

# DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this 25<sup>th</sup> day of OCTOBER, 1999, by

## WEST NORRITON TOWNSHIP

situate in Montgomery County, Pennsylvania (hereinafter referred to as "Declarant" or "Municipality").

### BACKGROUND

Declarant, by Deed dated OCTOBER 25, 1999 and recorded in the Office of the Recorder of Deeds for Montgomery County in Deed Book \_\_\_\_\_ at page \_\_\_\_\_, acquired a certain parcel of land from **Gwynedd Glen, Inc.** containing fourteen and thirty one-hundredths (14.3) Acres located near Eagle Drive in West Norriton Township, Montgomery County, Pennsylvania, and being Parcel Number \_\_\_\_\_, being more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property").

By Ordinance 93-3 adopted on October 28, 1993, the Commissioners of Montgomery County created the Montgomery County Open Space Program whereby County funds are appropriated to grantee municipalities and other entities for the purchase of land for Open Space purposes as set forth in the Ordinance and in Guidelines adopted by the Montgomery County Open Space Board and approved by the County Commissioners.

Pursuant to the Ordinance and Guidelines and criteria of the Montgomery County Open Space Program and County Commissioners' Resolution No. 99-C.206 adopted on April 22, 1999, Declarant has applied for and has received such a grant in the amount of \$410,000 and has used the acquisition proceeds from said grant for the acquisition of the Property.

As a condition of the aforesaid Open Space Grant Program, any grantee which obtains such a grant and utilizes the funds for the acquisition of real estate agrees that a covenant restricting the real estate for open space purposes shall be recorded as a restriction running with the land, and that a restrictive covenant shall be placed in the deed to the real estate.

In consideration of the Open Space Grant which it has received, Declarant desires to execute this Declaration of Covenants, Conditions and Restrictions declaring that the Property shall be maintained as open space in accordance with the Montgomery County Open Space Program. Further, Declarant desires that this Declaration shall be recorded as a covenant running with the land, and shall otherwise be legally binding upon the Declarant.

NOW THEREFORE, intending to be legally bound hereby, Declarant hereby declares that the Property shall be utilized and maintained for Open Space purposes in accordance with the Montgomery County Open Space Program, subject to limitation and further restrictions of use more

## Declaration of Covenants, Conditions, and Restrictions, Page 2

particularly described below in Article I. No change of use, transfer of ownership, or sale of the Property shall occur without the written consent of the Commissioners of the County of Montgomery, Pennsylvania. This restriction shall have the effect of a covenant running with the land, and shall otherwise be binding upon the Declarant, and shall be enforceable only by the County of Montgomery (hereinafter referred to as "County").

### ARTICLE I - RESTRICTIONS

The use of the Property shall be restricted to open space in accordance with the Montgomery County Open Space Program. Any specific restrictions on the use of the Property are, among others, as follows:

- 1) Any new agreements, study results, title reports or other information that the Township receives relative to this property including any side agreements entered into by the Township, shall be fully disclosed to the County.
- 2) The Township shall manage and develop the open space property in an environmentally sensitive manner by minimizing the application of potentially harmful herbicides and pesticides and by preserving and enhancing native vegetation on site which promotes biodiversity.
- 3) A sign shall be placed on the property after purchase indicating the source of grant funds for the land acquisition and the public use status of the land.
- 4) The Township shall comply fully with all of the requirements in the Montgomery County Open Space Ordinance 93-3 and the Open Space Acquisition Grant Guidelines as they relate to the property.
- 5) The Township shall enter into a formal agreement with the Norristown Area School District to permit permanent and reasonable public access to the site from the adjoining high school property.
- 6) The Township shall enter into an inter-municipal agreement with East Norriton Township to be recorded with the deed. The agreement shall define various maintenance, public access, and use conditions which will apply to this property and to the adjoining open space property to be owned by East Norriton Township.
- 7) The property shall be subdivided from other lands currently owned by Gwynedd Glen, Inc.
- 8) The 14.3-acre property which is the subject of this grant has been purchased for permanent community recreation and may be utilized for general recreation uses including, but not limited to, walking trails, picnicking and sitting areas, nature study, playgrounds, and play fields. Such uses must not be in conflict with the sensitive environmental characteristics of the land. Uses relating to general municipal, public works, or utility purposes are not permitted. Structures which are recreational in use and relate to the open space use of the property may be constructed. Buildings or accessory structures which relate to municipal or public works purposes may not be constructed.

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### **ARTICLE II - ENFORCEMENT**

1. The County of Montgomery shall have the exclusive right and power to enforce this covenant and restriction, by any proceedings at law or in equity, against the Declarant or any person or persons violating or attempting to violate any provision of this Declaration of Covenants, Conditions and Restrictions; to restrain violation; to require specific performance and/or to recover damages.
2. Without limiting Declarant's liability therefore, the County, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. The County's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Declaration, and Declarant agrees that the County's remedies at law for any violation of the terms of this Declaration are inadequate and that the County shall be entitled to the injunctive relief described in this Article, both prohibitive and mandatory in addition to such other relief to which the County may be entitled including specific performance of the terms of this Declaration, without necessity or proving either actual damages or the inadequacy of otherwise available legal remedies. The County's remedies described in this Article shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
3. Cost of Enforcement. Any costs incurred by the County in enforcing the terms of this Declaration against Declarant, including, without limitation, costs of suit and attorneys' fees, and any cost of restoration necessitated by Declarant's violation of the terms of this Declaration shall be borne by Declarant.
4. The failure by the County to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

### **ARTICLE III - MISCELLANEOUS**

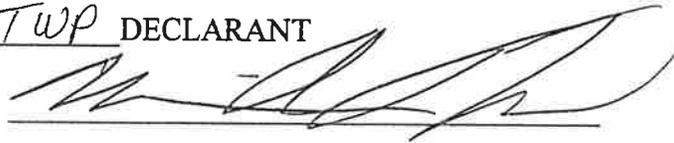
1. The covenants and restrictions of this Declaration shall run with the land and bind the Property in perpetuity, unless the Commissioners of Montgomery County give written permission to a change of use, transfer of ownership, or sale of the Property.
2. This Declaration shall be recorded in the Office of the Recorder of Deeds in and for the County of Montgomery, Pennsylvania.

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IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

WEST NORRITON TWP DECLARANT

By:

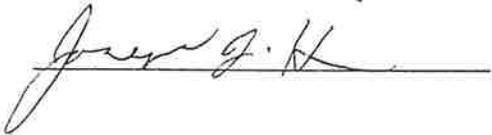


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ATTEST:



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On this, the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, before me, the undersigned officer, personally appeared \_\_\_\_\_

\_\_\_\_\_ who acknowledged (himself) (herself) (themselves) to be the \_\_\_\_\_ of \_\_\_\_\_, and that (he) (she) (they) as such \_\_\_\_\_ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of \_\_\_\_\_ by (himself) (herself) (themselves) as \_\_\_\_\_.

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

\_\_\_\_\_  
Notary Public