

FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENT FOR "KEATS GLEN AT CORNER KETCH"
(A PLANNED COMMUNITY)

THIS FIRST AMENDMENT is made this 18th day of December,
2000 by SOUTHDOWN HOMES, L.P., a Pennsylvania limited partnership
("Declarant").

BACKGROUND

1. Declarant executed and recorded a certain Declaration of Covenants, Restrictions and Easements for Keats Glen at Corner Ketch dated September 6, 2000 ("Declaration"), which is recorded in the office of the Recorder of Deeds in and for Chester County, Pennsylvania, at Deed Book 4814, Page 325 & C, with respect to certain land located in East Brandywine Township, Chester County, Pennsylvania.

2. The Declarant is the owner of the Property described in the Declaration and desires to amend, supplement and modify the Declaration as hereinafter provided.

NOW THEREFORE, Declarant, for itself and its successors and assigns, intending to be legally bound hereby, amends the Declaration pursuant this First Amendment, as follows:

1. Incorporation; Definition; Interpretation. The Declaration, together with the exhibits thereto, is hereby fully incorporated herein by this reference. This First Amendment is hereby made a part of the Declaration. In the event of any conflict or inconsistency between the provisions of this First Amendment shall be controlling. Any capitalized terms used herein that are defined in the Declaration shall have the meaning described to such terms in the Declaration unless a different definition is provided for herein.

2. Definitions. Article I of the Declaration ("Definitions") is hereby amended as follows:

(1) The Definition for "Common Expenses" shall be deleted in its entirety and replaced with the following:

“Common Expenses” – includes the actual and estimated expenses incurred or to be incurred by the Association from time to time for the general benefit of the Association and all Unit Owners, including but not limited to (i) general overhead and administrative expenses of the Association, (ii) federal, state or local taxes or other impositions or charges that may be levied or assessed against the Association or its property or income, (iii) premiums for insurance and bonds carried by the Association, (iv) the costs of maintaining, managing, insuring and repairing the Common Facilities, and making any necessary replacements thereto or thereof, (v) amounts set aside as operating and capital reserves, (vi) expenses of prosecuting or defending any litigation or other proceedings by, against or affecting the Association which the Association may bring or defend pursuant to this Declaration, including (without limitation) the expenses of enforcing or attempting to enforce the Community Documents, (vii) the fees or other compensation payable to any manager that may be engaged by the Association to assist the Association in managing, operating or administering the Association or the Common Facilities, (viii) the costs incurred by the Township for supplying water to the Fire Hydrants, and (ix) all other expenses and liabilities incurred or that may be incurred by the Association in carrying out or performing its rights, duties and functions.

(2) The following Definition shall be added:

“Fire Hydrants” – means the fire hydrants which shall be located within the Property, but dedicated to the Township, and for which the Association will be responsible for reimbursing the Township for the costs of providing water service thereto.

3. Article IV of the Declaration (“Common Facilities; Maintenance and Repair”) is amended by adding the following section 4.09:

4.09 Water Service to Fire Hydrants. The Association shall reimburse the Township for providing water service to the Fire Hydrants. The Township shall establish an account with the local water supplier ("Water Company") to provide adequate water service to the Fire Hydrants. The Township shall receive invoices from the Water Company supplying water to the Fire Hydrants ("Water Service Invoices"), pay them, and then send copies to the Association for reimbursement. The Association will forward payment to the Township within thirty (30) days of its receipt of the Water Service Invoices. The Township shall be initially responsible for paying the Water Company for the Water Services Invoices. Payment of any charges under this Section shall be enforceable as provided by Section 9.01 of the Declaration.

4. Successors and Assigns. This First Amendment is intended to run with the Property, the Lost and the Common Facilities, with the same force and effect as if it were part of the original Declaration, and shall be binding upon and inure to the benefit of the Declarant, its successors and assigns, and all persons now or hereafter acquiring any interest in the Property or any part thereof, in perpetuity.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment the day set forth above.

ATTEST:

SOUTHDOWN HOMES, L.P., by
SOUTHDOWN PROPERTIES, INC., its
general partner

(Original signed by Jack Loew)
Secretary

By: (Original signed by Lack Loew)
Jack R. Loew, Vice President

Record and return to:

Dana V. Hadley, Esquire
P.O. Box 515
West Chester, PA 19381-0515

**STAMPED:
RECORDER OF DEEDS
CHESTER COUNTY, PA
2000 DEC 27 A.M. 11:03**