



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-993233-PHIL

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-993233-PHIL

Transaction Identification Data for reference only:

File No.: NCS-993233-PHIL

Issuing Office: Two Liberty Place, 50 South 16th St.,
Suite 2600, Philadelphia, PA 19102

Issuing Office File No.: NCS-993233-PHIL

Property Address: Trianon Lane (Lot 52 and Lot 1), Gramont
Lane (Lot 57), 200 South Ithan Avenue (Lot 58), Radnor, PA
19085

SCHEDULE A

1. Commitment Date: November 12, 2019
2. Policy to be Issued:
 - (a) ALTA® Owners Policy (as modified by TIRBOP)
Proposed Insured: GPX Ithan Development LLC, a Pennsylvania limited liability company
Proposed Policy Amount: \$2,050,000.00
 - (b) ALTA® Loan Policy (as modified by TIRBOP)
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is: Fee Simple
4. The Title is, at the Commitment Date, vested in: Julie Charbonneau, individually
5. The Land referred to in this Commitment is described in SCHEDULE C.

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First American

Schedule B

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-993233-PHIL

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Deed from Julie Charbonneau to GPX Ithan Development LLC.
5. Original government issued and valid photo identification for all parties to the transaction must be provided.
6. Proof to be furnished that as to each grantor/mortgagor who is an individual, if presently married, that he/she is neither separated from his/her spouse nor a party to any pending divorce proceeding in any jurisdiction, otherwise, the non-record spouse must join in the deed or mortgage to be insured.
7. Proof that there are no overdue support obligations of record with the Domestic Relations Section of the parties to this transaction, up through the date of recording of the instruments to be insured.
8. The Proposed Insured must notify the Company if any construction has been performed in the past six (6) months or is expected to be performed prior to the recording of the instruments to be insured.
9. Powers of Attorney (POA): If any party to the settlement intends to use a Power of Attorney, a copy of such Power of Attorney must be submitted for review and approved in advance, with original POA to be provided at or before settlement.
10. Proof that no parties to this transaction are involved in bankruptcy proceedings in any jurisdiction; if bankruptcy has been filed, same to be examined; possible additional requirements/exceptions to be added.

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11. Funds must be in the form of a wire. Wire instructions sent upon request. Please contact Company in advance if funding is contemplated other than by wire.

12. REAL ESTATE TAXES:

Receipts for Township/Borough/City, County and School taxes for the prior three years, to be produced. Company will order a tax certificate for each tax parcel listed hereon.

The following tax parcels are covered by this Commitment:

Tax Parcel:	Assessment:
36-04-02700-51 (Premises A-Lot 52),	\$121,920.00 (Land Only)
36-04-02220-79 (Premises B-Lot 57),	\$122,100.00 (Land Only)
36-04-02344-00 (Premises C-Lot 58),	\$338,060.00
36-04-02700-03 (Premises D-Lot 1)	\$123,100.00 (Land Only)

13. SEWER AND WATER CHARGES: Provide most recent billing statement(s) for Sewer and Water. Parties are responsible to obtain final readings prior to settlement.

14. Proof to be furnished that any special assessment imposed by a Business Improvement District, Special Services District or Neighborhood Improvement District has been paid in full.

15. MECHANIC LIENS AND MUNICIPAL CLAIMS: (4)

Radnor Township vs. Julie Charbonneau for Municipal Lien on property known as Tax Parcel 36-04-02344-00 (Lot 58), filed 09/13/2017 to Docket No. CV-2017-065332 in the amount of \$77.35.

Radnor Township vs. Julie Charbonneau for Municipal Lien on property known as Tax Parcel 36-04-02344-00 (Lot 58), filed 11/15/2017 to Docket No. CV-2017-066024 in the amount of \$21,303.00.

Radnor Township vs. Julie Charbonneau for Municipal Lien on property known as Tax Parcel 36-04-02344-00 (Lot 58), filed 11/15/2017 to Docket No. CV-2017-066026 in the amount of \$4,725.00.

Radnor Township vs. Julie Charbonneau for Municipal Lien on property known as Tax Parcel 36-04-02344-00 (Lot 58), filed 11/15/2017 to Docket No. CV-2017-0066028 in the amount of \$19,791.29.

16. JUDGMENTS: None

17. BANKRUPTCIES: A search of Julie Charbonneau, conducted in the US Eastern, Middle and Western Districts of Pennsylvania, finds the following: None.

18. MORTGAGES: None

19. UCCs: None

20. Taxes for the year(s) 2017-2019 in the amount of \$8,563.82 have been returned to the Tax Claim Bureau of the County of Delaware as unpaid and liened and are payable at that office only.

21. SUPPORT ARREARAGE SEARCH RESULTS: NONE

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22. Proof that Julie Charbonneau, grantee(s) in Deed recorded in Record Book 5322 Page 1780, is/are the same person(s) as the proposed grantor(s) and that they are not involved in any divorce proceedings.

23. As to GPX Ithan Development LLC, the following must be furnished:
 - (a) Certificate of Organization and all amendments thereto filed with the Department of State of the State of Pennsylvania.
 - (b) Operating Agreement and all amendments thereto.
 - (c) Proof that all the consents and requirements of the Operating Agreement have been met with respect to the authority of the members or managers to execute and deliver the title documents on behalf of GPX Ithan Development LLC for this transaction.
 - (d) Proof that all corporate taxes owed to the Commonwealth of Pennsylvania have been paid to date. Company will order a Corporate Lien Certificate.
 - (e) Certificate of Good Standing (only if the limited liability company is a foreign entity, i.e., created in a state other than Pennsylvania).

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First American

Schedule B (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-993233-PHIL

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims by parties in possession or under the terms of any unrecorded lease or agreement(s) of sale.
3. Unrecorded easements, discrepancies or conflicts in boundary lines, shortages in area content and encroachments, which an accurate and satisfactory Land Title Survey would disclose. [This exception cannot be deleted from the policy but may be removed by adding endorsements PA 300 or PA 301]
4. Possible interim real estate taxes by reason of increased assessments due to new construction and/or major improvements.
5. Any lien or right to a lien for services, labor, material or equipment, unless such lien is shown by the Public Records at Date of Policy and not otherwise excepted from coverage herein.
6. Subject to all matters shown on the Plan as recorded in the Recorder's Office of Delaware County, Pennsylvania in Plan Book Volume 14 Page 225, Plan Book Volume 14 Page 226, Plan Book Volume 20 Page 40, Plan Book Volume 20 Page 436, Plan Book Volume 21 Page 230 and Plan Book Volume 21 Page 279.
7. Rights granted to Philadelphia Electric Company as set forth in Volume 223 Page 1724.
8. Rights granted to Philadelphia Suburban Water Company as set forth in Volume 223 Page 1997.
9. Rights granted to Bell Telephone Company of Pennsylvania as set forth in Volume 272 Page 1847 and Volume 307 Page 628.

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10. Restrictions as set forth in Deed Book 350 Page 64 (set forth below); but deleting any covenant, condition or restriction indicating a preference, limitation, specification or discrimination based on race, color, religion, sex, handicap, familial status, national origin, age, ancestry, disability or use of guide or support animals to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) and/or 43 P.S. §951.

Under and Subject nevertheless to the following conditions and restrictions that the said Grantee, his heirs and assigns shall at all times hereafter forever leave unbuilt upon and unobstructed except by steps, cellar doors, fences trees or shrubbery thereupon the entire tract having a frontage on any of the above mentioned Roadways for additional 50 feet back from the building line of any said roadway and no stables or garage or other buildings other than a dwelling shall be erected within 125 feet from the building line of any of the said roads nor within 10 feet of the boundary line of ground on either side of the above described tracts and that only one dwelling house shall be erected on every 100 feet frontage of said roadways and shall cost not less than \$5000 to build nor shall any building or buildings be erected or converted into a hotel, tavern, drinking saloon, blacksmith, carpenters or wheelwright shop, steam mill tannery, slaughter house, skin dressing establishment, livery stable public garage, glue, soap, candle or starch manufactory or commercial building or buildings to be used for any offensive use or occupation hereafter forever.

11. Declaration of Covenants, Conditions, Restrictions, Easements and Assessments as set forth in Volume 251 Page 425, as amended in Volume 665 Page 595 and Volume 1943 Page 80 and Record Book 2977 Page 2246 but deleting any covenant, condition or restriction indicating a preference, limitation, specification or discrimination based on race, color, religion, sex, handicap, familial status, national origin, age, ancestry, disability or use of guide or support animals to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) and/or 43 P.S. §951..

Company agrees to removes the above exception Record Book 2977 Page 2246 upon the recording of a termination of the restrictions set forth therein executed by Robin Batoff and Jerald Batoff and/or, their heirs, as the case may be.

12. Reservations as set forth in Volume 518 Page 1973 and Volume 532 Page 469 .
13. This item has been intentionally deleted.
14. Deed of Restrictions as set forth in Volume 1943 page 76.

Company agrees to removes the above exception upon the recording of a termination of the restrictions set forth therein executed by Wayne H. Lewis and Mary Jane Lewis and/or, their heirs, as the case may be.

15. A 20 wide sanitary sewer easement as shown on Plan Book 20 page 436 and as referenced in the descriptions of Premises B and Premises C herein.
16. Ordinance #89-39, as set forth in Volume 1017 Page 148 (as to streets, sanitary sewers and storm sewers).

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Schedule C

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-993233-PHIL

PREMISES A

ALL THOSE CERTAIN lots or pieces of ground, Situate in Radnor Township, Delaware County, Pennsylvania, bounded and described according to Plan of Trianon made for Kazanjian Builders, Inc. by Momenee-King Associates, Consulting Engineers, Ardmore, Pennsylvania, dated 10-22-84 last revised 02-19-85 in Plan Case 14, Page 226 as follows, to wit:

BEGINNING at a point in the center line of Trianon Lane (60 feet wide) measured along the center line of Trianon Lane from its intersection with the center line of Gramont Lane (60 feet wide) (if extended) the five following courses and distances: (1) North 73 degrees 30 minutes West 166.63 feet to a point of curve; (2) Westwardly on the arc of a circle curving to the left having a radius of 150 feet the arc distance of 136.49 feet to a point of tangent; (3) South 54 degrees 22 minutes West 94.94 feet to a point of curve; (4) Westwardly on the arc of a circle curving to the right having a radius of 150.00 feet the arc distance of 136.57 feet to a point of tangent; (5) North 73 degrees 20 minutes West 39.83 feet to the point and place of beginning; thence extending from said point and place of beginning, South 24 degrees 20 minutes East along Lot 51 on said plan 185.11 feet to a point; thence extending South 65 degrees 40 minutes West along Lot 58 on said plan 75.00 feet to a point; thence extending North 24 degrees 20 minutes West still along said Lot 250.00 feet to the center line of Trianon lane; thence extending South 73 degrees 20 minutes East along the center line of Trianon Lane 99.17 feet to the first mentioned point and place of BEGINNING.

BEING Lot No. 52 on the above mentioned Plan.

PREMISES B

ALL THAT CERTAIN lot or piece of ground.

SITUATE in Radnor Township, Delaware County, Pennsylvania bounded and described according to a Plan of Trianon made for Kazanjian Builders, Inc. by Momenee-King Associates, Consulting Engineers, Ardmore, Pennsylvania, dated 10-22-84 last revised 02-19-85 in Plan Case 14, Page 226, as follows, to wit:

BEGINNING at a point in the center line of Gramont Lane (60 feet wide) measured along the same the two following courses and distances from the intersection of the center line of Gramont Lane (60 feet wide) and the center line of Trianon Lane (60 feet wide); (1) South 16 degrees 30 minutes West 260.72 feet to a point of curve; (2) Southwardly on the arc of a circle curving to the left having a radius of 250.00 feet the arc distance of 176.90 feet to the point and place of beginning; thence extending from said point and place of beginning Southwardly along the center line of Gramont Lane on the arc of a circle curving to the left having a radius of 250.00 feet the arc distance of 20.06 feet to a point; thence extending South 67 degrees 58 minutes West along open space "G" 260.00 feet to a point; thence extending North 22 degrees 02 minutes West along Lot 58 on said plan crossing a 20 feet wide sanitary sewer easement 130 feet to a point; thence extending North 79 degrees 13 minutes 46 seconds East still along Lot 58 on said plan recrossing said 20 feet wide sanitary sewer easement 98.36 feet to a point in the bed of same; thence extending South 22 degrees 2 minutes East along Lot 56 on said plan 90.79 feet to a point; thence extending North 67 degrees 58 minutes East still along Lot 56 on said plan 162.06 feet

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to a point in the center line of Gramont Lane the first mentioned point and place of BEGINNING.

BEING Lot No. 57 Gramont Lane.

PREMISES C

ALL THAT CERTAIN lot or piece of ground, Situate in the Township of Radnor, County of Delaware and Commonwealth of Pennsylvania being described according to a 3 lot Minor Final Subdivision of the Lewis Property made by Momenee and Associates, Inc. C.E. Land Surveyor, Bryn Mawr, Pennsylvania 19010, dated 06-14-99, recorded 04-16-01 in Plan Volume 20, Page 436 as follows to wit:

BEGINNING at a point in the center line of South Ithan Avenue a corner of Lot #3 on said plan being measured North 67 degrees 38 minutes 00 seconds East 70.47 feet from the intersection with Chalous Lane (60 feet wide) thence extending along the said Lot #3 North 06 degrees 53 minutes 42 seconds East 263.23 feet to a point in the bed of an existing 20 feet wide sanitary sewer easement; thence along same and also along Lots 2 and 3 North 82 degrees 53 minutes 00 seconds West 163.24 feet to a point; thence extending North 19 degrees 02 minutes 43 seconds East 142.35 feet to a point; thence extending North 82 degrees 16 minutes West, 180 feet to a point in the center line of Trianon Lane (60 feet wide); thence extending along the same the four following courses and distances (1) Northwestwardly on the arc of a circle curving to the left having a radius of 175 feet the arc distance of 64.41 feet to a point of tangent (2) North 13 degrees 21 minutes 9 seconds West 58.99 feet to a point of curve (3) Northwestwardly, Northwardly and Northeastwardly on the arc of a circle curving to the right having a radius of 180 feet the arc distance of 376.63 feet to a point of tangent and (4) South 73 degrees 28 minutes East 11.50 feet to a point, thence extending South 24 degrees 20 minutes East along Lot 52 on Plan of Trianon aforesaid 250 feet to a point, thence extending North 65 degrees 40 minutes East continuing along said Lot 75 feet to a point, thence extending South 24 degrees 20 minutes East along Lot No. 51 on Plan of Trianon 24.89 feet to a point, thence extending North 65 degrees 40 minutes East along the new lot line through Lot 51 on Plan of Trianon 70 feet to a point, thence extending South 24 degrees 20 minutes East along Lot No. 50 on Plan of Trianon 80.84 feet to a point, thence extending North 65 degrees 40 minutes East continuing along said Lot 119.65 feet to a point, thence extending South 1 degrees 28 minutes 5 seconds West along Lots 54 and 55 on Plan of Trianon 172.23 feet to a point in the bed of said 20 feet wide sanitary sewer easement, thence extending South 79 degrees 13 minutes 46 seconds West 98.36 feet to a point, thence extending South 22 degrees 2 minutes East along Lot 57 and active Open Space on Plan of Trianon recrossing said easement 246.19 feet to a point in the center line of Ithan Avenue aforesaid, thence extending South 67 degrees 11 minutes West along the same 364.79 feet to the first mentioned point and place of BEGINNING.

BEING Lot No. 58 on said Plan (also shown on the Plan as Lot 1) and the Southeasterly 10 feet of Lot No. 51 on Trianon Plan.

PREMISES D

ALL THAT CERTAIN lot or piece of ground, Situate in Radnor Township, Delaware County, Pennsylvania, bounded and described according to Plan of Trianon made for Kazanjian Builders, Inc. by Momenee-King Associates, Consulting Engineers, Ardmore, Pennsylvania dated 10-22-84 last revised 02-19-85 in Plan Case 14, Page 226 as follows, to wit:

BEGINNING at a point in the center of Trianon Lane (60 feet wide) measured the two following courses and distances along the same from the center line of Chalous Lane (if extended) (60 feet wide) (1) North 70 degrees 50 minutes East 105.42 feet to a point of curve and (2) Northeastwardly on the arc of a circle curving to the left having a radius of 175 feet the arc distance of 135.01 feet, the point and place of beginning, thence extending Northwardly along the center of Trianon Lane on the arc of a circle curving to the left having a radius of 175 feet the arc distance of 57.73 feet to a point, thence along Lot 58 on said plan the two following courses and distances (1) South 82 degrees 16 minutes East 180 feet to a

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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point and (2) South 19 degrees 2 minutes 43 seconds West 116.01 feet to a point; thence extending North 63 degrees 22 minutes West along open space "A" on said Plan 176.18 feet to the first mentioned point and place of BEGINNING.

BEING Lot No. 1 on the above mentioned Plan.

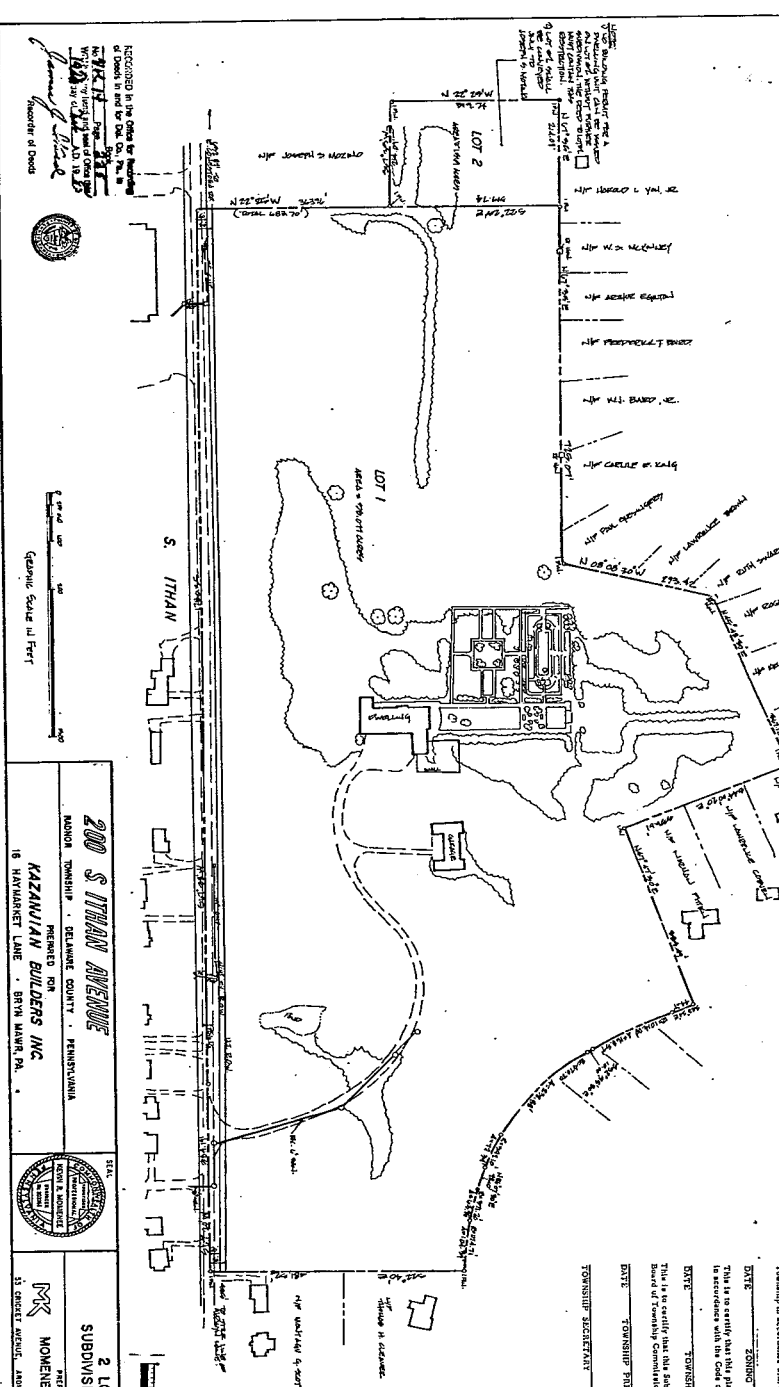
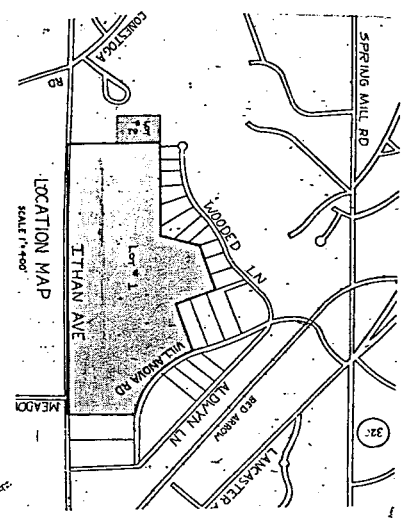
BEING FOLIO NOS. 36-04-02700-51 (Lot 52), 36-04-02220-79 (Lot 57), 36-04-02344-00 (Lot 1) and 36-04-02700-03 (Lot 58)

BEING the same premises which Jerald S. Batoff, individually, by Deed dated 05/07/2013 and recorded 05/10/2013 in Delaware County at Record Book 5322 Page 1780, granted and conveyed unto Julie Charbonneau, individually, in fee.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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200 S ITHAM AVENUE
 PREPARED FOR
 KAZANJIAN BUILDERS INC
 18 VAN WAGENET LANE • BETH LEVINE, PA.



2 LOT
 SUBDIVISION PLAN
 PREPARED BY
 MOMENI-KING ASSOCIATES
 11 CROFT AVENUE, LANCASTER, PA. 17601
 TEL: 717-397-1000

Notes:

1. Owner to provide all utility lines and easements.
2. All utility lines to be shown on this plan.
3. All utility lines to be shown on this plan.
4. All utility lines to be shown on this plan.
5. All utility lines to be shown on this plan.
6. All utility lines to be shown on this plan.

COMMONWEALTH OF PENNSYLVANIA
 COUNTY OF DELAWARE, INC. RESOR INC.
 ON THIS 15TH DAY OF APRIL 2008, I, JAMES S. BICKEL, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE SUBDIVISION PLAN FOR THE 2 LOT SUBDIVISION AT 200 S ITHAM AVENUE, BETH LEVINE, PA., PREPARED BY MOMENI-KING ASSOCIATES, IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE PENNSYLVANIA PROFESSIONAL LAND SURVEYING ACT AND THE REGULATIONS THEREUNDER. I HAVE HERETOFORE SEEN AND APPROVED THE SAID PLAN AND THE INFORMATION CONTAINED THEREON AND I HAVE HERETOFORE SEEN AND APPROVED THE SAID PLAN AND THE INFORMATION CONTAINED THEREON AND I HAVE HERETOFORE SEEN AND APPROVED THE SAID PLAN AND THE INFORMATION CONTAINED THEREON.

JAMES S. BICKEL
 PROFESSIONAL LAND SURVEYOR
 No. 12345
 State of Delaware

DATE: APRIL 15, 2008

TOWNSHIP SECRETARY: _____

TOWNSHIP ENGINEER: _____

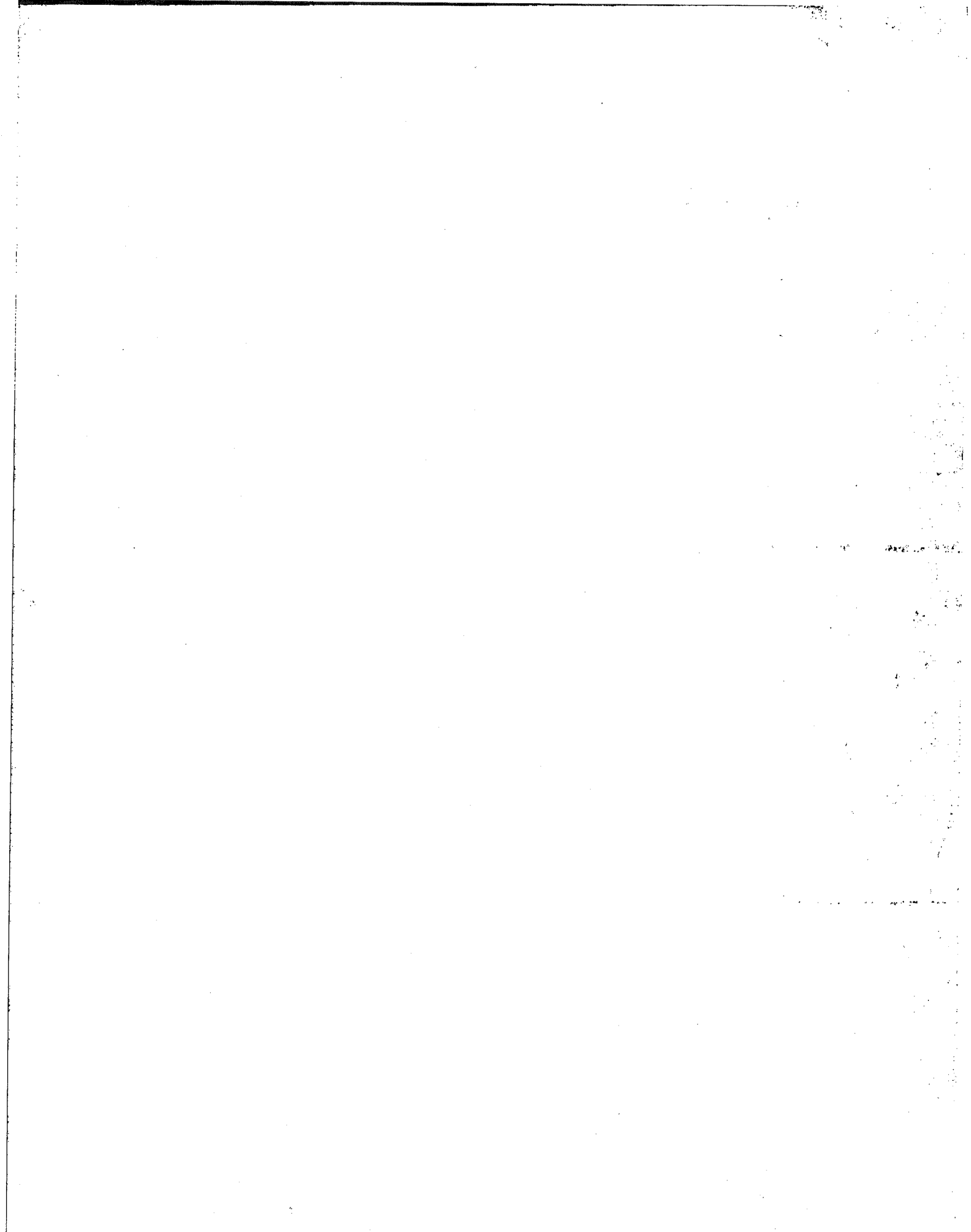
TOWNSHIP FINISHER: _____

Plan 14 pg. 225

NOTES AND CONDITIONS AS SHOWN ON PLAN OF TRIANON RECORDED IN
PLAN CASE 14 PAGE 226.

Notes:

1. Outline from Survey by Hopkins and Scott Inc. dated ~~May 30, 1984~~ from plan, "Map of Property for Kazanjian Builders"
2. Open space to be owned by the Home Owners Association.
3. Proposed Concrete Monuments-(unless otherwise noted are existing)(□)
4. All lots to be pinned.
5. All proposed Roads to be offered for dedication.
6. The following lots shall be encumbered by rights and easements.
2, 3, 20, 21, 23
35, 36, 42, 43, 44
45, 46, 47, 48, 53,
54, 55, 57, 58.
7. STREET SIGNS WILL BE PROVIDED IN ACCORDANCE WITH ART. 120-69.
8. Radius granite curbs shall be provided at all radii of 41 feet or less.
9. All fire hydrants are located no further than 3 ft. from the curb face.
10. Lot # 58 cannot be further subdivided without the approval of the Radnor Township Board of Commissioners.



CURVE TABLE

NUMBER	CD	R	L
C1	N 13°22'26" E	175.00	40.65
C2	N 47°18'33" E	175.00	74.12
C3	N 31°28'51" W	150.00	21.70
C4	N 69°04'18" W	180.00	168.86
C5	N 69°30'53" E	148.18	83.90
C6	S 69°40'22" E	148.18	100.62

RECORDED in the Office for Recording of Deeds in and for Del. Co., Pa., in Book 279

No. 17 Page 17
 WITNESS my hand and seal of Office this 17 day of July A.D. 19 2001

Thomas J. Jurgels

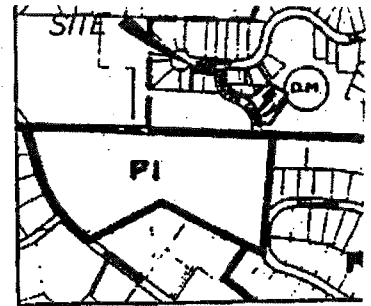


NOTICE PV 211278

AREA 20,000 S.F. MIN.
 LOT WIDTH 100' AT BUILDING LINE
 BUILDING AREA 18% MAXIMUM
 FRONT YARD 40' MINIMUM
 (FRONT YARD TO BE ON EACH STREET ON WHICH THE LOT ADJUTS)
 SIDE YARD 20' MINIMUM
 REAR YARD 45' AGGREGATE (FOR DWELLING ONLY)
 IMPERVIOUS 40' MINIMUM 30% MAXIMUM

ZONING DATA (LOTS 1, 2, & 3)

DENSITY MODIFICATION
 FRONT YARD 35' MINIMUM (FROM CURB LINE)
 REAR YARD 40' MINIMUM
 BUILDING SEPARATION 40' MINIMUM

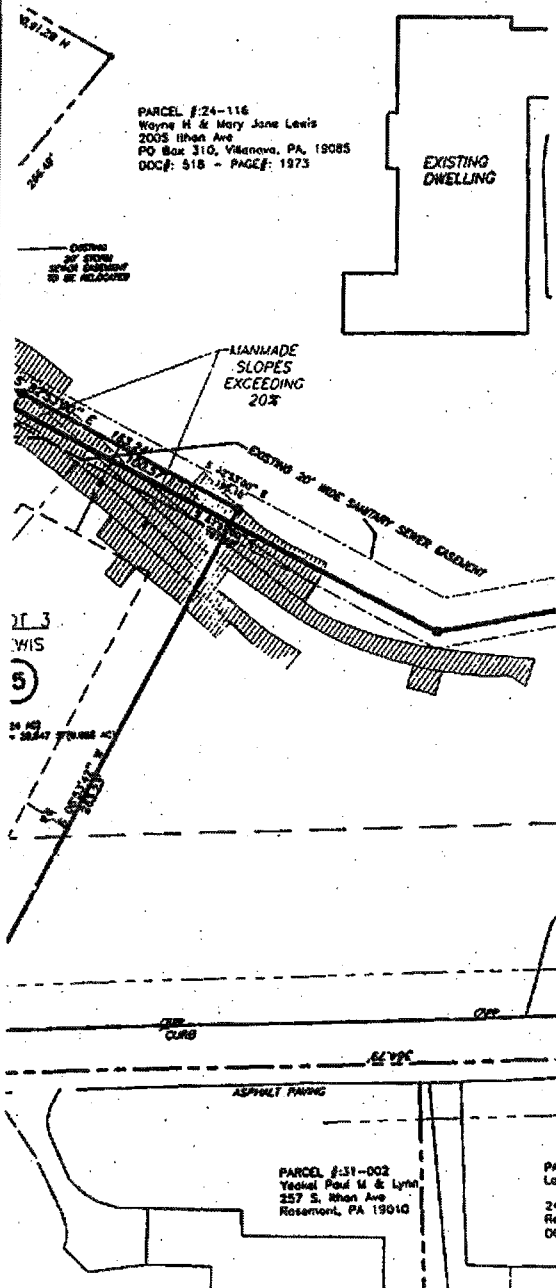


LOCATION MAP
 SCALE 1" = 50'

TRACT AREA: (COMBINED LOTS 2, 3, & 4 OF THE TRIANON SUBDIVISION PLUS LOTS 2 AND 3 OF THE LEWIS SUBDIVISION): 108,711 SF, 2.4957 AC

GENERAL NOTES

- OWNER:
 WAYNE H. LEWIS
 200 SOUTH ITHAN AVENUE
 VILLANOVA, PA 19085
 PHONE: 610-527-7600
- BOUNDARY AND TOPOGRAPHY FROM PLANS THE FOLLOWING SOURCES:
 a. PLANS FOR TRIANON PREPARED BY MOMENEE-KING ASSOCIATES, BRYN MAWR, PA DATED NOVEMBER 16, 1984, LAST REVISED 2/22/89.
 b. 3 LOT MINOR/FINAL SUBDIVISION FOR 200' SOUTH ITHAN AVENUE PREPARED FOR WAYNE LEWIS BY MOMENEE AND ASSOCIATES INC. DATED JUNE 14, 1999, LAST REVISED 10/18/99.
- TREE DATA AND INFORMATION TAKEN FROM A FIELD SURVEY BY MOMENEE SURVEY GROUP, INC. TITLED: SURVEY PLAN OF LOT 58 TRIANON DATED JANUARY 14, 1999. (JOB No. 99-188)
- THE INTENT OF THE PLAN IS TO RECONFIGURE THE LOT LINES OF LOTS 2, 3, & 4 OF THE TRIANON SUBDIVISION PLUS LOTS 2 AND 3 OF THE LEWIS SUBDIVISION. LOTS 2, 3, & 4 OF THE TRIANON SUBDIVISION WERE CREATED AS PART OF THE DENSITY MODIFICATION PROVISIONS OF THE TOWNSHIP ZONING CODE. LOTS 2 AND 3 OF THE LEWIS SUBDIVISION WERE CREATED IN CONFORMANCE WITH THE CONVENTIONAL PROVISIONS OF THE R-2 ZONING DISTRICT.
- A COMMON STORMWATER MANAGEMENT BASIN WAS DESIGNED TO ACCOMMODATE DEVELOPMENT ON LOTS 2, 3, & 4 OF THE TRIANON SUBDIVISION. INDIVIDUAL STORMWATER MANAGEMENT DETENTION SYSTEMS WERE PROPOSED TO BE CONSTRUCTED AS PART OF THE DEVELOPMENT OF LOTS 2 AND 3 OF THE LEWIS SUBDIVISION. THEREFORE NEW LOTS 1, 2, & 3 WILL BE CONTROLLED BY THE COMMON BASIN AND LOTS 4 AND 5 REQUIRE INDIVIDUAL ON-LOT SYSTEMS. EACH SYSTEM WILL BE OWNED AND MAINTAINED BY THE INDIVIDUAL HOME OWNERS.
- PUBLIC SANITARY SEWER SERVICE AND PUBLIC DOMESTIC WATER SERVICE IS PROPOSED FOR ALL LOTS. LOTS 4 AND 5 WILL REQUIRE INDIVIDUAL GRINDER PUMPS TO ACCESS THE PUBLIC SEWER.
- SOIL INFORMATION TAKEN FROM THE SOIL SURVEY FOR CHESTER AND DELAWARE COUNTIES PREPARED BY THE UNITED STATE DEPARTMENT OF AGRICULTURE.
- FLOOD PLAIN LIMIT TAKEN FROM THE FLOOD INSURANCE STUDY FOR THE TOWNSHIP OF RADNOR PUBLISHED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, FEDERAL INSURANCE ADMINISTRATION.
- INDIVIDUAL GRADING PERMITS WILL BE REQUIRED AT THE TIME OF CONSTRUCTION FOR ALL OF THESE LOTS. PLANS SHALL SHOW TREE COMPENSATION AND BE REVIEWED BY THE SHADE TREE COMMISSION.
- THE MAXIMUM NUMBER OF DWELLING UNITS PERMITTED ON LOT #58 IS 4.



