

**Rules and Regulations**  
**Broad Run Ridge Homeowners Association**

## Deed Restrictions And Rules and Regulations

The Deed Restrictions limit the use of each homeowner's property and provide rules on alterations and changes to the property. For example:

- The premises can only be used for residential purposes and not trade or business use is permitted.
- No alterations can be made without proper approval in order to insure that all structures in Broad Run Ridge shall exist in general harmony and character.

Two sets of Deed Restrictions exist, Phase 1 Deed Restrictions and Phase 2 Deed Restrictions. The two Deed Restrictions are very similar but the original Phase 2 Deed Restrictions allowed the installation of pools whereas the Phase 1 Restrictions did not. The Phase 2 Deed Restrictions were amended in 1996 to disallow the installation of pools. The Phase 1 Deed Restrictions and Amended Phase 2 Deed Restrictions are attached.

In the 1997 Amendment to the Bylaws, the Homeowners' Association, through its Board of Directors, was charged with the responsibility and power to adopt rules and regulations (including fines for violation thereof) concerning the interpretation, implementation, administration and enforcement of the Deed Restrictions. In 1998, the Board of Directors approved the attached Rules and Regulations, Phase 1 and 2, and Procedures for Approval and Penalties for Violations. In developing the Rules and Regulations, the Board's goal was to be inclusive of all restrictions included in Phase 1 and 2 Deed Restrictions, and to clarify any ambiguous terms. Special focus was given to interpreting the Deed Restriction that "all structures in Broad Run Ridge exist in general harmony and character."

Also attached are Rules and Regulations for the Open Space and Regulations on the Use of Common Area for Sewage Disposal Systems and Absorption Fields. In 2007, an Amendment to the Deed Restrictions was approved by the Homeowners permitting the use of high quality shingles of fiberglass or other synthetic materials which suitably simulate natural, wood shingle materials to be used for roof replacement.

## RULES AND REGULATIONS

### Broad Run Ridge – Phases I and II

- 1 All construction of any kind or description shall conform with provisions of the New Garden Township Zoning Ordinance or as amended and/or as permitted by applicable variance. Notwithstanding the restrictions herein contained in Paragraphs 1 – 17 inclusive, no permitted use or restriction or other provision shall be in conflict with or contrary to the intent, purpose and provisions of any zoning ordinance in effect.
- 2 The premises shall be used only for residential purposes, and no trade or business or industrial use of any kind or character shall be permitted, operated or maintained thereon. The term "residential purpose" does not preclude the maintenance of a family garden or orchard.
- 3 Fowl raising, dog breeding, boarding kennels, or other animal venture on a commercial scale shall not be permitted on the premises. This provision shall not prevent the keeping of household pets. Pennsylvania dog laws must be abided. All dogs must be under direct control (leashes). Owners are required to immediately cleanup after their pets and ensure their pet does not create unreasonable disturbance or noise. No owner shall permit their pet to run loose in the Open Space or other owner's lot.
- 4 No septic tank, cesspools, field drains, or wells shall be constructed on the premises within fifteen feet of common boundaries or roadside lines. The Broad Run Ridge Homeowner's Association must approve any septic tank, cesspools, field drains, or wells that are located on or affect the Open Space.
- 5 No dwelling shall be erected on the premises which shall be designed for occupancy by more than a single family; however, this shall not prohibit quarters for domestic servants. Only one dwelling shall be permitted on the premises; however, this clause shall not be construed to prohibit the construction of an attached garage contemporaneous with the principal dwelling.
- 6 The premises shall not be divided or subdivided in any manner. This restriction shall not prevent the conveyance of property between adjacent property owners to correct or change common boundaries, so long as the resulting acreages and separate ownerships are not substantially changed nor in violation of any applicable municipal ordinances or code requirements.
- 7 The construction of any dwelling or other permitted building must be completed within one year of the date of groundbreaking. Whether or not occupied, the premises must be kept in neat and proper conditions at all times with respect to mowing of grass and other external care.
- 8 The premises are subject to existing rights of way for utilities, all of which shall be conducted underground. Power lines for utility locations to residences shall be conducted underground.
- 9 The parking of trucks, commercial vehicles, boats and other marine equipment or house trailers in or about the property is prohibited.



10. No unlicensed, uninspected, or inoperable vehicle may be stored outside the premises for more than thirty (30) days.
11. Appearance: No debris, lumber, metals, bulk materials, refuse or trash may be accumulated or stored on the premises, except firewood stacked in a neat pile. It is the responsibility of the homeowner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his lot or on or about his dwelling. Each owner is responsible for maintaining the lawn, shrubbery, landscaping and trees on his lot in a neat condition and shall also conduct all necessary maintenance, repairs and replacements to the exterior of the dwelling.
12. The sale and removal of top soil from the premises is prohibited.
13. No changes to the external appearance of a residence or lot are allowed unless plans and specifications showing size, shape, floor plans, materials, colors, location, elevations, disposition of fill and approximate cost of proposed changes have been submitted to and approved by the Broad Run Ridge Homeowner's Association. No construction is to begin upon any residence until approval is obtained. The intent is to insure that all structures in Broad Run Ridge exist in general harmony and character with their surroundings.

