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**RESTRICTIVE COVENANT AGREEMENT**

**FOR**

**FOX FIELDS**

**HAVERFORD AND RADNOR TOWNSHIPS**

**DELAWARE COUNTY, PENNSYLVANIA**

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**PREFACE**

FOX FIELDS ASSOCIATES, LIMITED, a Pennsylvania Limited Partnership, ("Declarant") is the owner of two (2) certain tracts of ground, jointly known as FOX FIELDS, located in Haverford and Radnor Townships, Delaware County, Pennsylvania. Declarant presently intends to develop the property in one hundred thirty-three (133) single lots, retaining certain areas as open space. It is intended that each lot shall be separately conveyed and owned, but that the open space will be conveyed to an association comprised of the lot owners in Fox Fields, and will be maintained and operated by the Association.

Therefore, Declarant intends to create a Pennsylvania corporation to be the community association for Fox Fields. Memberships in the Association shall be automatically held by the owners in each lot for which Declarant has created a membership. Each lot and its owners, which is subject to membership, shall also be subject to the assessments of the association for that lot's proportionate share of the funds necessary for the Association to perform its obligations and duties. The Association shall have the power and authority to lien each lot and its owners for payment in the event of non-payment of assessments.

Declarant intends the one hundred thirty-three (133) lots to be developed over a period of time. However, this Declaration shall immediately apply to all lots and open space comprising the Property.

**NOW THEREFORE,**

Declarant does hereby declare and covenant for itself, its successors, and assigns that the two (2) certain tracts of ground situated in the Townships of Haverford and Radnor, Delaware County, Pennsylvania, being more fully described in Exhibit "A" hereto, are hereby and hereafter subject to the terms, covenants, and restrictions hereinafter set forth.

## ARTICLE I - DEFINITIONS

The following words and terms when used in this Declaration shall have the following meanings:

1. "Declaration" shall mean and refer to this Restrictive Covenant Agreement for Fox Fields.
2. "Declarant" shall mean and refer to Fox Fields Associates, Limited.
3. "Successor Declarant" shall mean each entity to which Declarant shall have specifically, by writing, assigned or conveyed any or all of Declarant's rights, interests, or obligations as Declarant hereunder.
4. "Association" shall mean and refer to Fox Fields Association, a Pennsylvania corporation, incorporated by, or on behalf of, Declarant.
5. "Plan of Development" shall mean and refer to the plan for development of Fox Fields, prepared for Declarant by Yerkes Associates, Inc., granted preliminary approval by the Board of Commissioners of Haverford Township on May 8, 1978, and any and all final approvals, approved amendments, additions, revisions, or deletions to or from said plan, together with the plan for development of Fox Fields, prepared for Declarant by Yerkes Associates, Inc. granted preliminary approval by the Board of Commissioners of Radnor Township on March 27, 1978, and any and all final approvals, approved amendments, additions, revisions, or deletions to or from said plan.
6. "Fox Fields" shall mean and refer to the residential community to be constructed pursuant to the Plan of Development.
7. "Lot" shall mean and refer to each residential lot in Fox Fields.
8. "The Property" shall mean and refer to that certain parcel owned at the date of this Declaration by Declarant and described by metes and bounds in Exhibit "A" hereto.
9. "Open Space" shall mean and refer to the certain parcels, being portions of the Property, and being the open space shown on the Plan of Development, which are described by metes and bounds in Exhibit "B" hereto.
10. "Membership" shall mean and refer to the unit of ownership interest in the Association.
11. "Member" shall mean and refer to each owner of a Membership in the Association. If a membership is owned by joint tenants or tenants by the entireties, the joint tenants, co-tenants, or tenants by the entireties shall collectively comprise a single Member.

12. "Owner" shall mean and refer to the legal title holder of a lot in Fox Fields. If a Lot is owned by joint tenants, co-tenants, or tenants by the entireties, the joint tenants, co-tenants, or tenants by the entireties shall collectively comprise a single Owner. The mortgagee of a Lot shall not be an Owner unless or until such mortgagee has acquired fee title to the Lot.

## **ARTICLE II - SUBMISSION OF PROPERTY**

1. It is the intention of this Declaration that the covenants and restrictions contained herein shall encumber and bind all portions of the Property that are hereby submitted hereto by act of the Declarant, or authorized Successor Declarant, pursuant to this Article.

2. All Open Space is hereby submitted to this Declaration by Declarant. Hereafter, the Open Space conveyed to the Association shall be held, transferred, sold, conveyed, managed, and occupied subject to the covenants, restrictions, and provisions (a) of this Declaration; (b) of the Zoning Ordinance of the Township in which said Open Space is located, as amended, and (c) by the Plan of Development and all terms and conditions of the approval thereof.

3. All Lots are hereby submitted to this Declaration by Declarant. Hereafter, the Lots so submitted shall be held, transferred, sold, conveyed, managed, and occupied subject to the covenants, restrictions, and provisions of this Declaration.

## **ARTICLE III - THE ASSOCIATION**

1. **Affairs of the Association.** The Association is a non-profit corporation under the laws of the Commonwealth of Pennsylvania and is charged with the duties and empowered with the rights as set forth in its Articles of Incorporation, its By-Laws, and this Declaration. The affairs of the Association shall be governed by its Articles of Incorporation, its By-Laws, and this Declaration. The Association shall maintain an office in Delaware County, Pennsylvania.

2. **Membership.** Each Owner, including Declarant and any Successor Declarant, of a Lot shall be a Member. Each Membership shall be appurtenant to, and not severable from, ownership of a Lot, and shall be held in the name of the title owner of said Lot, whether or not that Lot is owned jointly, in common, or in any other form of tenancy. Each Lot shall have one (1), and only one (1), membership regardless of the number of co-tenants, joint tenants, or tenants by the entireties with interest in said Lot.

