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DECLARATION OF ITHAN MILLS COMMUNITY COVENANTS RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made this 23 day of A.D. 1976, by B-K PROPERTIES, a Partnership hereinafter called Developer with the joinder of RADNOR TOWNSHIP, Delaware County, Pennsylvania.

WITNESSETH

WHEREAS Developer is the owner of the real property described in Exhibit "A" attached hereto and desires to create thereon a residential community with permanent parks, playgrounds, open spaces and other common facilities for the benefit of the said community; and

WHEREAS Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS Developer has incorporated under the laws of the state of Pennsylvania, as a non-profit corporation THE ITHAN MILLS ASSOCIATION, for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

Definitions.

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

A. "Association" the Ithan Mills Association.

B. "The Properties" all the property owned by Developer as shown on Exhibit "A1".

C. "Common Properties" those areas of land shown on any recorded subdivision plot of The Properties or any section of The Properties, and devoted to the common use and enjoyment of the owners of Lots, including, but not limited to, all utility lines and other common facilities situate upon or beneath The Properties.

D. "Lot" any individual plot of land shown upon any recorded subdivision map of The Properties which is intended for development with a single family dwelling.

E. "Owner" the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the properties but, notwithstanding any applicable theory of the mortgage,

shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

F. "Member" all those Owners who are members of the Association as provided in Article III, Section 2, hereof.

G. "General Plan of Development" that certain site plan for the overall development of The Properties which is attached hereto as Exhibit "B". Nothing contained in this Declaration is intended to prohibit Developer from developing or improving all or any portion of the real property encompassed by said Plan in accordance with such variation from said Plan as may be approved by the appropriate governmental authorities and by vote of the Association pursuant to Article II hereof.

ARTICLE II

Property Subject to this Declaration

Section 1 The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Radnor Township, Delaware County, Pennsylvania, and is more particularly shown on Exhibit C and designated as Section I on Exhibit "A-1", both of which are attached hereto and incorporated herein.

Section 2 Subjection of Additional Property to The Scheme of this Declaration. All or any part of the Properties, outside of Section I, (hereinafter called "Additional Property") may be subjected to the scheme of this Declaration in either of the two following ways:

A. The Developer shall have the right from time to time to subject to the scheme of this Declaration, without any requirement for the consent of any other individuals or entities, all or any part of the Additional Property provided that the property, to be subjected at the time of its subjection, shall have been developed and improved substantially in accordance with the General Plan of Development. For purposes of this Article II, Section 2 A, no part of the Additional Property shall be regarded to have been developed or improved in a fashion not substantially in accordance with the General Plan of Development by virtue of:

1. any change in the area content of any of the Lots which according to the General Plan of Development may be developed on the Additional Property so long as any such change does not reduce by more than twenty percent (20%) the number of Lots permitted by the General Plan of Development to be developed on the particular portion of the Additional Property which is being subjected to the scheme of this Declaration; or
2. the development of Buildings on any portion of the Additional Property in an Architectural style different from the architectural style of the Buildings developed on Section 1.
3. any change from the General Plan of Development in the location or alignment of Buildings, roadways, walkways, parking areas, utility lines or other improvements made appropriate in the opinion of Developer by topographical conditions presently unknown or required by utility companies or governmental bodies.
4. The additions authorized pursuant to this subsection shall be made by Developer filing of record a Supplementary Declaration of Community Covenants, Restrictions and Easements which shall refer to this Declaration and shall extend the scheme of these Community Covenants to the property described in the Supplementary Declaration. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants, restrictions, easements, charges and liens contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established

by this Declaration within Section 1.

B. In the event that all or any part of the Additional Property is developed in a fashion not substantially in accordance with the General Plan of Development, the Developer may request the Association and Radnor Township to approve the subjection of such property to the scheme of this Declaration, and upon approval in writing of the Association pursuant to a vote of its Members as provided in its Articles of Incorporation, the Developer may subject said property to the scheme of this Declaration by filing of record a Supplementary Declaration of Community Covenants, Restrictions and Easements in accordance with subparagraph A 4 of this Section.

ARTICLE III

Membership and Voting Rights in The Association

Section 1. Governance of Affairs. The Association is a non-profit corporation incorporated under the laws of the Commonwealth of Pennsylvania, and charged with the duties and empowered with the rights set forth herein. The affairs of the Association shall be governed by its Articles of Incorporation and its By-Laws.

