

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR THE GARDENS

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS ("First Amendment") made and executed this 10th day of March, 1995, by JOHN C. LEO and ANNE C. LEO (collectively the "Leos") husband and wife, having a mailing address of P.O. Box 337, Toughkenamon, Pennsylvania 19374 and WILKINSON LAUREL, INC. ("Declarant"), a Pennsylvania corporation, having a mailing address of P.O. Box 185, R.D. #1, Landenberg, Pennsylvania 19350.

B A C K G R O U N D

On or about October 7, 1994, Declarant and the Leos executed a certain Declaration of Covenants, Restrictions and Easements ("Declaration") which was recorded in the Chester County Recorder of Deeds Office at Book 3819, Page 139 with respect to a certain property (defined in the Declaration as the "Property"), situate in New Garden Township, Chester County, Pennsylvania, which is more fully bounded and described in Exhibit "A" attached hereto. By this First Amendment, the Declarant and the Leos intend to amend and supplement Article VII of the Declaration.

NOW, THEREFORE, the Declarant hereby declares and covenants for themselves and their heirs, successors and assigns, that the Declaration shall be amended and supplemented as follows:

1. Amendment to Section 7.07. Section 7.07 of the Declaration is hereby amended and restated as follows:

7.07 Easement for Community Facilities. Declarant reserves the right and privilege with respect to the construction of Dwellings, the Community Facilities and all appurtenant improvements to go upon any and all of the Property for the purposes of construction, reconstruction, maintenance, repair, replacement or correction of any Community Facilities or Dwellings. Such easement shall exist in favor of the Declarant for so long as Declarant owns any Lot or any of the Community Facilities. The foregoing is subject to the qualification that if, at any time, a pedestrian access easement is opened along and over the common boundary between Lot 29 and Lot 30, as shown on the Plan, to provide access to the Open Space, also as shown on the Plan, that the surface of said pedestrian access easement shall remain in a natural state with a grass surface or bark mulch surface. The surface of the aforesaid pedestrian access easement shall at no time be improved with a permanent paved surface of concrete, macadam or any other permanent, impervious material.

2. Ratification. Except as expressly set forth above, the parties hereto ratify and affirm the Declaration in all other respects.

IN WITNESS WHEREOF, the parties executed this First Amendment the day and year first above written.

WITNESS:

Christine L. Lavoie

John C. Leo
JOHN C. LEO

Christine L. Lavoie

Anne C. Leo
ANNE C. LEO

ATTEST:

WILKINSON LAUREL, INC.

Shirley Wilkerson

By: Shirley Wilkerson

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA:

:SS

COUNTY OF CHESTER

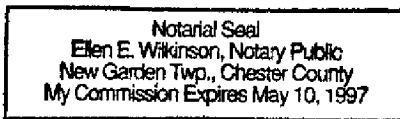
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On this, the 10th day of March, 1995, before me, a Notary Public, personally appeared JOHN C. LEO, known to me (satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

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

Ellen E. Wilkinson

Notary Public



My commission expires:

COMMONWEALTH OF PENNSYLVANIA:

:SS

COUNTY OF CHESTER

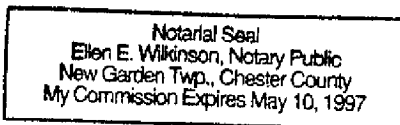
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On this, the 10th day of March, 1995, before me, a Notary Public, personally appeared ANNE C. LEO, known to me (satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Ellen E. Wilkinson

Notary Public



My commission expires:

ALL THAT CERTAIN tract or piece of ground SITUATE in New Garden Township, Chester County, Pennsylvania, bounded and described according to a Final Minor Subdivision Plan of "The Gardens", Phase I made by Hillcrest Associates, Inc., dated May 24, 1993 and recorded in Chester County as Plan #12216 as follows, to wit:

BEGINNING at a point on the title line in the bed of New Garden Road (1-327) a corner of lands now or formerly of Norman S. Nunn, thence from the beginning and extending along said road the 2 following courses and distances: (1) North 79 degrees 53 minutes 50 seconds West, 480.09 feet to a point of curve (2) on the arc of a circle curving to the left having a radius of 3,121.41 feet the arc distance of 533.69 feet to a point a corner of lands now or formerly of Alfred D. and Louise S. Walker, thence leaving said road, crossing the Northerly side thereof and extending along said lands and along lands of Earl G. and Marlene B. Miller, Charles W. Hurley, Howard A. Flad and Eleanor M. Reynolds, etal, Wilmington Trust Co., Trustee, North 05 degrees 20 minutes 49 seconds West, 1577.88 feet to a point a corner of Lot 18A, thence extending along said lot, South 76 degrees 07 minutes 32 seconds East, 191.74 feet to a point of curve on the Northerly side of Daniel Drive (50 feet wide), thence extending along the same, on the arc of a circle curving to the right having a radius of 60.00 feet the arc distance of 59.87 feet to a point a corner of Lot 18A, aforesaid, thence extending along said lot the 2 following courses and distances: (1) North 10 degrees 21 minutes 35 seconds East, 171.61 feet to a point (2) North 83 degrees 41 minutes 06 seconds East, 207.62 feet to a point in line of lands now or formerly of Norma Pia, thence extending along said lands and along lands of Paul C. and Ethel N. Stike, aforesaid South 05 degrees 58 minutes 37 seconds East, 203.98 feet to a point a corner of lands of Paul C. and Ethel N. Stike, aforesaid, thence extending along said lands North 83 degrees 11 minutes 58 seconds East, 288.69 feet to a point a corner of lands to be retained, thence extending along said lands, South 06 degrees 54 minutes 57 seconds East, 295.55 feet to a point on the Northerly side of Daniel Drive, aforesaid, thence crossing over Daniel Drive, South 03 degrees 02 minutes 59 seconds East, 50.00 feet to a point on the Southerly side of Daniel Drive, thence extending along the same, North 86 degrees 57 minutes 01 second East, 121.50 feet to a point a corner of other lands to be retained, thence extending along said lands the 4 following courses and distances: (1) South 03 degrees 02 minutes 59 seconds East, 148.27 feet to a point (2) South 24 degrees 45 minutes 28 seconds East, 462.24 feet to a point (3) South 22 degrees 48 minutes 22 seconds East, 157.53 feet to a point (4) South 05 degrees 05 minutes 59 seconds East, 88.29 feet to a point in line of lands of Norman S. Nunn, thence extending along said lands the 2 following courses and distances: (1) South 88 degrees 29 minutes 17 seconds West, 81.05 feet to a point (2) South 01 degree 37 minutes 12 seconds East, recrossing New Garden Road, 558.79 feet to the first mentioned point and place of beginning.

BEING Lots 1 through 17 inclusive and Lots 22 through 33 inclusive and the beds of Edward Drive, Caitlyn Court, Jason Court and Daniel Drive (Phase I) only on said plan.

BK3 882 pg C900

EXHIBIT "A"

12:11 BK 388 2 PG 200 BEGINN

96 JAN -4 PM 2: 30

SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR THE GARDENS

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS ("Second Amendment") made and executed this 3 day January, 1996 by JOHN C. LEO and ANNE C. LEO (collectively the "Leos") husband and wife, having a mailing address of P.O. Box 337, Toughkenamon, Pennsylvania 19374 and WILKINSON LAUREL, INC. ("Declarant"), a Pennsylvania corporation, having a mailing address of 1020 Broad Run Road, Landenberg, Pennsylvania 19350.

