



ZHB REGULAR MEETING
UPPER DUBLIN TOWNSHIP ZONING HEARING BOARD
MONDAY, NOVEMBER 24, 2025 | 7:30 PM
520 Virginia Drive Fort Washington PA 19034



The agenda may be amended during the meeting to add or delete items, change the order of agenda items, or discuss any other business deemed necessary at the time of the meeting.

#2624 E. Jared Fantini and Jamie Lipskin of 1220 Hartranft Avenue, Fort Washington, PA 19034

request variances from Section 255-27.J(1) to allow the Minor Home Occupation to be conducted in a detached accessory garage rather than within the principal residence, Section 255-27.J(2) to have the activity occupy 550 feet of floor area, rather than the 500 feet permitted, Section 255-27.J(4) to permit the application to have inventory of materials for the installation of the electronic equipment in the garage, Section 255-27.J(6) to allow the existence of the use shall be permitted to be visible from the exterior of the property, and Section 255-29.D to allow for a 816 square foot garage where the maximum allowed is 600 square feet. The applicant also seeks an interpretation that there are a sufficient number of parking spaces for the home occupation use in accordance with Section 255-135.C (21), in the alternative a variance from Section 255-135.C(21) to allow for use of the driveway to satisfy the parking requirement for the home occupation use. The applicant seeks an interpretation that the home occupation use satisfies the requirement of 255-27.J (2) and is therefore permitted. The applicant also seeks a determination that the requested space devoted to the home occupation use of 550 feet of floor area should be granted as a de minimus variance. They also request a special exception pursuant to section 255-27.J(8) to allow a minor home occupation for the installation of boat electronics where the proposed use will not have a substantial tendency to commercialize the neighborhood. In the alternative the applicant requests a use variance to allow the Minor Home Occupation to be conducted on the property The Property is Zoned B Residential. Potential vote upon Application #2624.

#2625 Mark Thomas Visco, Jr. and Nicole Marie Holden of 1530 E. Butler Pike, Ambler, PA 19002

request a variance from section 255-29 to allow an accessory structure in their front-yard setback for a proposed garage. The Property is Zoned A Residential. Potential vote upon Application #2625.

#2628 Ambler Borough of 131 Rosemary Avenue, Ambler, PA 19002 for the property at 1116 E. Butler Pike, Amber, PA 19002

requests a special exception pursuant to Upper Dublin Township Zoning Code Section 255-39.(A)5(c) to allow a public utility facility to be located in a residential district. The Applicant also requests the following variances in relation to the proposed water treatment facility: a variance from Section 255-49.D.(1)(a) to allow an ultimate right-of-way setback of 68.96 where 75 feet is required, a variance from Section 255-49.D(1)(b). to allow a tract setback of 7.77 feet where 50 feet is required; from Section 255-49.D(2)(a) to allow a front yard setback from each street or common parking area of 19.37 feet where 30 feet is required; from Section 255-49.D(2)(c) to allow a rear yard setback of 7.77 feet where 20 feet is required, and from Section 255-39.A(6). The Property is Zoned MD- Multi Dwelling and Floodplain Conservation District. Potential vote upon Application #2628.

Zoning Hearing Board Agenda Item Report

Meeting Date: November 24, 2025

Agenda Section: #2624 E. Jared Fantini and Jamie Lipskin of 1220 Hartranft Avenue, Fort Washington, PA 19034

Subject:

request variances from Section 255-27.J(1) to allow the Minor Home Occupation to be conducted in a detached accessory garage rather than within the principal residence, Section 255-27.J(2) to have the activity occupy 550 feet of floor area, rather than the 500 feet permitted, Section 255-27.J(4) to permit the application to have inventory of materials for the installation of the electronic equipment in the garage, Section 255-27.J(6) to allow the existence of the use shall be permitted to be visible from the exterior of the property, and Section 255-29.D to allow for a 816 square foot garage where the maximum allowed is 600 square feet. The applicant also seeks an interpretation that there are a sufficient number of parking spaces for the home occupation use in accordance with Section 255-135.C (21), in the alternative a variance from Section 255-135.C(21) to allow for use of the driveway to satisfy the parking requirement for the home occupation use. The applicant seeks an interpretation that the home occupation use satisfies the requirement of 255-27.J (2) and is therefore permitted. The applicant also seeks a determination that the requested space devoted to the home occupation use of 550 feet of floor area should be granted as a de minimus variance. They also request a special exception pursuant to section 255-27.J(8) to allow a minor home occupation for the installation of boat electronics where the proposed use will not have a substantial tendency to commercialize the neighborhood. In the alternative the applicant requests a use variance to allow the Minor Home Occupation to be conducted on the property The Property is Zoned B Residential. Potential vote upon Application #2624.

Attachments:

[November Legal Ad Email.pdf](#)

1. [#2624-Application_Redacted.pdf](#)

2. [#2624 - Deed.pdf](#)

3. [#2624-Receipt.pdf](#)

4. [#2624- NovLetter.pdf](#)

5. [#2624-PostedNotice_Nov.pdf](#)

[2024 B and I.pdf](#)

6. [#2624-Plan.pdf](#)

7. [#2624- Construction Plans_.pdf](#)

McGrath, Riley

From: Maureen Schmid <mschmid@montgomerynews.com>
Sent: Monday, November 3, 2025 1:20 PM
To: McGrath, Riley
Subject: Re: Legal Advertisement for Upcoming November 24, 2025 Zoning Hearing Board---7:30PM START TIME

CAUTION: [This is an External Email. Do not click links or open attachments unless you recognize the sender and know the content is safe]. 🐼 🐼

Thanks, I have scheduled it.

Maureen Schmid
Public Notices
307 Derstine Ave.
Lansdale, PA 19446
215-648-1066

On Mon, Nov 3, 2025 at 1:04 PM McGrath, Riley <RMcGrath@upperdublin.net> wrote:

Hello Maureen,

Upper Dublin Township kindly requests the attached advertisement for the **Monday, November 24, 2025** Zoning Hearing Board meeting appears in the Ambler Gazette on Sunday, 11/9/2025, and Sunday, 11/16/2025.

The meeting will begin at 7:30 PM.

Please confirm receipt of this message at your earliest convenience. Also, please provide proof of publication.

Thank you!

Riley

RILEY MCGRATH (she/they)

Zoning Officer & Planning Coordinator

Upper Dublin Township

370 Commerce Drive, Fort Washington, PA 19034

O 215.643.1600 x3213
E rmcgrath@upperdublin.net

W www.upperdublin.net



UPPER DUBLIN
— T O W N S H I P —
Stronger Together

Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, forwarding, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.



1st Ad 10/12/25

Date Received: 9/22/25
Fee Paid: \$500.00
/ 2nd Ad 10/19/25
Date of Hearing: 10/27/25

UPPER DUBLIN TOWNSHIP
ZONING HEARING BOARD
APPLICATION # 2624

RECEIVED
SEP 22 2025

Application is hereby made to the Zoning Hearing Board for a determination in connection with the following facts: BY:.....
Name of Applicant: E. Jared Fantini and Lamie Lipskin Name of Owner: E. Jared fantini and Jamie Lipskin
Address: 1220 Hartranft Avenue Address: 1220 Hartranft Avenue
City, State, Zip: Ft. Washington, PA 19034 City, State, Zip: Ft. Washington, PA 19034
Phone #: [redacted] Phone #: [redacted]
Email: [redacted] Email: [redacted]

Name of Attorney: Michael Yanoff, Esquire
Address: 610 Old York Rd Suite 340 City: Jenkintown State: PA Zip: 19046
Attorney Phone: [redacted] Email: [redacted]

Applicant and Owner request that a determination be made by the Zoning Hearing Board on this Appeal from the Decision of the Community Planner/Zoning Officer in which we were:

- Refused a Building Permit and/or Zoning Permit Ordered to Cease a current use
- Given conditional approval of a subdivision plan
- Other (specify): _____

This appeal seeks:

- An interpretation of the ordinance or map
- A Special Exception under Article _____, Section _____, Subsection _____, Paragraph _____
- A Variance related to the Use, Area, Frontage, Yard, Height, Parking,
- Other (specify): _____

The applicable provisions of the Zoning Ordinance are as follows:

| | | | |
|---------------|---------------|------------------|-----------------|
| Chapter _____ | Section _____ | Subsection _____ | Paragraph _____ |
| Chapter _____ | Section _____ | Subsection _____ | Paragraph _____ |
| Chapter _____ | Section _____ | Subsection _____ | Paragraph _____ |
| Chapter _____ | Section _____ | Subsection _____ | Paragraph _____ |

The description of the property involved in this appeal is as follows:

Street Number: 1220 Street Name: Hartranft Avenue Deed Book: 5851 Page: 00452
Block Number: 049 Unit Number: 063 Parcel Number: 54-00-08068-00-5
Zoning District: _____ Served by Public Sewer (y/n): Yes Served by Public Water (y/n): Yes
Lot Size: 19250sqft Lot Dimensions: _____ Street Frontage: 70'

Describe the present use of the property and the existing improvements: Single family Home with detached garage

Describe the proposed use of the property and the proposed improvements: Single Family Home with detached garage; garage to be used a minor home occupation for installation of boat electronics.

Has any previous petition been filed with the Zoning Board in connection with these premises? Yes No
If Yes, please describe: _____

Is this property a part of a subdivision heretofore approved by the Township? Yes No
If Yes, give name of subdivision: Old Ft Washington Date of approval by Township: _____

**ADDENDUM TO ZONING APPLICATION
E. JARED FANTINI AND JAMIE LIPSKIN
1220 HARTRANFT AVENUE
FT. WASHINGTON, PA 19034**

- I. Applicants respectfully request the following relief from the Upper Dublin Township Zoning Hearing Board:
1. Applicants respectfully request a **variance** from Section 255-27.A to allow the construction of a new detached garage to be used for a minor home occupation for the installation of boat electronics.
 2. Applicants respectfully request a **variance** from Section 255-29.B to allow the construction of a new detached garage that measures 24' x 34' (816 sq ft) where only 600 sq ft in building coverage is permitted.
 3. Applicants respectfully request a **Special Exception** pursuant to 255.J(8) to allow a minor home occupation for the installation of boat electronics where the proposed use will not have a substantial tendency to commercialize the neighborhood.
 4. Applicants respectfully request confirmation of the following existing non-conformities:

| | <u>Required</u> | <u>Existing</u> |
|---------------------|-----------------|-----------------|
| • <u>Lot width</u> | 80' | 70' |
| • <u>Front Yard</u> | 35' | 30' |
| • <u>Side Yard</u> | 10' | 9.25' |

- II. Applicant respectfully submits that the following hardships exist:
- The lots in the area were subdivided in 1950 and pre-date the UDT Code
 - The homes constructed in the area are restricted in building width and are not conducive to attached garages.
 - The lot has a large swale running through the middle of the lot, thereby reducing that available usable area on the lot.
 - There is a PECO electric ROW that bisects the lot, thereby further reducing the usable area on the lot.

RECORDER OF DEEDS
MONTGOMERY COUNTY

2012 OCT -9 AM 10: 56

Fee Simple Deed

Prepared by and Return to:

Weichert Closing Services Co.
220 Commerce Drive, Suite 105
Fort Washington, PA 19034
215-643-3317
vramsay@weichertfinancial.com

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-08068-00-5 UPPER DUBLIN
1220 HARTRANFT AVE
MARTIN TINA L & BERRY LYNNE A
B 049 U 063 L 73 1101 DATE: 10/09/2012

\$10.00
BR

WCS-119056

PARCEL NO.: 54-00-08068-00-5

THIS INDENTURE, MADE THE 28th day of September, 2012

BETWEEN

Tina L. Martin and Lynne A. Berry

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

Jamie Lipskin and E. Jared Fantini, husband and wife

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

WITNESSETH That the said Grantor(s) for and in consideration of the sum of THREE HUNDRED FIFTY NINE THOUSAND AND 00/100 DOLLARS (\$359,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee(s), at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed, and by these presents does grant, bargain and sell, release and confirm unto the said Grantee(s), his/her/their heirs and assigns, as tenants by the entireties

See Exhibit A Attached Hereto and Made a Part Hereof

91
3
4

EXHIBIT "A"
LEGAL DESCRIPTION

ALL THAT CERTAIN lot or piece of ground, Situate in Fort Washington Heights, Upper Dublin Township, Montgomery County, Pennsylvania described according to a Subdivision Plan made by C. Raymond Weir, Registered Professional Engineer, Ambler, Pennsylvania dated July 26, 1949 and recorded at Norristown in Deed Book No. 2016 page 601 on October 10, 1950 as follows to wit:

BEGINNING at a point on the Northwesterly side of Hartranft Avenue 50 feet side at the distance of 760.83 feet measured Southwestwardly along the Northwesterly side of Hartranft Avenue from its intersection with the Southwesterly side of Highland Avenue 41.5 feet wide; thence extending South 73 degrees 19 minutes 20 seconds West along the Northwesterly side of Hartranft Avenue 70 feet to a point; thence extending North 16 degrees 40 minutes 40 seconds West 248.82 feet to a point; thence extending South 52 degrees 48 minutes 30 seconds East 36.48 feet to a point thence extending North 37 degrees 31 minutes East 59.91 feet to a point; thence extending South 16 degrees 40 minutes 40 seconds East 254.54 feet to the Northwesterly side of Hartranft Avenue the first mentioned point and place of beginning.

BEING known as Lot # 73 on said plan.

Parcel No. 54-00-08068-00-5

Being the same premises which Edward B. Clay III by Deed dated 11/15/04 and recorded 11/29/04 in Montgomery County in Deed Book 5534 Page 1614 conveyed unto Tina L. Martin and Lynne A. Berry, in fee.

TOGETHER with all and singular the buildings, 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 the said Grantor(s), 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, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee(s), his/her/their heirs and assigns, to and for the only proper use and behoof of the said Grantee(s), his/her/their heirs and assigns forever.

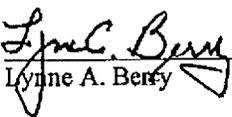
AND the said Grantor(s), his/her/their heirs, executors and administrators, do covenant, promise and agree, to and with the said Grantee(s), his/her/their heirs and assigns, by these presents, that the said Grantor(s) and his/her/their heirs, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said Grantee(s), his/her/their heirs and assigns, against them, the said Grantor(s) and his/her/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, them or any of them, shall and will

BY THESE PRESENTS WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the party(ies) of the first part hereunto set his/her/their hand and seal.
Dated the day and year first above written.

SEALED AND DELIVERED
in the presence of us:



Tina L. Martin


Lynne A. Berry

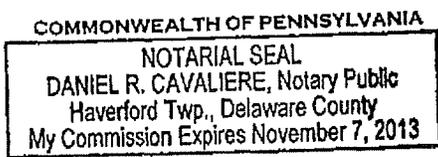
State of: PA

County of: MONTGOMERY

On this 28 day of SEPT 2012, before me, a notary public, personally appeared Tina L. Martin and Lynne A. Berry proven to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledges that they executed the same for the purposes therein contained.

Daniel R. Cavaliere
Notary Public

My Commission Expires: 11-7-13



I hereby certify the address of the Grantee is:

1220 Hartranft Avenue
Fort Washington, PA 19034

On behalf of the Grantee

[Signature] Daniel R. Cavaliere

RECORD AND RETURN TO

Weichert Closing Services Co.
220 Commerce Drive, Suite 105
Ft. Washington, PA 19034
WCS-119056



UPPER DUBLIN
TOWNSHIP
CODE ENFORCEMENT

Upper Dublin Township
Code Enforcement Department
370 Commerce Drive
Fort Washington, PA 19034
215-643-1600 x8070
permits@upperdublin.net

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 9/24/2025 | 6007 |

PAID
09/24/2025

| | |
|---|--|
| Invoice To: Jamie Lipskin 1220 Hartranft Avenue Fort Washington PA 19034 | Property Address: 1220 HARTRANFT AVE |
| | Invoice prepared by: Jake Gerardi, 215-643-1600 x3274 |

| Description | Amount |
|--|--------|
| Zoning Hearing Board Fees PD-Check#1004 | 500.00 |

| | | |
|--|--------------------------|-----------|
| <p><i>PAYMENT IS DUE UPON RECEIPT. Cash, checks made payable to "Upper Dublin Township", or credit cards are accepted. A processing fee of 2.5% will be added to all credit card payments. Contact us at 215-643-1600 x8070 to pay over the phone with a credit card.</i></p> | Total due | \$500.00 |
| | Payments received | -\$500.00 |
| | Balance due | \$0.00 |

ADDITIONAL FEES MAY BE INVOICED SEPARATELY FOR, INCLUDING BUT NOT LIMITED TO, PLAN REVIEW, SPECIAL INSPECTION MONITORING, CONSULTANT FEES, PRINTING OF DIGITAL PLANS, ADDITIONAL PERMITS, ETC.
Payment of the permit fee does not constitute issuance of a permit. After the permit application has been reviewed, approved, and processed, the permit(s) will be emailed to the property owner and contractor. If any work commences before permit issuance, late fees will be charged.



UPPER DUBLIN

T O W N S H I P

370 Commerce Drive
 Fort Washington, PA 19034-2617
 Phone: (215) 643-1600
 Fax: (215) 542-0797
www.upperdublin.net

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Zoning Hearing Board of Upper Dublin Township will hold a meeting as required by the Township's Zoning Ordinance at the **Upper Dublin Public Library, Shanis Auditorium, 520 Virginia Drive, Fort Washington, PA 19034 on November 24, 2025, at 7:30 PM.** During this meeting an application concerning the following will be heard:

#2624 E. Jared Fantini and Jamie Lipskin of 1220 Hartranft Avenue, Fort Washington, PA 19034 request variances from Section 255-27.J(1) to allow the Minor Home Occupation to be conducted in a detached accessory garage rather than within the principal residence, Section 255-27.J(2) to have the activity occupy 550 feet of floor area, rather than the 500 feet permitted, Section 255-27.J(4) to permit the application to have inventory of materials for the installation of the electronic equipment in the garage, Section 255-27.J(6) to allow the existence of the use shall be permitted to be visible from the exterior of the property, and Section 255-29.D to allow for a 816 square foot garage where the maximum allowed is 600 square feet. The applicant also seeks an interpretation that there are a sufficient number of parking spaces for the home occupation use in accordance with Section 255-135.C (21), in the alternative a variance from Section 255-135.C(21) to allow for use of the driveway to satisfy the parking requirement for the home occupation use. The applicant seeks an interpretation that the home occupation use satisfies the requirement of 255-27.J (2) and is therefore permitted. The applicant also seeks a determination that the requested space devoted to the home occupation use of 550 feet of floor area should be granted as a de minimus variance. They also request a special exception pursuant to section 255-27.J(8) to allow a minor home occupation for the installation of boat electronics where the proposed use will not have a substantial tendency to commercialize the neighborhood. In the alternative the applicant requests a use variance to allow the Minor Home Occupation to be conducted on the property The Property is Zoned B Residential. Potential vote upon Application #2624.

All letters, emails and other writings from neighbors or citizens, whether of support or opposition, must be received by the Township by the end of the business day immediately preceding the day of the hearing, otherwise they will not be recognized at such hearing. All written public comments may be emailed to meeting@upperdublin.net. Those emails must be addressed to the Zoning Hearing Board in the subject line and your full name and address must be included in the body of the email. Anyone with questions must attend the hearings in person. In-person public comments are limited to no more than 5 minutes for each speaker.

If you are a person with a disability and wish to attend the hearing scheduled for this date and require an auxiliary aid, service, or other accommodation to participate in the proceedings, please contact the Township at (215) 643-1600 to discuss how Upper Dublin Township may best accommodate your needs.

A copy of the application is on file in the Community Planning & Zoning Department and may be seen upon request.



UPPER DUBLIN

T O W N S H I P

370 Commerce Drive
Fort Washington, PA 19034-2617
Phone: (215) 643-1600
Fax: (215) 542-0797
www.upperdublin.net

By Order of the Zoning Hearing Board.

A handwritten signature in black ink, appearing to be 'RM'.

Riley McGrath
Zoning Officer & Planning Coordinator
215-643-1600 ex. 3213
rmcgrath@upperdublin.net

Note: There is a 30 day period after the date of the decision for an aggrieved person to file an appeal in court to contest an approval by the Zoning Hearing Board. Applicants that take action on a Zoning Hearing Board Approval during the 30 day appeal period do so at their own risk.

Advertisement Dates: November 9 and November 16, 2025 — *Ambler Gazette*

DANIELS VAUGHN H & ARMSTEAD KEISHA L
1211 HIGHLAND AVE
FORT WASHINGTON PA 19034

HORSTMAN JANE BARR
1231 HIGHLAND AVE
FORT WASHINGTON PA 19034

MULLEN MARY F
1218 HARTRANFT AVE
FORT WASHINGTON PA 19034

GUSTAFSON DAVID & BETHANY
525 MADISON AVE
FT WASHINGTON PA 19034

KEANE MARY J & JOHN J
515 MADISON AVE
FORT WASHINGTON PA 19034

MILLER CAROL A & MARILYN J
1309 HARTRANFT AVE
FORT WASHINGTON PA 19034

GRIER ALBERT C &
1215 HIGHLAND AVE
FT WASHINGTON PA 19034

FOSBROOK STEVEN L & SUZANNE M
1304 HARTRANFT AVE
FORT WASHINGTON PA 19034

SAVOCA DOMINICK & LINDA
1216 HARTRANFT AVE
FORT WASHINGTON PA 19034

KEARNEY MICHAEL G & TUROCZI HEATHER
J
521 MADISON AVE
FORT WASHINGTON PA 19034

JOHN MICHAEL A & LYNNE M
1302 HARTRANFT AVE
FORT WASHINGTON PA 19034

MEJASICH RICHARD MATTHEW
1204 HARTRANFT AVE
FORT WASHINGTON PA 19034

LAGOWSKI MATTHEW A & SUSAN B
1217 HIGHLAND AVE
FORT WASHINGTON PA 19034

JOHN MICHAEL A & LYNNE M
1306 HARTRANFT AVE
FORT WASHINGTON PA 19034

LIPSKIN JAMIE & FANTINI E JARED
1220 HARTRANFT AVE
FORT WASHINGTON PA 19034

LEVIS JESSE & JOAN C
1219 HIGHLAND AVE
FT WASHINGTON PA 19034

TRAINOR AIDAN F & SIOBHAN P
1300 HARTRANFT AVE
FORT WASHINGTON PA 19034

TAYLOR HERBERT E & LAURIE G
1206 HARTRANFT AVE
FORT WASHINGTON PA 19034

PETRUSCHKE RICHARD E & ETHEL M
519 MADISON AVE
FORT WASHINGTON PA 19034

SHAW EDWARD
1226 HARTRANFT AVE
FORT WASHINGTON PA 19034

ZAFFARANO-GARDNER DIANA M &
1214 HARTRANFT AVE
FORT WASHINGTON PA 19034

GROGAN JOSEPH J & VERONICA A &
1223 HIGHLAND AVE
FT WASHINGTON PA 19034

CONKLIN CHRISTOPHER &
509 MADISON AVE
FT WASHINGTON PA 19034

VALENTINE LUCA & CHRISTINE
1208 HARTRANFT AVE
FORT WASHINGTON PA 19034

CARPENTER WILLIAM RILEY & AMY
KRAEMER
517 MADISON AVE
FT WASHINGTON PA 19034

QIRICI
1942 PRESIDENT ST
PHILADELPHIA PA 19115

KUNTZMANN MAUREEN
1307 HARTRANFT AVE
FORT WASHINGTON PA 19034

FRANK MALLORY & FRIDRICH LUKE
1227 HIGHLAND AVE
FORT WASHINGTON PA 19034

LEIGHTON STEPHEN & ZOGRAFIA
1222 HARTRANFT AVE
FORT WASHINGTON PA 19034

BARD BRUCE P & EVA
1212 HARTRANFT AVE
FORT WASHINGTON PA 19034

DUFFY RYAN A & BAKOWSKI KARA A
1305 HARTRANFT AVE
FORT WASHINGTON PA 19034

FREILICH MARC & MELISSA
1225 HARTRANFT AVE
FORT WASHINGTON PA 19034

CMT PROPERTIES LP
P O BOX 1011
FORT WASHINGTON PA 19034

DEGAETANO JENNIFER A
1210 HARTRANFT AVE
FORT WASHINGTON PA 19034

INGRAM KENNETH C & AMANDA J
1209 HARTRANFT AVE
FORT WASHINGTON PA 19034

FRG-X-PA2 LP
111 RIVER ST STE 1010
HOBOKEN NJ 07030

455 PROPERTIES LP
455 MARYLAND DR
FORT WASHINGTON PA 19034

SIRIANNI ANDREW & NASH MICHELLE
1223 HARTRANFT AVE
FORT WASHINGTON PA 19034

KOWALOK JUDITH M & AYALA MANUEL
1303 HARTRANFT AVE
FORT WASHINGTON PA 19034-1603

ASHLEY PHILIP L & SHARON M
1221 HARTRANFT AVE
FORT WASHINGTON PA 19034

CILIBERTO JOSEPH N & SUSAN R
1301 HARTRANFT AVE
FORT WASHINGTON PA 19034

BURNS JONATHAN & KRISTA SHOLLY
1211 HARTRANFT AVE
FORT WASHINGTON PA 19034

CILIBERTO JOSEPH N & SUSAN R
1301 HARTRANFT AVE
FORT WASHINGTON PA 19034

BURNS VIVIEN P
1213 HARTRANFT AVE
FORT WASHINGTON PA 19034

MATZ DOUGLAS & DEBRA
1229 HARTRANFT AVE
FORT WASHINGTON PA 19034

HAGGAR DAVID G & SANDRA M
1219 HARTRANFT AVE
FORT WASHINGTON PA 19034

MATZ DOUGLAS & DEBRA
1229 HARTRANFT AVE
FORT WASHINGTON PA 19034

WIGHTMAN SUSAN & CRAIG ANNE G
1215 HARTRANFT AVE
FORT WASHINGTON PA 19034

KUMANOV IVAYLO
1227 HARTRANFT AVE
FORT WASHINGTON PA 19034

NORTH WALES WATER AUTHORITY
200 W WALNUT ST
NORTH WALES PA 19454

455 PROPERTIES LP
455 MARYLAND DR
FORT WASHINGTON PA 19034

ROSEMAN STEWART L & FRANCINE P
1217 HARTRANFT AVE
FORT WASHINGTON PA 19034

Posted 11/17/25

NOTICE OF PUBLIC HEARING

**BEFORE Zoning Hearing Board
UPPER DUBLIN TWP., MONTG. CO., PA**

2624

A hearing will be held on the application of:

E. Jared Fantini and Jamie Lipskin

in the Shanis Auditorium at Upper Dublin Township Library, 520 Virginia Drive, Fort Washington, PA. 19034, to hear & take testimony on the following application:

Monday, November 24, 2025 @ 7:30 P.M.

The property involved is on:

1220 Hartranft Avenue, Fort Washington, PA 19034

#2624 E. Jared Fantini and Jamie Lipskin of 1220 Hartranft Avenue, Fort Washington, PA 19034 request variances from Section 255-27.A to allow the construction of a detached garage to be used for a minor home occupation and from section 255-29.D to allow for a 816 sq ft. garage where the maximum allowed is 600 sq ft. They also request a special exception pursuant to section 255-27.J(8) to allow a minor home occupation for the installation of boat electronics where the proposed use will not have a substantial tendency to commercialize the neighborhood. The Property is Zoned B Residential. Potential vote upon Application #2624.

All residents of Upper Dublin Township interested in the above application may appear and be heard. If you are a person with a disability and wish to attend the hearing scheduled for this date and require an auxiliary aid, service, or other accommodation to participate in the proceedings, phone (215) 643-1600 to discuss how Upper Dublin Township may best accommodate your needs.

Zoning Hearing Board of Upper Dublin Township

**By: Riley McGrath, Zoning Officer
Upper Dublin Township @ Commerce
370 Commerce Drive, Fort Washington, PA 19034
rmcgrath@upperdublin.net**

BUILDING & IMPERVIOUS COVERAGE FORM

| | |
|---|---|
| Property Location: <u>1220 Hartranft Ave. Fort Washington, PA</u> | Date: <u>9/6/24</u> |
| Zoning District: | Owner Name: <u>Jared Fantini & Jamie Lipskin 19034</u> Lot Size: <u>16,545 Sqft</u> |

Part A - Building Coverage

| EXISTING | Length | x | Width | = | Square Feet | Notes / Removals / Reductions |
|--|--------|---|-------|---|--------------|-------------------------------|
| House | | x | | = | 1,232 | |
| Garage | | x | | = | 295 | |
| Shed | | x | | = | | |
| Gazebo | | x | | = | | |
| Porch | | x | | = | 55 | |
| | | x | | = | | |
| NEW / ADDITIONS - SEE REQUIREMENTS ON PAGE 1 FOR STORMWATER MANAGEMENT: | | | | | | |
| Garage | | x | | = | 305 | |
| | | x | | = | | |
| | | x | | = | | |
| TOTAL - PART A: | | | | | 1,887 | |

| | | | | | | | |
|------------------------|--------------|---|------------------|---------------|---|--------------------------------|--------------|
| Total - Part A: | <u>1,887</u> | ÷ | Lot Size: | <u>16,545</u> | = | % of Building Coverage: | <u>11.4%</u> |
|------------------------|--------------|---|------------------|---------------|---|--------------------------------|--------------|

Part B - Impervious Surface

| EXISTING | Length | x | Width | = | Square Feet | Notes / Removals / Reductions |
|--|--------|---|-------|---|--------------|-------------------------------|
| Driveway | | x | | = | 712 | |
| Walkways | | x | | = | 147 | |
| Patio | | x | | = | | |
| Deck | | x | | = | 436 | |
| Sports Court | | x | | = | | |
| Pool (Water Surface) | | x | | = | | |
| Pool (Decking) | | x | | = | | |
| Steps & Stoops | | x | | = | 27 | |
| Concrete Pads | | x | | = | 16 | |
| NEW / ADDITIONS - SEE REQUIREMENTS ON PAGE 1 FOR STORMWATER MANAGEMENT: | | | | | | |
| Driveway | | x | | = | 1,119 | |
| Retaining Wall | | x | | = | 111 | |
| Steps & Stoops | | x | | = | 24 | |
| | | x | | = | | |
| TOTAL - PART B: | | | | | 2,592 | |

| | | | | | | | |
|------------------------|--------------|---|------------------|---------------|---|---------------------------------|--------------|
| Total - Part B: | <u>2,592</u> | ÷ | Lot Size: | <u>16,545</u> | = | % of Impervious Surface: | <u>15.7%</u> |
|------------------------|--------------|---|------------------|---------------|---|---------------------------------|--------------|

| | | | | | | | |
|--|--------------|---|---|--------------|---|-----------------------------------|--------------|
| % of Building Coverage from Part A Above: | <u>11.4%</u> | + | % of Impervious Surface from Part B Above: | <u>15.7%</u> | = | TOTAL % OF IMPERVIOUS AREA | <u>27.1%</u> |
|--|--------------|---|---|--------------|---|-----------------------------------|--------------|

The above information has been completed to the best of my knowledge.

Anthony Falbo
Completed by (Printed Name)

falbo paving@gmail.com
Email Address

215-887-6162
Phone

Anthony Falbo
Signature of Person Completing Form

9/6/24
Date

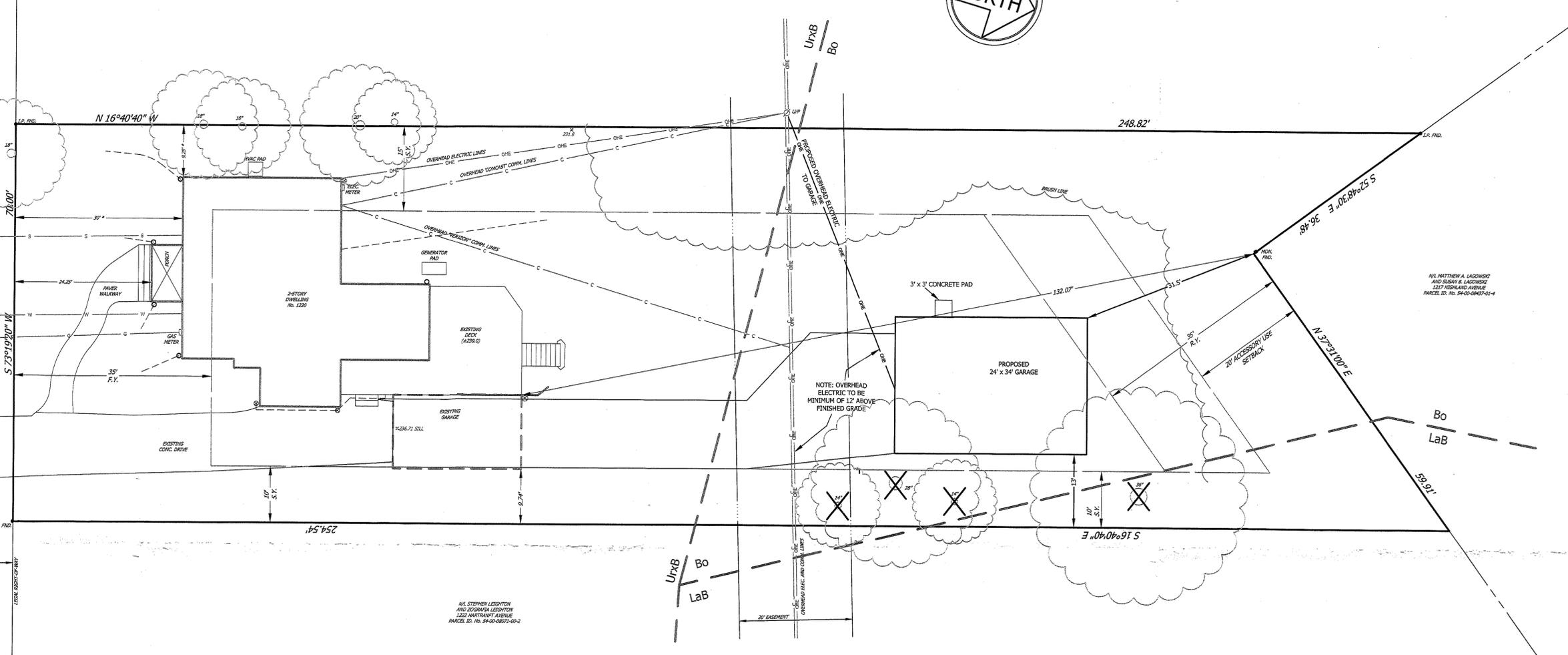
HARTRANFT AVENUE



1/2 MARY F. MULLER
1228 HARTRANFT AVENUE
PARCEL ID. NO. 54-00-0808-00-8

1/4 MATTHEW A. LACOWSKI
AND SUSAN B. LACOWSKI
1217 HIGHLAND AVENUE
PARCEL ID. NO. 54-00-0817-01-4

1/4 STEPHEN LEIGHTON
AND JOSEPH LEIGHTON
1222 HARTRANFT AVENUE
PARCEL ID. NO. 54-00-0871-00-2



ZONING DATA
B RESIDENTIAL DISTRICT

| | REQUIRED / ALLOWED | PROPOSED |
|---------------------------------|----------------------|-------------|
| MIN. LOT AREA | 12,000 S.F. | 16,545 S.F. |
| MIN. LOT WIDTH | 80 FT. | 70 FT. * |
| MIN. FRONT YARD | 35 FT. | 30 FT. * |
| MIN. REAR YARD | 30 FT. | 39 FT. |
| MIN. SIDE YARD | 10 FT., 25 FT. AGGR. | 9.25 FT. * |
| MIN. ACCESSORY USE OFFSET | 20 FT. | 31.5± |
| MAX. BUILDING COVERAGE | 21% | 11.5% |
| MAX. IMPERVIOUS COVERAGE OF LOT | 30% | 27.5% |

* EXISTING NON-CONFORMITY

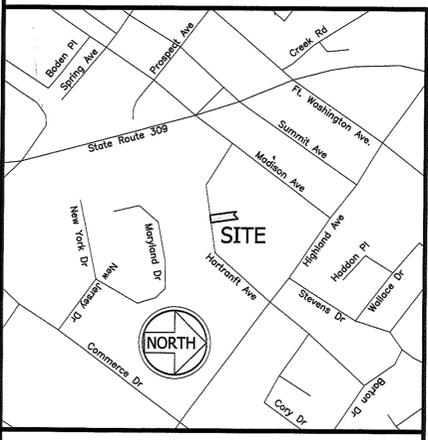
- NOTES:**
- OWNER OF RECORD:
E. JARED FANTINI & JAMIE LIPSKIN
1220 HARTRANFT AVENUE
FORT WASHINGTON, PA 19034
PARCEL# 54-00-0808-00-5
TAXMAP BLOCK 47, UNIT 63
DEED BOOK 5851, PAGE 452
 - BOUNDARY, TOPOGRAPHICAL AND UTILITY INFORMATION TAKEN FROM DEEDS, PLANS OF RECORD, A NEW SITE PLAN FOR MR. JARED FANTINI AND MS. JAMIE LIPSKIN BY ALTA DESIGN, AUBURN, PA, DRAWING C-1 DATED MAY 22, 2024, LAST REVISED JULY 23, 2024. NO RETRACEMENT SURVEY PERFORMED FOR THE PREPARATION OF THIS PLAN.

