



# The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

Township Bldg., 1510 Paper Mill Rd., Wyndmoor, PA 19038

website: [www.SpringfieldMontco.org](http://www.SpringfieldMontco.org) Phone: 215-836-7600

Fax: 215-836-7180

## COMMISSIONERS

James M. Lee  
*President*

Baird M. Standish  
*Vice President*

Peter D. Wilson  
Eddie T. Graham  
Michael E. Maxwell  
Jonathan C. Cobb  
Susanna O. Ratsavong

## OFFICERS

A. Michael Taylor  
*Secretary-Manager*

James J. Garrity  
*Solicitor*

Joelle Klehman  
*Treasurer / Tax Collector*

Timothy P. Woodrow, PE  
*Engineer*

## Zoning Hearing Board Notice

Notice is hereby given that the Zoning Hearing Board of Springfield Township, Montgomery County, will hold a meeting as required by the Township's Zoning Ordinance. This meeting will be in the Boardroom of the Springfield Township Administration Building, located at 1510 Paper Mill Road, Wyndmoor, PA 19038.

**Monday, February 27, 2023** at 7:00 p.m. at which time a public meeting will commence on the following application:

**Case #23-01:** This is the application of Ms. Mary O. Whitman, owner of property located at 401 Station Avenue, Glenside, PA 19038 known as Parcel #5200-1650-1007. The applicant seeks a variance from Section 114-135.A of the Springfield Township Zoning Ordinance. The applicant has requested approval for the installation of a six foot high aluminum spaced picket fence along a portion of the front property line adjoining S. fairway Road. Six foot high fencing is required to maintain a 15 foot setback from the front property line. The property is zoned within the A-Residential District of Ward #7 of Springfield Township.

A copy of the application and information submitted for this application is on file in the Community Development Office and may be reviewed during normal business hours. In addition, all information submitted is posted on our website @springfieldmontco.org.

By Order of the Springfield Township  
Zoning Hearing Board  
Mark A. Penecale  
Director of Planning & Zoning

THERE IS A 30 DAYS PERIOD AFTER THE DATE THE DECISION IS RENDERED FOR ANY AND ALL AGGRIEVED PERSONS TO FILE AN APPEAL IN THE APPROPRIATE COURT TO CONTEST THE ACTIONS OF THE ZONING HEARING BOARD. APPLICANTS THAT TAKE ACTION ON ANY ZONING HEARING BOARD APPROVAL DURING THE 30 DAY APPEAL PERIOD, DO SO AT THEIR OWN RISK.

TOWNSHIP OF SPRINGFIELD  
MONTGOMERY COUNTY  
1510 PAPER MILL ROAD  
WYNDMOOR, PA 19038

NO. 23-01

DATE: 1/20/23

**PETITION**

**SPRINGFIELD TOWNSHIP ZONING HEARING BOARD**

We Mary O. Whitman  
(Name of Applicant)

Of (Address) 401 Station Avenue, Glenside, PA 19038

(Telephone No.) 215-885-0382

do hereby make application before the Springfield Township Zoning Hearing Board to request:

       An **appeal** from the decision of the Zoning/Building Official.

       A **special exception** as provided for in Article       , Section       ,  
Subsection       , of the Springfield Township Zoning Code.

  X   A **variance** from the requirements set forth in Article 114, Section 135,  
Subsection A, of the Springfield Township Zoning Code.

       Other (please specify)       

The property concerned is located at 401 Station Avenue, Glenside, PA 19038

Petitioner's Interest in the property is Owner

Present use of property Single Family Dwelling

---

Explanation of Petition: Variance and Special Exception Requests must meet the statutory guidelines Outlined in Section 114-165 of the Township Zoning Code. The following explanation should indicate Compliance with those guidelines.

I have a new dog that is very active & we live at the intersection of Station Avenue & S.

Fairway Avenue. The proposed fencing would be installed along a portion of the S.