STATE OF PENNSYLVANIA
 COUNTY OF DELAWARE SS

36-09-02098-48
 36-04-02098-49
 36-04-02220-79
 36-04-02344-00
 36-04-02700-00

ON THIS THE 17th DAY OF JULY, 2001
 BEFORE ME THE UNDERSIGNED OFFICER PERSONALLY
 APPEARED MR WAYNE H. LEWIS WHO BEING DULY
 SWORN ACCORDING TO LAW, DEPOSES AND SAYS THAT
 HE IS THE OWNER OR LEGITIMATE OWNER OF THE
 PROPERTY SHOWN ON THIS PLAN THAT THE SUBDIVISION
 PLAN THEREOF WAS MADE AT HIS DIRECTION AND THAT HE
 ACKNOWLEDGES THE SAME TO BE HIS ACT AND PLAN AND
 DESIRES THE SAME TO BE RECORDED AS SUCH ACCORDING
 TO LAW.

WITNESS MY HAND AND SEAL THE DAY AND DATE
 ABOVE WRITTEN.
Wayne H. Lewis
 (OWNER OR PERSONAL)
Thomas J. Jurgels
 COUNTY PUBLIC OR OTHER OFFICER

MY COMMISSION EXPIRES
 EDWARD O. SWEENEY / History Public
 Radnor Twp., Delaware Co.
 My Commission Expires June 5, 2004

RECORD PLAN

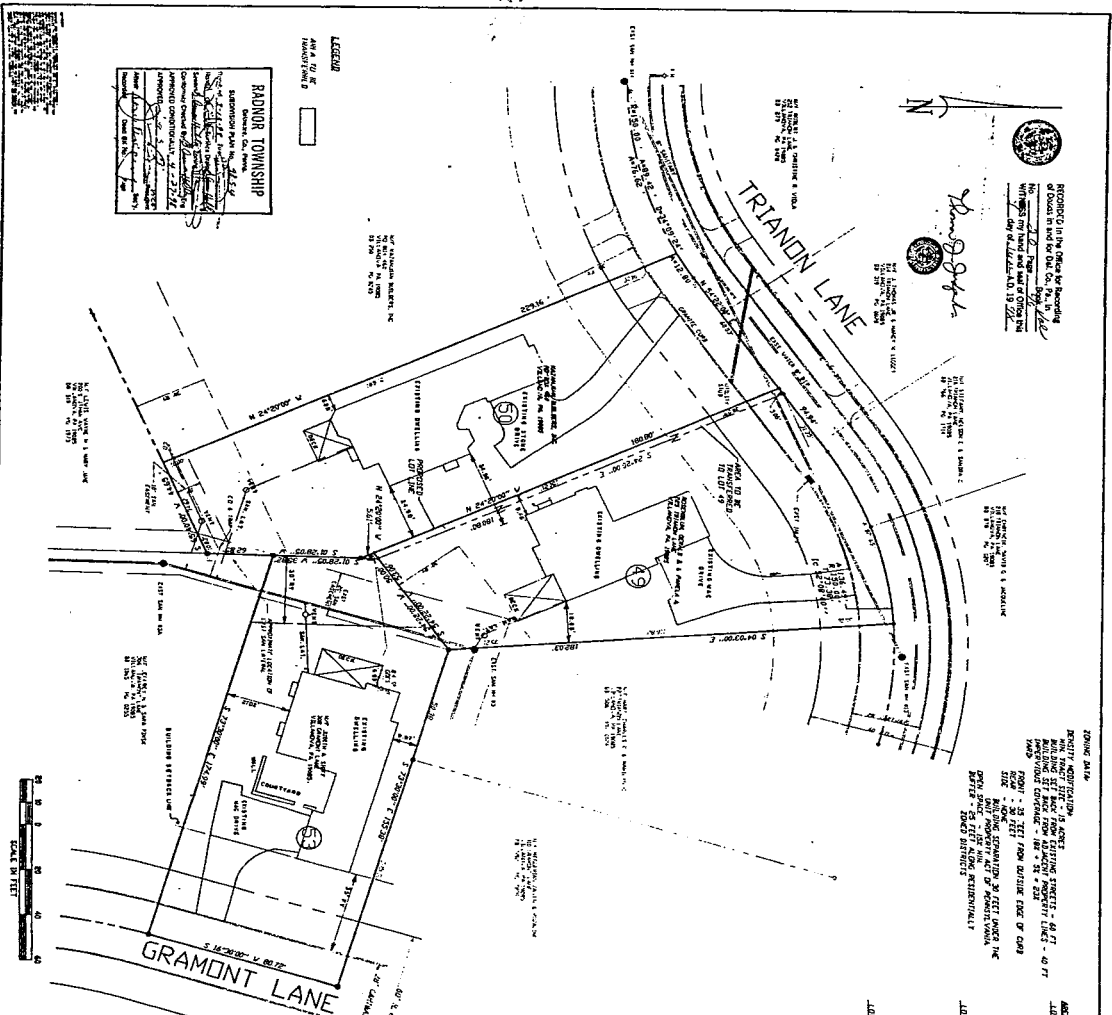
- LOT LINE CHANGE PLAN FOR FIVE LOTS AT TRIANON

1) 11/21/00 OK

REVISIONS
 DATE: JUNE 1



SHEET



RECORDED in the Office of Recording of Deeds in and for the County of Madison, Wisconsin, on this 17th day of August, 1998, at 10:00 AM.

Handwritten signature

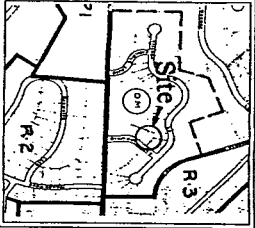
RADNOR TOWNSHIP
 SUPERVISOR
 JOHN J. ...
 ...



Plan 20 pg 40

DEED DATA
 ...
 ...

LOT NO.	EXISTING AREA	PROPOSED AREA	NET AREA
LOT 1A	14,825 SF	14,825 SF	14,825 SF
LOT 1B	14,825 SF	14,825 SF	14,825 SF
LOT 1C	14,825 SF	14,825 SF	14,825 SF
LOT 1D	14,825 SF	14,825 SF	14,825 SF
LOT 1E	14,825 SF	14,825 SF	14,825 SF
LOT 1F	14,825 SF	14,825 SF	14,825 SF
LOT 1G	14,825 SF	14,825 SF	14,825 SF
LOT 1H	14,825 SF	14,825 SF	14,825 SF
LOT 1I	14,825 SF	14,825 SF	14,825 SF
LOT 1J	14,825 SF	14,825 SF	14,825 SF
LOT 1K	14,825 SF	14,825 SF	14,825 SF
LOT 1L	14,825 SF	14,825 SF	14,825 SF
LOT 1M	14,825 SF	14,825 SF	14,825 SF
LOT 1N	14,825 SF	14,825 SF	14,825 SF
LOT 1O	14,825 SF	14,825 SF	14,825 SF
LOT 1P	14,825 SF	14,825 SF	14,825 SF
LOT 1Q	14,825 SF	14,825 SF	14,825 SF
LOT 1R	14,825 SF	14,825 SF	14,825 SF
LOT 1S	14,825 SF	14,825 SF	14,825 SF
LOT 1T	14,825 SF	14,825 SF	14,825 SF
LOT 1U	14,825 SF	14,825 SF	14,825 SF
LOT 1V	14,825 SF	14,825 SF	14,825 SF
LOT 1W	14,825 SF	14,825 SF	14,825 SF
LOT 1X	14,825 SF	14,825 SF	14,825 SF
LOT 1Y	14,825 SF	14,825 SF	14,825 SF
LOT 1Z	14,825 SF	14,825 SF	14,825 SF



APPROVED BY THE BOARD OF COUNTY PLANNING COMMISSIONERS
 DATE: 8/16/98
 ...

ASBUILT PLAN PREPARED BY:
 REGISTERED SURVEYORS
 DATED: 4-3-98

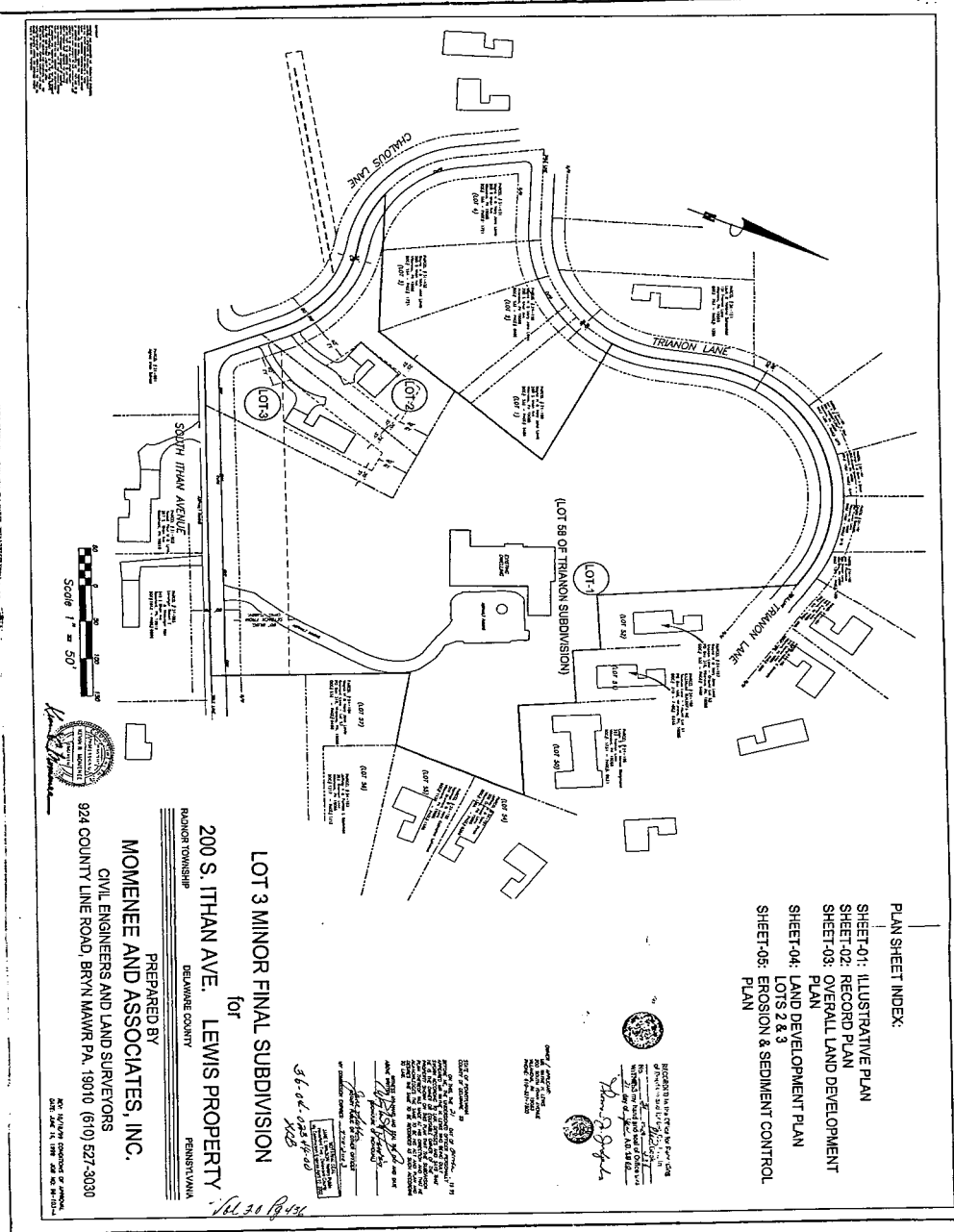
LOT LINE CHANGE
 LOTS 30, 31 & 49 IN TRIANNON
 ...
 ...

Handwritten notes:
 F-30-01-0700-08
 F-30-01-0700-09
 F-30-01-0700-10

STATE OF WISCONSIN
 ...
 ...

1003 599

Plan 20 pg. 436



- PLAN SHEET INDEX:
- SHEET-01: ILLUSTRATIVE PLAN
 - SHEET-02: RECORD PLAN
 - SHEET-03: OVERALL LAND DEVELOPMENT PLAN
 - SHEET-04: LAND DEVELOPMENT PLAN
 - SHEET-05: EROSION & SEDIMENT CONTROL PLAN

LOT 3 MINOR FINAL SUBDIVISION
 for
200 S. ITHAN AVE. LEWIS PROPERTY
 RANGER TOWNSHIP
 DELAWARE COUNTY
 PENNSYLVANIA

PREPARED BY
MOMENEE AND ASSOCIATES, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS
 924 COUNTY LINE ROAD, BRYN MAWR PA. 19010 (610) 527-3030

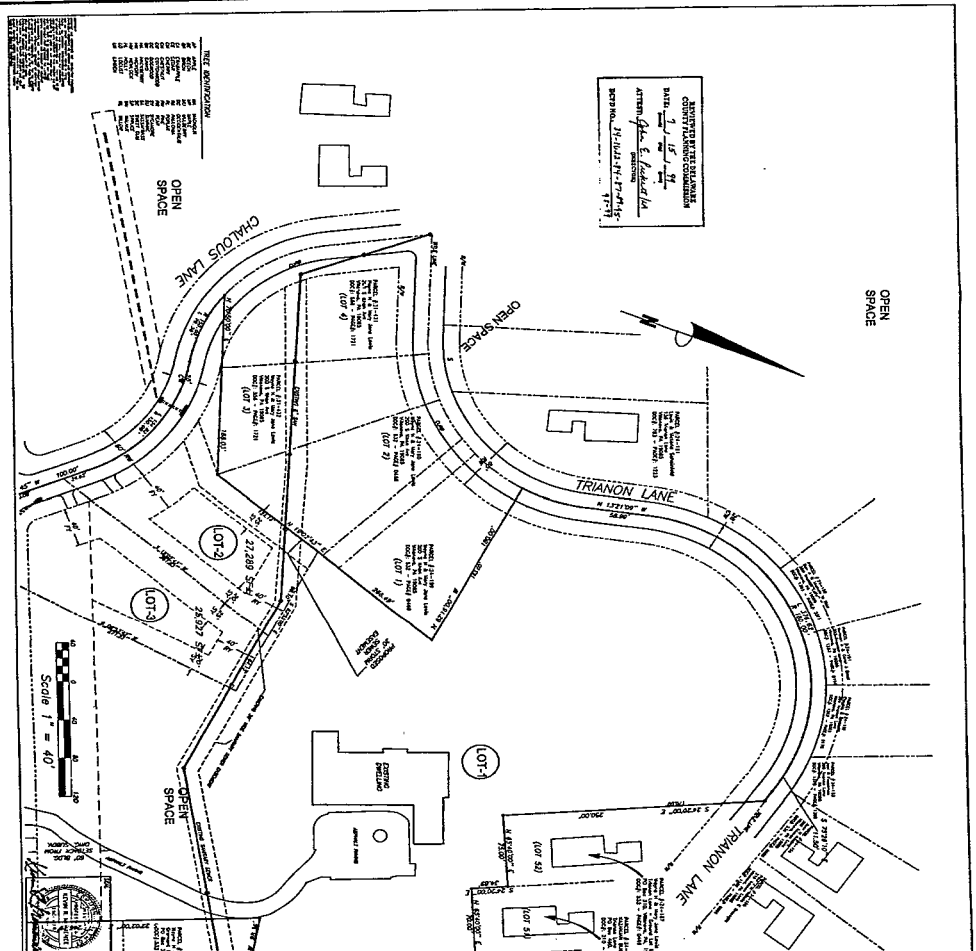


DATE: APR. 11, 1999

36-04-002-1-00

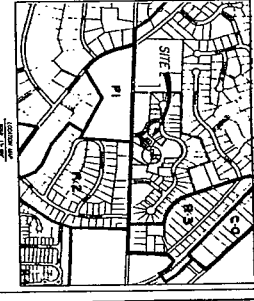
16.30 R-14

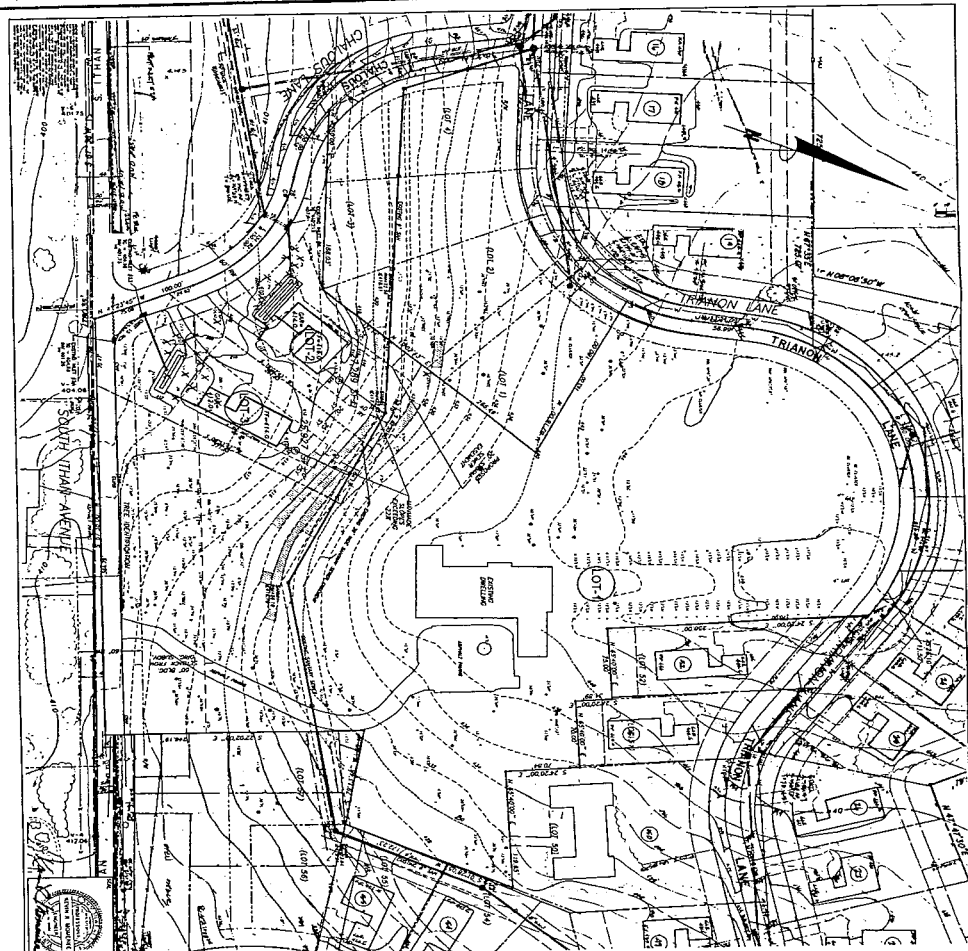
COUNTY OF WATKINS, OREGON
 DATE: 1st 21
 ATTORNEY: John E. Pickett
 RECORD NO. 41022-17-174



RECORD PLAN
 200 S. FRANK AVE., LEWIS PROPERTY
 LOT 3 SUBDIVISION
 HUNDELT AND ASSOCIATES, INC.
 1777 N. W. 22nd Ave., Portland, Oregon 97229
 1987-11-15

GENERAL NOTES
 1. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE COUNTY OF WATKINS, OREGON.
 2. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE COUNTY OF WATKINS, OREGON.
 3. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE COUNTY OF WATKINS, OREGON.
 4. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE COUNTY OF WATKINS, OREGON.
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 7. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE COUNTY OF WATKINS, OREGON.
 8. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE COUNTY OF WATKINS, OREGON.
 9. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE COUNTY OF WATKINS, OREGON.
 10. THE PROPERTY SHOWN ON THIS PLAN IS THE PROPERTY OF THE COUNTY OF WATKINS, OREGON.





THE ENGINEER'S SEAL
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF CALIFORNIA
 No. 12345
 Date: 1/1/2000

THE ARCHITECT'S SEAL
 REGISTERED ARCHITECT
 STATE OF CALIFORNIA
 No. 67890
 Date: 1/1/2000

NOTES:
 1. THIS PLAN SHOWS THE PROPOSED LAYOUT OF THE PROJECT AS SUBMITTED TO THE CITY OF SAN JOSE FOR REVIEW AND APPROVAL.
 2. THE CITY OF SAN JOSE HAS REVIEWED THIS PLAN AND HAS ISSUED A PERMIT TO CONSTRUCT FOR THE PROJECT.
 3. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF SAN JOSE PERMIT AND ALL APPLICABLE REGULATIONS.
 4. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF SAN JOSE PERMIT AND ALL APPLICABLE REGULATIONS.
 5. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF SAN JOSE PERMIT AND ALL APPLICABLE REGULATIONS.
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 9. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF SAN JOSE PERMIT AND ALL APPLICABLE REGULATIONS.
 10. THE PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF SAN JOSE PERMIT AND ALL APPLICABLE REGULATIONS.

LEGEND

1" = 10'	1" = 10'	1" = 10'	1" = 10'
2" = 10'	2" = 10'	2" = 10'	2" = 10'
3" = 10'	3" = 10'	3" = 10'	3" = 10'
4" = 10'	4" = 10'	4" = 10'	4" = 10'
5" = 10'	5" = 10'	5" = 10'	5" = 10'
6" = 10'	6" = 10'	6" = 10'	6" = 10'
7" = 10'	7" = 10'	7" = 10'	7" = 10'
8" = 10'	8" = 10'	8" = 10'	8" = 10'
9" = 10'	9" = 10'	9" = 10'	9" = 10'
10" = 10'	10" = 10'	10" = 10'	10" = 10'

Scale 1" = 40'

SEE SHEET 4 OF 5 FOR DETAILED GRADING FOR LOTS 2 & 3

OVERALL LAND DEVELOPMENT PLAN

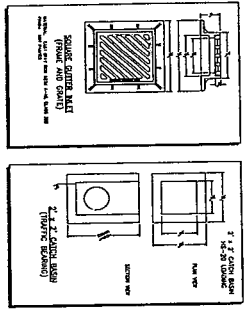
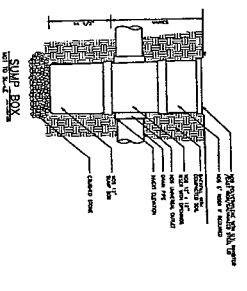
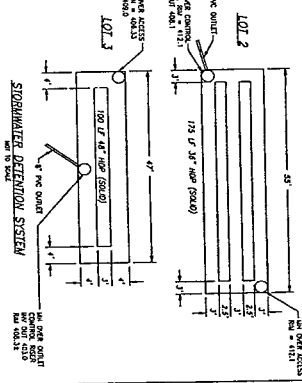
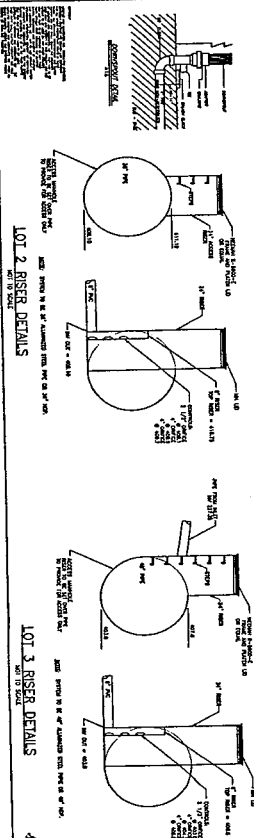
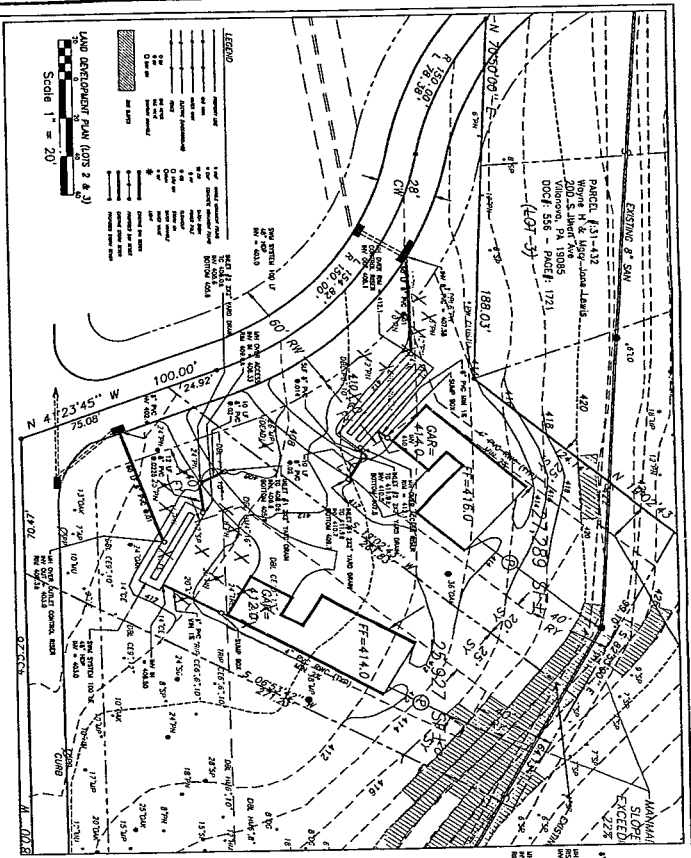
200 S. MAIN AVE., LENS ROSSIGNY
LOT 3 BROWN HILL SUBDIVISION

MOORE AND ASSOCIATES, INC.
 201 COUNTY LANE, SUITE 200, SAN JOSE, CA 95128 (415) 357-2300

DATE: 1/1/2000

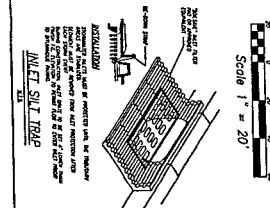
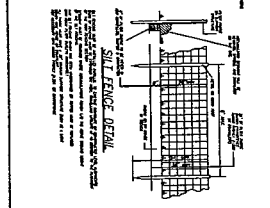
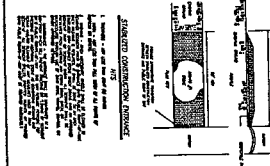
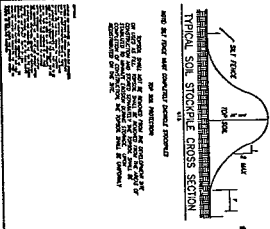
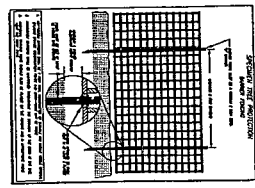
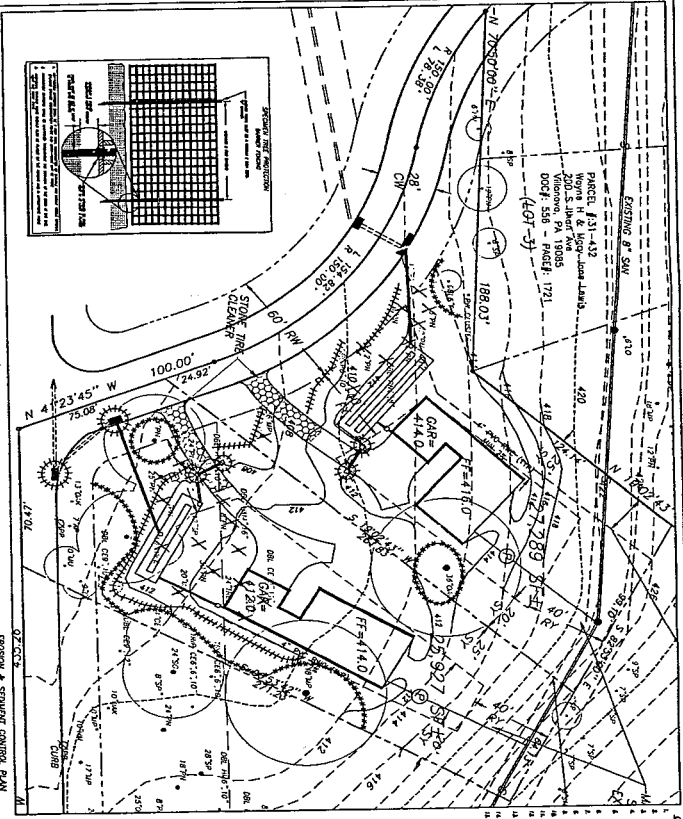
PROJECT: 200 S. MAIN AVE., LENS ROSSIGNY

SHEET 2 OF 5



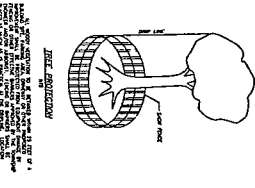
LAND DEVELOPMENT PLAN (LOTS 2 & 3)
200 S. MAIN AVE., EIMS PROPERTY
LAND DEVELOPMENT PLAN
MOUNIER AND ASSOCIATES, INC.
615 SOUTH LEE ROAD, SUITE 100, WINDY HILLS, IN 47583
TEL: (317) 537-3300
FAX: (317) 537-3301

PART 121-432
 200 S. MAIN AVE.
 YORK, PA 17403
 0007.538 - 76687.1721
 (407-5)



GENERAL NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
3. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
5. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
6. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS THROUGHOUT THE PROJECT.
7. ALL DIMENSIONS AND BEARINGS SHALL BE AS SHOWN ON THESE DRAWINGS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY UTILITIES RECORDS.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND STANDARDS.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ADJACENT PROPERTY NOTICES.
11. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
12. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
13. ALL CONSTRUCTION SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
15. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
16. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS THROUGHOUT THE PROJECT.
17. ALL DIMENSIONS AND BEARINGS SHALL BE AS SHOWN ON THESE DRAWINGS.
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19. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF ALL APPLICABLE CODES AND STANDARDS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY ADJACENT PROPERTY NOTICES.



