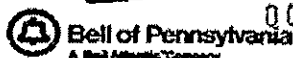


# DEED

#14



008868 4795

Development Grant

2854  
(1/87)  
Side 1

20.50  
H-50  
8.50

Grantor(s) Joseph K. Gordon, Ray Gordon, William L. McLean, Elizabeth P. McLean  
(Corporation, Partnership, Individual)

recognizing the intrinsic value of utility facilities to Grantor's property, hereby grant(s) to The Bell

Telephone Company of Pennsylvania, and to \_\_\_\_\_  
(Power Service Company)

and to their respective successors, assigns, lessees and agents, the right, privilege and authority to construct, reconstruct, operate and maintain aerial and/or underground communication and electric lines and appliances, including conduits, manholes, CEV vaults, interface(s) and (or) remote terminal equipment cabinet(s) transformers, pads, vaults, secondary junction boxes, poles, anchors, crossarms, cables and wires (hereinafter referred to as utility facilities), on, over, under, along, and across the land, and the highways adjacent thereto,

known as Sydney Glen \_\_\_\_\_ Plan of Lots,

situate along North and South Sydney Lane

in the municipality of \_\_\_\_\_ in Township of Lower Merion

County of \_\_\_\_\_, Commonwealth of Pennsylvania with the right of access over said land to construct and maintain said utility facilities by the most reasonable means; with the right to trim and keep trimmed trees and shrubs so as to clear utility facilities by at least \_\_\_\_\_ feet; and with the right to permit others to use said utility facilities. The approximate location of said utility facilities to be placed by virtue of this grant is more fully shown on a plan marked Exhibit "A".

Prepared by \_\_\_\_\_

and dated \_\_\_\_\_, which is made part hereof by reference. Any dedicated utility easement shown on the developer's plan shall not be interpreted as restricting the grantees' rights hereunder.

Grantor(s), their successors and assigns, hereby agree(s) that they will:

1. Grade to within six inches of final grade all private property locations where utility facilities are to be constructed prior to the placing thereof.
2. Establish and stake property lines as needed before said utility facilities are constructed.
3. Keep the area where the utility facilities are located clear of trees, tall shrubs, outdoor fireplaces or any structure which could, in the opinion of grantees, interfere with the construction, maintenance or use of the said utility facilities as provided for under the terms of this grant.
4. Reimburse the respective grantees the actual cost of any changes deemed feasible in the opinion of grantee made in the utility facilities constructed hereunder to accommodate grantor(s).
5. Comply with Public Utility Commission ruling, 52 PA Code Chapters 57 and 63, if applicable.

See Attached  
IN WITNESS WHEREOF, Grantor(s) have

caused this grant to be duly executed this 8th day of May, A.D. 1989.

at Philadelphia, PA  
(POST OFFICE ADDRESS)

WITNESS OR ATTEST:

[Signature]  
[Signature]

[Signature]  
Joseph K. Gordon  
[Signature]  
Ray Gordon  
[Signature]  
William L. McLean  
[Signature]  
Elizabeth P. McLean

REALTY TRANS. TAX PAID  
STATE \_\_\_\_\_  
LOCAL \_\_\_\_\_  
PER M.M.H.

BOBA 491201523

53015104

89 JUN -1 AM 10:07

Right of Way Agent: [Signature]

RECEIVED

MAY 15 1989

# DEED

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
 40-00-10404-00-5 LOWER MERION  
 151 CHERRY LN  
 GORDON MAX MCLEAN & JOSEPH K E  
 N 0040 U-003' E 1108 DATE: 09/27/88

B6D

Joseph K.  
 Reg: Comor

Lot#	Addr.	77. Replbury Ln	WILLIAM L WELLS ELIZABETH P DE	Unit#
2	404	40-00-61313-00-9 ✓		99
* 1	414	40-00-10404-00-5 - / SEC 61313-10		3
14	424	40-00-61313-20-7 ✓		111
11	415	-30-6 ✓		108
12	421	-40-5 ✓		109
13	425	-50-4 ✓		110
S. Seythury Ln				
5	510	40-00-61313-60-3 ✓		102
x 6	514	-70-2 ✓		103
7	520	-80-1 ✓		104
8	524	-90-9 ✓		105
10	526	40-00-61314-00-8 ✓		107
3	505	-10-7 ✓		100
4	511	-20-6 ✓		101
9	525	-30-5 ✓		106

