

RECORDER OF DEEDS
CHESTER COUNTY, PA

2008 MAR 28 PM 1:26

Being Part of Parcel No. 60-6-51
New Garden Township, Chester County, PA
Prepared by: Wilkinson - Distinction, LP

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (hereinafter "Declaration"), made this 28th day of MARCH, 2007, by Wilkinson - Distinction, LP (hereinafter "Declarant");

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of a certain tract of land located in New Garden Township, Chester County, Pennsylvania, more particularly described in Exhibit "A" attached hereto and incorporated by reference, hereinafter referred to as the "Property"; and

WHEREAS, the United States Department of the Army, Corps of Engineers, Philadelphia District (hereinafter "USACOE"), has required the Declarant to enter into this Declaration of Restrictions as a condition of Department of the Army Permit Number CENAP-OP-R-20050097139; and

WHEREAS, said Property contains existing *wetlands and uplands* worthy of conservation protection, referred to as the "Conservation Area" on Exhibit A; and

WHEREAS, the Declarant intends that the Conservation Area of the Property shall be preserved and maintained in its natural condition in perpetuity;

NOW, THEREFORE, in consideration of the above terms, conditions and restrictions contained herein, and pursuant to the laws of the Commonwealth of Pennsylvania, Declarant does impose upon the Conservation Area the following restrictions:

1. PURPOSE

It is the purpose of this Declaration to assure that the Conservation Area, including its air space and subsurface, will be retained in perpetuity in its natural condition as provided herein and to prevent any use of the Conservation Area that will impair or interfere with its natural resource functions and values. Declarant intends that this Declaration will confine the use of the Conservation Area to such activities as are consistent with the purpose of this Declaration.

2. DURATION

This Declaration shall remain in effect in perpetuity, shall run with the land regardless ownership or use, and is binding upon all subsequent declarants, their heirs, executors, administrators, successors, representatives, devisees, and assigns,

as the case may be, as long as said party shall have any interest in any part of the Conservation Area.

3. RESTRICTIONS

Any activity on or use of the Conservation Area inconsistent with the purpose of the Declaration is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited in, on, over, or under the Conservation Area, subject to the express terms and conditions below:

- A) No signs, billboards or outdoor advertising structures shall be placed or maintained on the Conservation Area; except for a reasonable number of signs for resource protection safety, boundary identification, and identification of the owner.
- B) No improvements, including, but not limited to, buildings, asphalt or concrete pavement, communication towers or antennas, utility lines or conduit, or any other temporary or permanent structure or facility shall be constructed, placed, repaired, reconstructed, or maintained on, under or above the Conservation Area.
- C) No storage, dumping, depositing, abandoning, discharging or releasing of any gaseous, liquid, solid or hazardous waste substance, materials or debris of whatever nature on, in, over or under the ground or into surface or groundwater shall occur.
- D) No loan, peat, gravel, soil, rock, sand or dredged and/or fill materials shall be placed, moved, or discharged within the Conservation Area, nor shall there be made any changes in the topography of the land.
- E) There shall be no land clearing, redirection of surface water or groundwater, ditching, extraction, drilling, driving of piles, mining, excavation or removal of loan, peat, gravel, soil, rock, sand, mineral or similar material, nor any change in the topography of the land.
- F) There shall be no alteration, removal or destruction of plants, trees, shrubs, wildflowers or other vegetation living or dead, or animal species except for control of diseases, pests, non-native species, and noxious weeds. Vegetation within the Conservation Area shall be allowed to grow and regrow to maturity and to remain in such state in perpetuity.
- G) Intentional introduction of non-native, non-indigenous plant and animal species is prohibited.

- H) There shall be no collecting of plant material, animal, minerals, or artifacts, except for scientific and nature study and in accordance with applicable State and Federal laws.
- I) There shall be no use of pesticides, herbicides, insecticides or other chemicals, except as may be necessary to control invasive species that threaten the natural character of the Conservation Area.
- J) No other acts, uses or discharges shall be allowed which adversely affect fish or wildlife habitat or the preservation of land, wetlands, or water areas within the Conservation Area.

4. RESERVED RIGHTS

The Declarant reserves the right to maintain the Conservation Area as Declarant desires for reasons including, but not limited to ensure the safety of the public, control erosion and sedimentation and to keep the area in compliance with the approved Harrogate North Subdivision Plan.

