

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this 25th day of October, 1999, by

EAST 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 nineteen and fifty-seven one-hundredths (19.57) Acres located near Burnside Avenue in East 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.207 adopted on April 22, 1999, Declarant, in conjunction with West Norriton Township, has applied for and has received such a grant in the amount of \$457,000, in addition to a grant of \$184,120 received by West Norriton Township under the same resolution, 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

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Montgomery County Open Space Program, subject to limitation and further restrictions of use more 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 West 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 West Norriton Township.
- 7) The property shall be subdivided from other lands currently owned by Gwynedd Glen, Inc.
- 8) The 19.57-acre property which is the subject of this grant has been purchased for permanent community passive recreation and may be utilized for general passive recreation uses including, but not limited to, walking trails, picnicking and sitting areas, and nature study. 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.

East Norriton Township DECLARANT

By: Joseph C. Rouca Jr.
CHAIRMAN

ATTEST:

Helmut J. J. C. Lammert

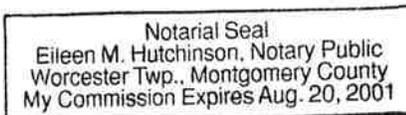
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On this, the 25 day of Oct, 1999, before me, the undersigned officer, personally appeared Joseph C. Rosca Jr

who acknowledged (himself) (~~herself~~) (~~themselves~~) to be the Chairman of E. Harriton Trg, and that (he) (~~she~~) (~~they~~) as such Chairman being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Joseph C. Rosca Jr by (himself) (~~herself~~) (~~themselves~~) as Chairman.

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

Eileen M. Hutchinson
Notary Public



CHICAGO TITLE INSURANCE COMPANY

SCHEDULE C

Number: SPA 26689 CHI

Commitment Number:

The land referred to in this Commitment is described as follows:

ALL THAT CERTAIN LOT OR PIECE OF GROUND, SITUATE IN THE TOWNSHIP OF EAST NORRITON, COUNTY OF MONTGOMERY, AND COMMONWEALTH OF PENNSYLVANIA DESCRIBED ACCORDING TO A SUBDIVISION AND OPEN SPACE PLAN PREPARED FOR GWYNEDD GLEN, INC. BY URWILER & WALTER, INC., DATED 10/9/1998 AND LAST REVISED 9/10/1999 AND RECORDED _____ IN PLAN BOOK _____ PAGE _____, AS FOLLOWS, TO WIT:

BEGINNING AT AN INTERIOR POINT SAID POINT BEING MEASURED ALONG LINE DIVIDING PARCEL "C" AND LANDS OF JOHN H. AND ESTHER SEIGLE 2ND; SOUTH 62 DEGREES 10 MINUTES 31 SECONDS EAST 553.84 FEET FROM THE CENTER LINE OF BURNSIDE AVENUE (S.R. 3004) AS SHOWN ON THE ABOVE MENTIONED PLAN AND PLACE OF BEGINNING; THENCE EXTENDING FROM SAID PLACE OF BEGINNING AND ALONG LANDS OF SIEGLE, THE TWO FOLLOWING COURSES AND DISTANCES, VIZ: (1) SOUTH 62 DEGREES 10 MINUTES 31 SECONDS EAST CROSSING A TRIBUTARY OF WEST BRANCH STONY CREEK 104.59 FEET TO A POINT, AN ANGLE; THENCE (2) CROSSING SAID CREEK NORTH 42 DEGREES 42 MINUTES 29 SECONDS EAST 308.50 FEET TO A POINT, IN LINE OF LAND OF HERBERT AND JEAN BEADLE; THENCE EXTENDING ALONG SAME, CROSSING SAID CREEK AND ALONG LANDS OF VARIOUS OWNERS, SOUTH 63 DEGREES 17 MINUTES 45 SECOND EAST 604.81 FEET TO A POINT, IN LINE OF LAND OF NEAL AND SUSAN COHEN; THENCE EXTENDING ALONG SAID LANDS AND ALONG LANDS OF VARIOUS OWNERS AND ALONG A FIFTY FEET WIDE ACCESS TO CRESSWELL DRIVE CUL-DE-SAC, SOUTH 42 DEGREES 26 MINUTES 46 SECONDS WEST 760.19 FEET TO A POINT, A CORNER OF LANDS OF BRIAN AND KARA GREMMINGER; THENCE EXTENDING ALONG SAME AND ALONG LANDS OF VARIOUS OWNERS, SOUTH 48 DEGREES 43 MINUTES 14 SECONDS EAST 304.66 FEET TO A POINT, A CORNER OF LANDS OF SHEFFIELD VILLAGE HOMEOWNERS ASSOCIATION; THENCE EXTENDING ALONG SAME SOUTH 50 DEGREES 47 MINUTES 35 SECONDS EAST 175.95 FEET TO A POINT, A CORNER OF LANDS OF STONYBROOK CONDOMINIUM; THENCE EXTENDING ALONG SAME, SOUTH 42 DEGREES 01 MINUTES 43 SECONDS WEST 240.00 FEET TO A POINT; THENCE EXTENDING ALONG LINE DIVIDING THE TOWNSHIP OF WEST NORRITON AND THE TOWNSHIP OF EAST NORRITON NORTH 57 DEGREES 03 MINUTES 55 SECONDS WEST 1330.55 FEET TO A POINT, A CORNER OF PARCEL "C"; THENCE EXTENDING ALONG PARCEL "C" NORTH 54 DEGREES 06 MINUTES 23 SECONDS EAST 719.63 FEET TO A POINT; BEING THE FIRST MENTIONED POINT AND PLACE OF BEGINNING.

BEING PARCEL "B" ON THE ABOVE MENTIONED PLAN.

TOGETHER WITH THE FREE AND COMMON USE, RIGHT, AND PRIVILEGE OF A CERTAIN 50.00 FEET WIDE ACCESS EASEMENT, ON THE NORTHWESTERLY SIDE OF CRESSWELL DRIVE CUL-DE-SAC AS SHOWN ON THE ABOVE MENTIONED PLAN. SUBJECT TO THE PROPORTIONATE PART OF THE EXPENSE OF KEEPING SAME IN GOOD ORDER AND REPAIR.