

Title Search Report
Issued by:

Commonwealth Land Title Insurance Company

The attached Title Search Report is issued for the use of agent listed, a policy issuing agent for Commonwealth Land Title Insurance Company, herein 'agent', and is to be used only by agent in the determination of the insurability of title to the property described herein in conjunction with the issuance of Commonwealth Land Title Insurance Company commitments, policies and endorsements. Use of the attached Title Search Report for any other purpose is not authorized. The attached Title Search Report may not be relied upon by any other party nor may it be relied upon for any other purpose. No liability is assumed by Commonwealth Land Title Insurance Company for any unauthorized use or reliance. This Title Search Report does not insure or guarantee the validity or sufficiency of any documents attached, **nor is it to be considered a title insurance commitment and/or title insurance policy.** Any liability under the attached Title Search Report is limited to the liability under the Commonwealth Land Title Insurance Company policy or policies issued pursuant to this Title Search Report.

The Agent who reviews this Title Search Report must follow all underwriting guidelines set forth in the underwriting Manual and Bulletins issued by Commonwealth Land Title Insurance Company. The Agent is responsible for obtaining appropriate updates or continuations of this Title Search Report prior to the issuance of any commitment or policy in accordance with Commonwealth Land Title Insurance Company guidelines and prudent underwriting practices. The Agent is responsible for any errors, omissions, defects, liens, encumbrances or adverse matters not shown by this Title Search Report but known to or discovered by the Agent prior to the issuance of a Commonwealth Land Title Insurance Company policy or endorsement.

Commonwealth Land Title Insurance Company
TITLE SEARCH REPORT

Search for:

Trident Land Transfer Company
431 West Lancaster Avenue
Devon, PA 19333
Phone: 610-889-7669

1. PERIOD SEARCHED:

The period covered in the search commenced with the Base Title as determined by Company and ends on: **November 26, 2015**

2. Policy or Policies to be issued:

A. Policy to be Issued:
ALTA Owners 2006 (as modified by TIRBOP)
Proposed Insured: TBD
Amount of Insurance:
Effective Date:

B. Policy to be Issued:
ALTA Loan 2006 (as modified by TIRBOP)
Proposed Insured:
Amount of Insurance:
Effective Date:

3. The estate or interest in the land described or referred to in this report is:

Fee Simple

4. At the effective date above title is vested in:

Seymour R. Kaplan and Bernard Kaplan, Co-Partners Trading As Oakwood Homes Company, a Partnership

5. Property:

Harvard Lane
Woodlands II, Lot # 34
Radnor Township
Delaware County, PA

TITLE SEARCH REPORT / ABSTRACT REQUIREMENTS

1. Instrument(s) satisfactory to us, creating the estate or interest to be insured must be executed, delivered and filed for record.
 - A. **DEED FROM:** Seymour R. Kaplan and Bernard Kaplan, Co-Partners Trading As Oakwood Homes Company, a Partnership
TO: TBD
DATED: _____
RECORDED: _____
 - B. **MORTGAGE FROM:** TBD
TO: _____
DATED: _____
RECORDED: _____
2. Payment of full consideration to or for the account of the grantors or mortgagors.
3. Payment of the premiums, fees and charges for the policy.
4. Possible unfiled mechanics liens and municipal claims.
5. Terms of any unrecorded lease or rights of parties in possession.
6. Proof that all natural persons in this transaction are of full age and legally competent.
7. Proof of identity of parties as set forth in Recital.
8. **POWERS OF ATTORNEY:** If any party to the settlement intends to use a Power of Attorney at settlement, a copy of such Power of Attorney must be submitted for review in advance of settlement. Failure to comply with this requirement may result in the postponement of the settlement. Acceptability of the Power of Attorney for purposes of completion of settlement is within the discretion of the insurer.
9. Proof to be provided that any individuals holding record title have not, subsequent to acquisition of title, been a party to any divorce proceedings, whether currently ongoing or completed prior to the transaction that is the subject of this report/commitment. In the event such divorce proceedings have occurred, same to be examined and possible additional exceptions and requirements to be added. This requirement applies only to individuals and is not applicable if record owner is an LLC, LP, Corporation or other business entity.
10. Information must be furnished concerning the Social Security Number(s) and/or the Tax Identification Number(s) and future addresses of grantors for the completion of Substitute Form 1099 at the Closing of Transaction.
11. Proof that no parties to this transaction are involved in bankruptcy proceedings; if bankruptcy has been filed, same to be examined; possible additional requirements/exceptions to be added.

TITLE SEARCH REPORT / ABSTRACT
REQUIREMENTS continued

12. Satisfactory evidence should be provided that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor material.
13. TAXES:
Receipts for Township, County and School Taxes for the three prior years to be produced.
Township, County and School Taxes for the current year 2015
Assessment \$125,600.00
Tax ID / Parcel No. 36-05-03083-50
14. WATER AND SEWER RENTS:
Receipts for Water and Sewer Rents for the three prior years to be produced.
Water and Sewer Rents for the current year 2015.
15. MECHANICS AND MUNICIPAL CLAIMS: NONE
16. MORTGAGES: NONE
17. JUDGMENTS: NONE
18. Prior to settlement, search of statewide support lien system (<http://www.childsupport.state.pa.us>) to be performed to determine the existence of support arrearages, if any. Company or its Agent to be provided with social security numbers of all natural persons that are a party to the transaction so that this search can be performed by the closing officer no more than 30 days in advance of closing.
19. Names of all relevant parties to the within real estate transaction to be searched prior to closing to verify that they are not Specially Designated Nationals subject to the provisions of President's Executive Order Targeting Terrorist Assets.
20. Owner's Affidavit on Company form to be executed by sellers or mortgagors and filed with Company.
21. Last Insured Not Available.
22. The following note is for Informational Purposes Only:

The following deed(s) affecting said land were recorded within six (6) months of the date of this report: NONE
23. Proof that Seymour R. Kaplan and Bernard Kaplan are all of the partners of Oakwood Homes Company, a Pennsylvania Partnership.
24. Partnership Agreement, and any amendments thereto, of Seymour R. Kaplan and Bernard Kaplan, co-partners, trading as Oakwood Homes Company, to be produced and examined; possible additional objections to be added.

TITLE SEARCH REPORT / ABSTRACT
REQUIREMENTS continued

25. Proof that the partnership of Seymour R. Kaplan and Bernard Kaplan, co-partners, trading as Oakwood Homes Company, is still subsisting.
26. Possible additional Company approvals, which approvals depend on liability amount as shown on Schedule A, currently designated as TBD.
27. Official survey to be presented; premises to be described in accordance therewith; additional requirements and/or exceptions may be made upon production of same. (The recorded plan in Plan Case 14 page 125 is not legible to draft a legal description of the subject premises)
28. Names of Purchasers to be furnished and searched, and any additional objections by reason thereof to be certified prior to settlement.

TITLE SEARCH REPORT / ABSTRACT
EXCEPTIONS

In the event that one or more of the Exceptions listed below references covenants, conditions and/or restrictions, please note that the Exception(s) specifically exclude any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this report.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
4. Easements, encroachments, overlaps, shortages of area, boundary line disputes and other matters affecting title that an accurate and complete survey would disclose.
5. Real estate taxes for the current and prior tax years which are hereafter assessed and are not yet due and payable.
6. Rights granted to Bell Telephone Company in Deed Book 2693 page 948. ✓
7. Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of Harvard Lane.
8. Reservation as in Deed Books 1865 page 16 and 2107 page 537. ✓
9. Agreement as in Deed Book 1478 page 209. ✓
10. Easements and Right of Way as set forth in Deed Book 2107 page 537. ✓
11. Rights granted to Philadelphia Electric Company in Deed Book 2766 page 869. ✓
12. Rights granted to Philadelphia Suburban Water Co. in Deed Book 2772 page 998 and Volumes 161 page 1916, 237 page 562, and 608 page 1661. ✓
13. Declaration of Covenants as in Deed Book 2661 page 870.
14. Declaration of Covenants, Conditions and Restrictions as in Deed Book 2719 page 206. ✓
15. Ordinance as set forth in Volume 1017 page 151. ✓
16. Conditions disclosed by survey made by D.S. Winokur Associates dated 3/28/1979, last revised 3/12/1984 and recorded in Plan Volume 14 page 125:-(1) Building setback lines, (2) 20' sanitary sewer easement, (3) 100 year floodplain line, (4) 20' access easement, (5) 25'storm & sanitary sewer easements and (6) Notes.

TITLE SEARCH REPORT / ABSTRACT
EXCEPTIONS continued

TITLE SEARCH REPORT / ABSTRACT
LEGAL DESCRIPTION

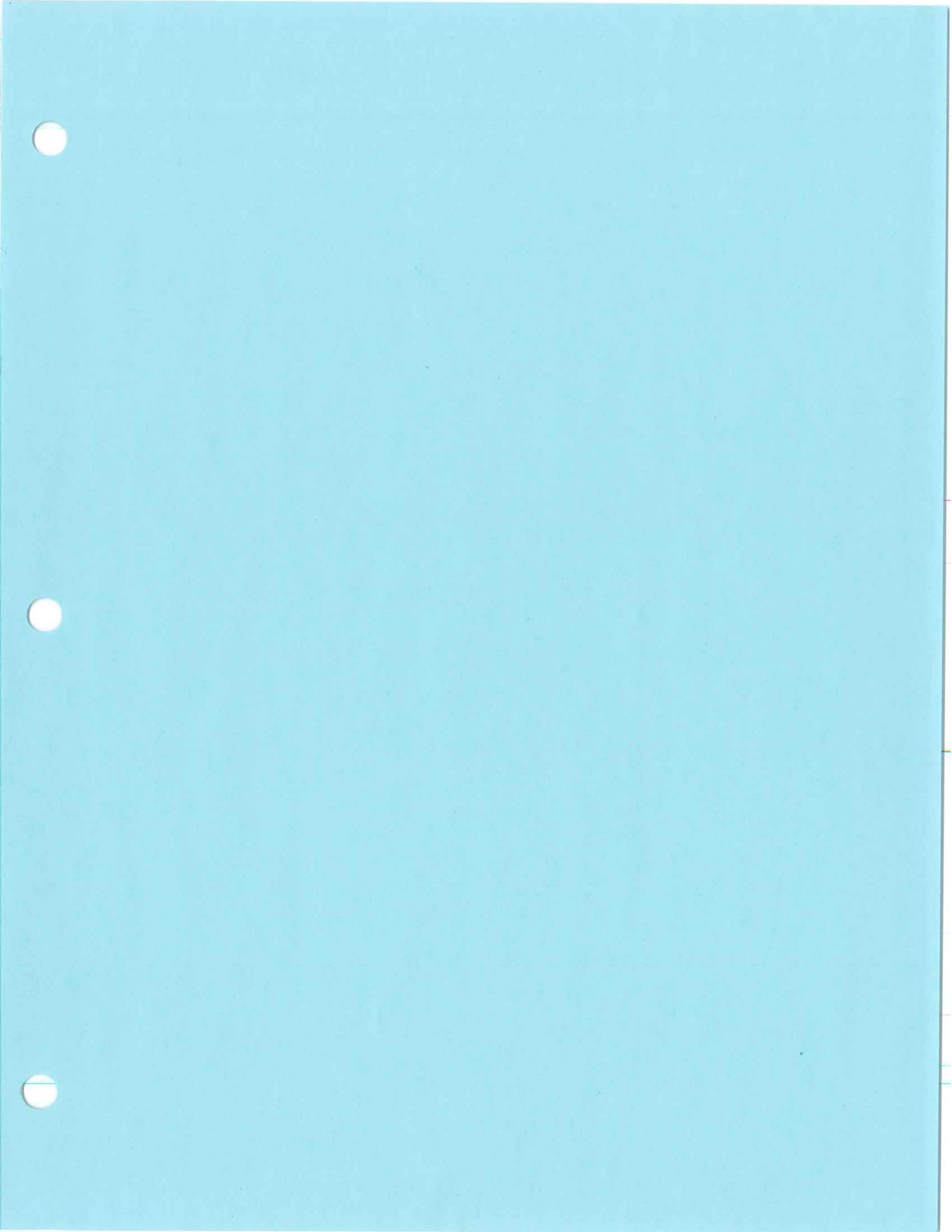
FOR TEMPORARY USE ONLY:

ALL THAT CERTAIN lot or piece of ground, SITUATE in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, described according to an Amended Final Plan of lots for Oakwood Homes Company "The Woodlands II" made by D.S. Winokur Associates, Consulting Engineers, Philadelphia, Pa. dated March 28, 1979 and last revised March 12, 1984 and being recorded in the Office of the Recording of Deeds in Delaware County, Pennsylvania on 8/8/1984 in Plan Volume 14 page 125 as follows, to wit:

BEING Lot No. 34 on said Plan.

Tax ID / Parcel No. 36-05-03083-50

Being a part of the same premises which Michael H. Egnal and Sylvia L. Egnal, Co-Partners Trading as Bryn Mawr Associates, and R.E.I., Inc., a Pennsylvania Corporation, by Deed of Correction dated 9/25/1979 and recorded 12/16/1981 in Delaware County in Deed Book 2808 Page 665 conveyed unto Seymour R. Kaplan and Bernard Kaplan, Co-Partners Trading as Oakwood Homes Company, a Partnership, in fee.



In consideration of the sum of ONE Dollar(s) (\$ 1.00) and other good and valuable consideration to it paid, receipt whereof is hereby acknowledged,

SEYMOUR R. KAPLAN and BERNARD KAPLAN INDIVIDUALS
(corporation, partnership, individual)

hereby grant(s) to The Bell Telephone Company of Pennsylvania, and to _____

and to their respective successors, assigns, lessees and agents, the right, privilege and authority to construct, reconstruct, operate and maintain aerial and underground communication and electric lines and appliances, including conduits, manholes, interface 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 WOODLAND II Plan of Lots,

situate along ROBERT J ROAD BRYN MAWR AVENUE

in the TOWNSHIP of RADNOR

County of DELAWARE 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 THREE 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 _____

which is made part hereof by reference. Any dedicated utility easement shown on the Developer's plan shall not be interpreted as restricting the grantee's rights hereunder.

Grantee(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 grantee, 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 grantee the actual cost of any changes deemed feasible in the opinion of grantee made in the utility facilities constructed hereunder to accommodate grantee(s).