Maintenance and upkeep which involves replacement of existing materials with like kind does not require Association approval. Examples are repairing, maintaining and/or replacing exterior materials such as siding, roofing, doors and windows with like materials so as not to alter external appearance, and landscaping which does not change lot elevation or water runoff.

The Board shall consider the following standards in its consideration of a request by a homeowner to make external appearance changes, not otherwise approved under Paragraph 13, Clause A. The Board is permitted to utilize other standards and may permit deviations from the standards set forth below:

- A. Materials of Construction – All materials used must be in harmony and character with Broad Run Ridge. Hand-split cedar shake roofs; rough sawn cedar siding; wood fascia and window trim; wood framed windows and doors; stone; stucco; cedar or pressure treated lumber for decking and deck stairs; pressure treated lumber or stone for landscape borders and retaining walls are the required materials.
- B. Paint – All exterior colors and textures need to be approved by the Broad Run Ridge Homeowner's Association. The intent is to maintain colors and textures that are in harmony and character with Broad Run Ridge. This means that the Association will generally allow homeowners to use natural earth tones in the light gray, light green and light tan colors.
  - i. The body of the house must be of a uniform color in the earth tone family described above. Use of high gloss paint on these surfaces is prohibited.
  - ii. Fascia boards, shutters and window/door trim may be a contrasting color from within the earth tone family described above. Use of high gloss paint on these surfaces is prohibited.
  - iii. Windows are to be the same color as the body. Stain or paint may be used on the windows themselves. The choice depends on the desired appearance by the homeowner and consideration for providing the best protection for wood windows. Use of high gloss paint on these surfaces is prohibited.

- iv Front door and side lights may be treated in a unique stain or color at the discretion of the homeowner.
  - v Decks may be left natural, protected with a water repellent treatment which is either clear or has a natural wood shade in it, or painted the same color as the body.
  - vi Roofs may be left natural or protected with a water repellent treatment which is either clear or has a shade/tint. If a shaded repellent is used, it must be approved by the Association.
- C Exterior Additions to a Residence – All exterior additions to a residence or to a garage are to be approved by the Association. No additional outbuildings or sheds shall be erected or permitted to exist.
- D Hot Tubs and Jacuzzis – Hot tubs and Jacuzzis are to be located on a deck which is connected to the residence and not visible from the street. Any related equipment must also be located "out of sight". The intent is to have the tub located close to the residence to minimize the impact on the natural setting of the community.
- E Fences and Hedges – No fence or hedge or other continuous obstruction shall be erected or allowed without approval of the Association.
- F Exterior Lighting – All exterior lighting, including flood lights, spot lights and street lighting and lamp posts are to be installed so as to illuminate the homeowner's residence and property and have minimal impact on adjacent homeowner's premises or the night sky. In general, this means that such lighting is to be directed in a downward fashion.
- i Security lighting may be installed so as to illuminate a homeowner's residence and property for the purpose of making a residence safer at night.
  - ii Street lighting and lamp posts may not be erected on the right of way set aside for public roads.
- G Mailboxes – To preserve a common look to our community, the only mailbox and mailbox support structure allowed will be that which appears identical to the original provided by Wilkinson Builders. They are metal, extra large and painted (post and box) to match the body of the home.
- H Other External Structures – No other external structures are to be installed or erected without approval of the Association.
- 14 Outside Antennas, Satellite Dishes, Etc. – No outside tv satellite dishes (>1 meter in diameter) or other outside antennas or other devices for sending or receiving transmission signals may be installed or placed on the premises. Similarly, no solar panel or other roof mounted appurtenances may be installed or placed on the premises. Homeowners wishing to install dishes < 1 meter in diameter should locate them to minimize visibility from the public road. Examples are back of home, backyard, rear roof and below roof line, and side of home.
- 15 Pools – No swimming pools, in ground or above ground, shall be permitted to be constructed or maintained in Phase I of Phase II of the development.
- 16 Clothes Lines – No external clothes lines, clothes racks or similar structures are permitted.

- 17 Neither the Homeowner Association, nor any of its officers, directors or agents, shall be liable in damages to anyone submitting any plan or request to them for approval, or any other owner affected hereby, by reason of mistake in judgment, negligence or nonfeasance arising out of or in the connection with the approval or disapproval or failure to approve, any such plans or request. Every owner who submits any plan or request to the Broad Run Ridge Homeowner's Association for approval agrees by submission thereof, and every owner agrees by acquiring title to any portion of the property, that he will not bring any such action or suit to recover any such damage.



## I. APPROVAL PROCESS

**All changes** to either the lot or dwelling specified in the Deed restrictions or Rules and Regulations requiring board approval must be submitted in writing to the Home Owners' Association Board of Directors. The plans should be mailed to the managing agent who will forward the plans to the Board or designee (i.e. Architectural Control Subcommittee). The board will respond within thirty (30) days of the Board's receipt of the plans. If a decision is not rendered in writing in 30 days, the request is deemed approved unless the applicant is informed in writing that additional time is required. The board's response will be either approve the request, deny the request, request additional information or advise that additional time is needed. Any changes made without the aforementioned approval may be subject to fines being imposed for each day the violation exists.