GENERAL NOTES:

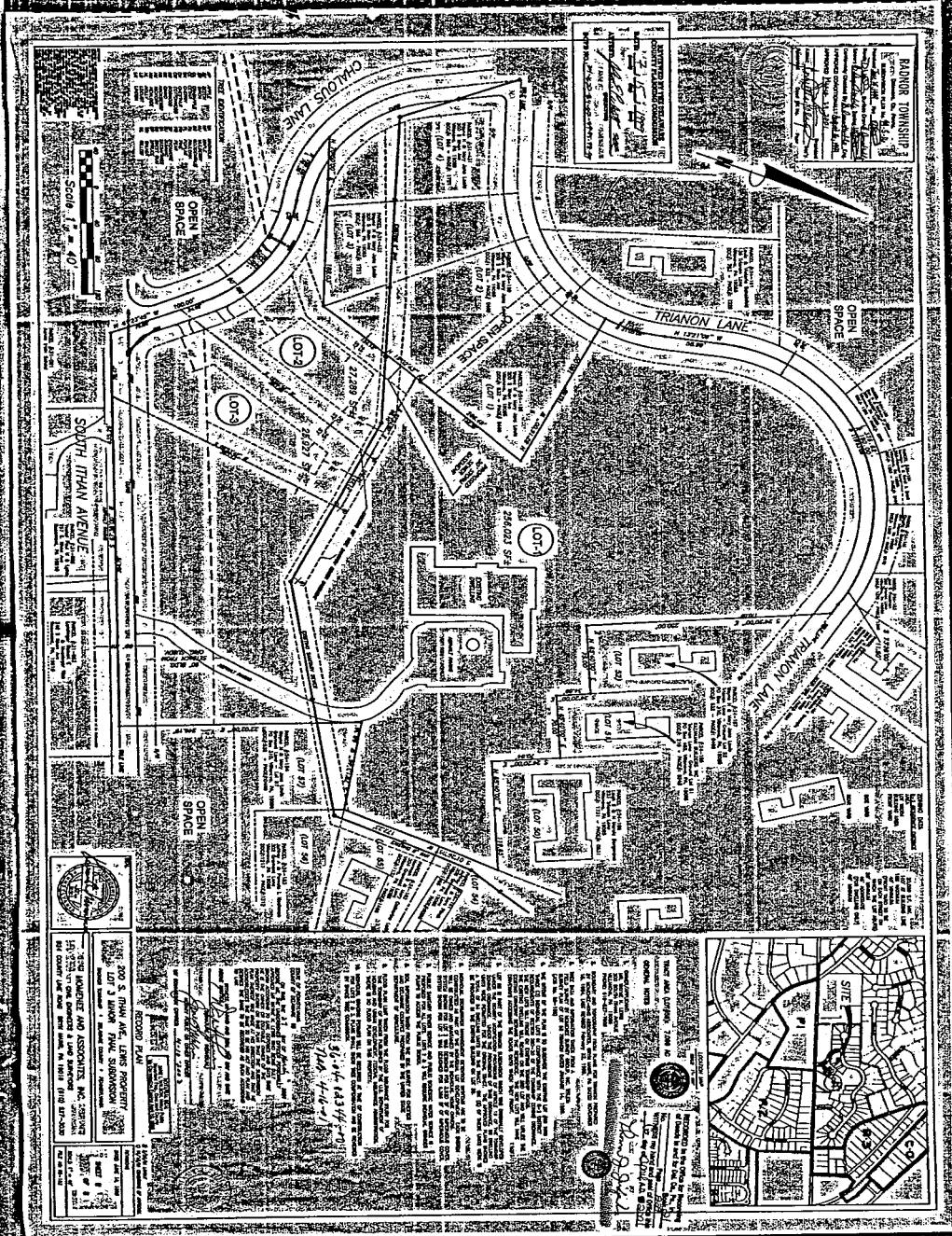
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ENGINEER & SURVEYOR CONTROL PLAN

200 S. MAIN AVE., LEANS PROPERTIES
 LOT 3, MAJOR PAUL SHEDDENSON
 MANAGER AND ASSOCIATES, INC.
 ONE ROBERTS & LIND BLVD., SUITE 100, YORK, PA 17403

DATE: 07/27/22

SHEET 1 OF 1

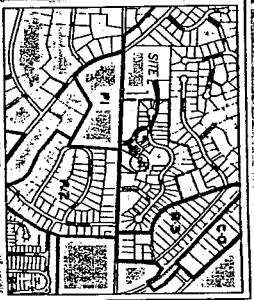


200 S. TRIANON AVE. LOTS PROJECT
 LOT 1 & 2
 JOHN K. ROBERTS AND ASSOCIATES, INC., ARCHITECTS
 1001 SOUTH TRIANON AVENUE, SUITE 100, WASHINGTON, D.C. 20004
 PREPARED FOR: [Signature]

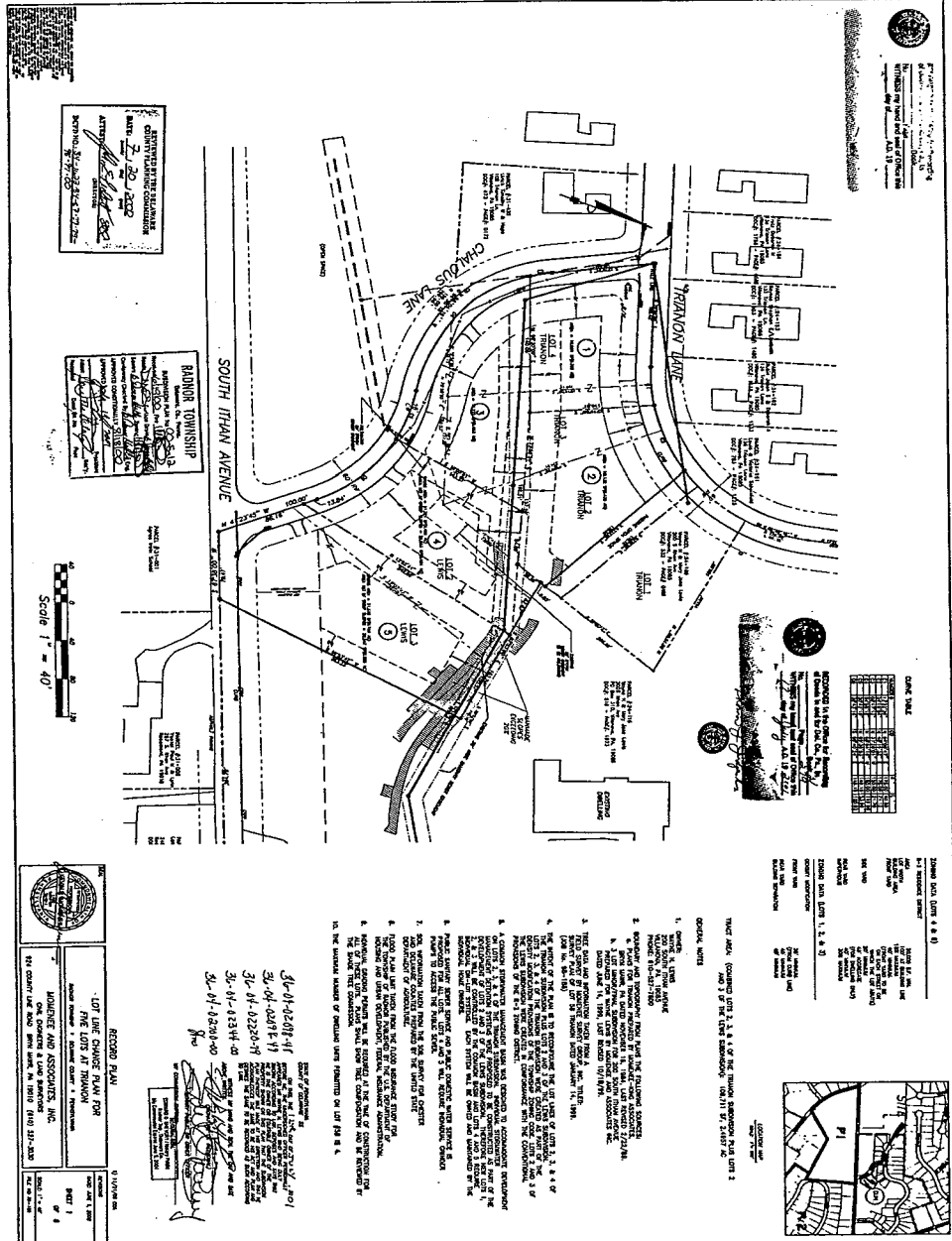
RECORD PLAN

THIS PLAN IS THE PROPERTY OF JOHN K. ROBERTS AND ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON, NOR FOR THE CONSEQUENCES OF ANY RELIANCE THEREON. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE BUILDING AND THE PREPARATION OF THE ARCHITECTURAL DRAWINGS. THE ARCHITECT DOES NOT GUARANTEE THE ACCURACY OF THE SURVEYING DATA OR THE LEGAL DESCRIPTION OF THE PROPERTY. THE ARCHITECT DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED HEREON, NOR FOR THE CONSEQUENCES OF ANY RELIANCE THEREON. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN OF THE BUILDING AND THE PREPARATION OF THE ARCHITECTURAL DRAWINGS.

DATE: 12/16/1999
 DRAWN BY: [Signature]



Vol 21 R 279



ADMITTED TO THE RECORDS
 DATE: 7-20-2009
 ATTEST: [Signature]
 COUNTY CLERK

RANDOLPH TOWNSHIP
 SUPERVISOR: [Signature]
 ATTORNEY: [Signature]



DATE: 7-20-2009

LOT	AREA (SQ. FT.)	AREA (AC.)
1	10,000	0.23
2	10,000	0.23
3	10,000	0.23
4	10,000	0.23

20080801 001 1.0 1.0 1.0 1.0

LOT	AREA (SQ. FT.)	AREA (AC.)
1	10,000	0.23
2	10,000	0.23
3	10,000	0.23
4	10,000	0.23



1. THE SURVEY IS CORRECT AND ACCURATE AND THE BOUNDARIES ARE CORRECTLY SHOWN.
2. THE SURVEY IS CORRECT AND ACCURATE AND THE BOUNDARIES ARE CORRECTLY SHOWN.
3. THE SURVEY IS CORRECT AND ACCURATE AND THE BOUNDARIES ARE CORRECTLY SHOWN.
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9. THE SURVEY IS CORRECT AND ACCURATE AND THE BOUNDARIES ARE CORRECTLY SHOWN.
10. THE SURVEY IS CORRECT AND ACCURATE AND THE BOUNDARIES ARE CORRECTLY SHOWN.

RECORD DATA

LOT LINE CHANGE PLAN FOR THE LOTS AT THANON

MUNDIE AND ASSOCIATES, INC.
 ONE COOPER & LIND BLDG.
 1100 11TH ST. SW
 DENVER, CO 80202

DATE: 7-20-2009

36-01-0281-41
 36-01-0281-41
 36-01-0281-41
 36-01-0281-41

[Signature]

Plan 21 pg. 279

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Vol 21 R 279

LEGEND

1/8" = 1'-0"	2'-0"	4'-0"	6'-0"	8'-0"	10'-0"	12'-0"	14'-0"	16'-0"	18'-0"	20'-0"
1/4" = 1'-0"	3'-0"	6'-0"	9'-0"	12'-0"	15'-0"	18'-0"	21'-0"	24'-0"	27'-0"	30'-0"
1/2" = 1'-0"	6'-0"	12'-0"	18'-0"	24'-0"	30'-0"	36'-0"	42'-0"	48'-0"	54'-0"	60'-0"
3/4" = 1'-0"	9'-0"	18'-0"	27'-0"	36'-0"	45'-0"	54'-0"	63'-0"	72'-0"	81'-0"	90'-0"
1" = 1'-0"	12'-0"	24'-0"	36'-0"	48'-0"	60'-0"	72'-0"	84'-0"	96'-0"	108'-0"	120'-0"

THE CONTINGENT

PLANNING

AND

ENGINEERING

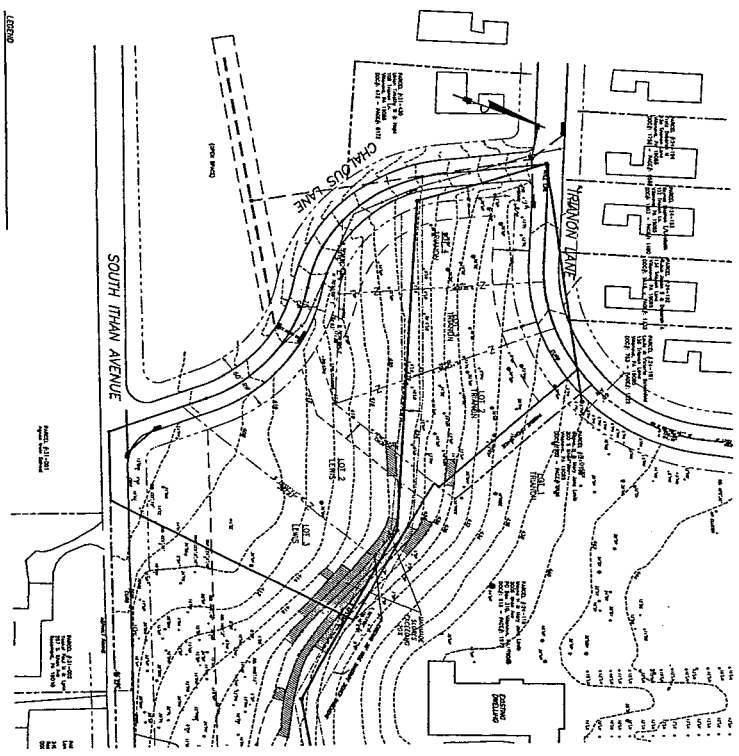
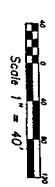
COMPANY

INCORPORATED

1000 W. 10TH AVENUE

MINNEAPOLIS, MINN.

55408



EXISTING CONDITIONS/CONSERVATION PLAN

LOT 16, CITY OF MINNEAPOLIS

REDEVELOPMENT AND CONSERVATION

PLANNING AND ENGINEERING COMPANY, INC.

245 COLLETT PARK DRIVE, MINNEAPOLIS, MN 55408

DATE: 12/15/09

BY: [Signature]

OWNER: [Name]

PROJECT: [Name]

DATE: [Date]

SCALE: 1" = 40'

PROJECT NO: [Number]

DATE PLOTTED: [Date]

PLANNING AND ENGINEERING COMPANY, INC.

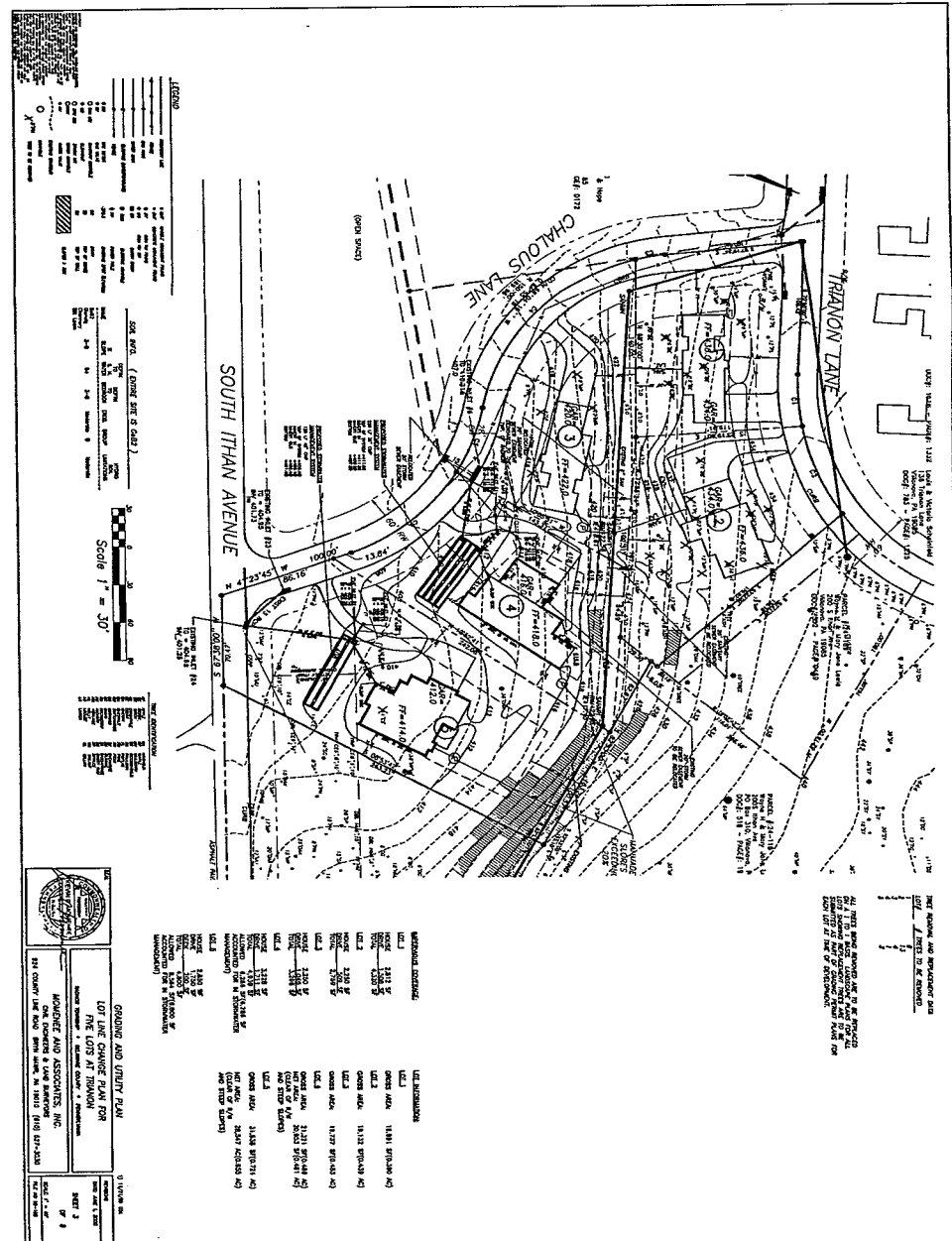
1000 W. 10TH AVENUE

MINNEAPOLIS, MN 55408

TEL: 612-338-3333

FAX: 612-338-3334

WWW: WWW.PECCOMPA.COM

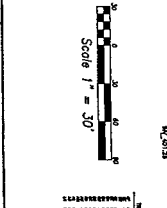


LEGEND

[Symbol]	EXISTING ROAD
[Symbol]	PROPOSED ROAD
[Symbol]	EXISTING UTILITY LINE
[Symbol]	PROPOSED UTILITY LINE
[Symbol]	EXISTING CURB
[Symbol]	PROPOSED CURB
[Symbol]	EXISTING SIDEWALK
[Symbol]	PROPOSED SIDEWALK
[Symbol]	EXISTING DRIVEWAY
[Symbol]	PROPOSED DRIVEWAY
[Symbol]	EXISTING EASEMENT
[Symbol]	PROPOSED EASEMENT
[Symbol]	EXISTING LOT
[Symbol]	PROPOSED LOT
[Symbol]	EXISTING BOUNDARY
[Symbol]	PROPOSED BOUNDARY
[Symbol]	EXISTING PROPERTY LINE
[Symbol]	PROPOSED PROPERTY LINE
[Symbol]	EXISTING CENTERLINE
[Symbol]	PROPOSED CENTERLINE
[Symbol]	EXISTING RIGHT-OF-WAY
[Symbol]	PROPOSED RIGHT-OF-WAY
[Symbol]	EXISTING ZONING
[Symbol]	PROPOSED ZONING
[Symbol]	EXISTING DISTRICT
[Symbol]	PROPOSED DISTRICT
[Symbol]	EXISTING CITY BLOCK
[Symbol]	PROPOSED CITY BLOCK
[Symbol]	EXISTING NEIGHBORHOOD
[Symbol]	PROPOSED NEIGHBORHOOD
[Symbol]	EXISTING TOWN
[Symbol]	PROPOSED TOWN
[Symbol]	EXISTING COUNTY
[Symbol]	PROPOSED COUNTY
[Symbol]	EXISTING STATE
[Symbol]	PROPOSED STATE
[Symbol]	EXISTING FEDERAL
[Symbol]	PROPOSED FEDERAL

SECTION DATA (CONTINUED)

SECTION	LENGTH	WIDTH	AREA	PERCENTAGE
SECTION 1	100.00	50.00	5000.00	100.00
SECTION 2	100.00	50.00	5000.00	100.00
SECTION 3	100.00	50.00	5000.00	100.00
SECTION 4	100.00	50.00	5000.00	100.00
SECTION 5	100.00	50.00	5000.00	100.00



NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE UNLESS OTHERWISE NOTED.
3. ALL ELEVATIONS ARE IN FEET UNLESS OTHERWISE NOTED.
4. ALL UTILITIES ARE SHOWN AS LOCATED BY FIELD SURVEY OR AS SHOWN ON RECORD PLANS.
5. ALL PROPOSED UTILITIES ARE SHOWN AS LOCATED BY FIELD SURVEY OR AS SHOWN ON RECORD PLANS.
6. ALL PROPOSED ROADWAYS ARE SHOWN AS LOCATED BY FIELD SURVEY OR AS SHOWN ON RECORD PLANS.
7. ALL PROPOSED CURBS AND SIDEWALKS ARE SHOWN AS LOCATED BY FIELD SURVEY OR AS SHOWN ON RECORD PLANS.
8. ALL PROPOSED DRIVEWAYS ARE SHOWN AS LOCATED BY FIELD SURVEY OR AS SHOWN ON RECORD PLANS.
9. ALL PROPOSED EASEMENTS ARE SHOWN AS LOCATED BY FIELD SURVEY OR AS SHOWN ON RECORD PLANS.
10. ALL PROPOSED PROPERTY LINES ARE SHOWN AS LOCATED BY FIELD SURVEY OR AS SHOWN ON RECORD PLANS.
11. ALL PROPOSED CENTERLINES ARE SHOWN AS LOCATED BY FIELD SURVEY OR AS SHOWN ON RECORD PLANS.
12. ALL PROPOSED RIGHT-OF-WAYS ARE SHOWN AS LOCATED BY FIELD SURVEY OR AS SHOWN ON RECORD PLANS.
13. ALL PROPOSED ZONINGS ARE SHOWN AS LOCATED BY FIELD SURVEY OR AS SHOWN ON RECORD PLANS.
14. ALL PROPOSED DISTRICTS ARE SHOWN AS LOCATED BY FIELD SURVEY OR AS SHOWN ON RECORD PLANS.
15. ALL PROPOSED TOWNS ARE SHOWN AS LOCATED BY FIELD SURVEY OR AS SHOWN ON RECORD PLANS.
16. ALL PROPOSED COUNTIES ARE SHOWN AS LOCATED BY FIELD SURVEY OR AS SHOWN ON RECORD PLANS.
17. ALL PROPOSED STATES ARE SHOWN AS LOCATED BY FIELD SURVEY OR AS SHOWN ON RECORD PLANS.
18. ALL PROPOSED FEDERAL AREAS ARE SHOWN AS LOCATED BY FIELD SURVEY OR AS SHOWN ON RECORD PLANS.

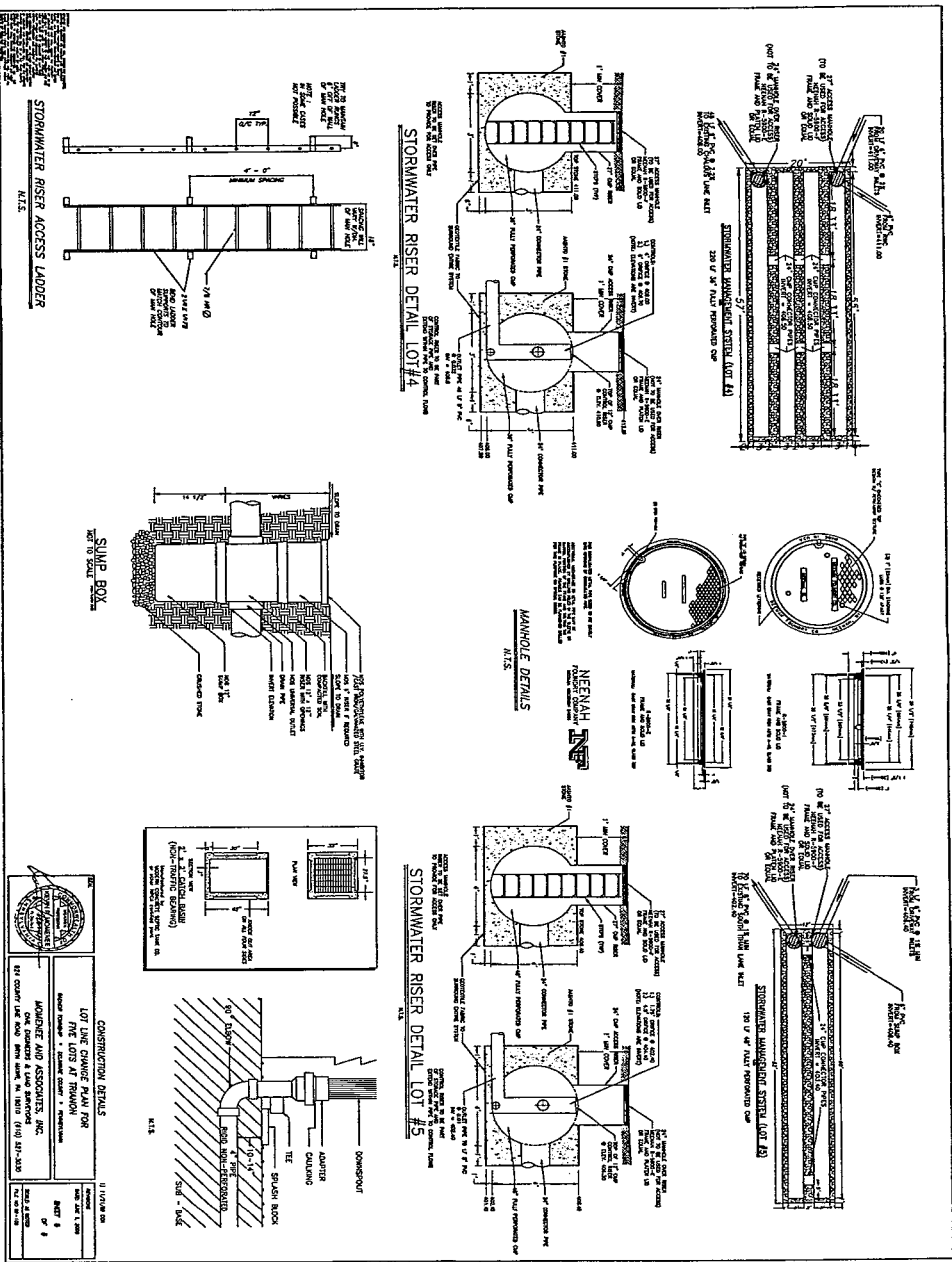
GRADING AND UTILITY PLAN

LOT LINE CHANGE PLAN FOR THE LOTS AT THANON

MORSE AND ASSOCIATES, INC.
 831 COUNTY ROAD 100
 SUITE 100
 FARMINGTON, CT 06030

SHEET 3 OF 3

DATE: 12/15/2011



CONSTRUCTION DETAILS
 LOT LINE CHANGE PLAN FOR
 THE LOTS AT BRAWLEY
 MOUNDIE AND ASSOCIATES, INC.
 ONE DUNDAS & BIRD STAMFORD, CT 06492
 411 CHURCH AVENUE, SUITE 100, STAMFORD, CT 06492
 203-353-2200

161.71 R-276

161.71 R-276


This Indenture, made this *6th* day of *March*

A.D. 19 *85*, between KAZANJIAN BUILDERS, INC. (PA. CORP.)

a corporation organized and existing under the laws of the

, (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 situate on the north side of Ithan Avenue in the Township of Radnor, County of Delaware, Commonwealth of PENNSYLVANIA, as more particularly described in a Deed dated December 28, 1984 and recorded in the aforesaid county in Deed Book 210, page 245 &c.,;

13 COMMONWEALTH OF PENNSYLVANIA
 12 DEPARTMENT OF REVENUE
 11
 10 REALTY
 9 TRANSFER MAR 19 '85
 8 TAX
 7

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 1985 12 76

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 *IT* 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; **which approval shall not be unreasonably withheld.**

(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;

(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 herein described premises until all such facilities initially required to provide service to the premises have been installed.

The conditions herein contained shall enure to and bind the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor to these presents has hereunto caused *ITS* common or corporate seal to be hereunto affixed, duly attested, the day and year first above written.

KAZANJIAN BUILDERS, INC. (PA. CORP.)

ATTEST:

Peggy Lou Kazanjian BY: *Leon Kazanjian*
Secretary President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF *Delaware*

On this, the *6th* day of *March* AD, *1985* before me, *IRENE C. MAFFEI*, the undersigned officer, personally appeared *Leon Kazanjian, Jr.*, who acknowledged himself to be the President of *Kazanjian Builders Inc.*, 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.

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

Irene C. Maffei
Notary Public

IRENE C. MAFFEI, Notary Public
Radnor Twp., Delaware Co.
My Commission Expires May 23, 1986

127131

NE M 8286

1350
01/20/2008
L 134

Right of Way Indenture

From

KAZANJIAN BUILDERS, INC.
(PA. CORP.)

To

PHILADELPHIA ELECTRIC COMPANY

Premises: Badnor Township
Delaware County
Penna.

RECORDED OF DEEDS
DELAWARE CO PA

MAR 19 12 44 PM 2008

James J. [Signature]



VOL 0223 PG 1727

Know all Men by these Presents, that KAZANJIAN BUILDERS, INC.,

a corporation organized under the laws of the Commonwealth of Pennsylvania,

of Radnor Township, Delaware 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 Gramont Lane, Trianon Lane and Chalous Lane; in Gramont Lane, connecting to an existing water pipe in Ithan Avenue and extending in a Northwardly direction, a distance of approximately five hundred and ninety-eight feet (598'). In Trianon Lane, extending Eastwardly and Westwardly for a distance of approximately two thousand one hundred and seventy-six feet (2,176'). In Chalous Lane and extending in a Southwardly direction, a distance of approximately five hundred and forty-four feet (544'), tie into an existing main in Ithan Avenue. All of which is

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
PROPERTY TRANSFER TAX
MARI 9'85
00.01
BB. 11-27-84

in Radnor Township, Delaware County, Commonwealth of Pennsylvania, a distance of approximately Three Thousand Three Hundred Eighteen (3,318) 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 DEC. 28, 1984 and recorded at DELAWARE COUNTY, Pennsylvania, in Deed Book No. 210, page No. 245.

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 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 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 hand and seal this day of A. D. 19

Signed, Sealed and Delivered In the Presence of

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

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF } ss:

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 }
COUNTY OF } ss:

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.

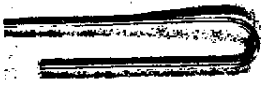
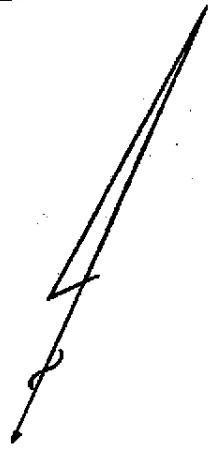
My Commission Expires _____ Notary Public

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF *Delaware* } ss: ✓

On this, the *14th* day of *February* 19*85*, before me, _____ a Notary Public, the undersigned officer, personally appeared *Geoff Kazanjian Jr.* who acknowledged *himself* to be the *President* of *Kazanjian Builders, Inc.* being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the *Corporation Builders, Inc.* By *Kazanjian Builders, Inc.* as *President* IN WITNESS WHEREOF, I hereunto set my hand and Official Seal.