REGISTERED

DP 1006 850 5-24-89

RECEIVED


MAY 15 1989

I. C. I.

BOOK 4912-1524

# DEED

**LOCATION MAP**



**LOT AVERAGING**

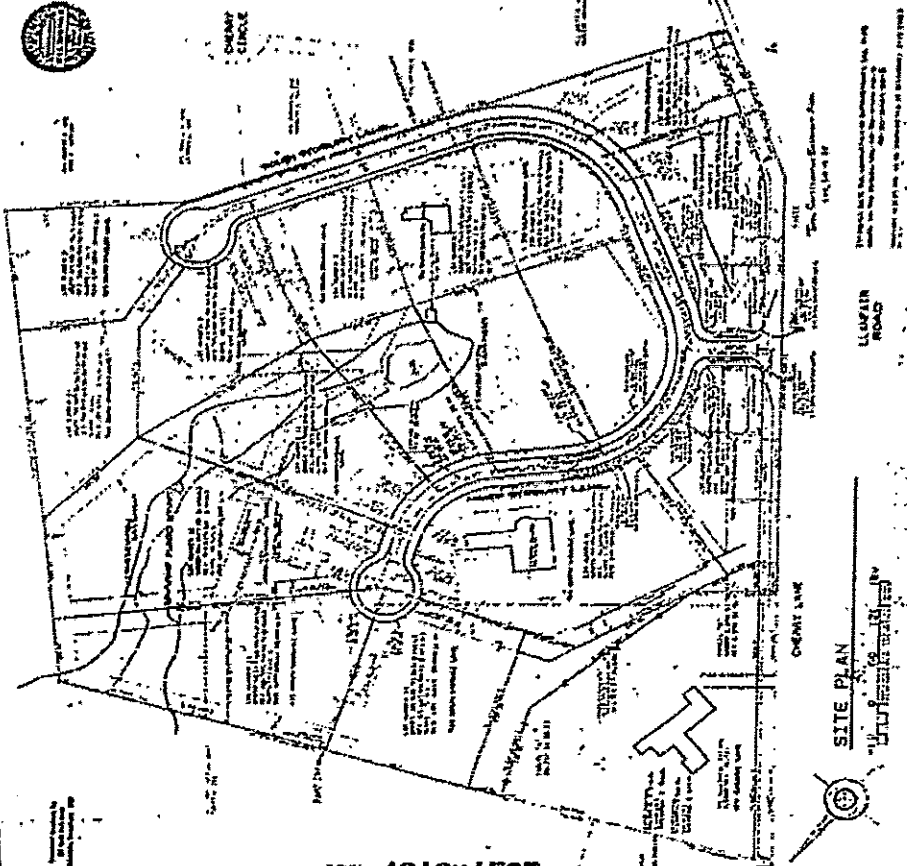
... 21577 sq ft ...

Area	21577 sq ft
Permitted Use	Residential
Lot Area	21577 sq ft
Lot Dimensions	100 ft x 215.77 ft

**DEED**

... 21577 sq ft ...

... 100 ft x 215.77 ft ...



BOOK 4912-1525

# DEED

## GRANT OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS that CHERRY LANE ASSOCIATES, hereinafter called "GRANTOR," being owner of certain lands and property situate in Lower Merion Township, Montgomery County, Pennsylvania, and specifically described in Deed dated 12 December 1986, recorded in Deed Book A-824, Page 641, Parcel Nos. 40-00-1040-00-5 and 40-00-1040-00-9, in the Office for the Recording of Deeds in and for said County at Norristown, Pennsylvania, in consideration of One Dollar (\$1.00) lawful money of the United States of America, and other good and valuable consideration paid to GRANTOR at the sealing and delivery of these presents, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey to PHILADELPHIA SUBURBAN WATER COMPANY, a Pennsylvania corporation with its principal offices at Bryn Mawr, Pennsylvania, its successors and assigns the perpetual and exclusive Right-of-Way and easement at any and all times hereafter to lay, relay, install, inspect, operate, repair, alter, remove, renew and replace through, across and under said lands and property of GRANTOR an eight-inch (8") inside diameter water transmission main.

The perpetual Right-of-Way granted herein to consist of a strip of land twenty and no one-hundredths (20.00) feet wide, with an additional ten and no one-hundredths (10.00) feet of width of temporary Right-of-Way during the initial installation to facilitate the moving and storing of necessary materials and equipment.

Additional perpetual Right-of-Way shall be provided for each water service line. Said water service line Right-of-Way shall have a width of ten and no one-hundredths (10.00) feet and extend in length from the appropriate sideline of the Right-

REALTY TRANS. TAX PAID
STATE
LOCAL
PER <i>M.Y.</i>

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OCT 4 1989

I. C. I.

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001156

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8.50  
40.00

90 JAN 19 PM 12:26

# DEED

of-Way accommodating the interior distribution system to a point five and no one-hundredths (5.00) feet beyond the shutoff valve (curb stop) for each water service line.

Said perpetual Right-of-Way is to be perpetual for the entire width (twenty and no one-hundredths (20.00) feet), and exclusive for a ten and no one-hundredths (10.00) foot width, centered about the pipeline. The pipeline is normally installed in the center of the perpetual Right-of-Way.

GRANTOR warrants that no other rights have been previously granted to others within any portion of the exclusive part of the Right-of-Way.