- LEGEND**
- W — EXISTING CONTOUR
 - C — EXISTING CONTOUR INDEX
 - W — EXISTING WATER MAIN
 - C — EXISTING COMMUNICATION LINE
 - S — EXISTING SEWER MAIN
 - G — EXISTING GAS MAIN
 - OHE — EXISTING OVERHEAD ELECTRIC
 - — — EXISTING SOILS LINE
 - — — EXISTING PROPERTY LINE
 - — — EXISTING ADJOINER LINE
 - — — LEGAL RIGHT-OF-WAY LINE
 - EXISTING DECIDUOUS TREE
 - OHE — PROPOSED OVERHEAD ELECTRIC
 - — — PROPOSED SPOT ELEVATION
 - — — PROPOSED 6" PVC
 - — — PROPOSED SEWER LATERAL
 - — — PROPOSED CONTOUR
 - — — TO BE REMOVED
 - SS — PROPOSED SILT SOXX
 - LOD — LIMIT OF DISTURBANCE



BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA! CALL 1-800-242-1776
PA LAWS REQUIRE THREE WORKING DAYS NOTICE TO UTILITIES BEFORE YOU EXCAVATE, DRILL, BLAST OR DEMOLISH
20252191134

UNDERGROUND UTILITIES ARE SHOWN SCHEMATICALLY ONLY FROM PLANS SUPPLIED TO THIS OFFICE, AS REFERENCED HEREON, AND FROM OBSERVABLE ABOVE-GROUND EVIDENCE. METZ ENGINEERS, INC. DOES NOT GUARANTEE THE ACCURACY OF LOCATIONS OF EXISTING SUBSURFACE UTILITY STRUCTURES SHOWN HEREON, NOR THAT ALL SUBSURFACE STRUCTURES ARE SHOWN. ANYONE USING THESE PLANS MUST VERIFY THE LOCATION AND ELEVATION OF ALL UNDERGROUND UTILITIES.



LOCATION MAP 1"=800'

| | | |
|--|--|------------------------------------|
| REVISIONS DATE OF ISSUE 09-11-25 | | PROJECT NUMBER JAW |
| ZONING RELIEF PLAN FOR PROPOSED GARAGE REPLACEMENT PREPARED FOR JARED FANTINI & JAMIE LIPSKIN LAND SITUATE UPPER DUBLIN TWP., MONTGOMERY CO. PA. | | PROJECT NUMBER M8461 |
| | | SCALE 1"=10' |
| 410 Derstine Ave., PO Box 647, Lansdale PA 19446-0608 Civil Engineers & Land Surveyors (215) 855-3111 | | PLAN SHEET NUMBER 1 of 1 |

New Construction
THE FANTINI-LIPSKIN RESIDENCE
 1220 HARTRANFT AVENUE
 FOR WASHINGTON, PA
 UPPER DUBLIN TOWNSHIP

OWNER

JARED LIPSKIN
 JAMIE FANTINI
 1220 HARTRANFT AVENUE
 FORT WASHINGTON, PA

ARCHITECT

INGLESBY ARCHITECTS, LLC
 15 CASEY ROAD
 CHURCHVILLE, PA 18966

SITE-CIVIL ENGINEER

METZ ENGINEERS
 410 DERTSTINE AVE
 PO BOX 647
 LANSDALE PA 19446



① **LOCATION PLAN**
 NO SCALE

CODE REVIEW- INFORMATION

CONSTRUCTION CODES:

- 2018 ICC BUILDING CODE (INTERNATIONAL CODE COUNCIL)
- 2018 ICC RESIDENTIAL CODE
- 2018 ICC PLUMBING CODE
- 2018 ICC ENERGY CODE
- 2018 ICC MECHANICAL CODE
- 2018 ICC FUEL GAS CODE
- 2018 ICC FIRE CODE
- 2018 ICC EXISTING BUILDING CODE
- 2017 NATIONAL ELECTRIC CODE (NFPA 70)
- 2018 ICC PROPERTY MAINTENANCE CODE

CODE SUMMARY

TYPE OF CONSTRUCTION- VB- WOOD FRAME, UNPROTECTED

AREA LIMITATIONS BUILDING- 35'
 STORY- 2

INTERIOR SPACE DIMENSIONS:
 MIN CEILING HT- 7'-6"

GLAZING-
 THE FOLLOWING SHALL BE CONSIDERED HAZARDOUS LOCATIONS REQUIRING TEMPERED GLAZING:
 1. GLAZING IN STORM DOORS, GLAZING IN SWINGING DOORS,
 2. GLAZING IN FIXED DOOR ASSEMBLIES,
 3. GLAZING IN DOORS AND ENCLOSURES FOR BATHTUB AND SHOWERS,
 4. GLAZING IN ANY PART OF A BUILDING WALL ENCLOSING ABOVE ELEMENTS,
 5. GLAZING IN AN INDIVIDUAL FIXED OR OPERABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST VERTICAL EDGE IS WITHIN A 24" ARC OF THE DOOR IN A CLOSED POSITION AND THE BOTTOM EDGE IS LESS THAN 60" ABOVE THE FLOOR.

DRAWING LIST

- | | |
|------|--|
| CS | COVER SHEET |
| SP-1 | ZONING RELIEF PLAN |
| SP-2 | DRIVEWAY PLAN & PROFILE |
| SP-3 | SITE DETAILS |
| SP-4 | EROSION & SEDIMENTATION NOTES |
| A-1 | ARCHITECTURAL PLAN, ROOF PLAN, NOTES & SCHEDULES |
| A-2 | POWER PLAN & ELEVATIONS |
| A-3 | SECTIONS AND DETAILS |
| S-1 | STRUCTURAL NOTES |
| S-2 | STRUCTURAL PLANS |

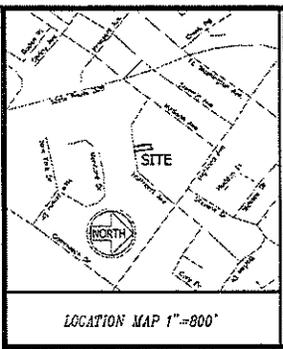
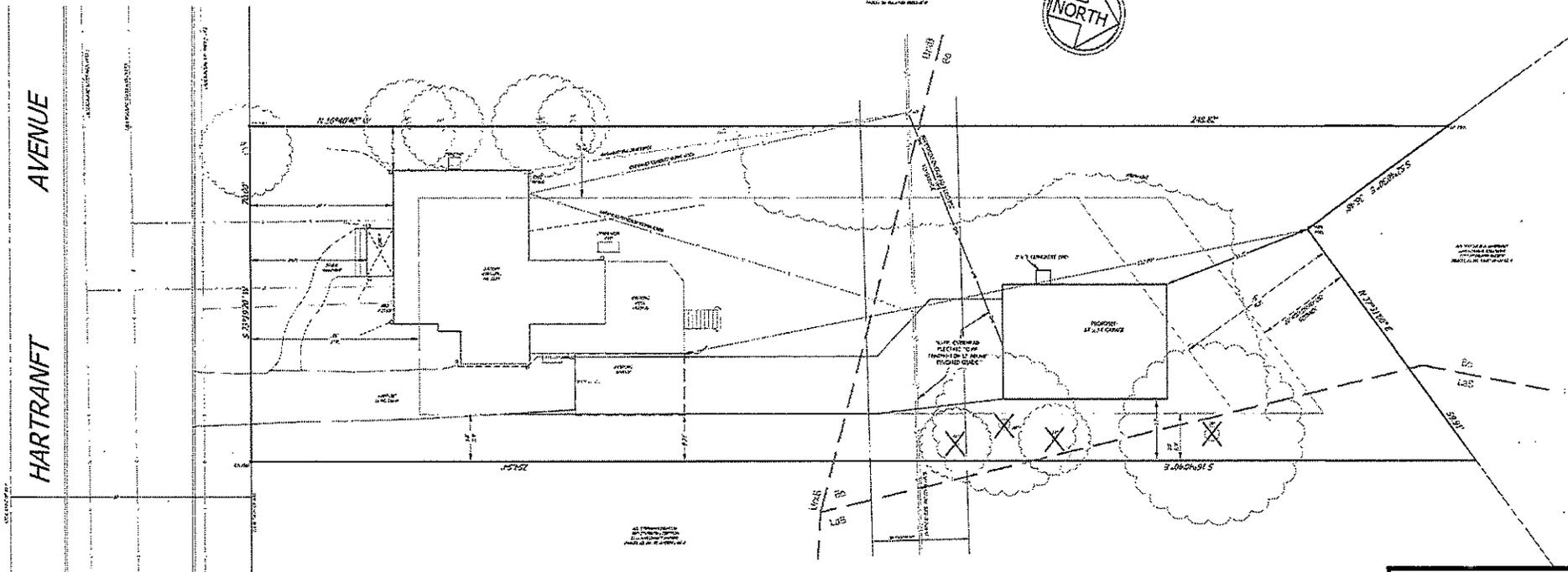
| | |
|-------------------|---------|
| ISSUED FOR PERMIT | 1/23/25 |
| Revision/Issue | Date |



NEW CONSTRUCTION
 FANTINI-LIPSKIN RESIDENCE
 1220 HARTRANFT AVENUE
 FORT WASHINGTON, PA
 UPPER DUBLIN TOWNSHIP

| | |
|----------------------|----------|
| PROJECT NO. 25068 | BY CS |
| DATE 9/17/25 | |

ISSUED FOR PERMIT



- LEGEND**
- EXISTING CONTOUR
 - EXISTING CONTOUR DENSITY
 - EXISTING WATER MAIN
 - EXISTING WATER SERVICE LINE
 - EXISTING SEWER MAIN
 - EXISTING GAS MAIN
 - EXISTING OVERHEAD ELECTRIC
 - EXISTING SOILS LINE
 - EXISTING PROPERTY LINE
 - EXISTING ADDRESS LINE
 - LEGAL RIGHT-OF-WAY LINE
 - EXISTING DISTURBANCE TREE
 - PROPOSED OVERHEAD ELECTRIC
 - PROPOSED SPOT ELEVATION
 - PROPOSED BY PVC
 - PROPOSED SEWER LATERAL
 - PROPOSED CONTOUR
 - TO BE REMOVED
 - PROPOSED SETBACK
 - LIGHT OF DISTURBANCE



IF YOU ARE THE OWNER OF THE PROPERTY IN THE ABOVE DISTRICT, YOU WILL BE NOTIFIED BY THE COUNTY OF LUKE COUNTY, PENNSYLVANIA, BY REGISTERED MAIL, AT LEAST 30 DAYS BEFORE THE DATE OF THE HEARING. YOU WILL BE NOTIFIED BY REGISTERED MAIL, AT LEAST 30 DAYS BEFORE THE DATE OF THE HEARING. YOU WILL BE NOTIFIED BY REGISTERED MAIL, AT LEAST 30 DAYS BEFORE THE DATE OF THE HEARING.

ZONING DATA
R RESIDENTIAL DISTRICT

| | REQUIRED / ALLOWED | PROPOSED |
|---------------------------------|----------------------|-------------|
| MIN. LOT AREA | 12,000 S.F. | 16,543 S.F. |
| MIN. LOT WIDTH | 50 FT. | 70 FT. * |
| MIN. FRONT YARD | 35 FT. | 30 FT. * |
| MIN. REAR YARD | 30 FT. | 30 FT. |
| MIN. SIDE YARD | 10 FT., 25 FT. AGGR. | 0.25 FT. * |
| MIN. ACCESSORY USE OFFSET | 20 FT. | 31.5' |
| MAX. BUILDING COVERAGE | 25% | 11.5% |
| MAX. IMPERVIOUS COVERAGE OF LOT | 30% | 27.6% |

* EXISTING NON-CONFORMITY

SCALE

1. OWNER'S NAME: JARED FANTINI & JAMIE LIPSKIN
1122 HARBRAE DRIVE, FORT WASHINGTON, PA 19041
2. BOUNDARY, TOPOGRAPHICAL AND UTILITY INFORMATION TAKEN FROM RECORD PLANS OF RECORDS IS BEING SHOWN FOR INFORMATION ONLY. THE CLIENT IS RESPONSIBLE FOR VERIFYING THE ACCURACY OF THIS INFORMATION.

3. PREPARED BY: JARED FANTINI & JAMIE LIPSKIN

4. DATE: 8/20/2025

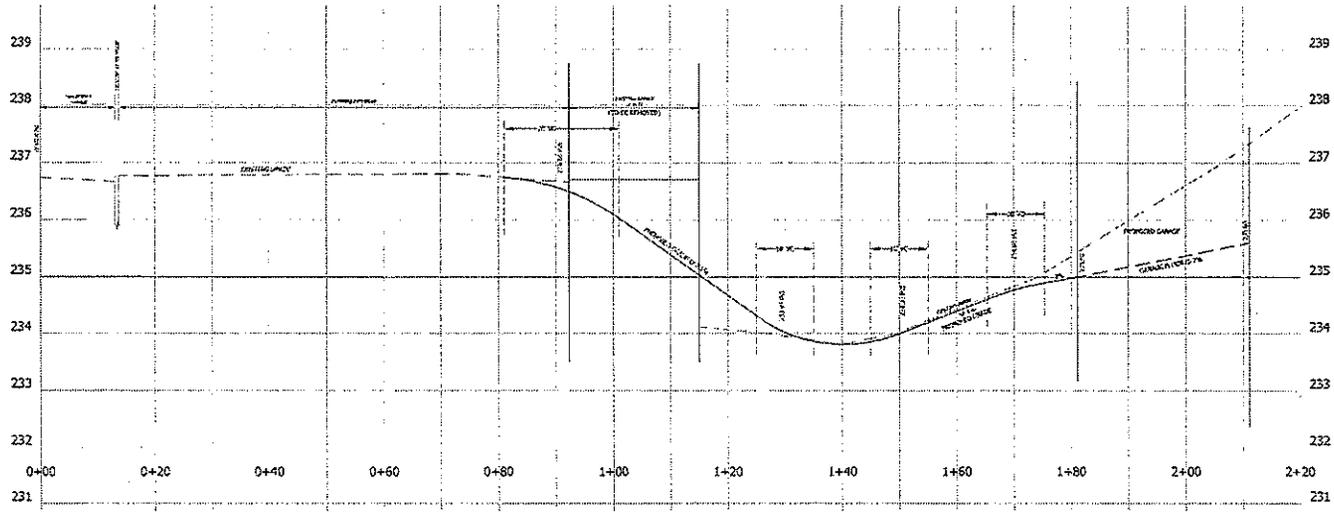
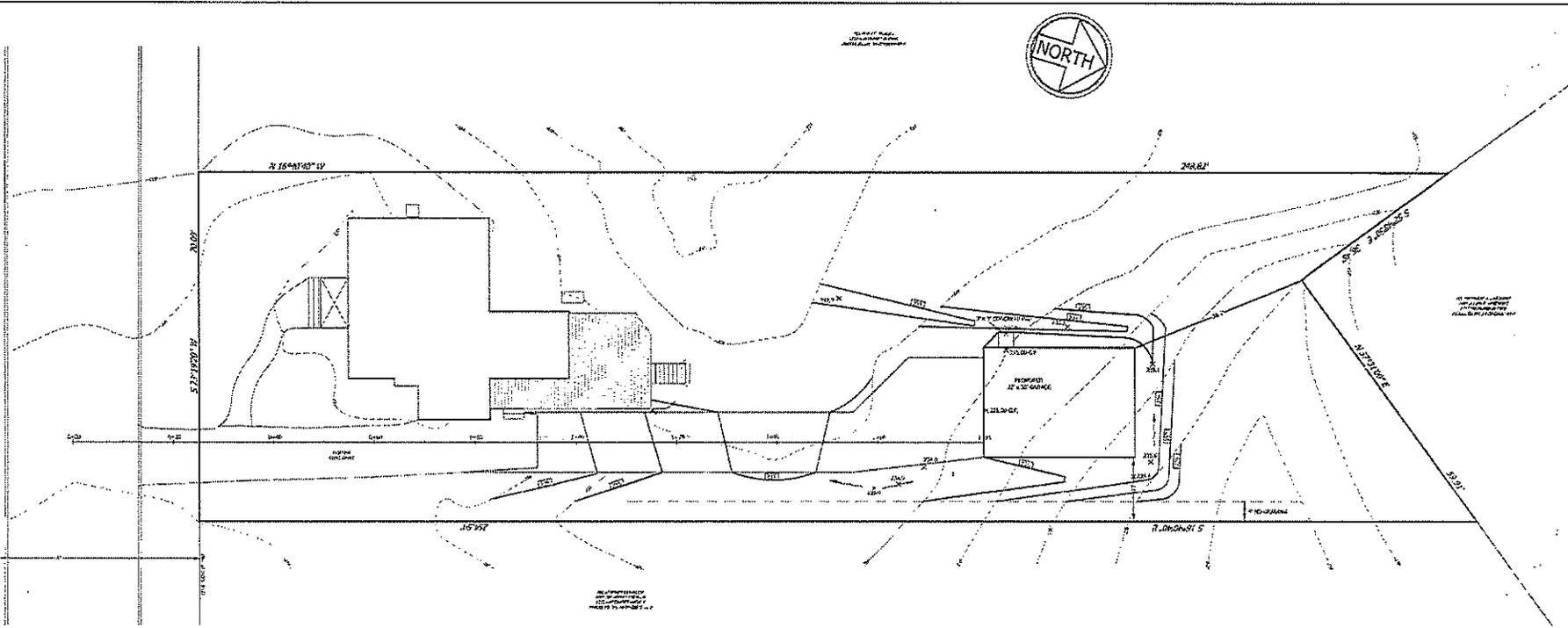
ZONING RELIEF PLAN FOR PROPOSED GARAGE REPLACEMENT
JARED FANTINI & JAMIE LIPSKIN
UPPER MERION TOWNSHIP, MONTGOMERY CO. PA.

Metz Engineers
1122 HARBRAE DRIVE, FORT WASHINGTON, PA 19041
610-688-8888

NEW CONSTRUCTION
FANTINI-LIPSKIN RESIDENCE
2222 HARTRANFT AVENUE
FORT WASHINGTON, PA
UPPER DUBLIN TOWNSHIP

PROJECT NO: 25050
DATE: 8/20/2025
SP1

HARTRANFT AVENUE



SCALE

1. SURVEY RECORD
 C. JAMES HARRIS & ASSOCIATES
 FORT WASHINGTON, PA 19044
 PROJECT NO. 250008
 DRAWING NO. SP-01
2. PROPERTY: DIMENSIONS AND SURVEY INFORMATION FROM
 1988 FIELD SURVEY BY JAMES HARRIS & ASSOCIATES, INC. AND
 JAMES HARRIS & ASSOCIATES, INC. 1988 SURVEY
 RECORD NO. 250008. ALL DIMENSIONS ARE IN FEET AND
 DECIMALS THEREOF. ALL DIMENSIONS ARE TO THE CENTER
 OF THE DRIVEWAY UNLESS OTHERWISE NOTED.

0 10 20
 FEET

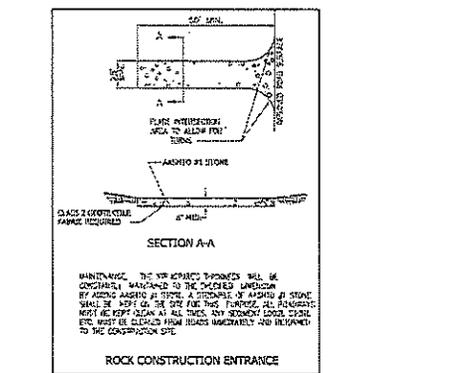
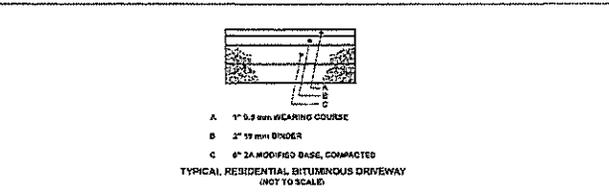
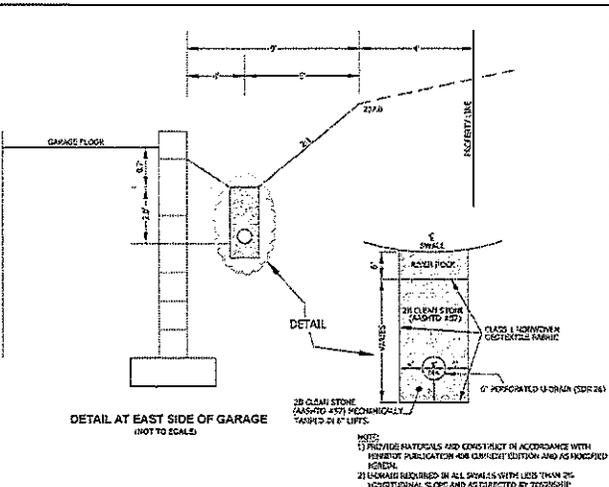
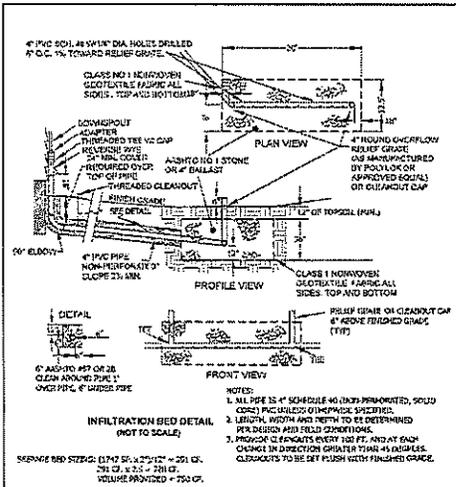
DRIVEWAY PLAN AND PROFILE
 PREPARED FOR
**JARED FANTINI &
 JAMIE LIPSKIN**
 AND FAMILY
 1220 HARTRANFT AVENUE, FORT WASHINGTON, PA
**Metz
 Engineers**
 1220 HARTRANFT AVENUE, FORT WASHINGTON, PA
 19044-1111
 TEL: 610-709-1111
 FAX: 610-709-1112

PROJECT NAME AND ADDRESS
 NEW CONSTRUCTION
 FANTINI LIPSKIN RESIDENCE
 1220 HARTRANFT AVENUE
 FORT WASHINGTON, PA
 UPPER MERION TOWNSHIP

PROJECT NO.
 250008

DATE
 8/20/2025

SP2



IMPORT OR EXPORT OF FILL MATERIAL

IF THE SITE WILL NEED TO IMPORT OR EXPORT MATERIAL FROM THE SITE, THE RESPONSIBILITY FOR PERFORMING ENVIRONMENTAL DUE DILIGENCE AND OBTAINING A PERMIT FOR CLEAN FILL WILL REST WITH THE TOWNSHIP.

CLEAN FILL IS DEFINED AS UNCONTAMINATED, FRESH-WATER SOLUBLE, NON-HEAVY METAL, HEAVY METAL, AND OTHER TOXIC SOIL, ROCK, STONE, OR OTHER MATERIAL, INCLUDING SAND, GRAVEL, BLOCK OR CONCRETE FRAGS, CONSTRUCTION AND DEMOLITION DEBRIS, THAT IS SEPARATE FROM OTHER YARDS AND IS RECOGNIZABLE AS SUCH. THE TERM DOES NOT INCLUDE MATERIALS PLACED IN OR ON THE WATERS OF THE COMMONWEALTH UNLESS OTHERWISE AUTHORIZED. THE TERM "USED ASPHALT" DOES NOT INCLUDE DUSTED ASPHALT OR ASPHALT THAT HAS BEEN PROCESSED FOR REUSE.

CLEAN FILL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE SHALL BE TREATED AS A SPILL OR RELEASE OF A REGULATED SUBSTANCE UNLESS THE FILL MATERIAL CONTAINS CERTAIN LEVELS OF REGULATED SUBSTANCES THAT ARE BELOW THE REGULATORY LEVELS IN TABLE 10.1 AND IS FOUND IN THE DEP PROJECT MANAGEMENT FILE.

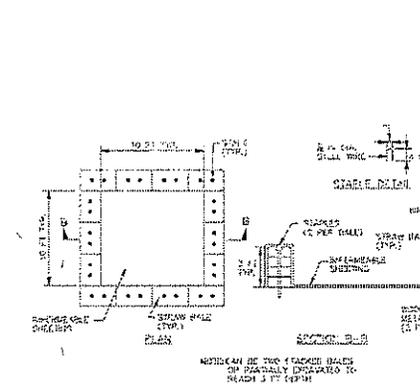
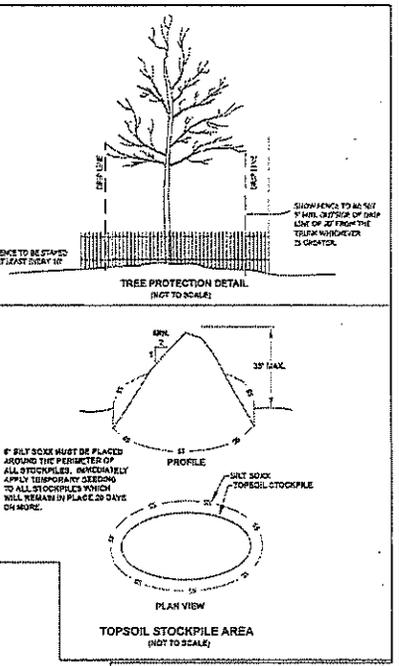
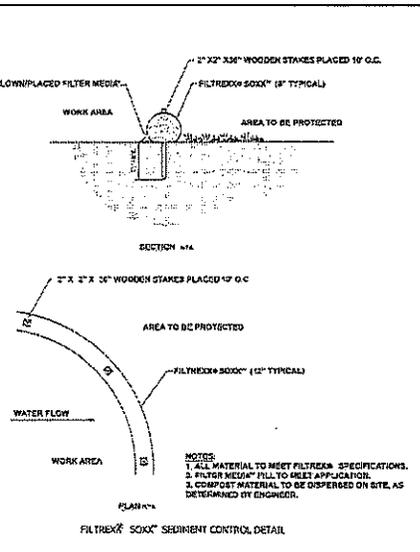
ANY PERSON PLACING CLEAN FILL THAT HAS BEEN AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE MUST USE FORM 10.01 TO VERIFY THE QUANTITY OF THE FILL MATERIAL AND THE RESULTS OF THE ANALYTICAL TESTING TO QUANTIFY THE MATERIAL'S CLEAN FILL. FORM 10.01 MUST BE RETAINED BY THE OWNER OF THE PROPERTY RECEIVING THE FILL.

ENVIRONMENTAL DUE DILIGENCE: THE APPLICANT MUST PERFORM ENVIRONMENTAL DUE DILIGENCE TO DETERMINE IF THE FILL MATERIAL ASSOCIATED WITH THE PROJECT QUALIFY AS CLEAN FILL. ENVIRONMENTAL DUE DILIGENCE IS DEFINED AS INVESTIGATING RECORDS, INCLUDING BUT NOT LIMITED TO, VISUAL, AIRBORNE INSPECTIONS, ELECTRONIC DATA BASE SEARCHES, REVIEW OF PROPERTY OWNERSHIP, REVIEW OF PROPERTY USE HISTORY, SURVEY DATA, ENVIRONMENTAL QUESTIONNAIRES, INQUIRY INTO ADJACENT ANALYTICAL TESTING, ENVIRONMENTAL ASSIGNMENTS OR ACTIONS. ANALYTICAL TESTING IS NOT A REQUIRED PART OF DUE DILIGENCE UNLESS VISUAL INSPECTION AND/OR REVIEW OF THE PART LAND USE OF THE PROPERTY INDICATES THAT THE FILL MAY HAVE BEEN SUBJECTED TO A SPILL OR RELEASE OF A REGULATED SUBSTANCE. IF THE FILL MAY HAVE BEEN SUBJECTED TO A SPILL OR RELEASE OF A REGULATED SUBSTANCE, IT MUST BE TESTED TO DETERMINE IF IT QUALIFIES AS CLEAN FILL. TESTING SHOULD BE PERFORMED IN ACCORDANCE WITH APPROVAL A OF THE DEP PROJECT MANAGEMENT FILE.

RECYCLING OR DISPOSAL OF WASTE MATERIALS

THE CONTRACTOR SHALL REMOVE FROM THE SITE, RECYCLE, OR DISPOSE OF ALL BUILDING MATERIALS AND WASTES IN ACCORDANCE WITH THE DEP'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 2601 ET SEQ. THE CONTRACTOR SHALL NOT ILLEGALLY BURY, DUMP, OR DISCHARGE ANY BUILDING MATERIAL OR WASTES AT THIS SITE.

WARRANTY SIGNATURE WITH TOWNSHIP SEAL (IF REQUIRED)



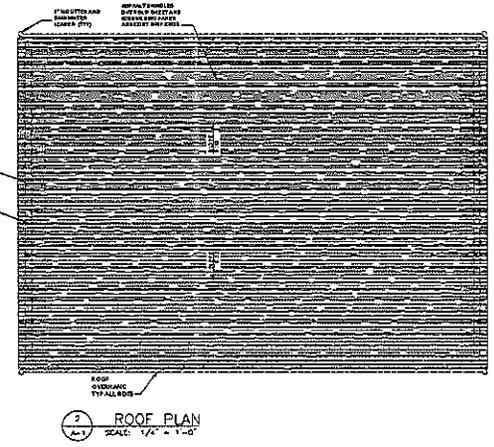
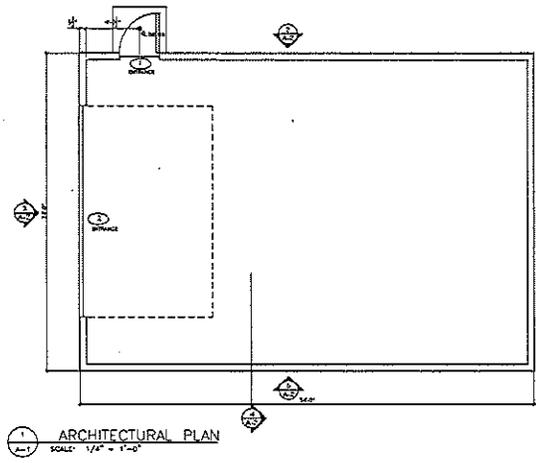
DETAILS
 PREPARED FOR
JARED FANTINI & JAMIE LIPSKIN
 UPPER DUBUNTOWNSHIP, PA

Metz Engineers
 1200 HARTMAN AVENUE
 FORT WASHINGTON, PA
 215-263-1000
 WWW.METZ-ENG.COM

PROJECT NUMBER: NEW CONSTRUCTION
FANTINI-LIPSCHIN RESIDENCE
 1200 HARTMAN AVENUE
 FORT WASHINGTON, PA
 UPPER DUBUNTOWNSHIP

DATE: 2/20/2025
 SHEET: **SP3**

| DOOR TYPE SCHEDULE <small>SEE DOOR SCHEDULE CHART</small> | GENERAL DOOR/ WINDOW NOTES | LEGEND | DOOR SCHEDULE | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|---|-----------|------|-------|-------|--------|------|------|-------|---|--------|------|------|------|------|------|------|---|--------|------|------|------|------|------|------|
| | <ol style="list-style-type: none"> PROVIDE SCREENS ON ALL OPERABLE UNITS ALL GLAZING TO HAVE INSULATED GLASS WITH LOW E AND ARGON VERIFY ALL DOOR/WINDOW SIZES WITH CHOSEN MANUFACTURER CONTRACTOR TO VERIFY AND CHECK MANUFACTURER FOR WINDOW SIZES AND HEADS OPENING REQUIREMENTS BEFORE STARTING CONSTRUCTION CONTRACTOR TO VERIFY SECURITY STYLE/COLOR OF ALL WINDOWS ALL SLEEPING ROOMS HAVE MIN ONE OPERABLE WINDOW APPROVED FOR EMERGENCY ESCUES. ALL REQUIRED FOR EXISTING WINDOWS SHALL BE OPERABLE FROM THE INSIDE WITHOUT A USE OF TOOL/KEY. THEY ALL SHALL HAVE THE FOLLOWING REQUIREMENTS: MINIMUM AREA: 5.7 SQ. FEET MINIMUM CLEAR WIDTH: 20" MINIMUM CLEAR HEIGHT: 24" MINIMUM SILL HEIGHT: SEE ELEVATIONS ALL GLAZING WITHIN 18" OF FIN. FLS TO BE THERM-BROKEN VERIFY ALL NEW WINDOW/DOOR ASSEMBLIES ARE PROPERLY FLASHED/CAULKED @ ALL HEAD/SILLS/SIDES AND VERTICALLY ACCORDING TO ELEVATIONS ALL GLAZING TO MEET ASTM D4074 (TYPE III) OR HAS IRRADIATION RATES PER NFRC #2 THAT DO NOT EXCEED CODE LIMITS SEE ELEVATIONS FOR WINDOWS REQ TO BE 1" EXCESS OR 1" TYPED ALL WINDOWS ARE SPECIFIED AS ANDERSON 250 SERIES VINYL OR EQUAL ALL DIMENSIONS TO BE VERIFIED IN FIELD INSTALLATION TO BE PER MANUFACTURERS SPECIFICATIONS PROVIDE A LEAK/WATER RESISTANT SEALANT AT ALL EXTERIOR WINDOW ATTACH HOSE W/ WAP AT WINDOW OPENINGS ACCORDING TO RECOMMENDED PRACTICES AND THE DETAILS TO INSURE POSITIVE DRAINAGE AT ALL HEAD FLASHING LAP HOSE W/ WAP OVER FLASHING FOR POSITIVE DRAINAGE | <p>LEGEND</p> <p>GRID LINE SYMBOL: </p> <p>DIMENSION: </p> <p>KEYED NOTE: </p> <p>WINDOW TYPE: </p> <p>DOOR TYPE: </p> <p>WALL TYPE: </p> <p>ROOM NUMBER: </p> <p>CILING HEIGHT: </p> <p>ELEVATION: </p> <p>REFERENCE ELEVATION: </p> <p>BUILDING SECTION: </p> <p>WALL SECTION: </p> <p>DETAIL MARKER: </p> <p>DARTH: FRAMING LUMBER</p> <p>CONCRETE: FINISH LUMBER</p> <p>STEEL: GYP BO WALL</p> <p>MASONRY: HALF WALL</p> <p>F.R. WALL: PLYWOOD</p> | <p>DOOR SCHEDULE <small>DOOR TYPE, MATERIALS, FINISHES AND HEADS PER PLAN</small></p> <p>SEE PLAN FOR DOOR TYPES</p> <p>NOTE: ALL GLAZING TO BE IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL GLAZING TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL GLAZING TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (IBC)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>DOOR TYPE</th> <th>DOOR</th> <th>GLASS</th> <th>FRAME</th> <th>FINISH</th> <th>HEAD</th> <th>TAIL</th> <th>SWELL</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1 1/2"</td> <td>1/2"</td> <td>1/2"</td> <td>1/2"</td> <td>1/2"</td> <td>1/2"</td> <td>1/2"</td> </tr> <tr> <td>2</td> <td>1 1/2"</td> <td>1/2"</td> <td>1/2"</td> <td>1/2"</td> <td>1/2"</td> <td>1/2"</td> <td>1/2"</td> </tr> </tbody> </table> | DOOR TYPE | DOOR | GLASS | FRAME | FINISH | HEAD | TAIL | SWELL | 1 | 1 1/2" | 1/2" | 1/2" | 1/2" | 1/2" | 1/2" | 1/2" | 2 | 1 1/2" | 1/2" | 1/2" | 1/2" | 1/2" | 1/2" | 1/2" |
| DOOR TYPE | DOOR | GLASS | FRAME | FINISH | HEAD | TAIL | SWELL | | | | | | | | | | | | | | | | | | | | |
| 1 | 1 1/2" | 1/2" | 1/2" | 1/2" | 1/2" | 1/2" | 1/2" | | | | | | | | | | | | | | | | | | | | |
| 2 | 1 1/2" | 1/2" | 1/2" | 1/2" | 1/2" | 1/2" | 1/2" | | | | | | | | | | | | | | | | | | | | |
| <p>GENERAL NOTES</p> <ol style="list-style-type: none"> ALL DIMENSIONS ARE TO FACE OF FRAMING UNLESS NOTED OTHERWISE ALL EXTERIOR WALLS TO BE 3 1/2" UNCL. ALL INTERIOR WALLS TO BE 1/2" UNCL. SEE STRUCTURAL DRAWINGS FOR STUD SIZE AND SHEAR WALL INFORMATION ALL WOOD IN CONTACT WITH CONCRETE TO BE PRESERVE TREATED REFER TO ARCHITECT'S PRINTS FOR UNDERWRITERS LABORATORIES FOR MORE INFORMATION PROVIDE FIRE BLOCKING AT 16" INTERVALS HORIZONTALLY AND VERTICALLY IN CONCEALED SPACES APPROVED FIRE BLOCKING MATERIALS PER IBC 703.2.3 INCLUDING BUT NOT LIMITED TO 3/4" LUMBER, 3/4" PARTICLE BOARD, 1/2" GYPSUM, ORIGINAL PIGGY OR ORIGINAL FIRE BATT OR BLENKETS ALL ARCH TRUCT HIGH AND RUC DRAWINGS SHALL BE FULLY COORDINATED BY THE CONTRACTOR. VERIFY ALL DIMS, SLOPES, GRADES, TRAPS, OUTLETS RECESSES, ROOST SETTING SLEEVES ETC. ALL DISCREPANCIES SHALL BE BROUGHT TO ATTENTION OF THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK. | | | <p>POWER PLAN NOTES</p> <ol style="list-style-type: none"> LIGHTING LAYOUT IS DIAGNOSTIC. OWNER TO COORDINATE FINAL LOCATION OF ELECTRICAL ITEMS WITH CONTRACTOR ALL EXTERIOR ELECTRICAL ITEMS ARE TO BE GROUND FAULT AND SHALL BE RATED FOR EXTERIOR APPLICATIONS DEVICE MOUNTING: <ul style="list-style-type: none"> RECEPTACLES: 18" AFF. SWITCHES: 48" AFF. PANELS: 54" AFF. LIFF SAFETY DETECTORS: <ul style="list-style-type: none"> A. ALL SMOKE, HEAT & CO DETECTORS TO BE HARD WIRED AND INTERCONNECTED. PROVIDE BATTERY BACKUP. B. ALL SMOKE AND CARBON MONOXIDE DETECTORS TO BE LOCATED AT 3 FOOT CLEAR DISTANCE OF HVAC SUPPLIES, RETURN, AND CEILING PANEL PROVIDE SMOKE DETECTORS PROVIDE NEW CARBON MONOXIDE DETECTORS | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>POWER/RCP LEGEND</p> <p>120V DUPLEX POWER OUTLET @ 12" AFF @ 42" A.P.F. AT KITCHEN COUNTERTOP</p> <p>220V DUPLEX POWER OUTLET 220V</p> <p>WATERPROOF DUPLEX POWER OUTLET 1/4" GROUND PANEL INTERFERE</p> <p>DUPLEX POWER OUTLET IN CEILING FOR GARAGE DOOR OPENER</p> <p>2IN LIGHT FIXTURE</p> <p>EXTERIOR WALL MTD LIGHT FIXTURE W/ W/ W/ TRAP COVER</p> <p>FLOOD LIGHT FIXTURE</p> <p>ONE-WAY SWITCH @ 48" AFF. (UNCL.)</p> <p>SMOKE DETECTOR</p> <p>CARBON MONOXIDE DETECTOR</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | |



ISSUED FOR PERMIT: 05/22/25

Matthew J. Doherty

PROJECT TO BE CONSTRUCTED

NEW CONSTRUCTION

FANTINI-LIPSON RESIDENCE

1220 MARTRANT AVENUE

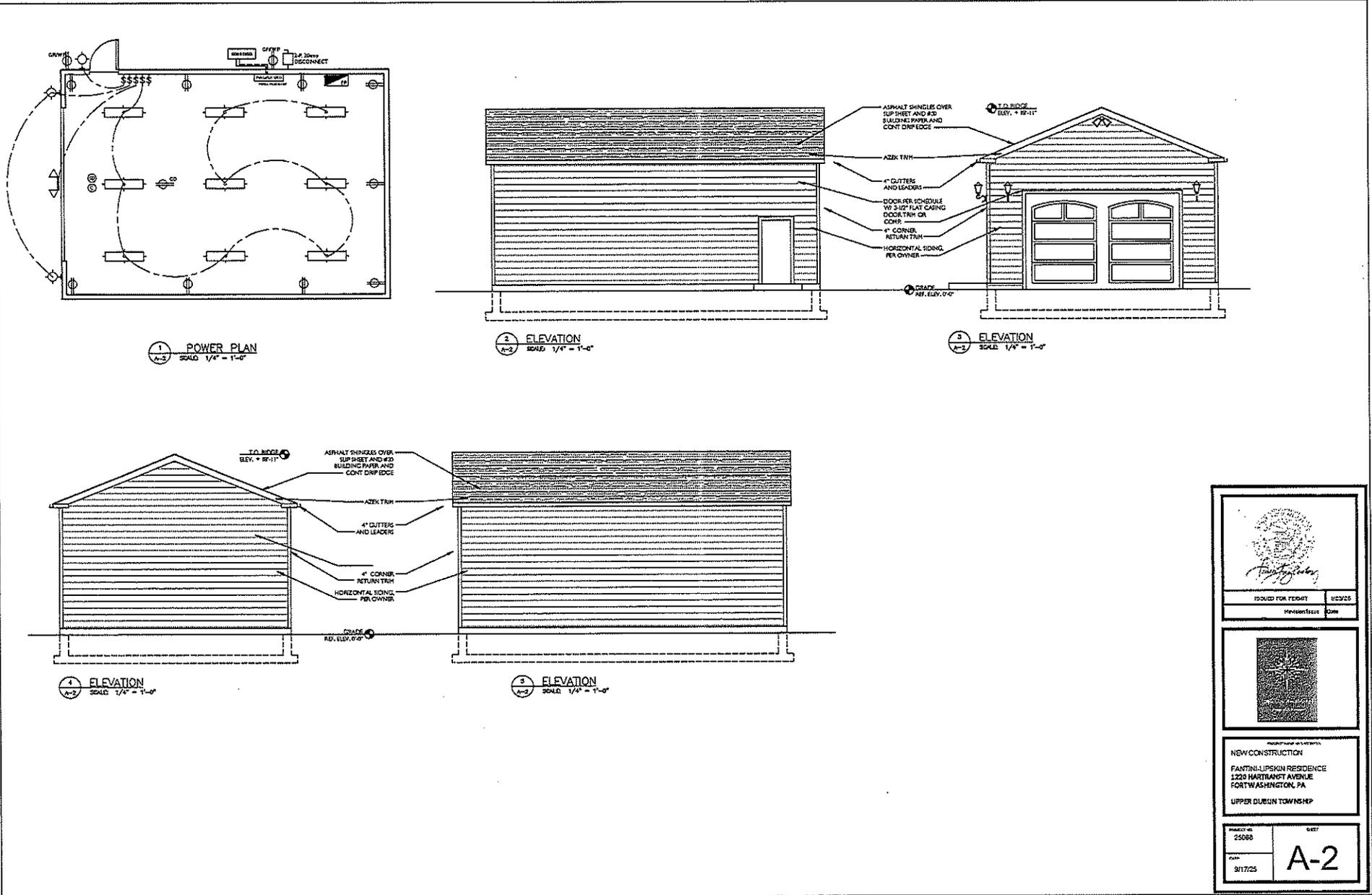
FORT WASHINGTON, PA

UPPER MESHUN TOWNSHIP

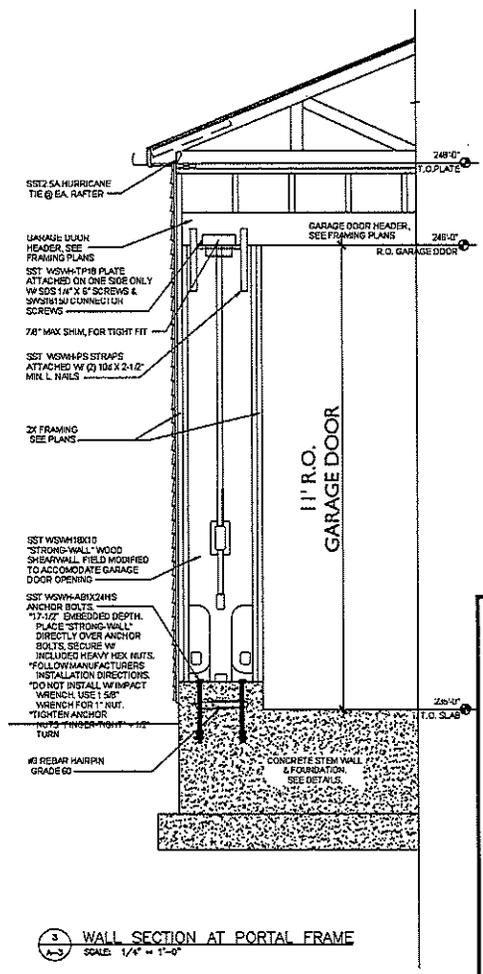
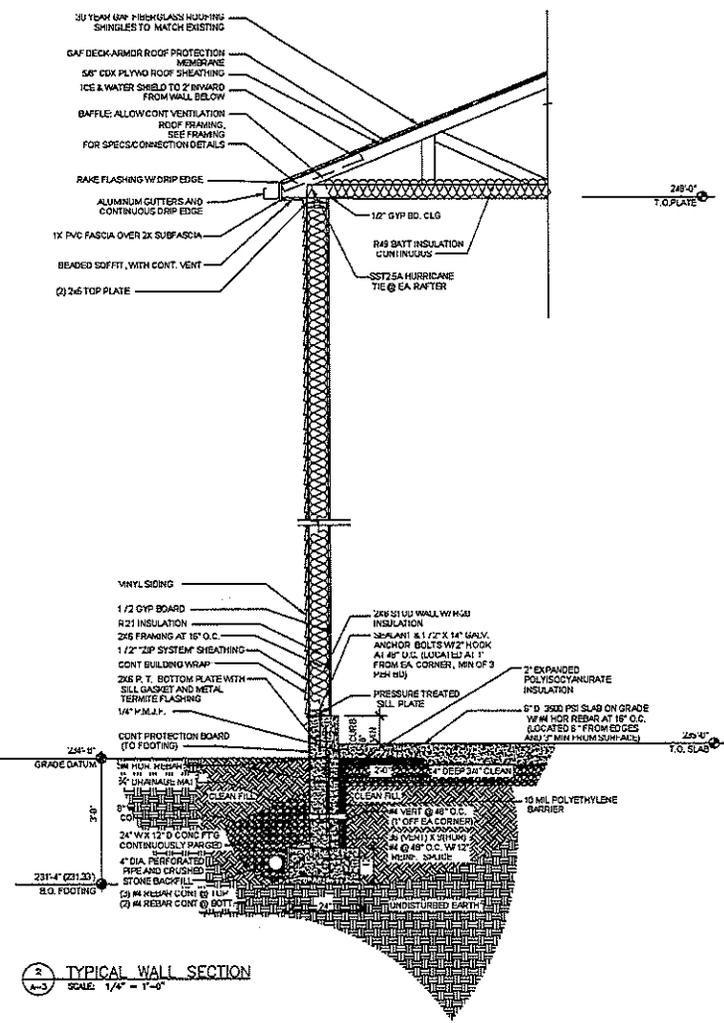
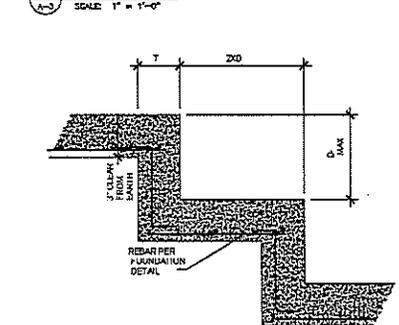
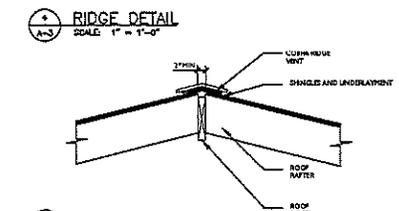
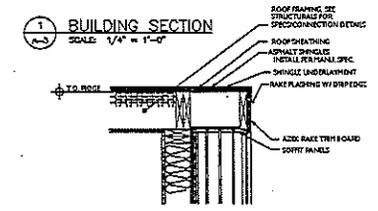
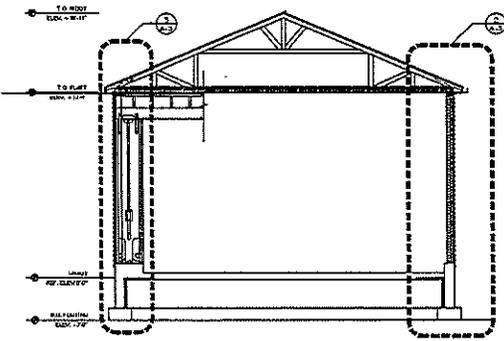
PROJECT NO. 25005

DATE 9/17/25

A-1



| | |
|---|----------------------|
|  <i>Anthony J. ...</i> ISSUED FOR PERMIT: <input type="checkbox"/> REVISED: <input type="checkbox"/> PROFESSIONAL ENGINEER: <input type="checkbox"/> DATE: | |
|  | |
| NEW CONSTRUCTION FANTANI-LIPSKIN RESIDENCE 1220 HARTMAN AVENUE FORT WASHINGTON, PA UPPER MERION TOWNSHIP | |
| PROJECT NO: 25088 | SHEET: A-2 |
| DATE: 9/17/25 | |



| | |
|--|-----------------|
| | |
| 153022 FOR PERMIT 1/23/25 Revision/Issue Date | |
| | |
| NEW CONSTRUCTION FANTINI-LIPSKIN RESIDENCE 2223 HARTMAN AVENUE FORT WASHINGTON, PA UPPER DUBLIN TOWNSHIP | |
| PROJECT NO. 25069 | DATE 9/17/25 |
| A-2 | |

STRUCTURAL NOTES:

GENERAL STRUCTURAL NOTE
BUILDING CODES AND STANDARDS
1. THE FOLLOWING CODES AND STANDARDS INCLUDING ALL
REVISIONS REFERENCED WITHIN SHALL APPLY TO THE
DESIGN, CONSTRUCTION AND QUALITY CONTROL OF ALL
WORK REFERRED ON THIS PROJECT.

IRC GENERAL STRUCTURAL
NOTES:

Table with 2 columns: Item Name and Value. Includes items like: 1. FLOOR FINISHES, 2. CEILING FINISHES, 3. WALL FINISHES, 4. FLOOR JOISTS, 5. WALL JOISTS, 6. ROOF JOISTS, 7. FLOOR DECKING, 8. WALL DECKING, 9. CEILING DECKING, 10. ROOF DECKING.

Table with 2 columns: Item Name and Value. Includes items like: 1. EXTERIOR FINISHES, 2. INTERIOR FINISHES, 3. ROOF FINISHES, 4. FLOOR FINISHES, 5. WALL FINISHES, 6. CEILING FINISHES, 7. ROOF FINISHES, 8. FLOOR FINISHES, 9. WALL FINISHES, 10. CEILING FINISHES.

GENERAL STRUCTURAL NOTES:

1. FOUNDATION: ALL FOUNDATIONS SHALL BE CONCRETE ON GRADE UNLESS OTHERWISE NOTED.
2. CONCRETE: ALL CONCRETE SHALL BE 3000 PSI STRENGTH UNLESS OTHERWISE NOTED.
3. REINFORCEMENT: ALL REINFORCEMENT SHALL BE #4 BARS UNLESS OTHERWISE NOTED.

GENERAL STRUCTURAL NOTES: (CONTINUED)

4. WALLS: ALL WALLS SHALL BE CONCRETE ON GRADE UNLESS OTHERWISE NOTED.
5. ROOFING: ALL ROOFING SHALL BE AS NOTED UNLESS OTHERWISE NOTED.
6. FLOORING: ALL FLOORING SHALL BE AS NOTED UNLESS OTHERWISE NOTED.
7. CEILING: ALL CEILING SHALL BE AS NOTED UNLESS OTHERWISE NOTED.

Table with 2 columns: Item Name and Value. Includes items like: 1. EXTERIOR FINISHES, 2. INTERIOR FINISHES, 3. ROOF FINISHES, 4. FLOOR FINISHES, 5. WALL FINISHES, 6. CEILING FINISHES, 7. ROOF FINISHES, 8. FLOOR FINISHES, 9. WALL FINISHES, 10. CEILING FINISHES.

8. ROOFING: ALL ROOFING SHALL BE AS NOTED UNLESS OTHERWISE NOTED.
9. FLOORING: ALL FLOORING SHALL BE AS NOTED UNLESS OTHERWISE NOTED.
10. CEILING: ALL CEILING SHALL BE AS NOTED UNLESS OTHERWISE NOTED.

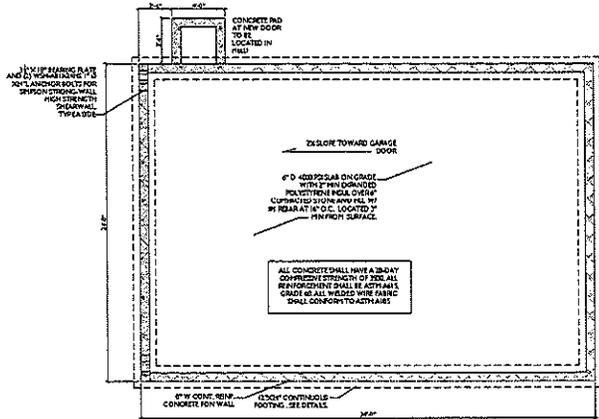
GENERAL STRUCTURAL NOTES: (CONTINUED)

11. FOUNDATION: ALL FOUNDATIONS SHALL BE CONCRETE ON GRADE UNLESS OTHERWISE NOTED.
12. CONCRETE: ALL CONCRETE SHALL BE 3000 PSI STRENGTH UNLESS OTHERWISE NOTED.
13. REINFORCEMENT: ALL REINFORCEMENT SHALL BE #4 BARS UNLESS OTHERWISE NOTED.

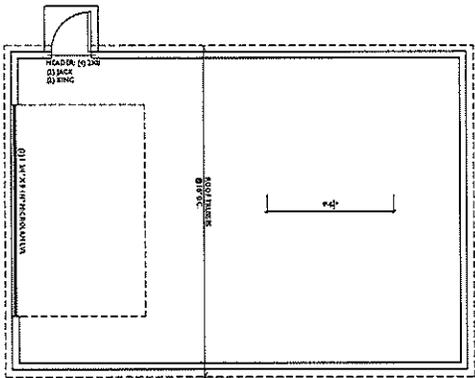
Table with 2 columns: Item Name and Value. Includes items like: 1. EXTERIOR FINISHES, 2. INTERIOR FINISHES, 3. ROOF FINISHES, 4. FLOOR FINISHES, 5. WALL FINISHES, 6. CEILING FINISHES, 7. ROOF FINISHES, 8. FLOOR FINISHES, 9. WALL FINISHES, 10. CEILING FINISHES.

14. ROOFING: ALL ROOFING SHALL BE AS NOTED UNLESS OTHERWISE NOTED.
15. FLOORING: ALL FLOORING SHALL BE AS NOTED UNLESS OTHERWISE NOTED.
16. CEILING: ALL CEILING SHALL BE AS NOTED UNLESS OTHERWISE NOTED.

Professional seal and project information. Includes: ISSUED FOR PERMIT, NEW CONSTRUCTION, FANTINI-LUPSON RESIDENCE, 1220 HARTWANT AVENUE, UPPER MERRIMAN TOWNSHIP, PROJECT NO. 22058, SHEET S-1.



1 FOUNDATION PLAN
SCALE: 1/4" = 1'-0"



1 FRAMING PLAN
SCALE: 1/4" = 1'-0"

| | |
|--|--------------|
|  | |
| ISSUED FOR PERMIT | 1/22/09 |
| Revision/Date | Date |
|  | |
| <p>NEW CONSTRUCTION</p> <p>FANTINI-LUPKIN RESIDENCE</p> <p>1220 HARTBRAFT AVENUE</p> <p>FORT WASHINGTON, PA</p> <p>UPPER DUBLIN TOWNSHIP</p> | |
| PROJECT NO. 25058 | SHEET S-2 |
| DATE 8/17/25 | |

Zoning Hearing Board Agenda Item Report

Meeting Date: November 24, 2025

Agenda Section: #2625 Mark Thomas Visco, Jr. and Nicole Marie Holden of 1530 E. Butler Pike, Ambler, PA 19002

Subject:

request a variance from section 255-29 to allow an accessory structure in their front-yard setback for a proposed garage. The Property is Zoned A Residential. Potential vote upon Application #2625.

Attachments:

1. [#2625 Application_Redacted.pdf](#)

2. [#2625 - Deed.pdf](#)

3. [#2625-Receipt.pdf](#)

4. [#2625 Letter and Labels.pdf](#)

5. [#2625-PostedNotice.pdf](#)

[Sh01_ZHB Plan.pdf](#)

7. [#2625- property photos.pdf](#)

8. [#2625- email.pdf](#)



Date Received: 10/10/25
Fee Paid: \$500.00
1st Ad 11/1/24
2nd Ad 11/16/25
Date of Hearing: 11/12/25

UPPER DUBLIN TOWNSHIP
ZONING HEARING BOARD
APPLICATION # 21825

RECEIVED
OCT 10 2025

Application is hereby made to the Zoning Hearing Board for a determination in connection with the following facts: BY:

Name of Applicant: Mark Thomas Visco, Jr. & Nicole Marie Holden Name of Owner:
Address: 1530 East Butler Pike Address: SAME AS APPLICANT
City, State, Zip: Ambler, PA 19002 City, State, Zip:
Phone #: Phone #:
Email: Email:

Name of Attorney: N/A
Address: City: State: Zip:
Attorney Phone: Email:

Applicant and Owner request that a determination be made by the Zoning Hearing Board on this Appeal from the Decision of the Community Planner/Zoning Officer in which we were:

- Refused a Building Permit and/or Zoning Permit
Given conditional approval of a subdivision plan
Other (specify):
Ordered to Cease a current use

This appeal seeks:

- An interpretation of the ordinance or map
A Special Exception under Article, Section, Subsection, Paragraph
A Variance related to the Use, Area, Frontage, Yard, Height, Parking,
Other (specify):

The applicable provisions of the Zoning Ordinance are as follows:

Table with 4 columns: Chapter, Section, Subsection, Paragraph. Row 1: Chapter, Section 255, Subsection 27, Paragraph A.(5)

The description of the property involved in this appeal is as follows:

Street Number: 1530 Street Name: East Butler Pike Deed Book: 6222 Page: 0870
Block Number: 004 Unit Number: 014 Parcel Number: 54-00-03274-00-2
Zoning District: A-Residential Served by Public Sewer (y/n): N Served by Public Water (y/n): Y
Lot Size: 2.633 Acres Lot Dimensions: 280.71 x 350.07 (exclusive of flag strip)

Describe the present use of the property and the existing improvements: Single-Family Dwelling

Describe the proposed use of the property and the proposed improvements: Single-Family Dwelling

Has any previous petition been filed with the Zoning Board in connection with these premises? Yes No

If Yes, please describe:

Is this property a part of a subdivision heretofore approved by the Township? Yes No

If Yes, give name of subdivision: Date of approval by Township:

I/We believe that the Zoning Board should approve this request because: _____

To minimize impervious surface, the applicant is proposing a detached-garage/pool house in the front yard of a flag lot.

STATE OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY:

Mark Thomas Visco, Jr. BEING DULY SWORN ACCORDING TO LAW, DEPOSE(S) AND SAY(S) THAT THE FACTS SET FORTH IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT.

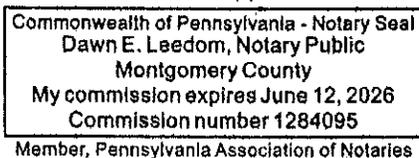
Sworn and subscribed to

[Signature]
Applicant

before me, this 8th day

of October, 2025

[Signature]
Notary Public



Applicant

Property owner(s) must join in this application.

Sworn and subscribed to

Owner

before me, this _____ day

Owner

of _____, 20_____

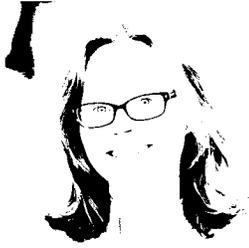
Notary Public

This application must be filled out and signed by the owner and, if different, the applicant and filed with the Zoning Officer along with the appropriate fee. If more space is required, attach a separate sheet to this application and reference the question being answered. The application must be accompanied by:

1. Three (3) copies of the deed showing current ownership
2. Copies of leases or agreements affecting the premises
3. Notarized zoning application and corporate sealed for companies
4. Eight (8) copies of the plan of real estate affected showing the location and dimension of improvements now erected and proposed, parking spaces, all dimensional requirements of the zoning ordinance, the building envelope, rights of way and easements. The plan must be prepared and sealed by a Registered Land Surveyor unless this requirement is waived by the Community Planner/Zoning Officer.

d. Zoning Hearing Board Application

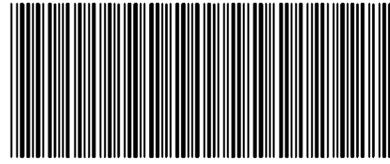
| | | |
|--|-------|----------------------|
| i. Residential | | \$500 |
| 1. Continuance/Postponement Fee ¹ | | +\$100 |
| ii. Nonresidential | | \$1,500 |
| 1. Continuance/Postponement Fee ¹ | | +\$400 ^{A1} |



RECORDER OF DEEDS
MONTGOMERY COUNTY
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax: (610) 278-3869

DEED BK 6222 PG 00870 to 00875
INSTRUMENT # : 2021046441
RECORDED DATE: 04/23/2021 07:30:05 AM



5927009-0021S

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 6

| | |
|----------------------------------|--|
| Document Type: Deed | Transaction #: 6296692 - 2 Doc(s) |
| Document Date: 02/22/2021 | Document Page Count: 5 |
| Reference Info: | Operator Id: JSorg |

| | |
|--|--|
| RETURN TO: (Simplifile) Security Abstract of PA, Inc. 1592 Sumneytown Pike Lansdale,, PA 19446 (610) 584-6890 | PAID BY: SECURITY ABSTRACT OF PA INC |
|--|--|

| | |
|-------------------------|------------------------------|
| * PROPERTY DATA: | |
| Parcel ID #: | 54-00-03274-00-2 |
| Address: | 1530 E BUTLER PIKE |
| | AMBLER PA 19002 |
| Municipality: | Upper Dublin Township (100%) |
| School District: | Upper Dublin |

*** ASSOCIATED DOCUMENT(S):**

| | |
|--|---|
| CONSIDERATION/SECURED AMT: \$350,000.00 | DEED BK 6222 PG 00870 to 00875 |
| TAXABLE AMOUNT: \$350,000.00 | Recorded Date: 04/23/2021 07:30:05 AM |
| FEES / TAXES: | I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania. |
| Recording Fee:Deed \$86.75 |  |
| Additional Pages Fee \$2.00 | |
| Affordable Housing Pages \$2.00 | |
| State RTT \$3,500.00 | |
| Upper Dublin Township RTT \$1,750.00 | |
| Upper Dublin School District RTT \$1,750.00 | |
| Total: \$7,090.75 | Jeanne Sorg Recorder of Deeds |

Rev1 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION



Prepared by and Return to:

Security Abstract of PA, Inc.
1592 Sumneytown Pike
Lansdale, PA 19446

File No. SPA47430CHI

UPI # 54-00-03274-00-2

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-03274-00-2 UPPER DUBLIN TOWNSHIP
1530 E BUTLER PIKE

ABOU-ZLAM OMAR & ALASHA-ZLAM NESRINE \$15.00
B 004 L U 014 2108 04/21/2021 HW

This Indenture, made the 22nd day of February 2021,
Effective date: 3/31/21
Between

OMAR ABOU-ZLAM AND NESRINE ALASHA-ZLAM, HUSBAND AND WIFE

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

MARK THOMAS VISCO, JR. AND NICOLE MARIE HOLDEN

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

Witnesseth, that the said Grantors for and in consideration of the sum of **Three Hundred Fifty Thousand And 00/100 Dollars (\$350,000.00)** lawful money of the United States of America, unto them well and truly paid by the said Grantees, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee, as _____s,

- A married couple, Tenants by Entireties
- Joint Tenants with Right of Survivorship Tenants in Common
- and not as tenants in common Sole Owner
- other _____

ALL THAT CERTAIN piece or parcel of ground, with the building and improvements thereon erected, Situate in Upper Dublin Township, Montgomery County, Pennsylvania, and described according to a certain Plan made for Edward F. Stanley by C. Raymond Weir, Registered Professional Engineer, dated March 10, 1953 and revised November 17, 1961 as follows, to wit:

BEGINNING at a point on the Southeasterly side of Butler Pike (47.50 feet wide) a comer of Lot No. 12 on said Plan in the center line of a certain 50 feet wide strip of ground reserved for a future road, said point being at the distance of 849.52 feet from its point of intersection with the Northeasterly side of Meetinghouse Road (41.50 feet wide);



thence extending from said point of beginning, North 39 degrees 20 minutes East, along the Southeasterly side of Butler Pike crossing the Northeasterly side of the aforesaid reserved future road, 25.00 feet to a point on the Northeasterly side of same; thence extending South 50 degrees 40 minutes East, along the Northeasterly side of the aforesaid reserved future road, also along Lot No. 11 on said Plan, 300.00 feet to a point; thence extending North 39 degrees 20 minutes East, partly along Lots 11 and 10 on said plan, 280.71 feet to a point; thence extending South 49 degrees 07 minutes 30 seconds East, 350.07 feet to a point, a corner of lands now or late of Henry Lee Willett; thence extending South 39 degrees 16 minutes West, along the aforesaid land of Willet, 306.00 feet, more or less, to a point; thence extending North 49 degrees 07 minutes 30 seconds West, 350.25 feet, more or less, to a point, a corner of Lot No. 12 aforesaid; thence extending North 50 degrees 40 minutes West, along lot No. 12, also along the center line of the aforesaid reserved future road, 300.00 feet to the first mentioned point and place of beginning.

TOGETHER with the free and common use, right, liberty and privilege of a certain 50 feet wide strip of land, reserved for future road, leading Northwestwardly into Butler Pike, as and for a road, passageway and water course, at all times hereafter forever, in common with the owners, tenants and occupiers of other lots of ground abutting thereon and entitled to the use thereof.

UNDER AND SUBJECT, nevertheless, to the proportionate part of the expense of maintaining said strip of land reserved for future road, in good order and repair.

BEING COUNTY PARCEL NO. 54-00-03274-00-2.

Being the same premises which Harry G. Graham, Fred C. Graham and Timothy J. Graham by Indenture bearing date 1/6/2015 and recorded 1/16/2015 at Norristown in the Office for the Recording of Deeds in and for the County of Montgomery in Deed Book 5941 page 1695 etc. granted and conveyed unto Omar Abou-Zlam and Nesrine Alasha-Zlam, husband and wife, in fee.

And also being the same premises which Harry G. Graham, Fred C. Graham and Timothy J. Graham by Deed of Correction bearing date 1/6/2015 and recorded 1/21/2015 at Norristown in the Office for the Recording of Deeds in and for the County of Montgomery in Deed Book 5942 page 175 etc. granted and conveyed unto Omar Abou-Zlam and Nesrine Alasha-Zlam, husband and wife, in fee

Under and Subject to any and all agreements, covenants, liens, reservations, exceptions, restrictions and other encumbrances of record.



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 anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of them, the said grantors, as well at law as in equity, of, in and to the same.

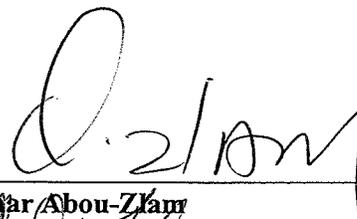
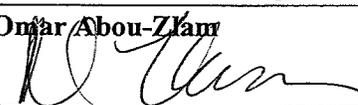
To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper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

- A married couple, Tenants by Entireties
- Joint Tenants with Right of Survivorship and not as tenants in common
- Tenants in Common
- Sole Owner
- Other _____

And the said Grantors, for themselves and their heirs, executors and administrators, do, by these presents, covenant, grant and agree, to and with the said Grantees, their heirs and assigns, that they, the said Grantors, and their heirs, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, against them, the said Grantors, and their heirs, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantors but not otherwise.

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

Sealed and Delibered
IN THE PRESENCE OF US:

 {SEAL}
 Onfar Abou-Zlam
 {SEAL}
 Nesrine Alasha-Zlam

The precise residence and the complete post office address of the above-named Grantees is:

125 Apel Avenue
Oreland, PA 19075

On behalf of the Grantees 

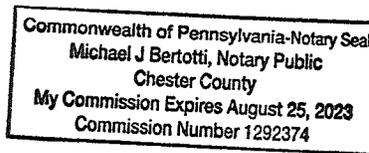


Commonwealth of Pennsylvania } ss
County of ~~Montgomery~~ Chester (MB)

On this, the 22 day of February, 2021, before me, the undersigned Notary Public, personally appeared **Omar Abou-Zlam and Nesrine Alasha-Zlam, husband and wife**, 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.

Michael J Bertotti
Notary Public
My commission expires August 25, 2023



Deed

UPI # 54-00-03274-00-2

Omar Abou-Zlam and
Nesrine Alasha-Zlam

TO

Mark Thomas Visco, Jr. and
Nicole Marie Holden

Security Abstract of PA, Inc.
1592 Sumneytown Pike
Lansdale, PA 19446





UPPER DUBLIN
TOWNSHIP
CODE ENFORCEMENT

Upper Dublin Township
Code Enforcement Department
370 Commerce Drive
Fort Washington, PA 19034
215-643-1600 x8070
permits@upperdublin.net

Invoice

| | |
|------------|-----------|
| Date | Invoice # |
| 10/24/2025 | 6223 |

PAID
10/24/2025

| | |
|--|--|
| Invoice To: Mark Visco 1530 E Butler Pike Ambler PA 19002 | Property Address: 1530 E Butler Pike |
| | Invoice prepared by: Jake Gerardi, 215-643-1600 x3274 |

| Description | Amount |
|--|--------|
| Zoning Hearing Board Fees PD-Check#1032 | 500.00 |

| | | |
|--|--------------------------|-----------|
| <p><i>PAYMENT IS DUE UPON RECEIPT. Cash, checks made payable to "Upper Dublin Township", or credit cards are accepted. A processing fee of 2.5% will be added to all credit card payments. Contact us at 215-643-1600 x8070 to pay over the phone with a credit card.</i></p> | Total due | \$500.00 |
| | Payments received | -\$500.00 |
| | Balance due | \$0.00 |

ADDITIONAL FEES MAY BE INVOICED SEPARATELY FOR, INCLUDING BUT NOT LIMITED TO, PLAN REVIEW, SPECIAL INSPECTION MONITORING, CONSULTANT FEES, PRINTING OF DIGITAL PLANS, ADDITIONAL PERMITS, ETC.
Payment of the permit fee does not constitute issuance of a permit. After the permit application has been reviewed, approved, and processed, the permit(s) will be emailed to the property owner and contractor. If any work commences before permit issuance, late fees will be charged.



UPPER DUBLIN

T O W N S H I P

370 Commerce Drive
 Fort Washington, PA 19034-2617
 Phone: (215) 643-1600
 Fax: (215) 542-0797
www.upperdublin.net

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Zoning Hearing Board of Upper Dublin Township will hold a meeting as required by the Township's Zoning Ordinance at the **Upper Dublin Public Library, Shanis Auditorium, 520 Virginia Drive, Fort Washington, PA 19034** on **November 24, 2025, at 7:30 PM**. During this meeting an application concerning the following will be heard:

#2625 *Mark Thomas Visco, Jr. and Nicole Marie Holden of 1530 E. Butler Pike, Ambler, PA 19002* request a variance from section 255-29 to allow an accessory structure in their front-yard setback for a proposed garage. The Property is Zoned A Residential. Potential vote upon Application #2625.

All letters, emails and other writings from neighbors or citizens, whether of support or opposition, must be received by the Township by the end of the business day immediately preceding the day of the hearing, otherwise they will not be recognized at such hearing. All written public comments may be emailed to meeting@upperdublin.net. Those emails must be addressed to the Zoning Hearing Board in the subject line and your full name and address must be included in the body of the email. Anyone with questions must attend the hearings in person. In-person public comments are limited to no more than 5 minutes for each speaker.

If you are a person with a disability and wish to attend the hearing scheduled for this date and require an auxiliary aid, service, or other accommodation to participate in the proceedings, please contact the Township at (215) 643-1600 to discuss how Upper Dublin Township may best accommodate your needs.

A copy of the application is on file in the Community Planning & Zoning Department and may be seen upon request.

By Order of the Zoning Hearing Board.


 Riley McGrath
 Zoning Officer & Planning Coordinator
 215-643-1600 ex. 3213
rmcgrath@upperdublin.net

Note: There is a 30 day period after the date of the decision for an aggrieved person to file an appeal in court to contest an approval by the Zoning Hearing Board. Applicants that take action on a Zoning Hearing Board Approval during the 30 day appeal period do so at their own risk.

