

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
COVERING DEVELOPMENT KNOWN AS BRANDYWINE CROSSING SITUATE  
IN THE TOWNSHIP OF ROCKLAND, BERKS COUNTY, PENNSYLVANIA

The undersigned, QUEST LAND DEVELOPMENT L.L.C., the record owner by virtue of a deed recorded in Berks County Records in Record Book Volume 3926, page 565, of a tract or parcel of land situate on Lake Road in Rockland Township, Berks County, Pennsylvania, which has been subdivided into a residential development of single family building lots known as "Brandywine Crossing" hereby covenants, declares and acknowledges that the residential subdivision known as Brandywine Crossing shall be subject to the following covenants, conditions, restrictions and limitations which shall run with the land and each lot in the said subdivision and shall be binding upon the undersigned, heirs, personal representatives and assigns.

1. That the land to be benefited by and subject to the covenants, conditions, restrictions and limitations hereinafter set forth is those lots shown in the residential subdivision known as Brandywine Crossing situate on Lake Road in Rockland Township, Berks County, Pennsylvania, said subdivision being shown on McCarthy Engineering Associates, P.C. plan being Drawing Number D-1065-FC bearing last revision date of March 14, 2003, recorded with the Recorder of Deeds for Berks County, Pennsylvania, at Plan Book Volume 267, Page 19.
2. That no lot shown on the aforesaid subdivision plan of Brandywine Crossing shall be further subdivided excepting lot #5 which may be split to achieve two township approved building lots.
3. That no lot shall be used for other than residential purposes. No dwelling shall be erected, constructed, located, altered or permitted to remain on any lot other than a one  
(1) single-family residence and such accessory structures, including but not limited to horse barns as hereinafter permitted, as are customarily or normally used in conjunction with a single-family dwelling house and lots upon which horses may be kept in accordance with this Declaration. No such accessory structure(s) shall be used or occupied on a temporary or permanent basis as living quarters. Any garage and/or horse barn constructed on any lot shall be considered an accessory structure and may either be detached from or attached to the single-family dwelling house on such lot. Each lot will be limited to 2 accessory structures excluding the main dwelling. A garage, regardless of sizes, shall be for private use only and shall not, in any event, be used for commercial or industrial purposes.
4. That no single-family dwelling nor any accessory structure(s) shall be erected, constructed, nor located on any lot, nor shall any such dwelling or accessory structure(s) be substantially altered until plans and specifications for the construction, expansion, modification or alteration of any single-family dwelling and/or accessory structures(s) have been approved in writing by the undersigned or by his agent, duly authorized, in writing in form properly acknowledged so that the same could be recorded with the Recorder of Deeds of Berks County, Pennsylvania. No trailers, mobile homes or other mobile buildings or similar structures shall be so approved nor permitted to occupy or be located upon any lot or portion thereof.

5. The architectural style of all single family dwellings must be approved in writing by QUEST LAND DEVELOPMENT L.L.C. or by it's agent, duly authorized, in writing in form properly acknowledged so that the same could be recorded with the Recorder of Deeds in Berks County, Pennsylvania.
6. That no signs or billboards of any nature or kind whatsoever shall be erected or placed on any lot except temporary signs advertising the property for sale or rent, which sign shall not exceed a total of nine (9) square feet on both sides.
7. That no fencing nor other barrier shall be constructed along the front or side yards from the rear corners of the dwelling forward, except for a split rail or painted or stained wooden board fence neither of which shall exceed a maximum of five (5) feet in height. All other fencing or barriers shall be approved in writing by the undersigned or by his agent, duly authorized, in writing in form properly acknowledged so that the same could be recorded with the Recorder of Deeds of Berks County, Pennsylvania.
8. That no lot or any structure thereon located may be used as a place of business unless permitted by the then-current zoning ordinance of Richmond Township, in which event an identification sign permitted by said zoning ordinance may be erected and approved, in writing, by the undersigned, upon the said lot.
9. That no motor home, motor coach or trailer, commercial van, truck, tractor trailer or part thereof or other type of heavy commercial vehicle shall be parked on any lot except as required for delivery or moving purposes or during construction of improvements to the lot.
10. That no exterior antennas or satellite dishes of any sort larger than eighteen (18) inches shall be installed or placed on any lot or any structure or improvement located on said lot.
11. That except as herein specifically approved, no animals, livestock, or poultry of any kind shall be raised, kept or bred on any lot except for dogs and cats provided they are not kept, bred or maintained for commercial purposes. No more than two (2) dogs and two (2) cats shall be raised, kept or bred on any lot. No permitted animals shall remain outdoors on a regular basis.
13. That there shall be no outside storage of any kind, temporary or permanent, including vehicles that do not have current license and state inspection.
15. That except on collection days, or the evening before collection day, no garbage or debris shall be outside of any residence and/or accessory building permitted by this Declaration.
17. That no noxious or offensive trade or business shall be conducted or carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

18. That all lots shall be kept free from rubbish and trash of any kind and shall be neatly mowed so that grass and weeds do not exceed six (6) inches in height.
19. That there shall be no outside wash lines and no wash shall be dried or aired outside of any building. All swing sets and recreation apparatus shall be placed in the rear yard and shall be erected in a manner so as to insure the least visual intrusion from the street and to adjoining dwellings.
20. That no structure, planting, shrubbery or any other obstruction shall be placed on any lot so as to block clear view of traffic or any streets or neighboring driveways or within utility easements shown on the recorded plan of the Brandywine Crossing.
21. All outdoor swimming pools must be of an in ground nature and built at level or below grade as to qualify as what is commonly referred to as the “in-ground” or “below ground” type. All pools and decks must be approved in writing by the undersigned or by his agent, duly authorized, in writing in form properly acknowledged so that the same could be recorded with the Recorder of Deeds of Berks County, Pennsylvania.
22. All driveways will be paved with macadam, concrete, or brick “paves” or other similar materials. Under no circumstances will loose stone or gravel be used for paving, except as shall be required during construction prior to the issuance of an occupancy certificate.
23. That if any lot owner, tenant, purchaser of a lot or their heirs and assigns shall violate or attempt to violate any of the covenants, terms and/or restrictions contained herein, it shall be lawful for the owner or owners of any lot or lots within Brandywine Crossing to prosecute by any proceeding at law or in equity the person(s) violating or attempting to violate any such covenant, term and/or condition to prevent him or them from so violating the covenant, term and/or restriction, as the case may be, and to recover damages for any such violation(s).
24. That these above recited covenants, conditions, restrictions and limitations shall be covenants running with the land and each lot.
25. That each separate covenant, condition, restriction and limitation recited above shall be severable and if any of them shall be held to be unconstitutional, illegal or otherwise invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of any of the other covenants, conditions, restrictions or limitations set forth above, it being the specific intent of the undersigned that these covenants, conditions, restrictions and limitation would have been executed had such unconstitutional, illegal or otherwise invalid covenant, condition, restriction or limitation had not been included herein.