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RESTRICTIVE COVENANT AGREEMENT

THIS AGREEMENT made the 13th day of December, A.D., 1976, between Carriage House Investments, Inc., a Pennsylvania Corporation and Beversrede Homeowners Association, a Pennsylvania Non-Profit Corporation:

WHEREAS, Carriage House Investments, Inc. is the owner of a certain tract or parcel of ground situate in the Townships of Pocopson and East Marlborough, County of Chester, Commonwealth of Pennsylvania more fully described in Deeds from R. Jacques T. DuPont, et ux, and R. Jacques T. DuPont, Trustee, dated the 9th day of December, A.D., 1975 and recorded at West Chester in the Office for the Recording of Deeds in and for the County of Chester in Deed Book T-44 page 202.

AND WHEREAS the aforementioned tract as recorded in Deed Book T-44 page 202 has been sub-divided into lots for a development to be called Beversrede.

NOW THEREFORE, Carriage House Investments, Inc., does hereby declare, make known and covenant for itself, its successors and assigns, that it does hereby and herein subject All That Certain tract of ground known as Beversrede, Situate in the Townships of Pocopson and East Marlborough as aforesaid, and more fully described in the deed recorded at West Chester as aforesaid in Deed Book T-44 page 202 to the following covenants and restrictions; which restrictions and covenants are to run with the land and shall be binding on all parties and all persons becoming owners of lots in the aforementioned sub-divisions:

1. No more than one single family dwelling and the associated service building customarily considered to be accessory to a dwelling shall be erected or maintained on any lot.
2. Each lot shall be used for residential purposes only, by one family only.

See Agmt. in Misc. BK 386 pg. 515 9/20/77

RECORDER OF DEEDS CHESTER CO. PA.

DEC 17 10 01 AM '76

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3. All buildings erected on any lot shall be set back from a continuous right of way or adjacent parcel to conform with the applicable zoning regulations of the township.

4. No building or structure or additions thereto shall be erected or used upon any lot until the plans and specifications for the building or structure, grading plan and plot plan shall have been submitted to and approved in writing by an Architectural Committee consisting of not more than four designated appointees of Carriage House Investments, Inc., its successors and assigns, and the Township Building Inspector.

5. Every accessory building shall be placed to the rear of a dwelling. The Architectural Committee and the Township Building Inspector shall determine which are the front, side and rear lines of a lot, and its decision shall be binding upon the lot owners.

6. No outside TV aerial or antenna shall be erected or maintained upon any lot or structure thereon except upon the written consent of the Architectural Committee.

7. No fence, or structural artifact that acts as a barrier exceeding eight feet in height, shall be erected, placed or maintained on any lot except upon approval by the Architectural Committee and the Township Building Inspector.

8. No advertising, signs or notices, except small signs identifying the owner of a lot, shall be erected or displayed except upon the written consent of the Architectural Committee and the Township Building Inspector.

9. No trailer, tent, out-building, or structure of temporary nature shall be used at any time as a residence on any lot. No trailer (whether occupies or not), boat, truck, commercial, or unused vehicle shall be parked on any lot.

10. No fowl shall be raised or kept and no kennel for the breeding or boarding of dogs shall be erected, maintained or used upon any lot.

11. An owner shall make no use of any lot which creates a nuisance or which is dangerous or offensive to the neighborhood. No structure upon a lot shall be used for manufacturing, business, trade, sales activities or any use other than residential use. The Architectural Committee and the Township Building Inspector shall determine whether a use is violative of the above provisions, and the decision of the Committee and Inspector shall be binding upon the lot owners.

12. Said Architectural Committee and the Township Building Inspector, in connection with their approval or refusal of any request of any lot owners, have the right to base their decision upon aesthetic or other consideration including an evaluation of whether or not the proposal will harmonize with, or will have a deleterious effect upon, the neighboring lots.

13. Nothing contained herein shall be construed to prohibit building, advertising and displaying to the public sample houses as authorized by Carriage House Investments, Inc., its successors or assigns.



14. When a lot having no dwelling erected thereon is conveyed, Carriage House Investments, Inc., will maintain the grass and/or trees thereon at the lot owner's expense, if said lot owner does not do so until the completion of a dwelling thereon. The grass will be cut at least three, but no more than six times per year.

15. The exterior of any dwelling being constructed on any lot shall be completed within twelve (12) months from the time of the first excavation or grading.

16. Each lot is conveyed under and subject to the Charter and By-Laws of Beversredo Homeowners Association, a Pennsylvania Non-Profit Corporation which will own open spaces in the development known as Beversredo. Each owner of a lot shall become a member and stockholder of said corporation and shall possess and be subject to all the rights, privileges, duties and obligations thereof.

