

# Timbers

1810108V  
6013228  
2922-941-204  
7A-50924  
also 14720

30362M

1820108V

603569

70346BA

W.S. 98

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by James A. Fasel and Frances H. Fasel, his wife, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in East Brandywine Township, Chester County, Pennsylvania, which is more particularly described as: EXHIBIT "A" and other lands as and when finally approved and made subject to this Declaration amendment filed.

RECORDER OF DEEDS  
CHESTER COUNTY, PA.  
1985 JUN 10 AM 8:53

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 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 Declarant and of each owner thereof to the extent of their respective interest.

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ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Timbers Residents Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner whether one or more persons or entities of any unit which is a part of the properties, excluding those having such interest merely as security for the performance of an obligation. Provided, however, a mortgagee in possession shall be deemed an owner during the time of possession.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, excluding areas dedicated to any governmental entity and excluding any areas dedicated to a public utility corporation for rendering of service to the Association, but only after such dedication or conveyance in fact occurs. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: EXHIBIT "B"

Section 5. "Unit" shall mean any building or part thereof designated for one family residence and containing a kitchen.

Section 6. "Party Wall" shall mean any wall or floor built originally as part of a building upon the properties and place in a dividing line or plan between two units, 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 floor.

Section 7. "Lot" shall mean and refer to a plot of land or space shown upon any recorded final plan of the properties with the exception of the common or dedicated area.

Section 8. "Recorded Final Plan". A final subdivision will be recorded with the declaration. However, at the completion of construction, an "as built" plan will be recorded which will be the prevailing plan.

Section 9. "Townhouse" shall mean any single-family attached dwelling unit.

Section 10. "Detached Dwelling" shall mean any single-family detached dwelling, excluding townhouses and apartments.

Section 11. "Apartment Building" shall mean a building designed for and occupied as a residence to three or more families living independently of one another, and the term "Apartment" shall mean any dwelling unit within an apartment building.

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