## II. ENFORCEMENT ACTIONS

The BRR HOA Board may take disciplinary action against any homeowner for breach of any Restriction or Rule and Regulation of the Association. Disciplinary action authorized may consist of any or all of the following:

1. A fine not to exceed \$500.
2. Failure to pay a fine within fourteen (14) days after imposition thereof shall constitute a separate offense.
3. In addition, a member may be liable to the Association for reasonable attorney's fees incurred in enforcing the Bylaws, Deed Restrictions or Rules and Regulations.

The owner has the right to be heard by the Board with respect of the levying of the fine by notifying the Board through the managing agent within fourteen (14) days of the receipt of the notification that a violation assessment has been levied. The Board will allow for a hearing at the next regularly scheduled meeting, not to exceed thirty (30) days. Any daily violation assessments shall continue to accrue pending the disposition of any such hearing, as long as the condition which creates the violation continues to exist.

## III. PROCEDURE FOR DISCIPLINARY ACTION

Any violation may be reported to the Board or Managing Agent by any homeowner. The Board or designee will verify the reported violation within thirty (30) days of receipt and determine corrective measures to be taken to effect compliance. The procedure for disciplinary action shall be as follows:

1. The Board shall give any member alleged to be in violation of any covenant, restriction, rule or regulation 10 days' written notice of a hearing before the board, which notice shall set forth the nature of the alleged violation or violations and associated fine.
2. If, prior to the hearing, the violation is fully cured, as determined by the Board, the Board shall not impose said fine.
3. If the Member has not fully cured the violation prior to said hearing, the Board may, after giving the Member an opportunity to be heard, assess said fine as set forth in the Board's notice.

Revised:  
October 30, 2004

Any daily violation assessments shall continue to accrue as long as the condition which creates the violation continues to exist. The Board or designee will report back to the original reporting homeowner upon resolution.



## **BROAD RUN RIDGE HOMEOWNERS ASSOCIATION**

### **Rules and Regulations** *for the* **Open Space**

#### **OBJECTIVE and PURPOSE**

The Open Space is defined as the 22 plus acres of land and pond between the residential property located on the downhill side of Wilkinson Drive or Wilkinson Drive itself beyond Lot 30 of Broad Run Ridge and the property line running along Broad Run Creek and then to Watson Mill Road from a point west of Lot 30 of Broad Run Ridge and all easements therein. The land is held by the Broad Run Ridge Homeowners Association (BRR HOA) for the private use of its members and whose Board of Directors are responsible for its use, care and maintenance. To ensure proper control and care of the area so that it continues to provide individual enjoyment for which it was designed while enhancing the appearance of the community, the Board hereby declares the following to be the Rules and Regulations under which the Open Space will operate.

#### **RULES and REGULATIONS**

1. All erection, construction, modification, improvement and maintenance within the Open Space including exercising easement options, must be approved by the Board of Directors which may bring with it certain requirements.
2. The Board of Directors must approve any septic tanks, cesspools, field drains, or wells that are located on or affect the Open Space (refer to Regulations on Use of Common Area for Sewage Disposal Systems and Absorption Fields).
3. The driving of cars and trucks on the Open Space is prohibited except for those required to provide maintenance to the pond, septic systems and rear yards of the residential properties. If any damage is done to the Open Space by vehicles contracted by a homeowner, then that homeowner shall be responsible for repairing the damage. Alternatively, the Board may have the damage repaired and may bill the homeowner.
4. The Open Space is not to be used for bikes, motorized bikes, motorcycles, all terrain vehicles, snowmobiles, and all other forms of recreational vehicles.
5. Maintenance of the Open Space is the sole responsibility of the Association. As such, the following are some of the standards used by the Board to exercise its responsibility:
  - a. The grass in the Open Space shall be regularly cut and maintained.
  - b. An eight-foot vehicle access to the Open Space will be maintained from White Clay Drive.
  - c. The pond will be maintained to minimize algae and to provide a pleasant view.
  - d. The structural integrity and safety of the pond must be regularly reviewed and maintained.
6. Only Association members, their families or tenants residing in a member's dwelling and their invitees shall have the right to use the Open Space.
7. In order to avoid conflicts and to allow for community comment, organized events scheduled for the Open Space shall require prior approval from the Board. A minimum of 30 days is requested.

8. The Board reserves the right to remove any person from the Open Space at any time and for any reason so long as in their reasonable judgment such removal is in the best interest of the person or other persons having a right to use the property. Continual or repeated violations of the Rules and Regulations shall be the basis for permanently barring any person from the use and enjoyment of the Open Space and the pond.
9. Use of the Open Space may be denied to any member who is delinquent in payment of assessments or other charges of the Association.
10. No motor powered boats or other boats longer than 10 feet shall be permitted on the pond.
11. No trash or waste shall be disposed of in the Open Space or the pond.