3. **Duration of Membership.** Each Membership shall initially commence upon the Recording of this Declaration, and shall be initially held by the Declarant or other title holder of said Lot at the time of Recording of Declaration. Thereafter, the Membership shall

transfer to each successive title owner of the Lot, as of the date and hour of the completion of settlement for the conveyance of the Lot, to the new Owner, and that Owner's Membership shall terminate and transfer to his successor in title upon the date and hour of the completion of settlement for the conveyance of such Unit by the Owner.

4. **Voting.** Each member shall be entitled to one (1) vote. Members shall not be entitled to cumulative voting for the election of directors.

5. **Board of Directors.** The Association shall have a Board of Directors comprised of three (3) persons. Initially, three (3) directors will be elected, holding terms of one (1), two (2), and three (3) years respectively. Each year thereafter, one (1) director will be elected for a three (3)-year term. The Board of Directors shall conduct the business of the Association.

6. **Powers and Duties of the Association.** The Association shall have the duty, obligation, and the sole and exclusive power and right:

(a) To own, operate, maintain, repair, restore, manage, and improve all Open Space deeded to it; and,

(b) To determine its own expenses and necessary reserves, and to raise all monies required therefor by levying upon, and collecting assessments against, the Members; and,

(c) To establish, promulgate, amend, repeal, distribute, approve, reject, and enforce rules governing the use and occupancy of Open Space deeded to it; and,

(d) To bring, prosecute, defend, and settle litigation for or against the Association, and to satisfy any adverse judgment entered against it; and,

(e) To otherwise perform and conduct all duties and powers imposed or granted to it by this Declaration, by By-Laws or any other document relating to the Association (including the power and duty to enforce this Declaration with respect to each Lot).

In the performance of these duties and powers, the Association, inter alia, shall:

(a) Maintain all Open Space owned by it, including storm water management facilities, in good order and repair, and shall make all repairs, restorations, and improvements necessary to so maintain said Open Space; and,

(b) Make, or provide for, all capital improvements to the Association-owned Open Space, provided that a majority of the membership deem them necessary and desirable; and,

(c) Take and carry out all actions reasonably necessary and proper to enforce the provisions of this Declaration; and,

(d) Secure and maintain policies of liability insurance insuring against its liability as owner and operator of the Association-owned Open Space; and,

(e) Perform any other acts necessary or proper to carry out any of the duties and obligations of the Association.

#### **ARTICLE IV - PROPERTY RIGHTS IN THE OPEN SPACE**

1. **Owner's Easements of Enjoyment.** Subject to the provisions of Section 2 of this Article IV, every Owner, his family, successors, guests, licensees, and invitees shall have a right and easement of enjoyment in and to the Open Space owned by the Association, and such easement shall be appurtenant to and shall pass with the title to every Lot.

2. **Extent of Members' Easements.** The rights and easements of enjoyment created in Section 1 above shall be subject to the following:

(a) The rights of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Open Space owned by it and in aid thereof to mortgage said Open Space, and the rights of such mortgagee in said properties shall be subordinate to the rights of the owners hereunder;

(b) The right of the Association to take such steps as are reasonably necessary to protect the Association-owned Open Space against foreclosure;

(c) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any Member for any period during which his assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations, if any;

(d) The right of the Association to charge reasonable admission and other fees for the use of any capital improvements hereafter constructed by it in the Open Space owned by the Association;

(e) The right of the Association to dedicate all, or any part, of the Open Space owned by it to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by two-thirds (2/3) of the Members has been recorded, agreeing to such dedication, purpose, or condition, and unless written notice of the action is sent to every member at least sixty (60) days in advance of any action taken; and,

(f) The right of the Declarant and of the Association to grant and reserve easements and rights-of-way through, under, over, and across the Open Space owned by the Association, and appurtenances for public or private water, sewer, drainage, fuel oil, and other utilities, and for use in construction by Declarant, or any Successor Declarant, of improvements of any kind on the Property all as further set forth in Section 3 below.

3. **Reservation of Easements by Declarant.** Declarant does hereby reserve from the Open Space for itself, its successors, and assigns the right to designate at any time or times hereafter such easement and rights-of-way through, over, under, and across the Open Space for use by Declarant, its successors, licensees, invitees, guests, and assigns for public or private water, sewer, gas, or other utility service, and/or for use by Declarant, its successors, licensees, invitees, guests, and assigns in connection with construction of improvements upon the Property or any adjacent or neighborhood property. Said right to designate easements and rights of way shall be limited only by the requirement that Declarant shall designate same in a manner which, to the extent possible and reasonable, shall not restrict or prevent permanently the use of any improvement or facility constructed and maintained by the Association upon the Open Space.

4. **Rights Subject to Ordinances.** Notwithstanding anything herein to the contrary, the property rights of each Owner, Member, the Association, Declarant, and any Successor Declarant shall be subject to the restrictions upon the Open Space, and any use thereof set forth in the Ordinances of the Township in which such property is located, and any amendments thereto.

## **ARTICLE V - ASSESSMENTS**

1. **Creation of the Lien and Personal Obligation.** Declarant, as title owner of the Property at the date hereof, hereby covenants and decrees, on its own behalf and on behalf of its successors and assigns, (1) that hereafter each Member shall pay, and shall be liable for payment, to the Association all assessments, whether annual or special, as each is hereinafter defined, fixed, established, and collected by the Association from time to time during the period that the owner is a Member, pursuant to the terms of this Declaration or the By-Laws of the Association; and (2) that the respective Lot owned by each Member shall be subject to an in rem charge and continuing lien upon and against it for the payment of said assessments, and any interest or penalties thereon and all costs of collection thereof, by the Owner/Member. Each Owner, by acceptance of a deed for his Lot or other evidence of ownership thereof, whether or not it shall be so expressed therein, shall be deemed by said acceptance to covenant and agree to pay the Association all assessments chargeable to the said Lot and Owner (from the commencement of his Membership), all as set forth herein.