IN WITNESS WHEREOF, Grantee(s) HAVE caused this grant to be duly executed

this 17th day of MAY, A.D. 1977, at 351 E. TOWNSHIP LINE RD. UPPER MERION PA 19082
(Post Office Address)

WITNESS OR ATTEST:
Bernard H. Kaplan
Bernard H. Kaplan

Seymour R. Kaplan
SEYMOUR R. KAPLAN

Bernard Kaplan
BERNARD KAPLAN

FORM 2693 PAGE 948



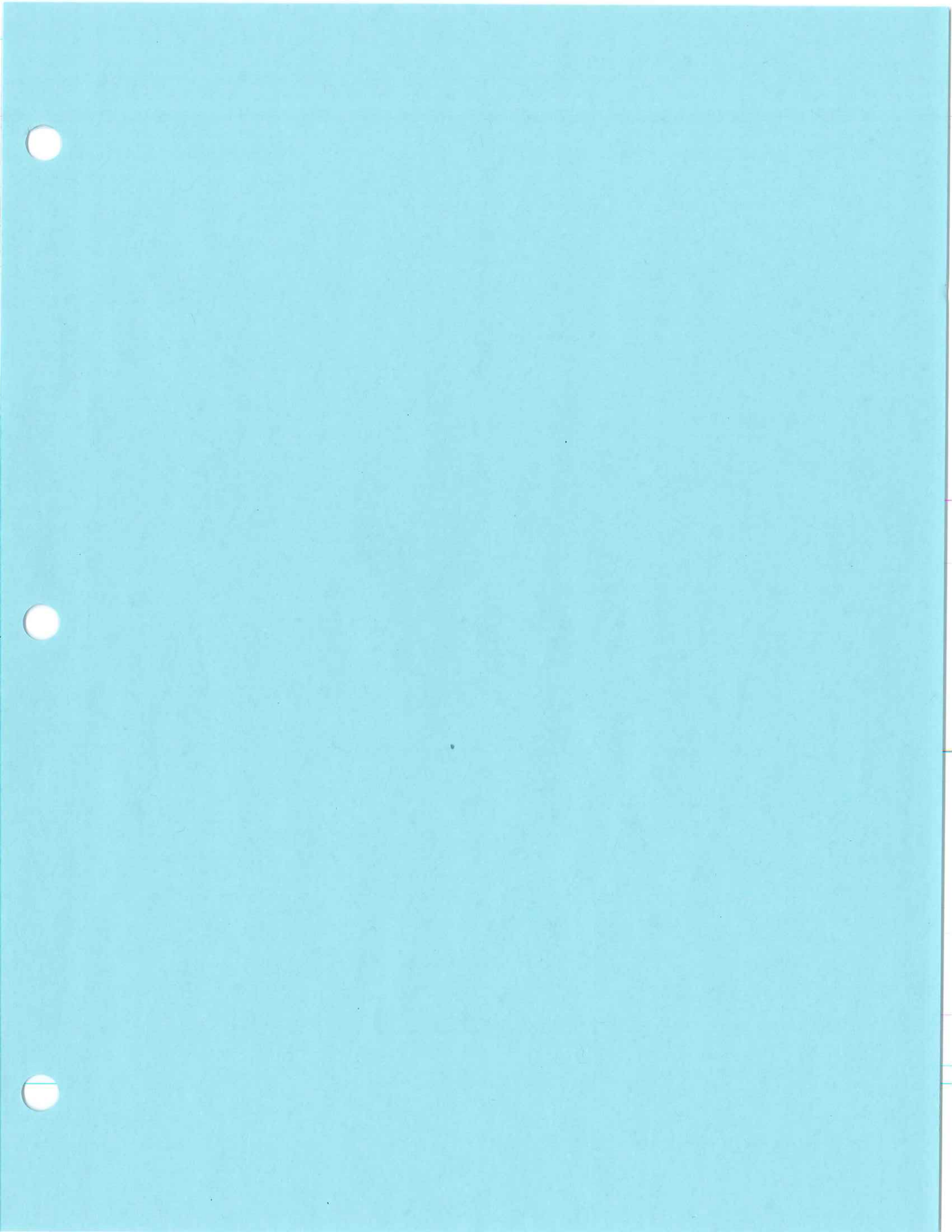
RECORDED OF DEEDS
DELAWARE CO. PA.

FILE # 2 5 8719

W 548755

030133

MS 105



RESERVATION as in DEED BOOK 1865 PAGE 16 AND 2107 PAGE 537

Reserving thereout and therefrom unto the said Grantor, its successors and assigns, the right to use such pipe lines and equipment as are necessary to pump water to the reservoir located on premises conveyed hereunder and conduct it from said reservoir to the brick cottage facing Roberts Road on the premises presently owned by Grantor adjacent to the premises conveyed hereunder until such time as water shall be available to Grantor hereunder or to the premises on which said brick cottage is erected from Suburban Water Company, in law equity or otherwise howsoever of in and to the same and every part thereof.

DELAWARE COUNTY

RIGHTS OF WAY
AND

EASEMENTS:--:Richard Realty Company (Pa. Corp.) to William H. Sylk & Claire
his wife, dated September 4, 1956 and recorded 8/22/62 DEED BOOK 2107 page 537

UNDER & SUBJECT to certain easement of future rights of way along Roberts Road
and Bryn Mawr Avenue and of drainage and sanitary easements through the premises
as shown on plan of property prepared by Yerkes Engineering Company, date July
2, 1956, revised July 11, 1956, and intended to be recorded forthwith; ALSO UNDER
AND SUBJECT to certain water rights and rights of others in any stream or streams
on or adjacent to the premises conveyed hereunder and to the rights of others
in any water pipes and the use of water from the reservoir located on the
premises conveyed hereunder; ALSO UNDER AND SUBJECT to any agreements, conditions,
restrictions, easements, or covenants of record; ALSO UNDER AND SUBJECT to the
aforesaid certain reservation, as to pipe lines.

#9

RIGHT OF WAY: Florence Marie Beaumont
To
Township of Radnor
Dated 12/12/1950 Recorded 12/28/1950 Deed Book 1478 page 209

GRANTING the right and privilege of constructing, maintaining and using a sanitary sewer under and through a certain 10 feet wide strip of land of the said Grantor in the Township of Radnor, Delaware County, Pennsylvania (which right has heretofore been exercised by Grantee with the consent of Grantor and which is a continuing right) the center line of which is described as follows:

BEGINNING at a point on the sewer in line of land now or late of Walter D. Blabon, 265.0 feet Northwest from the middle of Bryn Mawr Avenue; thence extending along the Southeast side of Meadow Brook North 56 degrees 33 minutes East 535.75 feet to a manhole; North 43 degrees 41 minutes East 307.4 feet to a manhole; North 79 degrees 08 minutes East 281.8 feet to a manhole; North 58 degrees 58 minutes East 257.45 feet to a manhole; North 44 degrees 47 minutes East 198.38 feet to a junction manhole (for the sewer leading to the North, crossing Roberts Road, on a line beginning North 41 degrees 20 minutes West 140.12 feet to a manhole); thence North 60 degrees 26 minutes East still South of the Brook, 529.5 feet to a manhole and North 17 degrees 05 minutes East 17.5 feet to line of land of Louisa Rawle, distant 421.0 feet Northwest from the middle of Bryn Mawr Avenue.

To return to the junction manhole mentioned above- BEGINNING at the same; thence extending North 41 degrees 20 minutes West 140.12 feet crossing Meadow Brook to a manhole on the East side of a stream (Valley Run); thence North 26 degrees 27 minutes West 60 feet to line of land conveyed thence through said land the same course continued 364.3 feet to a manhole; North 17 degrees 49 minutes West 216.63 feet to a manhole; and North 59 degrees 09 minutes West 32.9 feet to the middle of Roberts Road distant 587.0 feet Southwest from line of land of Louisa Rawle.

TOGETHER with the right of ingress, egress and regress to and over, the hereinbefore described land of said Grantor for the said Grantee, its workmen, servants, agents, employees and contractors.

Grantee hereby agrees that Grantor, her heirs or assigns, shall have the right at her or their own cost and expense to connect the present buildings on the premises, of which the above right of way is a part, including the buildings on premises now owned by George E. Borst, et ux (which premises were a part of Grantor's property at the time the said sewer was constructed), with the sewer line constructed in said right of way, without any connection or permit charge being made by Grantee therefor, provided, however, that Grantor, her heirs or assigns, shall comply with all the rules and regulations for making such connections including the securing of a permit, and provided further that nothing herein contained shall be construed to relieve Grantor, her heirs or assigns, from the payment of sewer rental to be established by Grantee for the disposal of sewage.

Grantee further agrees that the property of Grantor, her heirs and assigns, of which the above right of way is a part, shall at all times be free from assessments for the cost of construction of the said sewer line.

D. Book 1478 page 209.

ower rental to be established by the Township of Radnor for the disposal of sewage .
The Township of Radnor agrees to use every means to protect from injury and damage
and restore to original condition all property, including lawns, trees, shrubbery, fences,
buildings, walls, roads, driveways, walkways, watercourses, natural features and any im-
provements thereto which may exist at the time of the construction, maintenance and use
of said sanitary sewer. Lawns shall be restored by filling affected areas with top
soil to the depth existing prior thereto and placing thereupon good ^{and} equal in quality
to that which appears generally upon the premises. Ground which settles by reason of
construction, maintenance and use of said sewer shall be restored in season by filling
with top soil and sodding at no expense to the party of the first part.

The Township of Radnor further agrees that the property, of the parties of the
First Part, of which the above right-of-way is a part, shall be free from assessment
for the cost of construction of said sewer line.

IN WITNESS WHEREOF the said Grantors for themselves, their respective heirs,
executors, administrators, and assigns have hereunto set their hands and affixed their
seals the day and year first above written.

John G. Capers (SEAL)
Mary P. Capers (SEAL)
THE TOWNSHIP OF RADNOR (SEAL)
BY C. Lawrence Warwick
President
Attest: L. W. Hummel
Secretary

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF DELAWARE : SS

On the 30th day of August A. D. 1948, before me, the subscriber, a Notary Public
in and for the Commonwealth of Pennsylvania and residing in the County of Delaware,
personally appeared the above-named JOHN G. CAPERS and Mary P. CAPERS, and in due form
of law acknowledged the above Instrument to be their act and each of their act and deed,
and desired the same might be recorded as such.

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

Margaret M. Haley (SRM.)
Notary Public
My Com. exp. 1-18-51
Will.....Recorder

Witnessed by: *Cuth + Rowe*

Sharon Savings Bank
9 Chester Pike
Darby, Pa 19023
Attn: Mary Woodruff
Woodlands II

1478

December in the Year of Our Lord One Thou-
sand Nine Hundred and Eighty Eight
Florence Marie Beaumont of Bryn Mawr,
in Radnor Township, Delaware County, Pennsylvania, (hereinafter called Grantor) of the
First Part and The Township of Radnor, a municipal corporation in Delaware County,
Pennsylvania (hereinafter called Grantee of the Second part:

WITNESS that the said Grantor for and in consideration of the sum of One Dollar,
lawful money unto her well and truly paid by the said Grantee, the receipt whereof is
hereby acknowledged, and other good and valuable consideration her hereunto moving,
has granted, acknowledged, sold, released, quit-claimed and confirmed and by these
presents does grant, bargain, sell, release, quit-claim and confirm unto said Grantee,
its successors and assigns, the right and privilege of constructing, maintaining and
using a sanitary sewer under and through a certain ten feet wide strip of land of the
said Grantor in the Township of Radnor, Delaware County, Pennsylvania (which right
has heretofore been exercised by Grantee with the consent of Grantor and which is a
continuing right) the center line of which is described as follows:

BEGINNING at a point on the sewer in line of land now or late of Walter D.
Glaban, 265.0 feet Northwest from the middle of Bryn Mawr Avenue; thence extending
along the Southeast side of Meadow Brook, North 56 degrees 33 minutes East, 635.75 feet

to a manhole; North 43 degrees 41 minutes East, 307.4 feet to a manhole; North 79 degrees 06 minutes East, 281.8 feet to manhole; North 50 degrees 58 minutes East 257.45 feet to a manhole; North 44 degrees 47 minutes East, 198.38 feet to a Junction Manhole (for the sewer leading to the North, crossing Roberts Road, on a line beginning North 41 degrees 20 minutes West, 140.12 feet to a manhole); thence North 60 degrees 26 minutes East, still South of the brook, 529.5 feet to a manhole and North 17 degrees 05 minutes East, 17.5 feet to line of land of Louisa Rawle, distant 421.0 feet Northwest from the middle of Bryn Mawr Avenue.

To return to the Junction Manhole mentioned above-BEGINNING at the same; thence extending North 41 degrees 20 minutes West, 140.12 feet, crossing Meadow brook to a man hole on the East side of a stream (Valley Run); thence North 26 degrees 27 minutes West 60 feet to line of land conveyed thence through said land the same course continued 364.3 feet to a manhole; North 17 degrees 49 minutes West, 216.63 feet to a manhole; and North 59 degrees 09 minutes West, 32.9 feet to the middle of Roberts Road, distant 587.0 feet Southwest from line of land of Louisa Rawle."

Together with the right of ingress, egress and regress to and over the hereinbefore described land of said Grantor for the said Grantee, its workmen, servants, agents employees and contractors.

Grantee hereby agrees that Grantor, her heirs or assigns, shall have the right at her or their own cost and expense to connect the present buildings on the premises, of which the above right-of-way is a part, including the buildings or premises now owned by George E. Borst, et ux (which premises were a part of Grantor's property at the time the said sewer was constructed), with the sewer line constructed in said right-of-way, without any connection or permit charge being made by Grantee therefor, provided, however, that Grantor, her heirs or assigns, shall comply with all the rules and regulations for making such connections including the securing of a permit, and provided further that nothing herein contained shall be construed to relieve Grantor, her heirs or assigns, from the payment of sewer rental to be established by Grantee for the disposal of sewage.

Grantee further agrees that the property of Grantor, her heirs and assigns, of which the above right-of-way is a part, shall at all times be free from assessment for the cost of construction of the said sewer line.

IN WITNESS WHEREOF the said Grantor for herself, her respective heirs, executors, administrators and assigns, has hereunto set her hand and seal and the said Grantee has caused this instrument to be executed by its duly authorized officers and its corporate seal duly attested by its Secretary to be hereunto affixed, all as of the day and year first above written.

Florence Marie Beaumont (SEAL)

Signed, Sealed and Delivered

In the Presence of

Horace Entriken

The Township of Radnor (SEAL)

BY C. Lawrence Warwick
President

Attest: Richard W. Barringer
Secretary

STATE OF PENNSYLVANIA :

: SS.:

COUNTY OF PHILADELPHIA :

On the fourth day of December, A. D. 1950, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, residing in Haverford Township, Delaware County, personally appeared the above named Florence Marie Beaumont and in due form of law acknowledged the foregoing Indenture to be her act and deed and desired the same might be recorded as such.

WITNESS my hand and notarial seal the day and year last above written.

Horace Entriken (SEAL)
Notary Public

My Commission expires February 1, 1953.

STATE OF PENNSYLVANIA :
: SS
COUNTY OF DELAWARE :

On this 12th day of December, A. D. 1950, before me, the subscriber, a Notary Public of the Commonwealth of Pennsylvania, residing in Delaware County, personally C. Lawrence Warwiak, who acknowledged himself to be the President of the Township of Radnor, a corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

Witness my hand and notarial seal the day and year last above written.