BACKGROUND

On or about October 7, 1994, Declarant and the Leos executed a certain Declaration of Covenants, Restrictions and Easements ("Declaration") which was recorded in the Chester County Recorder of Deeds Office at Book 3819, Page 139 et seq with respect to a certain property (defined in the Declaration as the "Property"), situate in New Garden Township, Chester County, Pennsylvania, which is more fully bounded and described in Exhibit "A" attached hereto. On or about March 10, 1995, the Declaration was amended by the First Amendment which was recorded in the Chester County Recorder of Deeds Office at Book 3882 page 896, et seq ("First Amendment"). The First Amendment and Declaration are hereinafter collectively referred to as "Amended Declaration". By the Amended Declaration, Declarant and the Leos intend to amend and supplement certain Articles of the Amended Declaration as more fully set forth herein.

NOW, THEREFORE, the Declarant hereby declares and covenants for themselves and their heirs, successors and assigns, that the Amended Declaration shall be amended and supplemented as follows:

1. Section 1.01 (h) of the Declaration is amended to delete the reference to: "the entrance sign to be erected on or near Lot 33", and, in its place, is inserted: "the entrance sign, landscaping, fence and gate located on Lots 1 and/or 33, in the areas as more fully set forth and depicted on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter collectively referred to as the "Entrance Area");".

2. Section 3.04 (a) of the Declaration is amended to delete the reference to: " the obligation to maintain the entrance sign located on or near Lot 33", and, in its place, is inserted: "the obligation to maintain the Entrance Area".

3. Section 6.04 of the Declaration is amended to delete "Entrance Sign" in the title and insert in its place: "Entrance Area". Section 6.04 is deleted in its entirety and in its place is inserted:

"Declarant intends to construct the Entrance Area on Lots 1 and 33 in the areas shown on Exhibit "A" attached hereto, construction in the areas designated will consist of landscaping, fence, a gate and a sign, and a landscaping buffer along and around Lots 1, 2, 3, 4, 32 and 33 as shown on the Plan. The Association shall be responsible for maintaining the Entrance Area, the landscaping buffer and any other entrance signs or decorative landscaping designed as a permanent part of the development at the Property, after conveyance of such Lot by the Declarant, in good condition and repair and shall, from time to time, replace any trees, shrubbery or other plants or other parts of

such landscape areas to replace diseased or dead shrubs, trees or other plant materials. The Association shall have an easement across the Lot on which such Entrance Area or landscaping have been installed for all such purposes. The costs and expenses thereof shall be Common Expenses of the Association.


4. The Amended Declaration is amended to delete all references to the "entrance sign" and "entrance sign located on or near Lot 33" and, in their place, is inserted: "Entrance Area".

5. Ratification. Except as expressly set forth above, the parties hereto ratify and affirm the Declaration in all other respects.

IN WITNESS WHEREOF, the parties executed this First Amendment the day and year first above written.

WITNESS:





JOHN C. LEO

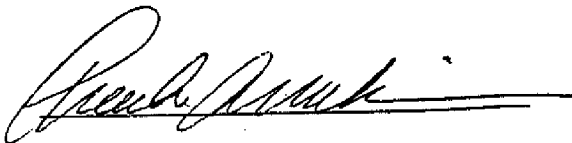


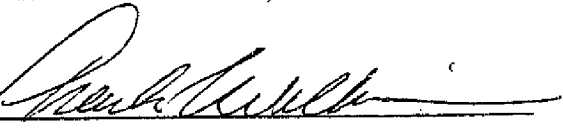


ANNE C. LEO

ATTEST:

WILKINSON LAUREL, INC.



By: 

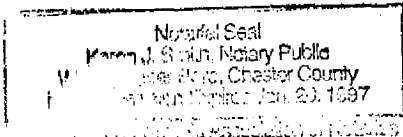
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ACKNOWLEDGEMENT

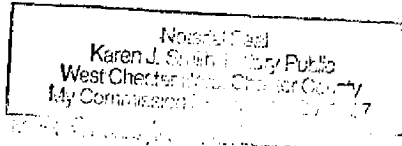
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 3 day of January, 1996 before me, a Notary Public, personally appeared JOHN C. LEO, known to me (satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained.