5. LIMITATION ON PUBLIC ACCESS

This Declaration limits the right of the general public to enter any portion of the Conservation Area if such use and activity is inconsistent with the purpose of this Declaration.

6. COMPLIANCE INSPECTIONS

This Declaration grants to the USACOE and its authorized agents the right to enter upon and inspect the Conservation Area for the purpose of verifying compliance with these restrictive covenants.

7. ENFORCEMENT

Without limiting the legal rights of any other party that may seek enforcement of these restrictive covenants, this Declaration grants to the USACOE and the United States Department of Justice a discretionary right to enforce these restrictive covenants in a judicial action against any person or entity violating or attempting to violate these restrictive covenants; provided, however, that no violation shall result in a forfeiture or reversion of title.

8. RECORDING

This Declaration shall be recorded in the Office of the Recorder of Deeds of Chester County, Commonwealth of Pennsylvania.

9. TRANSFER OF DECLARANT'S INTEREST

Declarant agrees to incorporate this Declaration by reference into any deed or other legal instrument by which Declarant divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. All rights and responsibilities in this Declaration shall pass from Wilkinson Distinction, LP to the Harrogate Condominium Association ("Association") at the

time that Wilkinson Distinction, turns control of the Association over to the respective homeowners.

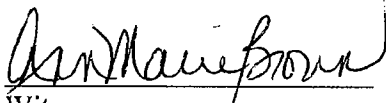
10. INTERPRETATION OF DECLARATION

This Declaration shall be liberally construed in favor of the purpose of the Declaration and in accordance with the laws of the Commonwealth of Pennsylvania.

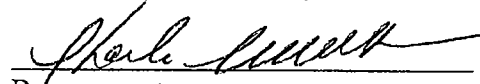
11. SEVERABILITY

If any portion of this Declaration, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Declaration, or application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

IN WITNESS WHEREOF, Declarant has hereunto set its Hand and Seal the day and year above first written.


Witness

Wilkinson - Distinction, LP


By Charles Wilkinson
Name
MANAGING MEMBER
Title

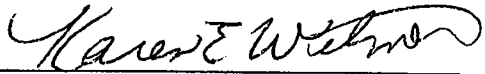
COMMONWEALTH/STATE OF: *Delaware*

COUNTY OF: *New castle*

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: S/S

On this 28 day of March, 2007, before me personally appeared Charles L. Wilkinson, to me personally known, who, being by me duly sworn did say that he/she is the General Partner of the corporation named in the foregoing instrument, that the seal affixed to said instrument is the corporation seal of said corporation, and acknowledged said instrument to be the free act and deed of said corporation.

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


NOTARY PUBLIC

Karen E. Witmer
Notary Public
State of Delaware
Printed Name of Notary
My Commission Expires 1-7-11

Commission expires:

DESCRIPTION OF EXHIBIT "A"
WILKINSON HARROGATE NORTH

PAGE 1 OF 1

All that certain piece or parcel of land situate in New Garden Township, Chester County, Pennsylvania, shown as Conservation Area on a Conservation Easement Exhibit "A" of Wilkinson Harrogate North prepared by Hillcrest Associates, Inc. dated 7/05/06.

Being more particularly bounded and described as follows:

Beginning at a point on the southerly line of land now or formerly of Southwood Farms, said point being the northwesterly corner of land now or formerly of A. Alfred Delduco Horticultural.

Thence by said Delduco land the following 4 courses and distances:

- 1) South 01°45'57" East 391.73' to a found I. Pipe.
- 2) South 48°26'36" West 56.62' to a found I. Pipe.
- 3) South 43°48'08" West 66.39' to a found 2" Pipe.
- 4) South 03°07'44" West 117.31' to a found I. Pipe in line of Open Space.

Thence crossing said open space the following 6 courses and distances:

- 1) South 87°40'29" West 425.34' to a point.
- 2) North 12°39'45" West 156.29' to a point.
- 3) North 07°59'11" West 93.03' to a point.
- 4) North 12°45'24" West 148.96' to a point.
- 5) North 29°17'29" West 74.13' to a point.
- 6) North 63°31'54" West 70.34' to a point in line of land now or formerly of St. Anthony's Church Religious/Recreational.

Thence partly by said land and partly by land now or formerly of Southwood Farms the following 2 courses and distances:

- 1) North 60°46'05" East 116.98' to a point.
- 2) North 83°19'50" East 588.85' to the first mentioned point and place of beginning.

Containing 7.2 acres of land to be the same more or less.