Declarant, in the existing color or finish of any exterior surface of any Dwelling Unit shall also be submitted to and approved by the Board of Directors or the Architectural Control Committee as above provided. Whether proposed exterior maintenance constitutes a change within the meaning of this section shall be determined by the Board of Directors or the Architectural Control Committee or a simple majority thereof whose decision in this; regard shall be final without right of appeal or further review of any kind. In the event the Board of Directors or the Architectural Control Committee shall fail to approve in writing such requested change, design, color and location within sixty (60) days after said plans and specifications have been submitted to it, approval shall be deemed to have been denied. The first order of business of the Architectural Control Committee shall be to establish standards by which requested changes shall be judged; which standards shall be published in the same manner as is hereinabove provided for regulations of the ASSOCIATION.

Section 2. Protective Covenants. Without intending to limit the generality of the foregoing provisions of Section 1 of this Article V, the following restrictions are imposed as a common scheme upon all of the Townhouse Parcel.

(a) no above-ground tank; for storage of gas or liquids may be maintained on the Townhouse Parcel;

(b) firewood may be stored only if neatly and safely stacked on the rear porch or rear patio of a Dwelling Unit;

(c) no animals, livestock or poultry of any kind shall be raised bred or kept in any Dwelling Unit or Garage Unit or on the Townhouse Parcel, except that dogs, cats or other domesticated household pets may be kept, provided that they are not kept bred or maintained for any commercial purpose and provided that nor more than one (1) pet may be kept in any Dwelling Unit and said pet shall have a weight at maturity of no more than twenty-five (25) pounds and shall be under leash when in the Common Areas and all waste thereof shall be immediately disposed of by the Owner and provided that the keeping of said pet is in conformance with the Rules and Regulations established from time to time by the ASSOCIATION;

(d) no garbage, refuse, rubbish or cutting shall be deposited on the Townhouse Parcel or on any street, sidewalk or parking area unless placed in an appropriate sealed plastic trash bag and deposited in the refuse collection containers provided and maintained by the ASSOCIATION;

(e) no commercial or other non-passenger vehicle of any type and no unlicensed motor vehicle of any type shall be parked in the Common Area including automobile parking spaces and Garage Units other than as may be used by the Declarant in conjunction with building operations or by persons currently performing services or deliveries or improvements to a Dwelling Unit or Garage Unit; or to the Areas or facilities thereon

(f) no boat or recreational vehicle of any type shall be permitted on the Townhouse Parcel for more than fourteen (14) days unless garaged or screened in a manner acceptable to the Board of Directors of the ASSOCIATION, or the Architectural Control Committee;

(g) no outside radio or television antennas shall be erected on the Townhouse Parcel unless and until permission for the same has first been granted by the Board of Directors of the ASSOCIATION or the Architectural Control Committee;

(h) no drying or airing of any clothing or bedding shall be permitted outdoors on the Townhouse Parcel, and clothes handling-devices such as Lines, reels, poles, frames, etc., shall not be erected;

(i) no noxious, unsightly or offensive activity, including vehicle repairs, shall be conducted on the Townhouse Parcel or on any portion of the Common Area by any Resident or Owner, nor shall anything be permitted to be done thereon which may be or may become an annoyance or nuisance of the Residents of Westridge Estates;

(j) no fence, wall, building or other structure shall be commenced, erected or maintained in any portion of the Common Area (except those constructed by Declarant);

(k) no above-ground swimming pool or outdoor storage shed shall be commenced, erected or maintained on the Townhouse Parcel or in any portion of the Common Area by any Dwelling Unit or Garage Unit Owner

or any Resident;

(l) each Dwelling Unit shall be used for residential living purposes only and each Garage Unit shall be used only for intermittent storage of noncommercial vehicles, and no business or commercial enterprise or building shall be commenced, erected or maintained on the Townhouse Parcel or in any Dwelling Unit or Garage Unit and no business may be conducted on or in any part thereof; provided, however, Declarant shall at all times have the right to maintain a general sales office on the Townhouse Parcel, to maintain any Dwelling Unit or Garage Unit as a modal or for speculative inventory, and to enter upon the Common Area and facilities and Dwelling Units and Garage Units owned by Declarant to take any actions, including displays to third parties relating to selling, lease or rental activities of Declarant;

(m) no sign, other than signs erected by the Declarant, of any kind shall be displayed to the public view on the Townhouse Parcel or on any Dwelling Unit or Garage Unit except for one (1) sign containing not more than one hundred forty-four (144) square inches identifying the Owner or Resident, and one (1) temporary unilluminated sign containing not more than six (6) square feet advertising a Dwelling Unit or Garage Unit for sale or rent;

(n) no Garage Unit shall be converted to any other purpose so that the same cannot be used for the parking of motor vehicles unless and until permission for the same has first been granted by the Board of Directors of the ASSOCIATION or by the Architectural Control Committee;