Section 2. Membership. Every person or entity, including the Developer, who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 3. Voting Rights. Each Member, including the Developer, shall be entitled to one vote for each Lot in which the Member holds the interests required for membership by Section 2. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Section 4. Duties and Powers of the Association. The Association shall have the duty and obligation to perform each and all of the following and the power to carry out same:

A. To maintain in good order and repair the Common Property, including the duty to make all replacements or renewals of portions of the Common Property necessary to maintain all portions of said property in good order and condition. Said duty to maintain the Common Property shall include, but not be limited to, the responsibility for grass cutting, tree and shrub care, litter removal, snow removal, street cleaning and repair, and maintenance and repair of utility lines to the extent not located within the boundaries of any Lot. The Association shall have the sole and exclusive authority (provided that the Association may delegate said authority) to perform said maintenance of the Common Property.

B. To make-or provide for Capital Improvements to the Common Property (as said term is defined in Article V, Section 4 of this Declaration); provided that a special assessment for such purpose has been authorized by a vote of the Members of the Association as therein set forth. The Association shall have the sole and exclusive right to make or provide for Capital improvements to the Common Property.

C. To take and carry out all action reasonably necessary and proper to enforce the covenants set forth in this Declaration, including, when necessary, the commencement and maintenance of actions and suits to restrain and enjoin any breach or threatened breach of said covenants.

D. To establish, promulgate, amend, repeal and enforce rules for the fair and equitable use and enjoyment of the Common Property. Said rules shall be known as the Ithan Mills Community Rules.

E. To maintain all lighting fixtures employed to illuminate the walkways and parking lots, if any,

situate upon the Common Properties, and to service and maintain electric utility service for same.

F. To secure and maintain, policies of fire and extended coverage insurance on any improvements located on the Common Property and/or policies of bodily injury liability insurance and property damage liability insurance insuring against any and all liability with respect to the ownership, maintenance and/or repair of the Common Property.

G. To secure and maintain policies of directors and officers of the Association against personal liability arising in connection with the performance of their official duties to the extent available at reasonable rates.

H. To perform any other act necessary or proper to carry out any of the foregoing specified duties and obligations or any other duty or obligation expressly or impliedly established elsewhere in this Declaration.

I. To perform any other act not authorized by Article III, Section 4 A through 11 of this Declaration, but necessary for proper to promote the common health, safety or welfare of the residents of The Properties provided that said Act shall have the assent of all of the Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

ARTICLE IV

Property Rights in the Common Properties and Lots

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 every Member and his immediate family shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot. Said right and easement shall include, but not be limited to, a right for vehicular ingress and egress over any roadways or walkways that are part of the Common Properties or are situate within any portion of the Properties which are or may become subject to this Declaration.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its heirs and assigns, that it shall convey the Common Properties located within Section I to the Association, free and clear of all liens and encumbrances other than this Declaration: "easements, restrictions or encumbrances existing on the date of recording this Declaration and those created in connection with the development of the Properties, not later than five (5) years after Developer begins construction on the Properties outside of Section I or at such time as is specified in any Supplementary Declaration of Community Covenants, Restrictions and Easements."

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. the right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and

B. the rights of the Association to charge reasonable admission and other fees for the use of the Common Properties as may be agreed upon by the Members;

and C. the right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless approved by Radnor Township and

an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Association has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken; and

D. right of Radnor Township, as set forth in the Radnor Township Zoning Ordinance 51809, of taking whatever steps necessary if the common open space is, in the judgment of the Board of Commissioners, permitted to deteriorate, or is not maintained in reasonable condition in accordance with the plan approved by the Township to require compliance with the Plan, including the right to enter upon the common open space and maintain the same for a period not to exceed one year, for the purpose of preserving the taxable values of the property within the development and prevent the common open space from becoming a public nuisance; provided, however, the Board of Commissioners shall give written notice of the condition complained of to the Association and afford the latter a period of not less than thirty (30) days to remedy and correct the same.

E. the right of the Developer to dedicate or transfer any part of the Common Properties or any easement, license or right therein, to any public agency, authority or utility as may be required by the Township or other governmental authority having jurisdiction thereof in connection with the development of the Properties in accordance with the General Plan of Development, which right is retained by the Developer without necessity for consent or joinder by the Association, its Members or Owners of any Lot.

F. The rights of all Owners to use, replace, maintain and repair sanitary and storm sewers, public water and utility supply and like systems and related pipes, wires, cables, conduits and the like serving their Lot.

