

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
COVERING DEVELOPMENT KNOWN AS WILLOW GLEN SUBDIVISION,
IN THE TOWNSHIP OF ONTELAUNEE, BERKS COUNTY,
PENNSYLVANIA, RECORDED IN BERKS COUNTY RECORDS IN PLAN
BOOK VOLUME 274, PAGE 41.

The undersigned, Forino Co., L.P., a Pennsylvania limited partnership, the record owner by virtue of a deed recorded in Berks County Records in Record Book Volume 3605, page 2189, of the "Willow Glen" Subdivision, in Ontelaunee Township, Berks County, Pennsylvania, does hereby disclose and acknowledge that the aforesaid subdivision shall be subject to the following covenants, conditions, restrictions and limitations which shall run with the land and each lot in the subdivision, and shall be binding upon the undersigned, its successors and assigns.

1. That the land to be benefited by an subject to the covenants, conditions, restrictions and limitations hereinafter set forth is those lots shown in the residential subdivision known as "Willow Glen" situate along the south side of Snyder Road (State Route 1001) in Ontelaunee Township, Berks County, Pennsylvania, said subdivision being shown on John W. Hoffert's Plan No. D-00-22-1, bearing date of March 16, 2000 and last revision date of March 31, 2003, which plan is recorded in the Office of the Recorder of Deeds of Berks County Pennsylvania in Plan Book Volume 274, page 41.

2. That no commercial or other non-passenger vehicle (except for one pick up truck or a small van), motorhome, motorcoach, travel trailer, trailer, mobile home or the like shall be parked or stored on any lot within the subdivision unless such item is parked or stored within a permanently enclosed structure nor shall any such item be parked overnight on any street, alley, way or the like, within the subdivision.

3. That the above recited covenants, conditions, restrictions and limitations shall be covenants running with the land and each lot.

4. That no unlicensed vehicle nor one that is inoperative for a period in excess of thirty (30) days shall be kept on any lot unless it is garaged. The undersigned, its successors and assigns, and the authorities of Ontelaunee Township shall be authorized to remove at the expense of the lot owner any such vehicle kept or stored in violation of this paragraph.

5. 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 limitations would have been executed had such unconstitutional, illegal or otherwise invalid covenant, condition, restriction or limitation not been included herein.

6. That the undersigned and/or each owner of any lot located within the aforesaid subdivision shall have the right to enforce the covenants, conditions, restrictions and limitations recited above by appropriate legal proceedings.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be duly executed as of 13th this day of January, 2005.

FORINO CO., L.P.

By: 

Vice-President