(o) except for original construction by Declarant, the existing slope or configuration of any portion of the Townhouse Parcel shall not be altered, nor shall any structure, retaining wall, planting, or other activity be taken which retards, changes or otherwise interferes with the natural flow of surface or drainage waters to the actual or threatened injury of any portion of the Townhouse Parcel or any Dwelling Unit or Garage Unit, or which creates erosion or sliding problems, the cost of repair or removal of any such alteration and, without limitation, of any other damage caused to any Common Area or Facility by an Owner or Resident or an Owner's or Resident's agent, invitee, or guest, shall be charged to the Owner or Resident as a Special Assessment as described in Article IV, Section (8) hereinabove;

(p) except as specifically authorized in Article II, Section (5) hereinabove, no penetration by any means shall be attempted or accomplished of any part of any party ceiling/floor or of the concrete slab of any Lower Unit nor shall any penetration for any purpose other than the support of superficial attachments be attempted or accomplished until or unless approval has been first obtained by the Board of Directors of the ASSOCIATION or by the Architectural Control Committee;

(q) access shall not be in any way prevented to nor shall any items of materials be stored or placed in those areas designated as Public Utility Areas on the Record Plan described above; and

(r) rules and regulations applicable to the Garage Units, if any, conveyed by Declarant to the ASSOCIATION and leased to Owners by the ASSOCIATION shall be promulgated and published by the ASSOCIATION in the form of regulations including a prescribed lease which shall be executed by each lessee of such Garage Units,

(s) rules and regulations applicable to the use of the Common Area Active Recreational Facilities shall be uniform as between Owners, their families and guests; and delegates of the Apartment Owner.

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Section 3. The ASSOCIATION shall have the right to establish and enforce "no parking" areas on the streets and roadways within the Westridge Estates Development in which the ASSOCIATION holds a fee interest or otherwise has the right of control. The ASSOCIATION shall further have the legal right to request the assistance of and/or to delegate the enforcement of such parking regulations to the Police Department of Phoenixville Borough or its successors.

Section 4. The ASSOCIATION is expressly authorized and empowered to promulgate, publish, and enforce such additional regulations as it deems reasonably necessary to protect preserve, and ensure the health, safety, and general welfare of the Residents and the value and appearance of the Dwelling Unit and Garage Units and of the Common Area provided that no such regulation shall be any less favorable in its application to the Apartment Owner or its delegates hereunder than to members or Owners, their families or guests.

ARTICLE VI  
ENFORCEMENT OF THIS DECLARATION

Section I. Enforcement by the ASSOCIATION, the Apartment Owner or any Owner. The ASSOCIATION and any Dwelling Unit or Garage Unit Owner (including Declarant) shall have the right to to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, regulations, reservation, easements, liens and charges now or hereafter imposed or authorized by the provisions of this Declaration, and in the event of a violation, thereof the ASSOCIATION and any such Owner shall be entitled to injunctive relief and damages, or both, together with the costs of suit and a reasonable attorney's fee from the Owner, Resident or other person committing such violation. The Apartment Owner shall have the right, by any proceeding at law or in equity, to enforce those provisions of this Declaration having to do with the Shared Facilities and the Common Area Active Recreation Facilities, Any monies received by any person from any other person on account of such enforcement or assessments levied by the ASSOCIATION, less all reasonable enforcement casts, shall be paid by such enforcing person to the ASSOCIATION. Failure by the ASSOCIATION or by any person to enforce any covenant restriction, or regulation herein contained or authorized hereby shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE VII  
CONDEMNATION

Section 1. Proceeds of Award. In the event title to any portion of the Common Area, Common Area Active Recreational facilities, of Shared Facilities shall be taken or condemned by the exercise of the power of eminent domain, then the award or other monies payable with respect thereto shall be paid to the Owners, Garage Unit owners, or the Apartment Owner and their respective mortgagees, as their respective interests may appear.

ARTICLE VIII  
LEASES

Section 1. Terms of leases and Agreements of Sale. All lease agreements for a Dwelling or Garage Unit located on the Townhouse Parcel shall be in writing and shall provide that the terms thereof shall be subject in all respects to this Declaration and the Articles Of Incorporation and By-Laws of the ASSOCIATION, and that any failure by the lessee or Tenant/Optionee to comply with the terms of such documents shall constitute a default under the lease, with appropriate remedies of damaged and eviction.