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



Karen J. Smith
Notary Public

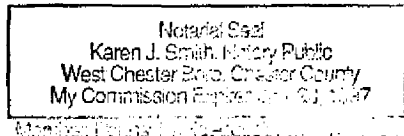


My commission expires:

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF CHESTER :

On this, the 3 day of January, 1996 before me, a Notary Public, personally appeared ANNE C. LEO, known to me (satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same for the purposes therein contained.

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



Karen J. Smith
Notary Public

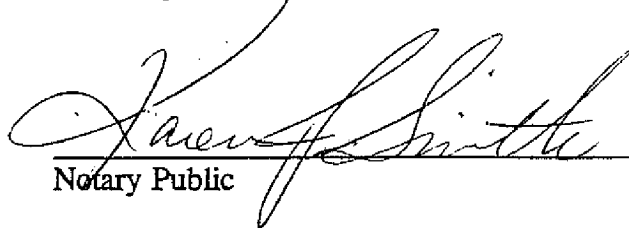
My commission expires:

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF Chester :

On this 3 day of January, 1996 before me, the undersigned, personally appeared Charles L. Wilkinson, who was satisfactorily proven to be the President of Wilkinson Laurel, Inc. and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name thereto in such capacity.

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


Notary Public

My Commission Expires:

Notarial Seal
Karen J. Smith, Notary Public
West Chester, Pa., Chester County
My Commission Expires Jan. 20, 1997

DESCRIPTION OF LANDSCAPE EASEMENT
LOT 1, THE GARDENS

All that certain piece or parcel of land situate on Lot 1, The Gardens, in New Garden Township, Chester County, Pennsylvania, shown as a landscape easement on an Easement Plan of Lots 1 and 33, The Gardens, prepared by Hillcrest Associates, Inc., dated May 25, 1995.

Being more particularly bounded and described as follows:

Beginning at a point on the northerly right-of-way line of New Garden Road (30' half R/W), said point being at the westerly end of a 25.00' radius return on Edward Drive.

Thence by the right-of-way of New Garden Road, N 79°53'50" W 44.00' to a point.

Thence crossing Lot 1, the following three courses and distances:

- 1) N 10°06'10" E 45.00' to a point.
- 2) N 55°06'10" E 45.00' to a point.
- 3) S 79°53'50" E 30.97' to a point on the westerly right-of-way of Edward Drive (50' wide).

Thence by said right-of-way, the following two courses and distances:

- 1) S 03°03'46" W 49.13' to a point of curve.
- 2) By the arc of a circle curving to the right with a radius of 25.00', an arc length of 42.34', with a chord of S 51°34'58" W 37.46' to the first mentioned point and place of beginning.

Containing 4,504 square feet of land to be the same more or less.

DESCRIPTION OF LANDSCAPE EASEMENT
LOT 33, THE GARDENS

All that certain piece or parcel of land situate on Lot 33, The Gardens, in New Garden Township, Chester County, Pennsylvania, shown as a landscape easement on an Easement Plan of Lots 1 and 33, The Gardens, prepared by Hillcrest Associates, Inc., dated May 25, 1995.

Being more particularly bounded and described as follows:

Beginning at a point on the northerly right-of-way line of New Garden Road (30' half R/W), said point being at the easterly end of a 25.00' radius return on Edward Drive.

Thence by the easterly right-of-way line of Edward Drive (50' wide R/W), the following two courses and distances:

- 1) By the arc of a circle curving to the right with a radius of 25.00', an arc length of 36.20', with a chord of N 38°25'02" W 33.12' to a point of tangent.
- 2) N 03°03'46" E 41.41' to a point.

Thence crossing Lot 33, the following three courses and distances:

- 1) S 79°53'50" E 16.85' to a point.
- 2) S 34°53'50" E 75.00' to a point.
- 3) S 10°06'10" W 10.00' to a point on the above-mentioned right-of-way of New Garden Road.

Thence by said right-of-way N 79°53'50" W 40.00' to the first mentioned point and place of beginning.

Containing 2,654 square feet of land to be the same more or less.