**REGULATIONS ON USE OF COMMON AREA FOR  
SEWAGE DISPOSAL SYSTEMS AND ABSORPTION FIELDS**

1. No storage tank or septic tank, and no sewage drainage or absorption field components other than standard subsurface sewage absorption fields (i.e., excluding sand mounds), may be installed on or in the Common Area, unless otherwise approved by the Association on the basis of strict necessity.
2. Prior to entry upon the Common Area for purposes of installation or testing, Lot Owners proposing to utilize the Common Area for a sewage disposal system must provide the Association with all necessary permits and licenses required by the Chester County Health Department and any other local and state agencies which regulate sewage systems.
3. The cost of permitting, installation, repair, replacement, maintenance, and restoration for each sewage system and connecting lines shall be borne solely by the Lot Owner whose lot is serviced by the sewage disposal system.
4. Lot Owners who install a sewage disposal system in the Common Area and their successors and assigns, shall indemnify and hold harmless the Association, its successors and assigns, from and against any claims, damages, losses, liabilities, penalties, fines or expenses which may be incurred as a result of the exercise by the Lot Owner of any of the rights or privileges herein granted or the failure of the Lot Owner, at all times, to maintain the sewage disposal system located within Common Area in a properly functioning condition and in compliance with the applicable governmental rules and regulations.
5. The Lot Owner whose lot is serviced by the sewage disposal system shall promptly restore (including regrading and reestablishing ground cover) any ground within the Common Area which is disturbed during the installation, repair, replacement, maintenance and/or restoration of the sewage disposal system.
6. Prior to the installation of a sewage disposal system within the Common Area, the Lot Owner must enter into an Easement Agreement in form and content acceptable to the Association to which must be attached a survey plan and a legal description of the proposed location of the sewage disposal system (prepared by a licensed engineer or professional land surveyor). The costs of preparing the necessary survey description and agreement (including attorney fees and engineering fees) will be borne by the Lot Owner.
7. Lot Owners whose lots are serviced by the sewage disposal system shall take whatever actions are necessary to keep and maintain in good working order, at their sole expense, the sewage disposal system located within or on the Common Area.



**DEED RESTRICTIONS  
BROAD RUN RIDGE PHASE I**

**SUBJECT, NEVERTHELESS,** to the following covenants, conditions, restrictions, reservations and limitations, all of which shall be considered as covenants running with the land which shall be binding upon the Grantees herein, their heirs, administrators, executors, successors and assigns.

1. All construction of any kind or description shall conform with provisions of the New Garden Township Zoning Ordinance or as amended and/or as permitted by applicable variance.

2. The herein described tracts and premises shall be used only for residential purposes, and no trade, business, or industrial use of any kind or character shall be permitted, operated or maintained thereon. The term "residential purpose" does not preclude the maintenance of a family garden.

3. No fowl raising, dog breeding, boarding kennels, or other animal venture on a commercial scale shall be permitted. This provision shall not prevent the keeping of household pets.

4. No dwelling shall be erected on the premises designed for occupancy by more than a single family.

5. No lot as set forth on the recorded plan of Broad Run Ridge Phase I shall be divided or subdivided in any manner.

6. No construction of any residence or garage on the premises shall be commenced until the plans and specifications showing size, shape, floor plans, materials, colors, location, elevations, disposition of fill and approximate cost of said residence shall have been submitted to and approved by Broad Run Valley, Inc., or its successors in title or its designated representatives. The intent of such approval is to insure that all structures at Broad Run Ridge Phase I shall exist in general harmony and character. Wood shingle roofs or tile or slate equivalent shall be required. Exterior colors and texture shall be the subject of approval by Broad Run Valley, Inc. as aforesaid. The term "in general harmony and character" is intended to discourage the use of paint and encourage stain and natural exterior finishes.

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7. No exterior additions increasing the size, shape, texture, or original color shall be permitted, either to the principal residence or garage. An exception to this may be the later addition of preapproved screened porches. No additional outbuildings shall be erected or permitted to exist.

The utilization of ground floor rooms by the addition of windows and the addition of windows to areas designated as studio in the master plan of residential units and the addition of fabric awnings on the deck areas shall be permitted after application and approval of plans of Broad Run Valley, Inc., or its successors in title or its designated representatives provided the exterior character and appearance continues to be in harmony with the adjacent units.

Interior remodeling that does not change substantially the character of the dwelling shall be at the option and control of the owner.

8. No hedge or other continuous obstruction shall be erected or allowed to exist on any but the side property line between adjoining owners. Continuous boundary fencing at the rear of the premises is prohibited to the end that, in general, the rear of residential properties beyond patio areas may be maintained by power equipment controlled or owned by an association of property owners.

9. The premises are subject to existing rights-of-way for utilities, all of which shall be conducted underground. Power lines for utility locations to residences shall be conducted underground. No outside clothes lines shall be maintained. Should reception conditions make it necessary to erect exterior antennas, they shall not be erected until application has been made to and approval granted by Broad Run Valley, Inc.

10. The parking of trucks or commercial vehicles or house or boat trailers in or about the property is prohibited.

11. No swimming pools in ground or above ground shall be permitted to be constructed or maintained. An exception to this may be the erection of a community pool or pools as may be authorized to be built and maintained on open space property after approval by the BROAD RUN RIDGE HOMEOWNERS' ASSOCIATION membership.



12. No street lighting shall be erected on the right-of-way area set aside for public roads, and no high-intensity security lighting such as mercury or halogen gas lamps shall be erected or used on any property.