Katherine C. McHenry. (SEAL)
Notary Public
My Commission Expires at end of next Session of Senate.
Linvill.....Recorder
Compared by: Ash & Rowe

Recorded: December 28, 1950
Written by R. R. Stauffer

X 24 0113
11/19/50

THIS INSTRUMENT Made this 21st day of November in the Year of Our Lord One Thousand Nine Hundred and fifty (1950) between THE MODERN HOUSING CORPORATION (hereinafter called Grantor of the First Part

A N D

THE TOWNSHIP OF RADNOR, A municipal corporation in Delaware county, Pennsylvania (hereinafter called Grantee) of the Second Part:

WITNESS that the said Grantor for and in consideration of the sum of One Dollar, lawful money unto it well and truly paid by the said Grantee, the receipt whereof is hereby acknowledged, and other good and valuable considerations it hereunto moving, has granted, bargained, sold, repleased, quit-claimed and confirmed and by these presents does grant, bargain, sell, release, quit-claim and confirm unto the said Grantee, its successors and assigns, the right and privilege of constructing, maintaining and using a sanitary sewer under and through a certain ten feet wide strip of land of the said Grantor, in the Township of Radnor, Delaware County, Pennsylvania, the center line of which is described as follows:

"BEGINNING at a point on line marking the intersection of the line of the sewer and the title line dividing lands of Modern Housing Corporation and Robert K. Cassatt, 5.7 feet Northeast of land of Mrs. Wm. P. Dreer; thence South 64 degrees 58 minutes East, 7.9 feet to a manhole; South 31 degrees 55 minutes East, 123.88 feet to a manhole in Rockingham Road (thence along the middle of Rockingham Road North 46 degrees, 29 minutes East, 381.82 feet to a manhole); North 77 degrees 06 minutes East, 40.2 feet to a manhole in Fitzwilliam Road (proposed); thence along Fitzwilliam Road, South 4 degrees 35 minutes West 166.2 feet to a manhole; south 9 degrees 43 minutes East, 154.9 feet to a manhole, South 22 degrees, 49 minutes East 92 feet to a manhole; South 36 degrees 56 minutes East, 98 5/10 feet to a manhole and South 49 degrees 23 minutes East 98 1/10 feet to a manhole in the middle of Williams Road. Excepting thereout the course and distance mentioned above viz; (thence along the middle of Rockingham Road North 46 degrees, 29 minutes East, 381.82 feet to a manhole.)"

Together with the right of ingress, egress and regress to and over the hereinbefore described land of said Grantor for the said Grantee, its workmen, servants, agents, employees and contractors.



2766/869

R 1153

This Indenture, made this 30th day of JUNE

A. D. 1980, between **SEYMOUR R. KAPLAN and BERNARD KAPLAN,**
T/A **CHIEF OF HOMES COMPANY**
(hereinafter called the Grantor) of the one part, and **PHILADELPHIA ELECTRIC COMPANY,** a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, (hereinafter called the Grantee), of the other part:

WHEREAS, the Grantor(s) are the owner(s) of premises on the northwest side of South Bryn Mawr Avenue, in the Township of RAINGR, County of DELAWARE, Commonwealth of PENNSYLVANIA, as more particularly described in a Deed dated August 8, 1978 and recorded in the Office for the Recording of Deeds in and for the County of Delaware, aforesaid, in Deed Book 266L, page 1038 &c.,;

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX
\$00.01

18-2300 2/78 SHEET 1

00 2766/869

11

Now, therefore, this Indenture Witnesseth: That the said Grantor(s) for and in consideration of the sum of ONE DOLLAR (\$1.00), lawful money unto THEM well and truly paid by the Grantee at and before the sealing and delivery of this Indenture, the receipt whereof is hereby acknowledged, do(es) hereby give and grant to the said Grantee, and its successors and assigns, the perpetual right, liberty, privilege and authority to locate, relocate, construct, erect, install, renew, replace, add to, operate and maintain on, over, under, along, across and within said premises such communication, gas and electric transmission and distribution facilities as from time to time the Grantee, its successors or assigns, shall determine are necessary or proper to supply said premises and those adjacent thereto with communication service and gas and electricity, for the service of light, heat and power (hereinafter referred to as facilities), together with the right of ingress and egress and the right to trim and keep trimmed, in a workmanlike manner, all trees, roots and branches of trees to the extent determined necessary by said grantee, its Successors and Assigns, to provide sufficient clearance for the protection of the aforesaid facilities; together with the right to attach said facilities to the buildings erected or to be erected on said premises.

The aforesaid rights are granted under and subject to the following conditions:

(1) The location of said facilities to be installed and constructed by virtue of this agreement shall be shown and delineated on plans prepared by the Grantee, copies of which will be in the possession of the parties hereto having first been approved by them;

(2) The final grades of all locations where the facilities are to be constructed on said premises are to be established by Grantor(s) prior to the construction of said facilities;

(3) Grantor(s) agree(s) to establish and stake property lines as needed before said facilities are constructed;

(4) Grantor(s) agree(s) to reimburse the Grantee for any excess cost incurred due to changes deemed feasible in the opinion of Grantee and made in facilities constructed hereunder to accommodate Grantor(s) in accordance with the then effective provisions of its tariff;

(5) Grantor(s) agree(s) to keep the area where underground facilities are located clear of trees, tall shrubs, buildings or any other permanent structure which could, in the opinion of Grantee, interfere with the construction, maintenance or use of the said facilities as provided for under the terms of this agreement;

(6) Grantor(s) agree(s) that the initial exercise of any of the powers and rights herein granted shall not be construed as limiting Grantee's rights and privileges hereunder;

13



(7) Any utility easement shown on the developers' recorded plan shall not be construed as limiting the Grantee's rights hereunder.

(8) Grantor reserves the right to approve plans as set forth in paragraph (1) herein on all lots sold out of the hereindescribed premises until all such facilities initially required to supply service to the premises have been installed.

The conditions herein contained shall endure to and bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor(s) to these presents have hereunto set their hands and seals. Dated the day and year first above written.

Witness:

Kathleen Libby Joseph G. Hykel (SEAL)
Kathleen Libby Bernard Kaplan (SEAL)
BERNARD KAPLAN
VIA OAKCREST HOMES COMPANY

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF

On this, the 27 day of Oct 1980 AD, before me,
JOSEPH G. HYKEL, the undersigned officer, personally
appeared SEYMOUR R. KAPLAN AND BERNARD KAPLAN known to
me (or satisfactorily proved) to be the person(s) whose name(s) are subscribed
to the within instrument, and acknowledged that THEY
executed the same for the purposes therein contained.

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

I HEREBY CERTIFY that the above
will and contents value of
\$10,000.00
were duly recorded.



Joseph G. Hykel
Notary Public
JOSEPH G. HYKEL, NOTARY PUBLIC
2200 E. COUNTY LINE RD. ANDAUGH
BLAIR COUNTY, PA.
MY COMMISSION EXPIRES DEC. 31, 1982

BOOK 2786 PAGE 127

Know all Men by these Presents: that Calwood, Inc., a Corporation organized under the laws of the Commonwealth of Pennsylvania, of Township, Montgomery County, Commonwealth of Pennsylvania,

County, Commonwealth of Pennsylvania (herein called Grantor, whether one or more) for and in consideration of the sum of One (\$1.00) Dollar, receipt of which is hereby acknowledged, paid to Grantor by Philadelphia Suburban Water Company, a corporation organized under the laws of the Commonwealth of Pennsylvania, and intending to be legally bound hereby, does hereby grant, bargain, sell and convey unto the said Philadelphia Suburban Water Company, its successors and assigns the perpetual right of way and easement, for the purposes specified below, in Dartmouth Road, connecting to proposed water pipe in Bryn Mawr Avenue and extending in a northeastwardly direction a distance of approximately five hundred and eighty (580) feet. All of which is

in Radnor Township, Delaware County, Commonwealth of Pennsylvania, a distance of approximately five hundred and eighty (580) feet as per plan attached. The land through which the said Grantor conveys the right of way and easement to Philadelphia Suburban Water Company by this instrument was deeded to Grantor by deed dated 10/15/53, 1978 and recorded at Media, Delaware County, Pennsylvania, in Deed Book No. 2664, page No. 1038.

This right of way and easement is granted to Philadelphia Suburban Water Company for the purpose of laying, relaying, installing, operating, inspecting, maintaining, repairing, altering, removing, renewing and replacing the pipes or conduits, appurtenances and appliances thereto, to conduct water, with the right and privilege of entering and reentering on the said right of way and easement, of making such excavations, fills and levies as may be required, and of laying other pipes or conduits, appurtenances and appliances thereto as at any time from time to time deem necessary.

To have and to hold such right of way and easement for the purposes aforesaid unto the said Philadelphia Suburban Water Company, its successors, and assigns forever.

Grantor hereby constitutes and appoints _____ to be its attorney for it and in its name, and as and for its corporate act and deed to acknowledge this agreement before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment to the intent that the same may be duly recorded.

WITNESS the hand and seal this 24th day of October A. D. 1980.

Signed, Sealed and Delivered
In the Presence of
William J. Hy Witness
Richard J. Hy Witness

Supriya K. Mitra (SB/J)
Bernard Koplan (SBAL)

(over)

#12

#12

Pipe Line Right of Way and Easement

All Men by these Presents, that Oakwood Homes

Company, organized under the laws of the Commonwealth of Pennsylvania, of
per Darby Township, Delaware County, Commonwealth of Pennsylvania,
being called Grantor, whether one or more) for and in consideration of the sum of One (\$1.00) Dollar,
receipt of which is hereby acknowledged, paid to Grantor by Philadelphia Suburban Water Company, a
corporation organized under the laws of the Commonwealth of Pennsylvania, and intending to be legally
bound hereby, does hereby grant, bargain, sell and convey unto the said Philadelphia Suburban Water
Company, its successors and assigns the perpetual right of way and easement, for the purposes speci-
fied below, in Cornell Drive and Princeton Court: In Cornell Drive connecting to
existing water pipe in Roberts Road and extending in a southwardly direction
a distance of approximately two hundred and seventy (270) feet. In Princeton
Court connecting to proposed water pipe and extending in an eastwardly direction
a distance of approximately four hundred and forty (440) feet. All of which is.

#12

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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY
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Radnor Township, Delaware County, Commonwealth
Pennsylvania, a distance of approximately seven hundred and ten (710)
feet, as per plan attached. The land through which the said Grantor conveys the right of
way and easement to Philadelphia Suburban Water Company by this instrument was deeded to Grantor
by deed dated 8/8/78 and recorded at Delaware County 9/7/78,
in Deed Book No. 2664, page No. 1038.

This right of way and easement is granted to Philadelphia Suburban Water Company for the purpose
of laying, relaying, installing, operating, inspecting, maintaining, repairing, altering, removing, renew-
ing and replacing its pipes or conduits, appurtenances and appliances thereto, to conduct water, with
the right and privilege of entering and reentering on the said right of way and easement, of making such
excavations, fills and levels as may be required, and of laying other pipes or conduits, appurtenances
and appliances thereto as it may from time to time deem necessary.

To have and to hold such right of way and easement for the purposes aforesaid unto the said Phila-
delphia Suburban Water Company, its successors and assigns forever.

Grantor hereby constitutes and appoints _____
to be its attorney for it and in its name,
and as and for its corporate act and deed to acknowledge this agreement before any person having auth-
ority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment to the intent that
the same may be duly recorded.

WITNESS hand and seal this _____ day of _____ A. D. 19 _____

signed, Sealed and Delivered
in the Presence of

[Signature] Witness
[Signature] Witness
[Signature] (SEAL)
[Signature] (SEAL)

(over)

COMMONWEALTH OF PENNSYLVANIA } ss:
OF

I hereby certify that on this _____ day of _____ A.D. 19____, before me, the subscriber a Notary Public personally appeared the attorney named in the foregoing contract, and by virtue and in pursuance of the authority therein conferred upon him acknowledged the said agreement to be the act of the said

My Commission Expires _____ Notary Public

COMMONWEALTH OF PENNSYLVANIA } ss:
COUNTY OF _____

On the _____ day of _____ Anno Domini 19____ before me, a Notary Public for the Commonwealth of Pennsylvania residing in _____ and in personally appeared the above-named _____ act and deed and desired the same might due form of law acknowledged the above Indenture to be _____ be recorded as such.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

My Commission Expires _____

COMMONWEALTH OF PENNSYLVANIA } ss:
COUNTY OF Phila.

On this, the 19th day of April 1984, before me, JOHN J. O'DRISCOLL a Notary Public, the undersigned officer, personally appeared Bernard Kaplan and Suzanne Kaplan who acknowledged themselves to be the Parties of Garwood Home Company a Partnership being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the

By as Parties
IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

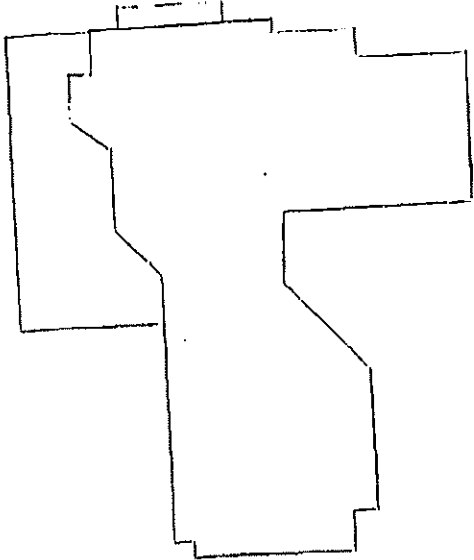
John J. O'Driscoll

Notary Public
JOHN J. O'DRISCOLL, NOTARY PUBLIC
PHILADELPHIA, PHILADELPHIA COUNTY
MY COMMISSION EXPIRES: MAR. 28, 1985
Member, Pennsylvania Association of Notaries

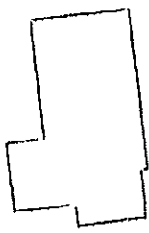
My Commission Expires _____

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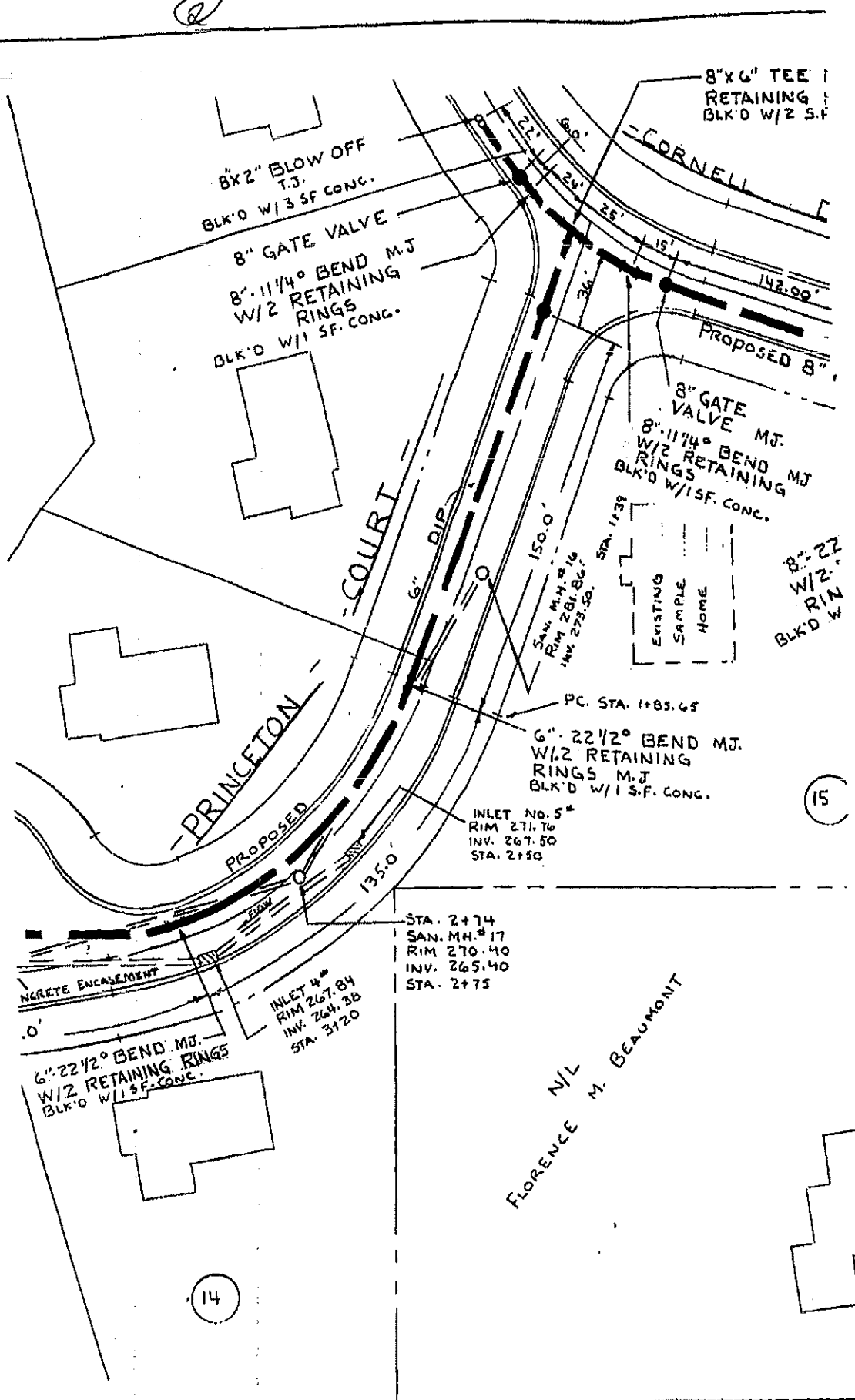
6" x 2" BLOW OFF
Ø 12" W/2 S.F. CONC. T.J.