2. **Purpose of Assessments.** The assessments levied by the Association shall be used exclusively for the discharge of the powers and duties of the Association, including, inter alia, the improvement and maintenance of Open Space, the payment of taxes, and insurance

thereon, and repair, replacement, and additions thereto, and for the cost of labor, equipment, and materials in the management and supervision thereof.

3. **Basis and Maximum of Annual Assessments.** During the first year the Memberships are established and until January 1 of the year immediately following the year in which such memberships are established, the annual assessment (which must be fixed at a uniform rate for all members and apportioned between successive owners of the same Lot at settlement thereon) shall be at the annual rate of \$25.00 pro-rata for Memberships created during the Year. From and after the following January 1, the annual assessment may be increased or decreased as hereinafter provided for the next succeeding year.

The Board of Directors of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a lesser amount, provided that it shall be an affirmative obligation of the Association and its Board of Directors to fix such assessments at an amount sufficient to maintain and operate the Open Space and facilities.

4. **Special Assessments.** In addition to the annual assessments authorized by Section 3 of Article V, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in the whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Open Space owned by the Association, including the necessary fixtures and personal property related thereto, or for any insufficiency in the annual assessment to cover actual costs. No special assessment shall be made for construction of any capital improvement unless said assessment shall be approved by vote of at least 75% of the Membership.

5. **Payment of Assessments.** All annual assessments shall be levied on or before January 31 each year and shall be due and payable by each Member on or before February 28 each year. All Special Assessments shall be due and payable one (1) month from the date they are levied unless the Board of Directors shall designate a later, or installment, due date(s) in the resolution authorizing such assessment.

No annual or special assessment, or pro-rata portion thereof, shall be returned upon transfer of Membership. It shall be the responsibility of the selling and buying parties to agree between themselves on the pro-ration of any installment paid.

6. **Duties of the Board of Directors.** The Board of Directors of the Association shall, subject to the requirements of Section 5 above, fix the date of commencement and the amount of the assessment against each Member for each assessment period at least ten (10) days in advance of such date or period and shall, at that time, prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member.

Written notice of the assessment shall thereupon be sent to every Member subject thereto.

The Association shall, upon demand at any time, furnish to any Member liable for said assessment, a certificate in writing, signed by an Officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

7. **Effect of Non-Payment of Assessment: The Personal Obligation of the Owner, the Lien, Remedies of Association.** If any assessment is not paid on the date when due (being the dates specified in Section 5 hereof), then such assessment shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as are hereinafter provided, continue as a lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors, and assigns. The personal obligation of the then Owner/Member to pay such assessment, however, shall remain his personal obligation and shall not pass to his successors in title as a personal obligation unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of six percent (6%) per annum and the Association may bring legal action against the Owner/Member personally obligated to pay the same or may enforce or foreclose the lien against the Lot; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

8. **Subordination of the Lien to Mortgages and Municipal Liens.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages or municipal liens now or hereafter placed upon the Lot subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of any such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

9. **Year-End Surplus.** (a) If the Board of Directors should determine that any retained surplus of assessment income over expenses actually paid constitutes taxable income to the Association for any assessment year, the Board may direct distribution of said surplus in accordance with Section (b) hereof. (b) If, at the end of any year, the Association shall have spent, including accrued expenses, less than the income received by it from assessments or otherwise, and if the Board of Directors shall determine, pursuant to Section (a) above, that said excess should be distributed to avoid taxation thereon, the Association shall distribute the excess to all Members in proportion to their actual payments of assessments to the Association during that year, subject, however, to Section II of this Article. For the purposes of this Section, monies budgeted and collected for future repair and replacement of Open Space facilities shall

be deemed to have been spent in the year collected and shall not be distributed as surplus. Each Member receiving a distribution may, at his option, receive such distribution either as a direct refund or as a credit to apply to the corresponding monthly installments, or the appropriate portion thereof, for the next year. Such election must be made in writing to the Association.

10. **Reassessment of Uncollectible Assessments.** In all cases where all or any part of any annual or special assessment cannot be promptly collected from any Member or Members liable therefor, the Board of Directors shall reassess the same as an insufficiency pursuant to Sections 3 and 4 of this Article. Any Member or Members who have paid a reassessment made pursuant to this Section 10 shall be reimbursed, to the extent possible, as follows:

(a) From the monies, net of collection expenses, thereafter recovered by the Association in collection of the unpaid assessment; or,

(b) From the year-end surplus, if any, prior to distribution pursuant to Section 9(b) above.

All monies recovered, net of collection expenses, subsequent to full reimbursement pursuant to (a) and/or (b) above shall be income to the Association in the year recovered.

**ARTICLE VI - RESTRICTIONS**

1. **Use and Structures.** No Lot shall be used other than for residential purposes, including uses accessory thereto, as permitted by the Zoning Ordinance of Township in which it is situated. No building shall hereafter be erected, altered, or placed on any Lot unless the plans therefore have been approved by Declarant. Any Owner desiring approval of plans for construction or alteration of a building shall submit building plans and specifications, a plot plan, and a proposed grading plan, as well as any additional information requested by Declarant. Declarant may reject plans, inter alia, on the basis of non-compliance with ordinance requirements, non-compliance with this Declaration, and architectural design.

2. **Nuisance.** No Owner shall make any use of any Lot which creates a nuisance and/or which is dangerous or offensive to the health and safety of Fox Fields.

3. **Sale of Houses.** Nothing contained herein shall be construed to prohibit building, advertising, and displaying to the public sample homes as authorized by Declarant.

