

**DECLARATION OF COVENANTS AND EASEMENTS
TANNERIE WOOD**

THIS DECLARATION, made and executed this day of _____, 19____, by DUBLIN PROPERTIES, a Pennsylvania Limited Partnership, hereinafter referred to as "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of certain real property more particularly described attached hereto as Exhibit "A"; and

WHEREAS, Declarant desires to create thereon a residential community to be known as Tannerie Wood with permanent Common Areas for the use, enjoyment and/or recreation of the residents of said community; and

WHEREAS, Declarant has reserved the right to bring additional areas of land and Common Areas within the said Tannerie Wood, as more particularly set forth in Article II hereof; and

WHEREAS, Declarant desires to insure the attractiveness of the homes within Tannerie Wood, to prevent nuisances, to preserve, protect and enhance the values and amenities in that community, and to provide for the maintenance of the Common Areas therein: and, to accomplish these purposes, desires to subject the real property described in Exhibit "A" attached hereto, and made part hereof, to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefits of said property and each Owner thereof: and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Tannerie Wood, to create an Organization to which should be delegated and assigned the powers of owning, maintaining and administering the Common Areas and administering the enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the Commonwealth of Pennsylvania, a non-profit -corporation, Tannerie Wood Association, for the purpose of exercising the powers and functions aforesaid within Tannerie Wood.

NOW, THEREFORE, Declarant hereby declares that the real Property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the Tannerie Wood Association, its successors and assigns.

Section 2. "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 3. "Declarant" shall mean and refer to Dublin Properties, a Pennsylvania Limited Partnership, and its successors or assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of Tannerie Wood, provided that if any portion of the land within Tannerie Wood is submitted to the provisions of the Pennsylvania Unit Property Act, approved July 3, 1963, P. L. 196, or to the provisions of any similar act which may hereafter replace the same, then, within such portion only, "lot" shall mean and refer to "unit" as therein defined and shall not mean and refer to the land upon which such "unit" is situated.

Section 5. "Member" shall mean and refer to the members of the Tannerie Wood Association qualified as provided in Article IV hereof.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is situated within Tannerie Wood, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Tannerie Wood" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is more particularly described by metes and bounds description attached hereto and made part hereof as Exhibit "A".

Section 2. Planned Future Additions. The Declarant reserves the right without the consent of the owners and members of Tannerie Wood Association to bring within the scheme of this Declaration additional properties in future stages of development as illustrated in Exhibit "B", attached hereto and made part hereof.

Section 3. Additions: Effect. The additions herein described may be made by the execution and recording of a Supplementary Declaration describing the land area constituting the addition and containing an appropriate reference to this Declaration. Whereupon, the provisions of this Declaration shall extend to and become applicable to such area and shall extend the jurisdiction of the Tannerie Wood Association, membership rights and obligations therein to the owners in such area, in all respects as if this Declaration had included such area from the beginning. Such Supplementary Declaration may contain such additions and modifications of the covenants and restrictions contained in this Declaration 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 in this Declaration within the existing property.

ARTICLE III
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following:

(a) the right of the Association to suspend the voting rights of any owner and his right to use the common areas or any facility thereon for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules;

(b) the right of the Association to dedicate or transfer all or any part of the common areas to any public agency or authority for such purposes and subject to such conditions as may be agreed upon by the Association. No such dedication or transfer shall be effective unless all of the holders of first mortgages of record in Tannerie wood and the owners of two-thirds (2/3) of the voting power of each class of membership in the Association have signed a written instrument agreeing to such dedication or transfer and the instrument has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-laws of the Association, his right of enjoyment to the common area and any facility thereon to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. Voting Rights: Classes. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners and shall be entitled to one (1) vote for each lot owned. When more than one person is the owner of any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one Class A membership vote be cast with respect to any lot. The Class A members shall not include the Declarant unless and until its Class B membership has ceased and has been converted to Class A membership as hereinafter provided.

Class B. The Class B member shall be the Declarant and shall be entitled to three hundred (300) votes. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when all of the lots in Tannerie Wood, including scheduled additions, have been improved, sold and occupied as residences by class A members; or
- (b) on December 31, 1982,

**ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and personal Obligation of Assessments. The Declarant, for each lot owned within Tannerie Wood, hereby covenants, and each owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed. is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, 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 interest, costs, and reason-able attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in Tannerie Wood and for the improvement and maintenance of the common areas and of the homes situated within said community.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to a Class A member, the maximum annual assessment shall be One Hundred Fifty Dollars (\$150.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to a Class A member, the maximum annual assessment may be increased each year not more than ten per cent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to a Class A member, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment in any amount but not in excess of the maximum.

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 of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 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 the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the first lot to a Class A member. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10%.) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI
ARCHITECTURAL CONTROL: PROTECTIVE COVENANTS

Section 1. Architectural Control. Excepting any original construction by the Declarant , no building, fence wall or other structure shall be commenced, erected or maintained within Tannerie Wood, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

Section 2. Protective Covenants. Without intending to limit the generality of the foregoing provisions of Section 1, the following restrictions are imposed as a common scheme upon all lots:.

(a) no tank for storage of gas or liquids may be maintained on any Lot unless hidden from external view;

(b) no fowl or animals, other than a reasonable and usual number of unobjectionable household pets, shall be kept on any lot and no animal compound or structure shall be maintained on any lot unless hidden from external view;

(c) no garbage, refuse, rubbish or cutting shall be deposited on any lot, street, sidewalk, parking area or common area unless placed in a suitable container provided by the Association or the lot owner. Containers provided by the lot owner shall not be placed on any street, sidewalk, parking area or common area except when necessary for collection and shall regularly be kept: in a location on the lot which is unobtrusive to view;

(d) no clothes lines or drying racks shall be so located as to be visible from any point on adjacent land.