INLET NO. 3
RIM 264.22
INV. 258.38

SAN. M.H. # 18
RIM 264.20
INV. 255.80

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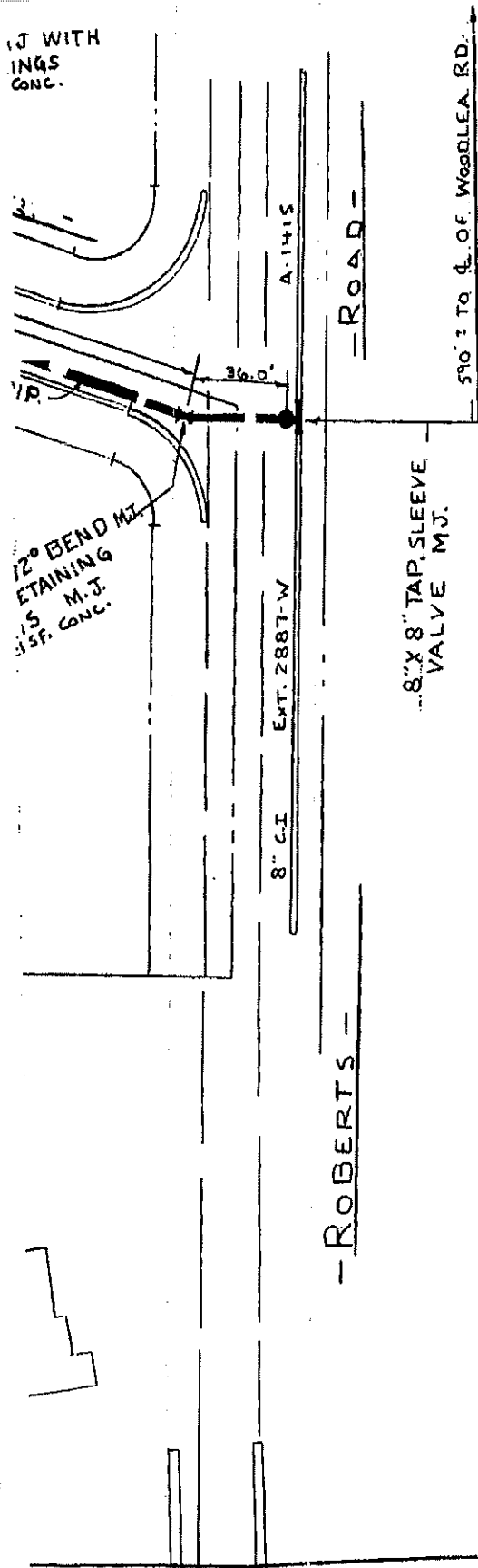


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1/2° BEND M.J.
RETAINING
IS M.J.
1/2 SF. CONC.



SCALE 1" = 40'

NOTE:
PRESSURE REDUCING VALVE
REQUIRED

BREAKAGE.. 22' MAC. RT

084783

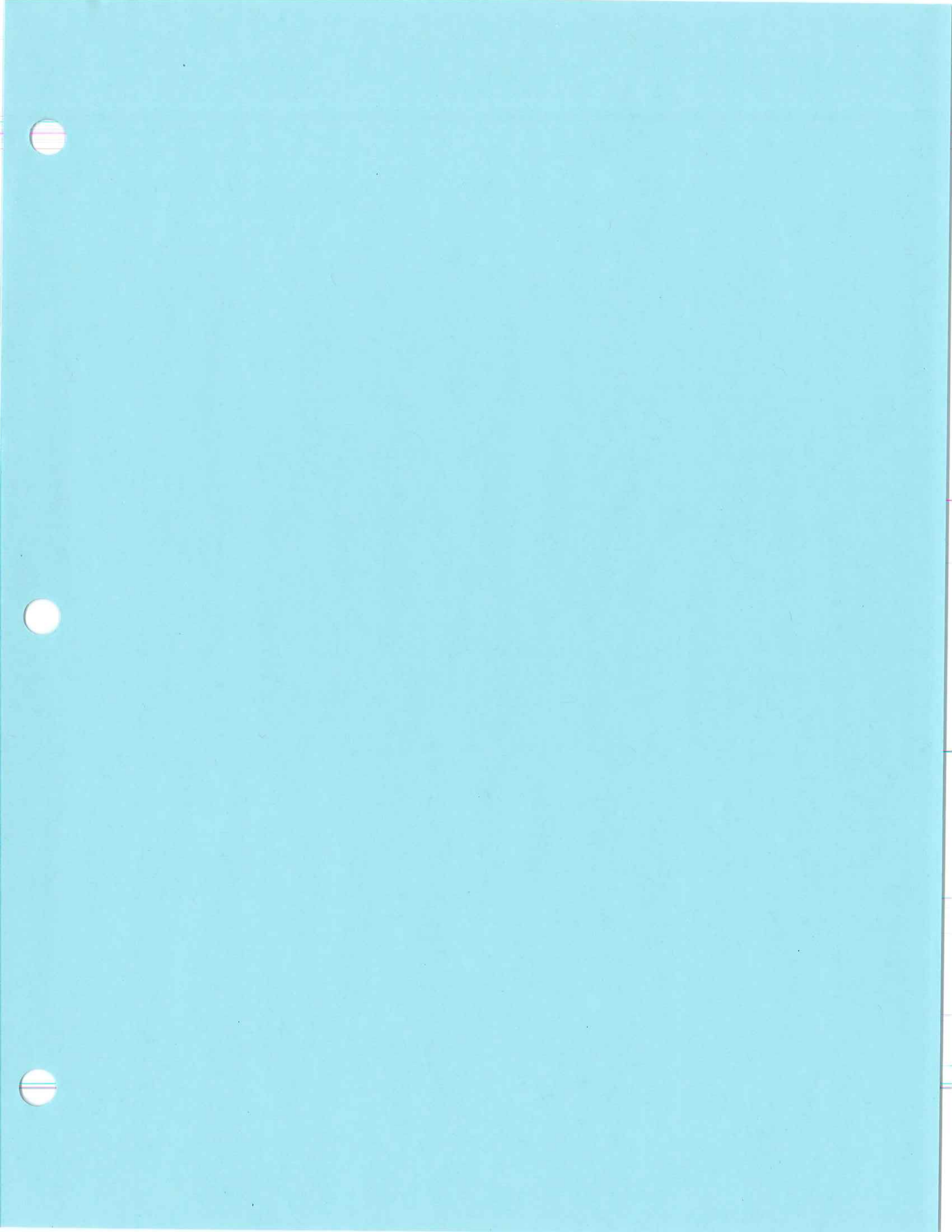
N. B. Reed

19.50
- .01 9 Feb
Oakwood Paper Co. (19.51)

^{to}
Phila. Sub. Water Co.

RECORDED BY
DELAWARE

JUL 7 1911



2661/870

DECLARATION

This Declaration made this 16th day of August 1978, by OAKWOOD HOMES CO., a partnership consisting of Seymour R. Kaplan and Bernard Kaplan (the "Declarant"), being the equitable owners pursuant to an agreement of February 23, 1978, between Michael H. Egnal and Sylvia L. Egnal, his wife, co-partners trading as Bryn Mawr Associates, the owners by Deed recorded in the Office of Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book 2416, page 339, fee simple owner beneficially and of record of the Property (as described below), in order that the following rights, covenants, articles, obligations, duties, benefits, easements, and regulations shall exist at all times hereafter among those who are at the time of reference the purchasers, owners, lessees, users, mortgagees and lienholders of all or one or more parts of the Property and in order that this Declaration shall bind and inure to the benefit of the Declarant and of every such purchaser, owner, lessee, user, mortgagee, and lienholder, and of the Township of Radnor (the "Township") which joins in this Declaration, and of its and each of their respective heirs, successors, personal representatives and assigns, witnesses as follows:

1. Definitions. The following terms, when used in this Declaration shall have the meanings respectively indicated:

- (a) "Association" means the unincorporated association of all Owners created hereby.
- (b) "Executive Committee" means the board described in Section 12 hereof.
- (c) "Facilities" means the tennis court, open space and any facility created in the future on open space and owned by the associates.
- (d) "Joint Expenses" means the expenses of the Executive Committee in managing the affairs of the Association and in otherwise exercising its powers and duties hereunder, and all expenses agreed upon as common by all the Home Lot Owners or declared common by this Declaration.
- (e) "Open Space" means all of the Property, except for the portions thereof comprising the lots separately and individually owned by the respective Home Lot Owners.
- (f) "Home Lot" means each of the 52 lots of ground shown in the Plan, together with any residence, or other improvements now or from time to time hereafter erected on such lot of ground.

Rec 8-17-78

2661/870

"Home Lot Owner" means the named individual, corporation, partnership, association, trust, or other legal entity at the time of reference owning a Home Lot in fee simple, or the group or two or more thereof then so owning a Home Lot as tenants in common, joint tenants or tenants by the entirety. The Declarant shall be the Home Lot Owner of each of the 51 Home Lots until the date of the conveyance thereof to the first Home Lot Owner other than the Declarant, and as such shall have all the rights and obligations of a Home Lot Owner in respect thereto.

"Plan" means the Subdivision and Site Plan, prepared by D.S. Wipokur Associates, Registered Engineers, dated Feb. 27, 1978, which has been approved by the appropriate authorities of Radnor Township and Delaware County, Pennsylvania, and is being recorded contemporaneously herewith in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania, which Plan is hereby incorporated by reference herein as the same may have been amended pursuant to Section 24 at the time of reference. The Plan shows the location of the one residence and the tennis court, now erected on the Property, labeled "Existing Residence" and "Tennis Court" respectively, and the approximate locations of the 51 residences it is expected will be erected by Declarant or its successors or assigns on the other 51 lots shown thereon.

"Property" means all that certain real property situate in Radnor Township, Delaware County, Pennsylvania shown on the Plan and described in accordance with Schedule A attached hereto.

2. Declaration to Govern the Property and the Association and to Run with the Land Parsons Bound. The administration, operation, regulation and management of the Association shall be governed by this Declaration, as the same may from time to time be amended pursuant to Section 24, which shall constitute the governing regulations for the regulation and management of the Association and articles of the Home Lot Owners forming the unincorporated association herein referred to as the Association. The rights, covenants, articles, obligations, duties, benefits, easements and regulations created, declared and contained in this Declaration shall benefit and bind the Declarant, each Home Lot Owner, the Executive Committee, the Association, all purchasers, lessees, users, mortgagees, and lienholders of the Home Lots, and the Township, and their respective heirs, successors, personal representatives and assigns, and shall at all times hereafter be

...with the same lots. This Declara-
tion is to be recorded in the Office of the Recorder of Deeds in
...and shall be recorded every day,
...including
...in any one of
...in this Declaration and
...benefits,
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...from time to time

... to the Home Lot Owners as Tenants in Common, and the Tennis Courts, Facilities and Open Space, and all other facilities and open space, shall be vested in the Home Lot Owners as tenants in common, each with a 1/3 undivided interest therein, and shall be appurtenant to the title to the Home Lot and shall pass therewith as set forth in Section 7.

SECTION 8. FACILITIES. I, the undersigned, hereby declare and covenant, warrant and agree that this Declaration shall remain effective. The Facilities shall not be subject to any partition or division of the Home Lot, either voluntarily or involuntarily, by either judicial or non-judicial action, and all right during said period to bring such a partition or division is hereby waived, surrendered and released by declaration, and by each present and future Home Lot Owner and lessee, mortgagee, holder or user of any Home Lot or of an interest therein in the Project, their respective heirs, successors, personal representatives and assigns, each of whom shall be bound and benefited by such declaration, covenant, warrant and release, which shall be applicable not only to the Property as it is now improved but as it may from time to time hereafter be improved during said period and to such improvements, provided that if all Home Lot Owners, lessees, mortgagees, beneficiaries and users having any interest in the Facilities shall, during said period, by appropriate instrument and consistently with the provisions of Section 11, either (i) convey any portion of an interest in the Facilities, or (ii) agree that said declaration, covenant, warrant, surrender and release shall, upon the recording thereof, be permanent as to all or any portion of or interest in the Facilities, then, specified, then in either case said declaration, covenant, waiver, surrender and release shall, upon the delivery and recording of such instrument cease to bind all or any portion of an interest in the Facilities, as the case may be. The provisions of this Section 8 shall not and are not intended to prohibit or limit in any way the right of each Home Lot Owner and lessee, mortgagee or user of any Home Lot at any time while in the Facilities appurtenant to that Home Lot or any other interest therein to sell, convey, lease, mortgage and otherwise freely transfer and assign his own respective individual appurtenant interest therein as part of the sale, conveyance, leasing, mortgaging or other transfer of his Home Lot, subject however, to said declaration, covenant, waiver, surrender and release and to the

...the Declarant, to improve same, may exempt ...
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11. Use and Disposition of Open Space. Pursuant to the provisions of the Radnor Township Zoning Ordinance, as amended to the date of this Declaration, dealing with open space areas, it is hereby declared and covenanted that the Open Space shall be used only for recreation, woodland conservation, park land or other open space purposes except as constituted on the date hereof and shall contain no structure other than a structure related to outdoor recreational use and structures related to entrances and to the sanitary and storm sewer, public water and utility supply, and like systems.