My Commission Expires _____ *Irene C. Maffei* Notary Public

IRENE C. MAFFEI, Notary Public
Radnor Twp., Delaware Co.
My Commission Expires May 23, 1988



11

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10

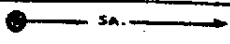
TRIANGLE



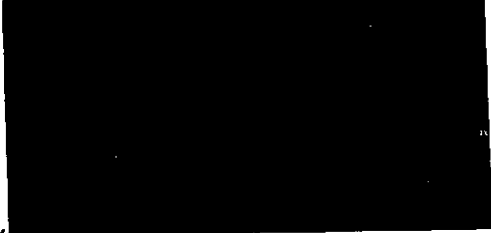
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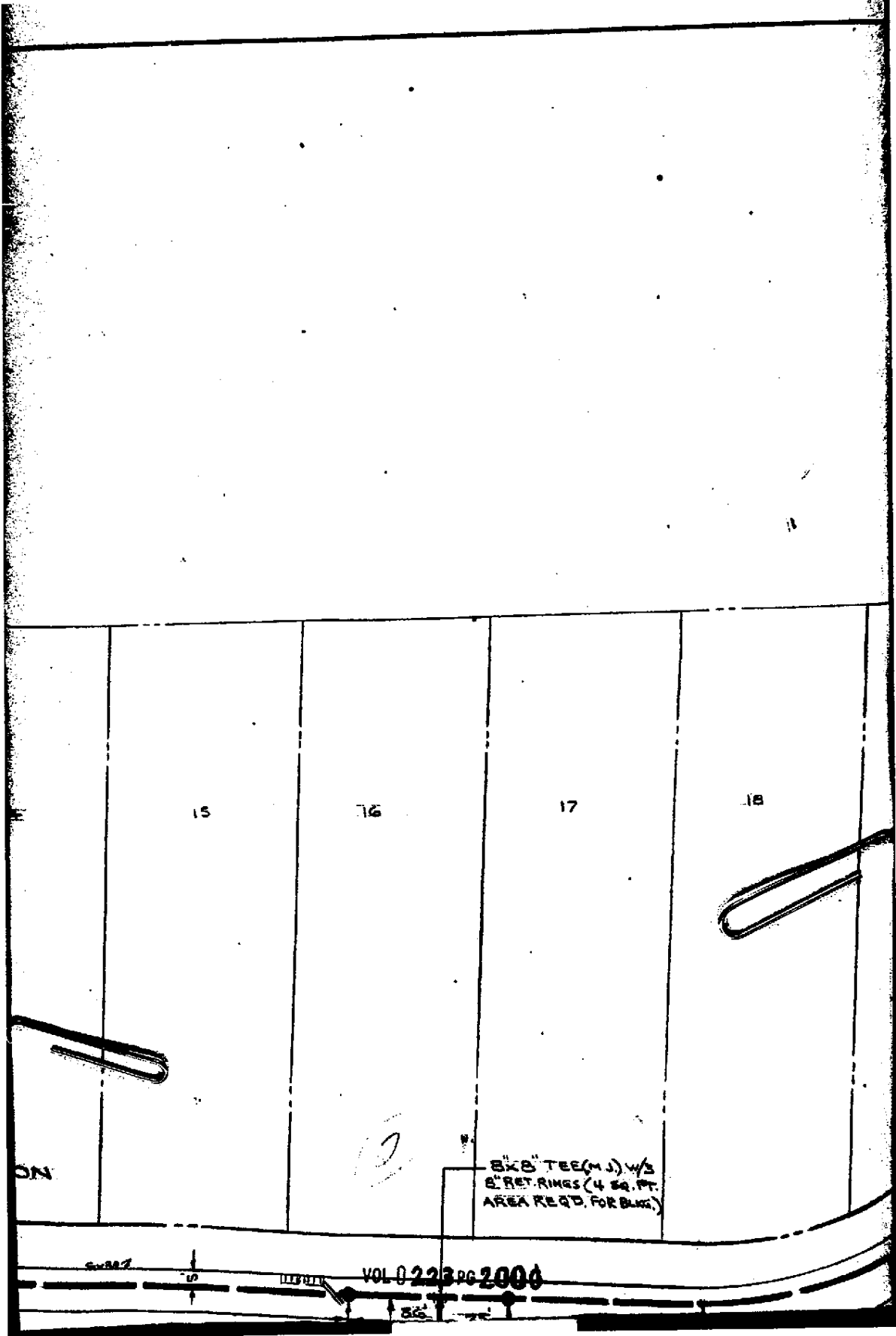
VOL 0223 PG 11 1999

Vol. 223 9, 1999



254





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18

ON

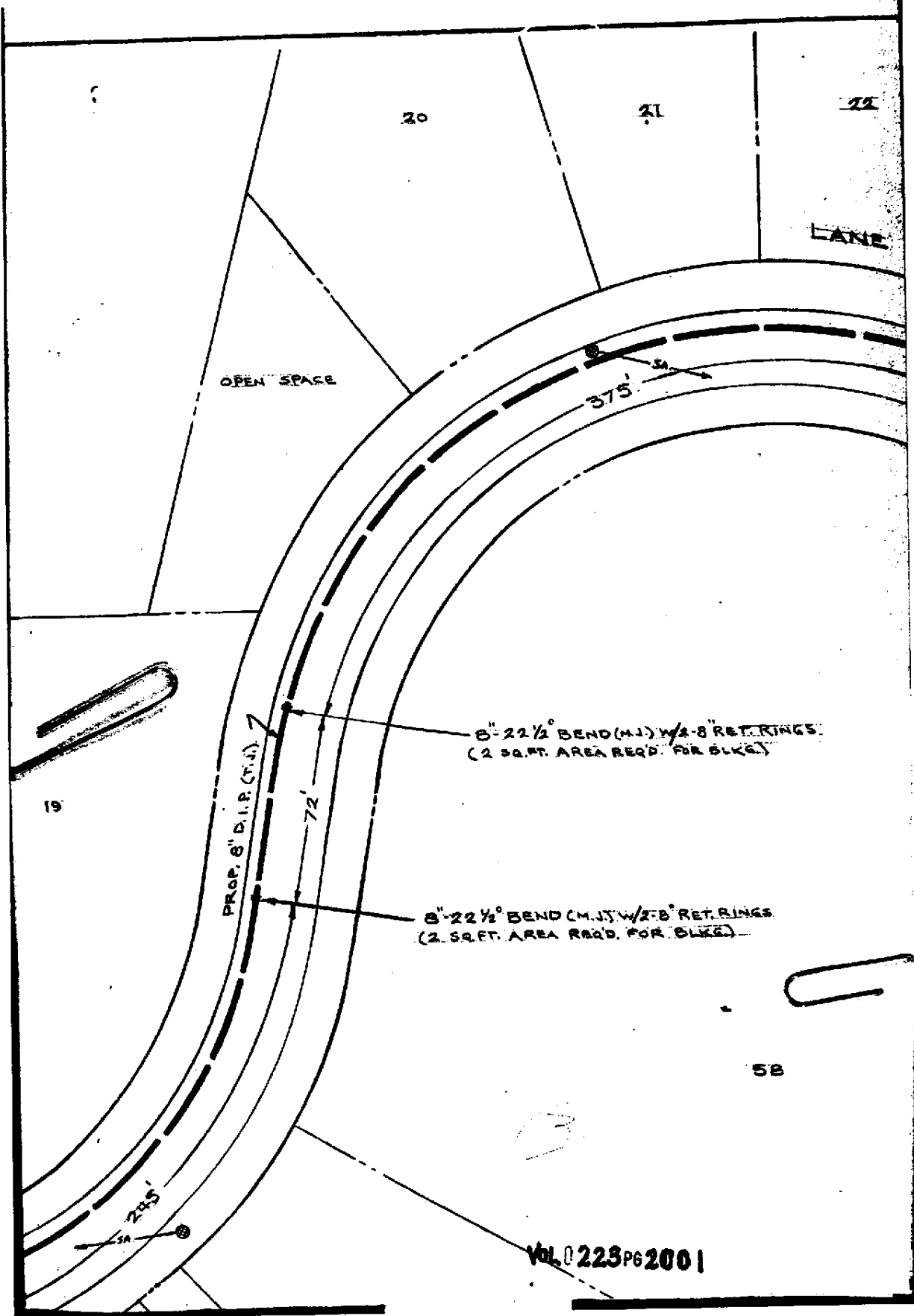
2

8x8 TEE (M.S.) w/ 6" RET. RINGS (4 sq. ft. AREA REQD. FOR BLK.)

5-28-72

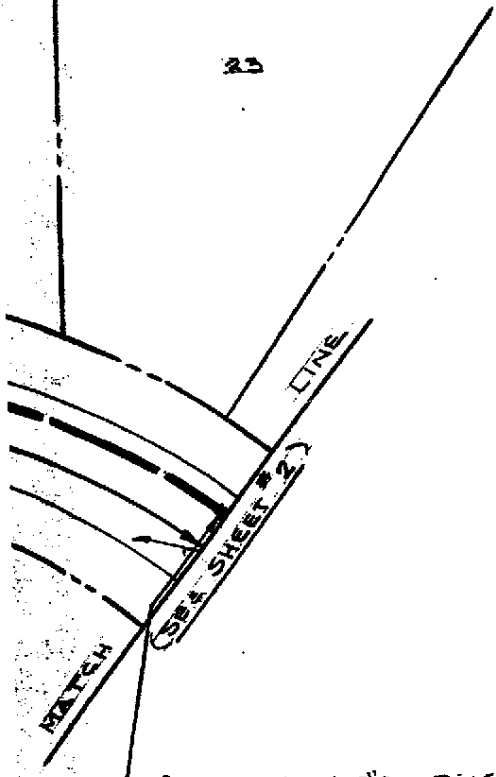
VOL 0 223 PG 2000

56



Vol. 223 Pg 2001

23

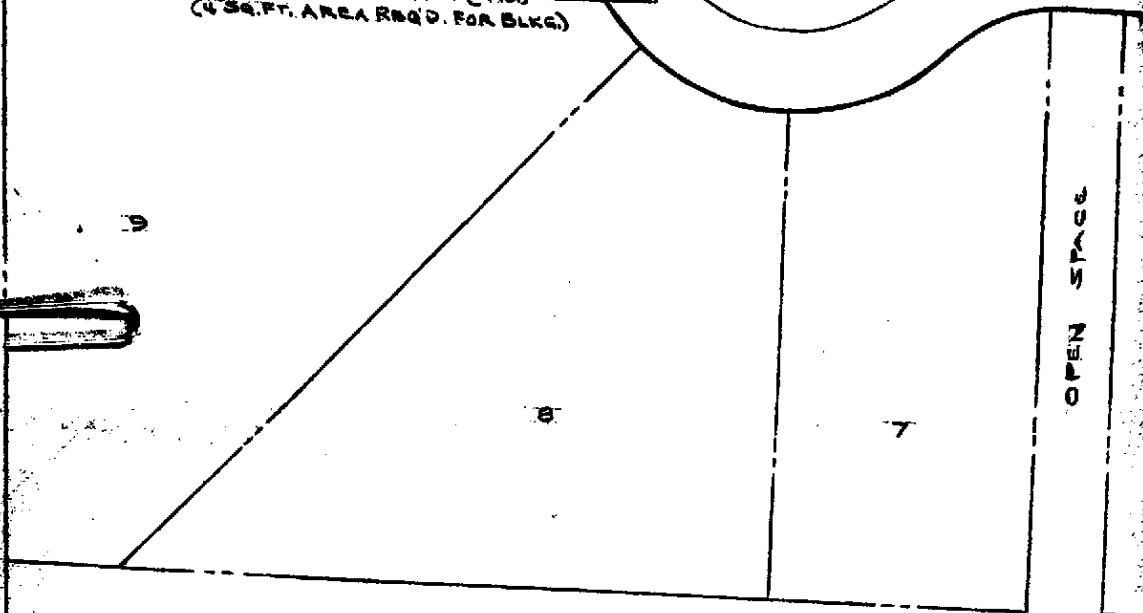
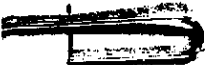


8-22 1/2" BEND (M.W.) W/2" RET. RINGS
(2 SQ. FT. AREA REQ. FOR BULK.)

4

VOL 0223#2002

(4 SQ. FT. AREA REQ'D. FOR BLKG)



6

7

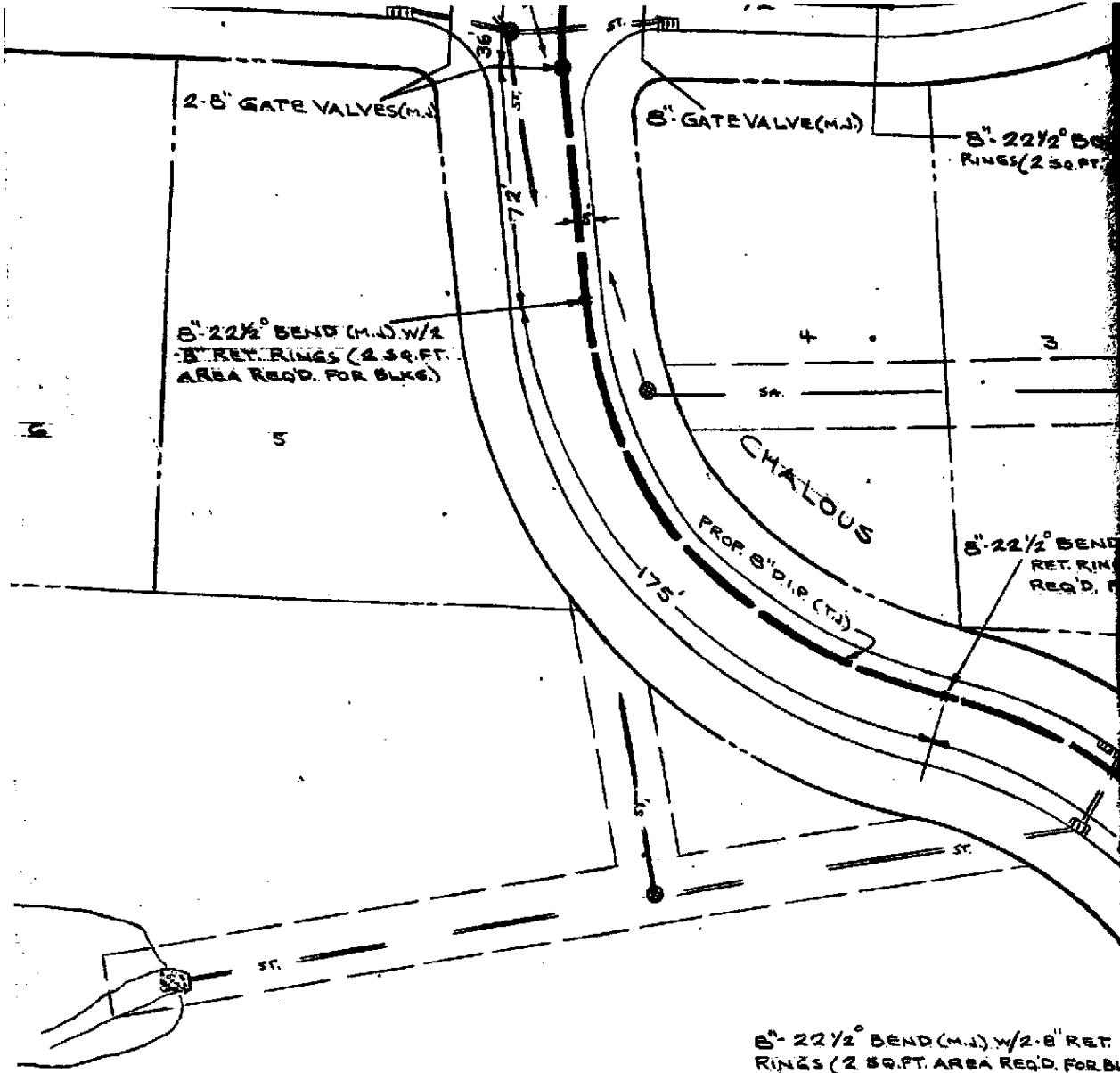
OPEN SPACE



POND

BY CRC

10.1223PG2003



2-8" GATE VALVES (M.V.)

8" GATE VALVE (M.V.)

8" 22 1/2° BEND
RINGS (2 SQ. FT.)

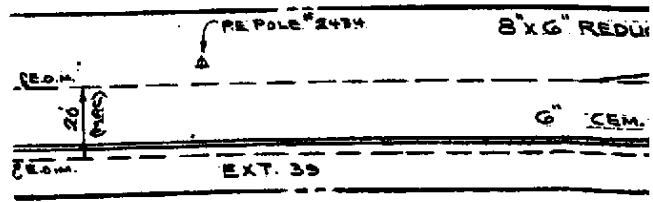
8" 22 1/2° BEND (M.V.) W/2
8" RET. RINGS (2 SQ. FT.)
AREA REQ'D. FOR BLKS.

CHALLOUS
PROP. 8" PIPE (C.P.)

8" 22 1/2° BEND
RET. RING
REQ'D.

8" 22 1/2° BEND (M.V.) W/2-8" RET.
RINGS (2 SQ. FT. AREA REQ'D. FOR BL

ITHAN



(M.J.) W/2-8" R&T
AREA REQ'D. FOR BLKG.)

2

OPEN SPACE

(M.J.) W/2-8"
(2 SQ. FT. AREA
R BLKG.)

LANE

8" 22 1/2° BEND (M.J.) W/2-8" REI. BINGS
(2 SQ. FT. AREA REQ'D. FOR BLKG.)

AVENUE

ER (M.J.)

PE. POLE #2432

PE. POLE #2431

3' OF 6" DIA. (GAS)

G-2878

EXT. 168X C-875

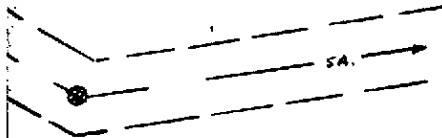
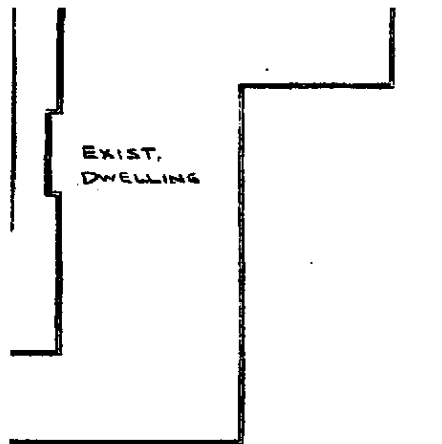
F.H. #9-82
G-14191

6x6" T.S. & V. (L.D.J.S.L.)

VOL 0223 PG 2005

DRIVE WAY

ORIENT



BRK. 40 MAC. RD.

3
 PROFESSIONAL ENGINEER
 RICHARD R. RIEGLER
 #
 SHEET 1 OF 2

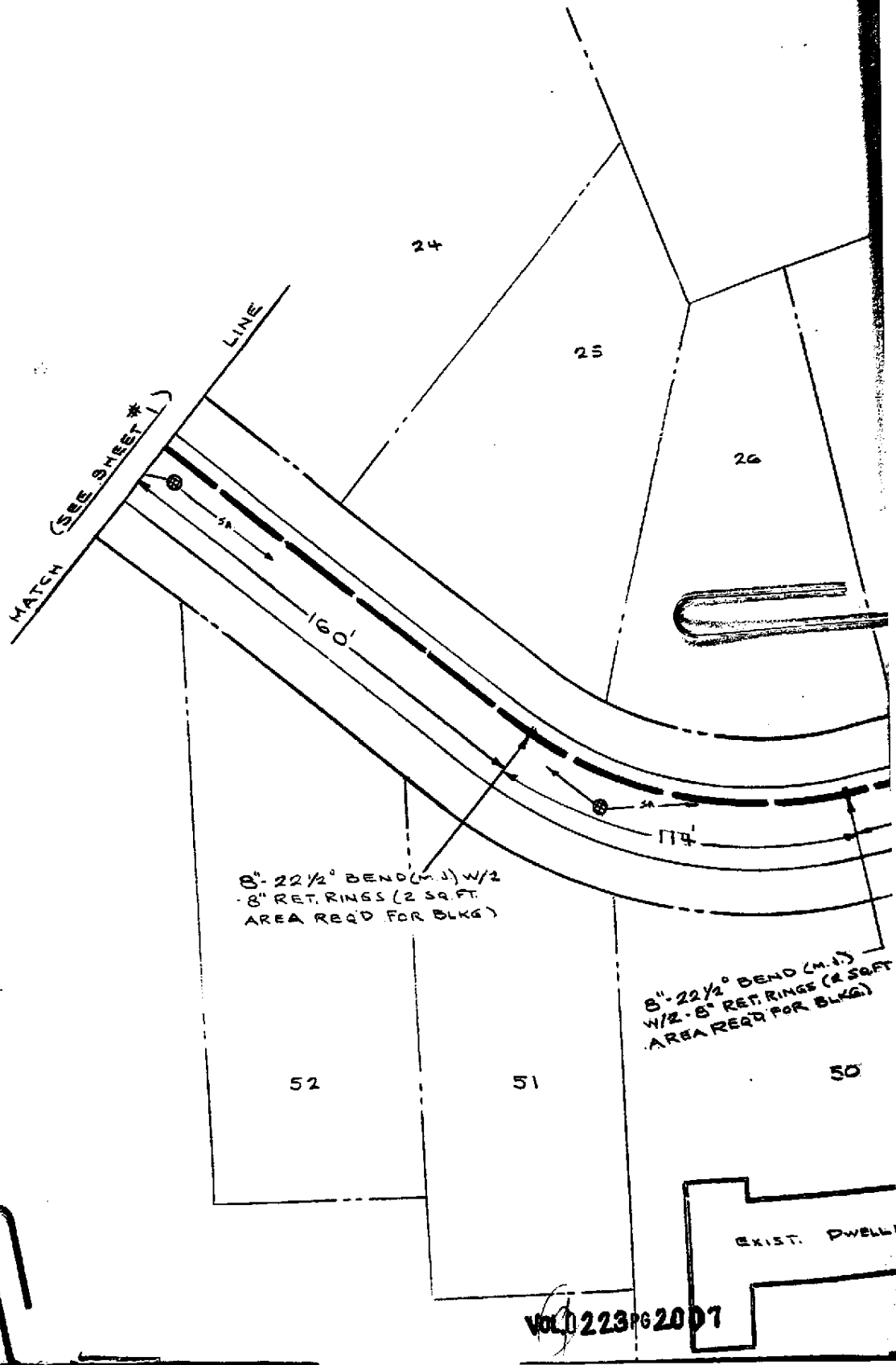
EXISTING SUB-SURFACE UTILITIES			
CO.	ADDRESS	CO. REP.	PHONE
P.E. CO. (ARDMORE)			
BELL (WAYNE)			1-800-342-1776
A.T. & T. (POTTSDOWN)			
RADNOR TWP.		G.P. State	
NOTE: Contractor to verify the location of all utilities before start of work, as per Act 287.			

MATERIAL RECORD				
FEET	PIPE (TYPE & CLASS)	QUAN.	SIZE	ARTICLE
				TEES
				TEES
				SLEEVES
QUAN.	SIZE			SLEEVES
				VALVES
				PLUGS
				CROSSES
				REDUCERS
				VALVE BOXES
				OFFSET
				HYDRANTS
				BENDS
				BLOW OFF
				BENDS
				CORPORATION
				ELL. SERVICE
				CURB STOP
				CONCRETE

EXCAVATION IN CUBIC YARDS	
EARTH:	ROCK:
PAVING:	
STARTED:	
FINISHED:	
CHECKED WITH STORES BY:	
WATER ON:	
POSTED TO PLATE BY:	
REMARKS:	

PHILADELPHIA SUBURBAN WATER COMPANY
 SCALE 1" = 40' F. H. No. EXT. No.
 FOR KAZANJIAN BUILDERS, INC. AUTH. No.
 LOCATION RADNOR TWP, DELAWARE COUNTY
 PLATE No. H-21222 INTS. No. QUAD. No. ACC. No. 3876
 APPROVED Richard R. Riegler 11/18/85 A-281G

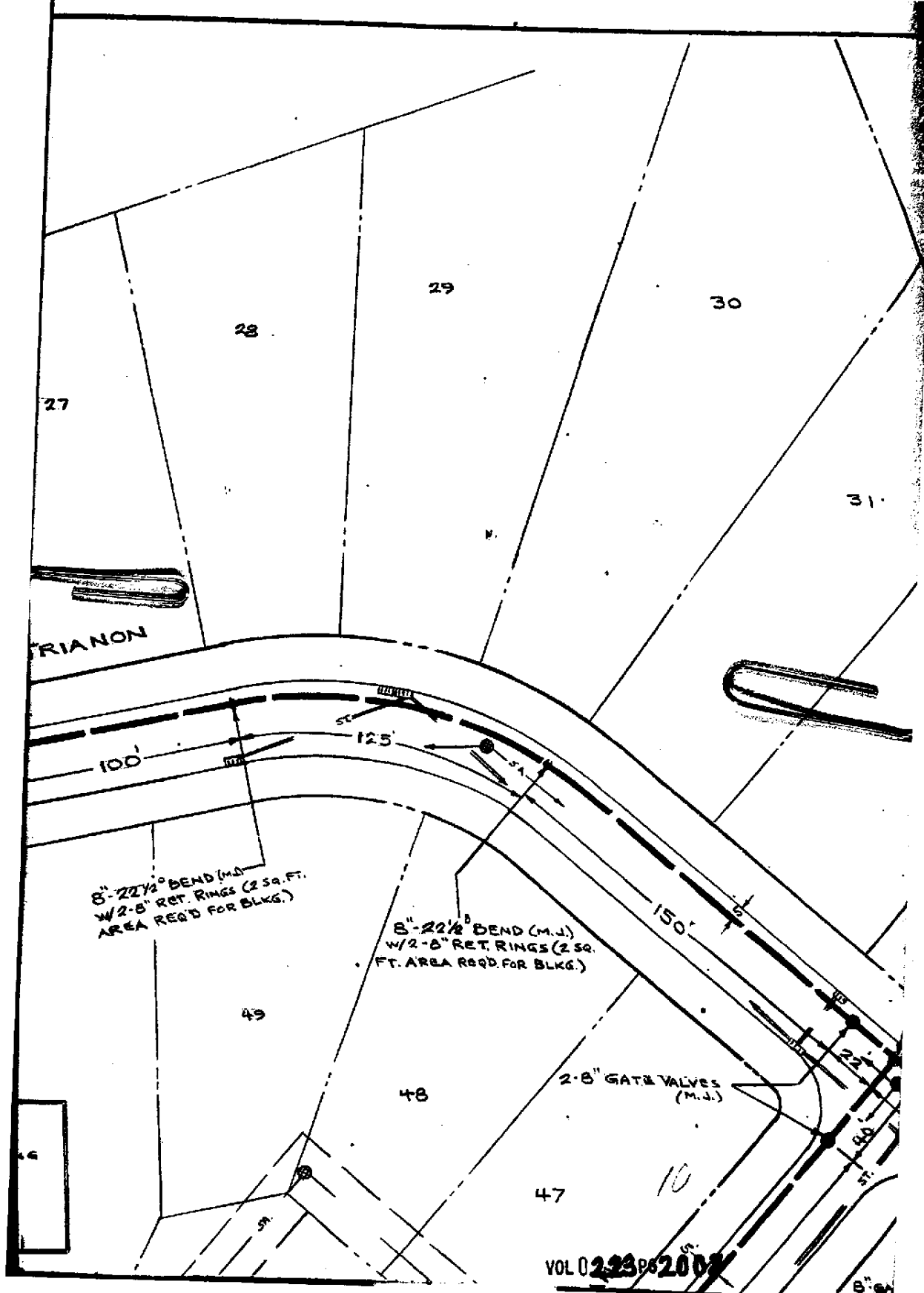
VOL 0229 PG 2006



8" - 22 1/2° BEND (M.I.) W/2
 8" RET. RINGS (2 SQ. FT.
 AREA REQ'D FOR BKG)

8" - 22 1/2° BEND (M.I.)
 W/2 8" RET. RINGS (2 SQ. FT.
 AREA REQ'D FOR BKG)

VOL 0223 PG 2007



TRIANON

8" - 22 1/2° BEND (M.J.)
 W/ 2-8" RET. RINGS (2 SQ. FT. AREA REQ'D FOR BLKGS.)

8" - 22 1/2° BEND (M.J.)
 W/ 2-8" RET. RINGS (2 SQ. FT. AREA REQ'D FOR BLKGS.)

2-8" GATE VALVES (M.J.)

VOL 0 238 2008

8" GA

32

8" x 8" TEE (M.W.) w/ 3 8"
RET. RINGS (4 SQ. FT
AREA REQ. FOR BULK)

33

OPEN SPACE

34

35

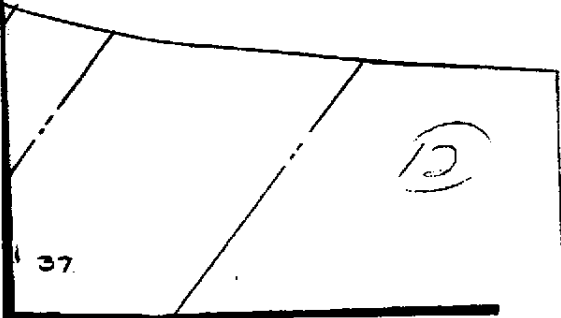
36

PROP. 8" D.I.P. (C.F.)

TE VALVE (M.F.)

VOL 0 229 P6 2009

OPEN SPACE



VOL 0229 PG 2010

EXIST DWELLING

58

SA.

57

OPEN SPACE

ITHAN

RE. POLE #2429

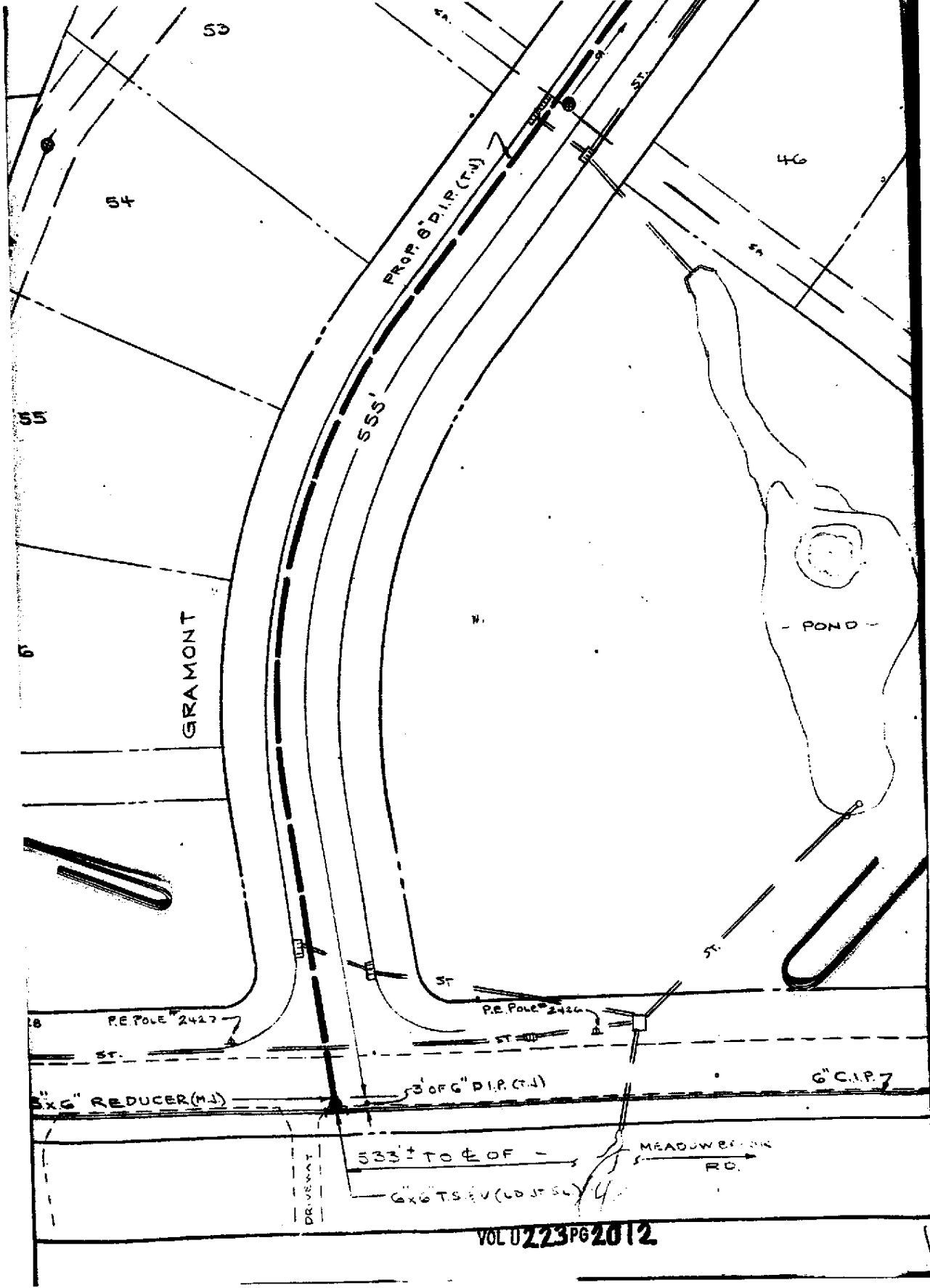
RE. POLE #2

20
(MAG)

EXT. 1983

BY ENG
2-10-57

VOL 0223 P02011



GRAMONT

POND

P.E. Pole #2427

P.E. Pole #2426

6" x 6" REDUCER (M.J.)

3' OF 6" D.I.P. (T.J.)

6" C.I.P. 7

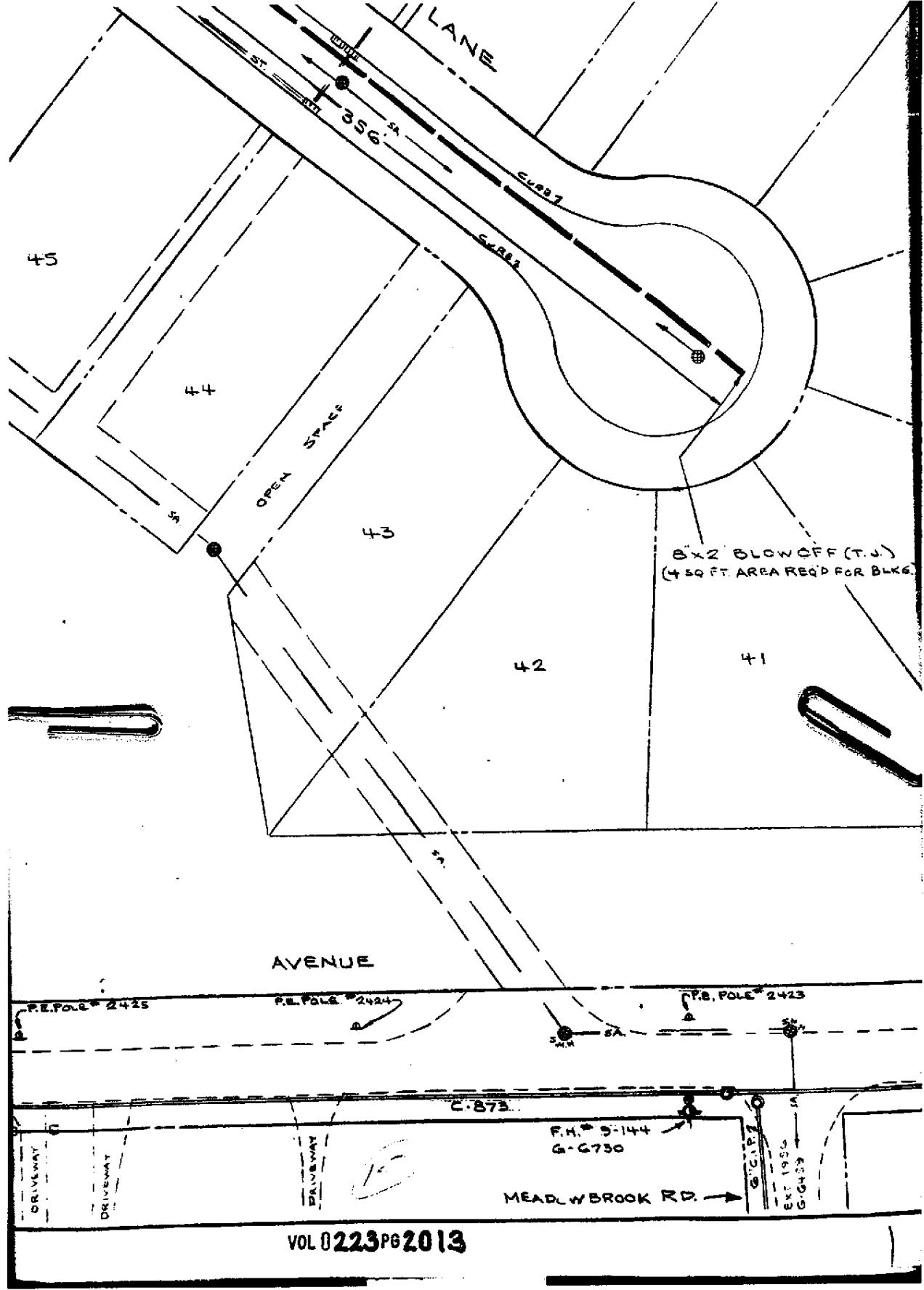
DRIVEWAY

533' TO E OF -

MEADOWBANK RD.