Said twenty and no one-hundredths (20.00) foot wide perpetual Right-of-Way is described as follows:

BEGINNING at a point on the North side right-of-way of Cherry Lane (45' wide), located the two (2) following bearings and distances from the centerline intersection of Cherry Lane with Llanfair Road (50' wide):

1. North 51 degrees 00 minutes 00 seconds East, a distance of 25.00 feet,
2. THENCE North 39 degrees 00 minutes 00 seconds West, a distance of 16.00 feet to the point of beginning;

THENCE North 51 degrees 00 minutes 00 seconds East, a distance of 102.87 feet from the point of beginning and along Llanfair Road to a point on a curve;

THENCE along a curve to the right having a radius of 179.00 feet, an arc length of 244.19 feet, and a chord which bears North 06 degrees 02 minutes 27 seconds East, a chord length of 225.69 feet to its point of tangency;

THENCE North 45 degrees 07 minutes 17 seconds East, a distance of 95.35 feet along North Sydbury Lane to a point on a curve;

THENCE along a curve to the left having a radius of 146.00 feet, an arc length of 175.07 feet, and a chord which bears North 10 degrees 46 minutes 08 seconds East, a chord length of 164.77 feet to its point of tangency;

THENCE North 23 degrees 35 minutes 00 seconds West, a distance of 113.53 feet through the cul-de-sac terminus of North Sydbury Lane to a point for corner;

-2-

SHR 49363 573

# DEED

THENCE North 66 degrees 25 minutes 00 seconds East, a distance of 20.00 feet to a point for corner;

THENCE South 23 degrees 35 minutes 00 seconds East, a distance of 113.53 feet back through the cul-de-sac terminus of North Sydbury Lane to a point of curve;

THENCE along a curve to the right having a radius of 166.00 feet, an arc length of 199.05 feet, and a chord which bears South 10 degrees 46 minutes 08 seconds West, a chord length of 187.31 feet to its point of tangency;

THENCE South 45 degrees 07 minutes 17 seconds West, a distance of 95.35 feet to a point of curve;

THENCE along a curve to the left having a radius of 159.00 feet, an arc length of 292.33 feet, and a chord which bears South 07 degrees 32 minutes 59 seconds East, to a point of tangency within the right-of-way of South Sydbury Lane;

THENCE South 60 degrees 13 minutes 15 seconds East, a distance of 164.03 feet to a point of curve;

THENCE along a curve to the left having a radius of 159.00 feet, an arc length of 244.70 feet, and a chord which bears North 75 degrees 41 minutes 22 seconds East, a chord length of 221.26 feet to its point of tangency;

THENCE North 31 degrees 36 minutes 00 seconds East, a distance of 334.22 feet to a point of curve;

THENCE along a curve to the left having a radius of 128.00 feet, an arc length of 15.57 feet, and a chord which bears North 28 degrees 06 minutes 57 seconds East, a chord length of 15.56 feet to its point of tangency;

THENCE North 24 degrees 37 minutes 54 seconds East, a distance of 97.00 feet through the cul-de-sac terminus of South Sydbury Lane to point for corner;

THENCE South 65 degrees 22 minutes 06 seconds East, a distance of 20.00 feet to a point for corner;

THENCE South 24 degrees 37 minutes 54 seconds West, a distance of 97.00 feet back through the cul-de-sac terminus of South Sydbury Lane to a point of curve;

THENCE along a curve to the right having a radius of 148.00 feet, an arc length of 18.00 feet, and a chord which bears South 28 degrees 06 minutes 57 seconds West, a chord length of 17.99 feet to its point of tangency;

THENCE South 31 degrees 36 minutes 00 seconds West, a distance of 319.07 feet to a point for corner;

THENCE South 58 degrees 24 minutes 00 seconds East, a distance of 25.00 feet to a point for corner;

# DEED

THENCE South 31 degrees 36 minutes 00 seconds West, a distance of 20.00 feet to a point for corner;

THENCE North 58 degrees 24 minutes 00 seconds West, a distance of 25.07 feet to a point on a curve;

THENCE along a curve to the right having a radius of 179.00 feet, an arc length of 270.63 feet, and a chord which bears South 76 degrees 27 minutes 57 seconds West, a chord length of 245.58 feet to its point of tangency;

THENCE North 60 degrees 13 minutes 15 seconds West, a distance of 164.03 feet still along South Sydbury Lane to a point of curve;

THENCE along a curve to the right having a radius of 179.00 feet, an arc length of 64.88 feet, and a chord which bears North 49 degrees 50 minutes 12 seconds West, a chord length of 64.53 feet to a point on a line;

THENCE South 51 degrees 00 minutes 00 seconds West, a distance of 101.91 feet along Llanfair Road to a point on the North side right-of-way Cherry Lane;

THENCE North 39 degrees 00 minutes 00 seconds West, a distance of 20.00 feet to the point of beginning, CONTAINING 34,119.83 square feet or .7830 acre of land, more or less.

The foregoing description and location shown on Plan A-3480, prepared by PHILADELPHIA SUBURBAN WATER COMPANY, attached and made a part hereof.

