

11. Deed Restrictions, Declaration of Covenants, Conditions and Restrictions and Other Documentation Issues.
 - a. Irrespective of other restrictions on the property, the exact declaration language contained in Section IV herein is required to access County Park Land and Open Space Acquisition grant funding.
 - b. Deeds to all lands to be reimbursed under this program shall contain a restrictive covenant requiring the perpetual use of the land for public park, recreation, or natural resource conservation purposes and no other.
 - c. At the time the deed is recorded at the Chester County Recorder of Deeds, the municipality shall also record the Declaration of Covenants, Conditions, and Restrictions shown in Section IV. Further restrictions to the property or alterations to the Declaration of Covenants prior to or at the time of purchase are not permitted.
 - d. Any building footprint and any other land area encumbered by structures of value must be subtracted out from the land area and not included in the grant application. The property may need to be subdivided with the respective parcels surveyed.
 - e. Municipalities acquiring lands that have been previously restricted by a third party through a conservation easement or any other instrument must secure the approval of the third party. Such approval shall acknowledge the covenants in Section IV and Section II Step 9, and make provisions for insuring that the property will be accessible and usable to the public. Further, the approval shall allow future installation of any facilities agreed to by the municipality and third party.

**SECTION IV: DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS TO BE FILED PRIOR TO REIMBURSEMENT**

CHESTER COUNTY PARK LAND AND OPEN SPACE ACQUISITION GRANT
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this _____ day of _____,
20____, by the _____ of _____, Chester
County, Pennsylvania, (hereinafter "Declarant" and "Municipality").

BACKGROUND

Municipality, by Deed dated _____, acquired a certain parcel
of land from _____, et ux, containing _____ acres
identified as Tax Parcel Number(s)

_____ located in
_____, more particularly described in Article II,
Section I hereof and further being more particularly described in Exhibit "A", attached
hereto and incorporated herein by reference (hereinafter the "Property").

The Commissioners of Chester County have designated a portion of the
proceeds from a County bond issue, for grants to municipalities within Chester County
for the acquisition of land for open space, recreation, public access parkland, and natural
resources conservation.

Pursuant to the guidelines and criteria of the Chester County Landscapes 21st
Century Fund Grant program, Municipality has received such a grant and has used the
proceeds from said grant for the acquisition of the Property.

As a specific condition of the aforesaid municipal park land and open space
acquisition program, any Municipality obtaining such a grant and utilizing the funds for
the acquisition of park land or open space land agrees that a *covenant requiring the
continuous use of said land for recreation, public access park land, and natural
resources conservation shall be recorded as a restriction running with the land*. No
additional or future restrictions may be placed on this land without the express written
consent of the Commissioners of Chester County.

Municipality desires to place a Declaration of Covenants, Conditions and
Restrictions declaring that the Property *shall be utilized perpetually for park, recreational,
and natural resources conservation purposes only and shall be available to all County
residents*. Further, Municipality desires that this Declaration shall be recorded as a
covenant running with the land and shall bind the Property in perpetuity.

NOW, THEREFORE, intending to be legally bound hereby, Declarant hereby
declares that the Property shall be utilized perpetually for public park, recreational, and
natural resources conservation purposes only subject to further restrictions of use more
particularly described below in Article III. The Property shall be held subject to the
restrictions set forth in this Declaration, which are for the purpose of insuring a
continuous use of the Property for the purposes indicated and which restrictions or
covenants shall run with the Property. The municipality shall manage and develop the
property for recreation and public access parkland in a manner that preserves the

integrity of natural resources such as stream corridors, steep slopes, wetlands and state or globally rare species.

ARTICLE I - DEFINITIONS

The following words and terms which are used in this Declaration shall have the following meanings:

1. "DECLARATION" shall mean and refer to this instrument, as amended from time to time.
2. "DECLARANT" shall mean and refer to Municipality.
3. "SUCCESSOR DECLARANT" shall mean each entity to which Declarant shall have specifically, by writing, assigned or conveyed any or all of Declarant's rights in and to the Property.
4. "PROPERTY" shall mean the existing property or parcel of real estate referenced above and more particularly described in Exhibit "A" attached hereto. In the event of any additions to the existing property, which shall be made subject to this Declaration pursuant to the provisions of Article II hereof, then, from and after the recording of an appropriate Supplementary Declaration, the term "Property" shall mean the existing property and any such additions.

ARTICLE II - EXISTING PROPERTY; ADDITIONS

1. Existing Property. The existing property is all that certain tract of ground identified as Tax Parcel Number(s) _____ situated in _____ Chester County, Pennsylvania, containing _____ acres, more or less, more particularly identified in Exhibit "A" hereto.

ARTICLE III - RESTRICTIONS

The use of the Property as defined in this Agreement shall be restricted to open space/park land/recreational/natural resources conservation purposes. The Property shall be utilized perpetually for public park, recreational and natural resources conservation purposes only. If, when and as it is deemed inappropriate to utilize said real estate for active park, recreational and natural resources conservation purposes, it is agreed, understood and hereby declared as a declaration, restriction and covenant running with the land that the utilization of the Property shall be for passive recreation or open space. The term of this restriction shall be perpetual and it shall be a covenant running with the land. No additional or future restrictions may be placed on this land without the express written consent of the Commissioners of Chester County. The municipality shall manage and develop the property for recreation and public access parkland in a manner that preserves the integrity of natural resources such as stream corridors, steep slopes, wetlands and state or globally rare species.

ARTICLE IV - ENFORCEMENT

1. The County of Chester shall have the 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 violations; to require specific performance and/or to recover damages.

2. If the County determines that Declarant is in violation of the terms of this Declaration or that a violation is threatened, the County shall give written notice to Declarant of such violation and demand corrective actions sufficient to cure the violation, and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the permitted uses of this Declaration, to restore that portion of the Property so injured. If Declarant fails to cure the violation within thirty (30) days after receipt of notice thereof from the County, or under circumstances where the violation cannot reasonably be cured within a thirty day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, the County may bring an action at law or equity in a Court of competent jurisdiction to enforce the terms of this Declaration, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction to recover any damages to which it may be entitled for violation of the terms of this Declaration or injury to any public interest protected by this Declaration, and to require the restoration of the Property to the condition that existed prior to such injury.

3. 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.

4. 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 costs of restoration necessitated by Declarant's violation of the terms of this Declaration shall be borne by Declarant.

5. 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 thereafter.

ARTICLE V - MISCELLANEOUS

1. The covenants and restrictions of this Declaration shall run with the land and bind the Property in perpetuity.

2. The provisions of this Declaration shall, pursuant to its terms, inure to the benefit of, and bind the Property, Declarant and its successors and assigns.

3. Recording. This Declaration shall forthwith be recorded in the Office of the Recorder of Deeds in and for the County of Chester, Pennsylvania.

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