4. **Signs.** No advertising signs or notices, except small identifying signs identifying the Owner of a Lot, shall be erected or displayed on any Lot except upon the prior written consent of Declarant, with the exception of "For Sale" or "Sold" signs.

5. **Temporary Residences, Vehicle Parking.** No trailer, basement, tent, out-buildings, or structures of a temporary nature shall be used at any time as a residence on any Lot. No trailer (whether occupied or not), boat, truck, or commercial vehicle shall be parked on any Lot unless adequately screened from sight from neighboring Lots.

6. **Reserved Easement for Declarant.** Declarant reserves for itself, its successors, and assigns the full, free liberty and right at all times hereafter to have and use a right-of-way twelve (12) feet wide along the rear and side lines of each Lot for public and private utility, water, and sanitary and storm sewer purposes, including the right of installation, repair, and maintenance of said facilities.

7. **Grading.** Each Owner who intends to construct any dwelling or structure on his Lot shall prepare a grading plan therefor in conformance with all applicable soil and erosion control laws, ordinances, and standards. Said plan shall be filed with Declarant and the Association. Owner shall be solely responsible for the implementation, and shall implement said plan.

8. **Street Dedication.** Declarant reserves for itself, its successors, and assigns the right to dedicate the bed of any roadway or drive abutting a parcel to the Township in which it is situated without the joinder of any Owner of such Lot.

9. **Approvals by Defendant.** Declarant may at any time hereafter assign to any person or entity of its choosing the right and obligation to grant or deny all approvals, or any of the approvals to be given by Declarant pursuant to this Article VI. In addition, Declarant may appoint an agent or agents to perform its approval rights and obligations hereunder. The name of any such assignee or agent, together with a description of the extent of that assignment or agency, must be registered in writing by Declarant with the Association to be effective.

## **ARTICLE VII - MISCELLANEOUS**

1. **Enforcement.** The Association, or any Member, shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction; to restrain violations; to require specific performance and/or to recover damages; and the Association shall have the right to proceed against the land to enforce any lien created by these covenants. The failure by the Association, or any Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any member of the Association shall have the right to enforce the obligations imposed by this Declaration or the By-Laws of the Association upon the Association or its Board of Directors by proceeding in law or equity to restrain any violation and/or to require specific performance of any obligation or duty. The provisions of this Declaration and of the Plan of Development shall also run in favor of each respective Township and shall be enforceable in law or in equity by said Township, without limitation on any powers of regulation otherwise granted the municipality of law.

2. **Amendment.** This Declaration may be amended or modified at any time, or from time to time, by Declarant upon due recording in Delaware County, Pennsylvania, of a document validly executed by Declarant setting forth the amendment thereto. The Members of the Association may amend this document by resolution adopted by at least 90% of said Members; provided, however, that said Members may not amend or modify either the provisions contained herein requiring the Association to maintain, repair, and restore Open Space owned by it, or the provisions requiring Membership and establishing the duty of Members to pay assessments to the Association, including the lien against a Member's respective Lot for payment thereof. No amendment may be made without the approval of the Townships.

3. **Right of the Township to Lien for Open Space Maintenance.** Haverford and Radnor Townships are each hereby expressly granted the right, but not the duty, at any time to maintain Open Space situated within their Township, if the Association fails to maintain the care for same. The Association shall reimburse the Township for any costs and expenses incurred for such maintenance, and each Township is hereby granted the right to recover any unpaid reimbursements by lien upon any Association owned Open Space and each Lot, and the Owners thereof, whether or not situated in that Township.

4. **Notices.** Any notice required to be sent to any Member under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage-paid to the member at the mailing address of his Lot.

5. **Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the validity of any other provisions hereof, and they shall remain in full force and effect.

6. **Binding Effect.** The provisions of this Declaration shall, pursuant to its terms, inure to the benefit of, and bind the Property, Declarant, the Association, all Owners, all Members, all other persons, entities, or property benefitted or bound by the specific terms hereof and the respective heirs, administrators, executors, successors, and assigns of each of them.

7. **Assigns and Successors of Declarant.** The rights and obligations of Declarant contained herein, inure to and bind it in its capacity as developer of the Property. Therefore, these rights and obligations shall not, unless specifically set forth herein (as, for example, the obligation and lien of assessments) inure to the benefit of, or bind, successors in title to the Property, or any portion thereof, unless the document of conveyance thereof, or another duly recorded document executed by Declarant, wholly or partially assigns the obligations and/or benefits of Declarant in this Declaration to said successor in title.

8. **Recording.** This Declaration shall forthwith be recorded in the Office for the Recording of Deeds in and for Delaware County, Pennsylvania.

IN WITNESS WHEREOF, the Declarant and the Association have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1978,

ATTEST:

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_

APPROVED BY

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 1978, before me, the undersigned officer, personally appeared S. L. Heaver, who acknowledged himself to be the President of First Valley Forge Corporation, General Partner of FOX FIELDS ASSOCIATES LIMITED, a Pennsylvania Limited Partnership, and that he, as such President being authorized to do so, executed the foregoing instrument for the purposes thereon 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

8. Recording. This Declaration shall forthwith be recorded in the Office for the Recording of Deeds in and for Delaware County, Pennsylvania.

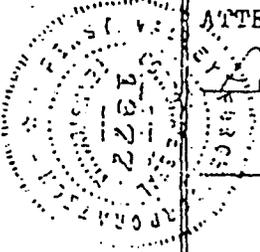
IN WITNESS WHEREOF, the Declarant, and the Association, have set their hands and seals this 11th day of July, 1978.

FOX FIELDS ASSOCIATES LIMITED,  
(a Pennsylvania Limited Partnership)  
By: FIRST VALLEY FORGE CORPORATION,  
General Partner

ATTEST:

Francis Treij Sec.