TOGETHER with the rights of ingress, egress and regress to and from said Right-of-Way, water mains, and water services, at any and all times for the purpose of laying, relaying, installing, operating, inspecting, maintaining, repairing, altering, removing, renewing and replacing said water main, water services and their appurtenances, together with the right to move in and use such equipment and materials as may be required to accomplish the foregoing, subject to the obligation of said PHILADELPHIA SUBURBAN WATER COMPANY, its successors and assigns, after laying said water main, water services and appurtenances, and after any subsequent maintenance, repair, alteration, removal or replacement thereof by it or them to restore the surface of the ground disturbed as nearly as practicable to its contour and condition prior to such disturbance thereof.

# DEED

RESERVING, however, to GRANTOR the right to use the ground over said water main, water services, and Right-of-Way granted for egress and regress, provided such use shall not obstruct the rights herein granted, and, more specifically, GRANTOR agrees not erect any building, structure, trees or shrubs, on the perpetual Right-of-Way or to change the grade of the surface over the water main and water services.

TO HAVE AND TO HOLD all and singular the rights, liberties, privileges, Right-of-Way and easement above described with the appurtenances, unto said PHILADELPHIA SUBURBAN WATER COMPANY, its successors and assigns forever.

This Grant and all of the covenants herein contained shall inure to the benefit of and shall be binding upon GRANTOR, its successors and assigns, and the PHILADELPHIA SUBURBAN WATER COMPANY, its successors and assigns.

GRANTOR understands and acknowledges that the persons securing this Grant are without authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that no such agreement will be binding on said PHILADELPHIA SUBURBAN WATER COMPANY, its successors or assigns.

IN WITNESS WHEREOF this instrument is signed and sealed this 6<sup>th</sup> day of October 1989.

CHERRY LANE ASSOCIATES

Joseph K. Jordan (SEAL)  
Managing Partner

WITNESS

PHILADELPHIA SUBURBAN WATER COMPANY



St. Kumpel  
ATTEST

By Robert A. Luksa  
Robert A. Luksa, President & Chief Operating Officer

SHR 49363 576



# DEED

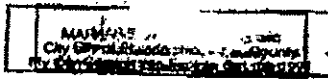
State of: Pennsylvania  
County of: Philadelphia

On this 16<sup>th</sup> day of October 1989, before me a Notary Public in and for the State and County aforesaid, personally appeared Joseph K. Gordon, who acknowledged himself/herself to be the Managing Partner of Cherry Lane Associates, and that as such Managing Partner, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained by signing the name of the Partnership by himself/herself as Managing Partner.

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

Marie Bass  
Notary Public

(NOTARIAL SEAL)



615 493672 577

# DEED

#16

STATE TAX  
AFFIDAVIT  
FILED

003660

02/17/91

LANTERS TITLE INSURANCE CORPORATION  
PHILADELPHIA METROPOLITAN OFFICE  
2 PENN CENTER PLAZA, SUITE 1920  
PHILADELPHIA, PA 19102  
(215)-568-9690

## MEMORANDUM OF APPROVAL AND WAIVER

THIS MEMORANDUM OF APPROVAL AND WAIVER is made this 27<sup>th</sup> day of December, 1990 by Joseph K. Gordon, Ray McLean Gordon, William L. McLean, III, Elizabeth McLean, Sydbury Glen Homeowners Association, Inc., and Architectural and Environmental Review Committee.

### WITNESSETH:

WHEREAS, the parties hereto have executed and delivered a certain Approval and Waiver of even date herewith;

WHEREAS, such Approval and Waiver is intended to provide the prospective purchasers of Lots 1 and 2 (the "Lots") of the Property identified on Exhibit A hereto (the "Property") with certain approvals and is further intended to waive certain rights each with respect to the Lots; and

WHEREAS, the parties hereto intend that the Approval and Waiver run with the Property in perpetuity.

NOW, THEREFORE, the parties hereto declare as follows:

There exists a certain Approval and Waiver, of even date herewith, made by Joseph K. Gordon, Ray McLean Gordon, William L. McLean, III, and Elizabeth McLean, doing business as Cherry Lane Associates (the "Declarant"), Sydbury Glen Homeowners Association, Inc. (the "Association"), and Architectural and Environmental Review Committee (the "Committee"), which modifies the rights and obligations (as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Sydbury Glen Homeowners Association recorded with the Montgomery County Commissioners Registry in Deed Book 4886 at Page 448) of the owners of the Lots and of the Declarant, the Association and the Committee in accordance with the terms and provisions of the said Approval and Waiver. Copies of said Approval and Waiver have been filed and shall at all times be maintained among the official records of the Association and the Committee.

The provisions of said Approval and Waiver shall run with the Property in perpetuity and this Memorandum shall be

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1.50  
9.50

1991 JUN 10 PM 4:39

1991 MAR 27 PM 4:19

REALTY TRANSFER TAX PAID
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LOCAL
PAID

4986-2353  
39 49723 216

1-10-91

REALTY TRANSFER TAX PAID
STATE
LOCAL
PAID

# DEED

binding on and shall be recorded among the land records of Montgomery County, Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Memorandum of Approval and Waiver, as of the year and date first above written.