Section 4. Association and Developer's Easement. A. There is hereby created an easement for the benefit of the Association and the Developer to enter onto the property of any Owner and to do any work necessary to install, replace, maintain, and repair any sanitary sewers storm sewer, drainage, public water, electric, telephone or any utility lines and systems and related pipes, wires, swales, cables and conduits and rights of way, for the purpose of assuring that each owner of any home constructed at any time on the Property shall have the use of any of the foregoing utility systems servicing the Owner's Home or Lot. This easement in favor of the Association and Developer shall run with the land and shall be appurtenant to any Lots or Common Properties owned by the Developer, the Association or the successors or assigns of the Association. Each Owner, by acceptance of a deed for any Lot, shall acquire the Lot subject to the easements as herein set forth. B. Developer shall have the right at any time to create or reserve easements for the benefit of or to transfer any easement on any Lot to any public agency, authority or utility as may be required by the Township or other governmental authority having jurisdiction thereof in connection with the development of the Properties in accordance with the General Plan of Development, which right is retained by the Developer without necessity for consent of joinder by the Association, its Members or Owners of any Lot, notwithstanding the sale of any Lot.

ARTICLE V

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal obligation of Assessments. The Developer for each Lot owned by him within the Properties hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association annual assessments or charges, including the cost of any maintenance of the Common Properties performed by or on

behalf of Radnor Township and special assessments for capital improvements such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of The Properties and in particular for the improvement and maintenance of the Common Properties, and any services and facilities to be supplied by the Association and devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including, but not limited to, the payment of taxes and insurance, repair, replacement and additions to the Common Properties and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Basis and Amount of Annual Assessments.

A. Not less than thirty (30) days prior to the commencement of each fiscal year of the Association, the directors of the Association shall estimate the cost and expenses, including a reasonable provision for contingencies to be incurred by the Association during such fiscal year in the performance of the duties of and exercise of the powers of the Association set forth in this Declaration. The amount of the costs and expenses estimated as aforesaid shall constitute the Annual Association Expense. The fiscal year of the Association shall be a calendar year unless otherwise determined by the Directors.

B. The Annual Association Expense shall be assessed to Owners as the Annual Assessment in the following manner:

1. In the event that no portion of the Additional Property has been subjected to this Declaration pursuant to the provisions of Article II, Section 2 B of this Declaration, the owners of each Lot situate upon Section I shall be assessed 1/35th of the Annual Association Expense.

2. In the event that any portion of the Additional Property is subjected to this Declaration pursuant to the provisions of Article II, Section 2 B of this Declaration, the Annual Association Expense shall be re-allocated so that each Lot bears an equal share of the Annual Association Expense. The Supplemental Declaration of Community Covenants, Restrictions and Easements applicable to each portion of the Additional Property shall provide for the Owner of each Lot thereunder to share equally in the expenses with the Owners of Section 1, and that the Developer shall pay the portion of said expense allocated to each Lot in the Additional Property until sold to the first Owner other than the Developer.

Section 4. Special Assessments for Capital Improvements.

A. When used in this Declaration, the term "Capital Improvement to the Properties" shall mean and refer to the construction or making of an improvement or betterment on or to any portion of the Common Properties beyond those improvements or betterments which are included on the General Plan of Development to be completed by Developer.

B. In addition to the annual assessments authorized by Section 3 hereof the Association may levy in any assessment year a special assessment, applicable to that year only, for the purposes of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least

thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Amount of Annual Assessment. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Association may change the amount and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds of the Members who are voting in person or by proxy, at a meeting duly called for this purpose,, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting, and further provided that no such change shall affect the obligation to levy and allocate assessments equally among all Lots on any portion of the Properties which has been subjected to the scheme of this Declaration.

Section 6. Quorum for an Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

A. At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty percent (60%) of all the votes shall constitute a quorum.

B. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall be based on a calendar year and shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement.

A. The first annual assessments shall be made for the balance of the calendar year in which assessments commence and shall become due and payable on the day fixed by the Directors. The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that calendar year bear to twelve.

B. The assessments for any calendar year, after the first year, shall become due and payable on the first day of March of said year.

C. The assessment levied against any property which is hereafter subjected to this Declaration at a time other than at the beginning of any assessment period shall be apportioned as set forth in A above.

D. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors.