Advertisement Dates: November 9 and November 16, 2025 — *Ambler Gazette*

VINGOE JAMIE L & VINGOE MARK W
1547 E BUTLER PIKE
AMBLER PA 19002

UPPER DUBLIN TOWNSHIP
801 LOCH ALSH AVE
FORT WASHINGTON PA 19034

GRIFFIN DORIS ANN
1532 E BUTLER PIKE
AMBLER PA 19002

RINIER SCOTT & ALAKSZAY CATHERINE E
1541 E BUTLER PIKE
AMBLER PA 19002

PRUSAK DAVID & EMILY
1571 BEECHNUT CIR
AMBLER PA 19002

VISCO MARK THOMAS JR &
1530 E BUTLER PIKE
AMBLER PA 19002

KIM DAVID MIN SIK & KIM OK JA
402 KANE DR
AMBLER PA 19002

CRINITI JUDITH
1535 E BUTLER PIKE
AMBLER PA 19002

EMERY BRIAN & STACI
332 E CASALS PL
AMBLER PA 19002

MORAN MARY V & KING JOHN S
314 STOUT RD
AMBLER PA 19002

FOGARTY SEAN M & TAMARA L
1544 E BUTLER PIKE
AMBLER PA 19002

RAIMONDI WILLIAM & NOLAN THERESA
422 KANE DR
MAPLE GLEN PA 19002

CRUZ ALEXANDER R & SYLVIA
401 KANE DR
AMBLER PA 19002

SATTLER KATHRYN H & SHADIS ROBERT
416 KANE DR
AMBLER PA 19002

BILLINGS WAYNE GREGORY & JENNIFER
421 KANE DR
MAPLE GLEN PA 19002

BALACKI ALEXANDER J & HARCHAR TERRI
ANN
1551 BEECHNUT CIR
MAPLE GLEN PA 19002

MELOGRANA F DAVID & DONNA RAE
1540 E BUTLER PIKE
AMBLER PA 19002

DAVIDSON SHERRY M
336 E CASALS PL
AMBLER PA 19002

VUTZ HELGA
1552 E BUTLER PIKE
AMBLER PA 19002

HOFFMAN BRIAN
413 KANE DR
AMBLER PA 19002

MILLER GARRY H & SUSAN C
1526 E BUTLER PIKE
AMBLER PA 19002

FENNELL MICHAEL
318 STOUT RD
AMBLER PA 19002

CAMPANALE LAWRENCE M & JOAN F
1536 E BUTLER PIKE
AMBLER PA 19002

DIAZ MARY FRANCES
340 E CASALS PL
AMBLER PA 19002

HILLS MICHAEL F & KIM S
1548 E BUTLER PIKE
AMBLER PA 19002

KUKLA MICHAEL J & ROSARIO
1551 OAK HOLLOW DR
MAPLE GLEN PA 19002

KING AURELIUS M & TANYA
1522 E BUTLER PIKE
AMBLER PA 19002

ALLMAN ROBERT M & JEANNE M
409 KANE DR
AMBLER PA 19002

GROSS DAVID M
417 KANE DR
MAPLE GLEN PA 19002

EINHORN KENNETH & ROBIN
425 KANE DR
MAPLE GLEN PA 19002

GILLASPY THOMAS D & GRACE C
6 WILLET DR
AMBLER PA 19002

WEEDEN DAN & LILY
11 WILLET DR
AMBLER PA 19002

KLEIN STEVEN R & LISA C
1512 FRIENDS LN
AMBLER PA 19002

PHIAMBOLIS JENNIFER & ALEX T
1528 -B E BUTLER PIKE
AMBLER PA 19002

LIN JIUNN HUEI & CHEN YUEH-LI
2 WILLET DR
AMBLER PA 19002

GADSBY JULIANNE M &
1504 FRIENDS LN
AMBLER PA 19002

JORDAN ZACHERY L & CHERICI ALESSIA
1518 E BUTLER PIKE
AMBLER PA 19002

CARON MICHAEL R & MEGHAN M
420 MEETINGHOUSE RD
AMBLER PA 19002

LIN PAI-PING & TEH-HUEY LEE
8 WILLET DR
AMBLER PA 19002

KHAN RANA MUHAMMAD QASIM & AHMED
SANA
434 MEETINGHOUSE RD
AMBLER PA 19002

TULENKO THOMAS N
1528 -A E BUTLER PIKE
AMBLER PA 19002

DRAGON MATTHEW & CHRISTINE
430 MEETINGHOUSE RD
AMBLER PA 19002

CRAIG SAMUEL B & JOAN M
429 KANE DR
AMBLER PA 19002

CLARK CHRISTOPHER & HEATHER
9 WILLET DR
AMBLER PA 19002

KILPATRICK MARY JOAN & KILPATRICK
HARRY
1514 E BUTLER PIKE
AMBLER PA 19002

MCINERNEY MAIREAD ANN &
7 WILLET DR
AMBLER PA 19002

KURTIS GARY & JUDITH
341 E CASALS PL
AMBLER PA 19002

KHAN RANA MUHAMMAD QASIM & AHMED
SANA
434 MEETINGHOUSE RD
AMBLER PA 19002

ISAAC HOMES LLC
1405 FAIRGROUNDS RD
HATFIELD PA 19440

TUFANO JAMES RICHARD & EMILY JEAN
17904 2ND AVE NW
SHORELINE WA 98177

KING ROBERT N
1510 E BUTLER PIKE
AMBLER PA 19002

KEHOE JOHN WARD & AMY LYNCH
1508 FRIENDS LN
MAPLE GLEN PA 19002-2812

Posted 11/17/25

NOTICE OF PUBLIC HEARING

**BEFORE Zoning Hearing Board
UPPER DUBLIN TWP., MONTG. CO., PA**

2625

A hearing will be held on the application of:

Mark Thomas Visco, Jr. and Nicole Marie Holden

in the Shanis Auditorium at Upper Dublin Township Library, 520 Virginia Drive, Fort Washington, PA. 19034, to hear & take testimony on the following application:

Monday, November 24, 2025 @ 7:30 P.M.

The property involved is on:

1530 E. Butler Pike, Ambler, PA 19002

#2625 Mark Thomas Visco, Jr. and Nicole Marie Holden of 1530 E. Butler Pike, Ambler, PA 19002 request a variance from section 255-29 to allow an accessory structure in their front-yard setback for a proposed garage. The Property is Zoned A Residential. Potential vote upon Application #2625. All residents of Upper Dublin Township interested in the above application may appear and be heard. If you are a person with a disability and wish to attend the hearing scheduled for this date and require an auxiliary aid, service, or other accommodation to participate in the proceedings, phone (215) 643-1600 to discuss how Upper Dublin Township may best accommodate your needs.

Zoning Hearing Board of Upper Dublin Township

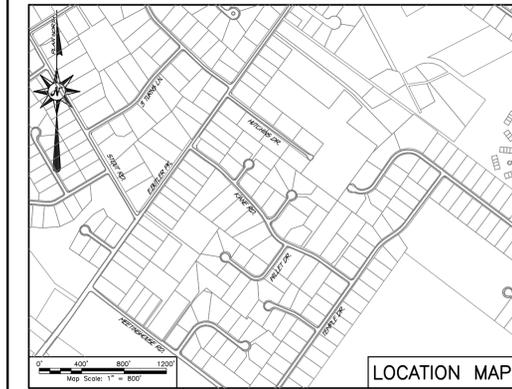
**By: Riley McGrath, Zoning Officer
Upper Dublin Township @ Commerce
370 Commerce Drive, Fort Washington, PA 19034
rmcgrath@upperdublin.net**

Nov 17, 2025 at 11:19:03 AM
1528 E Butler Pike
Ambler PA 19002
United States



NOTICE OF PUBLIC HEARING
BEFORE Zoning Hearing Board
UPPER DUBLIN TWP., MONTG. CO., PA
2025
A hearing will be held on the application of
Mark Thomas Voss, Jr. and Tracy Marie Voss
in the Office of Upper Dublin Township, 100 Virginia Drive, Fort
Washington, PA 19074, on the following application:
Monday, November 24, 2025 @ 7:30 P.M.
The property involved is in:
1528 E. Butler Pike, Ambler, PA 19002
1528 E. Butler Pike, Jr. and Tracy Marie Voss of 1528 E. Butler Pike,
Ambler, PA 19002, is currently zoned R-100. The applicant is seeking
a variance to allow for a proposed garage. The property is located
in a residential zone where such a variance is not normally allowed.
A public hearing will be held on the application and a decision will be made
at the hearing. If you wish to attend the hearing, please call the office and
provide your name and address to the hearing officer for the date and
time of the hearing. If you wish to provide written comments, please
submit them to the hearing officer by the date and time of the
hearing. Your comments will be considered at the hearing.

Zoning Hearing Board of Upper Dublin Township
By: Mike McLaughlin, Zoning Officer
Upper Dublin Township, Pennsylvania
100 Virginia Drive, Fort Washington, PA 19074
800-451-1234



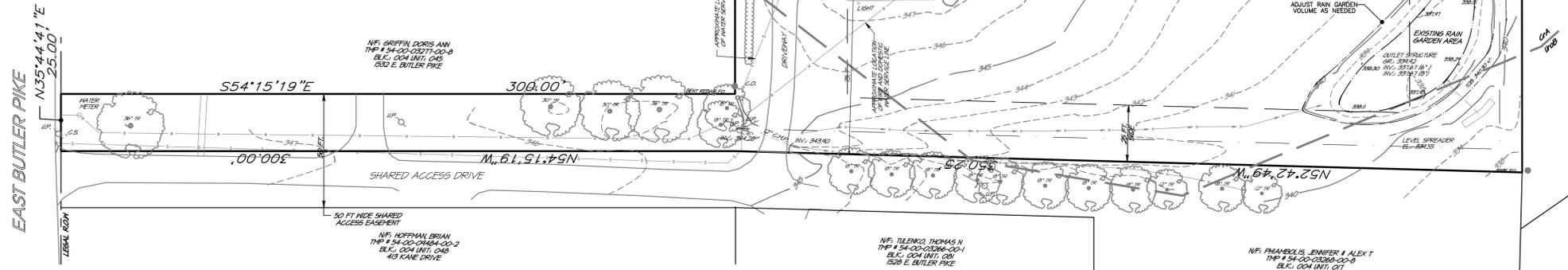
ZONING and SITE DATA SCHEDULE

| Item | Requirement | Plan Provided |
|---|-------------|------------------------------------|
| Zoning District: A - RESIDENTIAL DISTRICT | | |
| Permitted Use: | 255-39A(1): | Single-Family Detached Residential |
| Lot: | | |
| Minimum Lot Area: | 255-43.B | 26,000 Sq. Ft. |
| Minimum Width at Building Line: | 255-43.B | 120 FT. |
| Yard: | | |
| Minimum Front Yard: | 255-43.B | 50 Ft. |
| Minimum Side Yard: | 255-43.B | 25 Ft. |
| Minimum Rear Yard: | 255-43.B | 50 Ft. |
| Height: | | |
| Principal Building: | 255-43.B | 35 Ft. |
| Accessory Building: | | 22 Ft. |
| Maximum Building Coverage: | 255-43.B | 15 % |
| Maximum Impervious Coverage: | 255-43.B | 25 % |

[V] Variance Required:
Section 255-27A(5): Requires the building to be set a minimum of 25 feet from the side or rear property line. Whereas, the proposed garage is located within the required front yard.

IMPERVIOUS SURFACE TABULATION:

| ZONED: A - RESIDENTIAL DISTRICT | |
|---------------------------------|----------------------------|
| LOT AREA: 114,719.15 Sq. Ft. | |
| EXISTING: | |
| DWELLING: | 3,097 S.F. |
| PAVED DRIVEWAY: | 2,052 S.F. |
| F.WALKWAY: | 264 S.F. |
| R.PATIO/WALK: | 524 S.F. |
| SUBTOTAL: | 5,937 S.F. |
| POOL PERMIT PLAN: | |
| DWELLING: | 3,097 S.F. |
| GARAGE/COVERED PATIO: | 600 S.F. |
| PAVED DRIVEWAY: | 2,500 S.F. |
| F.WALKWAY: | 264 S.F. |
| R.PATIO/WALK: | 524 S.F. |
| SUBTOTAL: | 9,565 S.F. |
| NET INCREASE: | 3,628 S.F. |
| PREDEVELOPMENT: | 5,937 S.F. or 5.18% |
| POST DEVELOPMENT: | 9,565 S.F. or 8.34% |



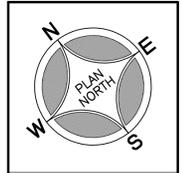
GENERAL PLAN NOTES

- EXISTING FEATURES and SURVEY NOTES:**
- A field metes and bounds survey was performed by Charles E. Shoemaker, Inc. under the supervision of Keith A. Houser, PLS, and plan prepared by Woodrow & Associates, Inc. Survey performed without the benefit of a full Topographic Survey. Bearings shown reflect a rotation of +3 Deg 35 Min 9 Sec from Deed Bearing Basis to match Pennsylvania South Zone 3702 State Plane Coordinate Bearing Basis. Survey prepared during the month of September 2025.
 - Horizontal datum based on NAD 1983, SPC 83 Pennsylvania (South), GEOID model g2003u08 using Topcon Topnet Live Virtual Network System.
 - Vertical datum references provided by the PA Spatial Data Access system (PASDA). PAMAP data is based on PA State Plane (South) NAD83 horizontal, NAVD83 vertical datum. Site Vertical datum using Topcon Topnet Live Virtual Network System.
 - This plan was prepared utilizing the following references:
 - Tax maps and deeds of record as obtained from the Recorder of Deeds online resources.
 - Existing Soils classifications and mapping has been plotted from maps obtained from the USDA Web Soil Survey website (<http://websoilsurvey.sc.egov.usda.gov/>) unless otherwise noted.
 - Aerial imagery used for base plan reference provided by NearMap, Inc.
 - A Plan entitled Grading Permit and Erosion Control Plan prepared by Carta Engineering, dated January 04, 2020, last revised on November 15, 2021.
 - This site is located within Flood Plain Zone "X" (area determined to be outside the 0.2% annual chance floodplain) as illustrated on Community Flood Number 42091-C-0287-G, effective date March 2, 2016 as prepared by the Federal Emergency Management Agency. No computational floodplain study has been performed for this plan.
 - All persons digging on this site shall comply with the requirements of Section 5 of PA Act 287 as amended by PA Act 181. State law requires a three (3) business day notice prior to any digging (does not include state holidays or weekends). Dial 8-1-1 or go to www.paonecall.org.
 - Existing subsurface utility information illustrated on these plans were based upon visual field locations obtained as part of site survey operations. The information provided is representative of subsurface conditions only at locations and depths where such information was expressed. There is no expressed or implied agreement that subsurface utility connections exist between explored locations. Accordingly, utility information shown should not be relied upon for construction purposes. It is incumbent upon the contractor to verify subsurface utilities prior to excavation.
 - Legal right(s)-of-way width are per deed reference, recorded plan, and PennDOT Highway data. Ultimate right(s)-of-way width are derived from Municipal Ordinances.
 - Subject property is zoned A-Residential District as noted on the official Zoning Map.
 - As indicated on the plan prepared by Carta Engineering, the Rain Garden has been designed to account for 6,500 square feet of impervious surface on this Existing Features Plan, the rear covered patio and rear house leaders have been rerouted to a constructed seepage bed approved by Upper Merion Township rerouting approximately 850 Sq. Ft.

GRADING AND DRAINAGE NOTES:

- All contractors working on this project shall comply with the requirements of P.L. 852, No. 287, December 10, 1974, as amended on December 12, 1986 P.L. 1574, No. 172. Contractors must notify PA One Call System, inc. three (3) days prior to the start of any construction. 1-(800)-242-1776.
- Contractors shall not encroach onto adjoining properties unless a temporary grading easement has been obtained from the adjoining owners. All property lines must be adequately marked and any area that proposed grading encroaches within five (5) feet of the property line the contractor shall install temporary Orange Construction Fence to prevent encroachment onto adjoining properties.
- All contractors working on this project shall ensure that all construction performed is in accordance with all applicable OSHA (Occupational Safety and Health Administration) standards and specifications.
- The contractor shall ensure that all necessary permits and approvals have been obtained prior to commencement of any site construction activities.
- Erosion and sedimentation control measures shall be in place and functional prior to any earth disturbance or grading work within the tributary area.
- Burying of trees, tree stumps and construction debris is prohibited. All debris shall be removed and disposed of in strict accordance with all Federal, State and Local Municipality standards and specifications. Tree stumps may be ground or chipped and spread on site.
- All construction requirements, methods, materials and specifications shall be in accordance with all Municipal Authority Standards, Municipality Standards and Penn-DOT Form 408 (Latest Edition). Where in the case of conflict the more stringent requirement shall apply.
- All precast storm sewer structures such as inlets, storm manholes, endwalls, etc. shall conform to the Commonwealth of Pennsylvania Department of Transportation Publication #72 (latest addition). Shop Drawings shall be submitted to the Township Engineers Office for review and approval prior to fabrication.
- All utility installation must be in accordance with the requirements of the Pennsylvania Uniform Construction Code, as adopted by the Municipality.
- All slopes with grades three (3) foot horizontal to one (1) foot vertical (3:1) shall be stabilized with a North American Green of approved equal Erosion Control Blanket installed in strict accordance with manufacturers standards and specifications. See Erosion Control Plans for location and details.
- Any spring encountered during construction of the roadways shall be underdrained to the nearest inlet. Other spring locations found outside the roadway shall be underdrained to the nearest inlet or watercourse.
- The minimum slope in grassed areas shall not be less than 2% and the minimum in paved areas shall not be less than 1%.
- Site grading shall be performed in accordance with these plans. The contractor shall be responsible for removing and replacing all soil, yielding or unsuitable materials and replacing with suitable materials. All excavated or filled areas shall be compacted to 95% of modified proctor maximum density per A.S.T.M. Test D-1557. moisture content at time of placement shall be no more than 2% above nor 3% below optimum, contractor shall submit a compaction report prepared by a qualified soils engineer, registered within the state where it is performed, verifying that all filled areas and subgrade areas within the building pad area and areas to be paved have been compacted in accordance with these plans.
- Any/all storm water conveyance system(s) and detention facilities shown on these plans are a basic and perpetual part of the storm water management system for this Township, and as such, are to be protected, maintained and preserved in accordance with the approved final plans. The Township and/or its agents may reserve the right and privilege to enter upon such lands from time to time for the purpose of inspection of said storm water management system in order to determine that the structural design and integrity are being maintained.
- A minimum of six (6) inches of clean topsoil shall be provided on all lawn and planting areas.
- Subbase material for sidewalks, curbs, or asphalt shall be free of organics and other unsuitable materials. Should subbase be deemed unsuitable, subbase is to be removed and filled with approved fill material compacted to 95% optimum density (as determined by modified proctor method).
- Any damage caused within the right of way or shared access drive as a result of construction shall be repaired at the expense of the Owner.
- These plans are intended for pool and pool surround construction. The proposed garage and covered patio zoning relief for construction within the front yard. Building Permits are also required for any garage construction.

REVISIONS



SEAL



PROJECT SERIAL NUMBER FOR DESIGN

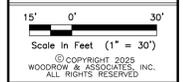
Pennsylvania 811
A History Based and Smart Pennsylvania Corporation

Parcel Information:
N/E: Owner of Record
54-00-03274-00-2
Block 004 Unit 014
D.B.: 6222 Pg: 0870
1530 E. Butler Pike

Deed Area: 114,719.15 Sq. Ft.
Legal RW: n/a
Util. RW: n/a
NET Area: 114,719.15 Sq. Ft.

Applicant:
Mark Thomas Visco, Jr. & Nicole Marie Holden

1530 E. Butler Pike
Ambler, PA 19002

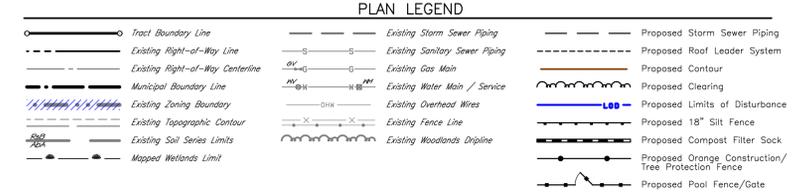


Scale in Feet (1" = 30')

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WOODROW & ASSOCIATES, INC.
MUNICIPAL / CIVIL CONSULTING ENGINEERS
UPPER DUBLIN TOWNSHIP - MONTGOMERY COUNTY - PENNSYLVANIA
1108 North Bethlehem Pike / Suite 5 - Lower Gwynedd - PA 19002
Phone: (215) 242-2048 Web: www.woodrowinc.com

Layer List:
Sh01_ZHB
Job No:
25-0719 D
Plan Date:
SEPT. 17, 2025
Sheet No:

















McGrath, Riley

From: Robert Jordan [REDACTED]
Sent: Monday, November 3, 2025 9:25 AM
To: McGrath, Riley; Mark Visco Jr.
Cc: Dawn Leedom; Gerardi, Jake
Subject: Re: 1530 E. Butler

CAUTION: [This is an External Email. Do not click links or open attachments unless you recognize the sender and know the content is safe]. 🐼 🐼

Riley,

Good morning again and thank you for taking my call. As per our discussion I concur with your assessment. It was a bit confusing as both sections speak of accessory structures.

I will amend the plan accordingly. Please let us know if there is anything else needed.

Thank you!

Robert J. Jordan, VP

Woodrow & Associates, Inc.

Phone: (215) 542-5648 x 205

From: McGrath, Riley <RMcGrath@upperdublin.net>

Sent: Monday, November 3, 2025 8:53 AM

To: Mark Visco Jr [REDACTED]

Subject: RE: 1530 E. Butler

Bob, feel free to give me a call at my office number below. Thanks!

RILEY MCGRATH (she/they)

Zoning Officer & Planning Coordinator

Upper Dublin Township

370 Commerce Drive, Fort Washington, PA 19034

O 215.643.1600 x3213

E rmcgrath@upperdublin.net

W www.upperdublin.net



UPPER DUBLIN
TOWNSHIP
Stranger Together

From: Mark Visco Jr. [REDACTED]
Sent: Monday, November 3, 2025 8:51 AM
To: Robert Jordan [REDACTED]
[REDACTED]
Subject: Re: 1530 E. Butler

CAUTION: [This is an External Email. Do not click links or open attachments unless you recognize the sender and know the content is safe]. 🐼 🐼

Riley,

Good morning. I appreciate your help on catching this. I will defer to Bob to confirm.

[@Robert Jordan](#) - please confirm the variance that we need with Riley. Thank you.

Sincerely,
Mark

On Mon, Nov 3, 2025 at 8:24 AM McGrath, Riley <RMcGrath@upperdublin.net> wrote:

Good morning,

I just wanted to confirm something on your Zoning Hearing Board application. On the form you are requesting a variance from section 255-27.A(5). From my understanding, it seems like the variance is needed to have the garage in the front yard setback, which would be a variance from section [255-29](#). Does this seem correct? I want to make sure that you are asking for the right variances so that you only have to go to one meeting. Let me know, thanks!

RILEY MCGRATH (she/they)
Zoning Officer & Planning Coordinator
Upper Dublin Township
370 Commerce Drive, Fort Washington, PA 19034

O 215.643.1600 x3213
E rmcgrath@upperdublin.net
W www.upperdublin.net

Zoning Hearing Board Agenda Item Report

Meeting Date: November 24, 2025

Agenda Section: #2628 Ambler Borough of 131 Rosemary Avenue, Ambler, PA 19002 for the property at 1116 E. Butler Pike, Amber, PA 19002

Subject:

requests a special exception pursuant to Upper Dublin Township Zoning Code Section 255-39.(A)5(c) to allow a public utility facility to be located in a residential district. The Applicant also requests the following variances in relation to the proposed water treatment facility: a variance from Section 255-49.D.(1)(a) to allow an ultimate right-of-way setback of 68.96 where 75 feet is required, a variance from Section 255-49.D(1)(b). to allow a tract setback of 7.77 feet where 50 feet is required; from Section 255-49.D(2)(a) to allow a front yard setback from each street or common parking area of 19.37 feet where 30 feet is required; from Section 255-49.D(2)(c) to allow a rear yard setback of 7.77 feet where 20 feet is required, and from Section 255-39.A(6). The Property is Zoned MD- Multi Dwelling and Floodplain Conservation District. Potential vote upon Application #2628.

Attachments:

1. [#2628 Application_Redacted.pdf](#)
2. [#2628-Deed.pdf](#)
3. [#2628 - Easement Deeds.pdf](#)
4. [#2628 - Ambler Borough Easements.pdf](#)
- 2.5 [#2628-Receipt.pdf](#)
6. [#2628 Letter and Labels.pdf](#)
7. [#2628-PostedNotice_Nov.pdf](#)
8. [#2628-Plans.pdf](#)
9. [#2628 - Elevations.pdf](#)
10. [#2628 - HOA Approval.pdf](#)
11. [neighbor comment.pdf](#)



Date Received: 10/17/2025
Fee Paid: \$1,500.00
1st Ad 11/9/25
2nd Ad 11/16/25
Date of Hearing: 11/24/25

UPPER DUBLIN TOWNSHIP
ZONING HEARING BOARD
APPLICATION # 2628

RECEIVED
OCT 17 2025

Application is hereby made to the Zoning Hearing Board for a determination in connection with the following facts:
Name of Applicant: Ambler Borough Name of Owner: Butler Park Condo Association
Address: 131 Rosemary Avenue Address:
City, State, Zip: Ambler, PA 19002-4737 City, State, Zip:
Phone #: Phone #:
Email: Email:

Name of Attorney: Joseph Bresnan
Address: 463 Peters Way City: Phoenixville State: PA Zip: 19460
Attorney Phone: Email:

Applicant and Owner request that a determination be made by the Zoning Hearing Board on this Appeal from the Decision of the Community Planner/Zoning Officer in which we were:

- Refused a Building Permit and/or Zoning Permit Ordered to Cease a current use
- Given conditional approval of a subdivision plan
- Other (specify): See below for special exception ordinance requirements

This appeal seeks:

- An interpretation of the ordinance or map
- A Special Exception under Article 255-39, Section A, Subsection 5, Paragraph c
- A Variance related to the Use, Area, Frontage, Yard, Height, Parking,
- Other (specify):

The applicable provisions of the Zoning Ordinance are as follows:

| | | | |
|----------------|-----------|--------------|-------------|
| Chapter 255-49 | Section D | Subsection 1 | Paragraph a |
| Chapter 255-49 | Section D | Subsection 1 | Paragraph b |
| Chapter 255-49 | Section D | Subsection 2 | Paragraph a |
| Chapter 255-49 | Section D | Subsection 2 | Paragraph c |
| 255-39 | A | 6 | |

Deed Book: 4075, Page 388 - Right-of-way and Easement Deed

The description of the property involved in this appeal is as follows:
Street Number: 1116 Street Name: E. Butler Pike Deed Book: 416 Page: 72
Block Number: Unit Number: Parcel Number: 54-00-11754-00-9
Zoning District: MD-Multi-Dwelling Served by Public Sewer (y/n): Yes Served by Public Water (y/n): Yes
Lot Size: 15.48 AC. Lot Dimensions: Inconsistent Shape Street Frontage: 157 FT.

Describe the present use of the property and the existing improvements: The existing use of the property includes existing condos, and a public water supply well building.

Describe the proposed use of the property and the proposed improvements: The proposed use of the property is a new well building to include water treatment systems for PFAS and Manganese with an increased footprint and minor grading adjustments that trigger the need for approval

Has any previous petition been filed with the Zoning Board in connection with these premises? Yes No of special exception.
If Yes, please describe:

Is this property a part of a subdivision heretofore approved by the Township? Yes No
If Yes, give name of subdivision: Date of approval by Township:

I/We believe that the Zoning Board should approve this request because: the PFAS and Manganese Treatment System is an expansion to an existing use, and the improvement upon the existing public utility facility will benefit the community in providing high quality drinking water, and maintaining compliance with PADEP and USEPA regulations. Both the variance and special exception requests satisfy the criteria for approval that are set forth in ordinance section 255-174.

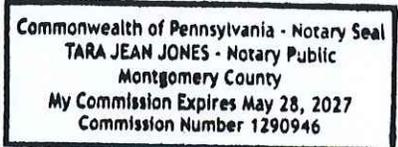
STATE OF PENNSYLVANIA:
SS
COUNTY OF MONTGOMERY:

Kyle DeWeiler BEING DULY SWORN ACCORDING TO LAW, DEPOSE(S) AND SAY(S) THAT THE FACTS SET FORTH IN THE FOREGOING APPLICATION ARE TRUE AND CORRECT.

Sworn and subscribed to

Kyle DeWeiler
Applicant
Applicant

before me, this 16 day
of October, 2025
Tara Jean Jones
Notary Public



Property owner(s) must join in this application.

Sworn and subscribed to

Owner
Owner

before me, this _____ day
of _____, 20_____

Notary Public

This application must be filled out and signed by the owner and, if different, the applicant and filed with the Zoning Officer along with the appropriate fee. If more space is required, attach a separate sheet to this application and reference the question being answered. The application must be accompanied by:

- 1. Three (3) copies of the deed showing current ownership
- 2. Copies of leases or agreements affecting the premises
- 3. Notarized zoning application and corporate sealed for companies
- 4. Eight (8) copies of the plan of real estate affected showing the location and dimension of improvements now erected and proposed, parking spaces, all dimensional requirements of the zoning ordinance, the building envelope, rights of way and easements. The plan must be prepared and sealed by a Registered Land Surveyor unless this requirement is waived by the Community Planner/Zoning Officer.

Deed This Indenture, made

Of W. E. Burt
To Et al.

the 22nd day of December
 in the year of our Lord one
 thousand eight hundred and
 ninety two. (1892).

Between

Rose Valley Cem. Co. William E. Burt of the
 township of Upper Dublin in the county of
 Montgomery and state of Pennsylvania and
 Louisa his wife of the one part grantors and the
 Rose Valley Cemetery Company incorporated by
 the court of common pleas of the county of
 Montgomery and state of Pennsylvania of the
 other part grantee.

Witnesseth, that the gra-
 ntors for and in consideration of the sum
 of one thousand dollars lawful money of the
 United States of America unto them well and
 truly paid by the grantee at or before the sealing
 and delivery hereof the receipt whereof is hereby
 acknowledged. Have granted bargained and sold
 released and confirmed and by these presents do
 grant bargain and sell release and confirm unto
 the grantee its successors and assigns.

That certain messuage and tract or parcel of land
 situate in the township of Upper Dublin in the
 county of Montgomery and state of Pennsylva-
 nia bounded and described by a recent survey
 made the 30th day of November A.D. 1889 by Thomas
 S. Gillen surveyor.

Beginning at an iron pin driven
 in the Lewisville and Prospectville township road a
 corner of this and other land of the said Jane Rodgers
 and in line of land of the Dunkard Meeting house lot
 at the distance of twenty two feet six inches north-
 westerly from the west corner of the Dunkard
 Meeting House sheds. thence by said Meeting house lot
 south twenty six degrees and no minutes east
 thirteen and six hundredths perches to a
 stake a corner of this and said meeting house lot and
 in line of land of Alvin T. Faust. thence by said
 Faust's land south fifty six degrees and fifty five
 minutes west sixteen and sixty five hundredths
 perches to an iron shaft set at a corner of this
 land and said Faust's land thence by said Faust's land
 north thirty four degrees and ten minutes west
 six and eighty eight hundredths perches. thence the
 same course by Mrs Cox's land to an iron pin
 driven in the said township road. five perches and
 two hundredths perches. thence along or near

the middle of said road and by the said Jane S. Rodgers other land the two following courses and distances Viz North forty five degrees and forty five minutes east six and fifty five hundredths the perches to an iron pin North fifty five degrees and fifteen minutes east five and seven hundredths the perches to the place of beginning. Containing one acre and fifty six perches of land or the same more or less. Being the same premises which Jane S. Rodgers by indenture dated the 21st day of December A.D. 1889. and recorded at Morris-town in the office for the recording of deeds &c in and for the said County of Montgomery in deed book No. 342. page 39. &c. granted and conveyed unto the said William E. Tensel in fee. therein mentioned as William Tensel.

Together with all and singular the improvements ways streets alleys passages waters water-courses rights liberties privileges hereditaments and appurtenances whatsoever unto the hereby granted premises belonging or in anywise appertaining and the reversions parts remainders rents issues and profits thereof. and all the estate right title interest property claim and demand whatsoever of them the grantors. as well at law as in equity of in and to the same. To Have and to Hold the said messuage and tract or parcel of land as within described hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances unto the said grantee its successors and assigns to and for the only proper use and behoof of the grantee its successors and assigns forever. And the said William E. Tensel for himself his heirs executors and administrators doth covenant promise and agree to and with the grantee its successors and assigns by these presents that he the said William E. Tensel. and his heirs all and singular the hereditaments and premises hereby granted or mentioned and intended so to be with the appurtenances unto the grantee its successors and assigns against him the said William E. Tensel and his heirs and against all and every person and persons whosesoever lawfully claiming or to claim the same or any part thereof. by force or under him them or any of them. shall and will warrant and forever defend. In Witness whereof the parties have hereunto set their hands & seals. Dated the day & year first above written.

Dealed & Delivered.
 in the presence of us.
 Esther. A. Tensel.
 Louis. S. Whitcomb.

William. E. Tensel.
 Louisa. Tensel.



Received on the day of the date of the above inden-
ture of the above named grantee the sum of
One thousand Dollars being the full considera-
tion money within mentioned.

Witness at signing. }
Louis S. Whitcomb. } William E. Burs.

Penna. }
Montg. Co. } On the 22nd day of December A.D.
1892. before me the subscriber one of the justices of
the Peace in and for said county of Montgomery
residing in Upper Dublin personally appeared
the above named William E. Burs and Louisa
his wife and in due form of law acknowledged the
above indenture to be their and each of their
act and deed and desired the same might be re-
corded as such. And the said Louisa being of
full age and separate and apart from her said
husband. by me thereon privately examined and
the full contents of the above deed being by me
first made known unto her did she thereupon de-
clare and say that she did voluntarily and of
her own free will and accord sign seal and
as her act and deed deliver the above written
indenture deed or conveyance without any coer-
sion or compulsion of her said husband.

Witness my hand and seal the day & year aforesaid.
Louis S. Whitcomb.

Recorded. July. 11. / 96. J. P.

Deed. This Indenture made

Jacob B. Johnson. } the 4th day of April in
} the year of our Lord One
} thousand Eight hundred
} and Eighty three.

To.

Milton B. Johnson. } Between.
} Jacob B. Johnson of
} Douglas Township in the county of Montgom-
} ery and state of Pennsylvania Yeoman and
} Milton B. Johnson of the same place Farmer. of
} the other part.

Witnesseth. that the said Jacob
B. Johnson for and in consideration of the sum
of six thousand four hundred and thirty eight
dollars and seventy five cents lawful money
of the United States of America unto him well
and truly paid by the said Milton B. Johnson at
and before the sealing and delivery of these presents
the receipt whereof is hereby acknowledged hath
granted bargained sold assigned enfeoffed rel-
eased and confirmed and by these presents doth

RECORDER OF DEEDS
MONTGOMERY COUNTY PENNSYLVANIA
Jeanne Sorg

One Montgomery Plaza
Swede and Airy Streets ~ Suite 303
P.O. Box 311 ~ Norristown, PA 19404
Office: (610) 278-3289 ~ Fax (610) 278-3869

I hereby certify that the following is a true and correct
copy of the original document
recorded in Montgomery County, PA



Jeanne Sorg

Jeanne Sorg, Recorder of Deeds



DECLARATION OF CONDOMINIUM

THIS DECLARATION made this 5th day of March, 1986, by Butler Park Associates Limited Partnership, a New Jersey Limited Partnership, for itself, its successors, grantees and assigns other than ultimate unit purchasers (herein collectively called the "Declarant") owner of the real estate herein described makes the following declarations:

Article I Submission of Property

SECTION 1.01 Submission to Condominium Ownership.

Declarant hereby submits the lands hereinafter described in Section 2.01, the buildings and improvements constructed thereon, and all easements, rights and appurtenances belonging thereto (herein called the "Property"), to the provisions of the Pennsylvania Uniform Condominium Act, Act No. 1980-82, (68 Pa. Cons. Stat. §3101 et seq.) (herein called the "Act") which Act is hereby incorporated herein by reference.

4-0050
185-3300
2-30

Article II The Property

SECTION 2.01 The Property. The Property consists of acres, more or less, located at Butler Pike and Meadowbrook Road, Upper Dublin Township, Montgomery County, Pennsylvania and is more fully described in the Exhibit "A" and Exhibit "B" (the Plan) which are attached thereto, incorporated herein and made a part hereof, together with the easements, rights and appurtenances belonging thereto.

MAR 13 1 25 PM '86 004068

Article III The Condominium

SECTION 3.01 Name. The name by which the Property shall hereafter be identified is "Butler Park Condominium" (the "Condominium").

Article IV Definitions

SECTION 4.01 Definitions. The following terms when used herein and in the By-Laws of the Condominium (hereinafter called the "By-Laws") are intended to be consonant with the meanings ascribed to them by this Section 4.01; however, where any term used herein or in the By-Laws is not defined in this Section 4.01, but is defined in the Act, such term shall have the meaning ascribed to it by the Act.

BOOK 479A-1408

(a) "Assessments" shall mean those levies, assessments or sums payable by the Owners in the Condominium from time to time upon notification by the Association, as provided herein; the obligation to pay such Assessments is to be deemed to be a covenant running with the land. Each Assessment shall be separate and payable by the Owner thereof.