DECLARANT (doing business as Cherry Lane Associates):

Joseph K. Gordon  
Joseph K. Gordon

Ray McLean Gordon  
Ray McLean Gordon

William L. McLean, III  
William L. McLean, III

Elizbeth McLean  
Elizbeth McLean

SYDBURY GLEN HOMEOWNERS ASSOCIATION, INC.

By: Joseph K. Gordon, Sec. Wm. L. McLean  
President Architectural and Environmental Review Committee

ARCHITECTURAL AND ENVIRONMENTAL REVIEW COMMITTEE

By: William L. McLean  
Chairman ME 218 22 4 2

- 2 -      887 4966-2354

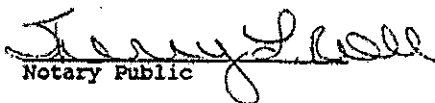
887 49723 217

# DEED

STATE OF FLORIDA                    SS.  
COUNTY OF MARTIN

On this 29<sup>th</sup> day of December, 1990, before me, the undersigned officer, personally appeared RAY MCLEAN GORDON known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and she acknowledged that she executed the same for the purposes therein contained and desired that the same might be recorded as such.

Witness my hand and official seal the day and year aforesaid.

  
Notary Public

[Notarial Seal]

My Commission Expires:

Notary Public, State of Florida  
My Commission Exp. 12/31/93  
Issued by Southern Surety Company

SP# 49723 218

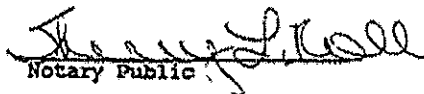
SP# ~~4956~~ 2355

# DEED

STATE OF FLORIDA  
COUNTY OF MARIN SS.

On this 17th day of December, 1990, before me, the undersigned officer, personally appeared JOSEPH K. GORDON known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and he acknowledged that he executed the same for the purposes therein contained and desired that the same might be recorded as such.

Witness my hand and official seal the day and year aforesaid.

  
Notary Public

[Notarial Seal]

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires 12/31/93  
Bonded by Western Surety Company

SP: 4972: 219

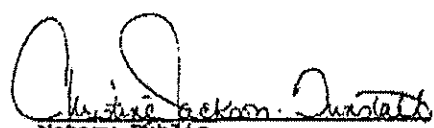
SP: 4956 2356

# DEED

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Philadelphia : ss.

On this 4<sup>th</sup> day of January, 1991, before me, the undersigned officer, personally appeared WILLIAM L. McLEAN, III known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and he acknowledged that he executed the same for the purposes therein contained and desired that the same might be recorded as such.

Witness my hand and official seal the day and year aforesaid.

  
Notary Public

[Notarial Seal]

My Commission Expires:

NOTARIAL SEAL  
Christine Jackson-Tunstall, Notary Public  
Philadelphia, Philadelphia County  
My Commission Expires September 22, 1991

BP 49726 220

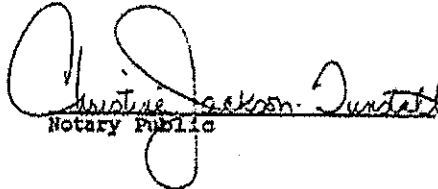
BP 4966 2357

# DEED

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Philadelphia : ss.

On this 14<sup>th</sup> day of January, 1991, before me, the undersigned officer, personally appeared ELIZABETH McLEAN known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and she acknowledged that she executed the same for the purposes therein contained and desired that the same might be recorded as such.

Witness my hand and official seal the day and year aforesaid.

  
Notary Public

[Notarial Seal]

My Commission Expires:

NOTARIAL SEAL Christine Jackson-Tunstall, Notary Public Philadelphia, Philadelphia County My Commission Expires September 28, 1991
---

507 49723 221

307 4966 2358

# DEED

#17

ATTORNEYS  
LINTERS REAL ESTATE CORPORATION  
PHILADELPHIA RECORDING OFFICE  
2 PENN CENTER PLAZA, SUITE 1920  
PHILADELPHIA, PA 19102  
(215) 563-8590

### DECLARATION OF COVENANTS

THIS DECLARATION OF COVENANTS, made this 4<sup>th</sup> of January, 1991, by JOSEPH K. GORDON, RAY McLEAN GORDON, WILLIAM L. McLEAN III and ELIZABETH McLEAN, c/a CHERRY LANE ASSOCIATES (collectively the "Declarant").