12. The Executive Committee. The following provisions relate to the Executive Committee.

a. The affairs of the Association, the securing of common services and the operation and maintenance of Facilities shall be managed on behalf of the Home Lot Owners by a board of three natural individuals, who are each Home Lot Owners' (except that designees of the Declarant while it is a Home Lot Owner may but need not be Home Lot Owners), in compliance with and subject to this Declaration. Such board is herein called the "Executive Committee".

b. So long as Declarant holds title to 27 or more Home Lots it shall have the right to designate all the members of the Executive Committee. Declarant shall call a meeting of Home Lot Owners within 30 days after the date title passes to the Home Lot which reduces its ownership to less than 27 Home Lots, and an Executive Committee shall be elected by the Home Lot Owners (including Declarant) at that meeting. Annually thereafter the Executive Committee will call a meeting of Home Lot Owners for the election of the Executive Committee. Each Home Lot Owner (including Declarant for each Home Lot owned by it) shall have one vote at each meeting of Home Lot Owners, specifying the time and place of the meeting. The presence in person or by proxy of the owners of a majority of the Home Lots shall constitute a quorum. Each member of the Executive Committee shall serve until his successor is elected and shall qualify.

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...shall have the right to attend and vote at all meetings of the Association and to exercise all the rights and powers of a Home Lot Owner.

...The Executive Committee shall have the right to call special meetings of the Association and to conduct the business of the Association between meetings of the Association.

...The Executive Committee shall be compensated for services as such.

...No agreement, check or other instrument shall be binding upon the Association unless entered into on its behalf by at least two members of the Executive Committee or the salaried manager pursuant to delegated authority.

...The members of the Executive Committee (a) shall not be liable to the Home Lot Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (b) shall have no personal liability in contract to a Home Lot Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (c) shall have no personal liability in tort to a Home Lot Owner or any other person or entity except or imputed by virtue of acts performed by or for them in their capacity as such, except for their

... shall have the right to sue and be sued... in any court of law or equity... and all expenses incurred by the Executive Committee... shall be paid by the Home Lot Owners... and the Home Lot Owners shall have no right to participate other than through the Executive Committee in such defense.

j. The Executive Committee shall maintain complete, accurate and current books and records adequate to reflect fully the operations, proceedings and financial condition of the Executive Committee and the Association. Such books and records shall be kept at the office or at such other location within Delaware County or any contiguous County in Pennsylvania as the Council may from time to time determine and shall be available

the business lines by the Home Lot
and have entered into binding written
agreements.

The Committee shall within 60 days
of the calendar year provide such Home Lot
with a statement of the assets and disbursements of the
committee for the year. The assets shall be
the cash on hand and financial data and the
disbursements shall include a cash report.

The following provisions relate to Joint
Expenses:

The Joint Expenses shall periodically and
annually be determined by the Executive Committee and
the Home Lot. The Joint Expenses include
the salaries and allowances of the Executive Committee members
and the salaries and allowances of the Home Lot members.
The Joint Expenses shall be paid by the Home Lot
and the Executive Committee shall be responsible for the
collection of the same. The Home Lot shall be liable for the
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Joint Expenses and the Executive Committee shall be liable for the
Joint Expenses. The Home Lot shall be liable for the Joint Expenses
and the Executive Committee shall be liable for the Joint Expenses.

... this declaration, certified by a member of the ... committee to be true and correct and with that ... of the ... Home Lot Owner ... in any court having juris- ... judgment in favor of all Home Lot ... Home Lot Owner shall be ... of the ... which ... interest, shall be ... assessment and ...

... of a Home ... operation of ... shall be jointly ... for all ... this Decla- ... of the ... and several ... of the ... or ... of transfer ... of ... are paid ... Home Lot Owner ... of ... in part to any ...

... Home Lot is trans- ... upon any lien ... Committee ... against the ... reduced to judg- ... prior to ...

...of the property. The purchaser at such sale shall be liable for the taxes and charges which became due on the property prior to the date of the sale of the same. Any such unpaid taxes and charges shall be promptly collected from the former owner of the property by the Executive Committee. The purchaser and acquiree shall be liable for the taxes and charges which became due on the property prior to the date of the sale of the same.

...of the property. The purchaser at such sale shall be liable for the taxes and charges which became due on the property prior to the date of the sale of the same. Any such unpaid taxes and charges shall be promptly collected from the former owner of the property by the Executive Committee. The purchaser and acquiree shall be liable for the taxes and charges which became due on the property prior to the date of the sale of the same.

Construction of Structures on the Property. In order to insure harmonious and efficient development of the property, no structure (including any or all additions and not of limitation) or addition (garage, swimming pool, wall or fence) shall be erected or any other structure or entity other than the main structure or addition to the structure and land shall be erected or any other structure or entity other than the main structure or addition to the structure and land without the written approval of the Board, which approval shall be irrevocable and shall relate, without limitation to the following: siting of the structure, including its relation to other structures, setbacks and garage locations, including garage door openings; trees to be cleared; final lot grades; location of all windows, general and specific architectural style and details; exterior materials and colors; and roof pitch. The plans shall be deemed to have been approved by the Board unless it shall mail to the submitting person or entity, within 15 days of its receipt of the plans, written notice of disapproval. No dwelling shall be located less than 20' from a side line (10' where either it or the adjacent dwellings has no first floor windows facing the other); the provisions of this sentence shall benefit and be enforceable by the Township.

15. Maintenance and Access. (a) Each Home Lot Owner shall keep his Home Lot, including any buildings, swimming pools, fences or other improvements or structures from time to time located thereon, in a good state of preservation, repair and cleanliness. The Executive Committee shall be responsible for the operation and maintenance of the facilities, to include open space, and of any accessories from time to time located thereon, including especially, and without limitation, the entrance structure and reception basin. If the Executive Committee shall not perform its duties under the preceding sentence in any instance, the Owners may perform them, in which event the Owners shall, in accordance with the provisions thereof, have the benefit of the Executive Committee set forth in Section 17 to assess its reasonable costs incurred in such performance.

(b) Declarant agrees to maintain, keep in good state of preservation and repair, and to pay for, but not limited to, lawn maintenance, watering and fertilizing, and open space on the property as its own expense. If the Declarant shall not perform said functions, the Executive Committee may have them performed and hold Declarant responsible for such expense.

16. Use of the Property by the Declarant. Until the first day on which the Declarant shall not be in title to any Home Lot, the Declarant may (and may grant the right to others who purchase an unimproved Home Lot from Declarant for the purpose of constructing a residence or other improvements thereon, to make any use of all or any part of the Property (other than the portion comprising Home Lots which have been transferred by the Declarant to others and have not been reacquired by the Declarant at the time of reference, which is consistent with the development and improvements thereon, without regard to any and all limitations on use elsewhere in this Declaration contained, including by way of illustration and not of limitation, the use and storage of construction equipment and materials, maintenance of a construction office and sales office, the use of one or more sample residences on Home Lots and the use of appropriate signs.

17. Insurance. Each Home Lot Owner shall maintain such casualty, liability and other insurance on his Home Lot and on the use thereof as he shall deem necessary or desirable. The Executive Committee shall maintain like insurance on the Facilities in such amounts and in such lines as it shall from time to time deem advisable; the Executive Committee shall be the named insured in any such policy and it shall have the exclusive right to adjust losses and receive any proceeds thereunder and to distribute any net proceeds to those whose interests are covered thereby as their respective interests may appear.

18. Condemnation. Whenever any proceedings are instituted which could result in the temporary or permanent taking, injury by destruction or all or part of the Facilities, by the power of or a power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Executive Committee and each Home Lot Owner shall be entitled to notice thereof and the Executive Committee shall and the Home Lot Owners at their expense may participate in such proceedings. In any such proceedings, damages shall be determined for such taking, injury or destruction as a whole and not for each Home Lot Owner's interest therein. If all or part of a power in the nature of eminent domain or by an action or deed in lieu of condemnation, the net award or other net proceeds thereof shall be payable to the Executive Committee. The Executive Committee shall, if appropriate, first use such proceeds to repair or restore the Facilities and then shall distribute any balance to the Home Lot Owners in accordance with their Proportional Interests or retain all or part thereof for use to pay or reserve against Joint Expenses. Each Home Lot Owner affected shall be entitled to any proceeds attributable to the taking of all or part of his Home Lot or any buildings and improvements thereon erected.

19. Mortgages. Any mortgage affecting a Home Lot or any other part of all of the Property and the obligations secured thereby and other instruments securing the same shall automatically and without further act or deed be under and subject to the terms and conditions of this Declaration.

19. Effective Date of Termination. This Declaration shall become effective when it shall have been duly entered of record in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania and shall remain effective until the date, hereinafter the creation of residences on at least 50% of the Home Lots, that at least 20% of such residences shall cease to be used for residential purposes, unless sooner terminated by the Declarant pursuant to this Section 20 or by a suitable instrument of termination executed and acknowledged by all the Home Lot Owners and by the holders of all mortgages against Home Lots approved by Radnor Township and duly so entered of record. The Declarant reserves the right, by recording a suitable instrument of termination in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania, to terminate the effectiveness of this Declaration absolutely at any date prior to the date on which the deed conveying the first of the Home Lots from the Declarant to the first Home Lot Owner other than the Declarant is so recorded.

20. Notices. All notices hereunder may be sent by mail, post paid, addressed as follows: (i) to the Executive Committee at, or at such other address as the Executive Committee may from time to time designate by written notice to all Home Lot Owners; (ii) to the Association, in care of the Executive Committee at its address as specified in clause (i) above; (iii) to the Home Lot Owners, at their respective addresses on the Property or at such other addresses as they may from time to time designate by written notice to the Executive Committee; and (iv) to the Township at 301 Even Avenue, Radnor, Pennsylvania, 19087. All notices shall be deemed to have been given when so mailed, except notices of change of address and disapproval of amendments shall be deemed to have been given when received.

21. Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

22. Invalidity, Noncompliance and Waiver. If any provisions of this Declaration are determined to be invalid, the determination shall not affect the validity or effect of the remaining provisions hereof, all of which shall continue in effect as if such invalid provisions had not been included herein. Failure or any threatened failure to comply with this Declaration shall be

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grounds for an action for the recovery of damages (including the costs of one or more Home Lot Owners taking any action necessary to correct or remedy any such failure) or for injunctive relief, or note, maintainable by the Executive Committee as agent for and on behalf of the Home Lot Owners or, in a proper case, by an aggrieved Home Lot Owner aggrieved by any such noncompliance. No restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any single or repeated failure to enforce the same.

24. Amendments to the Declaration and the Plans. Except as provided in this Section 24, the Declaration and the Plan may be amended from time to time only (i) by resolution duly adopted at any meeting of Home Lot Owners by the affirmative vote of 75% of the Home Lot Owners, provided that the Declarant shall have first consented thereto in writing so long as the Declarant is the owner of any one or more Home Lots not theretofore sold by the Declarant to others; or (ii) upon the record of the first day on which the Declarant shall not be in title to any Home Lot, or four years from the date of the recording of this Declaration, by the Declarant without approval of the other Home Lot Owners, provided in either case that no such amendment shall (i) make any material change in the Plan in respect of Home Lots then owned other than by the Declarant, unless the affected Home Lot Owners shall join the amendment; (ii) be materially inconsistent with the zoning, subdivision or other applicable ordinances or approvals obtained by the Declarant, unless the approval of the appropriate governmental authority is first obtained and reflected in the amendment; or (iii) change Section 2 or Sections 5 through 11 inclusive or Section 12(1) in a fashion adverse to the interest of any Home Lot Owner, unless each such Home Lot Owner shall join in such amendment.

The Township and any mortgagee of a mortgage by Declarant of all or any part of the Property shall be given written notice of any amendment pursuant to the preceding sentence. Such amendment shall not become effective if the Executive Committee receives from Township written notice of disapproval within 60 days thereafter. The Township's right of disapproval shall relate only to amendments which would materially and adversely affect its interests. Any notice of disapproval shall state with particularity the reasons therefor. The Township's right of disapproval shall not be unreasonably exercised.

Any amendment deemed necessary in the judgment of the Declarant or of the Executive Committee to cure any ambiguity

DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 14th day of November
1979, by OAKWOOD HOMES CO., a partnership consisting of SEYMOUR
R. KAPLAN and BERNARD KAPLAN, with offices at 351 East Township
Line Rd., Upper Darby, PA. , hereinafter referred to as
"DECLARANT".

W I T N E S S E T H:

WHEREAS. DECLARANT is the owner of certain property
in the Township of Radnor, County of Delaware, State of Pennsyl-
vania, all of which is more particularly described within Exhibit
"A" attached hereto and whose terms are incorporated by reference
herein as if the same has been set forth at length.

NOW, THEREFORE, DECLARANT hereby declares that all
of the properties described above shall be held, sold and conveyed
subject to the restrictions set forth within the attached Exhibit
"A", and in addition, the following easements, restrictions, cov-
enants and conditions, which are for the purpose of protecting
the value and desirability of, and which shall run with the land,
and be binding on all parties having any right, title or interest
in the property described within Exhibit "A" or any part thereof,
their heirs, successors and assigns, and shall inure to the bene-
fit of each owner thereof.

ARTICLE I

DEFINITIONS

1.01 - "Association" shall mean and refer to
RADNOR-WOODLANDS ASSOCIATION, INC., its successors and assigns.

1.02 - "Board of Directors" shall mean the officials
duly elected by the membership of the Association, pursuant to

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316 WEST FRONT STREET
MORRIS, PA. 19063
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the provisions of the Articles of Incorporation of Association, and its duly enacted By-laws. The Board of Directors shall manage the affairs of the Association pursuant to the provisions of said Articles of Incorporation of Association, its By-laws, and this Declaration.

1.03 - "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners, including tennis court, open space and any facility erected on Common Area. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit "B" attached hereto.

1.04 - "Declarant" shall mean and refer to OAK-WOOD HOMES CO., a partnership consisting of Seymour R. Kaplan and Bernard Kaplan, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

1.05 - "Lot" shall mean and refer to any plot of land or parcel shown on any recorded subdivision plan or map of the properties with the exception of the Common Area.

1.06 - "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.07 - "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

PROPERTY RIGHTS

OWNERS' EASEMENTS OF ENJOYMENT

2.01 - Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations after hearing by the Board of Directors of the Association;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by Radnor Township and an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

(d) The right of Radnor Township, as set forth in the Radnor Township Zoning Ordinance 1809, of taking whatever steps are necessary if the Common Open Space is, in the judgment of the Board of Commissioners, permitted to deteriorate

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or is not maintained in reasonable condition, in accordance with the Plan approved by the Township, to require compliance with the Plan, including the right to enter upon the Common Open Space and maintain the same for a period not to exceed one (1) year for the purpose of preserving the taxable values of the property within the development and prevent the Common Open Space from becoming a public nuisance; provided, however, the Board of Commissioners will give written notice of the condition complained of to the Association and afford the latter a period of not less than thirty (30) days to remedy and correct the same.

DELEGATION OF USE

2.02 - Any owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

USE OF THE PROPERTIES BY DECLARANT

3.01 - Until the first day on which Declarant shall not be entitled to any Lot, the Declarant may (and may grant the right to others who purchase an unimproved Lot from Declarant for the purpose of constructing a residence or other improvements thereon) make any use of all or any part of the Properties (other than Lots which have been transferred by Declarant to others and which have not been reacquired by the Declarant at the time of reference) which is consistent with the developments and improvements thereof, without regard to any and all limitations on use elsewhere in this Declaration contained, including by way of

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WALTER T. REDAVID
218 WEST FRONT STREET
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TEL: LOWELL 6-9500

illustration and not of limitation, the use and storage of construction equipment and materials, maintenance of a construction office and sales office, the use of one or more sample residences on Lots, and the use of appropriate signs.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

4.01 - Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

4.02 - The Association shall have two classes of voting membership.