17. Carriage House Investments, Inc., reserves for itself, its successors and assigns the full, free liberty and right at all times hereafter to have and use a right of way ten (10) feet wide along the rear and side lines of each lot for public and private utility, water and sewer purposes, including the right of installation and maintenance of said facilities.

18. Carriage House Investments, Inc., reserves for itself, its successors and assigns the right to dedicate the bed of any roadway or drive abutting a parcel to the Township in which it is situated without the joinder of any owner of such lot.

19. No wells are to be dug on any parcel or for the purpose of supplying water to any building. Carriage House Investments, Inc., its successors and assigns, will enter into a contract to supply water to each building, as approved by the Pennsylvania Department of Health and the Pennsylvania Utilities Commission, at the current water rates.

20. Any or all of the rights, powers, duties and obligations which in this instrument are assumed by, reserved or given to Carriage House Investments, Inc., may be assigned or transferred by said corporation to any one or more corporations or associations which will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by appropriate written instrument in which the assignee or transferee shall join and which shall be recorded and approved by the Township.

21. The provisions herein shall be binding upon all owners of land in said tract and their heirs, executors, administrators, successors and assigns until December 31, 1986, and these restrictions shall be automatically extended in their entirety for successive periods of ten years unless an appropriate written instrument consenting to their termination in whole or in part shall be executed, acknowledged and recorded by the owners of not less than a majority of the lots in said tract and the Supervisors of Pocopson and East Marlborough Townships, Chester County, Pennsylvania.

22. Carriage House Investments, Inc., hereby expressly reserves the right at anytime to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements or provisions contained herein so long as it shall be the owner of fifty percent of more.



of the lots shown on an official plan or plans of said tract, and thereafter the said corporation with sufficient of the owners of lots to constitute with said corporation owners of fifty percent of the lots in said tract may likewise annul, waive, change or modify any of the restrictions, conditions, covenants, agreements, or provisions contained herein. Said rights are subject to the approval of the Supervisors of Pocopson and East Marlborough Townships, Chester County, Pennsylvania.

23. There is certain acreage in the sub-division known as Beversrede which has been set aside as open space for any passive or active recreational use which the Homeowner's Association deems proper provided that said use does not violate any Township ordinance or cause a nuisance which conflicts with the public interest.

24. The Townships of Pocopson and East Marlborough as aforementioned are hereby expressly granted the right, but not the duty, by Carriage House Investments, Inc., and Beversrede Association, at anytime, to maintain the open space provided in the sub-division known as Beversrede and recover costs by lien against individual stockholders or association if the said Association does not properly maintain and care for the same or its appurtenances thereto.

25. At the Township's options, if said open space is not properly maintained, then the Supervisors of the said Townships, by joint resolution, can condemn the land and declare the same Township property in order to defer and cost of maintenance as is now or hereinafter may be provided in the Pennsylvania Municipalities Planning Code.

26. Carriage House Investments, Inc. and Beversrede Homeowner Association expressly agree that, if for any reason, it is proposed that the common open space and recreation areas of the sub-division known as Beversrede be disposed of, abandoned, or abolished, then said land shall be first offered for dedication without charge to the respective township before it is otherwise disposed of.

27. The Townships of Pocopson and East Marlborough shall be considered third party beneficiaries of this Restrictive Covenant Agreement, and therefore, as such, said Townships shall have the right, but not the duty, to enforce the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the said Carriage House Investments, Inc. and Beversrede Homeowners Association, have hereunto affixed their corporate seals the day and year first above written.

Attest: Johndy [Signature] Secretary By: Lawrence H. [Signature] President  
Carriage House Investments, Inc.

Attest: [Signature] Secretary By: Lawrence H. [Signature] President  
Beversrede Homeowners Association





COMMONWEALTH OF PENNSYLVANIA;  
COUNTY OF CHESTER

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ON THIS, the 13th day of December, 1976, before me, the under-  
signed officer, personally appeared Lawrence U. Ginter, who acknowledged  
himself to be the President of Carriage House Investments, Inc., a  
Pennsylvania Corporation, and that he as such officer being authorized  
to do so, executed the foregoing instrument for the purposes therein  
contained by signing the name of the corporation by himself as President.

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

*Cora Sue Peirce*  
Notary Public

NOTARY PUBLIC  
COUNTY OF CHESTER  
PENNSYLVANIA



COMMONWEALTH OF PENNSYLVANIA;  
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*Cora Sue Peirce*  
Notary Public

NOTARY PUBLIC  
COUNTY OF CHESTER  
PENNSYLVANIA



RECORDED BY DEEDS

Rec. In Chester Co. Pa. in  
Misc. bk. 318 Page 275

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