### W I T N E S S E T H:

COUNTY	PAID
STATE	
LOCAL	
DATE	

WHEREAS, Declarant is the owner of a certain tract of ground in Lower Merion Township, Montgomery County, Commonwealth of Pennsylvania, containing approximately 19.707 acres of land, more or less, as shown on a certain 14-lot plan of subdivision, dated April 3, 1987 and revised April 26, 1987, prepared for Cherry Lane Associates by Real Estate Engineering Associates, Inc. ("the Subdivision Plan"); and

31.50  
3.50  
3.50

WHEREAS, on September 16, 1987, the Township of Lower Merion ("the Township") granted preliminary approval of the Subdivision Plan which has been recorded in the Office of the Recorder of Deeds of Montgomery County, Pennsylvania in Plan Book A-50, Page 114; and

WHEREAS, on June 15, 1988, subsequent to preliminary approval of the Subdivision Plan, the Township enacted Ordinance No. 1783 thereby modifying the stormwater management requirements for development in the Township. As a result, Declarant modified the previously approved stormwater management plans to comply

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000459

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# DEED

with the requirements of Ordinance No. 1787 and thereafter completed construction of the stormwater management facilities to provide for retention of the stormwater to be generated by development of the houses, improvements and other impervious cover to be constructed on and in connection with the 14 lots shown on the Subdivision Plan;

WHEREAS, on October 17, 1990, the Township enacted Ordinance No. 3208, thereby regulating the amount of impervious surface coverage permitted on lots and prescribing maximum percentages of impervious surface coverage in various zoning districts. As a result of discussions between Declarant and the Township with respect to the application of the provisions of Ordinance No. 3208 to the lots shown on the Subdivision Plan, Declarant has agreed, with the Township's consent and approval, to the establishment of certain maximum allowances of impervious surface coverage on each of the 14 lots shown on the Subdivision Plan and allocation thereof as hereinafter provided; and

WHEREAS, the Sydbury Glen Homeowners Association, Inc. ("the Association"), a Pennsylvania non-profit corporation, has been formed and was incorporated on December 27, 1990 to perform certain functions on behalf of the owners of the lots as described in a certain Declaration of Covenants, Conditions and Restrictions for Sydbury Glen Homeowners Association, dated

# DEED

August 27, 1988 and recorded in the office of the Recorder of Deeds of Montgomery County in Deed Book 4886, Page 448.

NOW, THEREFORE, Declarant hereby declares that each of the lots shown on the Subdivision Plan shall be held, sold and conveyed subject to the following covenants which are for the purpose of protecting the value, desirability and attractiveness of the lots, and for the purpose of establishing maximum allowances for impervious surface coverage on each of the 14 lots.

1. Maximum Impervious Coverage For Lots. Each of the 14 lots shown on the Subdivision Plan may be improved with impervious surface coverage up to but not exceeding the following amounts:

<u>Lot</u>	<u>Impervious Surface Coverage</u>
Lot 1 & 2 (to be consolidated).....	29,495 square feet
Lot 3.....	11,000 square feet
Lot 4.....	8,000 square feet
Lot 5.....	10,500 square feet
Lot 6.....	9,000 square feet
Lot 7.....	11,500 square feet
Lot 8.....	10,000 square feet
Lot 9.....	11,000 square feet
Lot 10.....	12,300 square feet
Lot 11.....	8,500 square feet
Lot 12.....	9,500 square feet
Lot 13.....	10,000 square feet
Lot 14.....	10,000 square feet

2. Consolidation Of Lot 1 And Lot 2. The Board of Commissioners of the Township of Lower Merion shall be requested

# DEED

to consolidate Lot 1 and Lot 2, now two separate lots, into a single lot.

3. Other Subsequently Enacted Ordinances. This Declaration of Covenants shall resolve only questions relating to the application of Ordinance No. 3208 and any impervious surface coverage limitations to each of the 14 lots shown on the Subdivision Plan; however, this Declaration of Covenants shall not constitute a waiver of any rights Declarant may have to contest the application of any other subsequently enacted ordinances to the Subdivision Plan.
4. Notice To Future Lot Owners. Declarant shall include in the deed of conveyance for each and every of the 14 lots a statement that such deed is under and subject to this Declaration of Covenants.
5. Enforcement And Amendment. This Declaration of Covenants shall be enforceable by Declarant, the Association or Lower Merion Township, and may be amended only by an instrument signed by the Association, acting with the approval of no less than 75% of its members, and the Township of Lower Merion. The Association joins in this Declaration of Covenants for the express purpose of giving effect and providing its consent to the provisions hereof to the extent of its interest.

# DEED

6. Heirs And Assigns. This Declaration of Covenants shall be binding upon and enure to the use, benefit and burden of Declarant, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereunto set its hand and seal the day and year first above written.

Joseph K. Gordon by [Signature]  
his attorney in fact (SEAL)  
Joseph K. Gordon

Ray McLean Gordon by [Signature]  
Elizabeth P. McLean (SEAL)  
Ray McLean Gordon  
1st & 2nd parties

[Signature] (SEAL)  
William L. McLean III

Elizabeth McLean (SEAL)  
Elizabeth McLean

PCA BK 184  
PG 1963  
Collectively t/a  
CHERRY LANE ASSOCIATES

Sydney Glen Homeowners Association, Inc. hereby joins in this Declaration of Covenants for the purpose described in paragraph 5 hereof.

ATTEST:

[Signature]

F587-064.002

SYDBURY GLEN HOMEOWNERS  
ASSOCIATION, INC.