CLASS A

(1) Except as set forth below, Class A members shall be all Owners with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B

(2) The Class B members shall be Declarant and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when sixty (60%) per cent of the Lots have been sold by Declarant.

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WALTER T. REDAVID
816 WEST FRONT STREET
MEDA, PA. 17043
EST. 1906
6718 LOWELL 6-9200

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

5.01 - The Declarant for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association, annual assessments or charges, including the cost of any maintenance of the Common Area performed by or on behalf of Radnor Township, and special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments or charges, together with interest, costs and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

PURPOSE OF ASSESSMENTS

5.02 - The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

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WALTER T. REDAVIDO
916 WEST PARKWAY STREET
MEDIA, PA. 19061
215/337-2111

MAXIMUM ANNUAL ASSESSMENTS

5.03 - Until January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$60.00 per Lot.

(1) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than five (5%) percent above the maximum assessment for the previous year without a vote of the membership.

(2) From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five (5%) percent by the vote of two thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(3) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

5.04 - In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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WALTER T. REDAVID
215 WEST PENN. STREET
ALTOONA, PA. 15002
O. B. JEWELL 6-9200

NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER PARAGRAPHS 5.03 and 5.04

5.05 - Any action authorized under Paragraph 5.03 or 5.04 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of meeting. At the first such meeting called, the presence of members or or proxies entitled to cast sixty (60) percent of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

UNIFORM RATE OF ASSESSMENT

5.06 - Annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES

5.07 - The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Direc-

LAW OFFICES
WALTER T. REDAVID
216 WEST FRONT STREET
MEDIA, PA. 19063
(215) LOWELL 4-9200

tors. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

EFFECT OF NONPAYMENT OF ASSESSMENTS:
REMEDIES OF THE ASSOCIATION

5.08 - Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six (6%) per cent per annum. The Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

SUBORDINATION OF THE LIEN TO MORTGAGES

5.09 - The lien of the assessments provided for herein shall be the subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not effect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

EXEMPT PROPERTY

5.10 - All properties dedicated to, and accepted by, a local public authority, shall be exempt from the assessments created herein.

LAW OFFICES
WALTER T. REDAVID
876 WEST FORTY STREET
WILKES-BARE, PA. 19083
CITY OF WILKES-BARE 6-9200

ARTICLE VI

ARCHITECTURAL CONTROL

6.01 - In order to insure harmonious and efficient development of the Properties, no building or other structure (including by way of illustration and not of limitation any dwelling, garage, swimming pool, wall or fence) shall be commenced, erected, altered, or maintained on any Lot by any person or entity other than Declarant except in accordance with structure and landscape plans which have been approved by Declarant, which approval shall not be unreasonably withheld, and shall relate, without limitation, to the following: Siting of the structure including its relation to other structures; setbacks; garage locations, including garage door openings; trees to be cleared, final lot grades; location of all windows; general and specific architectural style and details; exterior materials and colors; and roof pitch. Such plans shall be deemed to have been approved by Declarant unless it shall mail to the submitting person or entity, within thirty (30) days of its receipt of said plans, written notice of disapproval. In this regard, no dwelling shall be located less than twenty (20) feet from a sideline (ten (10) feet where either it or other adjacent dwellings has no first floor windows facing the other); the provisions of this sentence shall benefit and be enforceable by the Township of Radnor.

DRAINAGE CONTROL

6.02 - Plans and specifications of buildings to be erected on the Properties shall show driveway grades, direction of drainage, safeguards to prevent erosion and/or flooding. All roof water will be piped to adequate sumps on each of the Properties.

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WALTER T. REDAVID
216 WEST FRONT STREET
MEDIA, PA. 19063
215 262-1200

OCCUPANCY CONTROL

6.03 - The Properties are to be used for single family occupancy except that separate living units may be maintained for domestics, providing they are in keeping with the above architectural controls, and are in accordance with all laws, rules, regulations and ordinances of the Commonwealth of Pennsylvania and the Township of Radnor.

AUTHORITY VESTED IN BOARD OF DIRECTORS

6.04 - After the Declarant has sold or otherwise disposed of all Lots owned by it, the duties, rights, and authority vested in Declarant pursuant to this Article VI shall be vested in the Board of Directors of Association, or in an architectural committee composed of three (3) or more representatives appointed by the Board.

ARTICLE VII

ADDITIONAL DUTIES OF ASSOCIATION

SERVICES TO COMMON AREA

7.01 - The Association shall be responsible for providing all ordinary and necessary services for the maintenance, upkeep, repair and improvement of all common areas owned by the Association, including but not limited to snow clearance and removal, grass and lawn maintenance and cutting, care of all plants, trees, shrubbery, fences, tennis courts, utilities, storm and sanitary sewer systems, structures, maintenance of detention basin, and all other services necessary to protect the public health, safety, and welfare of the Owners and the general public.

LAW OFFICES
WALTER T. REDAVID
816 WEST FRONT STREET
MEDIA, PA. 19063
☎ 3 LOWELL 8-9200

ARTICLE VIII
GENERAL PROVISIONS
ENFORCEMENT

8.01 - The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SEVERABILITY

8.02 - Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect.

AMENDMENT

8.03 - The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90%) per cent of the Lot Owners, and thereafter by an instrument signed by no less than seventy-five (75%) per cent of the Lot Owners. Any amendment must be approved by Radnor Township and recorded.

DEDICATION AND USE OF COMMON AREAS

8.04 - Pursuant to the provisions of the Radnor Township Zoning Ordinance, as amended to the date of this Declara-

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218 WEST FRONT STREET
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WE 181 COWAL 4-9200

tion, dealing with Open Space area, it is hereby declared and covenanted that the Common Areas shall be used only for recreation, woodland conservation, parkland, or other open space purposes, except as constituted on the date hereof, and shall contain no structure other than the structure related to recreational use, and structures related to entrances to sanitary and storm sewer systems, public water and utility supply, and like systems, and the necessary maintenance and/or administration facilities.

The Declarant has dedicated certain areas of land as Common Areas intended for use by the Homeowners of THE WOODLANDS for recreation and other related activities. The areas designed as Common Area are not dedicated hereby for use by the general public, but are dedicated to the common use and enjoyment of the Homeowners of THE WOODLANDS as more fully provided within the Declaration of Covenants, Conditions and Restrictions.

ANNEXATION

8.05 - Additional residential property and Common Area may be annexed to the Properties with the consent of two thirds (2/3) of each class of members.

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

RADNOR TOWNSHIP

OAKWOOD HOMES CO.

BY _____

Seymour R. Kaplan

SEYMOUR R. KAPLAN - PARTNER

ATTEST _____

Bernard Kaplan

BERNARD KAPLAN - PARTNER

SECRETARY _____

TOWNSHIP OF RADNOR

ATTEST
Alma S. Torga

By: *Thomas H. Hays*
PRESIDENT

LAW OFFICE
WALTER Y. ROYAL
216 WEST FRONT STREET
MEDIA, PA. 19064
(610) 666-1100

July 9, 1979

THE WOODLANDS
RADNOR TWP., DELAWARE CO., PA.
LEGAL DESCRIPTION OF OVERALL TRACT

ALL THAT CERTAIN tract or piece of ground known as The Woodlands Sub-division, with buildings and improvements thereon erected, situate in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania as shown on Drawing No. 112.10-02 dated March 28, 1979 and last revised June 1, 1979, prepared by D. S. Winokur Associates and being more particularly described as follows:

BEGINNING at a point, said point being the centerline of Bryn Mawr Avenue (Existing 33 feet wide, proposed new right of way line 30 feet from centerline) and corner of lands of now or late of now or late of Sisters of St. Francis of Philadelphia; thence (1) along said lands of Sisters of St. Francis of Philadelphia North 23 degrees 15 minutes 00 seconds West a distance of 1304.23 feet to a point in the centerline of Roberts Road (Existing 33 feet wide proposed new right of way 30 feet from centerline); thence (2) along said centerline of Roberts Road North 66 degrees 28 minutes 00 seconds East a distance of 1218.11 feet to a point in the same and corner to lands now or late Florence M. Beaumont; thence (3) along said Beaumont's land South 23 degrees 32 minutes 00 seconds East a distance of 258.25 feet to a point; thence (4) still along said Beaumont's land North 66 degrees 28 minutes 00 seconds East a distance of 189.45 feet to a point in line of lands of now or late James J. Deeney et ux; thence the following (6) six courses and distances along said lands of Deeney (5) South 14 degrees 25 minutes 00 seconds East a distance of 39.73 feet to a point; thence (6) South 41 degrees 21 minutes 00 seconds East a distance of 74.68 feet to a point; thence (7) South 19 degrees 26 minutes 00 seconds East a distance of 179.31 feet to a point; thence (8) North 73 degrees 19 minutes 00 seconds East a distance of 260.61 feet to a point; thence (9) North 24 degrees 18 minutes 00 seconds West a

D.S. WINOKUR ASSOCIATES
CONSULTING ENGINEERS

112.10

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July 9, 1979

THE WOODLANDS
RADNOR TWP., DELAWARE CO., PA.
LEGAL DESCRIPTION OF OVERALL TRACT (CONT'D)

distance of 429.83 feet to a point; thence (10) North 07 degrees 12 minutes 00 seconds West a distance of 155.01 feet to a point in said centerline of Roberts Road; thence (11) along said centerline of Roberts Road North 66 degrees 28 minutes 00 seconds East a distance of 327.85 feet to a point in the same and corner to lands of now or late Bertram and Eleanor Wolfson; thence (12) partly along said lands of Wolfson and partly along lands now or late Irvin J. and Arlyn Stein South 23 degrees 47 minutes 00 seconds East a distance of 1076.41 feet to a point in the centerline of said Bryn Mawr Avenue; thence the following (3) three courses and distances along said centerline of Bryn Mawr Avenue (13) South 63 degrees 01 minutes 00 seconds West a distance of 663.91 feet to an angle point; thence (14) South 60 degrees 27 minutes 00 seconds West a distance of 411.15 feet to an angle point; thence (15) South 58 degrees 01 minutes 00 seconds West a distance of 986.22 feet to the first mentioned point and place of BEGINNING.

CONTAINING 49.9403 Acres of Land.

112.10

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D.S. WINOKUR ASSOCIATES
CONSULTING ENGINEERS

July 3, 1979

THE WOODLANDS
RADNOR TWP., DELAWARE CO., PA.
LEGAL DESCRIPTION OF OPEN SPACE

ALL THOSE CERTAIN two tracts or pieces of ground known collectively as Open Space within the Woodlands II, with buildings and improvements thereon erected, situate in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, as shown on Drawing No. 112.10-02 dated March 28, 1979, as revised June 1, 1979, prepared by D. S. Winokur Associates and being more particularly described as follows:

PARCEL 1

BEGINNING at a point in the line common to lands now or late of Sisters of St. Francis of Philadelphia and the tract of which this parcel is a part, at its intersection with the northerly right of way line of Bryn Mawr Avenue (60 feet wide), said point located North 23 degrees 15 minutes 00 seconds West a distance of 30.35 feet from a point in the centerline of Bryn Mawr Avenue at the corner common to said tracts; thence from said beginning point along said common line (1) North 23 degrees 15 minutes 00 seconds West a distance of 1243.88 feet to a point in the southerly right of way line of Roberts Road (60 feet wide); thence (2) along said right of way line North 66 degrees 28 minutes 00 seconds East a distance of 847.26 feet to a point, the northwest corner of Lot No. 16; thence (3) along said lot South 23 degrees 32 minutes 00 seconds East a distance of 40.00 feet to a point, the northeast corner of Lot No. 17; thence along said lot the following two courses and distances (4) South 66 degrees 28 minutes 00 seconds West a distance of 114.60 feet to a point; thence (5) South 23 degrees 32 minutes 00 seconds East a distance of 35.00 feet to a point, the northeast corner of Lot No. 18; thence (6) along the rear line of lots No. 18, 19, 20 & 21, South 66 degrees 28 minutes

112.10

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CONSULTING ENGINEERS

July 3, 1979

THE WOODLANDS
RADNOR TWP., DELAWARE CO., PA.
LEGAL DESCRIPTION OF OPEN SPACE (CONT'D)

00 seconds West a distance of 491.96 feet to a point, a common corner of Lots No. 21 & 22; thence (7) along the rear line of Lots No. 22 & 23 South 43 degrees 24 minutes 07 seconds West a distance of 208.10 feet to a point, a corner of Lot No. 23; thence (8) along the rear line of Lots No. 23, 24, 40, 41 & 42 South 23 degrees 15 minutes 00 seconds East a distance of 721.80 feet to a point, a corner of Lot No. 42; thence (9) along the rear line of Lot No. 42 & 43 South 84 degrees 50 minutes 00 seconds East a distance of 192.49 feet to a point, a corner of Lot No. 43; thence (10) continuing along Lot No. 43, North 44 degrees 17 minutes 11 seconds East a distance of 165.37 feet to a point, a corner common to Lots No. 43 & 44; thence (11) along the rear line of Lots No. 44, 45, 46, 47 & 48, North 48 degrees 52 minutes 00 seconds East a distance of 545.17 feet to a point in the westerly right of way line of Harvard Lane (60 feet wide); thence along said right of way line the following four courses and distances (12) South 33 degrees 33 minutes 05 seconds East a distance of 80.11 feet to a point of curvature; thence (13) along the arc of a circle curving to the left having a radius of 180.00 feet for an arc distance of 4.57 feet to a point of tangency; thence (14) South 35 degrees 00 minutes 19 seconds East a distance of 256.33 feet to a point of curvature; thence (15) along the arc of a circle curving to the right having a radius of 22.00 feet for an arc distance of 35.72 feet to a point of tangency with the northerly right of way line of Bryn Mawr Avenue (60 feet wide); thence (16) along said right of way line South 58 degrees 01 minutes 00 seconds West a distance of 951.75 feet to a point and the place of BEGINNING.

CONTAINING 9.1202 Acres of Land.