S. L. Heaver President



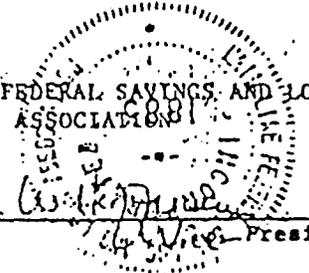
APPROVED BY

MAIN LINE FEDERAL SAVINGS AND LOAN ASSOCIATION

ATTEST:

Julia A. McElhinney  
Asst Secretary

William A. [Signature]  
President



On this 11th day of July A.D., 1978, before me, the undersigned officer, personally appeared S. L. Heaver who acknowledged himself to be the President of First Valley Forge Corporation, General Partner of FOX FIELDS ASSOCIATES LIMITED, a Pennsylvania Limited Partnership, and that he as such President being authorized to do so, executed the foregoing instrument for the purposes thereon contained by signing the name of the corporation by himself as President.

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

Peter B. Cromwell  
Notary Public

PETER B. CROMWELL  
Notary Public, Radnor Twp., Del. Co.  
My Commission Expires March 1, 1980



**TRACT No. 1**

ALL THAT CERTAIN lot or piece of ground, situate in the Township of Radnor, County of Delaware, Commonwealth of Pennsylvania, described in accordance with a Subdivision Plan of "Fox Fields" made by Yerkes Associates, Inc., Consulting Engineers and Surveyors, Bryn Mawr, Pennsylvania, dated May 4, 1978, as follows, to wit:

BEGINNING at a point of intersection of the relocated Northwesterly side line of Bryn Mawr Avenue and the Northeasterly side of the Mid-County Expressway (L.R. 1010-B); thence extending along the relocated Northwesterly side line of Bryn Mawr Avenue (various widths), the seven (7) following courses and distances: (1) North seventy-one (71) degrees, forty-two (42) minutes East, Sixty-nine and twelve one-hundredths (69-12/100) feet to a point; (2) North eighty-nine (89) degrees, fifty-four (54) minutes East, Eighty-two and ten one-hundredths (82-10/100) feet to a point; (3) South seventy-eight (78) degrees, forty-three (43) minutes East, One hundred eighty-nine and eighty one-hundredths (189-80/100) feet to a point; (4) South seventy (70) degrees, fifty-six (56) minutes East, One hundred thirty-five and seventeen one-hundredths (135-17/100) feet to a point; (5) South seventy-six (76) degrees, twenty (20) minutes East, One hundred twelve and twenty-eight one-hundredths (112-28/100) feet to a point; (6) North seventy-five (75) degrees, fifteen (15) minutes East, One hundred seventeen and forty-seven one-hundredths (117-47/100) feet to a point; and (7) North ninety-one and seventy-three one-hundredths (91-73/100) feet to a corner of lands now or late of Estate of Robert E. Strawbridge, then along same, South twenty-five (25) degrees, four (4) minutes East, Four hundred nine and four one-hundredths (409-4/100) feet to an iron pin, a corner; thence still along lands now or late of Estate of Robert E. Strawbridge, North sixty-six (66) degrees, thirty-three (33) minutes East, Twenty-nine and seventy-two one-hundredths (29-72/100) feet to a marble stone, a corner; thence still along lands now or late of Estate of Robert E. Strawbridge, South twenty-seven (27) degrees, eleven (11) minutes East, crossing a Drainage Easement and One hundred (100) year calculated Flood Plain Line and Sanitary Sewer Easement, One thousand five hundred eighty four and twenty-three one-hundredths (1,584-23/100) feet to an iron pin; a corner of other lands of the Grantors; thence along said lands and along a line dividing the Townships of Radnor and Haverford. South sixty-seven (67) degrees, sixteen (16) minutes, fifty-three (53) seconds West, One thousand five hundred twenty and fifty-seven one-hundredths (1,520-57/100) feet to a point in line of the legal right of way line of proposed Mid-County Expressway a limited access highway; thence along said right-of-way the six (6) following courses and distances: (1) North nineteen (19) degrees, fifty-seven (57) minutes, forty-seven (47) seconds West, Five hundred two and fifty-one one-hundredths (502-51/100) feet recrossing a Drainage easement and One hundred (100) year calculated Flood Plain Line and a Sanitary Sewer Easement to a point, a corner; (2) North seventy (70) degrees, two (2) minutes, thirteen (13) seconds East, Ten (10) feet to a point, a corner; (3) North nineteen (19) degrees, fifty-seven (57) minutes, forty-seven (47) seconds West, Six hundred sixty-five (665) feet to a point, a corner; (4) South seventy (70) degrees, two (2) minutes, thirteen (13) seconds West, Ten (10) feet to a point, a corner; (5) North nineteen (19) degrees, fifty-seven (57) minutes, forty-seven (47) seconds West, Four hundred eighty-eight and twelve one-hundredths (488-12/100) feet to a point of curve; and (6) on a line curving to the right in a Northwesterly direction, have a radius of

Five thousand six hundred twenty-nine and fifty-eight one-hundredths (5,629-58/100) feet, the arc distance of Six hundred fifty-seven and thirty-three one-hundredths (657-33/100) feet, having crossed over Bryn Mawr Avenue, aforesaid, to the first mentioned point and place of beginning.