6" x 6" T.S.E.V. (L.O.J.F.S.) 4'

VOL U 223 PG 2012



VOL 0223PG2013

38

39

40

MATERIAL RECORD				
FEET	PIPE (TYPE & CLASS)	QUAN.	SIZE	ARTICLE
				TEES
				TEES
				SLEEVES
				SLEEVES
				PLUGS
				CROSSES
				REDUCERS
				OFFSET
				BENDS
				BENDS
				ELL. SERVICE
				CURB STOP
				CONCRETE
EXCAVATION IN CUBIC YARDS				
EARTH:		ROCK:		
PAVING:				
STARTED:	CHECKED WITH STORES BY:			
FINISHED:	POSTED TO PLATE BY:			
WATER ON:				
REMARKS:				
PHILADELPHIA SUBURBAN WATER COMPANY				
SCALE	$1" = 40'$	F. H. No.	EXT. No.	
FOR	KAZANJIAN BUILDERS, INC.			AUTH. No.
LOCATION	RADNOR TWP., DELAWARE COUNTY			
PLATE No.	H-21922	INTS. No.	QUAD. No.	ACC. No. 38764
APPROVED	<i>Richard R. Boyler</i> 11/18/85			A-2816



SHEET # 2 OF 2

127210

<u>N. R. Reed</u>	
	43.50
	.01 State
	<hr/> 43.51

Hagenjion Bldg. Inc.

to

Phil's Sub. Water Co.

James J. Hall



RECORDER OF DEEDS
DELAWARE CO. PA

MAR 19 3 08 PM '85

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,

Kazanjian Builders, Inc.
(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 Trianon Plan of Lots,

situate along Trianon Lane, Chalous Lane, and Graymont Lane

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 grantees' rights hereunder.

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

1. Grade to within six inches of final grade all private property locations where utility facilities are to be constructed prior to the placing thereof.
 2. Establish and stake property lines as needed before said utility facilities are constructed.
 3. Keep the area where the utility facilities are located clear of trees, tall shrubs, outdoor fireplaces or any structure which could, in the opinion of grantees, interfere with the construction, maintenance or use of the said utility facilities as provided for under the terms of this grant.
 4. Reimburse the respective grantees the actual cost of any changes deemed feasible in the opinion of grantees made in the utility facilities constructed hereunder to accommodate grantor(s).
- Property shown on a plan by Momenec - King Associates, Consulting Engineers. (Except Lots #5, 8, 9, 14, and 19)

IN WITNESS WHEREOF, Grantor(s) _____ has _____ caused this grant to be duly executed this 16 day of September, A.D. 19 85 at Bryn Mawr

WITNESS OR ATTEST:
Rosemary Haffrey

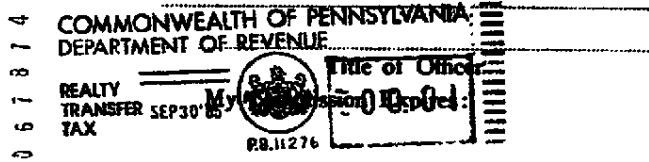
(Post Office Address) Kazanjian Builders, Inc.
Leon Kazanjian, Jr.

Approved:

COMMONWEALTH OF PENNSYLVANIA } ss.
COUNTY OF

On this, the _____ day of _____, 19____, before me
_____, the undersigned officer, personally appeared
_____, known to me (or satisfactorily proven) to be
the person whose name subscribed to the within instrument, and acknowledged that
executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

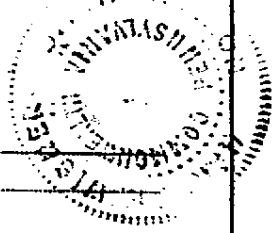


COMMONWEALTH OF PENNSYLVANIA } ss.
COUNTY OF Montgomery

On this, the 16th day of September, 19 85, before me
_____, a Notary Public, the undersigned officer, personally appeared
Leon Kazanjian, Jr., who acknowledged himself to be the
President of Kazanjian Builders, Inc. 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.

In Witness Whereof, I hereunto set my hand and official seal.

[Handwritten Signature]



Title of Officer
My Commission Expires
HARRY E. WISNER, Notary Public
Upper Merion Twp., Montgomery Co.
My Commission Expires May 28, 1987

159914

B. Sobel
13.51

RIGHT OF WAY

Judgment

From

KAZANJIAN BUILDERS, INC.

To

THE BELL TELEPHONE COMPANY
OF PENNSYLVANIA

✓

MR. HARRY E. WISNER
Valley Forge Executive Mall
Building 8, Suite 401
Wayne, Pa. 19087

Premises: Trianon
Township of Radnor
County of Delaware

James J. Hall



VOL 0272 PG 1849

RECORDER OF DEEDS
DELAWARE

SEP 30 10 50 AM '85

3451

Form 2865 (3-74) FCU

Received of The Bell Telephone Company of Pennsylvania, the sum of one Dollar(s) (\$ 1.00), in consideration of which the undersigned hereby grants unto said company, its successors and assigns, the right, privilege and authority to construct, reconstruct, operate, maintain and remove its entrance, riser, floor and distribution cables with all necessary terminals and other facilities (hereinafter referred to as utility appliances) required to provide telephone service to the various occupants of building known as _____

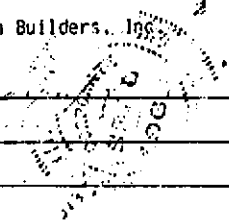
and located at 200 South Ithan Avenue,
of Radnor, County of Delaware
Commonwealth of Pennsylvania with the right of access to and from said building to construct and maintain said utility appliances.

The said utility appliances shall be installed in a good and workmanlike manner by and at the expense of the said Telephone Company; but, any subsequent relocation of said utility appliances made necessary because of alterations to or improvements in the building shall be done by the Telephone Company at the expense of the owner of the building.

IN WITNESS WHEREOF Kazanjian Builders, Inc. have hereunto set its hand(s) and seal(s) this 16 th day of December, A.D. 1985, at Villanova
(Post Office Address)

WITNESS OR ATTEST:

Kazanjian Builders, Inc.



Approved:

VOL 030 TPG 0528

COMMONWEALTH OF PENNSYLVANIA } ss.
COUNTY OF

On this, the _____ day of _____, 19____, before me
the undersigned officer, personally appeared
the person whose name _____, known to me (or satisfactorily proven) to be
subscribed to the within instrument, and acknowledged that
executed the same for the purposes therein contained.

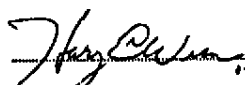
In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA } ss.
COUNTY OF Montgomery

On this, the 16th day of September, 1985, before me
the undersigned officer, personally appeared
Leon Kazanjian, Jr., a Notary Public who acknowledged himself to be the
President of Kazanjian Builders, Inc. 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.

In Witness Whereof, I hereunto set my hand and official seal.



Title of Officer
My Commission Expires:



HARRY E. WAGNER, Notary Public
Upper Merion Twp., Montgomery Co.
My Commission Expires May 28, 1987

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
QUALITY TRANSFER (LD-1) 85
TAX
00.01

005634

NR deed

**RIGHT OF WAY
INDEMNITY**

From

KAZANJIAN BUILDERS, INC.

To

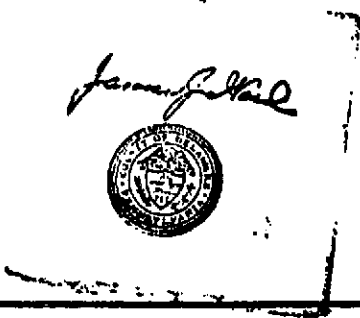
**THE BELL TELEPHONE COMPANY
OF PENNSYLVANIA**



**MIR. HARRY E. WISNER
Valley Forge Executive Mall
Building 8, Suite 401
Wayne, Pa. 19087**

**Premises: Trianon
Township of Radnor
County of Delaware**

*13.50
101 State Tax
13.51*



RECORDED OF DEEDS
DELAWARE

FEB 3 11 15 AM '86

1914

This Indenture Made the Fourth day of February in the year of our Lord one thousand nine hundred and Fourteen (1914) BETWEEN Franklin A. Glummer of the City and State of New York unmarried and being of the County of Hamilton of the one part

And George Mc. Ladden of Villa Nova in the Township of Radnot County of Delaware and State of Pennsylvania hereinafter called that Grantor

of the other part. Witnesseth, That the said Grantor

for and in consideration of the sum of

One Dollar

lawful money of the United States of America, unto him well and truly paid by the said

Grantor

at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged,

Grantor

granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents, bargain, sell, alien, enfeoff, release and confirm unto the said

Grantor his heirs

Heirs and Assigns, all those two certain tracts or pieces of land situate in the township of Radnot County of Delaware and State of Pennsylvania bounded and described in accordance with a Plan of Villa Nova made by Milton R. Jones a. l. c. on the Eleventh day of May A. D. 1907, as follows to wit:

Beginning at a stone in the middle of Oxham avenue a corner by other land of George Mc Ladden thence leaving said road and by other land of said George Mc Ladden north forty four degrees one minute thirty seconds west (N. 44° 01' 30" west) four hundred seventy two and thirty seven one hundredths (472.37) feet to a stake in corner of lot no. 48 recently conveyed to the said George Mc. Ladden thence by said lot north twenty two degrees four minutes thirty seconds east (N. 22° 04' 30" E.) two hundred sixty two and seven one hundredths (262.07) feet to a spike in the middle of Villa Nova Road thence extending along the middle of said Road in an easterly and northerly direction the following courses and distances to wit: First, on a line curving to the north with a radius of four hundred and seventy one hundredths (470.70) feet a distance of one hundred twenty five one hundredths (125.00) feet second, on a line curving to the north with a radius of three hundred forty nine and ten one hundredths (349.10) feet a distance of seventy two and ten one hundredths (72.10) feet third north eighty six degrees ten minutes east (N. 86° 10' E.) forty eight and one hundred seventy one and twenty one hundredths (48.10) feet fourth on a line curving to the north on a radius of three hundred and sixty four (364) feet to a spike marking the intersection of the middle lines of Villa Nova Road & Barclay Road thence extending along the middle of said Barclay Road the following courses and distances: First South fifteen degrees forty one minutes west (S. 15° 41' W.) ninety seven (97) feet, second, on a line curving to the east with a radius of two hundred eighty one four tenths (281.4) feet the distance of one hundred twelve and five hundredths (112.5) feet third curving to the east with a radius of five hundred fifty three and nine tenths (553.9) feet a distance of eighty and six tenths (80.6) feet fourth thence said curving to the east with a radius of six hundred forty seven and fifty seven one hundredths (647.57) feet the distance of sixty six and fifty seven one hundredths (66.57) feet fifth still curving to the east with a radius of three thousand six hundred and forty nine (3649) feet the distance of one hundred seventy five and one hundredths (175.00) feet to the middle of Oxham avenue the chord of said curved line east

mentioned in a conveyance twenty two degrees five minutes East
 S. 22° 05' E.) thence extending along the middle of Sibley Avenue south six
 seven degrees twenty three minutes West (S. 67° 23' W.) one hundred forty seven
 feet to the point of beginning, containing
 one thousand one hundred thirty one ten thousandths (3,8131) acres

Also all that certain tract or piece of land bounded & described as
 follows: Beginning at a spike in the middle of Villa Nova Road a corner of
 lot No. 48, conveyed recently to George Mcadden four hundred thirty
 three and eight one hundredths (433.08) feet measured along the middle
 of said Road in a westerly direction from a spike marking the intersection
 of section of the middle line of said Villa Nova Road & Barclay Road thence
 leaving said Villa Nova Road by said lot No. 48, south thirty seven degrees
 ten minutes thirty seconds West (S. 37° 10' 30" W.) two thousand eight hundred
 eighteen one hundredths (208.18) feet to a stake in line of other
 land of said Mcadden, thence by the said land north forty four
 degrees one minute thirty seconds West (N. 44° 01' 30" W.) six hun-
 dred twenty six and sixty eight one hundredths (626.68) feet to a
 corner of lot No. 43, thence by said lot No. 43 north forty four degrees
 fifty eight minutes thirty seconds East (N. 45° 58' 30" E.) one hundred ninety
 eight and sixty five one hundredths (198.65) feet to a spike in the
 middle of Villa Nova Road thence extending along the middle of
 said Road south forty three degrees twenty one minute thirty seconds East (S. 43°
 21' 30" E.) four hundred twenty five and two one hundredths (425.21) feet to
 a spike thence still along the middle of said Road on a line curving
 to the north with a radius of one thousand fourteen (1014) feet the
 distance of one hundred seventy four fifteen one hundredths (170.15)
 feet to the place of beginning, containing two thousand seven hundred five
 hundred forty one ten thousandths (2,7541) acres

Being the part of one of the same several premises
 which G. Everett is part owner with G. Kerrig by deed Poll bearing
 date the 6th day of March A. D. 1910, and recorded in the
 Office for the Recording of Deeds in the County of Delaware at
 Media in Deed Book C. No. 14 page 178 granted & conveyed unto the
 said Franklin A. Shumner in fee.

Together with all and singular the Improvements streets alleys Passages
 Ways Water Water-Courses Rights Liberties Privileges Franchises and Appurtenances whatsoever thereto belonging, or
 in any wise appertaining, and the Reversions and Remainders, Rents Issues and Profits thereof: and all the estate, right, title,
 interest, property, claim and demand whatsoever, of *him the said Grantor* in law, copy,
 or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said *tracts or pieces of land* above described
 Franchises and Privileges hereby granted or mentioned and intended so to be,
 unto the said *Grantee his heirs*
 with the Appurtenances.

Heirs and Assigns, to and for the only proper use and behoof of the said *Grantee his heirs*
 71307 084 - 100 370 107

Heirs and Assigns forever, Under And Subject Nevertheless to the conditions and
 restrictions that the said *Grantee his heirs* & assigns shall at all times
 hereafter forever leave unimpaired upon an unimpaired except by steps
 cellar doors fences trees or shrubbery thereupon the entire space
 having a frontage on any of the above mentioned roadways for a distance
 of fifty (50) feet each from the center line of any of said roadways
 and no tables or signs or other buildings or structures shall be erected
 shall be erected which is one hundred and thirty five (135) feet from the

145160

N.P. Deal

104.50

**TRIANGON
HOMESERS DOCUMENTS**

**RECORDER OF DEEDS
DELAWARE**

JUL 17 2 5 PM '65

DL025100025

**TRIANON
DECLARATION**

WL0251700426

INDEX

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DECLARATION

This Declaration, made this *3rd* day of *July*, 1968 by Kanamjian Builders, Inc., a Pennsylvania corporation (the "Declarant"), the fee simple owner of the Property described below, and joined in by Trianon Homeowners Association, a Pennsylvania not-for-profit corporation, and the Township of Radnor (the "Township"), witnesses as follows:

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

"Articles" and "By-Laws" mean respectively the articles of incorporation and by-laws of the Association, attached as Schedules B and C hereto, respectively, as the same may have been at the time of reference amended consistently with Section 13 hereof.

"Assessments" means the assessments imposed upon Members of the Association in respect of the Common Expenses pursuant to the By-Laws. The term includes the entire amount of any Assessment payable in installments, even though less than all installments may be due and payable at the time of reference.

"Assessments-Passive" means the assessments imposed upon Class C Home Lot Owners only in respect of the Passive-Common Expenses pursuant to the By-Laws. The term includes the entire amount of any Assessments-Passive payable in installments, even though less than all installments may be due and payable at the time of reference.

"The Association" means the Trianon Homeowners Association, a Pennsylvania not-for-profit corporation, organized on a non-stock basis, the members of which are the Home Lot Owners (all Classes) at the time of reference.

"Class A Home Lot" means each of the lots of ground (3-32, 35, 38-49, 51-56, 57.) shown on the Plan at the time of reference, together with any residence or other improvements now or hereafter erected on such lot of ground.

"Class B Home Lot" means each of the two lots of ground (50, 58) shown on the Plan at the time of reference, together with any residence or other improvements, including conversion to condominium units (50 - 2 units; 58 - 6 units) now or hereafter on such lot of ground.

"Class C Home Lot" means each of the 6 lots of ground (33, 34, 36, 37, 1, 2) shown on the Plan at the time of reference, together with any residence or other improvements now or hereafter erected on such lot of ground. Class C Home Lots are contiguous to a Passive Open Space.

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

"Class B Home Lot Owner" means the natural individual, corporation, partnership, association, fiduciary or other legal entity that owns a Class B Home Lot (or Unit) of record in fee simple at the time of

reference, or the group of two or more thereof that then so own a Class B Home Lot (or Unit) as tenants in common, joint tenants or tenants by the entireties. The Declarant shall, until the date of the conveyance thereof to the first Class B Home Lot (or Unit) Owner other than the Declarant, be the Class B Home Lot (or Unit) Owner of each of the Class B Home Lots (or Units). As such, the Declarant shall have all the rights and obligations of a Class B Home Lot (or Unit) Owner in respect thereto.

"Class C Home Lot Owner" means the natural individual, corporation, partnership, association, fiduciary or other legal entity that owns a Class C Home Lot of record in fee simple at the time of reference, or the group of two or more that then so own a Class C Home Lot as tenants in common, joint tenants or tenants by the entireties. The Declarant shall, until the date of the conveyance thereof to the first Class C Home Lot other than the Declarant, be the Class C Home Lot Owner of each of the Class C Home Lots. As such, the Declarant shall have all the rights and obligations of a Class C Home Lot Owner in respect thereto.

"Common Expenses" means the expenses of the operation and maintenance of the Common Open Space, including without limitation the grassed, treed and shrubbed areas, the entrance structures, any fences, culverts, storm water disposal facilities, springhouses, walks and paths, swales, pond, stream bed, dam and retention basins thereon, and the expenses of the Council in managing the affairs of the Association and in otherwise exercising its powers and duties

hereunder, and all expenses declared to be common by this Declaration or pursuant to the By-Laws.

"Common Open Space" means all the Property, except for the portions thereof comprising all the Classes of Home Lots and portions thereof deemed Passive Open Space, and any improvements now or from time to time hereafter erected thereon.

"Council" means the body which has in the Articles and By-Laws been vested with the management of the business and affairs of the Association.

"Declaration" means this Declaration, as the same may be amended from time to time pursuant to Section 13 hereof.

"Members" means those who meet, at the time of reference, the qualifications for membership in the Association set forth in the Articles.

"Passive Open Space" means the Property as marked on the Plan, which is limited in use to Class C Home Lot Owners of Class C Home Lots contiguous to such Passive Open Space.

"The Plan" means the plan prepared by Monnee-King Associates entitled "Subdivision Record Plan" made for Kazanjian Builders, Inc. dated 10/22/84, last revised 12/28/84, which has been approved by the appropriate authorities of the Township and which is being recorded contemporaneously herewith in the Recorder's Office, as the same may have been amended pursuant to Section 13 hereof at the time of reference. The Plan describes the Common Open Space, the Passive Open Space and all Home Lots.

"The Property" means the real property situate in Radnor Township Delaware County, Pennsylvania and described on Schedule A hereto in accordance with the Plan. The Property consists of the aggregate of the Common Open Space, Passive Open Space and all Home Lots.

"The Recorder's Office" means the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania.

"The Rules" means any rules with respect to the use and maintenance of the Common Open Space, the use and maintenance of the Passive Open Space, the minimum standards for the maintenance of Home Lots and like matters, as may have been adopted by the Council pursuant to the By-Laws at the time of reference.

2. Effect of this Declaration and the Persons Bound Hereby.

The administration, operation, regulation and management of the Property shall be governed by this Declaration.

The rights, covenants, obligations, duties, benefits, easements and regulations created, declared and contained in this Declaration shall benefit and bind the Property and the Declarant, each Home Lot Owner (all Classes), the Council, the Association, all purchasers, lessees, users, mortgagees and lienholders of the Home Lots, of the Common Open Space and the Passive Open Space, and the Township, and their respective agents, employees, independent contractors, heirs, successors, personal representatives and assigns, and shall at all times hereafter be appurtenant to, affect and run with each and all of the Home Lots and all and every part of the Common Open Space and Passive Open Space. However, the rights and obligations specifically vested in the Declarant by this Declaration or the Articles or

By-Laws shall not benefit or bind purchasers of Home Lots from the Declarant, except to the extent that the conveying document to a successor declarant may so state, nor benefit nor bind the Association as grantee of the Common Open Space and Passive Open Space, except as in this Declaration or in the Articles or By-Laws specifically provided.

Every deed, lease, mortgage or other instrument conveying, leasing, mortgaging or in any way affecting title to or any interest in any one or more Home Lots, or all or any part or parts of the Common Open Space, or all or any part or parts of the Passive Open Space, shall be under or subject to this Declaration and to the rights, covenants, obligations, duties, benefits, assessments and regulations herein created, declared and contained as fully as though the same were therein fully recited and set forth in their entirety. All present and future owners, mortgagees, lienholders, lessees and users of the Home Lots, the Common Open Space and the Passive Open Space, the acceptance of any such lease, deed, mortgage or other such instrument, or the act of occupancy or use of the Property or of such facilities of the Property, shall constitute an agreement to be subject hereto and bound hereby, and an acceptance and ratification of this Declaration.

This Declaration is not intended to create any rights or obligations in the Public at large or in any other person or entity than those above specifically mentioned.

3. Common Open Space and Passive Open Space. The Declarant shall, prior to Conveying any Home Lot to another, convey to the Association fee simple title to the Common Open Space and the Passive Open Space. That conveyance shall be under and subject to this Declaration and to the Plan

and to all easements, restrictions, rights-of-way and the like herein or therein set forth, and to any easements of roads, utility lines, storm sewers, sanitary sewers, culverts, and the like hereafter created and any changes in the lines hereafter effected consistently with the provisions of this Declaration.

So long as this Declaration remains effective, the Common Open Space and the Passive Open Space shall not be subdivided or subject to partition or sale for division (either voluntary or involuntary by either judicial or nonjudicial action) nor shall any part thereof or interest therein be sold, leased or otherwise disposed of, except for the following dispositions, which can be made free and clear of the terms of this Declaration:

(a) Dispositions, when approved by the Association (and the Declarant, if it is then a Home Lot Owner) of all the Common Open Space and the Passive Open Space to an appropriate governmental body or to any conservancy or other similar nonprofit public interest body or, subject to approval by the appropriate agencies of the Township, to any other person or entity or group which shall covenant to own or operate the Common Open Space and Passive Open Space consistently with this Declaration.

(b) By condemnation or deed in lieu of condemnation.

(c) As permitted by Section 5 of this Declaration.

(d) Dispositions of any part of or interest in the Common Open Space and Passive Open Space, that have been approved by the Township, the Association (by the affirmative vote of 75% of all of the Members thereof, and not just of those attending the meeting) and by the Declarant, if it is then a Home Lot Owner.

Pursuant to the provisions of Articles 135-86 and 135-94 of the Radnor Township Zoning Ordinance, as amended to the date of this Declaration,

dealing with common open space areas, it is hereby declared and covenanted that the Common Open Space: (i) shall be used only for grassland and woodland conservation, streams and pond and any retention basins, walks, paths, recreational use by the Home Lot Owners or other open space purposes and shall contain no structure (excepting structures related to recreational or maintenance uses) other than fences (none of which will be opaque), culverts, springhouses, and structures related to entrances, and to the sanitary and storm sewer, public water and utility supply, and like systems; and (ii) shall not be disposed of by sale or otherwise except as permitted by the preceding paragraph. It is also hereby declared and covenanted that the use of the Passive Open Space will conform to (i) and (ii) above, excepting that recreational use of said areas will be limited to the Class C Home Lot Owner contiguous to a Passive Open Space.

The use of the Common Open Space and the Passive Open Space shall be further subject to such rules as the Council may from time to time adopt pursuant to the By-Laws.

4. Home Lots.

(a) Class A and Class C Home Lots may be improved or used in each case only as open space or for one single family, detached, residential improvement or use;

(b) Class A and Class C may not be subdivided into two or more lots nor may two or more Class A or Class C Home Lots be combined into a fewer number of Home Lots (provided that this shall not prevent Declarant from making changes in title lines separating Home Lots owned by the Declarant);

(c) Class B Home Lots may be used for single family, detached, residential use; the existing structure on 50 may be converted to two (2) units; the existing structure on 58 may be converted to six (6) units. In the event of such conversion to residential condominiums, a separate Declaration and By-Laws would be recorded for the condominiums. In addition, Class B Home Lots, until conveyance by the Declarant to a legal entity other than the Declarant, may be in part be deemed open space. Class B Home Lots may not be subdivided into additional lots for single family dwelling construction without the approval of the Radnor Township Board of Commissioners.

(d) All Home Lots may, where held in joint tenancy or tenancy in common, be the subject of partition, or of a sale for division (either voluntary or involuntary, by either judicial or nonjudicial action) but not of a physical partition into two or more lots (or units, in the case of condominium conversion).

Home Lots may be left unimproved. One single family detached residence may be erected on two or more Class A and Class C Home Lots, in which case the number of Home Lots shall not be reduced and the owner thereof shall have the rights and obligations appurtenant to the ownership of that number of Home Lots.

The interests, easements and rights of Class A, Class B (if not converted) and Class C Home Lot Owners under this Declaration relating to the Common Open Space and Passive Open Space and any other Home Lot and the right of Membership in the Association which is appurtenant to each Home Lot, as provided in the Articles, may not be separated from the Home Lot to which they pertain. Accordingly they may not be separately assigned, transferred,

conveyed, leased or encumbered with the Home Lot, even though such interest, easement or right is not expressly referred to or described in the deed, lease, mortgage or other instrument. In the case of Class B Home Lot conversion, the number of units will increase the number of Association Members by the number of units (not to exceed an additional six members); such Members will be bound by the above.

5. Improvements by Declarant. The Declarant intends to cause to be completed on the Property, in appropriate stages, the interior roads, cul-de-sacs, curbs, lighting, sanitary sewers and storm water disposal system shown on the Plan, at the approximate locations thereon indicated, and appropriate public water and utility and television signal supply systems. Declarant, for itself and for any public utility or municipal body or television signal supply company involved, and for its or their respective agents, employees and independent contractors, retains all necessary or desirable easements over the Common Open Space, the Passive Open Space and all Home Lots to do so and for the existence, maintenance and use thereof.

Declarant reserves the right to dedicate or grant to the appropriate municipalities, municipal bodies and public utilities and television signal supply companies:

(a) the portions of the Property within the right-of-way lines of any and all existing or plotted streets shown on the Plan, other than the existing drives serving buildings now on the Property, and within any easements shown on the Plan and such other portions of the Property as Declarant in its absolute discretion deems appropriate, provided, in the last case, that the same shall not materially and adversely affect the use of any improvements then erected or being erected on a Home Lot not owned

by the Declarant; and

(b) any and all of such new sanitary sewers, storm water disposal systems and public water and utility and television signal supply systems.

Declarant reserves the right to make changes in the title lines dividing one or more Home Lots then owned by Declarant from the adjoining Common Open Space, Passive Open Space or other Home Lot and to change the location, size and permitted use of any part of the Common Open Space and Passive Open Space or any easement over any part of the Property, to the extent that the Declarant may in its judgment deem necessary or desirable in connection with the improvement and development of the Property contemplated by this Declaration. However, the Common Open Space shall not be substantially reduced in acreage or utility and no such change shall interfere with access to any Home Lot or with reasonable use of the Common Open Space by the Home Lot Owners.

6. Changes in and use of the Property by the Declarant. Notwithstanding any other provision of this Declaration, until the first day on which the Declarant shall not be in title to any Home Lot, the Declarant may:

(a) Make appropriate changes to the Property, such as, without limitation, removing trees, shrubs, rocks, and the like and cutting and filling and otherwise changing grades, contours and drainage.

(b) Use the Property for any appropriate purpose, such as, without 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.

However, no such changes or uses shall be made in respect of Home Lots which have been transferred by the Declarant to others and have not been reacquired by the Declarant at the time of reference. Such changes and uses shall be

those that are consistent with the development and improvement of the Property as contemplated by Section 5 and with the sale of Home Lots and the construction of buildings and improvements thereon.

7. Architectural Control; Prohibited Uses. In order to insure harmonious and efficient development and maintenance of the Property, both at the time Home Lots are initially improved as well as thereafter, no structure shall be erected or remodeled or altered or added to and no trees in excess of 12" in diameter 6' above the ground and no masses of smaller trees or shrubbery shall be removed and no grades shall be materially altered on any Home Lot by any person or entity other than Declarant, except in accordance with structure and landscape plans which have been submitted to and approved by Declarant (or the Council, after all the Home Lots have been conveyed by the Declarant or its successors or assigns, to the first owner thereof other than Declarant). The term "structure" includes but is not limited to any dwelling; garage; swimming pool; wall; fence; hedge or screening; accessory building; poles, wires and cables; statues, sculptures or benches; and signs, other than professional signs (doctor, lawyer or the like) or "for sale" or "for rent" signs permitted by applicable zoning ordinance.

Such approval may be withheld or conditioned in the absolute discretion of the Declarant (or the Council, after all the Home Lots have been conveyed by the Declarant or its successors or assigns, to the first owner thereof other than Declarant) and shall relate, without limitation, to the following: general and specific architectural style and details; siting of the structure, including its relation to other structures, setbacks and garage locations, including garage door openings; roof pitch; courtyard areas; patios; trees and shrubs to be cleared; final lot grades; locations of all windows, doors and other apertures; sheds; mail boxes;

exterior lights and posts; antennas, towers or similar devices; and wall, roof, window, door and other exterior materials and colors.

Such plans shall be submitted in duplicate. Except in the case of approvals by operation of the following sentence, the legally effective evidence of the approvals required hereby and of any conditions thereto shall be a written notation of approval (stating any conditions thereto) signed by Declarant (or the Council, as the case may be) on the set of said plans returned to the applicant. Such plans shall be deemed to have been approved by Declarant (or the Council, as the case may be) unless it shall mail to the applicant, within 30 days of its receipt of the plans, written notice of disapproval, provided that the only legally effective evidence of such receipt thereof by Declarant (or the Council, as the case may be) shall be an official Postal Service receipt for certified or registered mail or other written receipt duly executed by or on behalf of Declarant (or the Council, as the case may be).

No Home Lot Owner shall place or shall permit to be placed on his Home Lot or in the street in front of his Home Lot any vehicle, trailer, boat or the like, other than a passenger automobile or van, motorcycle or bicycle, except entirely within the confines of an enclosed garage. Trash, garbage and refuse shall not be burned or stored (except awaiting normal pick-up, in appropriate containers and at appropriate locations on the Home Lot.). No activity which, in the judgment of the Council, is noxious or offensive to other Home Lot Owners shall be permitted.

8. Maintenance and Repair of the Property. Each Home Lot Owner shall keep his Home Lot, including any buildings, courtyards, patios, swimming pools, fences, landscaping, grass and other ground cover, stream beds or other

or other improvements or structures or conditions from time to time located thereon in a good state of preservation, repair, neatness and cleanliness. The Home Lot Owner shall provide such landscaping as shall be necessary to screen from view, from the Common Open Space, Passive Open Space and other Home Lots, any exterior attached or detached structures, equipment or facilities, such as air-conditioning condensers, trash containers, storage sheds and the like that may be permitted by Declarant (or the Council, as the case may be) pursuant to Section 7.

Each Home Lot Owner shall be responsible for all utility lines and services serving only his Home Lot (or his and other but less than all other Home Lots), alone or jointly with any other Home Lot Owner or Owners benefited thereby. If any Home Lot Owner fails to effect the maintenance required hereby the Association may do so, on 20 days' written notice save in emergencies. In that event, the cost thereof (plus such standard service charge as the Council may from time to time elect to impose in such cases) shall be billed to the Home Lot Owner. The cost so billed shall be deemed to be part of such Home Lot Owner's share of the Assessments for purposes of Section 11 of the Declaration.

The Council may from time to time elect to provide for each Home Lot Owner lawn maintenance and leaf removal for accessible lawn areas and snow removal from drives following snowfalls in excess of the minimum depth specified by the Council. However, lawn maintenance need not be supplied to any Home Lot until the Home Lot Owner has established the lawn to any minimum standards for lawns specified by the Council. The Council may also perform such additional services for such Home Lot Owners as may from time

to time be approved by the Members or the Class of Home Lot Owners to receive and pay for such services. The cost of all such services (plus such standard service charge as the Council may from time to time elect to impose in such cases), shall be billed to the benefitted Home Lot Owner or Home Lot Owners. The costs so billed shall be deemed to be a part of such Home Lot Owner's or Home Lot Owners' share of the Assessments for purposes of Section 11 of this Declaration.

The Association shall be responsible for the operation, management, repair, maintenance and restoration of the Common Open Space and the Passive Open Space. That obligation shall extend to any fences, culverts, storm water disposal facilities, springhouses, walks, paths, swales, dams and other structures, improvements and watercourses from time to time located thereon, including without limitation the entrance structures, pond and stream bed and any retention basins, and any necessary dredging. If the Association shall not perform these duties in any instance, the Township may perform them. In that event the Township, upon 30 days written notice to the Association and provided that the Association shall not have performed or commenced to perform such duties within that 30 day period, shall, in accordance with the provisions thereof, have the powers of the Council set forth in Section 11 to assess, collect and assert liens in respect of its reasonable costs incurred in such performance.