Fairway Avenue frontage. The fencing is proposed to be 6 ft, high, aluminum spaced picket fencing. The proposed fencing would not cause sight obstruction at the

intersection, nor to any of my neighbors. I request this relief based on the fact that

pulling this fencing in 15 feet from my property line on S. Fairway Avenue would reduce my yard area by almost half.

**APPLICANT NOTE:** Petition must be accompanied by eight (8) sets of scaled drawings or plans, Application Fee and a copy of the property deed.

Springfield Township  
Montgomery County  
Received  
  
JAN 20 REC'D  
  
Community Development  
Department  
**Do not write in this space.**

Check #3667  
\$500.00

Applicant's Signature

*Mag O. Whitten*

Owner's Signature

Petition granted.

Petition refused.

The following special conditions are imposed.

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

By Order of the Zoning Hearing Board

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

**TOWNSHIP OF SPRINGFIELD  
COMMUNITY DEVELOPMENT  
ZONING INFORMATION AND FEE SCHEDULE**

**NOTICE TO APPLICANTS WHO WISH TO APPEAR BEFORE  
THE ZONING HEARING BOARD OF SPRINGFIELD TOWNSHIP**

**Application Procedures**

Applicants must complete the standard Petition form **TYPED** and signed in **TRIPLICATE** and file same with the Zoning Officer by the **last day** of the month preceding the public hearing date. The Zoning Board Hearings are normally held on the **fourth Monday** of each month with the exception of a chosen

summer month.

Applications **must** be accompanied by eight (**8**) copies of **scaled** drawings including sketches, or drawings indicating lot lines, building dimensions, yard distances, and any other illustrative data relating to the Petition. Pertinent photographs and letters from immediate neighbors are also helpful for the record but need not be filed unless required by the Zoning Hearing Board.

A copy of the property deed must accompany all applications. **No applications will be accepted without the deed.**

An explanation of the Petition must be provided with specific details on the nature of the Petition, relief being requested, pertinent code sections, lot and setback criteria, etc.

In order for the Zoning Board to grant a special exception and/or variance request, the statutory guidelines outlined in Section 114-165 of the Township Zoning Code must be met. The explanation of the petition should indicate compliance with those guidelines. It is the applicant's responsibility to provide all necessary information pertaining to the petition.

It is required that the Applicant, or in the case of an organization to have one of its corporate officers, be present to testify at the hearing. Applicants have the right to be represented by an attorney.

Petitions are listed on the Zoning Hearing Board Agenda in the date order in which they are received.

In accordance with the **Pennsylvania Municipalities Planning Code, Act 247, Section 908**, it will be necessary for Springfield Township to post notice of this Hearing. Such posting is to be conspicuously displayed on the affected tract of land or building.

## Filing Fees and Costs

Each applicant must pay the requisite application fee when filing a Petition to the Zoning Hearing Board:

1. A filing fee of **\$500.00** shall be required with respect to any Petition dealing exclusively with single or two-family residential property and the residential use, including accessory use thereof. Such a Petition may involve an appeal from a decision of the Zoning Officer, an application for a Special Exception, and/or a Variance or any other appeal the Board is empowered to hear.
2. A filing fee of **\$1,200.00** shall be required with respect to any petition to the Zoning Hearing Board for any matter dealing with non-residential property or the non-residential use thereof, and/or multi-family use.
3. A continuance fee equal to 50% of the application fee will be charged for each continuance that is requested by the applicant.

Filing fees are applied to clerical, advertising, mailing, administrative, legal and stenographic costs associated with the Hearing and are not refundable to Applicant. The filing fee has been established to pay the costs associated with one hearing. In those instances where hearings are continued and the original filing fee and/or continuance fee does not cover the additional costs incurred by the Township, the costs will be assessed upon the Applicant.

Should a written record, including a stenographic transcript, of the proceedings before the Zoning Hearing Board, be appropriate or required, the Applicant or the Appellant, as the case may be, will be billed and required to pay for the costs of preparing such a written record. In such a case there shall not be any credit granted to anyone as a result of the filing fee initially paid.