ARTICLE IX  
RIGHTS OF MORTGAGEES AND THE APARTMENT OWNER

Section 1. Information to be Furnished, The Apartment Owner shall, upon written request, have the rights described in sub-Sections (b) through (d) below and any mortgagee of any Dwelling Unit or Garage Unit who makes a request in writing to the ASSOCIATION for the items provided in this Section shall have the following rights:

(a) to receive from ASSOCIATION a written statement of any default in the performance by an Owner under this Declaration including the failure to pay assessments, and a copy of any notice of default sent to such Owner,

(b) to be furnished, within ninety (90) days after the end of each fiscal year of the ASSOCIATION, a copy of the annual financial statement and any written report of the ASSOCIATION, including income and operating statements;

(c) to receive written notice of any meeting of Members of the ASSOCIATION at which meeting the action to be taken would adversely affect any such mortgagee or the Apartment Owner as the case may be, and to have its representative attend any such meeting; and

(d) to receive written notice of any proposed or actual taking or condemnation of the Common Area and facilities and any casualty loss affecting the same within fifteen (15) days of receipt of notice of such proposed or actual taking by the ASSOCIATION or occurrence of such loss.

Section 2. Approval of Certain Actions, In addition to the votes or approvals of Owners and Members of the ASSOCIATION required by other provisions of this Declaration, the consent in writing of all the institutional holders of first mortgages of record on the Dwelling Units

(based on one (1) vote for each first mortgage owned) and of the Apartment Owner (based on one hundred thirty -six (136) votes) shall be required for the following actions ;

(a) any attempt by the ASSOCIATION to abandon partition, release, subdivide, encumber, sell or transfer the Common Area and facilities, except for the leasing of Common Area Garage Units and except for the leasing of easements for public utilities or for other public purposes consistent with the intended use of the Common Area, Common Area Active Recreational Facilities, and Shared Facilities;

(b) any change in the method of determining the assessment or fees or the proportional share thereof which may be levied against a Dwelling Unit or Garage Unit or against the Apartment Owner;

(c) any attempt by the ASSOCIATION to change, waive or abandon the restrictions imposed herein relating to the architectural design or exterior appearance of the Townhouse Parcel and Dwelling Units and Garage Units, the exterior maintenance of the Dwelling Units and Garage Units and maintenance of the Common Area and facilities;

(d) the discontinuance of the maintenance by the ASSOCIATION of the insurance specified in Article X hereof; and

(e) any attempt by the ASSOCIATION to use hazard insurance proceeds arising from any loss or damage to the Common Area and facilities for other than the repair, replacement or reconstruction thereof,

Section 3. Other Rights of Mortgagees. The holders of first mortgages on the Dwelling Units and Garage Units may, jointly and singly, pay taxes and other charges which are in default and which may or have become a charge or lien against any portion of the Common Area and facilities, and may pay overdue premiums on the insurance policies or secure any insurance policies with respect to the coverage to be maintained by the ASSOCIATION and upon so doing the first mortgagees making such payments shall be entitled to immediate reimbursement therefor by the ASSOCIATION.

Section 4. FHA/VA Approval, If the purchase of any Dwelling Unit or Garage Unit is financed with the help of any program administered by the Federal Housing Administration or the Veterans Administration, so long as there is a Class B Membership in the ASSOCIATION, the following actions will require the prior approval of the Federal Housing Administration, or the Veterans Administration, as the case may be: dedication or other disposition of the Common Area and facilities, and any amendment of this Declaration.

ARTICLE X  
INSURANCE

Section 1. Insurance to be maintained by the ASSOCIATION. The ASSOCIATION shall maintain, at all times, insurance in the following types and amounts:

(a) property insurance covering all improvements erected upon and comprising part of the Common Area, Common Area Active Recreational Facilities and Shared Facilities (including all building service equipment related to such improvements), Such insurance shall be in an amount equal to the replacement value of such improvements exclusive of land, foundations, excavations and other items normally excluded from coverage with at least a ninety percent (90%) co-insurance factor and an "agreed amount endorsement," such insurance to afford protection against at least the following: (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, wind, storm and water damage; and (ii) such other risks as shall customarily be covered with respect to similar improvements in projects similar in construction, location and use. Such insurance shall name the ASSOCIATION (and, with respect to the Shared Facilities and the Common Area Active Recreational Facilities; the Apartment Owner) as the insured for the benefit of the Owners and the Apartment Owner.

(b) Workmen's Compensation insurance and employers liability as required by law.

Section 2. Insurers. The insurance set forth in this Article shall be maintained in reputable insurance companies authorized to transact business within the Commonwealth of Pennsylvania.

ARTICLE XI  
CONVEYANCE TO THE ASSOCIATION OF THE COMMON AREA,  
COMMON OPEN SPACE, SHARED FACILITIES, AND  
COMMON AREA ACTIVE RECREATIONAL FACILITIES

Section 1. Not later than ninety (90) days next following cessation of the Class B membership, the Declarant shall, in consideration of payment by the ASSOCIATION to the Declarant of the sum of One (\$1.00) Dollar and by Quitclaim Deed or other suitable instrument, convey to the ASSOCIATION all of the Declarant's right, title and interest in the Common Area, Common Open Space, Shared Facilities and Common Area Active Recreational Facilities excepting only the Declarant's right, title and interest to the improvements, structures, fixtures, equipment, and personal property now or to be located on and as a part of the Common Area Active Recreational Facilities.