A. The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period of at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

B. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessment; The Personal Obligation of the Owner; The

Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such penalty thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessment however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear a penalty for late payment from the date due at the rate of one percent (1%) per month, and the Association may bring an action at law against the Owner personally obligated to pay the same to foreclose the lien against the property. Any judgment obtained shall include said interest on the assessment as above provided and an attorney's fee of 15% together with the costs of the action. Each Owner by accepting title to a Lot subject hereto agrees that, on failure to pay any such assessment within thirty (30) days after due, the Association by its attorney is empowered to enter a copy of this Declaration, certified by the Secretary to be true and correct and with the Secretary's affidavit that the defendant is an Owner subject to the Provisions hereof, in any court having jurisdiction, and there to confess judgment in favor of the Association, or its agent or assignee, and against the delinquent Owner for the amount of any delinquent assessments, plus penalty as aforesaid, costs and a 15% attorney's fee.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- A. all properties to, the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- B. all Common Properties as defined in Article 1 Section 1 hereof;
- C. all properties exempted from taxation by the laws of the State of Pennsylvania, upon the terms and to the extent of such legal exemption.
- D. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VI

General Provisions

Section 1. Duration.

A. This Declaration shall become effective when it shall have been duly entered of record in the office of the Recorder of Deeds in and for Delaware County Pennsylvania. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, Radnor Township, the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the then owners of two-thirds of the Lots and Radnor Township has been recorded agreeing to

change said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless written notice of the proposed agreement is sent to every owner and Radnor Township at least ninety (90) days in advance of any action taken.

B. Notwithstanding the foregoing, the Developer reserves the right, by recording an instrument evidencing termination in the Office of the Recorder of Deeds for Delaware County, Pennsylvania, to terminate the effectiveness of this Declaration absolutely at any date prior to the date on which the deed conveying the first Lot from the Developer to the first owner other than the Developer is so recorded, provided Developer obtains the approval of Radnor Township.

Section 2. Use by Developer. Until the first day on which Developer shall not be in title to any Lot, the Developer may make any use of the Properties (other than the Lots with homes which have been transferred by the Developer to others) which is consistent with its development and improvement of the Properties thereof and with the construction and sale of Lots and Homes, without regard to any and all limitations on use elsewhere in this Declaration and in the rules contained, including by way of illustration and not of limitation, the use and storage of construction equipment and materials, maintenance of construction office and sales office, use of one or more sample homes, use of appropriate signs, and use of all roads and rights-of-way within The Properties for access to any construction site, sales office or model home.

Section 3. Condemnation of Common Properties.

A. Whenever any proceedings are instituted which could result in the temporary or permanent taking, injury or destruction of all or part of the Common Properties by the power of or in the nature of eminent domain or by an action or deed in lieu of condemnation, each member shall be entitled to notice thereof, and the Association and the Members at their expense may participate in such proceedings.

B. If all or any part of the Common Properties is permanently or temporarily taken, injured or destroyed by the power of or in the nature of eminent domain or by an action or deed in lieu of condemnation, the net award or other net proceeds thereof shall be payable to the Association. The Association shall, if appropriate first use such proceeds to repair or restore the Common Properties, and then shall distribute any balance to the Members equally or retain all or part thereof for use to pay or reserve against Common Expenses.

Section 4. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, and all such other provisions shall remain in full force and effect.

Section 7. Interpretation. The Association shall have the right to construe and interpret the provisions of this Declaration, and in the absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all persons or property benefited or bound by the provisions hereof. Any conflict between any construction or interpretation of the Association and that of any other person or entity entitled to enforce the provisions hereof shall be resolved in favor of the construction or interpretation of

Association.

Section 8. Modification by Developer, Corrective Amendments and Recording.

A. Developer specifically reserves the right to modify the terms and conditions of these covenants easements and restrictions without the necessity of obtaining the consent of any other party prior to such time as these covenants and Bylaws of the Association are approved by the Commissioners of Radnor Township or other appropriate governmental authority and thereafter with the consent of said authorities and the Association. Developer shall have the right to revoke these covenants, easements and restrictions in full prior to the settlement on the first Lot sold subject to these covenants, easements and restrictions.

B. If any amendment is deemed necessary in the judgment of the Developer to cure any ambiguity or to correct or supplement any provision of this Declaration or of the General Plan of Development which is incorrect, defective, or which is inconsistent with any of her provisions thereof or hereof, the Developer or the Association, as the case may be, may, without the approval of any Owner or Member, effect an appropriate corrective amendment to this Declaration.

C. Each amendment permitted by this Article shall be effective upon the recording in the Office of the Recorder of Deeds and for Delaware County, Pennsylvania, of an appropriate instrument reciting that this Declaration or the General Plan of Development is to be amended in accordance therewith, duly executed and acknowledged on behalf of the Developer or the Association, as the case may be.

IN WITNESS WHEREOF, the said B-K PROPERTIES and RADNOR TOWNSHIP have caused this Declaration to be duly executed the day and year first above written.