The Zoning Hearing Board may deem it appropriate to have a stenographic transcript of the proceedings in any matter before it in order that a decision and opinion may be made. In such a case the cost thereof shall be borne initially by the Applicant and thereafter by the Appellant, upon appeal as a part of the cost of the entire written record of the proceedings.

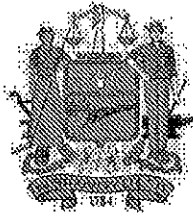
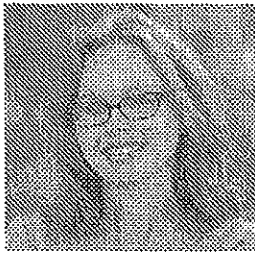
I have read the Application Procedure and the Schedule of Filing Fees and Costs and agree to be bound by the provisions thereof.

MARY WHITMAN

Printed Name of Applicant

Mary O. Whitman

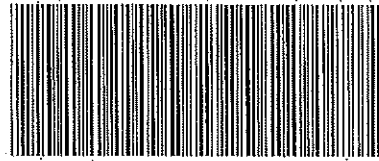
Applicant's Signature and Date



RECORDER OF DEEDS  
MONTGOMERY COUNTY  
*Jeanne Sorg*

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

**DEED BK 6150 PG 00119 to 00124**  
INSTRUMENT # : 2019057158  
RECORDED DATE: 08/21/2019 03:03:04 PM



5669907-00321

**MONTGOMERY COUNTY ROD**

**OFFICIAL RECORDING COVER PAGE**


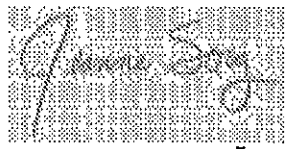
Page 1 of 6

<b>Document Type:</b> Deed	<b>Transaction #:</b> 5895766 - 2 Doc(s)
<b>Document Date:</b> 07/30/2019	<b>Document Page Count:</b> 5
<b>Reference Info:</b>	<b>Operator Id:</b> dawhitner
<b>RETURN TO: (Simplifile)</b> Springfield Abstract 1415 Bethlehem Pike Flourtown, PA 19031 (215) 836-1000	<b>PAID BY:</b> SPRINGFIELD ABSTRACT
<b>* PROPERTY DATA:</b>	
Parcel ID #: 52-00-16501-00-7	
Address: 401 STATION AVE	
	GLENSIDE PA 19038
Municipality: Springfield Township (100%)	
School District: Springfield	
<b>* ASSOCIATED DOCUMENT(S):</b>	

<b>CONSIDERATION/SECURED AMT:</b>	<b>\$479,400.00</b>
<b>TAXABLE AMOUNT:</b>	<b>\$0.00</b>
<b>FEES / TAXES:</b>	
Recording Fee:Deed	\$86.75
Additional Pages Fee	\$2.00
Affordable Housing Pages	\$2.00
<b>Total:</b>	<b>\$90.75</b>

DEED BK 6150 PG 00119 to 00124  
Recorded Date: 08/21/2019 03:03:04 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.

**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:

Springfield Abstract, Inc.  
1415 Bethlehem Pike  
Flourtown, PA 19031

File No. SA-10016

UPI # 52-00-16501-00-7

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
52-00-16501-00-7 SPRINGFIELD TOWNSHIP  
401 STATION AVE  
WHITMAN KATHERINE  
B 064 L 1 U 007 1101 08/20/2019

\$15.00  
JU

Transfer is between siblings and is therefore  
transfer tax exempt.