The Association may (with the approval of the Declarant, until the earlier of when it first ceases to own 17 Home Lots or December 31, 1989) construct such improvements on the Common Open Space as may be approved by the affirmative vote of 51% of all its Members (and not just those attending the meeting).

9. Easements. Each Home Lot Owner and his guests, invitees and employees shall have easements, in common with the Declarant and other Home Lot Owners, to use all portions of the Common Open Space for the purposes for which they are intended. Each Class C Home Lot Owner and his guests, invitees and employees shall have easements, in common with the Declarant, to use all portions of the Passive Open Space contiguous to his Class C Home Lot for the purposes for which they are intended. This shall include the right to use all facilities and improvements thereon, such as, without limitation, any present or future roads, walkways and bridges and any public or private water and utility supply systems and sanitary and storm sewer systems serving his Home Lot at the time of reference, alone or in common with others, as well as an easement across any other Home Lots crossed by any such systems so serving his Home Lot.

The Association and its employees and independent contractors shall have an easement across each Home Lot to the extent necessary, in its reasonable judgment, to perform its maintenance functions under Section 8.

The Declarant, its employees and independent contractors shall have easements across the Common Open Space and the Passive Open Space and each Home Lot to the extent necessary, in its reasonable judgment, to perform its obligations and enjoy its rights under this Declaration.

The foregoing easements shall run with the land. All of such easements burdening the Common Open Space and Passive Open Space may be subordinated to the lien of any mortgage placed from time to time against all or any part of the Common Open Space and of the Passive Open Space by the Declarant or the Council. However, all of such easements burdening Home Lots shall be superior to the lien of any mortgage placed from time to time against any Home Lot other than by the Declarant.

10. Courtyard Area. The Declarant may (but need not) include, in the first deed of any one or more Home Lots to another owner, a restriction and easement, in favor of the owner of a contiguous Home Lot, to the effect that the three foot strip of land described in said deed which is contiguous to the property line of the benefitted Home Lot shall remain open and shall contain no structure, thing or planting, including without limitation any deck, patio, wall, fence, air-conditioning condense, storage shed, trash container, pool, tennis court, tree, shrub or other planting except grass or another suitable ground cover.

Each Home Lot Owner whose Home Lot is benefitted by such a restriction and easement shall at all times keep and maintain such strip and the grass or any other ground cover thereon in a neat condition. Each Home Lot Owner whose Home Lot is burdened by such a restriction may use the strip only for support and as may be necessary to maintain his residence and Home Lot.

Such easements shall run with the land and benefit and bind heirs, successors, personal representatives and assigns of the affected Home Lot Owners.

11. Assessments. Each Assessment shall bear interest, at the lower of 15% or the highest rate permitted by law at the time of reference, and shall be subject to a late charge of 10%, from the 30th day after that date on which the Assessment, or any installment thereof, shall fall due. The Assessment and any interest and late charge shall constitute a lien and an in rem charge against the Home Lot to which it relates.

Where a default is made in the full and timely payment of any one or more but less than all of the installments in which an Assessment may be

payable, the Council may elect to accelerate the due date of the balance of the installments.

Any delinquent Assessment, together with accrued interest and late charges, may be enforced by suit by the Association, in an action in assumpsit, which shall be indexed by the prothonotary as lis pendens and/or to enforce or foreclose the aforesaid lien and charge, and the Association shall give any and all other remedies available at law or in equity. All of the foregoing remedies shall be cumulative and may be pursued separately or together. Any failure to exercise any right or remedy shall not be deemed a waiver thereof.

Each Home Lot Owner, by accepting title to a Home Lot subject to this Declaration, agrees that, on failure to pay any such Assessment or installment when due, the Association by its attorney is empowered to enter a copy of this Declaration, certified by an officer of the Association to be true and correct, together with that officer's affidavit to the effect that the defendant is a Home Lot Owner subject to the provisions hereof, in any court having jurisdiction and there to confess judgment in favor of the Association and against the delinquent Home Lot Owner for the amount of any delinquent Assessments, plus interest and late charges as aforesaid, costs and a 15% attorney's fee.

Any judgment against a Home Lot Owner shall be a lien against his Home Lot, enforceable as provided by law.

The delinquent Home Lot Owner shall be obligated to pay all expenses of the Association, including attorney's fees, incurred in the collection of the delinquent Assessment by legal proceedings or otherwise, which expenses shall be deemed collectible as such.

Additionally, the Association may withhold from any Home Lot Owner who is delinquent in the payment of Assessments any and all services to be rendered to that Home Lot Owner by the Association pursuant to this Declaration or the By-Laws.

Upon any sale, conveyance or other transfer of a Home Lot, by gift, operation of law or otherwise, the grantee or transferee shall be jointly and severally liable with the grantor or transferor for all unpaid Assessments which under this Declaration are a charge against the Home Lot, as of the date of the sale, conveyance or transfer. However, such joint and several liability shall be without prejudice to the grantee's or transferee's right to recover from the grantor or transferor the amount of such unpaid Assessments which the grantee or transferee may pay. Until any such Assessments are paid, they shall continue to be a charge against the Home Lot which may be enforced in the manner herein set forth.

A seller shall not be entitled to any refunds of Assessments paid but rather the same shall be apportioned between the seller and the purchaser. A purchaser under a written agreement to buy a Home Lot shall be entitled to receive from the Association on demand a statement of Assessments unpaid as at the date of settlement for such purchase. Such purchaser shall not (and his seller shall) be liable for any amount not shown thereon, subject to the last paragraph of this Section 11. The new Home Lot Owner, not the former Home Lot Owner, shall be liable for any Assessments made after the date of transfer of title to a Home Lot or any installments under any prior Assessments made after the date of transfer of title to a Home Lot or any installments under any prior Assessment that fall due thereafter, even though

the expenses for which the Assessment in or was made relate in whole or in part to any period prior to that date.

In the event that title to a Home Lot is transferred at sheriff's sale pursuant to execution upon any lien or judgment against the Home Lot, the Association shall give notice in writing to the sheriff of any unpaid Assessments which are a charge against the Home Lot and which have not theretofore been reduced to judgment and lien pursuant hereto. Such unpaid Assessments shall be paid out of the proceeds of the sale prior to the distribution of any balance to the former Home Lot Owner against whom the execution issued. The purchaser at such sheriff's sale shall not be liable for unpaid Assessments which became due prior to the sheriff's sale of the Home Lot. Any such unpaid Assessments which cannot be promptly collected from the former Home Lot Owner shall be reassessed by the Association as a Common Expense to be collected from all of the Home Lot Owners, including the purchaser who acquired title at the sheriff's sale, his successors and assigns.

The lien for Assessments shall be prior to any mortgage placed by a Home Lot Owner (other than Declarant) against any Home Lot. No Home Lot Owner may avoid liability for Assessments by waiver of the right to use the Common Open Space or any part thereof, by waiver of the right to use the Passive Open Space or any part thereof (Class C Home Owners only) or by abandoning the Home Lot or otherwise whatsoever nor shall such liability be avoided or abated by any interruption in such right of use for whatever reason or cause.

In all cases where all or part of any Assessments cannot be promptly collected from the persons or entities liable therefor under this Declaration

the Association shall reassess the same, without prejudice to its rights of collection against such persons or entities.

12. Mortgages. Any mortgage affecting a Home Lot or any other part or 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. Each holder of a first mortgage on a Home Lot who shall supply to the Association his name and address and a true copy of his mortgage shall be entitled to the following rights:

(a) To receive, contemporaneously with his mortgagor, a copy of any written notice from the Association of any default by his mortgagor under this Declaration or the By-Laws and an opportunity to cure that default within 5 working days thereafter.

(b) To have priority over the mortgagor, if the mortgage so provides, as to any distribution to Home Owners of insurance proceeds or condemnation awards relating to the Common Open Space and/or the Passive Open Space and not used to restore any related damage thereto.

(c) On reasonable notice and at reasonable times and intervals, to examine the books and records of the Association at its principal office for purposes relevant to his position as mortgagee.

(d) To pay, alone or together with other mortgagees, taxes or other lienable charges against the Common Open Space which are in default and are not being contested in good faith by the Association and have become a charge against the Common Open Space and/or Passive Open Space and, in that case, to be immediately reimbursed by the Association.

13. Amendments to the Declaration, the Plan, the Articles and the By-Laws.

Except as otherwise provided in this Section 13, the Declaration and the Plan may be amended from time to time only by the affirmative vote of 51% of all of the members (and not just those attending the meeting), provided that any such amendments shall also require Declarant's approval until the earlier of when it first ceases to own 17 Home Lots or December 31, 1989. However, no such amendment shall make any material change in the Plan in respect of any Home Lot then owned other than by the Declarant, unless the affected Home Lot Owner shall join in the amendment, or be materially inconsistent with the zoning, subdivision or other applicable ordinances or approvals obtained governmental authority is first obtained and reflected in the amendment. The Declarant or any other person owning more than one Home Lot at the time of reference shall have one Member's vote per Home Lot owned (if conversion takes place on Class B Home Lots, each unit owner will have one vote per unit owned).

The Township shall be given written notice of any amendment pursuant to the preceding paragraph. Such amendment shall not become effective if the Association receives from the Township, by certified or registered mail, return receipt requested, written notice of disapproval within 30 days thereafter. The Township's right of disapproval shall relate only to amendments which affect the maintenance, operation, use and disposition of the Common Open Space, the Passive Open Space, and to any other amendments which would materially and adversely affect its interest. Any notice of disapproval shall state with particularity the reasons therefor. The Township's right of disapproval shall not be unreasonably exercised.

However, in the case of two classes of amendments, the Declarant (so long as it owns at least 17 Home Lots) or the Council (thereafter) may effect an

an appropriate amendment to this Declaration or to the Plan with the approval of the Members or of any mortgagees, lienholders or the Township. The first such class covers any amendments necessary to reflect any change in the lines between two Home Lots owned by Declarant, as permitted in Section 4, or between a Home Lot owned by the Declarant and the adjoining Common Open Space, or between a Home Lot owned by the Declarant and the adjoining Passive Open Space, as permitted by Section 3. The second covers any amendments which are necessary, in the judgment of the Declarant or the Council, as the case may be, to cure any ambiguity or to correct or supplement any provision of this Declaration or of the Plan which is incorrect or defective or which is inconsistent with any other provision hereof or thereof. However, in the case of amendments to this Declaration, such amendments may be made only upon receipt of an opinion of counsel to the effect that such proposed amendment is permitted by the terms of this sentence or in the case of amendments to the Plan, only upon receipt of an opinion of a registered architect or licensed professional engineer to like effect.

Each amendment permitted by this Section 13 shall be effective upon the recordation in the Recorder's Office of an appropriate instrument reciting that this Declaration and/or the Plan is to be amended in accordance therewith, duly executed and acknowledged on behalf of the Declarant or the Council, as the case may be.

The Articles and By-Laws may be amended from time to time as therein and by law permitted but not in any way that is inconsistent with this Declaration, as amended at the time of reference, and in the event of any inconsistencies, this Declaration shall prevail. Any such amendments shall also require Declarant's approval until the earlier of when it first ceases to own 17 Home Lots or December 31, 1989. Such amendments may be recorded in the Recorder's Office by

the Council or by the Declarant (as long as it is a Home Lot Owner) but such recordation shall not be a condition to the effectiveness of any such amendment.

14. Effective Date; Termination. This Declaration shall become effective when it shall have been duly entered of record in the Recorder's Office. It shall remain effective until the date, following the erection of residences on at least 90% of the Home Lots, that at least 90% of the Home Lots shall cease to be used for residential purposes, unless sooner terminated by the Declarant, pursuant to this Section 14, or by a suitable instrument of termination executed and acknowledged by all the Home Lot Owners and the Township and duly recorded in the Recorder's Office. The Declarant reserves the right, by recording a suitable instrument of termination in the Recorder's Office, 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 recorded in the Recorder's Office.

15. Notices. All notices hereunder may be sent by mail, post paid, addressed as follows:

(a) To the Association or the Declarant, at 16 Haymarket Lane, Bryn Mawr, Pennsylvania 19010, or at such other address as the Association or the Declarant may from time to time designate by written notice at each other and to all Home Lot Owners.

(b) 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 Association and the Declarant and are shown on the membership list called for by the By-Laws.

(c) To the Township, at 301 Ives 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.

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

17. Invalidity; Noncompliance and Waiver; Severability. 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 grounds for an action for the recovery of damages (including the costs of the Council's taking any action necessary to correct or remedy any such failure) or for injunctive relief (including, without limitation, to prevent or abate any threatened or actual violation of the development controls and maintenance requirements and easements set forth in Sections 7, 8, 9 and 10 hereof), or both. Such actions shall be maintainable by the Council in its own right and/or as agent for and on behalf of the Association and the Home Lot Owners or, in a proper case, by any 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 failure, single or repeated, to enforce the same.

Invalidation of any one or more of the provisions of this Declaration by any court action shall not affect the validity of any other provision hereof.

18. Recording. This Declaration shall be recorded in the Recorder's Office.

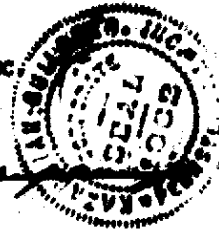
IN WITNESS WHEREOF, the Declarant, intending to be legally bound, has caused this Declaration to be duly executed the day and year first above written and the Association and the Township have as of each day and year joined in this Declaration.

Attest: [Corporate Seal]

Peggy Lou Kazanjian
Secretary

KAZANJIAN BUILDERS, INC.

By: [Signature]
President



Attest: [Corporate Seal]

Peggy Lou Kazanjian
Secretary

TRIARCH HOMEOWNERS ASSOCIATION

By: [Signature]
President



Attest: [Corporate Seal]

Mary S. Bentley
Secretary

TOWNSHIP OF RADNOR

By: [Signature]
President



COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF *Delaware* :

On this, the *18th* day of *June*, 1985, before me,
the undersigned officer, personally appeared *Jim Kazanjian*
who acknowledged himself to be the
President of Kazanjian Builders, Inc. a Pennsylvania 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 partnership by himself as President of
such corporate general partner.

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

[Notarial Seal]

Francis E. Every
Notary Public

My commission expires:

FRANCIS E. EVERY, Notary Public
Lower Merion Twp., Montgomery Co.
My Commission Expires April 25, 1988



COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF *Delaware* : ss.

On this, the *18th* day of *June*, 1985, before me,
the undersigned officer, personally appeared *Jim Kazanjian*
who acknowledged himself to be the President of Trianon Homeowners
Association a 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 hereunto set my hand and
notarial seal.

[Notarial Seal]

Francis E. Every
Notary Public

My commission expires:

FRANCIS E. EVERY, Notary Public
Lower Merion Twp., Montgomery Co.
My Commission Expires April 25, 1988



VL025100050

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF Delaware :

On this, the 3 day of July 1955, before me,
the undersigned officer, personally appeared Andrew A
On, 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 hereunto set my hand and
notarial seal.

[Notarial Seal]

Barbara J. Johnson
Notary Public
My commission expires: 10/1/55
BARBARA E. JOHNSON, NOTARY PUBLIC
BRIDGE TWP., DELAWARE COUNTY
MY COMMISSION EXPIRES OCT. 1, 1955
Member, Pennsylvania Association of Notaries

Recorded in the Office of the Recorder of Deeds in and
for Delaware County, Pennsylvania in Deed Book _____, page _____

WITNESS my hand and seal of office this _____ day of
_____, 1955.

Recorder of Deeds

WL0251700455

87-1007

COMMONS

TRIANON

**HOMEOWNERS ASSOCIATION
ARTICLES OF INCORPORATION**

VL025100056

APPLICATIONS AND BY-LAWS

DOC# 15-7316 (Rev. 11-78)

Articles of
Incorporation
Domestic Nonprofit Corporation

84791667

(Line for numbering)

850351

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU

Filed this DEC 31 1984 of 19

Commonwealth of Pennsylvania
Department of State

William E. Davis

Secretary of the Commonwealth

(Box for Certification)

In compliance with the requirements of 15 Pa.C.S. §7316 relating to articles of incorporation) the undersigned, desiring to be incorporated as a nonprofit corporation, hereby certifies (certify) that:

1. The name of the corporation is TRIANON HOMEOWNERS ASSOCIATION.
2. The location and post office address of the initial registered office of the corporation in this Commonwealth is: 16-Market Lane, Bryn Mawr, PA 19010. (23)
3. The corporation is incorporated under the Nonprofit Corporation Law of the Commonwealth of Pennsylvania for the following purpose or purposes:
 - (Specifically, to be the Association referred to in the Declaration and to carry out and perform all the obligations and duties, and to enjoy and enforce all the rights and benefits, imposed by and granted in the Declaration (but always under and subject to all the limitations therein and all the terms and conditions thereof) on and to the Association, including without limitation to:
 - (a) acquire, own, develop, operate, manage, repair, maintain, restore, make dispositions of and otherwise deal in and with the Common Open Space;
 - (b) administer and enforce the covenants relating to the architecture and appearance of the Property, designed to ensure harmonious and efficient development and maintenance thereof, and
 - (c) provide certain routine maintenance services in respect of Home Lots;
 and generally, to promote the health, safety and welfare of the Home Lot Owners and residents of the Property.
- (The Declaration referred to in the preceding sentence is the Declaration to be made (promptly following the filing hereof with the Corporation Bureau of the Department of State of the Commonwealth of Pennsylvania) by Kazanjian Builders, Inc., a Pennsylvania Corporation, and to be joined in by this corporation and the Township of Radnor and to be recorded in the Office of the Recorder of Deeds in and for Delaware County, Pennsylvania with a copy of these Articles of Incorporation attached as Schedule B thereto. The capitalized terms used and not otherwise defined herein are used as they are defined in that Declaration. In the case of any conflict between these Articles of Incorporation and that Declaration, as the same may have been amended to the time of reference, the latter shall control.
4. The term for which the corporation is to exist is perpetual.
5. The corporation is organized on a non-stock basis.
6. The members of the corporation shall be those who or which are the Home Lot Owners at the time of reference. In all matters to be acted upon at any members' meeting or in any action in lieu of a members' meeting, each Home Lot Owner may cast one vote for each Home Lot owned at the time of the meeting or action, except that a Home Lot Owner may vote or act on matters relating solely to maintenance services governed by the second paragraph of Section B of the Declaration only if and to the extent such Owner at that time is or will be obligated to pay for any such maintenance service.

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84791668

7. The name and post office address of the sole incorporator is Kazanjian Builders, Inc., 16 Haymarket Lane, Bryn Mawr, PA 19010.
8. The business and affairs of the corporation shall be managed by a board to be known as the Council. The names and addresses of the initial members of the Council are:

Leon Kazanjian, Jr.	16 Haymarket Lane Bryn Mawr, PA 19010
Samuel Marella	16 Haymarket Lane Bryn Mawr, PA 19010
Joseph S. Cella	16 Haymarket Lane Bryn Mawr, PA 19010

9. These Articles of Incorporation may be amended only as provided in the By-laws, as the same may have been amended to the time of reference.
10. The corporation does not contemplate pecuniary gain or profit, incidental or otherwise. No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its members (other than by acquiring, constructing or providing management, maintenance or care of the corporation's property), or the members of the Council, its officers or other private persons. Whenever the lawful activities of the corporation may involve charging of fees for its services, the corporation shall have the right to receive such fees and, in so doing, may make an incidental profit. Any such fees and incidental profits shall be applied to the reduction of future Assessments and in no case shall be divided or distributed in any manner whatsoever among its Members, or the members of the Council, or its officers or other private persons.

IN TESTIMONY WHEREOF, the incorporator has signed and sealed these Articles of Incorporation this 20th day of December, 1964.

Kazanjian Builders, Inc.

By: Leon Kazanjian, Jr.
LEON KAZANJIAN, JR. President

ATTEST:

[CORPORATE SEAL]

Peggy Lou Kazanjian
PEGGY LOU KAZANJIAN Secretary

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Article I. Purpose and Name
Article II. Object
Article III. Membership
Article IV. Officers and Directors
Article V. Meetings
Article VI. Finance
Article VII. Amendments
Article VIII. Dissolution

TRIANON

HOMEOWNERS ASSOCIATION

BY-LAWS

WL025100659

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**TRIANON HOMEOWNERS ASSOCIATION
BY-LAWS**

The following constitute the By-Laws of Trianon Homeowners Association, a Pennsylvania non-profit corporation.

Article I. Definitions.

1.1 Certain capitalized terms are used herein as they are defined in the Declaration which is, contemporaneously with the adoption of these By-Laws, being made by Kasanjian Builders, Inc., a Pennsylvania corporation, and being joined in by the Association and by the Township of Radnor and being recorded in the Recorder's Office, with a copy of these By-Laws attached as Schedule C thereto.

Article II. Membership.

2.1 The Members of the Association are those who meet, at the time of reference, the qualifications for membership set forth in the Articles.

2.2 Each Member shall at all times fully and timely carry out and perform all of the obligations and duties of membership imposed in the Declaration, the Articles, these By-Laws and the Rules and by law and by duly taken actions of the Members or of the Council, and shall fully and timely comply with all the applicable restrictions, covenants and requirements therein respectively set forth, including without limitation, the full and timely payment of all Assessments made against that Member's one or more Home Lots.

2.3 Each Member shall enjoy all the rights, benefits and privileges granted by the Declaration, the Articles, these By-Laws and the Rules and by law and by duly taken actions of the Members or of the Council, provided that such rights, benefits, and privileges shall be suspended: (a) automatically, during any period when any Assessment against the Member's Home Lot,

and any interest, late charge or other related costs or expenses, remain unpaid in whole or in part beyond 30 days from the due date of the Assessment or of any installment thereof, whether or not the Member is personally liable therefor; and (b) during any suspension ordered by the Council pursuant to Section 2.4. A Member's obligations and duties referred to in Section 2.3 shall not in any way be affected or reduced by the suspension of the Member's rights, benefits and privileges, whether during such suspension or thereafter.

2.4 The Council may, for any failure to comply with Section 2.3 that is not otherwise provided for in Section 2.3(a), suspend a Member's rights, benefits and privileges for any period that terminates no later than when the failure has been fully cured. Such suspension shall require 10 days prior written notice to the member specifying the nature of the failure and an opportunity to be heard before the council. However, the suspension shall be immediate if the Council in its absolute discretion considers that the failure presents a clear and present safety danger. In the latter case, the Council shall give the Member prompt written notice of the suspension and the reasons therefor and shall provide an opportunity to be heard before the Council within 10 days after the suspension.

2.5 The Members may from time to time add to the Common Expenses identified in the Declaration and in these By-Laws.

Article III. Meetings of Members.

3.1 The first annual meeting of Members shall be called by the President and held by the earlier of 30 days after the first date on which the Declarant is the fee simple owner of less than 17 Home Lots or October 31, 1987.

3.2 The second annual meeting of Members shall be held during the October next following the date of the first and an annual meeting shall be held in October of each succeeding year, in each case at such time and place as the Council shall specify. The business at each annual meeting shall be to elect persons to the council, to receive the financial report for the preceding fiscal year pursuant to Section 7.3 and to conduct such other business as may properly come before the meeting. The election of persons to the Council shall be by written, secret ballot. If any annual meeting has not been held within 11 months of the time above specified therefor, it shall be called by the President, the requisite notice shall be given and the meeting shall be held within 30 days after written request therefor has been received by the President from at least 17 Members.

3.3 Special meetings of Members may be called at any time by the council and shall be called and held within 30 days after written request therefor has been received by the President from at least 17 Members.

3.4 Written notice of the time and place of each meeting of Members shall be given to each Member by the Secretary by mail or hand delivery to the Member's address as shown on the membership list referred to in Section 3.6. Such notice shall be mailed or delivered at least 14 days prior to the first meeting and any annual meeting and at least 5 days prior to any special meeting of Members and shall, in the latter case, also specify the purposes of the special meeting. Notice may be waived in writing before or after the meeting and shall be waived by attendance (except to protest lack of notice).

3.5 The presence in person or by proxy of at least 17 Members at a meeting of Members shall constitute a quorum and the acts of a majority of the Members present in person or by proxy at a meeting at which a quorum

is present shall be the acts of the Members, except in those cases where a greater vote is required by the Declaration, the Articles or these By-Laws, or by law. Any proxies shall be in writing and dated and executed by the Member or the Member's duly authorized attorney in fact, shall be delivered to the Secretary prior to the vote, shall be revocable at any time by written notice to the Secretary and shall expire 11 months after the date thereof, irrespective of any provision therein for nonrevocability or for a longer effective period.

3.6 The Secretary shall maintain a list of the name and addresses of and the number of Home Lots owned of record in fee simple by each Member. The names of the Members shall be the names of the Home Lot Owners of the Home Lots to which the Members' membership interests are respectively appurtenant, as shown in the deeds which had created the record fee simple ownership of those Home Lots at the time of reference. The addresses of Members shall be their respective addresses on the Property or such other address as any Member may from time to time have supplied to the Secretary in writing.

The membership list shall determine the persons or entities from time to time entitled to enjoy and to exercise the voting rights and all other rights and privileges of Members. The number of Home Lots shown on the membership list as being owned by each Member shall be the number of votes that Member may cast at any meeting or in any unanimous written consent, subject to the provisions of Article VI of the Articles.

The membership list shall be continuously updated by the Secretary, but shall be closed for each meeting of Members at the close of business on the fifteenth day next preceding the meeting date.

In cases where a partnership or association is, or more than one

fiduciary or tenants in common, joint tenants or tenants by the entireties are the Home Lot Owner, such Home Lot Owner shall designate in writing to the Secretary one or more partners, associates, fiduciaries or tenants as those entitled to exercise the voting rights appurtenant to the Home Lot. That designation shall be reflected on the membership list and shall be controlling until cancelled or superseded by such Home Lot Owner. Such voting rights may not be exercised at any time when such a designation has not been made.

Where a Home Lot is held in a fiduciary capacity, the fiduciary rather than the beneficiary shall be entitled to exercise the appurtenant voting rights.

The membership list shall be kept at the Association's principal office. It (or a copy thereof certified by the Secretary) shall be produced and kept open to inspection throughout each meeting of Members.

3.7 Cumulative voting shall not be permitted in the election of persons to the Council.

3.8 The Members may act by unanimous written consent.

Article IV. The Council.

4.1 The business and affairs of the Association and the operation and maintenance of the Common Open Space and the Passive Open Space shall be managed by a board of three natural individuals who may but need not be Home Lot Owners. Such board shall be known as the council and shall be the governing body of the Association. The Council shall also have all the powers and duties necessary or appropriate to carry out such operation, maintenance and government, including without limitation: (a) All the powers and duties specifically granted to and imposed upon it by the Declaration, the Articles, these By-Laws and any Rules, and by law and by duly taken actions of the Members. (b) The operation and maintenance of the common Open Space and the Passive Open Space

and of any structures, improvements and watercourses from time to time located thereon, such as the entrance structure, fences, bridges, culverts, storm water disposal facilities, springhouses, walks, paths, swales, dams, ponds and stream beds and any retention basins. (c) The determination, imposition and collection of all Assessments and the payment of the common Expenses and Passive Open Space Expenses. (d) The power to enter into and to perform under contracts and other written instruments or documents on behalf of the Association. (e) The opening of bank accounts on behalf of the Association and designating the signatures therefor. (f) The power from time to time to adopt Rules, which shall be in addition to the Common Open Space and the Passive Open Space, to set the minimum standards for the maintenance of Home Lots by Home Lot Owners, to implement the council's powers and duties under the Declaration, Articles and these By-Laws, to establish any penalties for violations by Home Lot Owners or Members of their obligations under those documents and the Rules, to establish fees for the use of specific recreational facilities and for other like matters.

4.2 The initial members of the Council shall be the individuals named in the Articles, who shall serve until their respective successors are elected or designated or their respective death, disability, resignation or removal.

4.3 The Declarant shall have the right to designate, remove and replace one member of the Council until the sooner of the date on which Declarant ceases to be a Home Lot Owner or December 31, 1989.

4.4 At each annual Members' meeting, the Members shall elect persons to the Council for terms expiring at the next annual Members' meeting and the election of their respective successors. The Number of persons to be elected shall be two, during the period specified in Section 4.3, and three thereafter.

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4.5 Council members elected by the Members may be removed by the Members only: (a) for cause, by a majority of the Members attending a meeting at which a quorum is present and each Council member shall have 5 days prior written notice specifying the nature of such cause and at which he or she shall have the opportunity to be heard, and (b) without cause, by the vote of 75% of all the Members (and not just of those attending the meeting).

4.6 Vacancies occurring between meetings by reasons of death, disability and resignation shall be filled by the remaining Council members or member. Vacancies due to removal by the Members shall be filled by the Members.

4.7 An annual organization meeting of the Council shall be held, without notice, immediately following and at the place of each annual Members' meeting. The Council shall also meet at such other times and places as it or the President may from time to time determine, upon three days' prior written notice stating the time, place and purpose of the meeting. Notice may be waived in writing before or after the meeting and shall be waived by attendance (except to protest lack of notice).

The physical presence of two members shall constitute a quorum at any Council meeting. The Council may act by a majority of those attending a meeting at which a quorum is present and of which notice has been duly given or waived.

One or more persons may participate in a meeting of the Council or any committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, which participation shall constitute presence in person at such meeting.

The Council may act by unanimous written consent.

4.8 The Council shall annually determine the estimated net Common Expenses and the Assessment-Passive for the next fiscal year and any excess in the Common Expenses and Assessments-Passive theretofore incurred and estimated to be incurred during the balance of the current fiscal year over the Assessments and any other receipts theretofore received and estimated to be received during the balance of the current fiscal year. The Council shall then determine, on the basis thereof, the amount of the total annual Assessment and Assessment-Passive for the next fiscal year. No annual Assessment or Assessment-Passive shall exceed the prior year's Assessment or Assessment-Passive by more than the change during the latest available 12-month period in the Consumer Price Index for All Urban Consumers for Philadelphia, or any successor index, without the affirmative vote of any designee of the Declarant then serving on the council. The Council shall promptly notify the Members of each annual Assessment and Assessment-Passive, at least 3 days prior to the first day of the next fiscal year. Each annual Assessment and Assessment-Passive shall be paid in such installments and on such due dates during that fiscal year as shall be specified in the notice of Assessment.

The Council may (with the affirmative vote of any designee of the Declarant then serving on the Council) make special Assessments at any time, in such amounts as it deems prudent. Special Assessments shall be payable at the time specified in the notice of the Assessment.

Each Class A Home Lot Owner shall be severally (and not jointly) responsible for 1/50th of each annual Assessment and any special Assessment times the number of Home Lots of which the Member is the Class A Home Lot Owner.

Class B Home Lot Owners shall be severally (and not jointly) responsible for 1/50th of each annual Assessment and any special Assessment times the number of Class B Home Lots of which the Member is the Class B Home Lot Owner.

In the event of conversion, the Class B Home Lot Unit Owner, shall be severally (and not jointly) responsible for 1/6th (maximum) - Lot #58 or 1/2 (maximum) - Lot #50 of each annual Condominium assessment and any special Assessment in accordance with the Condominium Declaration and By-Laws that would be recorded prior to such conversion.

In the event of conversion of Class B Home Lots, the fraction of each annual Assessment and any special Assessment, for which each Home Lot Owner is severally (and not jointly) responsible, shall change, but only to a maximum of 1/64th.

Class C Home Lot Owners shall be severally (and not jointly) responsible for 1/58th of each annual Assessment and any special Assessment times the number of Class C Home Lots of which the Member is the Class C Home Lot Owner. In addition, each Class C Home Lot Owner is severally (and not jointly) responsible for 1/6th of each annual Assessment-Passive times the number of Class C Home Lots of which the Member is the Class C Home Lot Owner.

Any Association receipts, such as by way of illustration and not of limitation, fees for services, insurance proceeds and condemnation awards, shall be used to reduce future Assessments.

4.9 The Council shall cause the appropriate officer to issue to any purchaser or mortgagee of a Home Lot a certificate stating to what extent, if any, Assessments, Assessments-Passive and any related interest, late charges, penalties or expenses remain unpaid on the date of such certificate.

4.10 The Council shall maintain such casualty, liability (with not less than \$500,00 coverage), fidelity, workers compensation and other insurance in respect to the Common Open Space and the Passive Open Space and of the business and affairs of the Association as it shall from time to time deem prudent, the cost of which shall be a Common Expense and an Assessment-Passive

(respectively). Any insurance proceeds in excess of the amount necessary to restore or compensate for the insured event shall be applied to the reduction of future Assessments and Assessments-Passive. Each Home Lot Owner shall remain responsible for appropriately insuring in respect of his, her or its Home Lot and any residence or other structures or property thereon and in respect of his, her or its own acts, including without limitations upon or in respect of the Common Open Space and the Passive Open Space.

4.11 Whenever any proceedings are instituted which could result in the temporary or permanent taking, injury or destruction of all or part of the Common Open Space and/or the Passive Open Space, by the Power of or a Power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Council shall be solely entitled to notice thereof and to participate therein. If all or part of the Common Open Space and/or all or part of the Passive Open Space is permanently or temporarily taken, injured or destroyed by the power of or 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 Council. The Council shall, if appropriate, first use such proceeds to repair or restore the Common Open Space and the Passive Open Space and then shall apply any balance to the reduction of future Assessments. Each Home Lot Owner affected shall remain entitled to any net proceeds attributable to the taking of all or part of his, her or its Home Lot or any buildings and improvements thereon erected.

4.12 No member of Council shall be compensated for acting as such.

Article V. Officers.

5.1 The officers of the Association shall be a President, Vice President, Secretary and Treasurer and such other officers and assistant officers as the Council may from time to time specify and elect.