13. The Grantees herein by acceptance of this Deed obligate and bind themselves, their heirs and assigns, to membership in BROAD KOW RIDGE HOMEOWNERS' ASSOCIATION, a non-profit corporation to be formed and to be bound by all its rules and regulations and subject to all of the duties and obligations involved by membership in said corporation. The Grantees herein covenant to pay the annual service charges assessed by said corporation and acceptance of this Deed shall be held to be a consent to so pay. It is expressly agreed that such annual service charges are a lien or encumbrance on the land herein conveyed. Any such lien or encumbrance shall be subordinated to the lien of any Mortgage or Mortgages when such service charges accrue; provided that such subordination shall be applicable only to charges that shall become payable on the passing of title under foreclosure of such Mortgage or Mortgages, and nothing herein shall be held to affect the rights to enforce the collection of such charges accruing after foreclosure also shall be subordinate in line to the line of any further Mortgage or Mortgages which are placed on the herein described property, with the intent that no charge shall at any time be prior in lien to the lien of any Mortgage or Mortgages whatsoever on the herein described property.



This Amended Declaration of Restrictions is made by Broad Run Valley, Inc. with the consent and agreement of the record owners of Lots comprising of not less than 75% of the acreage of the Broad Run Ridge Subdivision, all of which record owners are identified as follows: Robert and Christine Larick (Lot #1), Robert and June Murphy (Lot #2), Bruce and Dorothy Hammond (Lot #3), Carl and Donna Landerl (Lot #4), Cathleen Palopoli (Lot #5), Joseph and Ruthea Mauro (Lot #6), Brian and Christine O'Neal (Lot #7), Mark and Jill Eason (Lot #8), Steven and Candance Lorenz (Lot #9), David and Nita Trexler (Lot #10), Richard and Joan Herman (Lot #11), Norman and Ness (Lot #12), Ronn and Karen Fletcher (Lot #13), William Davis, et ux. (Lot #14), David and Karen Pyle (Lot #15), Eric and Susan Groen (Lot #16), Guy J. M. Macarios and M.J. Quellet (Lot #17), Nathan and Pamela Pickard (Lot #18), Kathryn Van Devender (Lot #20), Julie Ciarrocchi (Lot #22), Michael and Linda Keavany (Lot #25), Kelly and Melanie Hanick (Lot #26), Greg Larson (Lot #30), William and Lynn Pharis (Lot #32), Kevin and Colette Daney (Lot #33), Carroll and Margaret Mumford, III (Lot #34), Vincent and Sally Avallone (Lot #35), Robert and Laura Felicetti (Lot #36), Nathan and Joan Kleinberg (Lot #37), Charles and Margaret Taylor (Lot #38), Noriko Shinohara (Lot #39), Joseph and Lynn Parker (Lot #40); Broad Run Valley, Inc. (remaining Lots).

### BACKGROUND

A. Broad Run Valley, Inc., is the original owner and current developer of a certain 51.1 acre (more or less) parcel of land situate in New Garden Township, Chester County, Pennsylvania, and being more fully bounded and described, in part, in a Deed dated May 30, 1972, and recorded in Chester County in Deed Book Q-40, Page 585 and, in part, in deeds dated May 30, 1972 in Chester County in Deed Books L-43, page 17 and M-42, page 272 (the "Property").

B. Part of the Property was subdivided into 13 individual building Lots, together with 5.831 acres of open space area ("Phase I") pursuant to a certain plan entitled "Broad Run Ridge Phase I" dated May 6, 1987, revised June 2, 1987, by Hillcrest Associates, Inc., and recorded in Chester County as Plan No. 7310.

C. The remaining acreage comprising the Property was subdivided into 27 individual building Lots, together with 14.752 acres of open space area ("Phase II") pursuant to a certain plan entitled "Broad Run Ridge, Phase II" dated July 24, 1987, revised September 21, 1987, and recorded in Chester County as Plan No. 7754.

D. The lots in Phase II are subject to certain deed restrictions recorded July 21, 1995, in Chester County Book 3916, page 912 et. seq. and recorded July 24, 1987 at Book 8838, page 111 (the "Phase II Restrictions").

E. The Phase I lots are subject to deed restrictions recorded in Chester County Deed Book, page 18, page 268 (the "Phase I Restrictions").

F. The Phase I Restrictions and the Phase II Restrictions are not mutually consistent with respect to treatment of installation of swimming pools.

G. The Phase II Restrictions may be amended by written agreement of not less than

H. The purpose of this Amendment to the Phase II Restrictions is to make uniform throughout the Property, the Restriction contained in the Phase I Restrictions.

NOW, THEREFORE, intending to be legally bound, Declarant, with the written agreement of record owners of lots containing not less than 75% of the acreage in Phase II, and in Phases I and II collectively, hereby declare and agree the Phase II Restrictions are amended at paragraph 14 of those recorded in Book 3916 and page 914, and by the addition to those recorded at Book 838, Page 111; of the following:

14. No in ground or above ground pool shall be placed on the premises.

The above amended restriction supersedes any inconsistent provision contained in the Phase II Restrictions and apply to all Lots in Phases I and II of the Property.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

Attest:

DECLARANT:

BROAD RUN VALLEY, INC.

\_\_\_\_\_

By: \_\_\_\_\_

LOT OWNERS: See Attached Joinders

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF :

ON THIS, the \_\_\_ day of \_\_\_\_\_, 199\_\_\_, before me, the undersigned Officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, and that as such Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of said Corporation by himself as such Officer.

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

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

(SEAL)



The undersign join in and agree to the foregoing Amendment to Restrictions.

Lot Number: \_\_\_\_\_

Lot Owners

SIGN:

X \_\_\_\_\_

PRINT OR TYPE NAME:

X \_\_\_\_\_

SIGN:

X \_\_\_\_\_

PRINT OR TYPE NAME:

X \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA :

: SS.