**This Indenture**, made the 30th day of July, 2019,

**Between**

**WILLIAM MARK WHITMAN, SARAH M. WHITMAN AND MARY O.  
WHITMAN**

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

**MARY O. WHITMAN**

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

**Witnesseth** that in consideration of the sum off **Four Hundred Seventy-Nine Thousand Four Hundred and 00/100 Dollars (\$479,400.00)**, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, as sole owner, her heirs and assigns,

ALL THAT CERTAIN Lot or piece of ground, Situate in the Township of Springfield, County of Montgomery and Commonwealth of Pennsylvania, described according to a Plan and Survey thereof known as North Hills Manor, made by Charles F. Puff, Jr., Registered Professional Engineer, of Jenkintown, Pennsylvania, on July 31, 1928, and revised by C. F. Mebus on October 28, 1937, and affidavit of Wesley W. Harting and Emily S. Harting on December 17, 1937, as follows, to wit:

BEGINNING at a point on the Southwesterly side of Fairway Road (forty-five feet wide) which point is measured along the arc of a circle curving to the left with a radius of eight feet the arc distance of twelve and fifty-seven one-hundredths feet from a point on the Northwesterly side of Station Avenue (forty feet wide); thence along the said Southwesterly side of South Fairway Road, North forty-three degrees five minutes West seventy-seven feet to a point; thence extending along Lot No. 2 on said Plan, South forty-six degrees fifty-five minutes West one hundred seventy-five and seventy-seven one-hundredths feet to a point in the line of land of North Hills Country Club; thence extending along said land, South forty-three degrees thirty-six minutes East eighty-five and one one-hundredths feet to a point in the Northwesterly side of Station Avenue aforesaid (forty feet wide); thence extending along the said side of Station Avenue, North forty-six degrees fifty-five minutes East one hundred sixty-seven feet to a point of curve; thence along the arc of a circle curving to the left with a radius of eight feet the arc distance of twelve and fifty-seven one-hundredths feet to the first mentioned point and place of beginning.

Prepared by and Return to:

Springfield Abstract, Inc.  
1415 Bethlehem Pike  
Flourtown, PA 19031

File No. SA-10016

UPI # 52-00-16501-00-7

Transfer is between siblings and is therefore  
transfer tax exempt.

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**Between**

**WILLIAM MARK WHITMAN, SARAH M. WHITMAN AND MARY O.  
WHITMAN**

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**MARY O. WHITMAN**

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BEGINNING at a point on the Southwesterly side of Fairway Road (forty-five feet wide) which point is measured along the arc of a circle curving to the left with a radius of eight feet the arc distance of twelve and fifty-seven one-hundredths feet from a point on the Northwesterly side of Station Avenue (forty feet wide); thence along the said Southwesterly side of South Fairway Road, North forty-three degrees five minutes West seventy-seven feet to a point; thence extending along Lot No. 2 on said Plan, South forty-six degrees fifty-five minutes West one hundred seventy-five and seventy-seven one-hundredths feet to a point in the line of land of North Hills Country Club; thence extending along said land, South forty-three degrees thirty-six minutes East eighty-five and one one-hundredths feet to a point in the Northwesterly side of Station Avenue aforesaid (forty feet wide); thence extending along the said side of Station Avenue, North forty-six degrees fifty-five minutes East one hundred sixty-seven feet to a point of curve; thence along the arc of a circle curving to the left with a radius of eight feet the arc distance of twelve and fifty-seven one-hundredths feet to the first mentioned point and place of beginning.



BEING Lot No. 1 on said Plan.

Parcel No. 52-00-16501-00-7

BEING the same premises which Randall W. Cramp and Stephanie L. Cramp, by Deed dated 06/10/2011 and recorded 07/06/2011 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 5806, Page 767, granted and conveyed unto Katherine Whitman.

AND THE SAID Katherine S. Whitman, has since departed this life on 03/15/2017, leaving a Last Will and Testament, duly filed and probated to No. 46-2017-X1346 in the Office of the Register of Wills of Montgomery County, wherein she did nominate William Mark Whitman, Executor, to whom Letters Testamentary were granted on 04/06/2017.

