

FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES AND LIENS FOR WINDHAM, A PLANNED COMMUNITY

THIS FIRST AMENDMENT is made this 28<sup>th</sup> day of February, 2003, by  
DHLP – Windham, LP, a Pennsylvania Limited Partnership (“Declarant”), with business offices  
located at \_\_\_\_\_.

BACKGROUND

1. Declarant, executed and a Declaration Of Covenants, Restrictions, Easements,  
Charges And Liens For Windham, A Planned Community, dated September 18, 2000 and  
recorded on September 19, 2000 (“Declaration”), which is recorded in the office of the Recorder  
of Deeds in and for Chester County, Pennsylvania, at Deed Book 4820 Page 2301, with respect  
to certain land located in Uwchlan Township, Chester County, Pennsylvania.

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

3. Pursuant to Article IV, Section 4.3, Declarant maintains control of voting rights of  
the Association until Declarant Control has been terminated. Declarant Control has not been  
terminated.

4. Pursuant to Article XVI (General Provisions) of the Declaration, Section 16.1  
(Duration and Amendment), the Declaration may be amended by the affirmative votes or written  
consent of Members representing two-thirds (2/3) of the total voting power of the Association.

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

1. The Background of this First Amendment is incorporated herein.

2. 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 and the provisions of the Declaration, 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.

3. General Restrictions. Article XII, Section 12.4 of the Declaration  
(“Restricted Uses”) is hereby amended as follows:

- (a) No fence, hedge or other continuous obstruction or barrier of  
like nature shall be erected or maintained unless approved and  
agreed to by Declarant, or by the Executive Board or an  
architectural control committee appointed by the Executive

Board. Approval shall not be unreasonably withheld, consistent with preservation of aesthetics within the community. Except as set forth in this paragraph, fences in any event <sup>shall</sup> not be approved unless they are split rail. Notwithstanding the above, Lots 31, 32, 33, 34 and 35 are permitted to install stockade fencing, of a height not greater than 6' and which shall be the color of natural wood, along the rear property line of their respective lot without prior approval required above.

4. Successors and Assigns. This First Amendment is intended to run with the Property, the Lots 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.

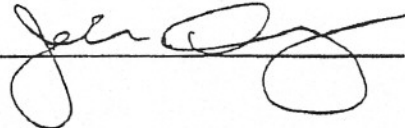
IN WITNESS WHEREOF, the Declarant has executed this First Amendment the day set forth above.

ATTEST

\_\_\_\_\_  
Secretary

DHLP – Windham, LP  
A Pennsylvania Limited Partnership

By: Dewey Properties, Inc., general partner

\_\_\_\_\_  


COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF CHESTER :

On this 28<sup>th</sup> day of February, 2003, before me, the subscriber, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared John M. Dewey, who acknowledged himself to be the President of Dewey Properties, Inc., a Pennsylvania corporation and the general partner of DHL P-Windham, LP and that he, as such officer, being authorized to do so, executed the foregoing instrument, for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal the day and hear aforesaid.

*Diane Troncelliti*  
Notary Public

My commission expires: 9/23/03

Notarial Seal  
Diane Troncelliti, Notary Public  
Tredyffrin Twp., Chester County  
My Commission Expires Sept. 22, 2003