112.10
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D.S. WINOKUR ASSOCIATES
CONSULTING ENGINEERS

THE WOODLANDS
RADNOR TWP., DELAWARE CO., PA.
LEGAL DESCRIPTION OF OPEN SPACE (CONT'D)

PARCEL 11

BEGINNING at a point in the easterly line of Lot No. 11 at its intersection with the northerly right of way line of Bryn Mawr Avenue (60 feet wide), said point located the following three courses and distances from a point in the centerline of Bryn Mawr Avenue at a corner common to lands now or late of the Sisters of St. Francis of Philadelphia and the tract of which this parcel is a part (1) along the centerline of said road North 58 degrees 01 minutes 00 seconds East a distance of 986.22 feet to a point; thence (2) along same North 60 degrees 27 minutes 00 seconds East a distance of 202.07 feet to a point, the southeast corner of Lot No. 11; thence (3) crossing the bed of said road North 25 degrees 18 minutes 13 seconds West a distance of 30.08 feet to the aforementioned point of beginning; thence from said beginning point: (1) along the easterly line of Lot No. 11 North 25 degrees 18 minutes 13 seconds West a distance of 452.77 feet to a point, the southwest corner of Lot No. 12; thence (2) along the rear line of Lots No. 12 & 13 North 43 degrees 35 minutes 27 seconds East a distance of 250.26 feet to a point in the line of Lot No. 13 at its intersection with a 25.00 feet wide buffer strip located parallel and adjacent to lands now or late of James J. Deeney et ux; thence along said buffer strip the following four courses and distances (3) South 19 degrees 26 minutes 00 seconds East a distance of 11.10 feet to a point; thence (4) North 73 degrees 19 minutes 00 seconds East a distance of 313.00 feet to a point; thence (5) North 24 degrees 18 minutes 00 seconds West a distance of 454.64 feet to a point; thence (6) North 07 degrees 12 minutes 00 seconds West a distance of 127.31 feet to a point in the southerly right of way line of Roberts Road (60 feet wide); thence (7) along said right of way line North 66 degrees 28

112.10
-3-

D.S. WINOKUR ASSOCIATES
CONSULTING ENGINEERS

July 3, 1979.

THE WOODLANDS
RADNOR TWP., DELAWARE CO., PA.
LEGAL DESCRIPTION OF OPEN SPACE (CWT'D)

minutes 00 seconds East a distance of 285.71 feet to a point in said right of way line at its intersection with a 25.00 feet wide buffer strip parallel and adjacent to lands now or late of Bertram & Eleanor Wolfson and lands now or late of Irwin & Arlyn Stein; thence (8) along said buffer strip South 23 degrees 47 minutes 00 seconds East a distance of 1017.87 feet to a point in the northerly right of way line of Bryn Mawr Avenue (60 feet wide); thence (9) along said right of way line South 61 degrees 01 minutes 00 seconds West a distance of 574.64 feet to a point of tangency with the return curve of the westerly right of way line of Dartmouth Road (60 feet wide); thence (10) along said curve, along the arc of a circle curving to the right having a radius of 22.00 feet for an arc distance of 27.43 feet to a point in the curve at its intersection with the southerly line of Lot No. 1; thence along the rear line of Lots No. 1 thru 10 inclusive, the following seven courses and distances (11) North 63 degrees 01 minute 00 seconds East a distance of 451.47 feet to a point a corner of Lot No. 3; thence (12) North 18 degrees 31 minutes 03 seconds East a distance of 185.19 feet to a point, a corner of Lot No. 4; thence (13) North 23 degrees 47 minutes 00 seconds West a distance of 206.00 feet to a point, a corner common to Lots No. 4 & 5; thence (14) South 73 degrees 40 minutes 16 seconds West a distance of 225.47 feet to a point, a corner common to Lots No. 5 & 6; thence (15) South 54 degrees 53 minutes 53 seconds West a distance of 444.67 feet to a point, a corner of Lot No. 9; thence (16) South 05 degrees 36 minutes 45 seconds West a distance of 257.74 feet to a point, a corner of Lot No. 10; thence (17) South 25 degrees 18 minutes 13 seconds East a distance of 103.00 feet to a point, a corner of Lot No. 10; thence (18) along the southerly line of Lot No. 10 North 60 degrees 27 minutes 00 seconds East a

July 3, 1979

THE WOODLANDS
RADNOR TWP., DELAWARE CO., PA.
LEGAL DESCRIPTION OF OPEN SPACE (CONT'D)

distance of 141.07 feet to a point in a curve at the intersection of said southerly line with the return curve of the westerly right of way line of Dartmouth Road (60 feet wide); thence (19) along the arc of a circle curving to the right having a radius of 22.00 feet for an arc distance of 26.95 feet to a point of tangency with the northerly right of way line of Bryn Mawr Avenue (60 feet wide); thence (20) along said right of way line South 60 degrees 27 minutes 00 seconds West a distance of 165.44 feet to a point and place of BEGINNING.

CONTAINING 7.7406 Acres of Land.

The combined area of the two above described parcels totals 16.8608 Acres of Land.

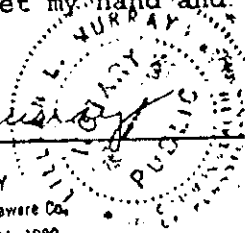
UNDER AND SUBJECT TO all storm sewer, sanitary sewer and pedestrian easements as shown on the above mentioned plan.

COMMONWEALTH OF PENNSYLVANIA:
:SS
COUNTY OF DELAWARE :

On this, the *20th* day of *Sept.*, 1979, before me, the undersigned officer, personally appeared SEYMOUR R. KAPLAN and BERNARD KAPLAN who acknowledged themselves to be the partners of Oakwood Homes Co., a partnership, named in the above Declaration, and that they as such partners, being authorized to do so, executed the said instrument for the purposes therein contained by signing the name of the partnership by themselves as partners.

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

Lillian L. Murray
NOTARY PUBLIC
LILLIAN L. MURRAY
Notary Public, Media Boro, Delaware Co.
My Commission Expires June 24, 1980




COMMONWEALTH OF PENNSYLVANIA:
:SS
COUNTY OF *Delaware* :

On this, the *14th* day of *November*, 1979, before me, the undersigned officer, personally appeared *Thomas Hayward*, who acknowledged himself to be the President of the Township of Radnor, a municipal corporation, and that he as such President, being authorized to do so, executed the foregoing Declaration for the purposes therein contained by signing the name of the corporation by himself as President.

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

Barbara E. Johnston
NOTARY PUBLIC
BARBARA E. JOHNSTON, Notary Public
Radnor Twp., Delaware Co.
My Commission Expires July 20, 1981



Recorded in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania, in Deed Book 2719, Page 206, this 14th day of November, 1979.

James S. Roberts
RECORDER OF DEEDS

BOOK 2719 PAGE 226

038823

37.50

ms
Dand

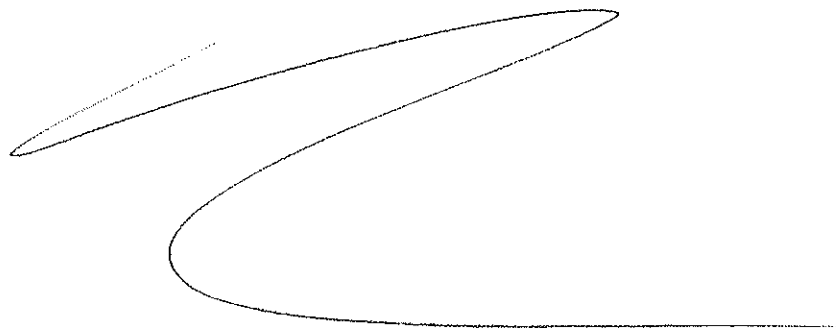
DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
OF
OAKWOOD HOMES CO.

WALTER T. RYDAVID
RECORDING OFFICER
MISSISSIPPI
DELAWARE
COUNTY

Nov 11 1977

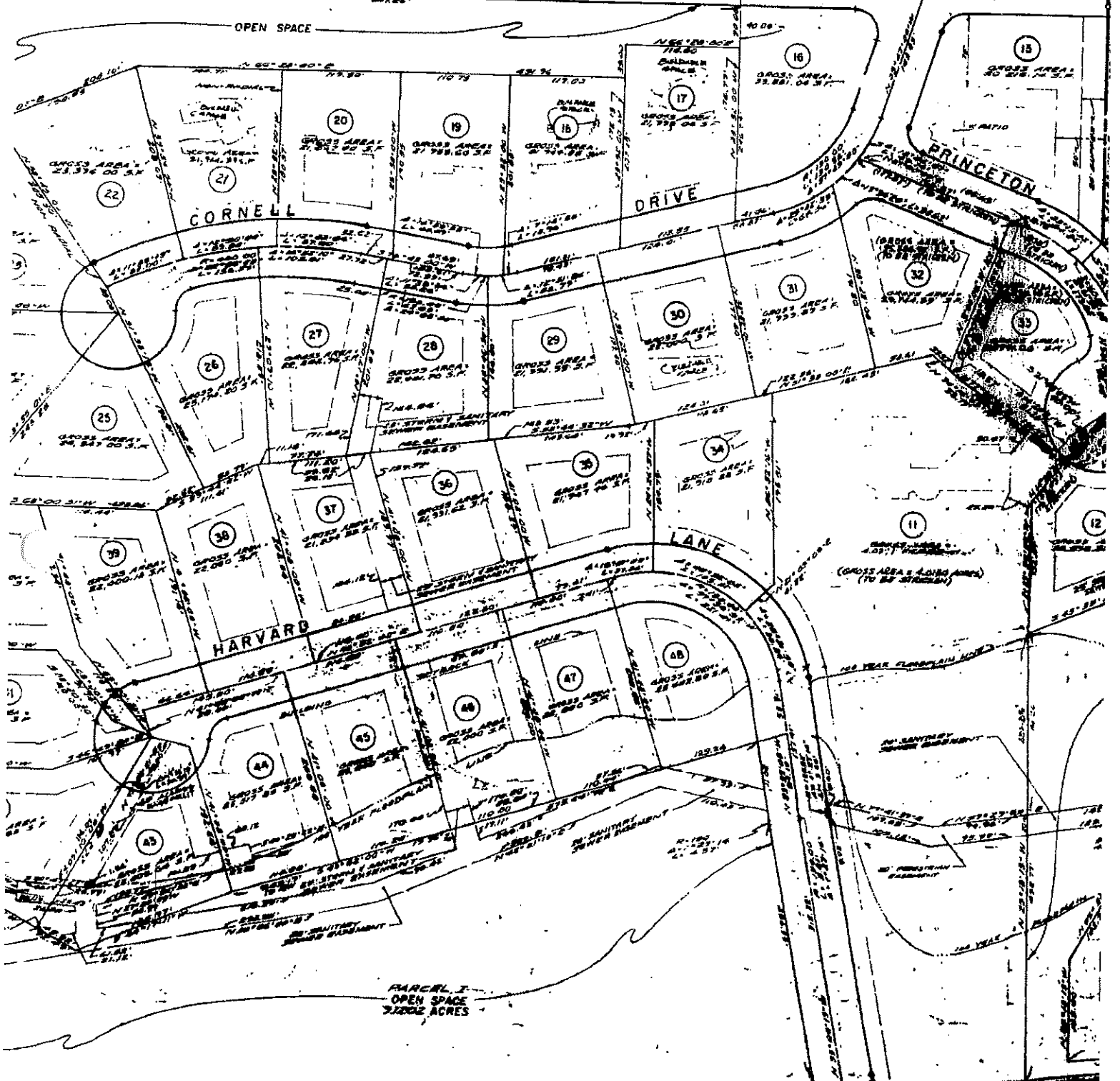
12719

THE FOLLOWING
IS THE BEST
COPY POSSIBLE
OF THE PLAN

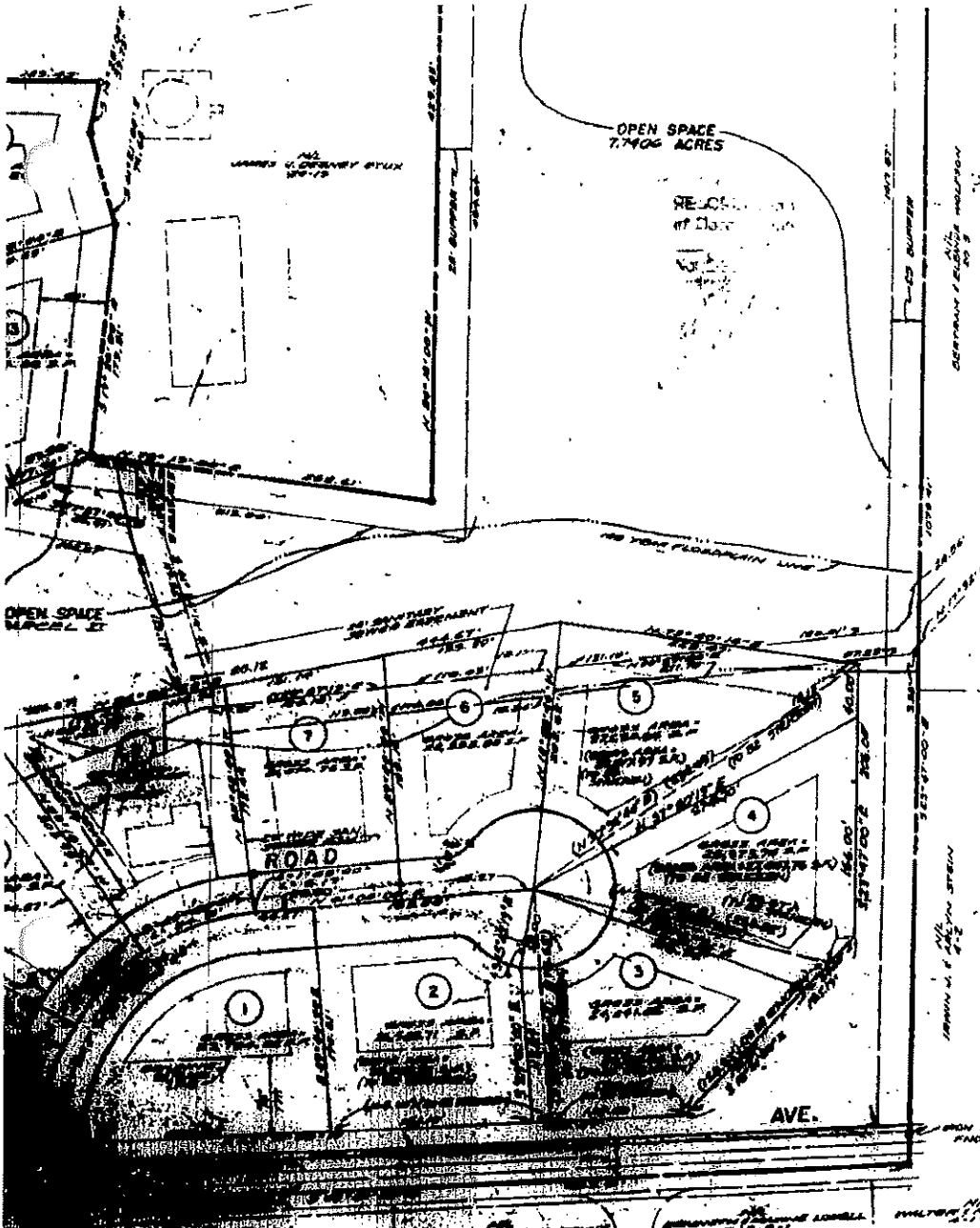


WILSONS VILLAGE 23-280
MURPHY ROAD
MURPHY ROAD 289-28
PETER J. PAMELA 289-24
MURPHY J. DONALD 289-23
JOHN L. MURPHY 289-22

ROBERTS



BRYN MAWR
MURPHY ROAD 289-28
MURPHY ROAD 289-24
MURPHY J. DONALD 289-23
JOHN L. MURPHY 289-22



RECORDED in the Office for Recording
of Deeds in and for Del. Co., Pa., in

Book
No. 125 Page
WITNESS my hand and seal of Office this
10th day of Aug A.D. 1984