By: Elizabeth P. McLean  
1st president & treasurer

# DEED

## EXHIBIT "A"

### COUNTY PARCEL NUMBERS

Parcel Number	Lot Number	Address
40-00-10404-00-5	1	414 N. Sydbury Lane
40-00-61313-00-9	2	404 N. Sydbury Lane
40-00-61314-10-7	3	505 S. Sydbury Lane
40-00-61314-20-6	4	511 S. Sydbury Lane
40-00-61313-60-3	5	510 S. Sydbury Lane
40-00-61313-70-2	6	516 S. Sydbury Lane
40-00-61313-80-1	7	520 S. Sydbury Lane
40-00-61313-90-9	8	524 S. Sydbury Lane
40-00-61314-30-5	9	525 S. Sydbury Lane
40-00-61314-00-8	10	526 S. Sydbury Lane
40-00-61313-30-6	11	415 N. Sydbury Lane
40-00-61313-40-5	12	421 N. Sydbury Lane
40-00-61313-50-4	13	425 N. Sydbury Lane
40-00-61313-20-7	14	424 N. Sydbury Lane

REGISTERED

9.50 1/12/91

BP 4966 2340



STATE TAX  
ASSISTANT  
FILED

LAYERS TITLE INSURANCE CORPORATION  
Two Penn Center Plaza, Suite 1230  
Philadelphia, PA 19102

LTAD-M-13134  
Original

1.50  
15.00  
15.00  
5.00  
5.00

014352

This Indenture Made the 16<sup>th</sup> day of August in the year of our Lord one thousand nine hundred and four (1994)

BETWEEN

JOSEPH K. GORDON, RAY MCLEAN GORDON, WILLIAM L. MCLEAN, III and ELIZABETH P. MCLEAN, as tenants-in-common, d/b/a CHERRY LANE ASSOCIATES, having an address at 441 Glyn Wynne Road, Haverford, Pennsylvania 19041, (hereinafter called the Grantors), of the one part, and

WILLIAM L. MCLEAN, III and ELIZABETH P. MCLEAN, husband and wife, having an address at 139 Cherry Lane, Wynnewood, Pennsylvania 19096, (hereinafter called the Grantees), of the other part,

WITNESSETH, That the said Grantors, for and in consideration of the sum of One Dollar (\$1.00) lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantees, their heirs and assigns,

ALL THOSE CERTAIN lot or piece of ground with the message or tenement thereon erected, as described in Exhibit "A" attached hereto and incorporated herein,

UNDER AND SUBJECT to all those matters described in Exhibit "B" attached hereto and incorporated herein.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said Grantors, as well at law as in equity, of, in, and to the same.

To have and to hold the said lots or pieces of ground above described, with the message or tenement thereon erected, hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns forever,

UNDER AND SUBJECT to all those matters described in Exhibit "B", as aforesaid.

And the said Grantors, for themselves, their heirs, executors and administrators do covenant, promise and agree, to and with the said Grantees, their heirs and assigns, by these presents, that they the said Grantors and their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and

08 AUG 22 PM 1:50

08 AUG 22 PM 1:50

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
40-00-61313-50-4 LOWER MERION  
425 N SYDBURY LN  
GORDON RAY MCLEAN & JOSEPH K G  
B 006D U 110 L 13 2107 DATE: 08/22/94

JS

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
40-00-61313-20-7 LOWER MERION  
424 N SYDBURY LN  
GORDON RAY MCLEAN & JOSEPH K G  
B 006D U 111 L 14 2106 DATE: 08/22/94

6.50  
1/4

DB5088PG1352

And the said Grantors, for themselves, their heirs, executors and administrators do covenant, promise and agree, to and with the said Grantees, their heirs and assigns, by these presents, that they the said Grantors and their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against them, the said Grantors and their heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under any of them, shall and will, subject as aforesaid, WARRANT and forever DEFEND.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals. Dated the day and year first above written.

Scaled and Delivered

CHERRY LANE ASSOCIATES, as tenants-in-common

REALTY TRANS. TAX PAID
STATE _____
LOCAL _____
PER <u>PR</u>

Joseph K. Gordon Seal  
JOSEPH K. GORDON

William L. McLean, III Seal  
WILLIAM L. MCLEAN, III

Elizabeth P. McLean Seal  
ELIZABETH P. MCLEAN

Ray McLean Gordon Seal  
RAY-MCLEAN GORDON

Grantee's Address:  
139 Cherry Lane  
Sharon, Pa. 15096

- 2 -

Lower Merion Township  
Montgomery County, PA  
Registered  
Sharon Williams  
Township Engineer  
8/19/94

DB5088PG1353



Commonwealth of Pennsylvania :  
:  
County of Delaware :

On this, the 16th day of August, 1994, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the Township of Haverford, Delaware

County the undersigned Officer, personally appeared JOSEPH K. GORDON, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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



*Eileen M. Benjamin*  
Notary Public

My Commission Expires: April 11, 1996

[Notarial Seal]

Commonwealth of Pennsylvania :  
:  
County of Delaware :

On this, the 16th day of August, 1994, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the Township of Haverford, Delaware