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-03206-00-7 U DUBLIN DBK 4781
BUTLER PIKE PG 1191
BUTLER PARK ASSOCIATES
B 021 U 005 # 3205 DATE 3/19/86

MONTGOMERY COUNTY COMMISSIONERS REGISTRY
54-00-11754-00-9 U DUBLIN DBK 4579
MEADOWBROOK AVE PG 0227
BUTLER PARK GENL PTNRSHP
B 022A U 075 2207 DATE 3/19/86



(b) "Association" or "Condominium Association" shall mean an association of all Unit Owners, which shall be the organization by and through which the affairs of the Condominium are administered by its duly elected Executive Board.

(c) "Building" or "Buildings" means the multi-unit building(s) containing One Hundred Thirty-Two (132) Units whether in vertical or horizontal arrangement, as well as other improvements comprising a part of the Property and used, or intended for use, for purposes as are more particularly described in Articles VII and VIII hereof.

(d) "By-Laws" means such governing regulations as are adopted pursuant to the Act and this Declaration for the regulation and management of the Property, including such amendments thereof as may be adopted from time to time.

(e) "Common Elements" means and includes all portions of the Condominium other than the Units and shall include, but not be limited to:

(i) The land on which the Building is located and portions of the Building which are not included in a Unit;

(ii) The foundations, structural and bearing parts, supports, main walls, roofs, exterior entrances and exits of the Building, landscape and planted areas;

(iii) The open space, private road, sidewalks, parking areas, site lighting and walkways on the Property;

(iv) Portions of the land and Building used exclusively for the management, operation and maintenance of the Common Elements including any mechanical and storage areas;

(v) Installation of all central services and utilities, including, but not limited to, water lines, sewer and drain lines, telephone, ventilation and lighting systems, and gas and electric lines;

(vi) All apparatus and installations existing for common use or for service of more than a one single Unit;

(vii) All other elements of the Building(s) necessary or convenient to its existence, management, operation, maintenance and safety or normally in common use; and

(viii) Such facilities or other portions of the Property as are designated on the Plan as Common Elements.

BOOK 4794-1407

| |
|--------------------------|
| MONTGOMERY COUNTY, TEXAS |
| STATE _____ |
| LOCAL _____ |
| PER <i>[Signature]</i> |



(f) "Common Expenses" means and includes:

Expenses for which the Unit Owners are liable as provided herein, including, but not limited to:

(i) Expenses of administration, maintenance, repair and replacement of the Common Elements; and

(ii) Expenses or liabilities agreed upon as common by the Unit Owners; and

(iii) Expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

(iv) Expenses designated as common by provisions of the Act, or by this Declaration by the By-Laws.

(g) "Common Receipts" means and includes the funds collected from Unit Owners as Assessments and receipts designated as common by the provisions of the Act, this Declaration and By-Laws.

(h) "Common Surplus" means and includes the excess of all Assessments over all Common Expenses.

(i) "Declaration" means the instrument by which the owners of the Property submits it to the provisions of the Act and all amendments thereto.

(j) "Executive Board" means a Board of natural individuals of the number stated herein and in the By-Laws, who shall manage the business, operation and affairs of the Condominium on behalf of the Unit Owners and in compliance with and subject to the provisions of the Act.

(k) "Limited Common Elements" means those Common Elements which are designated for the use of that Unit or Units to which such Common Elements are assigned or appurtenant and which are limited and restricted to the sole and exclusive use of the Owner of such Unit or Units. The Limited Common Elements shall include:

First Floor Patios

Second Floor Balconies

Condenser and related equipment for each Unit Air Conditioning System

(l) "Limited Common Element Expense" means any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element.



(m) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Unit or Units which is or a part of the Condominium, but excluding those having such interest merely as security for the performance of an obligation.

(n) "Person" means a natural individual, corporation, partnership, association, trust or other legal entity or any combination thereof.

(o) "Plan" means a survey of the Property and graphic diagram of the Building, Units and Common Elements attached hereto as Exhibit "B", incorporated as if herein fully set forth and prepared in accordance with Section 3210 of the Act, as such Plan may be amended from time to time.

(p) "Property" means and includes the Land, the Building, all improvements thereon, all owned in fee simple and all easements, rights and appurtenances belonging thereto, which have been or are intended to be submitted to the provisions of the Act.

(q) "Recorded" means that an instrument has been duly entered of record in the Office of the Recorder of Deeds in and for Bucks County, Pennsylvania.

(r) "Unit" means a part of the Property designed or intended for any type of independent use, which has a direct exit to a public street or way, or to a Common Element or Common Elements leading to a public street or way, or to an easement or right-of-way leading to a public street or way and includes the proportionate undivided interest in the Common Elements, which is assigned thereto in this Declaration or any amendments thereto.

(s) "Unit Designation" means the number, letter or combination thereof designating a Unit in the Plan.

(t) "Unit Owner" means the person or persons owning a Unit in fee simple.

Article V Plan

SECTION 5.01 Plan. The Plan attached hereto as Exhibit "B" shows fully and accurately the Property, the name of the Property, the location of the Building erected thereon, the floor plans of the Building (showing the location of the Units and Common Elements), the Units, the Unit Designation for each Unit shown thereon, location of the Common Elements and such other information as is required by the Act.



Article VI Applicability

SECTION 6.01 Applicability. This Declaration shall be applicable to the Condominium. All present and future owners and tenants, their guests, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the Common Elements described in this Declaration for the Condominium, shall be subject to this Declaration, the By-Laws and to such rules and regulations as may be issued by the Executive Board of the Association from time to time to govern the conduct of its members and the use and occupancy of the Property. Ownership, rental or occupancy of any of the Units in the Condominium shall be conclusively deemed to mean that said Owner, tenant or occupant has accepted and ratified this Declaration, the By-Laws and the rules and regulations of the Association and will comply with them.

SECTION 6.02 Interpretation of Declaration and By-Laws. In the event of a conflict of interpretation between the provisions set forth in the By-Laws and this Declaration, this Declaration shall govern except to the extent this Declaration is inconsistent with the Act. In the event that the Internal Revenue Code is hereafter amended or changed, both this Declaration and the By-Laws shall be interpreted in such a manner as to conform to the provisions of the Internal Revenue Code with respect to non-profit entities, it being the intention to preserve the lawful status of the Association as a bona-fide non-profit entity.

Article VII Units

SECTION 7.01 Number of Units. The Condominium shall consist of 132 Units as shown on the Plan.

SECTION 7.02 Description of Units.

(a) Each Unit is as shown on the Plan and may not be partitioned or subdivided or in any manner be separated into tracts or parcels different from that shown on the Plan other than per Section 15.02. Each Unit consists of:

(i) The volume or cubicle of space enclosed by and measured horizontally and vertically from the unfinished inner surfaces of the plaster wall or dry wall separating the Unit from (A) the exterior of the Building, (B) any adjoining Unit and (C) any adjoining Common Elements.

(ii) The upper portion, from and including the upper surface of the concrete floor.

(iii) The lower portion, from and including the unfinished interior surface of the plaster or dry wall down, of the ceilings.

BOOK 4794-1410



(iv) All window glass and window frames, including sliding glass doors.

(v) The exterior doors to the individual Units, including hardware, and door jams and frames jams and frames and the Unit's doorbell.

(vi) Each Dwelling Unit shall also include: ovens, ranges, sinks, tubs, showers, cabinets, lavatories, water closets, dishwashers, disposals, lighting fixtures and floor coverings installed on the floor surface of the Dwelling Unit.

Article VIII Common Elements

SECTION 8.01 Definition of Common Elements.

The Common Elements are described in Section 4.01 (f) hereof and are more particularly described in the Plan.

SECTION 8.02 Interest in Common Elements. The percentage undivided interest of each Unit in the Common Elements (the "Common Elements Interest") is set forth in Exhibit "C", which is attached hereto, incorporated herein and made a part hereof. The Common Elements Interest appurtenant to each Unit is computed by the application of factors and percentages as set forth on Exhibit "C".

SECTION 8.03 Common Elements to Remain Undivided. The Common Elements Interest of a Unit shall be inseparable from each Unit, and any conveyance, lease, device or other disposition or mortgage or other encumbrance of any Unit shall extend to and include the Common Elements Interest, whether or not expressly referred to in the instrument effecting the same. The Common Elements Interests and the fee titles to the respective Units conveyed therewith, shall not be separately conveyed, transferred, alienated or encumbered and each of said common interests shall be deemed to be conveyed, transferred, alienated or encumbered with its respective Unit notwithstanding the description in the instrument of conveyance transfer, alienation or encumbrance may refer only to the fee title to the Unit.

SECTION 8.04 Partition or Division of Common Elements. The Common Elements shall remain undivided and no action for partition or division of any part thereof shall be permitted, unless otherwise provided by law.

SECTION 8.05 Amendment of Interest in Common Elements. The Common Elements Interest appurtenant to each Unit shall have a permanent character, shall be inseparable from each Unit and shall not be altered or changed except by the recording of an amendment to this Declaration, with revised Plan, duly executed



by all of the Unit Owners and at least two-thirds of the holders of record of any first mortgage liens thereon.

SECTION 8.06 Use of Common Elements. Except as their use may otherwise be limited by this Declaration or the By-Laws or otherwise by the Executive Board pursuant to its powers, each Unit Owner, tenant and occupant of a Unit, and the family members, guests, customers, clients, agents and employees of such Unit Owner, tenant and occupant, may use the Common Elements in common with all other Unit Owners and tenants or occupants of other Units, and their respective family members, guests, customers, clients, agents and employees, in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners.

SECTION 8.07 Common Expense of Common Elements. No Unit Owner may exempt himself from liability with respect to the payment of Assessments by waiver of the enjoyment of the right to use any of the Common Elements or by abandonment of his Unit or otherwise. The obligation to pay Assessments is absolute and unconditional and shall not be subject to set offs or counter-claims.

SECTION 8.08 Alteration to Common Elements by Unit Owner. No Unit Owner may make any improvements or alterations or do any work which would impair the structural integrity or mechanical systems of the Building or Buildings, lessen the support of any portion of the condominium, or jeopardize any soundness or safety of the Property. No Unit Owner shall impair any easement or hereditament therein without the unanimous consent of the Unit Owners affected thereby. No Unit Owner shall alter any of the Common Elements, change the appearance of the Common Elements or change the exterior appearance of his Unit or any other portion of the Condominium without the prior written approval of the Executive Board.

SECTION 8.09 Limited Common Elements.

(a) The Limited Common Elements are described in Section 4.01 (k) hereof and more particularly described and shown on the Plan.

(b) Each Unit Owner shall have full individual responsibility for the regular and ordinary maintenance of the Limited Common Elements assigned to, appurtenant to or accompanying his Unit. Such regular and ordinary maintenance shall include, but not be limited to, keeping such Limited Common Elements clean and free of debris and in a safe and proper operating condition. The Association shall not be responsible for the security or insurance for items kept by Unit Owners in or on the Limited Common Elements. The Association shall have the right to assess Limited Common Element Expenses in equal shares



against the Units to which the Limited Common Elements were assigned or appurtenant at the time the expense was incurred, provided the Association shall also have the right to assess individual Units for Limited Common Element Expenses associated with less than all of the Units to which Limited Common Elements are assigned.

SECTION 8.10 Obsolescence. In the event that the Executive Board shall determine that any Common Element or any other real or personal property of the Association is obsolete, the Executive Board may call for a vote of the Association membership to determine whether or not the said property should be demolished and/or replaced. In the event eighty (80%) percent of the Association members and the eligible holders of first mortgage liens or the Units to which at least two thirds of the votes in the Condominium Association are allocated, shall determine that the said property should be demolished and/or replaced, the costs thereof shall be assessed against all of the members of the Association according to the members respective Common Element percentage interests.

Article IX The Association

SECTION 9.01 The Association.

(a) The Association is the governing body for all of the Unit Owners and is responsible for the maintenance, repair, replacement, cleaning, sanitation, management, operation and administration of the Common Elements, and the making of any additions or improvements thereto and shall be carried out as provided herein in the By-Laws, but nothing herein contained shall be construed so as to preclude the Association from delegating these duties to a manager or agent or to other persons, firms or other corporations, subject to the authority of the Association. In the event that the Association, having delegated such duties, decides to terminate professional management, such termination shall be subject to the prior approval of 67% of unit owners and written approval of the holders of a majority of the first mortgages on the Units. The Common Expenses incurred or to be incurred for the maintenance, repair, replacement, management, operation and use of the Common Elements and the making of any additions or improvements thereto and the charges for common energy and utility services and gas usage by the Units shall be assessed by the Association against, and collected from, the Unit Owners in accordance with Article XIII hereof and the Act. Common Expenses benefiting fewer than all of the Units may be assessed exclusively against the Units benefited. All Unit Owners upon acceptance of a deed to a Unit shall become members of the Association. No Unit Owner may exempt himself from liability with respect to any common expenses or charges by waiver of the enjoyment of the right to use any of the Common Elements, or by the abandonment of his Unit or otherwise and

BOOK 4794 1413



no action for division or partition of any part of the Common Elements shall be permitted except as provided herein, in the By-Laws or the Act.

SECTION 9.02 Membership in Association.

(a) Except as otherwise provided, membership in the Association shall be limited to the Owners of Units in the Condominium.

(b) Every Unit Owner who shall be a member of the Association shall be entitled to all of the rights and shall be bound by all of the obligations accompanying membership, provided that any Unit Owner who is holding the interest in a Unit merely as a security for the performance of an obligation shall be not be a member.

(c) Each Unit in the Condominium shall have one vote. When more than one person holds an interest in any Unit, all such persons shall be members, and the vote for such Unit shall be exercised as provided in Section 9.03 hereof and in the By-Laws.

(d) A member shall be deemed to be "in good standing" and "entitled to vote" at any annual meeting or at any special meeting of the Association if, and only if, he shall have fully paid all assessments made or levied against him and against his Unit by the Executive Board as hereinafter provided, together with all interest, costs, attorneys' fees, penalties and other expenses, if any, properly chargeable to him and against his Unit, at least ten (10) days prior to the date fixed for such annual or special meeting.

(e) In the event that a member shall lease or permit another to occupy his Unit, the tenant or occupant shall be permitted to enjoy the facilities of the Condominium but shall not vote in the affairs of the Association, except as the member shall permit the tenant or occupant to exercise the proxy vote of the member.

(f) Every lawful transfer of title to the member's Unit shall include membership in the Association and, upon making such transfer, the previous owner's membership shall automatically terminate. Except as otherwise expressly provided, membership in the Association may not be assigned or transferred without the transfer of legal title to a Unit and any attempt at such assignment or transfer thereof shall be void and of no effect.

(g) Membership in the Association shall automatically terminate when such Member sells, transfers or otherwise conveys his Unit.



SECTION 9.03 Certificate of Voting. If a Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Unit is owned by a corporation the officer or employee thereof, entitled to cast the votes of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the president, and filed with the Secretary of the Association. The person designated in these certificates, who is entitled to cast votes for a Unit shall be known as the "Voting Member". If such a certificate is not on file with the Secretary of the Association for a Unit owned by a corporation, the votes of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast votes for the unit except if such Unit is owned by a husband and wife. Such certificate shall be valid until revoked in writing by any owner of the Unit, or until superceded by a subsequent certificate, or until a change in the ownership of the Unit concerned. If a Unit is owned by more than one person, the following three provisions are applicable to voting by such Unit:

(a) The owners may, but they shall not be required to, designate a Voting Member.

(b) If more than one Owner of a Unit is present at a meeting and they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(c) Where they do not designate a Voting Member and only one is present at a meeting, the person present may cast the vote for the Unit, without establishing the concurrence of the absent person, just as though he or she owned the Unit.

SECTION 9.04 Executive Board.

(a) Subject to the provisions of the Act, this Declaration or the By-Laws, the Executive Board shall have the power to act on behalf of the Association. The initial Executive Board shall consist of three (3) members. The members of the initial Executive Board shall be appointed, removed and replaced from time to time by the Declarant without the necessity of obtaining resignations. The Declarant-appointed members of the Executive Board shall be supplemented and replaced with Unit Owners, other than the Declarant, in accordance with the provisions of paragraph (b) of this Section 9.04.

(b) The transition from Declarant-appointed members of the Executive Board to Unit Owners other than the Declarant shall occur as follows:

BOOK 4794-1415



(i) No later than sixty (60) days after twenty-five (25%) percent of the Units, or 33 Units, are conveyed to Owners other than the Declarant, the Owners other than the Declarant shall elect two (2) Unit Owners, other than the Declarant at a meeting to be designated as the first annual meeting. The two elected Unit Owners shall supplement the three (3) members of the Executive Board appointed by the Declarant creating an Executive Board consisting of five (5) members. The Unit Owner receiving the highest number of votes shall serve a term of two years and the other elected Unit Owner shall serve a one year term until the next annual meeting.

(ii) No later than the earlier of (i) one hundred eighty (180) days after the conveyance of seventy-five (75%) percent of the Units, or 99 Units, to Owners other than the Declarant or (ii) five (5) years following conveyance of the first Unit to an Owner other than the Declarant, the Owners other than the Declarant shall elect two Owners other than the Declarant to the Executive Board to replace two of the remaining Declarant-appointed members.

(iii) No later than one hundred eighty (180) days after the conveyance of the last unit in the Condominium to an Owner other than the Declarant, the Owners other than the Declarant shall elect one Owner other than the Declarant to replace the last remaining Declarant-appointed member. The Unit Owners on this Executive Board shall serve until the first regular election of the Executive Board held after the replacement of the last Declarant-appointed member.

SECTION 9.05 Budgets and Capital Expenditures. By an affirmative vote of the Unit Owners entitled to vote having at least seventy-five (75%) percent of the votes in the Condominium, the Unit Owners may reject any budget or capital expenditure approved by the Executive Board within thirty (30) days after the approval. In the event the newly adopted budget is rejected, the existing budget will be extended until another is adopted by the Executive Board.

SECTION 9.06 Initial Contribution. The Declarant shall collect for the Association two hundred fifty dollars (\$250.00) from each initial purchaser of a Unit. This initial non-refundable contribution may be used by the Executive Board at its discretion each year as revenue, revenue as capital fund supplements, working capital, or otherwise.

Article X Insurance

SECTION 10.01 Liability. The Executive Board shall obtain comprehensive public liability and property damage insurance covering liability for loss or damage to persons or property in such amounts, against such risks and in such insurance companies



as the Executive Board shall from time to time determine, but in no event less than One Million (\$1,000,000) Dollars for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such insurance shall include protection against such risks as are customarily covered in similar projects. All liability insurance contracts shall contain severability of interest provisions and cross liability endorsements to cover liabilities of the Association or the Unit Owners as a group to a Unit Owner.

SECTION 10.02 Property. The Executive Board shall maintain or cause to be maintained, 'all-risk' hazard insurance coverage covering damage to property, insuring all of the Common Elements, including fixtures and equipment therein and thereof, and including all personal property owned by the Association, and insuring the Units, exclusive of improvements and betterments installed in the units by Unit owners and exclusive of personal property owned by the Unit Owners (except for such fixtures, equipment or other property within the Units which are financed by a first mortgage lien to be purchased by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation which shall be covered in such insurance coverage), in and for the interest of the Association or the Executive Board, all Unit Owners and their mortgagees, as their interests may appear, in a company or companies acceptable to the standards set by the Executive Board in an amount as determined annually by the Executive Board, with an 'agreed amount endorsement' or its equivalent, and in a total amount, after application of any deductibles, which shall not be less than 90% of the actual replacement cost of the insured property exclusive of land, excavations, foundations, and other items normally excluded from property policies.

SECTION 10.03 General Insurance Provisions. All policies shall be purchased by the Association for the benefit of the Association, Executive Board, all Unit Owners, and their mortgagees, as their interests may appear; however, the Association shall be the named insured and it shall not be necessary to name the Executive Board or the Unit Owners -- however, mortgagee endorsements may be issued upon request. The Association shall obtain the appropriate insurance coverage as is required under the guidelines and regulations promulgated by the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or their successors. The company or companies with whom the Executive Board shall place its insurance coverage, as provided in this Declaration, must be qualified and reputable companies, authorized to do business in the Commonwealth of Pennsylvania. Premiums for such coverage and other expenses related to insurance shall be paid by the Executive Board and charged as a Common Expense. All policies shall provide that they may not be cancelled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each first



mortgagee listed in the insurance policies. In addition, policies shall provide for the following: recognition of any Insurance Trust Agreement; a waiver of the right of subrogation against Unit Owners individually; the insurance is not prejudiced by any act or neglect of individual Unit Owners which is not in the control of such Owners collectively; and the policy is primary in the event the Unit Owner has other insurance covering the same loss (all of which are generally provided by insurer in the form of a "Special Condominium Endorsement" or its equivalent). Policies shall be deposited with the Executive Board. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Association and in the event of substantial damage to or destruction of a Unit, timely written notice shall be given to the eligible mortgage holder for that Unit of any such damage or destruction. The duty of the Executive Board, or any Insurance Trustee, shall be to receive such proceeds as are paid and hold the same for the purposes elsewhere stated herein, and for the benefit of the Association the Unit Owners and their respective mortgagees as their interests may appear.

SECTION 10.04 Distribution of Proceeds. Proceeds of insurance policies received by the Association, the Executive Board or an Insurance Trustee shall be distributed to or for the benefit of the Unit Owners and expended or disbursed after first paying or making provisions for the payment of the expenses of the Executive Board in relation thereto in the following manner:

(a) **Repair and Restoration.** Subject to subparagraph (b) below, the damage for which the proceeds were received is to be repaired and restored, the proceeds shall be paid to defray the cost thereof, as elsewhere herein provided. Any proceeds remaining after defraying such costs shall be distributed to the Unit Owners, all remittances to Unit Owners being payable jointly to them and their respective mortgagees as their interests may appear. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by said mortgagee.

(b) **Failure to Repair and Replace.** If it is determined in the manner elsewhere herein provided that the damage for which the proceeds were received shall not be repaired and restored, the proceeds shall be disbursed to the Unit Owners; remittance to Unit Owners being payable jointly to them and their respective mortgagees as their interests appear. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by said mortgagee. In the event of the loss or damage to any personal property belonging to the Association, and should the Executive Board determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the Unit Owners as surplus, in the manner elsewhere stated herein.



SECTION 10.05 Damage or Destruction, Repair or Replacement.
Where a loss or damage occurs to any portion of the Condominium, it shall be obligatory upon the Executive Board on behalf of the Association and the Unit Owners to repair and restore the damage caused by the loss unless the Condominium is terminated; repair or replacement would be illegal under any state or local health or safety statute or ordinance; or eighty (80%) percent of the Unit Owners, including every Owner of a Unit or assigned Limited Common Elements which will not be built, and their eligible mortgagees, vote not to rebuild. In the event of such loss or damage:

(a) The Executive Board shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration and shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(b) If the net proceeds of the insurance are insufficient to pay for the estimated cost of repair and restoration (or for the actual cost thereof if the work has actually been done), the Executive Board shall promptly, upon determination of the deficiency, levy a special assessment against all Unit Owners in proportion to the Unit Owners' share in the Common Elements, for that portion of the deficiency as is attributable to the cost of repair and restoration of the Common Elements. The special assessment funds shall be added by the Executive Board to the insurance proceeds available for such repair and restoration. In the event sufficient funds for repair and restoration are not raised, the provisions of Section 10.06 shall apply.

(c) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient, but additional funds are raised by special assessment, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan.

SECTION 10.06 Damage or Destruction; No Repair or Replacement.

(a) If the entire Condominium is not repaired or replaced:

(i) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium as determined by the Executive Board;

(ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners and mortgagees or those Units as their interests appear and the Owners and mortgagees of the



Units to which those Limited Common Elements were assigned or allocated; and

(iii) the remainder of the proceeds shall be distributed to the Unit Owners in proportion to their respective Common Element Interests.

(b) If the Unit Owners and their mortgagees vote not to rebuild any Unit, that Unit's entire Common Element Interests, vote in the Association and Common Expense Liability shall be reallocated as if the Unit had been condemned as provided in the Act (Section 3107(a)) and the Association shall prepare, execute and record an amendment to this Declaration and the Plan reflecting the reallocations.

SECTION 10.07 Association's Power to Compromise Claim. The Executive Board is hereby irrevocably appointed agent for each Unit Owner and mortgagee for the purpose of comprising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

SECTION 10.08 Other Insurance. The Executive Board shall also obtain the following insurance, coverages and endorsements, all premiums for which are to be charged as Common Expenses:

(a) Workmen's Compensation Policy to meet the requirements of law.

(b) Directors' and Officers' Liability and such other insurance as the Executive Board shall deem necessary to satisfy the indemnification obligations of the Association as provided in Article XVII of this Declaration.

(c) Such other insurance as Executive Board shall determine from time to time to be necessary or desirable.

(d) If available, and where applicable, the Executive Board shall endeavor to obtain policies which provide that the insurer waives its right of subrogation as to any claims against Unit Owners, the Association, the Executive Board and their respective servants, agents and guests.

SECTION 10.09 Master Policy. In the event that Executive Board shall make the determination that it would be advantageous to the Condominium and to the Unit Owners thereof in providing the insurance coverage hereinabove required and authorized in this Article X, to obtain such coverage in a single or several policies (hereinafter called "Master Policy") which would insure both the interest of the Unit Owners and the Association in the Common Elements as well as the interest of the Unit Owners in each of their respective Units, then the Executive Board

BOOK 4794-1420



is hereby authorized and empowered to secure and obtain such insurance coverage in a Master Policy and further, to adopt such regulations as the Executive Board may deem fair, reasonable and appropriate for the assessment of the premium cost of such Master Policy, and also, in the event of the receipt of any insurance proceeds resulting from a loss covered by such insurance, the provisions contained in this Article X shall apply.

SECTION 10.10 Limitation of Liability. Notwithstanding the duty of Executive Board to maintain and repair parts of the Condominium Property, Executive Board shall not be liable for injury or damage caused by the failure of the Executive Board to maintain or repair the same, except to the extent of the proceeds of insurance carried by the Executive Board and collected and received therefor.

SECTION 10.11 Use and Insurance Premiums.

(a) To the extent that the use or occupancy of a Unit or the Common Elements by a Unit Owner or the occupant of any Unit as otherwise permitted hereunder, the Association shall have the right to charge the Owner of the Unit for any increase in insurance premiums occasioned thereby.

(b) No unit shall be used, occupied or kept in a manner which will in any way increase fire, liability or other insurance premiums payable by the Association, without the prior written permission of the Executive Board, which permission shall be conditioned upon the Owner of such Unit being required to bear the full amount of such increase. No Unit or any part of the Common Elements shall be used, occupied or kept in any manner which would violate any law, statute, ordinance or regulation of any governmental body or which would lead to the cancellation of any insurance policy or policies on the Property.

Article XI Easements

SECTION 11.01 Utilities, Pipes and Conduits. Each unit Owner shall have an easement in common with all other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving that Unit and located in any other Units. Each Unit shall be subject to an easement in favor of all other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit.

SECTION 11.02 Structural Support. Each Unit shall have an easement to the extent necessary for structural support over every other unit and over the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit.

BYK 4734-1421



SECTION 11.03 Ingress, Egress and Regress. Each Unit Owner shall have an easement in common with all other Unit Owners to use the roads and parking areas as a means of ingress, egress and regress to and from the Property and the adjoining public streets.

SECTION 11.04 Parking. Each Unit Owner shall have an easement with all other Unit Owners to use any outside parking areas located on the Property for purposes of vehicular parking. The Association shall have the right to assign outside parking spaces to specific Units. The Association shall also have the right to allocate any outside parking spaces to specific Units. The Association shall also have the right to allocate any outside parking spaces as Limited Common Elements in accordance with Section 8.09 hereof and Section 3209 of the Act.

SECTION 11.05 Association and Executive Board Access. The Association and its Executive Board, officers, agents and employees, shall have the irrevocable right and easement to have access to each Unit as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements and Limited Common Elements therein or accessible therefrom or the making of any addition or improvements thereto; or to make repairs to any Unit, the Common Elements or the Limited Common Elements if such repairs are reasonably necessary for public safety or to prevent damage to any other Unit or Units, the Common Elements or the Limited Common Elements; or to abate any violation of law, orders, rules or regulations of the Association or of any governmental authorities having jurisdiction thereof. The Association and its Executive Board shall have the right to grant permits, licenses and easements over and through the Common Elements for utilities, roads, and other purposes reasonably necessary for useful for the proper maintenance and operation of the Condominium.

SECTION 11.06 Declarant's Easement for Marketing. The Declarant reserves the right with respect to its marketing of Units to use the Common Elements and Limited Commons Elements for the ingress and egress of itself and for prospective purchasers of Units. Included is the right of such prospective purchasers to park in parking spaces and for the Declarant to designate an area for parking. Any damages to the Common Elements or Limited Common Elements resulting from this easement shall be repaired by the Declarant within a reasonable time after the completion of its sale of the Units or termination of such use of the Common Elements or Limited Common Elements, whichever shall first occur. The Declarant agrees to indemnify and to hold the Association harmless from all liabilities resulting from the use of the Common Elements or Limited Common Elements in conjunction with the marketing of Units. The Declarant shall have the right to maintain sales offices and model units. The rights reserved for the Declarant by this Section 11.06 shall



remain in effect for as long as the Declarant shall remain a Unit Owner in the Condominium. This section shall not be amended without the written consent of the Declarant.

SECTION 11.07 Declarant's Easement for Construction.
The Declarant reserves the right and privilege without let or hinderance with respect to the construction of the Units and Common Elements of the Condominium, to go upon any and all of the Property for purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements. The Declarant agrees to indemnify and hold the Association harmless from liabilities resulting from the exercise of this easement. This easement shall be appurtenant and shall pass with title to every Unit. The rights hereby reserved for the Declarant shall last as long as Declarant is a Unit Owner in the Condominium. This section shall not be amended without the written consent of the Declarant.

SECTION 11.08 Encroachments. If any portion of the Common Elements or Limited Common Elements hereafter encroaches upon any Unit, or if any Unit hereafter encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, as a result of settling or shifting of any building or buildings in which they are located or otherwise than as a result of the purposeful or negligent act or omission of the owner of the encroaching Unit, or of the Association in the case of encroachments by the Common Elements or Limited Common Elements, a valid easement appurtenant to the encroaching Units, Common Elements or Limited Common Elements for the encroachments and for the maintenance of the same shall exist for so long as the encroachment shall exist. In the event that any building or buildings shall be partially destroyed as a result of fire or other casualty or as a result of a taking by the power of or in the nature of eminent domain or by an action or deed in lieu of condemnation, and then is rebuilt, encroachments or a portion or portions of the Common Elements or Limited Common Elements upon any Unit or of any Unit upon any other Unit or upon any portion of the Common Elements or Limited Common Elements, due to such rebuilding, shall be permitted, and valid easements appurtenant to the encroaching Units, Common Elements or Limited Common Elements for such encroachments and the maintenance thereof shall exist so long as that building as so rebuilt shall stand.

SECTION 11.09 Continuing Easements. The foregoing easements in Sections 11.01, 11.02, 11.03, 11.04, 11.05 and 11.08 shall run with the land and inure to the benefit of and be binding upon the Association, each Unit Owner, and each mortgagee, lessee, occupant or other person having any interest in any Unit in the Common Elements or in the Limited Common Elements at the time of reference.



SECTION 11.10 Recorded Easements and Licenses. Attached to and made a part of this Declaration as Exhibit "D" is a list of the recording data for recorded easements and licenses appurtenant to or included in the Condominium or to which any portion of the Condominium is or may become subject.

Article XII Assessment of Taxes

SECTION 12.01 Assessment of Taxes. Each Unit and its proportionate undivided interest in the Common Elements as determined by this Declaration and any amendments hereto shall be assessed and taxed as a separate parcel of real estate entirely independent of the Building or Property of which the Unit is a part, and each Unit Owner is charged with the payment of all such taxes, municipal claims and liens assessed, liened or filed against his Unit. In the event that for any year such taxes are not separately taxed to each Unit, but are taxed on the Property as a whole, then each Unit Owner shall pay a proportionate share thereof in accordance with such Unit's respective percentage of ownership interest in the Common Elements. The Executive Board shall determine the amount due and notify each Unit Owner as to the proportionate share thereof due for each Unit.

Article XIII Assessments-Obligations of Members

SECTION 13.01 Members' Assessment Obligation. Each Owner of any Unit, by acceptance of the deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association all Common Expense Assessments including, but not limited to: (a) regular assessments to be due and payable on a monthly basis based upon the budget of the Association; (b) special assessments, to be fixed, established and collected from time to time as hereinafter provided; (c) utility charges at Board determined rates and (d) any other charges or assessments from what may from time to time be determined by the Association to be common expenses. The Declarant shall not be liable for any assessments for any Units until the Association make its first assessment. The Association shall make its first assessment upon the conveyance by the Declarant of a Unit to an Owner other than the Declarant at which point each Unit within the Condominium shall be charged. The regular and special assessments, together with such interest thereon, fines, late charge and cost of collection thereof, as hereinafter provided, and pursuant to the Act, shall be a charge on the land and shall be a continuing lien upon the property against which each such Assessment is made from the time the Assessment, fines, late charge or cost of collection become due. Each such Assessment, together with such interest thereon, fines, late charges and cost of collection thereof as hereinafter provided and pursuant to the Act, shall also be the personal obligation of the Owner who was the owner of such property at the time when the assessments become due. The Association shall



have the right to assess charges against any one or more Units to provide services which are exclusively for such Units including, but not limited to, the improvement and maintenance of Common Elements used principally by or benefitting the Owners of such Units. The association may levy a Rules Violation Assessment, not to exceed \$10 per day, against any owner who demonstrates a chronic or deliberate disregard for any of the Rules, Regulations, Restrictions, or Covenants adopted by the Executive Board.

SECTION 13.02 Owners' Negligence. Each Owner shall be obligated to reimburse the Association for any expenses incurred by it in repairing or replacing any part or parts of the Common Elements or Limited Common Elements damaged by his act, omission or negligence or by the act, omission or negligence of his tenants, agents, guests or licensees, promptly upon receipt of the Association's statement therefor.

SECTION 13.03 Common Expense Percentage. Each Unit in the Condominium shall be assigned a figure or percentage (the "Common Expense Percentage") which shall represent such unit's proportionate share of the Common Expenses of the Association. Such Common Expense Percentages, set forth as to each Unit in the Condominium on Exhibit "C" attached hereto and incorporated herein are established based upon the same formula as is described in Section 8.02 hereof.

SECTION 13.04 Amount of Common Expense Assessment. Each Owner is bound to contribute to the Common Expenses of the Association providing for the administration and of maintenance, replacement and repair of the Common Elements and Limited Common Elements of the Condominium, the administration and maintenance of the Association and all of its real and personal property, in such amount as shall be determined by multiplying the Common Expense Percentage of the Unit by the total Common Expense for the Condominium computed on a monthly basis based upon the budget prepared by the Executive Board. Limited Common Elements Expenses shall be assessed in accordance with Section 8.09 of this Declaration. No owner may exempt himself from contributing toward such expenses by waiver of the use or enjoyment of the Common Elements or Limited Common Elements or by abandonment of the Unit owned by him or by set off or counterclaim.

SECTION 13.05 Surplus Funds. Any Common Surplus of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves may be used by the Association and, to the extent not used, credited to the Unit Owners to reduce their future Assessments.

SECTION 13.06 Time of Payment. Except as otherwise provided in this Declaration, payment by the Owner of his share of the expenses aforesaid shall be made at the discretion of the Executive Board, provided that all regular and special assessments shall



be declared by the Executive Board and made due and payable on a monthly basis. The failure of the Executive Board to formally declare any regular monthly assessment shall result in the regular monthly assessment for the immediately preceding month being the regular monthly assessment applicable to and due and payable for the next month. In the event Assessments are not paid as required, the Executive Board may assess fines, late charges and the costs of collection (including attorney's fees) and shall charge interest on any unpaid assessment at the rate of fifteen (15%) percent per annum.

SECTION 13.07 Lien of Maintenance Charge. All Assessments and charges chargeable to any Unit including all fines, fees, charges, late charges, interest and costs of collection thereof, shall constitute a lien against said Unit in favor of the Association provided that all fines, fees, charges, late charges, interest and costs of collection thereof shall be subordinate to the lien of any first mortgage on a Unit. Such lien shall be effective from and after the time the Assessment or charge becomes due. Upon full payment of all sums secured by the lien and a preparation fee, the party making payment shall be entitled to a recordable satisfaction of lien to be recorded at his sole expense. Such lien of the Association shall have the priority accorded Association liens by Section 3315 of the Act.

SECTION 13.08 Effect of Non-Payment of Assessment. The Association may assess late fee charges against any Unit owner with a delinquent balance as determined by the Executive Board. The Association shall have the right to accelerate payment of all remaining proposed regular monthly payments of any regular assessments for the fiscal year or of any special assessments. The Association may bring an action at law or in equity against the Unit Owner personally obligated to pay the same, or foreclose the lien described in Section 13.07 against the property or both, or it may seek and obtain any other remedy provided at law or in equity. In addition to such other remedies available to the Association in the event of non-payment of Assessments, the Association shall have the right to revoke the rights of the Owner in the Association, including the right to vote, provided the Association shall provide written notice of such revocation and an opportunity for the defaulting Unit Owner to be heard before the Executive Board. The decision of the Executive Board shall be final.