James J. [Signature]
Recorder of Deeds

RADNOR TOWNSHIP
Delaware Co., Pa.
SUBDIVISION PLAN No. 84-553
Received 8/27/84 Transf:
From City of Philadelphia to Delaware Co. Planning Commission
Consistency Checked by B. Deane Halliday
APPROVED July 25, 1984
[Signature]
Attest: Thomas J. Bentley
Recorder

REVIEWED BY ..
COUNTY PLANNING COMMISSION
DATE _____ 19____
ATTEST _____
EXECUTIVE DIRECTOR
DCPD NO: _____

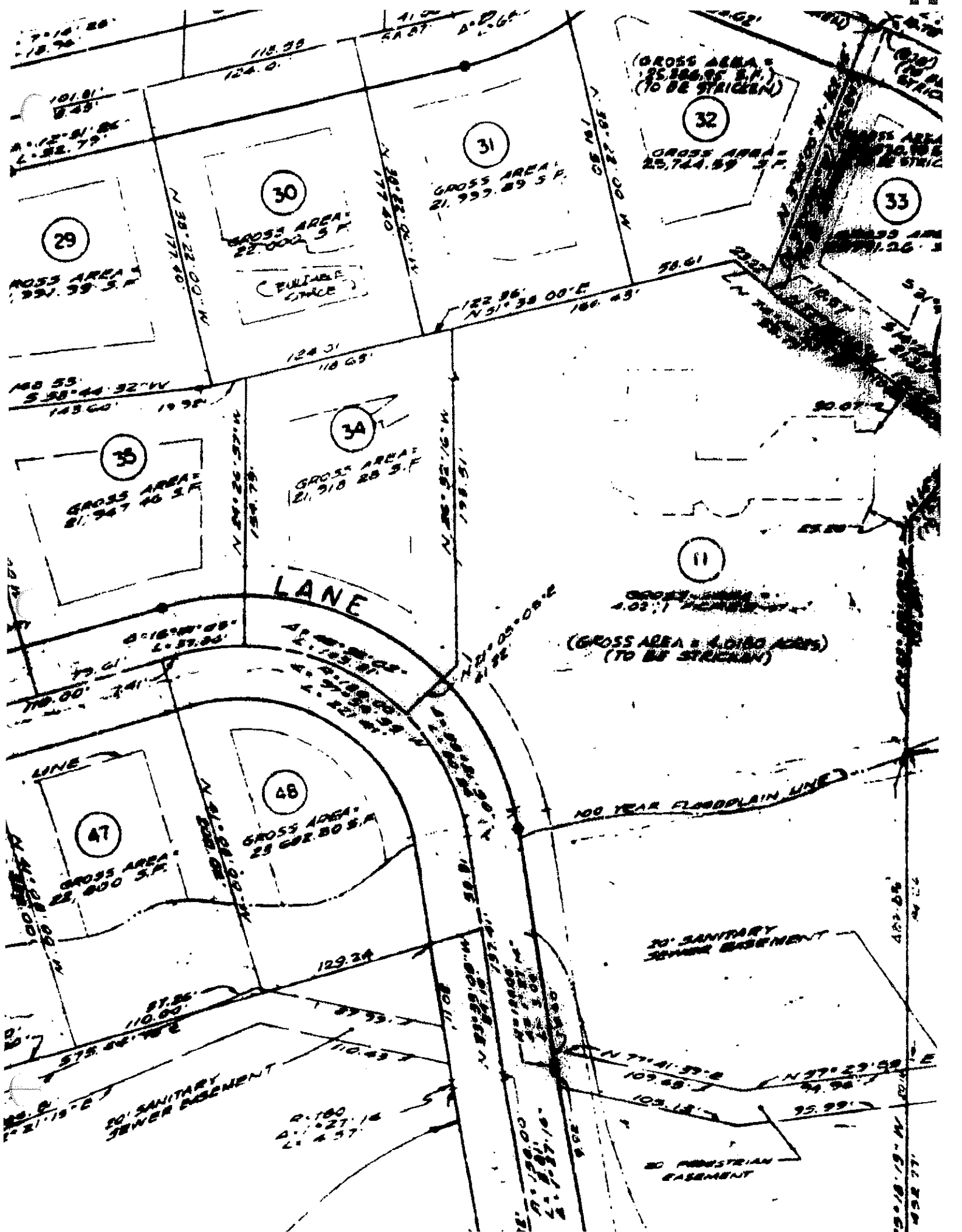
REVIEWED BY ..
COUNTY PLANNING COMMISSION
DATE Nov 79 1984
ATTEST William Payne
EXECUTIVE DIRECTOR
DCPD NO: 34-424-75-84

GRAPHIC SCALE

DENSITY CALCULATIONS

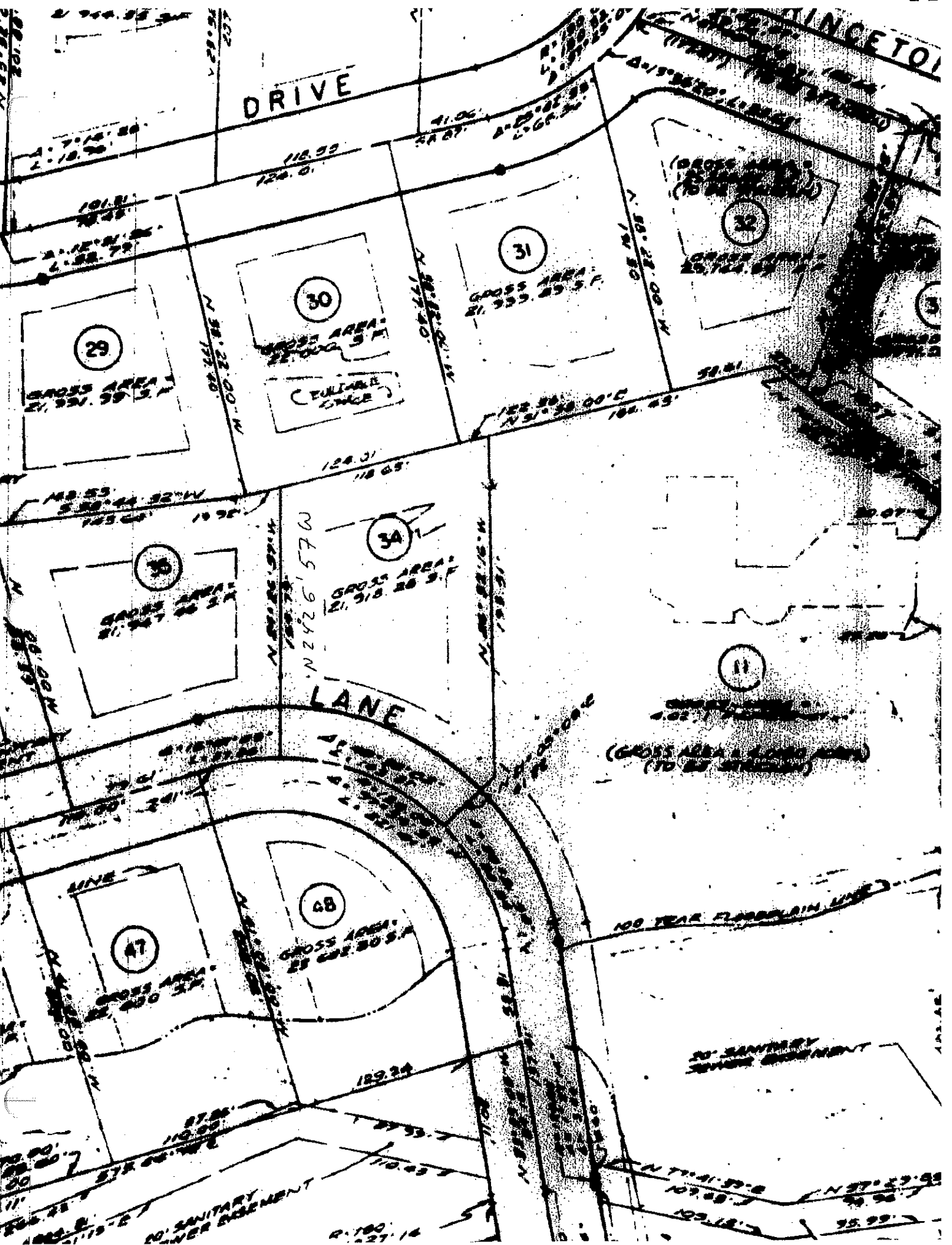
Lot Area	49,000 sq. ft.
General Use Area	49,000 sq. ft.
Area of Easement	4,000 sq. ft.
Area of Road	4,000 sq. ft.
Area of Other	0 sq. ft.
Area of Public	0 sq. ft.
Area of Other	0 sq. ft.
Area of Other	0 sq. ft.
Area of Other	0 sq. ft.
Area of Other	0 sq. ft.
Area of Other	0 sq. ft.

Lot No.	Area	Use
1-7	49,000	GENERAL
8-10	4,000	EASEMENTS
11-13	4,000	EASEMENTS
14-16	0	GENERAL
17-19	0	GENERAL



DRIVE

WINDINGTON



29

GROSS AREA
21,331.39 S.F.

30

GROSS AREA
22,000 S.F.
CULINARY
(ONCE)

31

GROSS AREA
21,333.25 S.F.

32

GROSS AREA
20,724.67 S.F.

34

GROSS AREA
21,918.28 S.F.

35

GROSS AREA
21,947.46 S.F.

11

(GROSS AREA 10,000 S.F.)
(10 1/2 ACRES)

47

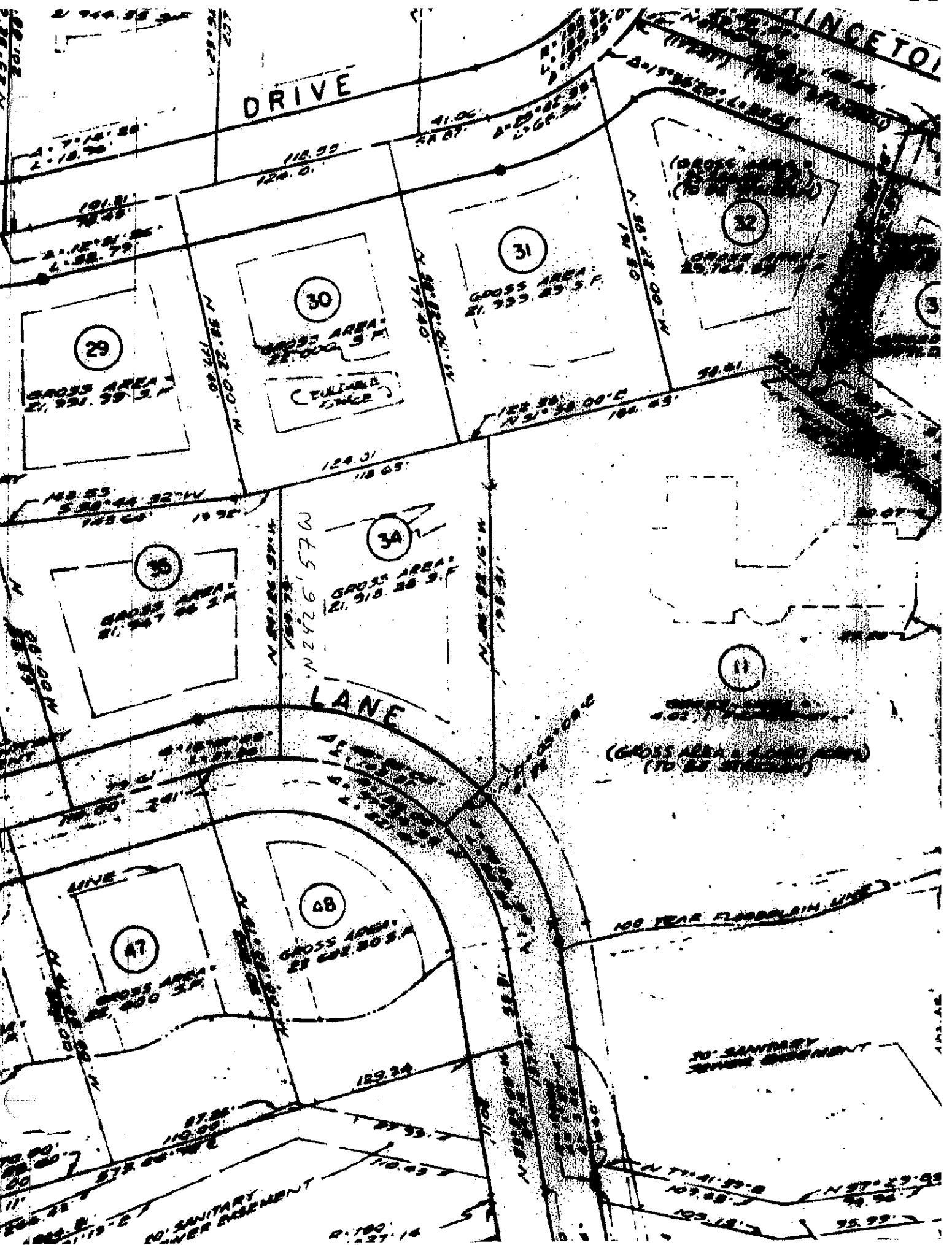
GROSS AREA
22,400 S.F.

48

GROSS AREA
23,628.30 S.F.

100 YEAR FLOODPLAIN LINE

20' SANITARY
SEWER EASEMENT



29

GROSS AREA
21,331.39 S.F.

30

GROSS AREA
22,000 S.F.
CULINARY
(ONCE)

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(10 1/2 ACRES)

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22,400 S.F.

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GROSS AREA
23,628.30 S.F.

100 YEAR FLOODPLAIN LINE

20' SANITARY
SEWER EASEMENT





pm 10:15 mak *W.D. Adams*

ORDINANCE NO. 90-14

AN ORDINANCE OF THE TOWNSHIP OF RADNOR, DELAWARE COUNTY, PENNSYLVANIA, TO ACCEPT PUBLIC IMPROVEMENTS IN DARTMOUTH ROAD AND CORNELL DRIVE

REGISTERED DEEDS
DELAWARE COUNTY, PA.
92 OCT 30 PM 4:19

064412

WHEREAS, Oakwood Homes has submitted a subdivision application for review and approval by the Township Board of Commissioners, and

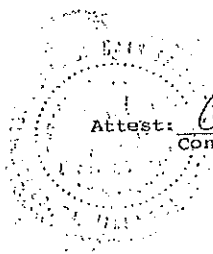
WHEREAS, this application was approved on May 29, 1979 by the Radnor Township Board of Commissioners and the public improvements required in Dartmouth Road and Cornell Drive have been installed or guarantees acceptable to the Township have been given for their installation in accordance with Township specifications and approved by the Township Engineer.

NOW, THEREFORE, BE IT ORDAINED that the public improvements including and not limited to streets, sanitary sewers, and storm sewers as shown on the engineering plans prepared by D. S. Winokur Associates consisting of thirteen (13) sheets dated March 28, 1979 and last revised May 14, 1980 as described by D. S. Winokur and Associates attached hereto as Exhibit "A" are hereby accepted by the Township.

ENACTED AND ORDAINED this 9th day of April, 1990.

COMMISSIONERS OF RADNOR TOWNSHIP

By Graham D. Andrews
Graham D. Andrews, President



Attest: Concetta R. Clayton
Concetta R. Clayton, Secretary