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Property  
Address:

**DECLARATION OF RESTRICTIVE COVENANT UPON  
SEVERANCE OF TRANSFERABLE DEVELOPMENT RIGHTS**

**OWNER:**

(Exactly as shown on the current Deed)

**THE PROPERTY:**

Deed Volume, Page Number

Tax Parcel Number

Street Address (if any)

Total Number of Acres

**TRANSFERABLE  
DEVELOPMENT RIGHTS (TDR):**

Total Available this Property

Total Previously Severed, if any

Total Applicable to this Restrictive Covenant

Total Remaining, if any

1. **Voluntary Declaration and Grant of Restrictive Covenant**

Owner (hereinafter sometimes referred to as Grantor) for and in consideration of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby encumber upon and declare that the Property described above (the Property) is and forever shall be owned, held, transferred, sold, conveyed, leased, developed, occupied and used under and subject to this Declaration of Restrictive Covenant and all the terms, covenants and conditions set forth in this Document.

2. **Covenant Running With The Land.**

This Declaration of Restrictive Covenant is and is intended to be a covenant running with the land and the Property and appurtenant thereto.

3. **Restriction.**

This Declaration of Restrictive Covenant permanently restricts the use of the Property concerning future development in the following manner:

a. Except as otherwise expressly provided in the Hereford Township Zoning Ordinance in effect as of the date of this Restrictive Covenant, all future use, development and/or activity on the Property shall be limited by the amount of acres needed and/or used to calculate the total amount of TDRs severed. From and after the effective date of this Restrictive Covenant and for all use and/or development purposes pursuant to the Hereford Township Zoning Ordinance, the calculation of Net Lot Area (as defined in the Hereford Township Zoning Ordinance) shall be made by excluding the total amount of acres needed to generate the TDR's severed at any time, simultaneously with or prior to the date of this Restrictive Covenant and all future use and/or development shall be determined by calculations that assume such total acreage does not exist;

b. The entire Property shall be so restricted for all calculation purposes. Owner/Grantor may, but shall not be required to, specify the particular acres that are subject to this Restrictive Covenant and if Owner/Grantor chooses to do so, he (they) may, subject to review and approval by Hereford Township, record in the public records an accurate survey of the Property prepared and signed and sealed by a duly licensed professional land surveyor. Upon recording of any such plan in the future, only

the acreage shown as restricted shall be under and subject to this (and any prior) Declarations of Restrictive Covenant. To the extent that no such plan is prepared and recorded, the entire Property shall be under and subject to this Restrictive Covenant subject to the right of the Grantor to use and/or develop the Property within the limits provided for under the Hereford Township Zoning Ordinance as determined by the calculation of Net Lot Area pursuant to the Ordinance but removing total acreage used to calculate all TDR's severed simultaneously with or prior to the date hereof.

By way of illustration only, if a Property contains 40 acres and an owner uses 20 acres to create and sever 10 TDR's, 20 acres would be subject to the Restrictive Covenant.

4. **Persons Bound and/or Benefited.**

The rights, covenants, obligations, restrictions, conditions, and/or other provisions created, declared, and contained in this Restrictive Covenant shall be binding upon the Grantor and the Grantor's heirs, executors, successors and assigns. The rights, covenants, obligations, restrictions, conditions, and/or other provisions created, declared, and contained in this Restrictive Covenant shall inure to the benefit of and be enforceable by the Hereford Township, Berks County, Pennsylvania, any purchaser of TDRs created pursuant to the Hereford Township Zoning Ordinance, any owner of any Transferable Development Rights created and/or held pursuant to the Hereford Township Zoning Ordinance.

5. **Effective Date.**

This Declaration of Restrictive Covenant shall become effective upon signing by the Grantor and shall thereafter promptly be recorded in the Office of the Recorder of Deeds of Berks County, Pennsylvania.

6. **Term.**

This Declaration of Restrictive Covenant is permanent and shall permanently bind the Property described herein and shall remain in full force and effect at all times in the future unless and until modified and/or terminated strictly in accordance with the terms hereof.

7. **Enforcement**

This Declaration of Restrictive Covenant may be enforced by proceeding at law or in equity against any person or persons violating or attempting to violate the

same or to either restrain violation or to recover damages, including counsel fees and costs incurred as a result of any such violation. This Declaration of Restrictive Covenant may be enforced by Hereford Township, any owner of the Property, and any owner of Transferable Development Rights in Hereford Township.

8. **Amendment**

This Declaration of Restrictive Covenant shall not be amended and/or terminated except as follows:

a. Upon the express written consent of the Grantor and the Township and/or conservation purchaser (if any), for good cause shown; or

b. Upon the purchase and reattachment of Transferable Development Rights to the Property equal or greater to any Transferable Development Rights previously sold or transferred, such that the net effect of any such acquisition and/or reattachment results in the Property being in the same position concerning Transferable Development Rights as existed prior to the date of the first severance of any Transferable Development Rights.

9. **Miscellaneous.**

This Agreement:

A. May be executed in any number of counterparts, and each such counterpart thereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement;

B. Supersedes all prior negotiations and agreements between the parties and contains the entire understanding between the parties hereto;

C. Shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns;

D. Shall be construed and enforced in accordance with the domestic internal law (but not the law of conflicts of laws) of the Commonwealth of Pennsylvania;

E. Shall be performed timely and time is of the essence of this Agreement; and

F. Shall not be assignable by any of the parties hereto.

IN WITNESS WHEREOF and intending to be legally bound the undersigned set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Grantor/Owner

COMMONWEALTH OF PENNSYLVANIA:

: ss.

COUNTY OF BERKS :

On the \_\_\_\_ day of \_\_\_\_\_, 2009, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared \_\_\_\_\_ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained, and desired the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

Accepted:

HEREFORD TOWNSHIP

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Township Secretary