SECTION 13.09 Method of Enforcing Collection of Assessments. Any Assessment charged against a Unit may be enforced by a lawsuit brought by the Executive Board on behalf of the Association or of the Members in an action at law or equity. Any judgment against a Unit and its owner shall be enforceable in the same manner as is otherwise provided by law. Reasonable attorney's fees and court costs incurred by the Executive Board incident to the collection of any Assessments or the enforcement of any



lien, together with all sums advanced and paid by the Executive Board for taxes and payments on account of superior liens which may be required to be advances by the Executive Board in order to protect its lien, shall be payable by the Owner and secured by such lien.

SECTION 13.10 Unpaid Assessments at the Time of Execution Sale Against a Unit. In the event that title to a Unit is transferred by Sheriff's Sale pursuant to execution upon any lien against the Unit, the Executive Board may give notice in writing to the Sheriff of any unpaid assessments which are a charge against the Unit, but have not been reduced to a lien, and the Sheriff shall pay the assessments of which he has such notice out of the proceeds of the sale which remain in his hands for distribution after payment of all other claims which he is required by law to pay (including any claims of the Association given priority by the Act), but prior to any distribution of the balance to the former owner against whom the execution issued. The Purchaser at such Sheriff's Sale and the Unit involved, shall not be liable for unpaid Assessments which become due prior to the Sheriff's sale of the Unit. Any such unpaid Assessments which cannot be promptly collected from the former owner may be reassessed by the Executive Board as a Common Expense to be collected from all the owners, including the Purchaser or acquirer of title at the Sheriff's sale, his successors and assigns. To protect its right to collect unpaid Assessment which are a charge against a Unit, the Executive Board may, on behalf of the Members, purchase the Unit at Sheriff's sale provided such action is authorized by the affirmative vote of the majority of the Executive Board. The Executive Board shall thereafter have the power to sell, convey, mortgage or lease such Unit, to any person whatsoever.

SECTION 13.11 Voluntary Sale of a Unit. Upon the voluntary sale or conveyance of a Unit, or any other transfer, the Unit, by operation of law or otherwise, except a transfer described in Sections 13.10 or 13.12, and a transfer by Deed in lieu of foreclosure to a holder of a mortgage, the grantee shall be jointly or severally liable with the grantor for all unpaid assessments for common expenses which are charges against the Unit as of the date of the sale, conveyance or transfer, but such joint and several liability shall be without prejudice to the right of the grantee to recover from the grantor, in the amount of any such unpaid Assessments which the grantee may pay, and until any such Assessments are paid, they shall continue to be a charge against the Unit, which may be enforced in the manner set forth in Section 13.09; provided, however, any person who shall have entered into a written agreement to purchase a Unit shall be entitled to obtain a written statement from the Treasurer setting forth the amount of unpaid Assessments charged against the Unit and its owner, and if such statement does not reveal the full amount of the unpaid Assessments as

BOOK 4734-1427



of the date it is rendered, neither the Purchaser nor the Unit after transfer thereof, shall be liable for the payment of the amount in excess of the unpaid Assessments shown on such statement.

SECTION 13.12 Mortgage Foreclosure. If a mortgagee of a "first" mortgage of record or other purchaser of a Unit acquires title to such Unit as a result of foreclosure of the first mortgage, or by deed in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or other charges by the Association pertaining to such Unit or chargeable to the former Unit Owner which accrue prior to acquisition of title as a result of the foreclosure. Such unpaid share of the charges shall be deemed to be Common Expenses collectible from all of the remaining Owners, including such acquirer, his successors and assigns.

Article XIV Sale or Leasing of Units

SECTION 14.01 Prior Consent.

(a) Any Unit Owner may, at any time, transfer all of his ownership in the Unit (which must include his undivided interest in the Common Elements) to any other person, and it shall not be necessary to secure the prior consent of the Association, the Executive Board or of any other Unit Owner.

(b) Any Unit Owner may lease his Unit or Units without prior approval of the Association, Executive Board, or any other Unit Owner provided that he submits a copy of the executed Lease Agreement to the Association within ten days of the effective date of the lease and that the Lease Agreement satisfies all requirements of Section 14.03 of this Declaration.

SECTION 14.02 Prior Notice of Sale. At least twenty-five days before conveyance or transfer of his ownership, the Unit Owner must provide the Executive Board with written notice of the scheduled conveyance date, new owners names and current address, and request for certificate as described in Section 3407 of the Act. This notice is also necessary to meet Section 13.14 of this Declaration.

SECTION 14.03 Leasing Provisions.

(a) Declarant reserves the right to lease any and all of the Units subject to this Declaration.

(b) No Unit Owner shall be permitted to lease his Unit unless such Unit Owner has complied with the relevant provisions of this Declaration, the By-Laws and any applicable rules and regulations.



(c) All leases must be in writing and contain all these provisions:

(1) The term shall not be less than one year.

(2) Occupancy shall conform to Township requirements.

(3) The lessee shall be subject in all respects to the provisions of this Declaration, the By-Laws and the rules and regulations of the Condominium.

(4) The leasing of a Unit shall not affect the liability of the Unit Owner with respect to his obligations under this Declaration, the By-Laws and any rules and regulations.

(5) In the event the Unit Owner shall fail to pay any charge or Assessment levied by the Executive Board against a leased unit, failure to pay continues for sixty (60) days, the Executive Board shall so notify the lessee of such unit in writing of the amount(s) of such unpaid charges or Assessments. The amounts of such unpaid charges or Assessments paid to the Executive Board by lessee after the nonpayment by the Unit Owner shall be credited against and shall offset the next monthly rental installment due to the Unit Owner following the payment by the lessee of such charges or Assessments to the Executive Board.

(d) The Executive Board may prepare a Lease Addendum containing provisions outlined in 14.03 above and require its inclusion with each lease used by a Unit Owner or Declarant.

Article XV Use Restrictions

SECTION 15.01 Use Restrictions.

(a) Each Dwelling Unit shall:

(i) be used for residential purposes only, except as hereinafter set forth,

(ii) be occupied by no more persons (including children) than the maximum permitted by law for such dwelling units, and

(iii) not be partitioned or subdivided without the prior approval of all of the Unit Owners and at least two-thirds of the holders of record at any first mortgage liens.

(b) No Unit shall be used so as to create a nuisance or an unreasonable interference with the peaceful possession



and occupation or proper use of any other Unit or the Common Elements.

(c) Nothing shall be built, caused to be built or done in or to any Dwelling Unit which will alter or cause any alteration to the Common Elements of the Condominium without the prior approval of the Association.

(d) Each Unit shall be maintained by its owner and occupant in a safe, clean and sanitary manner and condition, in good order and repair in accordance with all applicable restrictions, conditions, ordinances, codes and any rules or regulations as may be applicable hereunder or under law.

(e) No owner or occupant of any Unit shall carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment and proper use of another Unit or the Common Elements by the owner or occupant of any other Unit, or which creates or results in a hazard or nuisance on the Property.

(f) Except for a single full unit number sign on the door to his Dwelling Unit, no sign may be created on or in a Dwelling Unit or any Limited Common Element assigned or appurtenant thereto which is visible from outside the Dwelling Unit or in the Common Elements, without the prior written approval of the Executive Board.

(g) No Unit Owner or occupant may obstruct the Common Elements in any way. No Unit Owner may store anything in or on the Common Elements without the prior written consent of the Executive Board.

(h) The only permitted use of a Dwelling Unit is as a residence, and for accessory uses customarily incidental if permitted by the current zoning and other applicable laws and ordinances of governmental authorities as well as any rules or regulations adopted by the Condominium Association.

(i) Small household pets shall be permitted according to regulations adopted by the Executive Board. No pet shall be permitted to run loose or uncontrolled in or on the Common Elements. Permitted pet owners shall immediately clean up any waste left by pets on the Common Elements. The leashing of pets to trees, bushes, benches or other items outside of a Unit is prohibited.

(j) No window, wall or other type of air-conditioning system is permitted for Units except as approved by Executive Board or Declarant.



(k) No Unit Owner shall overload the electrical wiring or plumbing in the Building nor operate any machines, appliances, equipment, or accessories which might threaten same.

Article XVI Compliance and Default

SECTION 16.01 Compliance and Default.

(a) Each Unit Owner shall be governed by and shall comply strictly with the terms, covenants, conditions, and restrictions adopted pursuant thereto, and the same as they may be amended from time to time.

(b) The Executive Board shall have the power to adopt, amend and enforce compliance with such reasonable rules and regulations relative to the operation, use and occupancy of the Units and the Common Elements consistent with the provisions of this Declaration and the Act, including, but not limited to such enforcement procedures and penalties for violations as the Executive Board shall deem appropriate. Any such rules and regulations shall be adopted or amended, from time to time, by means of appropriate resolutions duly approved by the Executive Board in accordance with the By-Laws. A copy of such rules and regulations and copies of any amendments thereto shall be delivered or mailed to each Owner or occupant of a Unit promptly after the adoption thereof and shall become binding upon all Owners, their successors in title and assigns, and occupants.

(c) Failure of the Unit Owner to comply therewith shall entitle the Association or Unit Owners to the remedies provided in this Declaration and the Act, and also to the following relief, none of which remedies shall be exclusive of any other remedies:

(i) Suits: Failure to comply with the terms of this Declaration, By-Laws and the rules and regulations adopted pursuant thereto, and the same as they may be amended from time to time, shall entitle the Association or any aggrieved Unit Owner to sue for the recovery of damages or for injunctive relief, or both. Such relief shall not be exclusive of other remedies provided by law.

(ii) Costs and Attorney's Fees: In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, By-Laws and rules and regulations adopted pursuant thereto, and the same as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees; provided, however, that no attorney's fees may be recovered against the Executive Board in any such action unless the court shall first expressly find that the Executive Board acted in bad faith.



(iii) No Waiver of Rights: The failure of the Declarant, or the Executive Board, or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, By-Laws or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

Article XVII Indemnification of Officers, Executive Board and Committee Members

The Association shall indemnify every Executive Board member, officer and committee member, his heirs, executors and administrators, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been an Executive Board member, officer or committee member of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matter covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Executive Board member, officer or committee member in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Executive Board member, officer or committee member may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated by the Association as common expenses; provided, however, that nothing in this Article contained shall be deemed to obligate the Association to indemnify any Member, who is or has been an Executive Board member, officer of a committee member of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of his membership in the Association or as a Member.

Article XVIII Amendments

SECTION 18.01 Generally. Subject to the other provisions of this Declaration relative to amendment, this Declaration may be amended in the following manner:

(a) Before Any Conveyance. Prior to the transfer of any Unit by the Declarant to a Unit Owner, the Declarant may amend this Declaration in any legal fashion as the Declarant may deem appropriate. After such first transfer of title, the terms of the following subparagraphs shall apply; provided,



however, that any other provisions of this Declaration setting forth other conditions of amendment shall take precedence.

(b) Notice: Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Executive Board in which a proposed amendment is considered, and shall be served upon all Unit Owners in the manner hereinafter provided for service of notices.

(c) Resolution: An amendment may be proposed by either the Executive Board or by Unit Owners holding an aggregate percentage interest of at least twenty (20%) percent in the Common Elements. No resolution of the Executive Board adopting a proposed amendment shall be effective unless it has the affirmative vote of the Owners of Units to which at least seventy-five (75%) percent of the votes in the Association are allocated.

(d) Agreement: In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of Units in the Condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded.

(e) Provisions: Provided, however, that except as otherwise permitted by the Act and provided in this Declaration (as in the case of the subdivision of Units) no amendment may increase the number of units or change the boundaries of any Unit, the Common Element interest, Common Expense Liability or voting strength in the Association allocated to a Unit, or the uses to which any Unit is restricted without the unanimous consent of the Unit Owners and the eligible holders of first mortgage liens or Units to which at least two thirds of the votes in the Association are allocated. No amendment of this Declaration shall make any change which would in any way affect any of the rights, privileges, powers and options of the Declarant, its successors or assigns unless the Declarant, or its successors and assigns shall join in the execution of such amendment.

(f) Execution and Recording: A copy of each amendment shall be attached to or included with a certificate, certifying that the amendment was duly adopted, which certificate shall be executed and acknowledged by the officers of the Executive Board with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded.

(g) Correcting Errors: If any amendment to this Declaration or the By-Laws is necessary in the judgment of the Executive Board to change, correct or supplement anything appearing or failing to appear therein which is incorrect, defective or inconsistent with anything in either this Declaration, the By-Laws or the Act, or if such amendment is necessary to conform to



the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to condominium projects, the Executive Board may, at any time and from time to time effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or part of the Property, upon receipt by the Executive Board of an opinion from an independent registered architect or licensed professional engineer, in the case of an amendment to the Plan. Each amendment shall be effective upon its recording.

Article XIX Termination

SECTION 19.01 Statute. The Condominium may be terminated as provided by Section 3220 of the Act.

SECTION 19.02 Destruction. In the event it is determined in the manner provided in the Act and the By-Laws that any building or buildings shall not be reconstructed after casualty, the Condominium will be thereby terminated as to such building or buildings and the Common Elements interest, votes in the Association and Common Element expense liability of any unit or units not rebuilt shall be reallocated as provided in the Act. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Executive Board executed by the President and Secretary or Treasurer certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded.

SECTION 19.03 By Unanimous Agreement. The Condominium may be terminated at any time by the unanimous agreement, in writing, in the form of a Deed of Revocation, executed by all of the Unit Owners and by the holders of all mortgages, judgments or other liens affecting the Units. Such deed of revocation shall become effective upon being recorded.

SECTION 19.04 General Provisions. Upon termination of the Condominium, each Unit Owner shall thereby a tenant-in-common of the Property as provided in Section 3220 of the Act, and the mortgagee and lienor of a former Unit Owner shall have a mortgage and lien solely and exclusively upon the respective interest of such tenant in the Property after the termination.

Article XX Notice

SECTION 20.01 Notice. All notices required to be served upon Unit Owners pursuant to the Act, this Declaration or the By-Laws shall be sufficient if delivered to the Unit or mailed to the Unit Owner at the Unit mailing address by regular mail. The effective date of a notice shall be the date of delivery to the Unit in the case of actual delivery and a date five (5) days after deposit in the mail in the case of notice sent by mail.



Article XXI Rights of First Mortgage Holders,
Insurers and Guarantors

SECTION 21.01 Eligibility. A holder, insurer and guarantor of a first mortgage on a Unit in the Condominium shall be required to provide to the Association a statement of its name, address and the Unit against which it holds, insures or guarantees the first mortgage in order to be an eligible holder, insurer or guarantor as such terms are used in this Declaration and thereby entitled to the rights set forth in this Article XXI and elsewhere in this Declaration.

SECTION 21.02 Notices to Eligible Holder, Insurer or Guarantor. Upon written request to the Association, identifying the name and address of the eligible holder, insurer or guarantor and the member or designation of the particular Unit, any eligible holder, insurer or guarantor of a first mortgage lien on a Unit shall be entitled to timely notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder, insurer or guarantor, applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such eligible holder, insurer or guarantor, or any other default in the performance by an Owner of the unit against which the mortgage lien applies or a default or delinquency with respect to any obligation under this Declaration, the By-Laws or any rules and regulations of the Association which delinquency or other default continues for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action which would require the consent of a specified percentage of eligible first mortgagees as specified in Sections 21.03 and 21.04 below.

(e) Annual meetings of the Condominium Association.

SECTION 21.03 Mortgage Approval.

(a) Any restoration or repair of the Condominium, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Plan, the original plans and specifications, unless other action is approved by eligible holders holding first mortgage liens on

BOOK 4734-1435



Units which have at least fifty-one (51%) percent of the votes of the Units subject to liens of eligible first mortgages.

(b) Any election to terminate the legal status of the Condominium after substantial destruction or a substantial taking in accordance of the Condominium property shall require the approval of eligible holders holding first mortgages on Units which have at least fifty-one (51%) percent of the votes of Units subject to liens held by eligible first mortgagees. Any other abandonment or termination of the Condominium by act or omission shall require the prior written approval of the eligible holders of first mortgages on Units to which are assigned at least sixty-seven (67%) percent of the votes in the Association.

(c) Any decision to establish management without a professional management firm by the Association shall require the prior consent of Owners of Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated and the approval of eligible holders holding first mortgages on Unit which have at least fifty-one (51%) percent of the votes of Units subject to such eligible first mortgagees.

(d) Any abandonment, partition, subdivision, encumbrance sale or transfer of any of the Common Elements (except for granting easements for utilities or other public purposes consistent with the intended use of the Common Elements) by act or omission shall require the prior written approval of the eligible holders of first mortgages on Unit with at least sixty-seven (67%) percent of votes in the Association.

SECTION 21.04 Document Amendments.

(a) Other than amendments to the Declaration of Condominium or By-Laws (the "Condominium Documents") or termination of the Condominium made as a result of destruction, damage or condemnation, the consent of Owner of Units to which at least sixty-seven percent of the votes in the Association are allocated and the approval of eligible holders holding mortgages on Units which have at least 80% of the votes of Units subject to eligible holder mortgages, shall be required to terminate the Condominium.

(b) The consent of the Owners of Units to which at least sixty-seven (67%) percent of the votes in the Association are allocated and the approval of eligible first mortgagees on Units which have at least fifty-one (51%) percent of the votes of Units subject to liens of eligible first mortgagees, shall be required to add or amend any material provisions of this Declaration or the By-Laws which establish, provide for, govern or regulate any of the following:

(i) Voting;



(ii) Assessments, assessment liens or subordination of such liens;

(iii) Reserves for maintenance, repair and replacement of the Common Elements (or Units if applicable);

(iv) Insurance or fidelity bonds;

(v) Rights to use of the Common Elements;

(vi) Responsibility for maintenance and repair of the several portions of the Condominium;

(vii) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

(viii) Boundaries of any Unit;

(ix) The interests in the Common Elements or Limited Common Elements;

(x) Convertibility of Units into Common Elements or of Common Elements into Units;

(xi) Leasing of Units;

(xii) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit;

(xiii) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units.

(c) An addition or amendment to the Condominium Documents shall not be considered material if it is for the purpose of correcting technical errors, or for clarification as described in Section 18.01(g) hereof. An eligible mortgage holder who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

Article XXII General Provisions

SECTION 22.01 Severability. If any provisions of this Declaration are determined to be invalid, that determination shall not affect the validity or effect of the remaining provisions hereof or the By-Laws or any rules or regulations, all of which shall continue in effect as if such invalid provisions had not been included herein.



SECTION 22.02 Headings. The headings herein are for reference purposes only and shall not affect the meaning or interpretation of this Declaration.

SECTION 22.03 Effective Date. This Declaration shall become effective when it has been duly entered of record.

SECTION 22.04 Binding. This Declaration shall inure to the benefit of and shall be binding upon the Declarant's successors or assigns.

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

BUTLER PARK ASSOCIATES LIMITED
PARTNERSHIP

By 
Its General Partner

Witness



33

BOOK 4794-1438



STATE OF NEW JERSEY :

COUNTY OF *Essex* :

On this, the *5th* day of *March*, 198*6*,

before me, the undersigned officer, personally appeared
Paul V Propeta, Father and in due form of law acknowledged
that *he* executed the foregoing instrument, and desired that
it be recorded.

Kathleen Sabatelli

My Commission Expires:

EXHIBITS:

EXHIBIT "A" - DESCRIPTION OF PROPERTY

EXHIBIT "B" - PLAN

EXHIBIT "C" - COMMON ELEMENT OWNERSHIP AND EXPENSE PERCENTAGES

EXHIBIT "D" - RECORDED EASEMENTS AND ENCUMBRANCES

EXHIBIT "E" - CERTIFICATE OF STRUCTURAL AND UNIT COMPLETION

BOOK 4794-1439



EXHIBIT A

DESCRIPTION AND RECITAL

ALL THAT CERTAIN tract or parcel of ground, Situate in Upper Dublin Township, Montgomery County, Pennsylvania and described according to a certain Plan thereof known as Plan of Property of Butler Manor made by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors dated March 26, 1976 and certified on October 29, 1980, as follows, to wit:

BEGINNING at a point on the Northeast side of Meadowbrook Avenue (40 feet wide) a corner of lands now or late of Alvin B. Faust; thence from the point of beginning along land now or late of Alvin B. Faust the three following courses and distances to wit: (1) North 55 degrees 40 minutes 30 seconds East 168.57 feet to a point (2) North 42 degrees 00 minutes 30 seconds East 75.45 feet to a point a corner and (3) North 41 degrees 36 minutes 30 seconds West 188.17 feet to a point a corner on the Southeasterly side of Butler Pike (45 feet wide); thence extending North 41 degrees 28 minutes 30 seconds East along the Southeasterly side of Butler Pike 250.00 feet to a point a corner of land now or late of Jane Elliott; thence extending South 48 degrees 31 minutes 30 seconds East 60.71 feet to a point; thence extending North 41 degrees 28 minutes 30 seconds East 148.74 feet to a point; thence extending North 48 degrees 53 minutes 30 seconds East 117.21 feet to a point a corner of line of lands of Rose Valley Cemetery Company; thence extending along the same the four following courses and distances to wit: (1) South 29 degrees 58 minutes East 110.17 feet to a point a corner; (2) South 29 degrees 59 minutes East 232.30 feet to a point a corner; (3) South 89 degrees 24 minutes East 261.77 feet to a point a corner and (4) North 59 degrees 00 minutes East 170.80 feet to a point to a corner of Rose Hill Cemetery; thence extending South 24 degrees 21 minutes 30 seconds East 50.34 feet to a point; thence extending North 72 degrees 17 minutes East 71.55 feet to a point; thence extending South 47 degrees 59 minutes 30 seconds East 134.75 feet to a point in line of lands now or late of John W. and Kathleen R. Mauchley; thence extending along the last mentioned lands South 42 degrees 00 minutes 30 seconds West 734.54 feet to a point a corner of lands now or late of Alvin B. Faust; thence along the same the two following courses and distances to wit (1) North 47 degrees 59 minutes 30 seconds West 150.04 feet to a point; thence extending South 42 degrees 00 minutes 30 seconds West 300.04 feet to a point on the aforesaid Northeast side of Meadowbrook Avenue; thence along the same North 49 degrees 16 minutes 30 seconds West 40.01 feet to a point a corner of land now or late of Alvin B. Faust; thence still along the land now or late of Alvin B. Faust North 42 degrees 00 minutes 30 seconds East 150.04 feet to a point a corner; thence extending North 49 degrees 16 minutes 30 seconds West 300.08 feet to a point a corner; thence extending South 42 degrees 00 minutes 30 seconds West 150.04 feet to a point on the aforementioned Northeast side of Meadowbrook Avenue; thence along the same North 49 degrees 16 minutes 30 seconds West 222.21 feet to the first mentioned point and place of beginning.

..... continued

BOOK 4794-1440



BEING PARCEL NO. 54-00-03206-00-7
and 54-00-11754-00-9

BEING the same premises which Butler Park General Partnership, a Utah General Partnership by deed dated 10-10-1985 and recorded at Norristown, Pennsylvania in Deed Book 4781 page 1191, granted and conveyed unto Butler Park Associates Limited Partnership, a New Jersey Limited Partnership, in fee.

BOOK 4794:1441



BUTLER PARK CONDOMINIUM

EXHIBIT "B"

Plats and Plans

The Plats and Plans for Condominium are
recorded in the Office of the Recorder of Deeds of
County in Plan Book , p-

BOOK 479A-1442



DECLARATION OF CONDOMINIUM

EXHIBIT "C"

Common Element and Common Expense Percentage Schedule

| UNITS | TOTALS | A | B | C | D |
|---|-----------|---------------|-----------------------|---------------|---------------|
| | 132 Units | 64 Units | 36 Units | 20 Units | 12 Units |
| FACTORS | | | | | |
| Square footage | 153,984 | 920 | 1380 | 1296 | 1600 |
| 30% factor | | .00179 | .00269 | .00252 | .00312 |
| Bedrooms/ Bathrooms/Dens | | 1.0 +1.0 | 2.0 + 2.0 + 1.0 | 2.0 +2.5 | 3.0 +2.5 |
| 15% factor | 465 | 2.0 .00065 | 5.0 .00161 | 4.5 .00145 | 5.5 .00177 |
| Exterior Maintenance | | Flat | Flat | Townhouse | Townhouse |
| 15% factor | 148 | 1 .00101 | 1 .00101 | 1.5 .00152 | 1.5 .00152 |
| Fixed Costs | | | | | |
| 40% 100/132 x 40% | | .00303 | .00303 | .00303 | .00303 |
| Resulting % of Undivided Common Interest | | .66 | .81 | .86 | .95 |
| Totals | 100.00 | 42.24 | 29.16 | 17.20 | 11.40 |

B7E 4734-1443



EXHIBIT D

RECORDED EASEMENTS AND LICENSES

1. Subject to Acts of Assembly authorizing the State Highway Department to extend the boundaries of State roads.
2. The Declaration of Butler Park Condominium and all other documents in connection with Butler Park Condominium as may in the future be recorded.
3. Discrepancies or conflicts in boundary lines, easements, encroachments, or area content which a satisfactory current survey would disclose.
4. Title to that portion of the premises in the bed of Alma Avenue and Catherine Street is subject to public and private rights therein.
5. Rights granted to Alvin B. Faust as in Deed Book 296 page 28.
6. Rights granted to Utilities Companies as in Deed Books 1152 page 384, 3777 page 502 and 3902 page 114.
7. Stream of water flows through premises hereon, subject to riparian rights of owners of ground abutting said stream.
8. Easement for Open Space in favor of Upper Dublin Township Area of 2.165 acres more or less as shown on plan of property of Butler Manor made by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors dated 12-1-1970 and last revised 2-3-1972.
9. Deed of Easement: to Borough of Ambler, dated 12-10-1973 and recorded 12-15-1975 in Deed Book 4075 page 382.
10. Right of Way: to Borough of Ambler, dated 12-10-1973 and recorded 12-15-1975 in Deed Book 4075 page 388.
11. Right of Way Agreement: to Borough of Ambler, dated 5-10-1977 and recorded 6-7-1977 in Deed Book 4205 page 392.

BOOK 4794-1444



**ROBERT A GILMOUR · REGISTERED ARCHITECT · 687-2314
427 ST DAVIDS ROAD · ST DAVIDS · PENNSYLVANIA · 19087**

EXHIBIT "B"

CERTIFICATE OF STRUCTURAL AND UNIT COMPLETION

BUTLER PARK CONDOMINIUM

All structural components and mechanical systems of the buildings containing or comprising units and all units in the Butler Park Condominium, located in Upper Dublin Township, Montgomery County, Pennsylvania, as shown on four (4) drawings dated 14th of March 1986 and prepared by Robert A Gilmour, Registered Architect, for the Butler Park Condominium, are substantially complete.

The undersigned is independent of the legal owner and hereby certifies that this Plat Plan of the Butler Park Condominium accurately depicts existing conditions and contains information required by section 3210 of the Pennsylvania Uniform Condominium Act.

Robert A. Gilmour
ROBERT A GILMOUR



COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF *Montgomery*: SS

On this, the *14th* day of *March*, 1986, before me, the Subscriber, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Robert A Gilmour, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing, and acknowledge that he executed the same for the purposes therein contained.

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

Elizabeth Cleveland Co.

Mary Jane Walters
NOTARY PUBLIC

SEAL:

My commission expires:

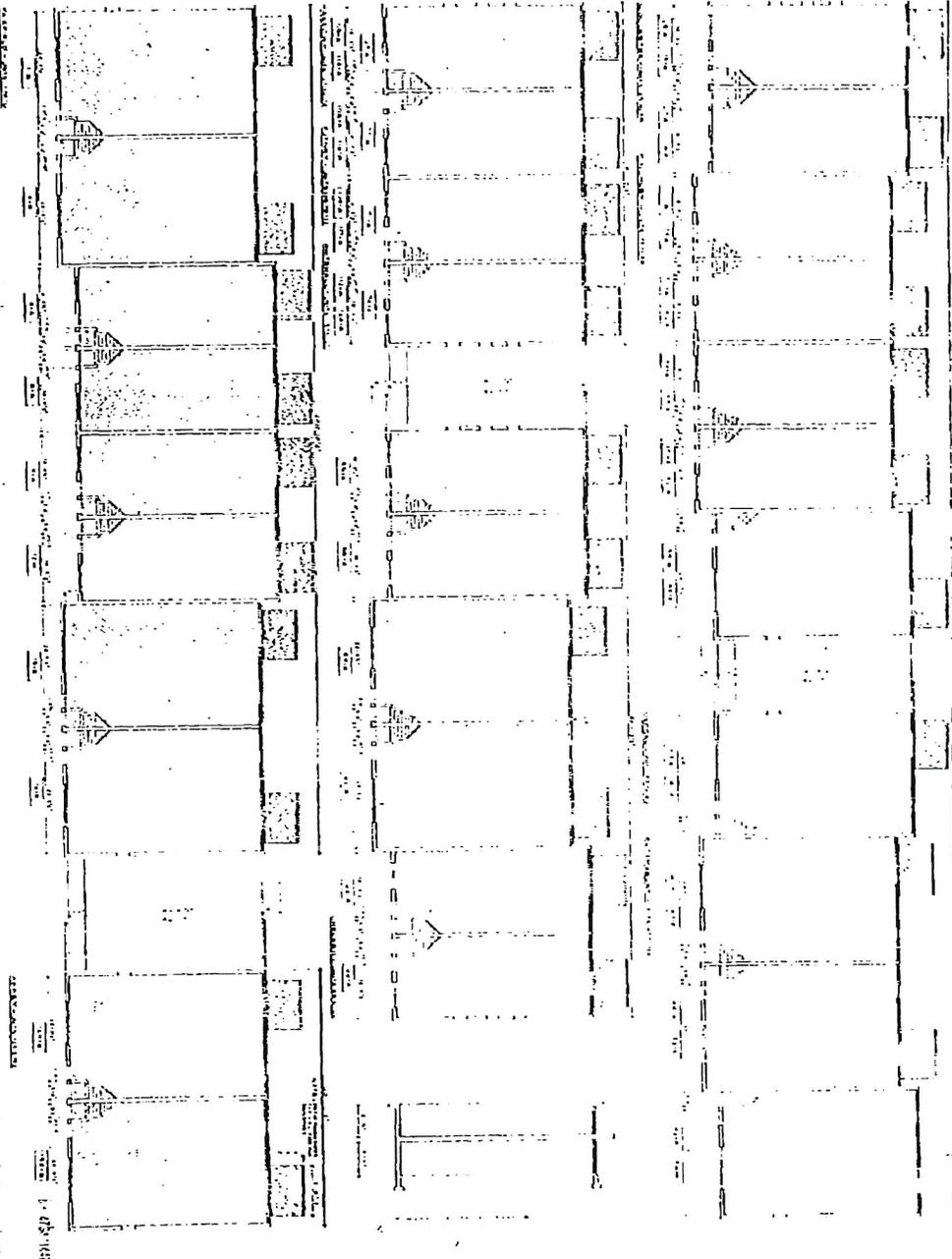
MARY JANE WALTERS, NOTARY PUBLIC
WHITEMARSH TWP., MONTGOMERY COUNTY
MY COMMISSION EXPIRES SEPT. 7, 1989
Member, Pennsylvania Association of Notaries

BOOK 4794-1445



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original instrument
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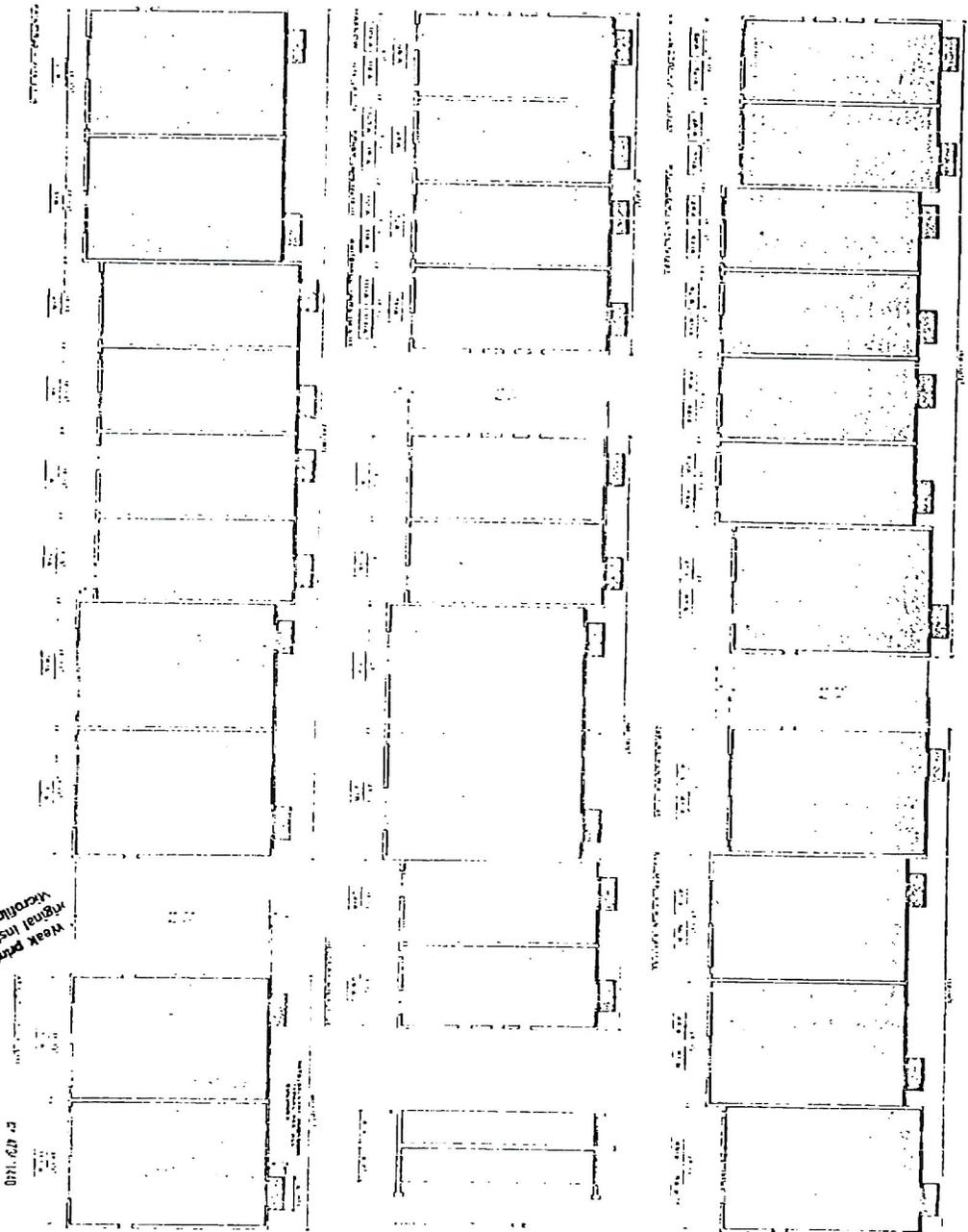


Blank print on
original instrument
Microfilm Dep.



Weak work on
original instrument
Microfilm copy

475-17
of 144-18



30

BRITISH PARK CO-OPERATIVE

ROBERT A. GILMAN
ARCHITECT





Wear Dark Col
 Official Inspectors
 Meridian Park

Professional Seal
 State of Maryland
 License No. 11111
 Date of Issue 1/1/11
 Expiration Date 12/31/11
 34
 1571-1494



RIGHT-OF-WAY AGREEMENT

000554

THIS AGREEMENT, made this 10 day of December, 1973, by and between BUTLER MANOR ASSOCIATES, a Limited Partnership, located at 1100 Butler Pike, PO Box 307, Ambler, PA 19002, ("Owner"), and BOROUGH OF AMBLER, County of Montgomery, Commonwealth of Pennsylvania ("Borough"),

WITNESSETH:

WHEREAS, Owner is the owner of a certain tract of land located in the Township of Upper Dublin with frontage on the southeasterly side of Butler Pike and the northeasterly side of Meadowbrook Avenue and containing approximately thirteen (13) acres; and

52
12.50

WHEREAS, in order to increase the efficiency of the Ambler water system, the Borough desires to obtain from Owner a site for the location and installation of a well, pump house and other necessary water facilities on a portion of the property owned by Owner, if testing procedures indicate that the proposed location of the well site contains a sufficient supply of water; and

Dec 15 12 18 PM '73

WHEREAS, Owner has agreed to grant and convey to Borough a certain parcel of land for the above purposes, subject to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to Owner in hand paid, and other good and valuable considerations set forth herein, Owner has granted and by these presents does hereby grant and convey unto Borough the full and uninterrupted right, right-of-way, privilege, permanent easement and authority to enter

RECEIVED
W. J. G.

upon a certain portion of property owned by Owner, being approximately 50' x 80' in size, upon the following terms and conditions:

1. The parcel of ground herein granted and conveyed to Borough is shown on a plan prepared by C. Raymond Weir Associates, Inc., dated 4/13/72 as later^{revised} attached hereto as Exhibit A; and a legal description of the said parcel is attached hereto as Exhibit B. The right-of-way herein granted shall include the right of vehicular ingress and egress to and from the easement for the well facilities herein granted over and upon any roads and driveways shown on Owner's development plan which will be built by Owner as a part of its apartment-townhouse development.