COUNTY OF :

ON THIS, the \_\_\_\_ day of \_\_\_\_\_, 199 , before me, the undersigned Officer, personally appeared \_\_\_\_\_, known to me, (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

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

(SEAL)



BROAD RUN RIDGE - PHASE II

UNDER AND SUBJECT, NEVERTHELESS, TO THE FOLLOWING COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND LIMITATIONS, ALL OF WHICH SHALL BE CONSIDERED AS COVENANTS RUNNING WITH THE LAND AND WHICH SHALL BE BINDING UPON THE GRANTEEES HEREIN, THEIR HEIRS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS.

1. THE HEREIN DESCRIBED PREMISES SHALL BE USED ONLY FOR RESIDENTIAL PURPOSES (AND INCIDENTAL AGRICULTURAL USE), AND NO TRADE OR BUSINESS OR INDUSTRIAL USE OF ANY KIND OR CHARACTER SHALL BE PERMITTED, OPERATED OR MAINTAINED THEREON. THE TERM "RESIDENTIAL PURPOSE" DOES NOT PRECLUDE THE MAINTENANCE OF A FAMILY GARDEN OR ORCHARD.

2. FOWL RAISING, DOG BREEDING, BOARDING KENNELS, OR OTHER ANIMAL VENTURE ON A COMMERCIAL SCALE SHALL NOT BE PERMITTED ON THE PREMISES. THIS PROVISION SHALL NOT PREVENT THE KEEPING OF HOUSEHOLD PETS.

3. NO SEPTIC TANK, CESSPOOLS, FIELD DRAINS, OR WELLS SHALL BE CONSTRUCTED ON THE PREMISES WITHIN FIFTEEN (15) FEET OF COMMON BOUNDARIES OR ROADSIDE LINES.

4. NO DWELLING HOUSE SHALL BE ERECTED ON THE PREMISES WHICH SHALL BE DESIGNED FOR OCCUPANCY BY MORE THAN A SINGLE FAMILY; HOWEVER, THIS SHALL NOT PROHIBIT QUARTERS FOR DOMESTIC SERVANTS. ONLY ONE DWELLING SHALL BE PERMITTED ON THE PREMISES; HOWEVER THIS CLAUSE SHALL NOT BE CONSTRUED TO PROHIBIT THE CONSTRUCTION OF PRIVATE GARAGES, ETC. NO GARAGE SHALL BE CONSTRUCTED AFTER THE PRINCIPAL DWELLING, UNLESS IT IS CONTEMPORANEOUS WITH THE EXISTING DWELLING.

5. THE PREMISES SHALL NOT BE DIVIDED OR SUBDIVIDED IN ANY MANNER. THIS RESTRICTION SHALL NOT PREVENT THE CONVEYANCE OF PROPERTY BETWEEN ADJACENT PROPERTY OWNERS TO CORRECT OR CHANGE COMMON BOUNDARIES, SO LONG AS THE RESULTING ACREAGE'S AND SEPARATE OWNERSHIPS ARE NOT SUBSTANTIALLY CHANGED NOR IN VIOLATION OF ANY APPLICABLE MUNICIPAL ORDINANCES OR CODE REQUIREMENTS.

6. NO CONSTRUCTION SHALL BEGIN ON ANY RESIDENCE ON THE PREMISES OR MAJOR ALTERATIONS MADE TO THE EXISTING STRUCTURE UNTIL THE PLANS AND SPECIFICATIONS SHOWING SIZE, SHAPE, FLOOR PLANS, MATERIALS, COLORS, LOCATION, ELEVATIONS, DISPOSITION OF FILL AND APPROXIMATE COST OF SAID RESIDENCE SHALL HAVE BEEN SUBMITTED TO AND APPROVED BY BROAD RUN VALLEY INC., WILKINSON ENTERPRISES, INC. TRADING AS WILKINSON BUILDERS AND HILLCREST ASSOCIATES, INC., OR ITS SUCCESSORS, ASSIGNS OR DESIGNATED REPRESENTATIVES. THE INTENT OF SUCH APPROVAL IS TO INSURE THAT ALL STRUCTURES IN BROAD RUN RIDGE SHALL EXIST IN GENERAL HARMONY AND CHARACTER. WOOD SHINGLE ROOF OR TILE OR SLATE EQUIVALENT SHALL BE REQUIRED. EXTERIOR COLOR AND TEXTURE SHALL BE THE SUBJECT OF THE APPROVAL BY THE BROAD RUN VALLEY, INC. AS AFORESAID, THE TERM "IN GENERAL HARMONY



MOWING OF GRASS AND OTHER EXTERNAL CARE. IN THE CASE OF ANY LOT NOT KEPT IN NEAT CONDITION, THE SELLERS RESERVES TO ITSELF OR THE BROAD RUN RIDGE HOMEOWNERS' ASSOCIATION THE RIGHT TO COME ON THE PREMISES FOR SUCH PURPOSE AND SHALL BE ENTITLED TO THE COMPENSATION AT A RATE OF FIFTY (\$50.00) PER HOUR OR ACTUAL COST WHICHEVER IS LOWER.