## TRACT No. 2

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in the Township of Haverford, County of Delaware, Commonwealth of Pennsylvania, described according to a Subdivision Plan of "Fox Fields" made by Yerkes Associates, Inc., Consulting Engineers and Surveyors, Bryn Mawr, Pennsylvania, dated May 4, 1978, as follows, to wit:

BEGINNING at a spike in the title line in the bed of Mill Road, at or near the line dividing the Townships of Haverford and Radnor, a corner of lands now or late of the Estate of Robert E. Strawbridge; thence partly along the title line of Mill Road, South forty-seven (47) degrees, forty-two (42) minutes East crossing over the bed of Mill Road, Three hundred fifty-nine and eighty one-hundredths (359-80/100) feet to a spike South of said road; thence North seventy-eight (78) degrees, eighteen (18) minutes East, re-crossing over the said Mill Road Two hundred three (203) feet to a spike on the Northerly side of Mill Road, aforesaid; thence extending along the title line of Mill Road, the following three (3) courses and distances: (1) South twenty-three (23) degrees, fifty-two (52) minutes East, Eight hundred twenty-nine and twenty-eight one-hundredths (829-28/100) feet to a spike; (2) South seven (7) degrees, fifty-two (52) minutes West, One hundred forty-two and fifty one-hundredths (142-50/100) feet to a spike; and (3) South two (2) degrees, fifty (50) minutes, twenty (20) seconds West, One hundred fifty-six and one one-hundredths (156-1/100) feet to a spike, a corner in the bed of Darby Road; thence extending along title line of said road, the two (2) following courses and distances: (1) North seventh-nine (79) degrees, thirty-seven (37) minutes, twenty-eight (28) seconds West, One hundred seven and sixty one-hundredths (107-60/100) feet to a spike; and (2) South eighty-one (81) degrees, twenty-two (22) minutes, thirty-two (32) seconds West, Six hundred ninety-four and seventy one-hundredths (694-70/100) feet to a stone on the Northerly side of said road; thence along lands of various owners, the five (5) following courses and distances: (1) North seventeen (17) degrees, fifty-two (52) minutes, twenty-five (25) seconds West, Forty-five and sixty-six one-hundredths (45-66/100) feet to a marble stone; (2) South seventy-eight (78) degrees, seventeen (17) minutes, thirty-five (35) seconds West, Three hundred fifty-eight and three one-hundredths (358-3/100) feet to an iron pin; (3) South eighty (80) degrees, fifty-nine (59) minutes West, Four hundred twenty-two and ninety one-hundredths (422-90/100) feet to an iron pin; (4) South eighty-one (81) degrees, twenty (20) minutes, twenty (20) seconds West, Eight hundred fifty and forty one-hundredths (850-40/100) feet to a point, a corner; and (5) South four (4) degrees, forty-seven (47) minutes East, Five hundred fifty-five and sixteen one-hundredths (555-16/100) feet to a point on the title line in the bed of Darby Road; thence extending along the same, South eighty-five (85) degrees, thirteen (13) minutes West, One hundred sixty-one and thirty-seven one-hundredths (161-37/100) feet to a point, a corner; thence extending North forty (40) degrees, forty-seven (47) minutes West, Four hundred ninety-five and seventy-three one-

hundredths (495-73/100) feet to a point; thence extending South forty-six (46) degrees, fourteen (14) minutes, twenty (20) seconds West, One hundred forty and twenty one-hundredths (140-20/100) feet to an iron pin in line of Legal right-of-way line of proposed Mid-County Expressway, a limited access highway; thence along same, North nineteen (19) degrees, fifty-seven (57) minutes, forty-seven (47) seconds West, Eight hundred thirty-five and forty-one one-hundredths (835-41/100) feet to a point in line of other lands of the grantors; thence along same and along the line dividing the Townships of Radnor and Haverford, North sixty-seven (67) degrees, sixteen (16) minutes, fifty-three (53) seconds East, Two thousand four hundred thirty-four and fifty-nine one-hundredths (2,434-59/100) feet to a spike in said Mill Road aforesaid, being the first mentioned point and place of beginning.

**DESCRIPTION OF PREMISES:**

ALL THAT CERTAIN lot of piece of ground, Situate in the Townships of Radnor and Haverford, County of Delaware, and Commonwealth of Pennsylvania, described in accordance with a Subdivision of Fox Fields made by Yerkes Associates, Inc., Consulting Engineers and Surveyors, Bryn Mawr, Pennsylvania, dated May 4, 1978, as follows, to wit:

BEGINNING at an intersection of the Northwesterly side of Bryn Mawr Avenue (variable widths) and the Northeasterly side of the Mid-County Expressway, L.R. 1010B (Two hundred eighty (280) feet wide); thence extending along the Northwesterly side of Bryn Mawr Avenue the seven (7) following courses and distances: (1) North seventy-one (71) degrees, forty-two (42) minutes East, Sixty-nine and twelve one-hundredths (69-12/100) feet to a point; (2) North eighty-nine (89) degrees, fifty-four (54) minutes East, Eighty-two and ten one-hundredths (82-10/100) feet to a point; (3) South seventy-eight (78) degrees, forty-three (43) minutes East, One hundred eighty-nine and eighty one-hundredths (189-80/100) feet to a point; (4) South seventy (70) degrees, fifty-six (56) minutes East, One hundred thirty-five and seventeen one-hundredths (135-17/100) feet to a point; (5) South seventy-six (76) degrees, twenty (20) minutes East, One hundred twelve and twenty-eight one-hundredths (112-28/100) feet to a point; (6) North seventy-five (75) degrees, fifteen (15) minutes East, One hundred seventeen and forty-seven one-hundredths (117-47/100) feet to a point; and (7) North sixty-seven (67) degrees, forty-five (45) minutes East, Five hundred ninety-one and seventy-three one-hundredths (591-73/100) feet to a point, a corner of land now or late of the Estate of Robert E. Strawbridge; thence extending along the same, South twenty-five (25) degrees, four (4) minutes East, Ninety feet and sixty-seven one-hundredths (90-67/100) of a foot to a point; thence extending along Lots numbered 6, 5, 4, and 3, South sixty-three (63) degrees, twenty (20) minutes West, Five hundred three and thirty-six one-hundredths (503-36/100) feet to a point; thence extending along Lots numbered 2, 1, and crossing the Easterly side of Countryview Drive, South seventy-seven (77) degrees, seven (7) minutes West, Two hundred sixty-eight and ninety-one one-hundredths (268-91/100) feet to a point; thence extending along the center line of Countryview Drive, South twelve (12) degrees, fifty-three (53) minutes East, Seventy (70) feet to a point; thence extending along Lot No. 29, South seventy-seven (77) degrees, seven (7) minutes West, One hundred eighty-four and ninety-five one-hundredths (184-95/100) feet to a point; thence extending along Lots numbered 29, 28, 27, and the Southwesterly side of a Twenty-five (25) feet wide drainage easement and crossing a One hundred (100) year calculated Flood Plain Line, South eleven (11) degrees, six (6) minutes East, Three hundred thirty-two and seventeen one-hundredths (332-17/100) feet to a point; thence extending along Lots numbered 26, 25, and a Fifteen (15) feet wide drainage easement, South nine (9) degrees, thirty (30) minutes West, Two hundred fifty-nine and seventy-seven one-hundredths (259-77/100) feet to a point; thence extending along Lot No. 24 recrossing the aforesaid Flood Plain Line, South ten (10) degrees, fifteen (15) minutes, thirty (30) seconds East, One hundred sixty-five and eighty-two one-hundredths (165-82/100) feet to a point; thence extending along Lots numbered 23 and 22, South twenty (20) degrees East, Two hundred forty (240) feet to a point; thence extending along Lot No. 21, South twenty-seven (27) degrees, twenty (20) minutes East, One hundred ninety-five and sixty-two one-hundredths