2. Upon the signing of this Agreement, Borough shall have the right to enter upon the said parcel and property herein granted and conveyed to Borough, and at its expense to drill a test well or wells on said parcel in order to determine whether in its opinion there is a sufficient supply of water that can be obtained by the installation of a well facility on the said parcel.

3. If Borough determines that the parcel does not contain a source of sufficient water for the installation of a well site, Borough will promptly cause the test well to be capped and concreted two (2) feet below the present grade, and in all other respects the parcel shall be restored to substantially the same condition as prior to the commencement of any work by Borough; and in that event, this Agreement shall become null and void, with no further rights and obligations in the parties.

4. Borough shall have five years from the date of this Agreement to complete the necessary testing as mentioned above, to obtain the necessary approvals from the Commonwealth.

300:4075 FC 389

of Pennsylvania, to select a well location on the property, and to notify Owner in writing that Borough has determined to install a permanent well facility on the said property.

5. In the event of such determination by Borough, Borough shall have the right to install and construct at its expense a permanent well facility and pump house on the premises together with retention tanks, transmission and electrical lines, water lines and water drains (to drain to nearest storm drain facility on Owner's property) and any other necessary equipment and facilities which are a part of the well and pump house. The pump house will be built of block covered with stucco; but if Owner desires a different type of finish material, it shall pay for the increase in cost of the finish, if any, over and above the cost of stucco finish.

6. The manner and method of drilling the well, including the size and depth thereof, and of carrying out testing procedures shall be determined at the sole discretion of the Borough, provided that the Borough shall use safe and accepted engineering procedures in carrying out the work.

7. Upon completion of the well facility, including the pump house, Borough agrees to maintain it in the state of good repair and appearance, including the proper maintenance of the grounds within the easement area.

8. Borough agrees that this instrument is a grant and conveyance of a right-of-way and permanent easement only, for the purposes herein contained, and for only so long as the well facility and pump house are used by Borough. Nothing herein contained shall be construed to grant to Borough the fee to the premises of the easement area. If Borough decides to discontinue permanently the use of the parcel as a well

and pump house facility, it shall cause the well equipment and the building to be promptly removed from the property; and the well shall be capped and concreted two (2) feet below grade.

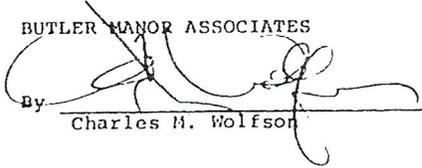
9. In the performance of any and all work in the parcel herein granted and conveyed to Borough, Borough shall and will release, indemnify, protect and save Owner harmless from all costs or expenses resulting from any and all loss of life or property, or injury or damage to the person or property of any person, and from and against any and all claims, demands or actions for such loss, injury or damage, in any manner arising out of, resulting from or connected with the use of the premises by Borough.

10. The covenants and conditions in this Agreement shall bind the parties hereto, their and each of their successors and assigns, and shall run with and bind the premises and property herein granted and conveyed to Borough.

11. This Agreement shall be recorded in the Office for the Recording of Deeds in and for the County of Montgomery, Norristown, Pennsylvania.

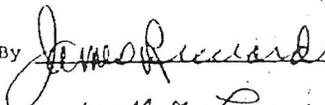
IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly executed the day and year aforesaid.

BUTLER MANOR ASSOCIATES

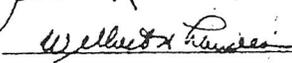
By 

Charles M. Wolfson

BOROUGH OF AMBLER

By 

President

Attest 

Secretary

4

806-4075 FC 391

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF MONTGOMERY :

On this, the 10th day of December, 1973, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared CHARLES M. WOLFSON, who acknowledged himself to be Partner of Butler Manor Associates, a Limited Partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Butler Manor Associates by himself as such officer.

In witness whereof, I hereunto set my hand and official seal.

Maxwell R. Beough (Seal)
Notary Public

Notary Public, State of Pa.
My Comm. Expires February 17, 1974

880-4075 FC 392

COMMONWEALTH OF PENNSYLVANIA:

SS.

COUNTY OF MONTGOMERY :

On this, the *10th* day of *December*, 1973, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared *James Riccardo* who acknowledged himself to be the *President* of the Borough of Ambler, Montgomery County, Pennsylvania, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said Borough of Ambler by himself as such officer.

In witness whereof, I hereunto set my hand and official seal.

Marcella R. Bough (Seal)
Notary Public

MARCELLA R. BOUGH, Notary Public
Ambler, Montgomery County, Pa.
My Commission Expires February 17, 1977

390-4075 FC 393

WELL SITE

ALL THAT CERTAIN LOT or tract of land situate in the Township of Upper Dublin, County of Montgomery, and State of Pennsylvania, shown as a proposed well site easement on a plan first dated April 13, 1972, last revised December 3, 1973, prepared by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors, Ambler, Pennsylvania, bounded and described as follows to wit:

BEGINNING at a point a corner of land of the grantor herein and land of Jane Elliott, widow, said point of beginning being located South 48 degrees 31 minutes 30 seconds East 60.71 feet from a point a corner on the southeast side of Butler Pike, originally laid out 45 feet wide, said last mentioned point being located North 41 degrees 28 minutes 30 seconds East 364.86 feet from an angle point, said angle point being located North 48 degrees 13 minutes 30 seconds East 112.0 feet from the point of intersection of the aforesaid southeast side of Butler Pike with the northeast side of Meadowbrook Avenue, 40 feet wide; thence from the point of beginning along the aforesaid land of Jane Elliott North 41 degrees 28 minutes 30 seconds East 45.0 feet to a point; thence through the land of the grantor herein the forefollowing courses and distances to wit: (1) South 48 degrees 31 minutes 30 seconds East 50.0 feet to a point, (2) South 41 degrees 28 minutes 30 seconds West crossing into Cavendish Drive, a private driveway, 90 feet to a point, (3) North 48 degrees 31 minutes 30 seconds West 50.0 feet to a point, (4) North 41 degrees 28 minutes 30 seconds East 45.0 feet to the point and place of beginning, together with the right to construct and maintain a well and pumphouse and miscellaneous appurtenances.

EXHIBIT "B"

300-4075 PG 394

RIGHT-OF-WAY-AGREEMENT

Between

Butler Manor Associates,
a Limited Partnership

and

Borough of Ambler,
Montgomery County,
Pennsylvania

JOHN P. KNOX
TIMONEY, KNOX, AVRIGAN & HANSON
ATTORNEYS-AT-LAW
12 EAST BUTLER AVENUE
AMBLER, PA. 19002

SM 3-73

Montgomery County S. S.

Recorded in the Office for Recording of Deeds & c
In and for said county in Book
No. 4075 Page 388
Witness my hand and seal of office this 15th
day of December 19 75

Richard J. Ashby
Recorder

300-4075 PG 395

JUN--7-77 00061 DEEDS • 361 -- A
RIGHT-OF-WAY AGREEMENT

180

000364

THIS AGREEMENT, made this 10th day of May, 1977, by and between BUTLER MANOR ASSOCIATES, a Limited Partnership, located at Montgomery County, Pennsylvania ("Owner"), and BOROUGH OF AMBLER, County of Montgomery, Commonwealth of Pennsylvania ("Borough"),

WITNESSETH:

WHEREAS, Owner is the owner of a certain tract of land located in the Township of Upper Dublin with frontage on the southeasterly side of Butler Pike and the northeasterly side of Meadowbrook Avenue and containing approximately thirteen (13) acres; and

17.50
1.50

NOTE
SEE PLAN
CASE # 11

WHEREAS, in order to increase the efficiency of the Ambler water system, Owner, by Right-of-Way Agreement dated December 10, 1973, recorded in the Office for the Recording of Deeds in and for Montgomery County, Pennsylvania, in Deed Book 4075, page 388, granted and conveyed to Borough a right of way and permanent easement to install a well, pump house and other necessary water facilities on a certain area of easement defined and described in the said agreement; and

JUN 7 9 53 AM '77

WHEREAS, the parties agree that a new and separate access easement should be granted to Borough in order to give proper and separate ingress and egress to the well site; and

WHEREAS, Owner agrees to grant the new and additional

| |
|------------------------|
| REALTY TRANS. TAX PAID |
| STATE _____ |
| LOCAL _____ |
| PER <u>FB</u> |

BOOK 4205 PG 392

area of easement to Borough, subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) to Owner in hand paid, and other good and valuable considerations set forth herein, Owner has granted and by these presents does hereby grant and convey unto Borough the full and uninterrupted right, right-of-way, privilege, permanent easement and authority to enter upon a certain portion of property owned by Owner, being an area irregularly shaped with a frontage of 150' on the southeasterly side of Butler Pike, Upper Dublin Township, upon the following terms and conditions:

1. The easement herein granted and conveyed to Borough is shown on a plan prepared by C. Raymond Weir Associates, Inc., dated 4/13/72 and last revised as of 1/19/77. The said easement is entitled "access easement to well" and it shall provide the Borough with an area for ingress and egress to the Borough's well site enabling Borough to construct a driveway for its use.

2. Upon completion of any driveway and access facilities constructed by Borough on the easement area, Borough shall thereafter secure and control the area so as to prevent, to the extent practicable, unauthorized persons from using the driveway and having access to the Borough's well site.

3. Borough agrees that this instrument is a grant and conveyance of a right-of-way and permanent easement only,

for the purposes herein contained, and for only so long as the well facility and pump house are used by Borough. Nothing herein contained shall be construed to grant to Borough the fee to the premises of the easement area. If Borough decides to discontinue permanently the use of the parcel as a well and pump house facility, it shall cause the well equipment and the building to be promptly removed from the property, and the well shall be capped and concreted two (2) feet below grade.

4. In the performance of any and all work in the parcel herein granted and conveyed to Borough, Borough shall and will release, indemnify, protect and save Owner harmless from all costs or expenses resulting from any and all loss of life or property, or injury or damage to the person or property of any person, and from and against any and all claims, demands or actions for such loss, injury or damage, in any manner arising out of, resulting from or connected with the use of the premises by Borough.

5. The covenants and conditions in this Agreement shall bind the parties hereto, their and each of their successors and assigns, and shall run with and bind the premises and property herein granted and conveyed to Borough.

6. This Agreement shall be recorded in the Office for the Recording of Deeds in and for the County of Montgomery,

Norristown, Pennsylvania.

7. Owner warrants that the general partner executing this instrument is authorized by the partnership to execute same.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be properly executed the day and year aforesaid.

BUTLER MANOR ASSOCIATES

BY *[Signature]*

BOROUGH OF AMBLER

BY *Herman J. Signore*

Attest *[Signature]*

Home Unity Savings and Loan Association, mortgagee of property of Owner identified in the within agreement, hereby agrees to permit the granting of the within easement to Ambler Borough.

HOME UNITY SAVINGS AND LOAN ASSOCIATION

BY *[Signature]*
President

Attest *[Signature]*
act Secy

Frankford Trust Company, mortgagee of property of Owner identified in the within agreement, hereby agrees to permit the granting of the within easement to Ambler Borough.

FRANKFORD TRUST COMPANY

By: Edwin C. Deiner V. PRESIDENT

Attest: James C. Brown ASST. SGT.



COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF MONTGOMERY : SS:

On this 18th day of May, 1977, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared, FRANK D. COX, II, who acknowledged himself to be a General Partner of BUTLER MANOR ASSOCIATES, a partnership, and that he as such General Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said BUTLER MANOR ASSOCIATES by himself as such General Partner.

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

Mary E Wass
NOTARY PUBLIC
MARY E. WASS
Notary Public, Whitpain Twp., Mont. Co.
My Commission Expires May 21, 1978

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF MONTGOMERY : SS:

On this 20th day of May, 1977, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared *Hermon J. Legiore*, who acknowledged himself to be the *President of Borough Council* of the BOROUGH OF AMBLER, a body politic and corporate, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of said BOROUGH OF AMBLER by himself as such officer.

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

Elizabeth K. May
NOTARY PUBLIC
ELIZABETH K. MAY
Notary Public, Ambler Boro., Montg. Co.
My Commission Expires February 26, 1978

BOOK 4205 PG 397

COMMONWEALTH OF PENNSYLVANIA:

SS:

COUNTY OF PHILADELPHIA :

On this 10th day of May , 1977, before me,
a Notary Public in and for the Commonwealth of Pennsylvania,
personally appeared Donald H. McGill , who acknowledged
himself to be President of HOME UNITY SAVINGS AND
LOAN ASSOCIATION, and that he as such officer, being authorized
to do so, executed the foregoing instrument for the purposes
therein contained by signing the name of said HOME UNITY
SAVINGS AND LOAN ASSOCIATION by himself as such officer.

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

Robert J. Betts

NOTARY PUBLIC

Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires February 24, 1979

BOOK 4205 PG 398

COMMONWEALTH OF PENNSYLVANIA:

PHILADELPHIA SS
COUNTY OF ~~MONTECALMO~~ :

On this 17th day of May , 1977, before me,
a Notary Public in and for the Commonwealth of Pennsylvania,
personally appeared Edwin C. Slegner , who acknowledged
himself to be Vice President of FRANKFORD TRUST COMPANY, and
that he as such officer, being authorized to do so, executed
the foregoing instrument for the purposes therein contained by
signing the name of said FRANKFORD TRUST COMPANY by himself as
such officer.

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

Paul Catinella

NOTARY PUBLIC

PAUL CATINELLA
Notary Public, Philadelphia, Philadelphia Co.
My Commission Expires March 6, 1978

BOOK 4205 PC 399

ALL THAT CERTAIN LOT OR TRACT OF LAND situate in the Township of Upper Dublin, County of Montgomery, State of Pennsylvania, shown as an access easement to Well on plan first dated April 13, 1972, last revised Jan. 19, 1977, prepared by C. Raymond Weir Associates, Inc., Civil Engineers and Surveyors, Ambler, Pennsylvania, bounded and described as follows to wit:

BEGINNING AT A POINT on the Southeast side of Butler Pike, originally laid out 45 feet wide, said point of beginning being located North 41 degrees 28 minutes 30 seconds East 251.86 feet from an angle point the aforesaid Southeast side of Butler Pike, said last mentioned point being located North 48 degrees 13 minutes 30 seconds East 112 feet from the point of intersection of the aforesaid Southeast side of Butler Pike with the Northeast side of Meadowbrook Ave., 40 feet wide; Thence from the point of beginning along the aforesaid Southeast side of Butler Pike North 41 degrees 28 minutes 30 seconds East 150 feet to a point a corner of the land of the Grantor herein; Thence along land of Jane Elliott, Widow, South 48 degrees 31 minutes 30 seconds East 60.71 feet to a point a corner being in line of the easement previously granted to the Borough of Ambler for the construction of Well #14; Thence along the same South 41 degrees 28 minutes 30 seconds West 45.0 feet to a point; Thence thru the land of the Grantor herein the three following courses and distances to wit: (1) North 48 degrees 31 minutes 30 seconds West 30.0 feet to a point, (2) South 49 degrees 58 minutes 30 seconds West 106.17 feet to a point, (3) North 48 degrees 31 minutes 30 seconds West 15.02 feet to the point and place of beginning, together WITH THE RIGHT TO CONSTRUCT AND MAINTAIN A DRIVEWAY TO WELL #14 WITH THE RIGHT OF INGRESS AND EGRESS.

EXHIBIT "B"

BOOK 4205 PG 400

RIGHT-OF-WAY-AGREEMENT

Between

BUTLER MANOR ASSOCIATES,
a Limited Partnership,

and

BOROUGH OF AMBLER,
Montgomery County,
Pennsylvania

John P. Knox, Esquire

TIMONEY, KNOX, AVRIGIAN & HANSON
ATTORNEYS-AT-LAW
12 EAST BUTLER AVENUE
P. O. BOX 119
AMBLER, PA. 19002
(215) 646-6000

Montgomery County S. S.

Recorded in the Office for Recording of Deeds & c.

In and for said county in Deed book

No. 4205 Page 392 & c.

Witness my hand and seal of office this 7th
day of June 19 77

[Signature]

Record#

BOOK 4205 PG 401

Prepared By & Return To:

**Joseph E. Bresnan, Esquire
Law Offices of Joseph E. Bresnan
100 Springhouse Drive, Suite 207
Collegeville, PA 19426
610-707-5070**

Parcel No. 54-00-03208-00-5

TEMPORARY CONSTRUCTION EASEMENT

THIS INSTRUMENT, made this 19 day of September

A.D., 2025, by and between **SAMANTHA AND MATTHEW BLOCH**, with a mailing address of 1120 E Butler Pike, Ambler, Pennsylvania, hereinafter, hereinafter referred to as the "GRANTOR"

AND

BOROUGH OF AMBLER, a Township of the Second Class, organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 131 Rosemary Avenue, Ambler, Pennsylvania, 19002, hereinafter referred to as the "GRANTEE".

WITNESSETH, that the said Grantor for and in consideration of the sum of One Dollar (\$1.00) to Grantor in hand paid and other good and other valuable considerations set forth herein, has granted and by these presents does grant, bargain, sell and convey to Grantee, its successors and assigns, a non-exclusive, perpetual easement and right-of-way (hereinafter referred to as the "Easement") over and across a portion of that certain parcel of land shown and being more fully described in Exhibit "A," which is attached hereto and incorporated herein by reference, of which the Grantor is the record owner.

TO HAVE AND TO HOLD all and singular the privileges aforesaid unto the said Grantee to and for only the proper use and behoof of the said Grantee, its successors and assigns forever, for the purpose of discharging surface waters over and across the Easement's area, subject and except as stated below.

AND THE SAID GRANTOR, for himself, his successors and assigns, does by these presents further covenant, promise and agree to and with the said Grantee its successors and assigns, that they, the said Grantor, his successors and assigns, the tract of ground above-described and granted or mentioned, and intended so to be, unto the said Grantee, its successors and assigns, against it, the said Grantor, his successors and assigns, and against all and any person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, them, or any of them, shall and will warrant and forever defend.

AND FURTHER, the within grant is made under and subject to the following conditions and provisions, which shall be covenants binding on Grantee, its successors and assigns, unless and until the Easement has been expressly abandoned, extinguished, relinquished or terminated and evidence thereof has been filed in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania to wit:

1. The Easement shall not be altered, modified, amended, abandoned, extinguished, relinquished or terminated beyond its own terms except by a written instrument in reportable form, duly executed by the Grantor and Grantee, or their respective successors or assigns having authority to do so.

2. The Easement is granted specifically under and subject to all existing restrictions, covenants, conditions, rights-of-way and easements of record or, if not of record, apparent upon a visual inspection of the lands herein described, it being specifically understood and agreed that Grantee, its successors and assigns, shall secure, prior to the exercise of any privileges herein granted, the consents from any third parties who have co-existent or prior rights or privileges with respect to the lands affected by the Easement.
3. Grantor hereby grants to the Grantee a temporary easement for the purpose of undertaking the above improvement, said easement to extend to the area shown on the plot plan attached hereto and made a part hereof and to authorize the entry and re-entry of employees, agents, and contractors of the Grantee upon said area to do any and all work necessary for the completion of the project as shown on Exhibit "A"; provided, however, that, upon completion of the project, the Grantee shall be obligated to restore the area covered by the easement to a condition commensurate with that of the balance of the property of the Grantor, such restoration to include removal of debris, filling of holes left by the removal of buildings or structures, draining, filling, and/or capping of wells, cesspools, and septic tanks; grading and sowing of grass and replacement of trees and shrubs.
4. Grantor, his successors and assigns, hereby reserves the right to cross, re-cross and use, as Grantor, his successors and assigns, deem necessary, the surface area of lands encumbered by the Easement so long as no structures or trees are placed or planted by Grantor, or his successors and assigns, therein and the exercise of any such rights by Grantor for himself, and his successors or assigns, shall be enjoyed and exercised in such fashion as will not substantially interfere with Grantees' use thereof.
5. The Easement granted hereunder shall run with the land and shall bind and benefit all future

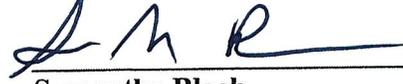
owners of any interest in real estate which is burdened or benefitted hereby.

6. The Easement shall be construed, interpreted and applied in accordance with the laws of the Commonwealth of Pennsylvania.
7. This Easement shall be recorded in the Office of the Recorder of Deeds in and for Montgomery County, Pennsylvania.
8. It is agreed between the parties that the contractor hired by Grantee to do tree removal work associated with improvements to Well 14 will during its time on site also remove three trees on Grantors' property along the driveway, being two dying oak trees and one walnut tree, which will be marked by Grantors. This work will be done at no charge to Grantors in consideration of the grant of the within easement.

IT IS UNDERSTOOD that this is not a conveyance of a fee interest, but merely a grant of Easement for temporary construction purposes.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Easement to be signed and sealed the day and year first above written.

GRANTORS:



Samantha Bloch

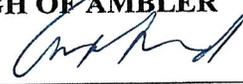


Matthew Bloch

GRANTEE:

BOROUGH OF AMBLER

BY:



Glynnis Siskind, President of Council

ATTEST:



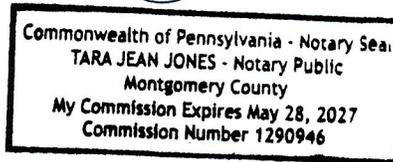
Kyle Detweiler, Secretary

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF MONTGOMERY :

On this 16 day of October, 2025, before me, the subscriber, a Notary Public, personally appeared **GLYNNIS SISKIND**, who acknowledges herself to be the President of Council of the Borough of Ambler, and that she, as such Chairman, being authorized to do so, executed the foregoing instrument by signing her name, in such capacity, as and for the act of and deed of the Borough of Ambler for the uses and purposes therein contained and that she desires the same might be recorded as such.

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


Notary Public



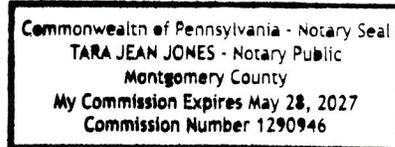
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF :

On this 19 day of September, 2025, before me, the subscriber, a Notary Public, personally appeared **SAMANTHA BLOCH**, known to me, or satisfactorily proven, to be the individual whose name is subscribed to the Easement in due form of law acknowledged the foregoing to be her act and deed, and desired the same might be recorded as such.

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

Commonwealth of Pennsylvania
County of Montgomery

Tara Jean Jones
Notary Public



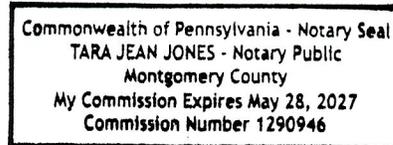
COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF :

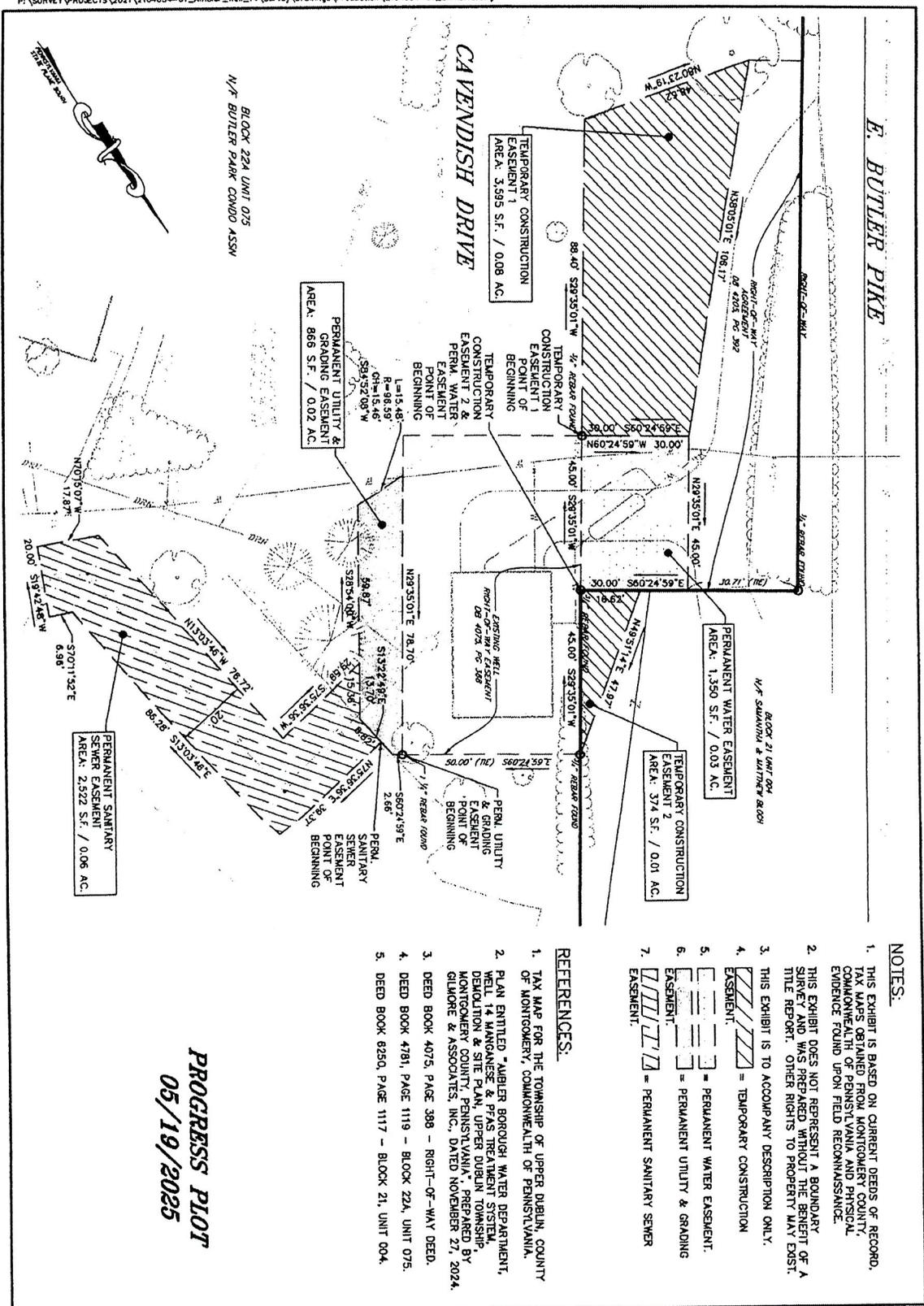
On this 19 day of September, 2025, before me, the subscriber, a Notary Public, personally appeared **MATTHEW BLOCH**, known to me, or satisfactorily proven, to be the individual whose name is subscribed to the Easement in due form of law acknowledged the foregoing to be his act and deed, and desired the same might be recorded as such.

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

Commonwealth of Pennsylvania
County of Montgomery

Tara Jean Jones
Notary Public



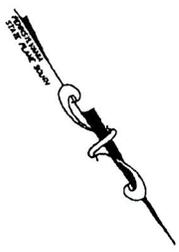


E. BUTLER PIKE

CAVENDISH DRIVE

W/F BUTLER PARK CONDO ASSN

W/F SULLIVAN & LUTHER BLOCK



NOTES:

1. THIS EXHIBIT IS BASED ON CURRENT DEEDS OF RECORD. TAX MAPS OBTAINED FROM MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA AND PHYSICAL EVIDENCE FOUND UPON FIELD RECONNAISSANCE.
2. THIS EXHIBIT DOES NOT REPRESENT A BOUNDARY SURVEY AND WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. OTHER RIGHTS TO PROPERTY MAY EXIST.
3. THIS EXHIBIT IS TO ACCOMPANY DESCRIPTION ONLY.
4. = TEMPORARY CONSTRUCTION EASEMENT.
5. = PERMANENT WATER EASEMENT.
6. = PERMANENT UTILITY & GRADING EASEMENT.
7. = PERMANENT SANITARY SEWER EASEMENT.

REFERENCES:

1. TAX MAP FOR THE TOWNSHIP OF UPPER DUBLIN, COUNTY OF MONTGOMERY, COMMONWEALTH OF PENNSYLVANIA.
2. PLAN ENTITLED "AMBLER BOROUGH WATER DEPARTMENT, WELL 14 MANGANESE & PFAS TREATMENT SYSTEM, DEMOLITION & SITE PLAN, UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA", PREPARED BY GILMORE & ASSOCIATES, INC., DATED NOVEMBER 27, 2024.
3. DEED BOOK 4075, PAGE 388 - RIGHT-OF-WAY DEED.
4. DEED BOOK 4781, PAGE 1119 - BLOCK 22A, UNIT 075.
5. DEED BOOK 8250, PAGE 1117 - BLOCK 21, UNIT 004.

PROGRESS PLOT
05/19/2025

| | | | |
|---|---|---------------------------------|----------------------------|
| <p>GILMORE & ASSOCIATES, INC. ENGINEERING & CONSULTING SERVICES 65 EAST BUTLER AVENUE, SUITE 100, NEW BRITAIN, PA 18901 • (215) 345-4330</p> | <p>EASEMENT EXHIBIT PLAN AMBLER BOROUGH WATER DEPARTMENT WELL 14 MANGANESE & PFAS TREATMENT SYSTEM UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA</p> | <p>JOB NO.: 21-04054-01</p> | |
| | <p>DRAWN BY: DM</p> | <p>DATE: 05/22/2025</p> | <p>SCALE: 1" = 25'</p> |
| | <p>SCALE IN FEET</p> | | |



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

**Metes and Bounds Description
Temporary Construction Easement 2 on
Block 21, Unit 004, Lands N/F Samantha & Matthew Bloch
Upper Dublin Township, Montgomery County, Pennsylvania**

Beginning at a ¾" rebar found on a common corner between Block 21, Unit 004, lands N/F Samantha & Matthew Bloch and Block 22A, Unit 075, lands N/F Butler Park Condo Assn, said point being South 60° 24' 59" East, a distance of 60.71 feet from a ¾" rebar found on the southeasterly right-of-way line of E. Butler Pike, and from said Point of Beginning the following courses, thence;

1. Along the dividing line between Block 21, Unit 004, lands N/F Samantha & Matthew Bloch and Block 22A, Unit 075, lands N/F Butler Park Condo Assn, North 60° 24' 59" West, for a distance of 16.62 feet to a point, thence;
2. Through said lands of Samantha & Matthew Bloch, North 49° 51' 14" East, for a distance of 47.97 feet to a ¾" rebar found on the dividing line between said lands of Samantha & Matthew Bloch and said lands of Butler Park Condo Assn, thence;
3. Along said dividing line, South 29° 35' 01" West, for a chord distance of 45.00 feet to the POINT AND PLACE OF BEGINNING.

Containing 374 square feet or 0.01 acres, more or less.

Attached hereto as Exhibit 'A' is a plan entitled "Easement Exhibit Plan, Ambler Borough Water Department, Well 14 Manganese & PFAS Treatment System, Upper Dublin Township, Montgomery County, Pennsylvania", prepared by Gilmore & Associates, Inc., New Britain, Pennsylvania, dated May 22, 2025, and by this reference made a part hereof.

Dated: May 22, 2025
File No.: 21-04054-01
Prepared by: Russell T. Cross, Professional Land Surveyor
Pennsylvania License No.: SU075552
RTC/dm



UPPER DUBLIN
TOWNSHIP
CODE ENFORCEMENT

Upper Dublin Township
Code Enforcement Department
370 Commerce Drive
Fort Washington, PA 19034
215-643-1600 x8070
permits@upperdublin.net

Invoice

| | |
|----------|-----------|
| Date | Invoice # |
| 1/6/2025 | 4161 |

PAID
01/06/2025

| | |
|--|--|
| Invoice To: Borough of Ambler 131 Rosemary Avenue Ambler, PA. 19002 | Property Address: 133 Hampstead Drive |
| | Invoice prepared by: Geri Bauer, 215-643-1600 x3205 |

| Description | Amount |
|---|----------|
| Zoning Hearing Board Fees PD.Check No. 4542-1-6-25 | 1,500.00 |

| | | |
|---|--------------------------|-------------|
| <p>PAYMENT IS DUE UPON RECEIPT. Cash, checks made payable to "Upper Dublin Township", or credit cards are accepted. A processing fee of 2.5% will be added to all credit card payments. Contact us at 215-643-1600 x8070 to pay over the phone with a credit card.</p> | Total due | \$1,500.00 |
| | Payments received | -\$1,500.00 |
| | Balance due | \$0.00 |

ADDITIONAL FEES MAY BE INVOICED SEPARATELY FOR, INCLUDING BUT NOT LIMITED TO, PLAN REVIEW, SPECIAL INSPECTION MONITORING, CONSULTANT FEES, PRINTING OF DIGITAL PLANS, ADDITIONAL PERMITS, ETC. Payment of the permit fee does not constitute issuance of a permit. After the permit application has been reviewed, approved, and processed, the permit(s) will be emailed to the property owner and contractor. If any work commences before permit issuance, late fees will be charged.



UPPER DUBLIN T O W N S H I P

370 Commerce Drive
Fort Washington, PA 19034-2617
Phone: (215) 643-1600
Fax: (215) 542-0797
www.upperdublin.net

136

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Zoning Hearing Board of Upper Dublin Township will hold a meeting as required by the Township's Zoning Ordinance at the **Upper Dublin Public Library, Shanis Auditorium, 520 Virginia Drive, Fort Washington, PA 19034** on **November 24, 2025, at 7:30 PM**. During this meeting an application concerning the following will be heard:

#2628 Ambler Borough of 131 Rosemary Avenue, Ambler, PA 19002 for the property at 1116 E. Butler Pike, Amber, PA 19002 requests a special exception pursuant to Upper Dublin Township Zoning Code Section 255-39.(A)5(c) to allow a public utility facility to be located in a residential district. The Applicant also requests the following variances in relation to the proposed water treatment facility: a variance from Section 255-49.D.(1)(a) to allow an ultimate right-of-way setback of 68.96 where 75 feet is required, a variance from Section 255-49.D(1)(b). to allow a tract setback of 7.77 feet where 50 feet is required; from Section 255-49.D(2)(a) to allow a front yard setback from each street or common parking area of 19.37 feet where 30 feet is required; from Section 255-49.D(2)(c) to allow a rear yard setback of 7.77 feet where 20 feet is required, and from Section 255-39.A(6). The Property is Zoned MD- Multi Dwelling and Floodplain Conservation District. Potential vote upon Application #2628.

All letters, emails and other writings from neighbors or citizens, whether of support or opposition, must be received by the Township by the end of the business day immediately preceding the day of the hearing, otherwise they will not be recognized at such hearing.

All written public comments may be emailed to meeting@upperdublin.net. Those emails must be addressed to the Zoning Hearing Board in the subject line and your full name and address must be included in the body of the email. Anyone with questions must attend the hearings in person. In-person public comments are limited to no more than 5 minutes for each speaker.

If you are a person with a disability and wish to attend the hearing scheduled for this date and require an auxiliary aid, service, or other accommodation to participate in the proceedings, please contact the Township at (215) 643-1600 to discuss how Upper Dublin Township may best accommodate your needs.

A copy of the application is on file in the Community Planning & Zoning Department and may be seen upon request.

By Order of the Zoning Hearing Board.

Riley McGrath
Zoning Officer & Planning Coordinator
215-643-1600 ex. 3213
rmcgrath@upperdublin.net

Note: There is a 30 day period after the date of the decision for an aggrieved person to file an appeal in court to contest an approval by the Zoning Hearing Board. Applicants that take action on a Zoning Hearing Board Approval during the 30 day appeal period do so at their own risk.