8. NO HEDGE, FENCE OR OTHER CONTINUOUS OBSTRUCTION SHALL BE ERECTED, PLANTED OR MAINTAINED, OR ALLOWED TO EXIST AT A HEIGHT OF MORE THAN FIVE (5) FEET ON ANY PROPERTY LINE BETWEEN ADJOINING OWNERS UNLESS OWNERS OF SAID ADJACENT PROPERTY AGREE TO SAME. ANY FENCE ERECTED SHALL BE OF NATURAL MATERIALS IN HARMONY WITH THE GENERAL SURROUNDINGS AND THE USE OF COMPLETED BOUNDARY FENCING IS DISCOURAGED.

9. THE PREMISES ARE SUBJECT TO EXISTING RIGHTS OF WAY FOR UTILITIES, ALL OF WHICH SHALL BE CONDUCTED UNDERGROUND. POWER LINES FOR UTILITY LOCATIONS TO RESIDENCES SHALL BE CONDUCTED UNDERGROUND. NO OUTSIDE CLOTHES LINES SHALL BE MAINTAINED. NO OUTSIDE ANTENNAS OR OTHER DEVICES FOR SENDING OR RECEIVING TRANSMISSION SIGNALS SHALL BE MAINTAINED.

10. THESE RESTRICTIONS MAY BE ALTERED, CHANGED, OR TERMINATED AT ANY TIME BY THE AGREEMENT OF THE OWNERS OF SEVENTY-FIVE PERCENT (75%) OF THE TOTAL ACREAGE OF THE BROAD RUN RIDGE SUBDIVISION (PHASE I AND II).

11. THE PARKING OF TRUCKS, COMMERCIAL VEHICLES, OR HOUSE TRAILERS IN OR ABOUT THE PROPERTY IS PROHIBITED.

12. NO UNLICENSED, UNINSPECTED, OR INOPERABLE VEHICLE MAY BE STORED ON THE PREMISES FOR MORE THAN THIRTY (30) DAYS.

13. NO TV DISHES MAY BE INSTALLED OR PLACED ON THE PREMISES.

14. NO INGROUND OR ABOVE GROUND POOL SHALL PLACED ON THE PREMISES.

15. NO DEBRIS MAY BE ACCUMULATED OR STORED ON THE PREMISES.

16. THE SALE AND REMOVAL OF TOP SOIL FROM THE PREMISES IS PROHIBITED.

17. NOTWITHSTANDING THE RESTRICTIONS HEREIN CONTAINED IN PARAGRAPHS 1 TO 16 INCLUSIVE, NO PERMITTED USE OR RESTRICTION OR OTHER PROVISION SHALL BE IN CONFLICT WITH OR CONTRARY TO THE INTENT, PURPOSE AND PROVISIONS OF ANY ZONING ORDINANCE IN EFFECT. SELLERS RESERVE THE RIGHT TO MAKE MINOR ADJUSTMENTS IN RESTRICTIONS GOVERNING THE REMAINING LOTS IN THE SUBDIVISION.

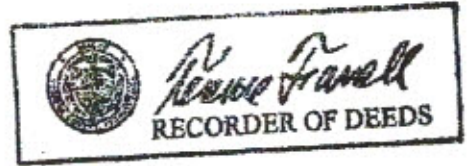
OWNERS' SIGNATURES \_\_\_\_\_

LOT NUMBER \_\_\_\_\_

DATE \_\_\_\_\_

NOTARY





JAN 24 2008

Prepared By: Heather Burns Pozniak, Esquire  
LENTZ, CANTOR & MASSEY, LTD.  
460 E. King Road  
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RETURN TO

UPI Nos.: [See attached list on following page.]

60-6-525

BROAD RUN RIDGE HOMEOWNER'S ASSOCIATION

AMENDMENT TO THE DEED RESTRICTIONS, RESTRICTIONS, DECLARATION OF RESTRICTIONS, AND AMENDED DECLARATION OF RESTRICTIONS FOR BROAD RUN RIDGE (PHASES I AND II)



BROAD RUN RIDGE HOMEOWNER'S ASSOCIATION

AMENDMENT TO THE DEED RESTRICTIONS, RESTRICTIONS, DECLARATION OF RESTRICTIONS, AND AMENDED DECLARATION OF RESTRICTIONS FOR BROAD RUN RIDGE (PHASES I AND II)

(LIST ALL UPI NOS.)

UPI NUMBERS

- 60-6-525 ✗
- 60-7-9.12 ✓
- 60-7-9.13 ✓
- 60-7-9.14 ✓
- 60-7-9.15 ✓
- 60-7-9.16 ✓
- 60-7-9.17 ✓
- 60-7-9.18 ✓
- 60-7-9.19 ✓
- 60-7-9.21 ✓
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**BROAD RUN RIDGE HOMEOWNER'S ASSOCIATION**

**AMENDMENT TO THE DEED RESTRICTIONS, RESTRICTIONS, DECLARATION OF RESTRICTIONS, AND AMENDED DECLARATION OF RESTRICTIONS FOR BROAD RUN RIDGE (PHASES I AND II)**

**THIS AMENDMENT** to the Deed Restrictions, Restrictions, Declaration of Restrictions, and Amended Declaration of Restrictions for Broad Run Ridge (Phases I and II), is made by this 6<sup>th</sup> day of June, 2007, by the Broad Run Ridge Homeowner's Association, a registered Pennsylvania Non-Profit Corporation (the "Association"), as successor to Broad Run Valley Inc., with, by, and pursuant to the consent and agreement of, at least, the minimally necessary and/or required percentage(s) of owners of Phases I and/or II of the Broad Run Ridge Subdivision.