(195-62/100) feet to a point; thence extending along Lot No. 20 crossing a Twenty (20) feet wide drainage easement North seventy-seven (77) degrees, thirty-six (36) minutes East, Two hundred eighteen and ninety-five one-hundredths (218-95/100) feet to a point; thence extending along Lot No. 19 and partly along a drainage easement and One hundred (100) year calculated Flood Plain Line, North thirty-seven (37) degrees, eleven (11) minutes East, One hundred sixty-four and twenty-one one-hundredths (164-21/100) feet to a point; thence leaving the bed of the last mentioned drainage easement and extending along Lots numbered 19, 18, 17, and 16 recrossing the last mentioned Flood Plain Line, North twenty (20) degrees West, Four hundred five and twenty-five one-hundredths (405-25/100) feet to a point; thence extending along Lots numbered 15, 14, and crossing a Twenty (20) feet wide Drainage Easement and a Twenty (20) feet wide Sanitary Sewer Easement, North eleven (11) degrees, forty-four (44) minutes East, Two hundred seventeen and eighty-one one-hundredths (217-81/100) feet to a point; thence extending along Lot No. 13, North three (3) degrees, forty-three (43) minutes, thirty-seven (37) seconds East, One hundred seventy-five and five one-hundredths (175-5/100) feet to a point; thence extending along Lots numbered 11, 10, 9, 8, and crossing the Southwesterly side of Stonebridge Lane, North sixty-three (63) degrees, twenty (20) minutes East, Four hundred forty-two and forty-two one-hundredths (442-42/100) feet to a point; thence leaving the bed of Stonebridge Lane recrossing the Northeasterly side and extending along Lot No. 7 North fifty-six (56) degrees, nineteen (19) minutes, forty-one (41) seconds East, partly along a Ten (10) feet wide drainage easement and crossing a Twenty (20) feet wide drainage easement, North fifty-six (56) degrees, nineteen (19) minutes, forty-one (41) seconds East, One hundred ninety-five and forty one-hundredths (195-40/100) feet to a point; thence extending along the aforementioned lands now or late of the Estate of Robert E. Strawbridge the two (2) following courses and distances: (1) North sixty-six (66) degrees, thirty-three (33) minutes East, Twenty-nine and seventy-two one-hundredths (29-72/100) feet to a point; and (2) South twenty-seven (27) degrees, eleven (11) minutes East, Five hundred twenty-six and twenty one-hundredths (526-20/100) feet crossing the Northwesterly side of Ramblewood Drive a point on the center line of same; thence extending along the center line of Ramblewood Road, South forty-two (42) degrees, fourteen (14) minutes West, Seventy-five (75) feet to a point on the center line of Stonebridge Lane; thence extending along the center line of same, North forty-seven (47) degrees, forty-six (46) minutes West, One hundred ninety (190) feet to a point; thence leaving the bed of and crossing over the Southwesterly side of Stonebridge Lane and extending along Lots numbered 64, 63, and 62, and crossing a Twenty (20) feet wide drainage easement, and Twenty (20) feet wide Sanitary Sewer Easement, South forty-two (42) degrees, fourteen (14) minutes West, Three hundred ten and three one-hundredths (310-3/100) feet to a point; thence extending along Lots numbered 62 and 61, South ten (10) degrees, eight (8) minutes West, Two hundred eighty-four and ninety-six one-hundredths (284-96/100) feet to a point, thence extending along Lot No. 60, South five (5) degrees, ten (10) minutes East, One hundred twenty-five and four one-hundredths (125-4/100) feet to a point; thence extending along Lots numbered 59, 58, and 57, partly along a drainage easement and crossing over a Twenty (20) feet wide Sanitary Sewer Easement and one hundred (100) year calculated Flood Plain Line, South twenty-nine (29) degrees, forty-two (42) minutes West, Two hundred sixty-nine and eighty-eight one-hundredths (269-88/100) feet to a point; thence extending along Lots numbered 57, 56, 55, and 54, partly along a drainage easement and recrossing the last mentioned one-hundred (100) year calculated Flood Plain Line, South two (2)