Advertisement Dates: November 9 and November 16, 2025 — *Ambler Gazette*

| | | |
|---|---|--|
| <p>WALTERS GEORGE JAMES & KATHRYN EMILY 1159 HAGUES MILL RD AMBLER PA 19002</p> | <p>SCHILLINGER VOGLER NICOLE &</p> | <p>DIGNEY DONALD & HENRY JANELLE 1128 HAGUES MILL RD AMBLER PA 19002</p> |
| <p>UPPER DUBLIN EVANGELICAL LUTHERAN CHURCH 1300 E BUTLER AVE AMBLER PA 19002</p> | <p>SCHILLINGER-VOGLER NICOLE & 1143 HAGUES MILL RD AMBLER PA 19002</p> | <p>UPPER DUBLIN TOWNSHIP 801 LOCH ALSH AVE FORT WASHINGTON PA 19034</p> |
| <p>GENUARDI CHRISTOPHER & SARA 647 SCHWAB RD HATFIELD PA 19440</p> | <p>MCENTEE LISA A 1139 HAGUES MILL RD AMBLER PA 19002</p> | <p>DANIELS GAIL M 1124 HAGUES MILL RD AMBLER PA 19002</p> |
| <p>CAIRO FRANK J & MARY JO TRUST PO BOX 47 FORT WASHINGTON PA 19034</p> | <p>GERMAN BAPTIST CHURCH TRUSTEES OF THE E BUTLER PIKE FORT WASHINGTON PA 19034</p> | <p>TANMOY RAHUL & SHANCHAREE DEBNATH 1116 HAGUES MILL RD AMBLER PA 19002</p> |
| <p>DILSHEIMER JAMES B & LYONS CASEY MAYER 1155 HAGUES MILL RD AMBLER PA 19002</p> | <p>MERSCHER HEIDI C & 1158 HAGUES MILL RD AMBLER PA 19002</p> | <p>BLOCH SAMANTHA & MATTHEW 1120 E BUTLER PIKE AMBLER PA 19002</p> |
| <p>KELLY KEVIN W & SHERYL B 1135 HAGUES MILL RD AMBLER PA 19002</p> | <p>ROSE VALLEY CEMETERY 961 E BUTLER PIKE AMBLER PA 19002</p> | <p>SONETTO MARK H 1117 E BUTLER PIKE AMBLER PA 19002</p> |
| <p>VERNON DIANE E 1131 HAGUES MILL RD AMBLER PA 19002</p> | <p>JONES JENNIFER A 1150 HAGUES MILL RD AMBLER PA 19002</p> | <p>BUTLER PARK CONDO ASSN 90 HAMPSTEAD DR AMBLER PA 19002</p> |
| <p>MARLOWE CHRISTOPHER S 1151 HAGUES MILL RD AMBLER PA 19002</p> | <p>DUNN CURTIS 1142 HAGUES MILL RD AMBLER PA 19002</p> | <p>BUTLER PARK CONDO ASSN 90 HAMPSTEAD DR AMBLER PA 19002</p> |
| <p>KENNEDY MARY LOU REVOCABLE TRUST THE 1161 HAGUES MILL RD AMBLER PA 19002</p> | <p>UPPER DUBLIN TOWNSHIP 801 LOCH ALSH AVE FT WASHINGTON PA 19034</p> | <p>RUSNIC JAMES R & PAULINE E 1113 E BUTLER PIKE AMBLER PA 19002</p> |
| <p>WEALAND BRADLEY C & DIANE M 1147 HAGUES MILL RD AMBLER PA 19002</p> | <p>SCHILLINGER MICHAEL A & 1134 HAGUES MILL RD AMBLER PA 19002</p> | <p>ROLLER THOMAS & JENNIFER 650 MEADOWBROOK AVE AMBLER PA 19002</p> |

ZANGLE MATTHEW & KRYSTA
1109 E BUTLER PIKE
AMBLER PA 19002

BENCAN JOEL A & CLARISSA C
1105 E BUTLER PIKE
AMBLER PA 19002

BROWN KIMBERLY L
126 HAMPSTEAD DR
AMBLER PA 19002

COIA DANA MARIE
2 CAVENDISH DR
AMBLER PA 19002

CIAVARELLI WILLIAM L
951 E BUTLER PIKE
AMBLER PA 19002

PARISI ROBERT & THOMAS & JOSEPH &
122 HAMPSTEAD RD
AMBLER PA 19002

ARCHER NANCEE C
1 CAVENDISH DR
AMBLER PA 19002

CRERAND JEANNINE
6 CAVENDISH DR
AMBLER PA 19002

SILVERMAN SUSANNA H
121 HAMPSTEAD DR
AMBLER PA 19002

DERRO GIUSEPPE SR & CONCETTA & JOHN
B & MARCO GIUSEPPE & GIUSEPPE JR
401 CHURCH ST
AMBLER PA 19002

KIELY TERENCE M
5 CAVENDISH DR
AMBLER PA 19002

GORDON MELISSA
1252 FORT WASHINGTON AVE
FORT WASHINGTON PA 19034

SAURMAN GEORGE W
129 HAMPSTEAD DR
AMBLER PA 19002

GAYDOS ANN MARIE & PAULINE
672 BETHLEHEM PIKE
FLOURTOWN PA 19031

SEKDORIAN GARY & SELVERIAN RITA
710 WILLOWBEND DR
BLUE BELL PA 19422

SHARFF LINDA MARIE
130 HAMPSTEAD DR
AMBLER PA 19002

NORMAN CAROL A
8 CAVENDISH DR
AMBLER PA 19002

MCGARVEY IAN
123 HAMPSTEAD DR
AMBLER PA 19002

BURRICHTER DENNIS J
131 HAMPSTEAD DR
AMBLER PA 19002

STRATEGIC ASSET HOLDINGS INC
420 S YORK RD STE E
HATBORO PA 19040

MCMAMARA JOHN JR
11 CAVENDISH DR
AMBLER PA 19002

SHIVALINGAIAH SUNIL KUMAR &
103 ST ANDREWS WAY
BLUE BELL PA 19422

GATES DONALD E JR & LINDA R
128 HAMPSTEAD DR
AMBLER PA 19002

PILEGGI ANGELA F
41535 BOSTONIAN PL
ALDIE VA 20105-5647

R W D L INC
1300 BARTON DR
FORT WASHINGTON PA 19034

SELLANI SUSAN M & MARYANN & ROBERT
127 HAMPSTEAD DR
AMBLER PA 19002

THOMPSON JOHN F & KATHLEEN M
652 MEADOWBROOK AVE
AMBLER PA 19002

HUNTOWSKI PATRICIA A
4 CAVENDISH DR
AMBLER PA 19002

BRODSKY-DEDIEU AMANDA A
9 CAVENDISH DR UNIT 9
AMBLER PA 19002

LEE SONG H & DANIELLE S
654 MEADOWBROOK AVE
AMBLER PA 19002

ELEAZER ANNA VONN & BRANDON
14 CAVENDISH DR
AMBLER PA 19002

KUGELMAN NEIL H
802 HARSTON LN
ERDENHEIM PA 19038

KRAVCHENKO OLENA V
101 HAMPSTEAD DR UNIT 101
AMBLER PA 19002

PASQUALE THOMAS C & AMY M
656 MEADOWBROOK AVE
AMBLER PA 19002

MOYER EMILY DOREEN
99 HAMPSTEAD DR UNIT 99
AMBLER PA 19002

DROTAR MATTHIEU
113 HAMPSTEAD DR
AMBLER PA 19002

MURPHY WILLIAM W & SUZANNE V
1217 BOREALIS CT
FORKED RIVER NJ 08731

PARISI JAMES G & SUELLEN B
535 ELKINS AVE
ELKINS PARK PA 19027

DUVAL ALYSSA M & SCHILKE KENNETH M
115 HAMPSTEAD DR
AMBLER PA 19002

KUNZ ANTHONY W
648 MEADOWBROOK AVE
AMBLER PA 19002

HILL MARK MILTON & MICHELE E W
117 HAMPSTEAD DR
AMBLER PA 19002

CRUSEMIRE CRAIG & KRISTA
646 MEADOWBROOK AVE
AMBLER PA 19002

SHEDDEN CAROL M
658 MEADOWBROOK AVE
AMBLER PA 19002

ELTERICH LOUISE A TRUSTEE
119 HAMPSTEAD DR
AMBLER PA 19002

CAVENDISH RENTAL LLC
310 MARVIN RD
ELKINS PARK PA 19027

PALUMBO THOMAS J & CAROLYN
1101 E BUTLER PIKE
AMBLER PA 19002

ARNOLD ROBIN P
100 HAMPSTEAD DR
AMBLER PA 19002

JENNIFER JONES
1150 HAGUES MILL RD
AMBLER PA 19002

ALLDRED EDWARD
15 CAVENDISH DR
AMBLER PA 19002

WANG YIFAN & LAI ZHENG
17 CAVENDISH DR
AMBLER PA 19002

VIGNAU MATTHEW T
102 HAMPSTEAD DR
AMBLER PA 19002

FARLEY ALLEN J & DONNA M
660 MEADOWBROOK AVE
AMBLER PA 19002

THOMAS ELIZABETH E & EADS JOHN T JR
37 PORT ROYAL WAY
PENSACOLA FL 32502

NUGENT GEORGE R & DORETTE A
20 CAVENDISH DR
AMBLER PA 19002

LARUE BEVERLY
16 CAVENDISH DR
AMBLER PA 19002

GORRE ELSA
118 HAMPSTEAD DR UNIT 118
AMBLER PA 19002

RANDAZZO LOGAN & BRIAN D
21 CAVENDISH DR
AMBLER PA 19002

GIRONDO ANGELA
97 HAMPSTEAD DR
AMBLER PA 19002

MCCABE SEAN & KEVIN R
18 CAVENDISH DR
AMBLER PA 19002

BRIGHTCLIFFE WILLIAM & ELAINE
103 HAMPSTEAD DR
AMBLER PA 19002

BOGGS LEE
1006 E BUTLER PIKE
AMBLER PA 19002

SHAJI SHOBITHA & OOMMEN ASHIK JACOB
24 CAVENDISH DR
AMBLER PA 19002

CRUICKSHANK SIMONE
110 HAMPSTEAD DR UNIT 110
AMBLER PA 19002

SCOTT MELANIE A
38 CAVENDISH DR
AMBLER PA 19002

CLAYBORNE THOMAS J
32 CAVENDISH DR
AMBLER PA 19002

STUBANAS CHRISTINA M
657 MEADOWBROOK AVE
AMBLER PA 19002

REYNOLDS THOMAS HANLEY & SJOSTROM
ANNE E
865 SUNNYHILLS RD
OAKLAND CA 94610

BEAL GERALD J
33 CAVENDISH DR
MAPLE GLEN PA 19002

MESSANT MAGALI I
28 CAVENDISH DR
AMBLER PA 19002

SZCZUREK MATTHEW
36 CAVENDISH DR
AMBLER PA 19002

WOLFF KIERAN & SHARAFI KALILA
105 HAMPSTEAD DR
AMBLER PA 19002

COLLINS CATHERINE M
29 CAVENDISH DR
AMBLER PA 19002

PARISI JAMES G & SUELLEN
535 ELKINS AVE
ELKINS PARK PA 19027

SYLVESTER JOHN KENNEDY
107 HAMPSTEAD DR UNIT 107
AMBLER PA 19002

GIBSON JAYNE G
109 HAMPSTEAD DR
AMBLER PA 19002

TAFARO COURTNEY BETH
104 HAMPSTEAD DR UNIT 104
AMBLER PA 19002

HECKLER HARRY L JR & DEBORAH L
655 MEADOWBROOK AVE
AMBLER PA 19002

SCHAEFER JAMES B
111 HAMPSTEAD DR
AMBLER PA 19002

FATIMA TANZIN & CHOWDHURY ASHRAF
23 CAVENDISH DR
AMBLER PA 19002

HOOT CHEW C & MATTHEW H
644 MEADOWBROOK AVE
AMBLER PA 19002

CHOO SEO BAIK & EMILY J
659 MEADOWBROOK AVE
AMBLER PA 19002

HOFFMAN BRIAN
35 CAVENDISH DR
AMBLER PA 19002

LL ASSETS LLC
920 GERMANTOWN PIKE STE 210
PLYMOUTH MEETING PA 19462

BROOKS TERI & GIOVANNI
1175 AVENIDA ESTEBAN
ENCINITAS CA 92024

SCHECHTER TERRI L
155 VALLEYVIEW DR
EXTON PA 19341

MCKINSEY EDWARD P JR
31 CAVENDISH DR
AMBLER PA 19002

LEAHY KATHERINE
1004 E BUTLER PIKE
AMBLER PA 19002

HINES JOHN
106 HAMPSTEAD DR
AMBLER PA 19002

HAUCK MACIE
108 HAMPSTEAD DR
AMBLER PA 19002

BLACKWELL SANDRA & COLEMAN ANGELA
27 CAVENDISH DR
AMBLER PA 19002

CABELL KENNETH L
112 HAMPSTEAD DR
AMBLER PA 19002

ROTHENHEBER KAREN S & PHILIP H
96 HAMPSTEAD DR
AMBLER PA 19002

IANNI CHRISTOPHER C
502 SEMINOLE GARDENS
AMBLER PA 19002

EAGONO JOSEPH N &
661 MEADOWBROOK AVE
AMBLER PA 19002

CARROZZA ELIZABETH A
53 CAVENDISH DR
AMBLER PA 19002

HARKINS JOHN & MARIANNE
119 ATWOOD RD
ERDENHEIM PA 19038-7301

COLLINS EILEEN M
25 CAVENDISH DR
AMBLER PA 19002

APRICOT WINDS INVESTING LLC
511 GERMANTOWN PIKE SUITE C
LAFAYETTE HILL PA 19444

EVEN BERNADETTE R
92 HAMPSTEAD DR
AMBLER PA 19002

REGETTA HELENE E
39 CAVENDISH DR
AMBLER PA 19002

AYDP ENTERPRISES LLC
309 WYNSTONE CT
COLMAR PA 18915

RUESCHER SUSAN
45 CAVENDISH DR
AMBLER PA 19002

JOHNSON DANIEL JAMES
40 CAVENDISH DR
AMBLER PA 19002

COAR LOIS S TR
43 CAVENDISH DR
AMBLER PA 19002

TOWNSEND PATRICIA
46 CAVENDISH DR
AMBLER PA 19002

BOLAND KEVIN J & KATHLEEN
653 MEADOWBROOK AVE
AMBLER PA 19002

LIN GUANGZHI & DONG XIAO
44 CAVENDISH DR
AMBLER PA 19002

CERINO CHARLES & NANCY & BETH
91 HAMPSTEAD DR
AMBLER PA 19002

BUTLER HERMAN & BLANCHE C
41 CAVENDISH DR
AMBLER PA 19002

CARRASCAL LUISA
94 HAMPSTEAD DR
AMBLER PA 19002

IDI JOHN & WHITEHEAD JEANETTE
1000 BUTLER AVE
AMBLER PA 19002

INAGANTI SALINI & BLACK MATTHEW
42 CAVENDISH DR
AMBLER PA 19002

DALY ELIZABETH B
93 HAMPSTEAD DR
AMBLER PA 19002

DUONG FAMILY TRUST THE
651 MEADOWBROOK AVE
AMBLER PA 19002

CASHORE DONALD G JR & ANTONIA G
1002 E BUTLER PIKE
AMBLER PA 19002

MACCABE SEAN
51 CAVENDISH DR
AMBLER PA 19002

JONES JENNIFER A
1150 HAGUES MILL RD
AMBLER PA 19002

PESAVENTO ROBERT J & THOMSON YVONN
642 MEADOWBROOK AVE
AMBLER PA 19002

CINALLI ROBERT A & SUSAN W
8601 ELLISTON DR
WYNDMOOR PA 19038

WEISS ROBERT SUPPLEMENTAL NEEDS TR
45 FIELDSTONE LN
HORSHAM PA 19044

JONES MARCELLA A & JENNIFER A
1150 HAGUES MILL RD
AMBLER PA 19002

ALLEN GWENN M
70 CAVENDISH DR
AMBLER PA 19002

BUSSART BARBARA F REVOCABLE TRUST
THE &
335 HIGHLAND AVE
AMBLER PA 19002

GEMMILL DOUGLAS A
49 CAVENDISH DR
AMBLER PA 19002

REGAN SARAH E
80 HAMPSTEAD DR
AMBLER PA 19002

MCFADDEN JULIA
508 E VALLEY GREEN RD
FLOURTOWN PA 19031

PARKS JAMES R
50 CAVENDISH DR
AMBLER PA 19002

HAGGERTY EDWARD PATRICK &
47 CAVENDISH DR
AMBLER PA 19002

SOWDEN TIMOTHY
11 HORSETRAIL LN
BLUE BELL PA 19422

CORR SUSAN A
HAMPSTEAD DR UNIT 90
AMBLER PA 19002

BORTMAN LAURA S
48 CAVENDISH DR
AMBLER PA 19002

FROBESE DANA JEAN
86 HAMPSTEAD DR
AMBLER PA 19002

DAVIS GLORIA A
75 HAMPSTEAD DR
AMBLER PA 19002

MCNULTY JAMES P & KATHLEEN A
1230 CEDAR RD
AMBLER PA 19002

BROWNHOLTZ ANNE C
88 HAMPSTEAD DR
AMBLER PA 19002

DANDEGIAN LISA ROSE
78 HAMPSTEAD DR
AMBLER PA 19002-4944

GILBERT MARGARET
79 HAMPSTEAD DR
AMBLER PA 19002

KIRNSTETTER GAIL E
63 CAVENDISH DR
AMBLER PA 19002

ALLGYER NICHOLAS & CONSTANCE
640 MEADOWBROOK AVE
AMBLER PA 19002

MORAN PATRICIA E
82 HAMPSTEAD DR
AMBLER PA 19002

CONDASH NADINE DENISE
65 CAVENDISH DR
AMBLER PA 19002

FERRY JANET ROBERTSON
89 HEMPSTEAD DR
AMBLER PA 19002

JONES MARCELLA A & JENNIFER A
1150 HAGUES MILL RD
AMBLER PA 19002

LIGHTNING RENOVATIONS COMPANY
85 HAMPSTEAD DR
AMBLER PA 19002

JONES JENNIFER A
1150 HAGUES MILL RD
AMBLER PA 19002

KENNEDY JOSEPH B
68 CAVENDISH DR UNIT 68
AMBLER PA 19002

SCHIFFELBEIN RANDALL D & JENNIFER F
649 MEADOWBROOK AVE
AMBLER PA 19002

KARULIN NIKOLAY & KARULINA MARINA
30 KAREN DR
MALVERN PA 19355

STRATEGIC ASSET HOLDINGS INC
420 S YORK RD STE E
HATBORO PA 19040

PODDER JENNIFER
438 GREENWOOD AVE
WYNCOTE PA 19095

BROITMAN PAMELA
64 CAVENDISH DR
AMBLER PA 19002

LEE JONGTAE & SONSU
530 MEADOWBROOK AVE
AMBLER PA 19002

KNAPPENBERGER PETER & MERONEY
SANDRA
546 MEADOWBROOK AVE
AMBLER PA 19002

ANEJA KAWALPREET K
87 HAMPSTEAD DR
AMBLER PA 19002

HEINRICH KRISTA L
422 FAIRVIEW AVE
AMBLER PA 19002

MEADOWBROOK TWIN PARTNERS LLC
419 N YORK RD
HATBORO PA 19040

KHAN IREEN
638 MEADOWBROOK AVE
AMBLER PA 19002

WALPER ROBERT
1653 CAVAN DR
DRESHER PA 19025

BRASS FRANK H III & RAWIDA N
564 MEADOWBROOK AVE
AMBLER PA 19002

SHIVALINGAIAH SUNIL KUMAR &
103 ST ANDREWS WAY
BLUE BELL PA 19422

MERENDA DOMINIC & LISA A
647 MEADOWBROOK AVE
AMBLER PA 19002

FAUST MARGARET A & BALCH MATTHEW E
548 MEADOWBROOK AVE
AMBLER PA 19002

BROWNHOLTZ MICHAEL
61 CAVENDISH DR
AMBLER PA 19002

WINNING THOMAS G JR
534 MEADOWBROOK AVE UNIT A
AMBLER PA 19002

SULLIVAN THEODORE R & DOLORES
523 MEADOWBROOK AVE
AMBLER PA 19002

STERN STEPHEN C & SAMANTHA P
936 E BUTLER PIKE
AMBLER PA 19002

OBINE TIMOTHY & ALISA
636 MEADOWBROOK AVE
AMBLER PA 19002

GALLAGHER JULIA ANN & MATTHEW JAMES
645 MEADOWBROOK AVE
AMBLER PA 19002

MISCONI AL HAKAM & MISCONI YOUSIF
60 CAVENDISH DR UNIT 60
AMBLER PA 19002

BRASS FRANCIS H JR & MARGARET V &
560 MEADOWBROOK AVE
AMBLER PA 19002

HEGARTY BRIAN J & MEGAN E
550 MEADOWBROOK AVE
AMBLER PA 19002

BEVIVINO VINCENT & MARY
308 ROSEMARY AVE
AMBLER PA 19002

LUBOLD NICHOLAS C & JILL N
538 MEADOWBROOK AVE
AMBLER PA 19002

ROBERTS CHRISTINE J
527 MEADOWBROOK AVE
AMBLER PA 19002

CONTRACTOR TAHMEED & SHROFF NAMITA
55 CAVENDISH DR
AMBLER PA 19002

SWINAND ROBERT M
634 MEADOWBROOK AVE
AMBLER PA 19002

STEIGERWALD JOHN M & MICHELLE ANN
643 MEADOWBROOK AVE
AMBLER PA 19002

CARVER BRIAN
57 CAVENDISH DR
AMBLER PA 19002

DECASTRO EILEEN & DANIEL
934 E BUTLER PIKE
AMBLER PA 19002

COSTA MARIE
915 E BUTLER PIKE
AMBLER PA 19002

LORENZ KYLE & LORENZ LEO JOHN III
175 ROBERTS AVE
GLENSIDE PA 19038

BAKER MANASI CHAWATHE & KEITH
543 MEADOWBROOK AVE
AMBLER PA 19002

NOVAK PAULINE L & ANDREW & MARIA
555 MEADOWBROOK AVE
AMBLER PA 19002

DENARDO LAURA
531 MEADOWBROOK AVE
AMBLER PA 19002

MCFADDEN JAMES J & ELIZABETH A &
279 SHORT HILLS RD
BRIDGEWATER NJ 08807

PRIOR THOMAS W
614 -B MEADOWBROOK AVE
AMBLER PA 19002

NOON JAMES B & DEBRA A
632 MEADOWBROOK AVE
AMBLER PA 19002

BRENNAN MOLLY & STOFKO ADAM
549 CATHERINE ST
AMBLER PA 19002

MCCALL KEITH F & KAREN R
565 MEADOWBROOK AVE
AMBLER PA 19002

WOELFEL ELIZABETH J & FRAZER CHERYL
ANN
535 MEADOWBROOK AVE
AMBLER PA 19002

CARVER SCOTT M & ERICA J
545 CATHERINE ST
AMBLER PA 19002

GUIDI ENZO P & GENE F
1301 BETHLEHEM PIKE
AMBLER PA 19002

CENIVIVA GEORGE J
1926 FLEMING AVE
WILLOW GROVE PA 19090

WILLOX JOHN THOMAS
920 E BUTLER PIKE
AMBLER PA 19002

SNYDER RYAN S & ELANA A
553 CATHERINE ST
AMBLER PA 19002

DUBLIN ESTATES LLC
543 MEADOWBROOK AVE
AMBLER PA 19002

MAURIO JERRY & JOANN
977 LIMEKILN RD
DOYLESTOWN PA 18901

CDW LLC
1245 OLD YORK RD
WARMINSTER PA 18974

WASEKANES THOMAS J & ANN C
PO BOX 313
BRYN ATHYN PA 19009-0313

SPIGELMYER WILLIAM & ELIZABETH
910 WHITNEY LN
MAPLE GLEN PA 19002

LAFFERTY JOHN M & LAFFERTY FAMILY TR
5 HORSETRAIL LN
BLUE BELL PA 19422

BOTTO PAUL JAMES
922 E BUTLER PIKE
AMBLER PA 19002

NOVAK ANDREW & MARIA
555 MEADOWBROOK AVE
AMBLER PA 19002

PALMER LANGDON JR & RUTH BAUGHER
17 SHELLY LN
FORT WASHINGTON PA 19034

PHIFER JENNIFER A
630 MEADOWBROOK AVE
AMBLER PA 19002

STEELEY CORY JACK &
628 MEADOWBROOK AVE
AMBLER PA 19002

CASEY ERYN
5 DOUGLASS ST
AMBLER PA 19002

WATKINS PATRICK S & AMANDA L
539 MEADOWBROOK AVE
AMBLER PA 19002

MIICK RONALD & POLLAK NATASHA
610 MEADOWBROOK AVE
AMBLER PA 19002

MCGILL DANIEL M & CHARLOTTE S
203 TRELIS DR
WARRINGTON PA 18976

BERGER NATALIE E
7 DOUGLASS ST
AMBLER PA 19002

SULLIVAN CHRISTOPHER A &
318 BEECHMONT RD
AMBLER PA 19002

CONTE PATRICK J & ELIZABETH M
29 DOUGLASS ST
AMBLER PA 19002

DINAPOLI F MICHAEL
1028 DENSTON DR
AMBLER PA 19002

MURRAY NOLAN P
15 DOUGLASS ST
AMBLER PA 19002

INTERRANTE DAMIAN & MURRAY NOLAN P
&
21 DOUGLASS ST
AMBLER PA 19002

NOVAK ANDREW & MARIA
555 MEADOWBROOK AVE
AMBLER PA 19002

CHRISTIANSEN PATRICE
900 HOMESTEAD LN
AMBLER PA 19002

CONTE PATRICK J & ELIZABETH M
PO BOX 237
AMBLER PA 19002

ROSS MARLENE V & STEVEN W
4 DOUGLASS ST UNIT A
AMBLER PA 19002-4942

BUCKLEY DANIEL P & AMANDA J
570 HOMESTEAD LN
AMBLER PA 19002

UPPER DUBLIN TOWNSHIP
801 LOCH ALSH AVE
FORT WASHINGTON PA 19034

KELLER BRADLEY K & MOIRA T
11 DOUGLASS ST
AMBLER PA 19002

NOVAK ANDREW & MARIA
555 MEADOWBROOK AVE
AMBLER PA 19002

CONTE PATRICK J & ELIZABETH M
29 DOUGLASS ST
AMBLER PA 19002

MCINERNEY MARYKATE
4 DOUGLASS ST UNIT B
AMBLER PA 19002

MULREANEY STEPHANIE L & OTT MATTHEW
W
111 SHADY HILL DR
CHALFONT PA 18914

IRWIN ELIZABETH
36 WINGED FOOT DR
READING PA 19067

NOVAK ANDREW & MARIA
555 MEADOWBROOK AVE
AMBLER PA 19002

HOLT CANDICE
16 DOUGLASS ST
AMBLER PA 19002

PECK DESMOND S &
610 ARGYLE AVE
AMBLER PA 19002

LAFFERTY JOHN M & LAFFERTY FAMILY TR
5 HORSETRAIL LN
BLUE BELL PA 19422

CONTE MICHAEL J & JESSICA ANN
27 DOUGLASS ST
AMBLER PA 19002

KRAFT MARIE
20 WHITPAIN DR
AMBLER PA 19002

LOCHETTO JOSEPH A & ANTOINETTE M
1304 KIRKS LN
DRESHER PA 19025

DIEBOLT ZACHARY & CAILIN
19 DOUGLASS ST
AMBLER PA 19002

CILIO MARIA EILEEN
558 ARGYLE AVE
AMBLER PA 19002

CONTE PATRICK J & ELIZABETH M
PO BOX 237
AMBLER PA 19002

MURRAY NOLAN P
21 DOUGLASS ST
AMBLER PA 19002

LEWELLEN JAY T & ADRIANA C
556 ARGYLE AVE
AMBLER PA 19002

TINO NICHOLAS R JR & THERESA M
615 ARDROSS AVE
AMBLER PA 19002

ROONEY CORY J & KROMDYK CAITLYN
552 ARGYLE AVE
AMBLER PA 19002-4905

REALE MICHELLE
550 ARGYLE AVE
AMBLER PA 19002

LEWIS RENA & EMENIMADU ISHICHELI K
2105 LINCOLN DR EAST
AMBLER PA 19002

Posted 11/17/25

NOTICE OF PUBLIC HEARING

BEFORE Zoning Hearing Board
UPPER DUBLIN TWP., MONTG. CO., PA

2628

A hearing will be held on the application of:

Ambler Borough

in the Shanis Auditorium at Upper Dublin Township Library, 520 Virginia Drive, Fort Washington, PA. 19034, to hear & take testimony on the following application:

Monday, November 24, 2025 @ 7:30 P.M.

The property involved is on:

1116 E. Butler Pike, Amber, PA 19002

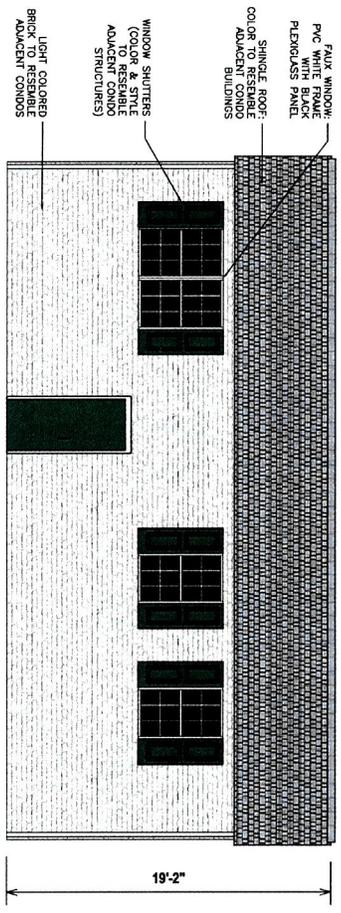
#2628 Ambler Borough of 131 Rosemary Avenue, Ambler, PA 19002 for the property at 1116 E. Butler Pike, Amber, PA 19002 requests a special exception pursuant to Upper Dublin Township Zoning Code Section 255-39.(A)5(c) to allow a public utility facility to be located in a residential district. The Applicant also requests the following variances in relation to the proposed water treatment facility: a variance from Section 255-49.D.(1)(a) to allow an ultimate right-of-way setback of 68.96 where 75 feet is required, a variance from Section 255-49.D(1)(b). to allow a tract setback of 7.77 feet where 50 feet is required; from Section 255-49.D(2)(a) to allow a front yard setback from each street or common parking area of 19.37 feet where 30 feet is required; from Section 255-49.D(2)(c) to allow a rear yard setback of 7.77 feet where 20 feet is required, and from Section 255-39.A(6). The Property is Zoned MD-Multi Dwelling and Floodplain Conservation District. Potential vote upon Application #2628.

Zoning Hearing Board of Upper Dublin Township

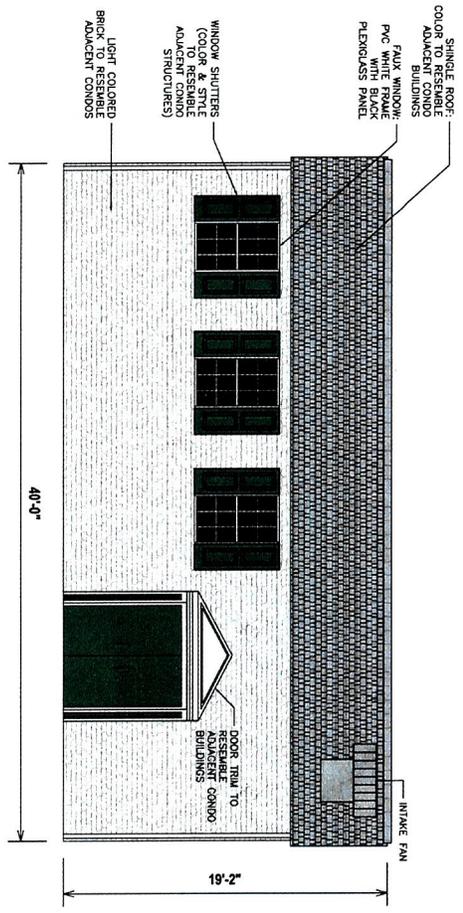
By: **Riley McGrath, Zoning Officer**
Upper Dublin Township @ Commerce
370 Commerce Drive, Fort Washington, PA 19034
rmcgrath@upperdublin.net

Nov 17, 2025 at 11:30:28 AM
1120 E Butler Pike
Ambler PA 19002
United States

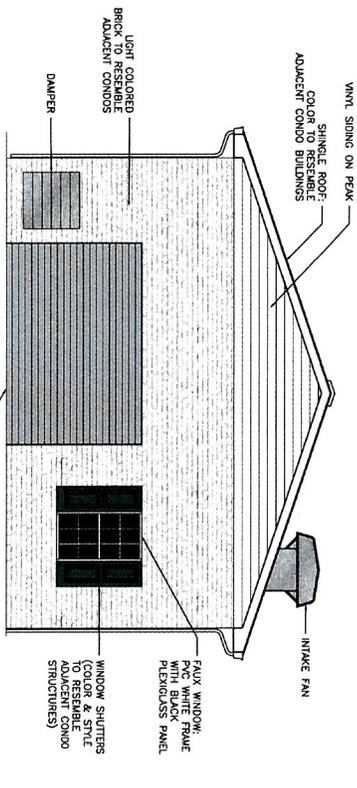




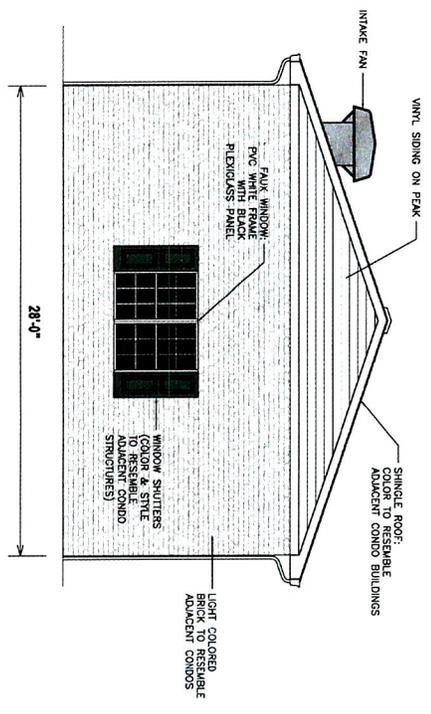
NORTH (REAR) ELEVATION



SOUTH (FRONT) ELEVATION



WEST ELEVATION



EAST ELEVATION

| | | |
|--|--|---|
| <p>GILMORE & ASSOCIATES, INC. ENGINEERING & CONSULTING SERVICES</p> <p>151 EAST WATKINS AVENUE, SUITE 100, NEW BRUNSWICK, NJ 08901-2121 908-410-1100 www.gilmoreand.com</p> <p>ONLY THOSE PLANS INCORPORATING THE PROFESSIONAL SEAL SHOULD BE CONSIDERED OFFICIAL AND RELIED UPON BY USER. THIS PLAN IS PREPARED SPECIFICALLY FOR THE CLIENT AND PROJECT DESCRIBED HEREON. MODIFICATION, REVISION, DUPLICATION OR USE WITHOUT THE CONSENT OF GILMORE & ASSOCIATES, INC. IS PROHIBITED. © COPYRIGHT 2025 GILMORE & ASSOCIATES, INC. ALL RIGHTS RESERVED.</p> | <p>EXHIBIT</p> <p>WELL 14 MANGANESE & PFAS TREATMENT SYSTEM</p> <p>UPPER DUBLIN TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA</p> | <p>REV. DESCRIPTION DATE BY</p> |
| | <p>ELEVATION VIEWS</p> | <p>PROJECT: 21-00481-01</p> <p>OWNER: WESTPHALIA WATER SUPPLY AUTHORITY</p> <p>DESIGNER: GILMORE & ASSOCIATES, INC.</p> <p>DATE: 10/13/25</p> <p>SCALE: AS SHOWN</p> <p>DRAWN BY: COREN</p> <p>CHECKED BY: COREN</p> <p>SHEET NO.: 1 OF 1</p> |

NOT FOR CONSTRUCTION

Butler Park Condominium Association

October 10, 2025

Please allow this letter to confirm that our Condominium Association authorizes the Borough of Ambler to proceed with a zoning application in connection with its planned expansion of a drinking water treatment facility on land owned by the COA and over which Ambler has an easement for the original building and additional easements for the expansion work subject to the terms agreed upon.

If you need any further information, please feel free to contact me.

Best Regards,

Mary Sclafani
Community Manager

Cc: Butler Park BOD
Stefan Richter, Esq.

Butler Park Condominium Association
c/o Danella Realty & Management Co.
P. O. Box 1017
Blue Bell, PA 19422
(610) 834 – 6200, (610) 834 – 6204 Fax

McGrath, Riley

From: Conte, Jesse
Sent: Monday, November 17, 2025 7:38 AM
To: McGrath, Riley; Gerardi, Jake
Cc: Lohoefer, Rebecca
Subject: FW: Zoning Hearing Board

JESSE CONTE

*Assistant to the Manager/Special Projects Coordinator
Upper Dublin Township
370 Commerce Drive, Fort Washington, PA 19034*

O 215.643.1600 x3220
E jconte@upperdublin.net
W www.upperdublin.net



UPPER DUBLIN
TOWNSHIP
Stronger Together

From: samantha.bloch727 <samantha.bloch727@gmail.com>
Sent: Sunday, November 16, 2025 6:44 PM
To: Meeting <meeting@upperdublin.net>
Cc: matthew bloch <chefmattbloch@gmail.com>
Subject: Zoning Hearing Board

Some people who received this message don't often get email from samantha.bloch727@gmail.com. [Learn why this is important](#)

CAUTION: [This is an External Email. Do not click links or open attachments unless you recognize the sender and know the content is safe]. 🐼 🐼

Good Evening,

We are writing this letter in regards to the Ambler Borough Project at 1116 E. Butler Pike. Initially we were opposed to this project, but after meeting with numerous officials of Ambler, we are now in favor of the project. This will bring better water quality to all of our neighbors and with the design and landscaping proposed, a much better visual aesthetic than what is currently sitting on the site.

We share a property line and driveway with the well station as we live at 1120 E. Butler Pike. Ambler is well aware that our only condition with the expansion project is that the driveway can not be blocked at any time

to allow us a quick exit from our home. Since this condition was agreed upon, we have no issues with the project to take place.

Thank you,
Samantha and Matthew Bloch
1120 E. Butler Pike
Ambler, PA 19002

Sent via the Samsung Galaxy Z Fold5, an AT&T 5G smartphone