Section 2. Simultaneously with conveyance described in Section 1 of this Article and in consideration of payment by the ASSOCIATION to the Declarant of the sum of One Hundred Twenty-Five Thousand (\$125,000.00) Dollars together with a sum equal to the transfer or other tax due as a consequence of the said transaction and by Quitclaim Deed, Bill of Sale or other suitable instrument, the Declarant shall convey to the ASSOCIATION all of the Declarant's right, title and interest to the improvements and structures now or to be located on and as a part of the Common Area Active Recreational Facilities. The said sum of One Hundred

Twenty-Five Thousand (\$125,000.00) Dollars is stipulated to represent one-third (1/3) of the cost to Declarant of rehabilitating and modernizing the said structures and improvements.

Section 3. The Annual Assessment made the subject of Article IV above shall include an amount sufficient to service and retire any debt incurred by the ASSOCIATION for the purpose of meeting its obligations pursuant to Section 2 of this Article.

ARTICLE XIII  
GENERAL PROVISIONS

Section 1. Enforcement. The ASSOCIATION, the Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, regulations, reservations, liens and charges now or hereafter imposed by or pursuant to the provisions of this Declaration. The Apartment Owner shall have the right by any proceeding at law or in equity, to enforce those provisions of this Declaration having to do with the Shared Facilities and the Common Area Active Recreation Facilities. Failure by the ASSOCIATION or by any Owner or by the Apartment Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so

Section 2. Severability, Invalidation of any one of these provisions, covenants or restrictions by judgment or Court Order shall not affect any other provision, covenant, or restriction which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity. This Declaration may be amended by an instrument signed by not less than seventy-five percent (75%) of the votes entitled to be cast at a meeting duly noticed and convened for that purpose. Any amendment must be recorded. Provided, however, no provision granting rights, benefits, or authority to Phoenixville Borough including without limitation authority to repair, assess or collect assessments, and no provision granting rights or benefits to the Apartment Owner or its delegates shall be amended without the consent of the Borough or the Apartment Owner as the case shall be first being obtained.

Section 4. Construction Easements and Rights. Notwithstanding any provision of this Declaration or of any Supplementary Declaration, so long as the Declarant is engaged in developing or improving any portion of the Townhouse Parcel, the Declarant and its designees including independent contractors and sub-contractors shall have an easement of ingress, egress and use over any lands not conveyed to an Owner for occupancy for; (1) movement and storage of building material and equipment; (2) erection and maintenance of directional and promotional signs, and; (3) conducting sales activities; including maintenance of model Dwelling Units and Garage Units. Such easement shall be subject to such rules as may be established by the Declarant to maintain reasonable standards of safety, cleanliness and general appearance of the Townhouse

Parcel. Declarant and its designees shall not be subject to the Architectural Review requirements of Article V.

Section 5. Conflict. In the event of conflict among the governing documents, the recorded As-Built Plan, if any, or, if not, the Approved Plan and Final Land Development Approval shall control, then this Declaration, then Supplementary Declarations, then the Articles of Incorporation of the ASSOCIATION, then the By-Laws, then the Book of Resolutions, Regulations, and Standards of the ASSOCIATION; except that in all cases where the governing documents may be found to be in conflict with a statute, the statute shall control.

Section 6. Interpretation. Unless the context clearly requires the contrary, the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including, without limitation" shall indicate that more specific items enumerated are merely exemplary. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 7. In the event any reasonable portion of any Dwelling Unit or Garage Unit encroaches upon the Common Area as a result of lawful construction reconstruction, repair, shifting, settlement or movement, a valid easement shall exist so long as the encroachment exists.

Section 8. The failure of any Dwelling Unit or Garage Unit Owner to comply with the provisions of the governing documents shall be cause for action by the ASSOCIATION and/or any aggrieved Owner for the recovery of damages and/or injunctive relief together with the costs of suit and a reasonable attorney's fee.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal this 14<sup>th</sup> day of December, 1988.

WESTRIDCE ASSOCIATES A Pennsylvania Limited Partnership By: National Properties, Inc. General Partner

By: Jeffery L. King, President

Attest: John A. Bovor?, Secretary

Commonwealth of Pennsylvania  
County of Chester

I hereby certify that Jeffery L. King, personally known to me or satisfactorily proven to be: the same person whose name is subscribed to the foregoing instrument, appeared before me the day and date below written in person and I acknowledge that he signed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth and on behalf of the Declarant thereof,

Given under my hand and official seal this 14<sup>th</sup> day of December, 1988

Bernice M Wolfe

NOTARY PUBLIC