degrees, six (6) minutes West, Five hundred ninety-five and seventy-five one-hundredths (595-75/100) feet to a point on the Northwesterly side of Misty Hollow Court; thence partly along the same and partly along Lot No. 47, South sixty-seven (67) degrees, sixteen (16) minutes, fifty-three (53) seconds West, Two hundred eighty-six and seventeen one-hundredths (286-17/100) feet to a point; thence still along Lot No. 47, South thirty-four (34) degrees, one (1) minute, seven (7) seconds East, Two hundred sixty-five and fourteen one-hundredths (265-14/100) feet to a point; thence extending along Lots numbered 47, 46, 45, and 44, North sixty-seven (67) degrees, sixteen (16) minutes, fifty-three (53) seconds East, Three hundred sixty-seven and ninety-eight one-hundredths (367-98/100) feet to a point; thence extending along Lots numbered 43, 42, and 41, South sixty-nine (69) degrees, sixteen (16) minutes East, Three hundred fifty-six (356) feet to a point; thence extending along Lot No. 40, the two (2) following courses and distances: (1) North eighty-one (81) degrees, nine (9) minutes East, Four hundred sixty-nine and sixty-two one-hundredths (469-62/100) feet crossing a Drainage Easement for Homeowners Association and Sanitary and Storm Sewer Easement to a point; and (2) North forty-five (45) degrees, fifty-one (51) minutes East, Four hundred fifty-nine and ninety-five one-hundredths (459-95/100) feet to a point; thence extending along Lot No. 31, North seventy-seven (77) degrees, four (4) minutes East, Sixty-five and five one-hundredths (65-5/100) feet to a point; thence extending along Lots numbered 30, 29, and 28, South fifty-seven (57) degrees, fifty (50) minutes East, One hundred sixty-five and three one-hundredths (165-3/100) feet to a point in the bed of a Thirty (30) feet Access and Storm Sewer Easement; thence leaving said easement extending along Lots numbered 27 and 26, South twenty (20) degrees, fifty-four (54) minutes East, Eighty (80) feet to a point; thence extending along Lots numbered 24, 23, and 22, South fifty-eight (58) degrees, two (2) minutes West, Three hundred seventy-nine and sixteen one-hundredths (379-16/100) feet to a point; thence extending along Lot No. 22, South sixty-six (66) degrees, six (6) minutes East, Two hundred thirty-nine and forty one-hundredths (239-40/100) feet to a point on the Northwesterly side of a cul-de-sac at the terminus of Valley Glen Drive; thence extending along the Northwesterly and Southwesterly sides of the cul-de-sac at the terminus of Valley Glen Drive Southwestwardly and Southeastwardly on the arc of a circle curving to the left, having a radius of Fifty (50) feet, the arc distance of Forty-four and twenty-four one-hundredths (44-24/100) feet to a point, a corner of Lot No. 21; thence extending along the same, the two (2) following courses and distances: (1) South sixty-three (63) degrees, twelve (12) minutes West, One hundred seventy (170) feet to a point; and (2) South twenty-six (26) degrees, forty-eight (48) minutes East, One hundred three and sixty-six one-hundredths (103-66/100) feet to a point; thence extending along lands now or late of Herbert R. Hawthorne, et ux and Jesse H. Grant, et ux, South eighty (80) degrees, fifty-nine (59) minutes West, Three hundred forty-five and thirty-six one-hundredths (345-36/100) feet to an iron pin; thence still partly along lands now or late of Jesse H. Grant, et ux, and along lands now or late of Ernest C. Dana, et ux, Chester M. Southam, Nancy M. Chain, Allen R. Kannapel, et ux, and George R. Grim, et ux, South eighty-one (81) degrees, twenty (20) minutes, twenty (20) seconds West; Eight hundred fifty and forty one-hundredths (850-40/100) feet to a point; thence still along lands now or late of George R. Grim, et ux, South four (4) degrees, forty-seven (47) minutes East, Five hundred fifty-five and sixteen one-hundredths (555-16/100) feet crossing the Northwesterly side of Darby Road to a point on the title line in the bed of Darby road; thence along the same South eighty-five (85) degrees, thirteen (13) minutes West, One hundred sixty-one and thirty-

seven one-hundredths (161-37/100) feet to a point, a corner of lands now or late of Louis E. Harborne; thence extending along the same, the two (2) following courses and distances: (1) North four (4) degrees, forty-seven (47) minutes West, Four hundred ninety-five and seventy-three one-hundredths (495-73/100) feet to a point; and (2) South forty-six (46) degrees, fourteen (14) minutes, twenty (20) seconds West, One hundred forty and twenty one-hundredths (140-20/100) feet to an iron pin on the Northeasterly side of the Mid-County Expressway; thence extending along the same, the six (6) following courses and distances: (1) North nineteen (19) degrees, fifty-seven (57) minutes, forty-seven (47) seconds West, crossing a Twenty (20) feet wide sanitary sewer easement One thousand three hundred thirty-seven and ninety-two one-hundredths (1,337-92/100) feet to a point; (2) North seventy (70) degrees, two (2) minutes, thirteen (13) seconds East, Ten (10) feet to a point; (3) North nineteen (19) degrees, fifty-seven (57) minutes, forty-seven (47) seconds West, Six hundred sixty-five (665) feet to a point; (4) South seventy (70) degrees, two (2) minutes, thirteen (13) seconds West, Ten (10) feet to a point; (5) North nineteen (19) degrees, fifty-seven (57) minutes, forty-seven (47) seconds West, Four hundred eighty-eight and twelve one-hundredths (488-12/100) feet to a point of curve; and (6) extending Northwestwardly and Northeastwardly on the arc of a circle curving to the right, having a radius of Five thousand six hundred twenty-nine and fifty-eight one-hundredths (5,629-58/100) feet, the arc distance of Six hundred fifty-seven and thirty-three one-hundredths (657-33/100) feet to the first mentioned point and place of beginning. Being shown as "Open Space" area on said Plan.