5.2 The President shall be the chief executive officer of the Association, shall preside at all meetings of the Council and of the Members and shall have all powers not herein or by law expressly reserved to the Council or the other officers.

5.3 The Vice President shall have such powers and perform such duties as the President shall delegate and, during the absence or disability of the President. In the absence of both the President and the Vice President, any meeting of the Members may elect its presiding officer.

5.4 The Secretary shall give notice and keep minutes of all meetings of the Council and of the Members and shall have charge of the non-financial books and records, such as the membership list referred to in Section 3.6, and of the seal of the Association.

5.5 The Treasurer shall be the chief financial officer of the Association and shall be responsible for the receipt, deposit and disbursement of the funds of the Association, shall keep and have charge of the financial records of the Association and shall render annual reports to the Council and the Members on the financial condition of the Association.

5.6 All officers shall be natural persons of full age. The President and the Vice President shall be, and the other officers and any assistant officers may but need not be, members of the Council. Any two (but not more than two) offices may be filled by the same person, except the offices of President and Vice President. All officers and assistant officers shall serve at the pleasure of the Council and may be removed by the Council at any time, with or without cause. The Council shall promptly fill any vacancies in any of the four offices required by Section 5.1. The Council may secure the fidelity of any officer, assistant officer, employee or agent of the Association by bond or otherwise, the cost of which shall be a Common Expense.

5.7 No officer or assistant officer shall be compensated for acting as such.

Article VI. Committees.

6.1 The Council may from time to time, by a resolution adopted by a majority of its number, establish one or more committees to exercise such powers and authority of the Council as shall be specified in the creating resolution, except that no committee shall have any power or authority: to submit any matters to the Members; to fill vacancies on the Council; to adopt, amend or repeal these By-Laws or any resolution of the Council; or that is committed by these By-Laws or any resolution of the Council to another committee. Each committee member and chairperson shall be appointed by the Council and serve at its pleasure. Each committee shall have at least one member who is a member of the Council and is its chairperson.

Article VII. Records and Reports.

7.1 The Association shall at all times keep at its registered office or principal place of business, an original or duplicate: (a) record of the proceedings of the Members and of the Council; (b) copy of the Articles and By-Laws, and of the Declaration and the Plan and of any Rules, all as amended to the date of reference, such By-Laws to be certified by the Secretary; (c) the membership list referred to in Section 3.6 and a register giving the name and address of each member of the Council; and (d) appropriate, complete and accurate books or records of account.

7.2 Each Member and purchaser of a Home Lot shall have the right, upon reasonable notice and at reasonable times and intervals, to examine the books and records of the Association at its registered office or principal place of business. The right of access of mortgagees of Home Lots to such

books and records is governed by the Declaration.

7.3 The Treasurer shall prepare or cause the Association's independent certified public accountants to prepare and shall verify and present to the Council annually, not later than May 15 of each year starting with 1986 and the Council shall present to each annual meeting of the Members, a report (a copy of which shall be recorded with the minutes of the meeting) showing in appropriate detail: (a) the assets and liabilities (including any trust funds) during the preceding fiscal year; (c) the revenue or receipts of the Association, both unrestricted and restricted to particular purposes, for the preceding fiscal year (including separate data with respect to each trust fund, if any, held by or for the Association); and (d) the expenses and disbursements of the Association, for both general and restricted purposes, for the preceding fiscal year (including separate data with respect to each trust fund, if any, held by or for the Association).

Article VIII. Fiscal Year.

8.1 The fiscal year of the Association shall be as determined from time to time by the Council.

Article IX. Seal.

9.1 The seal of the Association shall be circular and shall have inscribed thereon the name of the Association, its date and state of incorporation and the words "corporate seal".

Article X. Indemnification.

10.1 Each person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member of the Council, officer or other representative of the

Association, or is or was serving at the request of the Association as a director, officer, or other representative of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Association to the full extent permitted by the laws of the Commonwealth of Pennsylvania as in effect at the time of such indemnification. The foregoing right of indemnification shall inure to the benefit of the heirs, successors, personal representatives and assigns of each such person; shall not be exclusive of any other rights of indemnification to which any member of the Council, officer or other representative may be entitled in any capacity as a matter of law or under any by-laws, agreement, vote of the Council, or otherwise; and shall continue as to each such person who has ceased to be a member of the Council, officer or other representative.

10.2 Any amounts paid under Section 10.0 shall constitute Common Expenses.

Article XI. Offices.

11.1 The Association shall maintain one or more offices at the place or places specified in its Articles and from time to time by action of the Council.

Article XII. Amendments.

12.1 The Articles and these By-Laws may be amended in part or parts and may be restated in their entirety and new By-Laws may be adopted in accordance with the requirements of applicable law, provided that: any such amendments shall also require Declarant's approval until the earlier of when it first ceases to own 17 Home Lots or December 31, 1989; (b) the action is not inconsistent with any provision of the Declaration or (in the case of the By-Laws) the Articles; and (c) there shall be included in or enclosed with the notice of the meeting a copy of the proposed action or a summary of the changes to be effected thereby.

23.50
RW
Waislman
of Baltimore 6-11-11
Roundly at work
A Photo. P. 19102

RECEIVED
FEB 11 1912

AGREEMENTS TO
TRAVEL MEMBERS DOCUMENTS

James J. Hill



VL0665 PG0595

Radnor Twp
36.00-00000-00

By the affirmative vote of over 51% of all of the members of Trianon Homeowners Association, Section 7 of the Trianon Declaration, which was originally recorded with the Office of the Recorder of Deeds of Delaware County, Pennsylvania on July 12, 1983 at Volume 251, Pages 425 et seq., has been amended to read as follows:

7. Architectural Control; Prohibited Uses. In order to insure the harmonious and efficient development and maintenance of the Property, both at the time Home Lots are initially improved as well as thereafter, no structure shall be erected or remodeled or altered or added to and no trees in excess of 12" in diameter and 6' or more above the ground and no masses of smaller trees or shrubbery shall be removed and no grades shall be materially altered on any Home Lot by any person or entity other than Declarant, except in accordance with structure and/or landscape plans which have been submitted to and approved by Declarant (or the Council, after such Home Lot has been conveyed by Declarant or its successors to the first owner thereof other than Declarant). The term "structure" includes but is not limited to any dwelling; garage; swimming pool; wall; fence; hedge or screening; accessory building; poles, wires and cables; statues, sculptures or baths; and signs, other than professional signs (doctor, lawyer or the like) or "for sale" or "for rent" signs permitted by applicable zoning ordinance.

Such approval may be withheld or conditioned in the absolute discretion of the Declarant (or the Council, after such Home Lot


has been conveyed by the Declarant or its successors or assigns to the first owner thereof other than Declarant) and shall relate, without limitation, to the following: general and specific architectural style and details; siting of the structure, including its relation to other structures, setbacks and garage locations, including garage door openings; roof pitch; courtyard areas; patios; trees and shrubs to be cleared; final lot grades; locations of all windows, doors and other apertures; sheds; mail boxes; exterior lights and posts; antennas, towers or similar devices; and wall, roof, window, door and other exterior materials and colors.

Such plans shall be submitted in duplicate. Except in the case of approvals by operation of the following sentence, the legally effective evidence of the approvals required hereby and of any conditions thereto shall be a written notation of approval (stating any conditions thereto) signed by Declarant (or the Council, as the case may be) on the set of said plans returned to the applicant. Such plans shall be deemed to have been approved by Declarant (or the Council, as the case may be) unless it shall mail to the applicant, within thirty (30) days of its receipt of the plans, written notice of disapproval, provided that the only legally effective evidence of such receipt thereof by Declarant (or the Council, as the case may be) shall be an official Postal Service receipt for certified or registered mail or other written receipt duly executed by or on behalf of Declarant (or the Council, as the case may be).

... shall place or shall permit to be placed
... Lot, or in the street in front of his Home Lot any
... trailer, boat or the like, other than a passenger
... or van, motorcycle or bicycle, except entirely within
... of an enclosed garage. Trash, garbage and refuse
... be kept or stored (except awaiting normal pick-up, in
... containers and at appropriate locations on the Home
... activity which, in the judgment of the Council, is
... or offensive to other Home Lot Owners shall be permitted.

TRAYON HOMEOWNERS ASSOCIATION

By: 
G. David Rosenblum, President

Attest: 
Marilyn Hart, Assistant
Secretary

VOLUME 003

By the affirmative vote of over 51% of all of the members of Trianon Homeowners Association, Article IV, Section 4.1 of the Trianon Homeowners Association By-Laws, which was originally recorded with the Office of the Recorder of Deeds of Delaware County, Pennsylvania on July 12, 1985 at Volume 251, Pages 459 et seq., has been amended to read as follows:

Article IV. The Council.

4.1 The business and affairs of the Association and the operation and maintenance of the Common Open Space and the Passive Open Space shall be managed by a board of not less than three (3) and not more than five (5) natural persons who may but need not be Home Lot Owners. Such board shall be known as the "Council" and shall be the governing body of the Association. The Council shall also have all the powers and duties necessary or appropriate to carry out such operation, maintenance and government, including without limitation: (a) all the powers and duties specifically granted to and imposed upon it by the Declaration, the Articles, these By-Laws and any Rules, and by law and by duly taken actions of the Members; (b) the operation and maintenance of the Common Open Space and the Passive Open Space and of any structures, improvements and watercourses from time to time located thereon, such as the entrance structures, fences, bridges, culverts, storm water disposal facilities, springhouses, walks, paths, swales, dams, ponds and stream beds and any retention basins; (c) the determination, imposition and collection of all Assessments and the payment of the Common

Expenses and Passive Open Space Expenses; (d) the power to enter into and to perform under contracts and other written instruments or documents on behalf of the Association; (e) the opening of bank accounts on behalf of the Association and designating the signatories therefor; (f) the power from time to time to adopt Rules, which shall be in addition to the Common Open Space and the Passive Open Space, to set the minimum standards for the maintenance of Home Lots by Home Lot Owners, to implement the Council's powers and duties under the Declaration, Articles and these By-Laws, to establish any penalties for violations by Home Lot Owners or Members of their obligation under those documents and the Rules, to establish fees for the use of specific recreational facilities and for other like matters.

4.2 The initial members of the Council shall be the individuals named in the Articles, who shall serve until their respective successors are elected or designated or their respective death, disability, resignation or removal.

4.3 The Declarant shall have the right to designate, remove and replace one member of the Council until the sooner of the date on which Declarant ceases to be a Home Lot Owner or December 31, 1988.

4.4 At each annual Members' meeting, the Members shall elect persons to the Council for terms expiring at the next annual Members' meeting and the election of their respective successors.

4.5 Council members elected by the Members may be removed by the Members only: (a) for cause, by a majority of the Members

VOLUME 003

attending a meeting at which a quorum is present and of which the Council member shall have five (5) days' prior written notice specifying the nature of such cause and at which he or she shall have the opportunity to be heard, and (b) without cause, by the vote of seventy-five (75%) percent of all the Members (and not just of those attending the meeting).

4.6 Vacancies occurring between meetings by reasons of death, disability and resignation shall be filled by the remaining Council members or member. Vacancies due to removal by the Members shall be filled by the Members.

4.7 An annual organization meeting of the Council shall be held, without notice, immediately following and at the place of each annual Members' meeting. The Council shall also meet at such other times and places as it or the President may from time to time determine, upon three (3) days' prior written notice stating the time, place and purpose of the meeting. Notice may be waived in writing before or after the meeting and shall be waived by attendance (except to protest lack of notice).

The physical presence of a majority of the members of Council shall constitute a quorum at any Council meeting. The Council may act by a majority of those attending a meeting at which a quorum is present and of which notice has been duly given or waived.

One or more persons may participate in a meeting of the Council or any committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, which

SECRET

Requires written consent.

ASSOCIATION


[Handwritten signature]
JOHN W. WATSON, President

By: *[Handwritten signature]*
MARILYN WATSON, Assistant
SECRET

... day of April, 1989, before me, the
personally appeared G. David Rosenblum, and
I acknowledged themselves to be the President and
Secretary, respectively, of the Council of Triangles
Homeowners, a non-profit corporation, and that they, as
President and Assistant Secretary, respectively, being authorized
to execute the foregoing Amendments to Triangles Homeowners
for the purposes therein contained by signing the name of
the corporation as President and Assistant Secretary,
respectively.

Witness my hand and notarial seal.

[NOTARIAL SEAL]

Kathleen M. Wozniak
NOTARY PUBLIC
My commission

NOTARIAL SEAL
KATHLEEN M. WOZNIAK, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Oct 24, 1992

UN

RECORDER OF DEEDS
DELAWARE COUNTY, PA.

082504

1987 OCT 27 PM 3:06

**AMENDMENT OF TRIANON DECLARATION AND BY-LAWS AND
ESTABLISHMENT OF ADDITIONAL COVENANTS WITH RESPECT TO LOT 58**

WHEREAS, the TRIANON HOMEOWNERS ASSOCIATION (the "Association") is a corporation incorporated under the Nonprofit Corporation Law of the Commonwealth of Pennsylvania; and

WHEREAS, the Association exercises certain duties and functions pursuant to the Trianon Homeowners Documents, including the Trianon Declaration and the Trianon By-Laws, recorded in the Office of the Recorder of Deeds of Delaware County in Volume 251, page 425 ("Trianon Declaration" and "Trianon By-Laws"), all with respect to a residential community known as "Trianon" and shown on a plan of Trianon made for Kazanjian Builders, Inc. by Momenee-King Associates dated 10/22/84 and last revised 12/28/84 and recorded on 2/19/85 in the Office of the Recorder of Deeds of Delaware County in Plan Case 14, page 226 ("Trianon Plan"); and

WHEREAS, WAYNE H. LEWIS and MARY JANE LEWIS, husband and wife (the "Lewises"), are the owners of Lots 1, 2, 3, 4, 52, 57 and 58 as shown on the Trianon Plan; and

WHEREAS, on September 16, 1987, upon a favorable vote of 75 percent of the Members of the Association and the approval of the Board of Commissioners of Radnor Township, Leon Kazanjian, Jr. executed and acknowledged an amendment to the Trianon Declaration (a copy of which is attached hereto as Exhibit "A" (the "1987 Amendment")), on behalf of Kazanjian Builders, Inc., the developer of Trianon, and as President of the Association, on behalf of the Association, which amendment was a condition precedent to the Lewises' purchase of Lots 1, 2, 3, 4, 52, 57 and 58; and

WHEREAS, the 1987 Amendment, though intended to be recorded at the settlement on Lot 58, was never recorded; and

WHEREAS, the Lewises have requested that the Association confirm the 1987 Amendment and, in consideration therefor, the Lewises have agreed to certain additional restrictions with respect to Lot 58; and

WHEREAS, the Association has placed the Lewises' proposal before the Membership of the Association and the Members of the Association have approved of the same by a favorable vote of 67% of the Members.

NOW, THEREFORE, the Association, on behalf of itself and its successors and assigns, and Wayne H. Lewis and Mary Jane Lewis, on behalf of themselves and their heirs, successors and assigns, intending to be legally bound hereby, declare, covenant and agree as follows:

VOL 1943 PG 0080

Handwritten notes:
33. 8
Ex. B
→ 1987 two pages 58
10/22/84 & 12/28/84
Plan. p. 226

EXHIBIT A

Legal Description

ALL THAT CERTAIN lot or piece of ground, SITUATE in Radnor Township, Delaware County, Pennsylvania bounded and described according to Plan of Trianon made for Kazanjian Builders, Inc. by Momenee-King Associates, Consulting Engineers, Ardmore, Pa. dated 10/22/1984 and last revised 2/19/1985 in Plan Case 14 page 226 as follows, to wit:

BEGINNING at a point in the title line in the bed of South Ithan Avenue measured along the title line of South Ithan Avenue from its intersection with the center line of Gramont Lane (60 feet wide) (if extended) South 67 degrees 38 minutes West 276.68 feet to the point and place of beginning; thence extending South 67 degrees 38 minutes West along the said title line 435.26 feet to a point in the center line of Chalous Lane (60 feet wide) (if extended), thence extending along the center line of Chalous Lane North 41 degrees 23 minutes 45 seconds West 100 feet to a point of curve, thence extending still along same Northwestwardly on the arc of a circle curving to the left having a radius of 150.00 feet the arc distance of 154.82 feet to a point of reverse curve, thence extending still along the center line of Chalous Lane Northwestwardly on the arc of a circle to the right having a radius of 150.00 feet the arc distance of 78.38 feet to a point, thence extending North 70 degrees 50 minutes East along Lot 4 and also along lot 3 of said Plan 188.03 feet to a point, thence extending North 19 degrees 2 minutes 43 seconds East along lot 2 and crossing a 20 feet wide Sanitary Sewer Easement, also open space "A" and along lot 1 on said plan 266.49 feet to a point, thence extending North 82 degrees 16 minutes West along lot 1 on said Plan 180.00 feet to a point in the center line of Trianon Lane (60 feet wide) thence extending along the center line of Trianon Lane the four following courses and distances (1) on the arc of circle curving to the left having a radius of 257.13 feet the arc distance of 64.39 feet to a point of tangent, (2) North 13 degrees 21 minutes, 9 seconds West 58.99 feet to a point of curve, (3) Northeastwardly on the arc of a circle curving to the right having a radius of 180.00 feet the arc distance of 376.63 feet to a point of tangent and (4) South 73 degrees 20 minutes East 11.00 feet to a point, thence extending South 24 degrees 20 minutes East along Lot 52 on said Plan 250.00 feet to a point, thence extending North 65 degrees 40 minutes East still along Lot 52 on said Plan 75.00 feet to a point; thence extending South 24 degrees 20 minutes East along Lot 51 on said Plan 34.89 feet to a point, thence extending North 65 degrees 40 minutes East still along Lot 51 on said Plan 70.00 feet to a point, thence extending South 24 degrees 20 minutes East along Lot 50 of said Plan 70.84 feet to a point, thence extending North 65 degrees 40 minutes East still along Lot 50 of said Plan crossing a driveway 119.65 feet to a point, thence extending South 1 degree 28 minutes 5 seconds West along the Westerly side of a 20 feet wide Sanitary Sewer Easement and also along Lot 54 and Lot 55 on said Plan 172.23 feet to a point in the bed of 20 feet wide Sanitary Sewer Easement and a corner of lots 55, 56 and 57, thence extending North 79 degrees 13 minutes 46 seconds West along lot 57 of said Plan and crossing the aforesaid 20 feet wide Sanitary Sewer Easement 98.36 feet to a point, thence extending South 22 degrees 2 minutes East along lot 57 on said Plan and along open space "g" recrossing said 20 feet wide Sanitary Sewer Easement 246.19 feet to the first mentioned point and place of beginning.

BEING LOT # 58 on the above mentioned Plan. 200 S. Ithan Avenue, Villanova, PA 19085

BEING FOLIO NO. 36-04-02344-00.

BEING the same premises which Kazanjian Builders, Inc., by Deed dated 10/2/1987 and recorded 11/15/1987 in the County of Delaware in Volume 518 page 1973 conveyed unto Wayne H. Lewis and Mary Jane Lewis.

VOL 1943 PG 0081

AMENDMENT TO THE TRIANON HOMEOWNERS DECLARATION

Declaration to be amended as follows:

- (1) Lot #58 to withdraw and be released from all provisions of the Declaration and By-Laws which would impose any control by the Association or any of its Members over the use, construction, reconstruction, improvement or repair upon said Lot, except that Lot #58 shall remain subject under the Declaration and By-Laws to the Annual Assessments or other assessments for the maintenance of Open Space, but for no other purpose.
- (2) As long as same entity owns Lot #1 and Lot #2, to be able to fence in the Passive Open Space between Lot #1 and Lot #2 provided that Owner shall thereafter be solely responsible for the maintenance of said Open Space with the Association having no further responsibility therefor, financial or otherwise, until Lot #1 and Lot #2 revert to separate ownership.

KAZANJIAN BUILDERS, INC.

By: Leon Kazanjian Jr.
President

Attest: Penny Lee Kazanjian
Vice President

TRIANON HOMEOWNERS ASSOCIATION

By: Leon Kazanjian Jr.
President

Attest: Penny Lee Kazanjian
Vice President

TOWNSHIP OF RADNOR

By: Robert D. [Signature]

Attest: Constance [Signature]

EXHIBIT A

9/16/87

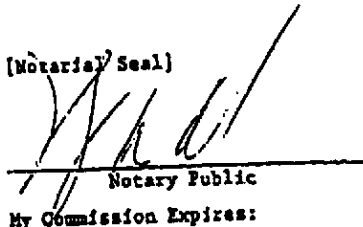
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Delaware : ss.

On this, the 16th day of September 1987,
before me, the undersigned officer, personally appeared
Leon Kayonjian, Jr., who acknowledged himself to
be the President of Tridown Homeowners Association
a Pennsylvania 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
partnership by himself as President of such corporate general
partner.

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

[Notarial Seal]



Notary Public

My Commission Expires:

MARY D. NOVAK
Notary Public, Villanova, Delaware Co.
My Commission Expires August 5, 1991

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF *Delaware* : ss.

On this, the *16th* day of *Sept.* 1987.
Before me, the undersigned officer, personally appeared
Ston Karpman Jr who acknowledged himself to
be the President of *Karpman Brothers, Inc*
a Pennsylvania 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
partnership by himself as President of such corporate general
partner.

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

[Notarial Seal]

Notary Public
My Commission Expires:

MARY D NOVAK
Notary Public, Vitenova, Delaware Co.
My Commission Expires August 5, 1991

010005

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF Delaware : ss.

On this, the 21st day of September 1987 ,
before me, the undersigned officer, personally appeared
Graham D. Andrews , who acknowledged himself to
be the President of the Radnor Township Board of Commissioners
a Pennsylvania 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
partnership by himself as President of such corporate general
partner.

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

[Notarial Seal]


Notary Public

My Commission Expires:

CONETTA CLARK, NOTARY PUBLIC
RADNOR TOWNSHIP, DELAWARE COUNTY
MY COMMISSION EXPIRES AUG. 22, 1991
Member, Pennsylvania Association of Notaries

1. Lot 58 is withdrawn and released from all provisions of the Declaration and By-Laws which would impose any control by the Association or any of its Members over the use, construction, reconstruction, improvement or repair upon said Lot, except that Lot 58 shall remain subject under the Declaration and By-Laws to the Annual Assessments or other assessments for the maintenance of Open Space, but for no other purpose.
2. As long as the same entity ("Owner") owns Lot 1 and Lot 2, the Owner shall have the right to fence in the Passive Open Space between Lot 1 and Lot 2, provided that the Owner shall thereafter be solely responsible for the maintenance of said Open Space with the Association having no further responsibility therefor, financial or otherwise, until Lot 1 and Lot 2 revert to separate ownership.
3. Wayne H. Lewis and Mary Jane Lewis, on behalf of themselves and their heirs, successors and assigns, intending to be legally bound, covenant and agree as follows:
 - i. So long as the mansion house currently located on Lot 58 remains on the property, Lot 58 shall not be subdivided into more than six (6) lots (each a "Subdivided Lot");
 - ii. Each new house constructed on a Subdivided Lot must be constructed consistent with the overall architectural character of the neighborhood, to wit: they must be two-story homes designed in the French Provincial style, with stucco exteriors, shutters and brick chimneys, consistent with the design and color of the existing homes at Trianon.
 - iii. After the construction of each new house on a Subdivided Lot is completed and the house is sold, the property shall automatically become subject to all of the provisions of the Trianon Declaration and By-Laws applicable to Class A Lots upon the transfer of ownership to the first purchaser.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this 9th day of August, 1999.

TRIANON HOMEOWNERS ASSOCIATION

By:

Wayne H. Lewis
President

Wayne H. Lewis
WAYNE H. LEWIS

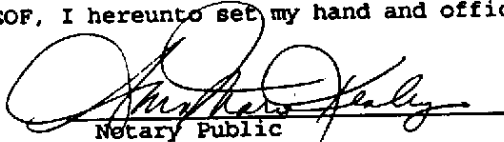
Mary Jane Lewis
MARY JANE LEWIS

gdr\gdr\trianon\amend.002

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Montgomery : ss

On this, the 18 day of August, 1999, before me, the undersigned officer, personally appeared Nelson Stefany, who acknowledged himself to be the President of Trianon Homeowners Association, a nonprofit 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.

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


Notary Public

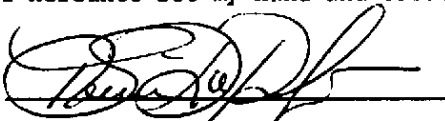
My Commission Expires

NOTARIAL SEAL
ANNA MARIE T. KEALEY, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires March 11, 2002

COMMONWEALTH OF PENNSYLVANIA :
: 88
COUNTY OF :

On this, the 9th day of AUGUST, 1999, before me,
Bennie DeProspero the undersigned officer, personally appeared Mary
Jane Lewis and Wayne H. Lewis, known to me (or satisfactorily
proven) to be the persons whose names 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.


Notary Public

My Commission Expires



This Indenture Made the **30th** day of **September** in the year of our Lord two thousand and **Three** 120 **03**

Between **JERALD S. BATOFF and ROBIN BATOFF, HUSBAND and WIFE**

(hereinafter called the Grantor s of the one part, and

ROBIN BATOFF

(hereinafter called the Grantee) of the other part.

Witnesseth That the said Grantor s

for and in consideration of the sum of

ONE DOLLAR (\$1.00) lawful money of the United States of America, unto **them** well and truly paid by the said Grantee at or before the seating and delivery hereof, the receipt whereof is hereby acknowledged. **have** granted, bargained and sold, released and confirmed, and by these presents **do** grant, bargain and sell, release and confirm unto the said Grantee, **her** heirs and assigns. **in fee.**

RD BK02977-2246

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10/16/2003 10:53:34 AM

2003137964 Page: 2246.00



DELAWARE COUNTY

THOMAS J. ADGE SR. SOB

ALL THOSE CERTAIN lots or pieces of ground Situate in Republic Township, Delaware County, Pennsylvania, bounded and described according to Plan of Trianon made for Kazanjian Builders, Inc. by Mounce-King Associates, Consulting Engineers, Ardmore, Pa. Dated 10-22-1984 last revised 2-19-1985 in Plan Case 14 page 226 as follows, to wit:-

BEGINNING at a point in the center line of Trianon Lane (60 feet wide) measured along the center line of Trianon Lane from its intersection with the center line of Gramont Lane (60 feet wide) (if extended) the five following courses and distances: (1) North 73 degrees 30 minutes West 166.63 feet to a point of curve; (2) Westwardly on the arc of a circle curving to the left having a radius of 150 feet the arc distance of 136.49 feet to a point of tangent; (3) South 54 degrees 22 minutes West 94.94 feet to a point of curve; (4) Westwardly on the arc of a circle curving to the right having a radius of 150.00 feet the arc distance of 136.57 feet to a point of tangent; (5) North 73 degrees 20 minutes West 39.83 feet to the point and place of beginning; thence extending from side point and place of beginning, South 24 degrees 20 minutes East along Lot 51 on said Plan 185.11 feet to a point; thence extending South 65 degrees 40 minutes West along Lot 58 on said plan 75.00 feet to a point; thence extending North 24 degrees 20 minutes West still along side Lot 250 feet to the center line of Trianon Lane; thence extending South 73 degrees 20 minutes East along the center line of Trianon Lane 99.17 feet to the first mentioned point and place of beginning.

BEING Lot No. 52 on the above mentioned Plan.

BEING Folio No. 36-04-02700-51.

BEING the same premises which Wayne H. Lewis and Mary Jane Lewis, his wife by Deed dated 8/26/2003 and recorded ___/___/2003 in the Office for the Recording of Deeds in and for the County of Delaware, Commonwealth of Pennsylvania in Volume ___ page ___, granted and conveyed unto Jerald S. Batoff and Robin Batoff, husband and wife, their heirs and assigns, as tenants by the entireties, in fee.

Under and subject to a certain Declaration of Restrictions and Covenants of even date herewith and appended hereto and made a part hereof.



REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY
State Tax Paid
Book Number 2977
Page Number 246
Date Recorded 10/10/03

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheets.

A CORRESPONDENT - All inquiries may be directed to the following person:

Name: Jerald S. Batoff, Esquire
Telephone Number:
Street Address: ONE PENN CENTER 19TH FLOOR
City: Philadelphia PA
State: PA Zip Code: 19103

B TRANSFER DATA

Grantor(s)/Lessor(s): Jerald AND Robin Batoff
Grantee(s)/Lessee(s): Robin Batoff
Street Address: 200 So. Ithaca Avenue
City: Villanova PA Zip Code: 19085

C PROPERTY LOCATION

Street Address: Lot 52, TRIANON LANE
City, Township, Borough: RADNOR
County: Delaware
School District: RADNOR
Tax Parcel Number: 36-04-02700-51

D VALUATION DATA

1. Actual Cash Consideration: \$1.00
2. Other Consideration: + 0
3. Total Consideration: = \$1.00
4. County Assessed Value: \$121,920.00
5. Common Level Ratio Factor: x 1.15
6. Fair Market Value: = \$140,208.00

E EXEMPTION DATA

1a. Amount of Exemption Claimed: 100%
1b. Percentage of Interest Conveyed: 100%

2 Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession
Transfer to Industrial Development Agency
Transfer to a trust
Transfer between principal and agent
Transfers to the Commonwealth, the United States and instrumentalities by gift, dedication, condemnation or in lieu of condemnation
Transfer from mortgagor to a holder of a mortgage in default
Corrective or confirmatory deed
Statutory corporate consolidation, merger or division
Other (Please explain exemption claimed, if other than listed above): This is a transfer between husband and wife to wife

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Grantor(s) or Responsible Party: [Signature]
Date: 9/15/03

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

DECLARATION OF RESTRICTIONS AND COVENANTS

For good and valuable consideration of one dollar (\$1.00), the receipt of which is hereby acknowledged, the parties intending to be legally bound, hereby agree as follows:

Lot 52 (the "Property"), as more particularly described in the legal description attached hereto as Exhibit "A", shall be subject to the following restrictions:

1. The Property shall not be sold unless it is transferred simultaneously with the transfer of Lot No. 1 of the Trianon subdivision (also known as 200 South Ithan Avenue, Villanova, PA 19085) as more particularly described on Exhibit "B" attached hereto. In the event of a sale of both the Property and Lot No. 1, the allocation of the proceeds of the sale of the Property shall be the greater of (a) \$300,000.00 plus two percent (2%) per year for each year starting in 2004, or (b) the ultimate sale price of the Property.
2. If after two years of marketing efforts (including listing both the Property and Lot No. 1 with a real estate broker) to sell both the Property and Lot No. 1 have occurred and no offer is made to purchase Lot No. 1 and the Property, then in such event the Property may be sold separately.
3. Notwithstanding anything to the contrary stated herein, no improvements (including, but not limited to any building) shall be made to the Property without the prior written consent of Robin Batoff and Jerald Batoff.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration this 30th day of September, 2003.



Robin Batoff



Jerald Batoff

ALL THOSE CERTAIN lots or pieces of ground Situate in Radnor Township, Delaware County, Pennsylvania, bounded and described according to Plan of Trianon made for Kazanjian Builders, Inc. by Momenec-King Associates, Consulting Engineers, Ardmore, Pa. Dated 10-22-1984 last revised 2-19-1985 in Plan Case 14 page 226 as follows, to wit:-

BEGINNING at a point in the center line of Trianon Lane (60 feet wide) measured along the center line of Trianon Lane from its intersection with the center line of Gramont Lane (60 feet wide) (if extended) the five following courses and distances: (1) North 73 degrees 30 minutes West 166.63 feet to a point of curve; (2) Westwardly on the arc of a circle curving to the left having a radius of 150 feet the arc distance of 136.49 feet to a point of tangent; (3) South 54 degrees 22 minutes West 94.94 feet to a point of curve; (4) Westwardly on the arc of a circle curving to the right having a radius of 150.00 feet the arc distance of 136.57 feet to a point of tangent; (5) North 73 degrees 20 minutes West 39.83 feet to the point and place of beginning; thence extending from side point and place of beginning, South 24 degrees 20 minutes East along Lot 51 on said Plan 185.11 feet to a point; thence extending South 65 degrees 40 minutes West along Lot 58 on said plan 75.00 feet to a point; thence extending North 24 degrees 20 minutes West still along side Lot 250 feet to the center line of Trianon Lane; thence extending South 73 degrees 20 minutes East along the center line of Trianon Lane 99.17 feet to the first mentioned point and place of beginning.

BEING Lot No. 52 on the above mentioned Plan.

BEING Folio No. 36-04-02700-51.

BEING the same premises which Wayne H. Lewis and Mary Jane Lewis, his wife by Deed dated 8/26/2003 and recorded / /2003 in the Office for the Recording of Deeds in and for the County of Delaware, Commonwealth of Pennsylvania in Volume page , granted and conveyed unto Jerald S. Batoff and Robin Batoff, husband and wife, their heirs and assigns, as tenants by the entireties, in fee.

Under and subject to a certain Declaration of Restrictions and Covenants of even date herewith and appended hereto and made a part hereof.