**WITNESSETH:**

**WHEREAS**, Broad Run Valley, Inc., was the original owner and developer of that certain 51.1 acre (more or less) parcel of land situate in New Garden Township, Chester County, Pennsylvania, and being more fully bounded and described, in part, in a deed, dated May 30, 1972, and recorded with the Chester County Recorder of Deeds Office, in Book Q-40, Page 585, et seq., and, in part, in deeds, dated May 30, 1972, and recorded with the Chester County Recorder of Deeds Office, in Book L-43, Page 17, et seq., and Book N-42, Page 272, et seq. (collectively, the "Property").

**WHEREAS**, part of the Property was subdivided into 13 individual building lots, together with 5.831 acres of open space, pursuant to that certain plan entitled "Broad Run Ridge Phase I," dated May 6, 1987, revised June 2, 1987, by Hillcrest Associates, Inc., and recorded with the Chester County Recorder of Deeds Office as Plan No. 7310 ("Phase I").

**WHEREAS**, the remaining part and acreage comprising the Property was subdivided into 27 building lots, together with 14.752 acres of open space, pursuant to that certain plan entitled "Broad Run Ridge, Phase II," dated July 24, 1987, revised September 21, 1987, and recorded with the Chester County Recorder of Deeds Office as Plan No. 7754 ("Phase II").

**WHEREAS**, Phases I and II are subject to, in whole or in part, certain Deed Restrictions recorded with the Chester County Recorder of Deeds Office in Book 18, Page 268, et seq.; certain Restrictions recorded with the Chester County Recorder of Deeds Office in Book 3916, Page 912, et seq.; that certain Declaration of Restrictions recorded with the Chester County Recorder of Deeds Office in Book 838, Page 111, et seq.; and that certain Amended Declaration of Restrictions recorded with the Chester County Recorder of Deeds Office in Book 4180, Page 1095, et seq. (collectively, the





"Restrictions"), which may be amended pursuant to Section 5219 of the Uniform Planned Community Act, agreement of the owners of seventy-five percent (75%) of the total acreage of Phase II, and/or by agreement of the owners of seventy-five percent (75%) of the total acreage of the Broad Run Ridge Subdivision Phases I and II.

**WHEREAS**, the Restrictions, all at section 6 thereof, all provide, in relevant part, that:

"Wood shingle roofs or tile or slate equivalent shall be required."

**WHEREAS**, the Association, with the consent and agreement of the requisite percentage(s) of owners in Phases I and/or II, wish to hereby amend the foregoing restriction(s) on roofing materials in the manner below stated.

**NOW THEREFORE**, intending to be legally bound, the Association, through its authorized officers, and with the consent, approval, and agreement of the requisite percentage(s) of owners in Phases I and/or II, hereby declare and agree that sections 6 of the Restrictions are all amended by the deletion of the sentence "Wood shingle roofs or tile or slate equivalent shall be required" and the replacement thereof with the following:

"6. . . . Roof shingles shall be composed of hand-split cedar shakes, unless otherwise approved, which approval may be granted for other high quality, dimensional (a/k/a architectural) shingles of fiberglass or other synthetic material(s) which suitably simulate natural, wood shingle materials and which otherwise harmoniously blend with the appearance, character, and quality of surrounding and other dwellings in the community. . . ."

Except as hereinabove set forth, all other terms and provisions of the Restrictions shall remain unmodified and in full force and effect.

The Association's Rules and Regulations presently in effect, and which are seemingly in conflict with the above amendment concerning roofing materials, are and shall be deemed hereby amended and replaced.



IN WITNESS WHEREOF, this Amendment to the Deed Restrictions, Restrictions, Declaration of Restrictions, and Amended Declaration of Restrictions for Broad Run Ridge (Phases I and II) has been made and executed for recording.

**BROAD RUN RIDGE  
HOMEOWNER'S ASSOCIATION**

Attest: Nancy M Brower

BY: William B Brower  
President (Title)

Attest: Maura Wilks

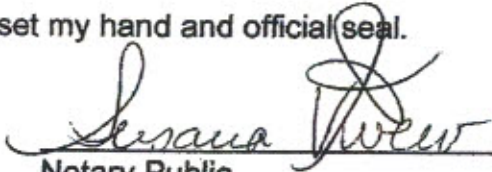
BY: George Wilks  
(Title)  
VP Board, B.R.A.



COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Chester :SS  
:

ON THIS, the 06 day of September, 2007, before me, the undersigned officer, personally appeared William B. Brower, who acknowledged him/herself to be President of the Broad Run Ridge Homeowner's Association, a registered Pennsylvania Non-Profit Corporation, and that he/she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of said Corporation by him/herself as such President.

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

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

Susana Vivero  
\_\_\_\_\_  
Print Name

My Commission Expires:  
June 23, 2009  
\_\_\_\_\_

William B Brower  
William B Brower  
PRESIDENT

NOTARIAL SEAL  
SUSANA VIVERO  
Notary Public  
NEW GARDEN TWP, CHESTER COUNTY  
My Commission Expires Jun 23, 2009