(e) no equipment intended for children's recreational use, such as swing sets and slides shall be placed within the private area in such a way as to be exposed to view from roads, common areas or other private areas unless said equipment is surrounded by fencing or shrubbery approved by the Board of Directors of the Association or its appointed committee. This paragraph is intended to shield from view in a practical and attractive way such installations and shall not be so construed as to exclude installations tastefully hidden among shrubbery, trees or rock outcroppings.

(f) no noxious or offensive activity shall be carried on in any private area, nor shall anything be done or placed therein which may be or become a nuisance or cause unreasonable embarrassment, disturbance or annoyance to other owners in the enjoyment of their private areas or in their enjoyment of common areas.

(g) residents of Tannerie Wood are encouraged to landscape their private areas but are prohibited from planting non-indigenous species. The Association shall retain the right to request that certain trees and shrubs, etc., be trimmed so as to retain the view of other owners within the immediate vicinity.

(h) no signs whatsoever shall be permitted within any private area, with the exception of those listed below:

(1) Signs required by legal proceedings.

(2) Residential identification signs constructed of materials which are compatible with the architecture of the area, and these shall be subject to the approval of the Board of Directors of the Association or its appointed committee. These signs shall not exceed a total face area of two square feet.

(3) Signs of the type usually used by contractors, subcontractors and tradesmen may be erected during the authorized time of construction, provided those signs do not exceed a total face area of two square feet.

(4) For Sale or For Rent signs may be erected upon a private area, provided that no more than one sign is erected and that sign does not exceed a total face area of two square feet.

(5) No sign shall exceed a height of four feet from grade.

(i) truck, trailers, mobile homes, truck campers, boats and commercial vehicles shall not be kept, placed or maintained upon any private area in such a manner that such vehicle or boat is visible from neighboring property or roads. The provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during and used exclusively in connection with the construction of any work or improvement permitted by these covenants. Commercial vehicles engaged in the delivery or pick-up of goods or services shall be exempted from the provisions of this paragraph, providing that they do not remain within a private area in excess of a reasonable period of time. Vehicles commonly referred to as pick-ups are exempt from these provisions, providing they do not exceed three-quarters of a ton in empty weight.

(j) parking shall not be allowed on roads and streets except in designated places.

(k) no garbage or trash shall be placed in other than covered containers. Containers used for this purpose shall not be visible from neighboring property or roads. No waste shall be burned upon any lot, except trash may be burned inside homes that are properly equipped with inside incinerators. All garbage and trash collection and disposal shall be in strict compliance with the rules of Tannerie Wood.

(1) there shall be no exterior fires whatsoever except barbeque fires contained within receptacles designed for that use. No types of fuel which give off excessive smoke, excepting wood or charcoal shall be used for heating, cooking or any other purpose.

(m) no storm or decorative doors or windows shall be installed without the approval, in writing, of the Board of Directors of the Association or by an architectural committee as otherwise provided for herein.

(n) all garage doors shall be kept closed at all times, with the exception of those times a vehicle is actually entering or exiting the garage. The door may remain open for periodic maintenance of the door or garage area.

(o) no installations of exterior antennas shall be permitted.

(p) land and all improvements shall be maintained at all times by the owner in good condition and repair. The owner shall cause the structure to be repainted, resurfaced or repaired periodically as effects of damage, deterioration or weather become apparent. Appearance, color, type of painting or stain or other exterior condition shall not be changed without prior approval of the Board of Directors or its appointed committee. Unsightly condition shall constitute a nuisance as herein defined.

(q) home occupations shall be limited by right to persons engaged in the professions of medicine, law, design and fine arts, and other self-employed types of occupations, including but not limited to accounting, realty, dressmaking, and collecting of objects d'art. All home occupations shall be subject to the approval of the Board of Directors of the Association or its appointed committee and the following provisions:

(1) Occupation must be located within the dwelling unit used by such person for his or her home and shall show no external evidence thereof.

(2) Total area employed shall not exceed twenty-five percent of the gross floor area of the dwelling unit, but in any event shall be limited to six hundred square feet. Garages or porches, attached or otherwise, shall not be included in the floor area. Basements may be used and not included in the floor area calculation.

(3) Such home occupation shall be approved only for the use of the applicant, and may not be transferred between ownerships or from property to property.

(4) Other similar home occupations, if not more detrimental to the overall concept, may be permitted with the approval of the Upper Dublin Township Zoning Board of Adjustment and the Board of Directors of the Association or its appointed committee.

(r) the uses of the common area shall be subject to the rules of the Tannerie Wood Association.

**ARTICLE VII
PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes within Tannerie Mood and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or any other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, # however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successors in title. Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

**ARTICLE VIII
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver p of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions 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, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by all of the holders of first mortgages of record and the owners of the not less than ninety percent (90%) of the voting power of each class of membership in the Association, and thereafter by an instrument signed by the owners of not less than seventy-five (75%) percent: of the voting power of the membership in the Association. An amendment shall not be effective unless recorded.

Section 4. FHA/VA Approval. So long as there is FHA/VA participation in the mortgages on the individual homes, and as long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restriction.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hands and seals on the day and year first above written:

DUBLIN PROPERTIES
(SEAL)