County the undersigned Officer, personally appeared WILLIAM L. MCLEAN, III, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

*Eileen M. Benjamin*  
Notary Public

My Commission Expires: April 11, 1996

[Notarial Seal]



085088PG1354

Commonwealth of Pennsylvania :  
County of Delaware :

On this, the 16th day of August, 1994, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the Township of Haverford, Delaware

County the undersigned Officer, personally appeared ELIZABETH P. MCLEAN, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

*Eileen M. Benjamin*  
Notary Public

Notarial Seal  
Eileen M. Benjamin, Notary Public  
Haverford Twp., Delaware County  
My Commission Expires April 11, 1996

My Commission Expires: April 11, 1996

[Notarial Seal]

Commonwealth of Pennsylvania :  
County of Delaware :

On this, the 16th day of August, 1994, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the Township of Haverford, Delaware

County the undersigned Officer, personally appeared RAY MCLEAN GORDON, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

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

*Eileen M. Benjamin*  
Notary Public

My Commission Expires: April 11, 1996

[Notarial Seal]

Notarial Seal  
Eileen M. Benjamin, Notary Public  
Haverford Twp., Delaware County  
My Commission Expires April 11, 1996

DB5088PG1355

(S)

OPTION

Situate in Lower Merion Township, Montgomery County, PA bounded and described according to a 14 Lot Subdivision "McLean Property", made by Real Estate Engineering Associates, Inc., Dated 4-3-1967 and Last Revised 4-25-1968 and Recorded in Montgomery County in Plan Book A-50 page 114, as follows, to wit:

**BEGINNING** at a point on the title line on the bed of a cut-de-see at the end of North Sydbury Lane (or irregular widths) said point being a common corner of Lots 1, 12 and 14 as shown on said Plan; thence extending from said point of beginning crossing the Northwestern side of the aforesaid cut-de-see at the end of North Sydbury Lane and along Lot No. 14 as shown on said Plan; North 20 degrees 48 minutes 3 seconds West, 249.50 feet to a point in line of lands now or late of Charles Waisor James Townsend, III; thence extending along same North 66 degrees 25 minutes 00 seconds East, 375.27 feet to a point; thence extending South 45 degrees 31 minutes 00 seconds East, 90.41 feet to a point, a corner of Lot 12 as shown on said Plan; thence extending along the same crossing the Northwestern side of the aforesaid cut-de-see at the end of North Sydbury Lane South 44 degrees 58 minutes 56 seconds West, 432.97 feet to the first mentioned point and place of beginning.

(T) ok

**CONTAINING** in area 67,734.62 square feet of land, more or less  
BEING Parcel No. 40-00-61313-304  
BEING Lot No. 13 as shown on above mentioned Plan,  
BEING known as 425 NORTH SYDBURY LANE

6D-110



**ALSO BEGINNING** at a point on the title line in the bed of cut-de-see at the end of North Sydbury Lane (or irregular widths) said point a common corner of Lots 1, 12 and 13 as shown on said Plan; thence extending from said point of beginning crossing the Southwesterly side of aforesaid cut-de-see at the end of North Sydbury Lane South 69 degrees 46 minutes 38 seconds West, along Lot 1 as shown on said Plan, 202.39 feet to a point, a corner of Parcel "A" as shown on said Plan; thence extending along the same North 21 degrees 17 minutes 10 seconds West, 237.52 feet to a point in line of lands now or late of Charles Waisor James Townsend, III; thence extending along the same North 66 degrees 25 minutes 00 seconds East, 204.84 feet to a point, a corner of Lot 13 as shown on said Plan; thence extending along the same crossing the Northwestern side of the aforesaid cut-de-see at the end of North Sydbury Lane South 20 degrees 48 minutes 03 seconds East, 249.50 feet to the first mentioned point and place of beginning.

*Relevant*

**CONTAINING** in area 49,578.37 square feet of land, more or less.  
BEING Parcel No. 40-00-61313-302  
BEING Lot 14 as shown on above mentioned Plan,  
BEING known as 404 Sydbury Lane.

6D-111

BEING part of the same premises which Eleanor B. McLean, by Indenture bearing date the 29th day of September, 1986 and recorded at Norristown in the Office for the Recording of Deeds, in and for the County of Montgomery on 16th day of October, 1986 in Deed Book 4816 page 813, granted and conveyed unto Ray McLean Gordon and Joseph K. Gordon, her husband and William L. McLean, III and Elizabeth McLean, his wife, in fee.

ALSO BEING part of the same premises which Eleanor B. McLean, by Indenture bearing date the 22nd day of December, 1986 and recorded at Norristown in the Office for the Recording of Deeds, in and for the County of Montgomery on 29th day of December, 1986 in Deed Book 4824 page 641, granted and conveyed unto Ray McLean Gordon and Joseph K. Gordon, her husband and William L. McLean, III and Elizabeth McLean, his wife, in fee.

Lower Merion Township  
Montgomery County, PA  
Registrar

*Charles McLean*  
Township Engineer  
Sy. 12/19/86

DB5088 PG 1356