Exhibit "A"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected SITUATE in the Township of Radnor, County of Delaware and State of Pennsylvania being described according to a 3 lot Minor Final Subdivision of the Lewis Property (200 S. Ithan Avenue) made by Mornence and Associates, Inc. C.E. Land Surveyor, Bryn Mawr, Pa 19010, dated 6/14/1999, recorded 4/16/2001 in Plan Volume 21 page 229 as follows to wit:

BEGINNING at a point in the center line of South Ithan Avenue a corner of lot #3 on said plan being measured North 67 degrees 38 minutes 00 seconds East 70.47 feet from the intersection with Chalous Lane (60 feet wide) thence extending along the said lot #3 North 06 degrees 53 minutes 42 seconds East 263.23 feet to a point in the bed of an existing 20 feet wide sanitary sewer easement; thence along same and also along lots 2 & 3 North 82 degrees 53 minutes 00 seconds West 163.24 feet to a point; thence extending North 19 degrees 02 minutes 43 seconds East 142.35 feet to a point; thence extending North 82 degrees 16 minutes West, 180 feet to a point in the center line of Trianon Lane (60 feet wide); thence extending along the same the four following courses and distances (1) Northwestwardly on the arc of a circle curving to the left having a radius of 175 feet the arc distance of 64.41 feet to a point of tangent (2) North 13 degrees 21 minutes 9 seconds West 58.99 feet to a point of curve (3) Northwestwardly, Northwardly and Northeastwardly on the arc of a circle curving to the right having a radius of 180 feet the arc distance of 376.63 feet to a point of tangent and (4) South 73 degrees 28 minutes East 11.50 feet to a point, thence extending South 24 degrees 20 minutes East along Lot 52 on Plan of Trianon aforesaid 250 feet to a point, thence extending North 65 degrees 40 minutes East continuing along said Lot 75 feet to a point, thence extending South 24 degrees 20 minutes East along Lot No. 51 on Plan of Trianon 24.89 feet to a point, thence extending North 65 degrees 40 minutes East along the new lot line through Lot 51 on Plan of Trianon 70 feet to a point, thence extending South 24 degrees 20 minutes East along Lot No. 50 on Plan of Trianon 80.84 feet to a point, thence extending North 65 degrees 40 minutes East continuing along said Lot 119.65 feet to a point, thence extending South 1 degrees 28 minutes 5 seconds West along Lots 54 and 55 on Plan of Trianon 172.23 feet to a point in the bed of said 20 feet wide sanitary sewer easement, thence extending South 79 degrees 13 minutes 46 seconds West 98.36 feet to a point, thence extending South 22 degrees 2 minutes East along Lot 57 and active Open Space on Plan of Trianon recrossing said easement 246.19 feet to a point in the center line of Ithan Avenue aforesaid, thence extending South 67 degrees 11 minutes West along the same 364.79 feet to the first mentioned point and place of beginning.

BEING Lot #1 on said Plan and the Southeasterly 10 feet of Lot #1 on Trianon Plan.

Folio # 36-04-02344-00 " " "
Exhibit B
200 South Ithan Ave

2003137954 Page: 2251.00

Together with all and singular the **buildings and** improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of

them the said grantor as well at law as in equity, of, in, and to the same.

To have and to hold the said lot or piece of ground described **with the buildings and improvements thereon erected,** hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee **her** heirs and assigns, to and for the only proper use and behoof of the said Grantee **her** heirs and assigns forever


And the said Grantor **for themselves, their** heirs,

executors and administrators do covenant, promise and agree, to and with the said Grantee **her** heirs and assigns, by these presents, that **they** the said Grantor **s and their** heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee **her** heirs and assigns, against **them** the said Grantor **s and their** heirs, and against all and every person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under **him, her, it** or any of **em,** shall and will

WARRANT and forever DEFEND.

In Witness Whereof, the parties of the first part have hereunto set their **hand and seal** Dated the day and year first above written

Scaled and Delivered
IN THE PRESENCE OF US


JERALD S. BATOFF




ROBIN BATOFF



Commonwealth of Pennsylvania } ss:
County of Philadelphia

On this, the 30th day of September, 2003, before me, a Notary Public for the Commonwealth of Pennsylvania, residing in the City of Philadelphia

the undersigned Officer, personally appeared **JERALD S. BATOFF and ROBIN BATOFF, HUSBAND and WIFE**

known to me (satisfactorily proven) to be the person whose name is (are) subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

I hereunto set my hand and official seal.

NOTARIAL SEAL
CAROL S. BEST, Notary Public
City of Philadelphia, Phila. County
My Commission Expires July 3, 2004

Carol S. Best
Notary Public

*Keystone Agency
09-22-03
bec om*

DEED

**JERALD S. BATOFF and
ROBIN BATOFF, HUSBAND and
WIFE**

-TO-

ROBIN BATOFF

**PREMISES: Lot #52 Trianon Lane
Radnor Township
Delaware County, PA**

**Keystone Agency, Inc.
1500 Walnut St.
Suite 301
Phila., PA 19102**

2003 Julie G. Clark Cot. Phila.

**Keystone Agen
1500 Walnut St**

**Keystone Suite 301
1500 Walnut St**

**Suite 301
Phila., PA 19102**

The Address of the above-named Grantee

200 S. LEXINGTON AVE.
VILLANOVA, PA 19085

On behalf of the Grantee



1.

This Indenture Made the 2nd

day of October in the year of our Lord one thousand nine hundred and Eighty-Seven

Between

KAZANJIAN BUILDERS, INC. (A PA. CORPORATION)

(hereinafter called the Grantor), of the one part, and

WAYNE H. LEWIS AND MARY JANE LEWIS, his wife.

(hereinafter called the Grantees), of the other part,

Witnesseth,

That the said Grantor

for and in consideration of the sum of

\$1.00

lawful

money of the United States of America, unto it well and truly paid by the said Grantees, at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantees, their heirs and assigns, AS tenants by the entireties

ALL THAT CERTAIN lot or piece of ground, SITUATE in Radnor Township, Delaware County, Pennsylvania bounded and described according to Plan of Trianon made for Kazanjian Builders, Inc. by Momenee-King Associates, Consulting Engineers, Ardmore, Pa. date 10/22/1984 last revised 2/19/1985 in Plan Case 14 page 226 as follows, to wit:

BEGINNING at a point in the title line in the bed of South Ithan Avenue measured along the title line of South Ithan Avenue from its intersection with the center line of Gramont Lane (60 feet wide) (if extended) South 67 degrees 38 minutes West 276.68 feet to the point and place of beginning; thence extending South 67 degrees 38 minutes West along the said title line 435.26 feet to a point in the center line of Chalous Lane (60 feet wide) (if extended), thence extending along the center line of Chalous Lane North 41 degree 23 minutes 45 seconds West 100 feet to a point of curve, thence extending still along same Northwestwardly on the arc of a circle curving to the left having a radius of 150.00 feet the arc distance of 154.82 feet to a point of reverse curve, thence extending still along the center line of Chalous Lane Northwestwardly on the arc of a circle to the right having a radius of 150.00 feet the arc distance of 78.38 feet to a point, thence extending North 70 degrees 50 minutes East along lot 4 and also along lot 3 of said Plan 188.03 feet to a point, thence extending North 19 degrees 2 minutes 43 seconds East along lot 2 and crossing a 20 feet wide Sanitary Sewer Easement also open space "A" and along lot 1 on said plan 266.49 feet to a point, thence extending North 82 degrees 16 minutes West along

1051071972

lot 1 on said Plan 180.00 feet to a point in the center line of Trianon Lane (60 feet wide) thence extending along the center line of Trianon Lane the four following courses and distances (1) on the arc of circle curving to the left having a radius of 257.13 feet the arc distance of 64.39 feet to a point of tangent, (2) North 13 degrees 21 minutes, 9 seconds West 58.99 feet to a point of curve, (3) Northwestwardly on the arc of a circle curving to the right having a radius of 180.00 feet the arc distance of 376.63 feet to a point of tangent and (4) South 73 degrees 20 minutes East 11.00 feet to a point, thence extending South 24 degrees 20 minutes East along Lot 52 on said plan 250.00 feet to a point, thence extending North 65 degrees 40 minutes East still along Lot 52 on said plan 75.00 feet to a point; thence extending South 24 degrees 20 minutes East along Lot 51 on said Plan 34.89 feet to a point, thence extending North 65 degrees 40 minutes East still along Lot 51 on said Plan 70.00 feet to a point, thence extending South 24 degrees 20 minutes East along Lot 50 of said Plan 70.84 feet to a point, thence extending North 65 degrees 40 minutes East still along Lot 50 of said Plan crossing a driveway 119.65 feet to a point, thence extending South 1 degree 28 minutes 5 seconds West along the Westerly side of a 20 feet wide Sanitary Sewer Easement and also along Lot 54 and Lot 55 on said Plan 172.23 feet to a point in the bed of 20 feet wide Sanitary Sewer Easement and a corner of lots 55, 56 and 57, thence extending North 79 degrees 13 minutes 46 seconds West along lot 57 of said Plan and crossing the aforesaid 20 feet wide Sanitary Sewer Easement 98.36 feet to a point, thence extending South 22 degrees 2 minutes East along lot 57 on said plan and along open space "C" recrossing said 20 feet wide Sanitary Sewer Easement 246.19 feet to the first mentioned point and place of beginning.

BEING LOT # 58 on the above mentioned Plan.

BEING FOLIO NO. 36-04-02344-00.

BEING part of the same premises which Robert Carter Harrison, Executor of the Estate of Caroline B. Ewing, deceased, by Deed dated 12/28/84 and recorded 1/7/85 in the County of Delaware in Volume 210 page 245 conveyed unto Kazanjian Builders, Inc., in fee.

Grantors grant, bargain, sell and convey to Kazanjian Builders, Inc. (a) the right to dedicate and grant to Radnor Township the portions of the Premises in the bed of any and all existing or plotted streets (including right of ways) and (b) all of Grantors right, title and interest in and to all other easements shown on the Plan, wherever situate on the Property, including without limitation sanitary sewer and storm sewer easements and in and to utility company easements not shown on the Plan but to be hereafter created required for water, gas, cable television, electric and telephone service to all or part or parts of the Property, together with the right to dedicate and grant any and all of said easements, and the sanitary and storm sewer and utility facilities thereon from time to time to the appropriate municipality, municipal authority or utility company.

Date: _____
 Transfer Tax in the amount of _____

_____ has been paid on account of _____

COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF REVENUE

REALTY TRANSFER TAX
 00.00

11/10/85 - Myrtle Lane

1051801976

Together with all and singular the buildings Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of the said Grantor in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lots or pieces of ground with the buildings an improvements thereon erected, Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantees, their Heirs and Assigns, to and for the only proper use and behoof of the said Grantees, their Heirs and Assigns, forever. As tenants by the entireties

And the said Grantor for itself and its successors and assigns do by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and Assigns, that it the said Grantor, its successors and assigns

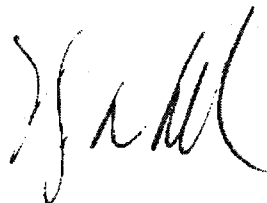
all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantees, their Heirs

and Assigns, against it the said Grantor, its successors and assigns and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them, or any of them, shall and will

WARRANT and forever DEFEND.

In Witness Whereof the party of the first part has hereunto affixed its corporate seal this _____ day of October A.D. 1987

Sealed and Delivered
IN THE PRESENCE OF US:

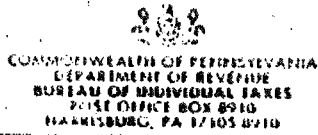


KAZANJIAN BUILDERS, INC.

BY: _____
Perry Lou Kazanjian, Jr.

ATTEST: _____
Perry Lou Kazanjian

10518101975



REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY	
Serial Last Paid	
Book Number	
Page Number	
Lines Recorded	

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT. All inquiries may be directed to the following person:

Name: Wayne H. Lewis Telephone Number: 215 525 8155
 Street Address: P.O. Box 250 City: Pocopson, State: Pa. Zip Code: 19366

B TRANSFER DATA

Grantor(s)/Lessor(s) <u>Kazanjian Builders Inc.</u>	Date of Acceptance of Document <u>19366</u>
Street Address <u>224 Trianon Lane</u>	Grantee(s)/Lessee(s) <u>Wayne H. & Mary Jane Lewis</u>
City <u>Villanova</u> State <u>Pa.</u> Zip Code <u></u>	Street Address <u>P.O. Box 250</u>
	City <u>Pocopson</u> State <u>Pa.</u> Zip Code <u>19366</u>

C PROPERTY LOCATION

Street Address <u>200 South Ithan Avenue</u>	City, Township, Borough <u>Villanova, Pa.</u>	
County <u>Delaware</u>	School District <u>Radnor</u>	Tax Parcel Number <u>36-04-02344-00</u>

D VALUATION DATA

1. Actual Cash Consideration <u>\$1,000,000.00</u>	2. Other Consideration <u>+</u>	3. Total Consideration <u>= 1,000,000.00</u>
4. County Assessed Value <u></u>	5. Common Level Ratio Factor <u>X</u>	6. Fair Market Value <u></u>

E EXEMPTION DATA

1a. Amount of Exemption Claimed <u>NONE</u>	1b. Percentage of Interest Conveyed <u>100%</u>
--	--

2. Check Appropriate Box Below for Exemption Claimed
- Will or intestate succession (Name of Decedent) _____ (Estate Tax Number) _____
 - Transfer to Industrial Development Agency.
 - Transfer to Agr. or Straw Party. (Attach copy of agency/straw party agreement).
 - Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed \$ _____
 - Transfers to the Commonwealth, the United States, and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
 - Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____ Page Number _____
 - Corrective deed (Attach copy of the prior deed).
 - Statutory Corporate Consolidation, Merger or Division. (Attach copy of articles).
 - Other (Please explain exemption claimed, if other than listed above) _____

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party <u>[Signature]</u>	Date <u>2/1</u>
---	--------------------

(SEE REVERSE)

00516 01976

Commonwealth of Pennsylvania

County of *Delaware*
On this, the *2nd* day of *October*, 19*87*.

before me, *A. Kate Public*
the undersigned officer,

personally appeared *Leon Kazanjian* who acknowledged himself (herself) to be the *President* of *Kazan Builders Inc* 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 (herself) as *Pres*.

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

[Signature]

1987
ACEA

KAZANJIAN BUILDERS, INC.

TO:

WAYNE H. LEWIS AND MARY JANE LEWIS
his wife

PROPERTY: 200 SOUTH ITHAN AVENUE
RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA

750-5 John C. Clark Co., Phila 1987

071950

6
22376

[Seal]
[Signature]

The address of the above-named Grantee
P.O. Box 350
Procyson, Pa.
on behalf of the Grantee
19366.

1060518101977

This Indenture made the 23rd

day of *November* in the year of our Lord one thousand nine hundred and *Eighty Seven* **Between**

KAZANJIAN BUILDERS, INC. A PENNSYLVANIA CORPORATION

(hereinafter called the Grantor), of the one part, and

WAYNE H. LEWIS and MARY JANE LEWIS, husband and wife

(hereinafter called the Grantee), of the other part,

Witnesseth,

That the said Grantor

for and in consideration of the sum of

\$600,000.00

lawful

money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee, their heirs and assigns, As tenants by the entireties

ALL THOSE CERTAIN lots or pieces of ground, SITUATE in Radnor Township, Delaware County, Pennsylvania, bounded and described according to Plan of Trianon made for Kazanjian Builders, Inc. by Momenee-King Associates, Consulting Engineers, Ardmore, Pa. dated 10/22/1984 last revised 2/19/1985 in Plan Case 14 page 226 as follows, to wit:

BEGINNING at a point in the center of Trianon Lane (60 feet wide) measured the two following courses and distances along the same from the center line of Chalous Lane (if extended) (60 feet wide) (1) North 70 degrees 50 minutes East 105.42 feet to a point of curve and (2) Northeastwardly on the arc of a circle curving to the left having a radius of 175 feet the arc distance of 135.01 feet, the point and place of beginning, thence extending Northwardly along the center of Trianon Lane on the arc of a circle curving to the left having a radius of 175 feet the arc distance of 57.73 feet to a point, thence along Lot 58 on said plan the two following courses and distances (1) South 82 degrees 16 minutes East 180 feet to a point and (2) South 19 degrees 2 minutes 43 seconds West 116.01 feet to a point, thence extending North 63 degrees 22 minutes West along open space "A" on said Plan 176.18 feet to the first mentioned point and place of beginning.

BEING Lot No. 1 on the above mentioned Plan.

BEING JULIO NO. 36-04-02700-00.

VER 053 2 900 46 9

BEGINNING at a point in the center of Trianon Lane (60 feet wide) measured the two following courses and distances along the same from the center line of Chaloux Lane (if extended) (60 feet wide) (1) North 70 degrees 50 minutes East 105.42 feet to a point of curve and (2) Northeastwardly on the arc of a circle curving to the left having a radius of 175 feet the arc distance of 68.12 feet to the point and place of beginning, thence extending Northeastwardly along the center of Trianon Lane on the arc of a circle curving to the left having a radius of 175 feet the arc distance of 46.85 feet to a point, thence extending along open space "A" on said plan, South 63 degrees 22 minutes East 179.99 feet to a point, thence extending South 19 degrees 2 minutes 43 seconds West along Lot 58 on said plan crossing a 20 feet wide sanitary sewer easement 130.30 feet to a point, thence extending North 41 degrees 28 minutes West along Lot 3 on said plan recrossing said easement 224.91 feet to the first mentioned point and place of beginning.

BEING Lot No. 2 on the above mentioned Plan.

BEING FOLIO NO. 36-04-02700-01.

BEGINNING at a point in the center line of Trianon Lane (60 feet wide) measured along the center line of Trianon Lane from its intersection with the center line of Gramont Lane (60 feet wide) (if extended) the five following courses and distances (1) North 73 degrees 30 minutes West 166.63 feet to a point of curve (2) Westwardly on the arc of a circle curving to the left having a radius of 150.00 feet the arc distance of 136.49 feet to a point of tangent (3) South 54 degrees 22 minutes West 94.94 feet to a point of curve (4) Westwardly on the arc of a circle curving to the right having a radius of 150.00 feet the arc distance of 136.57 feet to a point of tangent (5) North 73 degrees 20 minutes West 39.83 feet to the point and place of beginning, thence extending from said point and place of beginning, South 24 degrees 20 minutes East along Lot 51 on said plan 185.11 feet to a point, thence extending South 65 degrees 40 minutes West along Lot 58 on said plan 75.00 feet to a point, thence extending North 24 degrees 20 minutes West still along said Lot 250.00 feet to the center line of Trianon Lane, thence extending South 73 degrees 20 minutes East along the center line of Trianon Lane 99.17 feet to the first mentioned point and place of beginning.

BEING Lot No. 52 on the above mentioned Plan.

BEING FOLIO NO. 36-04-02700-51.

BEGINNING at a point in the center line of Gramont Lane (60 feet wide) measured along the same the two following courses and distances from the intersection of the center line of Gramont Lane (60 feet wide) and the center line of Trianon Lane (60 feet wide) (1) South 16 degrees 30 minutes West 260.72 feet to a point of curve (2) Southwardly on the arc of a circle curving to the left having a radius of 250.00 feet the arc distance of 176.90 feet to the point and place of beginning thence extending from said point and place of beginning Southwardly along the center line of Gramont Lane on the arc of a circle curving to the left having a radius of 250.00 feet the arc distance of 20.06 feet to a point, thence extending South 67 degrees 58 minutes West along open space "G" 260.00 feet to a point, thence extending North 22 degrees 2 minutes West along Lot 58 on said plan crossing a 20 feet wide sanitary sewer easement 130 feet to a point, thence extending North 79 degrees 13 minutes 46 seconds East still along Lot 58 on said plan recrossing said 20 feet wide sanitary sewer easement 98.36 feet to a point in the bed of same, thence extending South 22 degrees 2 minutes East along Lot 56 on said plan 90.79 feet to a point, thence extending North 67 degrees 58 minutes East still along Lot 56 on said plan 162.06 feet to a point in the center line of Gramont Lane the first mentioned point and place of beginning.

BEING Lot No. 57 on the above mentioned Plan.

BEING FOLIO NO. 36-04-02220-79.

VOL 53 2 FGD 470

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE

BEING part of the same premises which, ~~part~~ ^{part} after ~~the~~ ^{the} ~~decease~~ ^{decease} of the Estate of Caroline B. Ewing, deceased by Deed dated 12/28/1984 and recorded 1/7/1985 in the Office for the Recording of Deeds of Delaware County in Volume 210 page 245 granted and conveyed unto Kazanjian Builders, Inc., A Pa. Corporation, in fee.

REALTY TRANSFER TAX
6,000.00

Grantors grant, bargain, sell and convey to Kazanjian Builders, Inc. (a) the right to dedicate and grant to Radnor Township the portions of the Premises in the bed of any and all existing or plotted streets (including right of ways) and (B) all of Grantors' right, title and interest in and to all other easements shown on the plan, wherever situate on the Property, including without limitations sanitary sewer and storm sewer easements and in and to utility company easements not shown on the Plan but to be hereafter created required for water, gas, cable television, electric and telephone service to all or part or parts of the Property, together with the right to dedicate and grant any and all of said easements, and the sanitary and storm sewer and utility facilities thereon from time to time to the appropriate municipality, municipal authority or utility company.

Date 11.25.87
Transfer Tax in the amount of 6,000.00
7,500 has been paid on account of Radnor

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX
6,000.00

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX
900.00

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX
900.00

COMMONWEALTH OF PENNSYLVANIA
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REALTY TRANSFER TAX
900.00

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX
900.00

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
REALTY TRANSFER TAX
900.00

Together with all and singular the buildings
Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges,
Hereditaments and Appurtenances, whatsoever thereto belonging, or in any wise appertaining, and
the Reversions and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title,
Interest, Property, Claim and Demand whatsoever of the said Grantor
in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground with the
buildings and improvements thereon erected
Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurte-
nances, unto the said Grantees, their Heirs
and Assigns, to and for the only proper use and behoof of the said Grantees, their Heirs
and Assigns, forever. As tenants by the entireties

And the said Grantor for itself and its successors and assigns do by

these presents, covenant, grant and agree, to and with the said Grantees, their Heirs
and Assigns, that it the said Grantor, its successors and assigns

all and singular the
Hereditaments and Premises herein above described and granted, or mentioned and intended so to be,
with the Appurtenances, unto the said Grantees, their Heirs

and Assigns,
against it the said Grantor, its successors and assigns and against all and every
Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from
or under it, them, or any of them,
shall and will

WARRANT and forever DEFEND.

In Witness Whereof the party of the first part has hereunto affixed its corporate
seal duly attested the day and year first above written.

Sealed and Delivered

IN THE PRESENCE OF US:

KAZANJIAN BUILDERS, INC.

BY:

ATTEST:

VOLOS 3 2 PG04 72

Commonwealth of Pennsylvania

County of *Delaware*

On this, the *23* day of *November*, 19*87*, before me, *a Notary Public*

personally appearing *Leon Kazanjian* who acknowledged himself (herself) to be the *President* of *Kazanjian Builders, Inc.* a corporation, and that he as such *Leon Kazanjian*, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as *Leon Kazanjian*

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

[Handwritten signature]

MA-70-100
Notary Public, Delaware
My Commission Expires August 1, 1988



083349

1958-13

DEED.

KAZANJIAN BUILDERS, INC. A PA. CORPORATION

TO

WAYNE H. LEWIS and MARY JANE LEWIS, husband and wife

PREMISES: Lots 1, 2, 52 and 57
Trianon Lane
Radnor Township
Delaware Co., Pa.

750-S John C. Clark Co., Phila 1987

RECORDER OF DEEDS
DELAWARE CO., PA
Nov 25 12 29 PM '87

1,500,000
6,000,000
16,350
13,516.15

[Handwritten signature]

The address of the above-named Grantee

P.O. Box 250

Leon Kazanjian Inc.
On behalf of the Grantee
19366

1010532160473

RECORD OF DEEDS
DELAWARE COUNTY, PA.

082503

Handwritten signature

OCT 27 1999 3:06

DEED OF RESTRICTIONS

This Deed of Restrictions is made, this 9th day of August, 1999, by WAYNE H. LEWIS and MARY JANE LEWIS, husband and wife (the "Lewises").

WITNESSETH:

The Lewises are the owners of Lots 1, 2, 3, 4, 52, 57 and 58 of that certain residential community known as "Trianon" and shown on a plan of Trianon made for Kazanjian Builders, Inc. by Momenee-King Associates dated 10/22/84 and last revised 12/28/84 and recorded on 2/19/85 in the Office of the Recorder of Deeds of Delaware County in Plan Case 14, page 226 ("Trianon Plan").

The Lewises desire to impose certain additional restrictions with respect to Lot 58 (the "Property"), which is more fully described in Exhibit A attached hereto.

NOW, THEREFORE, the Lewises, on behalf of themselves and their heirs, successors and assigns, intending to be legally bound hereby, declare, covenant and agree as follows:

1. So long as the mansion house currently located on the Property remains on the Property, the Property shall not be subdivided into more than six (6) lots (each a "Subdivided Lot").

2. Each new house constructed on a Subdivided Lot must be constructed consistent with the overall architectural character of the neighborhood, to wit: such houses must be two-story homes designed in the French Provincial style, with stucco exteriors, shutters and brick chimneys, consistent with the design and color of the existing homes at Trianon.

3. After the construction of each new house built on a Subdivided Lot is completed and the house is sold, the property shall automatically become subject to all of the provisions of the Trianon Declaration and By-Laws applicable to Class A Lots upon the transfer of ownership to the first purchaser.

IN WITNESS WHEREOF, the Lewises have set their hands and seals hereto.

Wayne H. Lewis

WAYNE H. LEWIS
Mary Jane Lewis

MARY JANE LEWIS

gdr\gdr\trianon.deed.002

VOL 1943 PG 0076

DM
2/1/00
PB

J. KRASNOWIC, ESQ.
1200 TWO 40 ST
PHILA. PA. 19103

EXHIBIT A

Legal Description

ALL THAT CERTAIN lot or piece of ground, SITUATE in Radnor Township, Delaware County, Pennsylvania bounded and described according to Plan of Trianon made for Kazanjian Builders, Inc. by Momenec-King Associates, Consulting Engineers, Ardmore, Pa. dated 10/22/1984 and last revised 2/19/1985 in Plan Case 14 page 226 as follows, to wit:

BEGINNING at a point in the title line in the bed of South Ithan Avenue measured along the title line of South Ithan Avenue from its intersection with the center line of Gramont Lane (60 feet wide) (if extended) South 67 degrees 38 minutes West 276.68 feet to the point and place of beginning; thence extending South 67 degrees 38 minutes West along the said title line 435.26 feet to a point in the center line of Chalous Lane (60 feet wide) (if extended); thence extending along the center line of Chalous Lane North 41 degrees 23 minutes 45 seconds West 100 feet to a point of curve, thence extending still along same Northwestwardly on the arc of a circle curving to the left having a radius of 150.00 feet the arc distance of 154.82 feet to a point of reverse curve, thence extending still along the center line of Chalous Lane Northwestwardly on the arc of a circle to the right having a radius of 150.00 feet the arc distance of 78.38 feet to a point, thence extending North 70 degrees 50 minutes East along Lot 4 and also along lot 3 of said Plan 188.03 feet to a point, thence extending North 19 degrees 2 minutes 43 seconds East along lot 2 and crossing a 20 feet wide Sanitary Sever Easement also open space "A" and along lot 1 on said plan 266.49 feet to a point, thence extending North 82 degrees 16 minutes West along lot 1 on said Plan 180.00 feet to a point in the center line of Trianon Lane (60 feet wide) thence extending along the center line of Trianon Lane the four following courses and distances (1) on the arc of circle curving to the left having a radius of 257.13 feet the arc distance of 64.39 feet to a point of tangent, (2) North 13 degrees 21 minutes, 9 seconds West 58.99 feet to a point of curve, (3) Northeastwardly on the arc of a circle curving to the right having a radius of 180.00 feet the arc distance of 376.63 feet to a point of tangent and (4) South 73 degrees 20 minutes East 11.00 feet to a point, thence extending south 24 degrees 20 minutes East along Lot 57 on said Plan 250.00 feet to a point, thence extending North 65 degrees 40 minutes East still along Lot 52 on said Plan 75.00 feet to a point; thence extending South 24 degrees 20 minutes East along Lot 51 on said Plan 34.89 feet to a point, thence extending North 65 degrees 40 minutes East still along Lot 51 on said Plan 70.00 feet to a point, thence extending South 24 degrees 20 minutes East along Lot 50 of said Plan 70.84 feet to a point, thence extending North 65 degrees 40 minutes East still along Lot 50 of said Plan crossing a driveway 119.65 feet to a point, thence extending South 1 degree 28 minutes 5 seconds West along the Westerly side of a 20 feet wide Sanitary Sever Easement and also along Lot 54 and Lot 55 on said Plan 172.23 feet to a point in the bed of 20 feet wide Sanitary Sever Easement and a corner of lots 55, 56 and 57, thence extending North 79 degrees 13 minutes 46 seconds West along lot 57 of said Plan and crossing the aforesaid 20 feet wide Sanitary Sever Easement 98.36 feet to a point, thence extending South 22 degrees 2 minutes East along lot 57 on said Plan and along open space "B" recrossing said 20 feet wide Sanitary Sever Easement 246.19 feet to the first mentioned point and place of beginning.

BEING LOT # 58 on the above mentioned Plan. 200 S Ithan Avenue, Villanova, PA 19055

BEING FOLIO NO. 35-04-02344-00.

BEING the same premises which Kazanjian Builders, Inc., by Deed dated 10/2/1987 and recorded 11/15/1987 in the County of Delaware in Volume 518 page 1973 conveyed unto Wayne H. Lewis and Mary Jane Lewis.

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COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT 28003
HARRISBURG, PA 17128-0003

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid - 0
Book Number 1943
Page Number 0076
Date Recorded 12/25/99

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) is without consideration, or by gift, or (3) a tax exemption is claimed. A tax exemption is claimed based on (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s)

A **CORRECTOR OF RECORDS**

Name: 9. DAVID ROSENBLUM Telephone Number: _____
 Street Address: 200 S. BROAD STREET City: PHILA State: PA Zip Code: 19102
 Area Code (215) 790-0160

B **TRANSFER DATA**

Grantor(s)/Lessor(s): WAYNE H. LEWIS & MARY JANE LEWIS Grantee(s)/Lessee(s): Wayne H. Lewis & Mary Jane Lewis
 Street Address: 200 S. ITHAN AVENUE Street Address: 200 S. Ithan Avenue
 City: VILLANOVA State: PA Zip Code: 19085 City: Villanova State: PA Zip Code: 19085

Street Address: Lots 1, 2, 3, 4, 52, 57 + 58 City, Township, Borough: Radnor Township
 County: Delaware School District: _____ Tax Parcel Number: Folio # 36-04-0233

1. Actual Cash Consideration	<u>\$0.00</u>	2. Other Consideration	<u>N/A</u>	3. Total Consideration	<u>\$0.00</u>
4. County Assessed Value	<u>\$37,500.00</u>	5. Common Level Ratio Factor	<u>31.25</u>	6. Fair Market Value	<u>\$1,171,875.</u>
1a. Amount of Exemption Claimed	<u>100%</u>	1b. Percentage of Interest Conveyed	<u>N/A</u>		

2. Check Appropriate Box Below for Exemption Claimed
- Will or intestate succession (Name of Decedent) _____ (Estate File Number) _____
 - Transfer to Industrial Development Agency.
 - Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
 - Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
 - Transfer to the Commonwealth, the United States and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (if condemnation or in lieu of condemnation, attach copy of resolution.)
 - Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
 - Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
 - Statutory corporate consolidation, merger or division. (Attach copy of articles.)
 - Other (Please explain exemption claimed, if other than listed above.) To create restrictions

Under penalty of law, I declare that I have examined this Statement, including accompanying information, and believe it to be true, correct and complete.

Signature of Conveyant or Responsible Party: _____ Date: 9/2/99

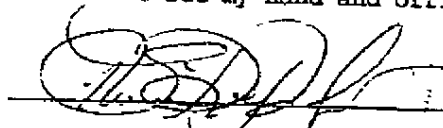
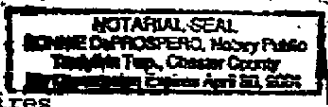
FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE DEED BEING RECORDED WITH AN ERROR.

REF: 1943 76 0078

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CHESTER : SS

On this, the 7th day of August, 1999, before me,
Bonnie DePasqua, the undersigned officer, personally appeared Mary
Jane Lewis and Wayne H. Lewis, known to me (or satisfactorily
proven) to be the persons whose names are subscribed to the within
instrument and acknowledged that they executed the same for the
purposes therein contained.

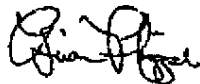
IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public


My Commission Expires

Grantees' Address.

200 S. Ithan Avenue
Villanova, PA. 19085



943 16 0079

Penna. Realty Transfer Tax Affidavit Filed

M. King *Twp of Radnor*

ORDINANCE NO. 89-39

AN ORDINANCE OF THE TOWNSHIP OF RADNOR, DELAWARE COUNTY, PENNSYLVANIA, TO ACCEPT PUBLIC IMPROVEMENTS OF SUBDIVISION #84-S-8 KNOWN AS TRIANON

RECORDER OF DEEDS
DELAWARE CO., PA.

92 OCT 30 PM 4:19

084409

WHEREAS, Kazanjian Builders Inc. has submitted a subdivision application for review and approval by the Township Board of Commissioners, and

WHEREAS, this application was approved on December 26, 1984 by the Radnor Township Board of Commissioners and the public improvements required 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 engineered plans prepared by Momenee-King Associates Inc. (Sheets 1 through 23 dated October 22, 1984 and last revised February 7, 1985) and described by Momenee-King Associates attached hereto as Exhibit "A" are hereby accepted by the Township of Radnor.

ENACTED AND ORDAINED this 25th day of September 1989.

COMMISSIONERS OF RADNOR TOWNSHIP

By *Graham D. Andrews*
Graham D. Andrews, President

Attest *Concetta Clayton*
Concetta Clayton, Secretary