AND the Estate of Katherine S. Whitman conveyed title to the premises to William Mark Whitman, Sarah M. Whitman and Mary O. Whitman by deed dated July 30, 2019 and intended to be recorded prior to this deed.

AND this conveyance is exempt from realty transfer taxes as a transfer between siblings.

**T**ogether with all and singular the buildings, improvements, ways, waters, water-courses, driveways, rights, liberties, hereditaments and appurtenances, whatsoever thereunto 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 the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

**T**o have and to hold the said buildings with the hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, to and for the only proper use and behoof of the said Grantee, her heirs and assigns, forever.

**A**nd the said Grantors, for themselves and their heirs, executors, administrators, successors and assigns, do, by these presents, covenant, grant and agree, to and with the said Grantee, her heirs and assigns, that they, the said Grantors, and their heirs, successors and assigns, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, her heirs and assigns, against them, the said Grantors, and their heirs, successors and assigns, 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 said Grantors have caused these presents to be duly executed the day and year first above written.

**Sealed and Delivered  
in the Presence of Us:**

Donnie [Signature]

By: William Mark Whitman {SEAL}

Donnie [Signature]

By: Sarah M. Whitman {SEAL}

Mary O. Whitman

By: Mary O. Whitman {SEAL}

Commonwealth of Pennsylvania } ss  
County of Montgomery

On this, the 30th day of July, 2019, before me, the undersigned Officer, a Notary Public in and for the jurisdiction aforesaid, personally appeared **William Mark Whitman, Sarah M. Whitman, and Mary O. Whitman**, known to me (or satisfactorily proven) to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

I hereunto set my hand and official seal.

Jennifer M. Fornara  
Notary Public  
My commission expires \_\_\_\_\_


Commonwealth of Pennsylvania - Notary Seal  
Jennifer M. Fornara, Notary Public  
Montgomery County  
My commission expires March 18, 2023  
Commission number 1052227  
Member, Pennsylvania Association of Notaries

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

401 STATION AVENUE  
GLENSIDE, PA 19038

---

On behalf of the Grantee

Mary O. White 

# Deed

UPI # 52-00-16501-00-7

WILLIAM MARK WHITMAN,  
SARAH M. WHITMAN AND MARY  
O. WHITMAN

TO

MARY O. WHITMAN

Springfield Abstract, Inc.  
1415 Bethlehem Pike  
Flourtown, PA 19031  
215-836-1000 Fax: 215-836-1141

## Chapter 114. Zoning

### Article XIII. General Regulations

#### § 114-135. Fences and walls.

[Amended 3-10-1965 by Ord. No. 521; 9-9-1987 by Ord. No. 750]

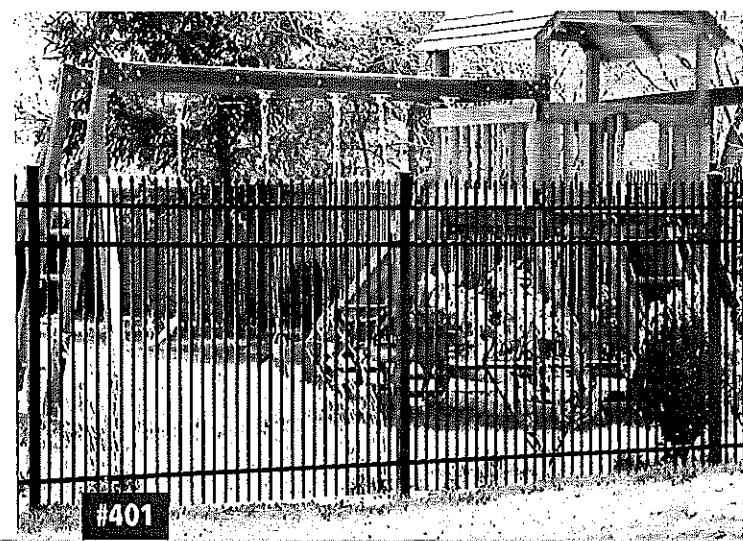
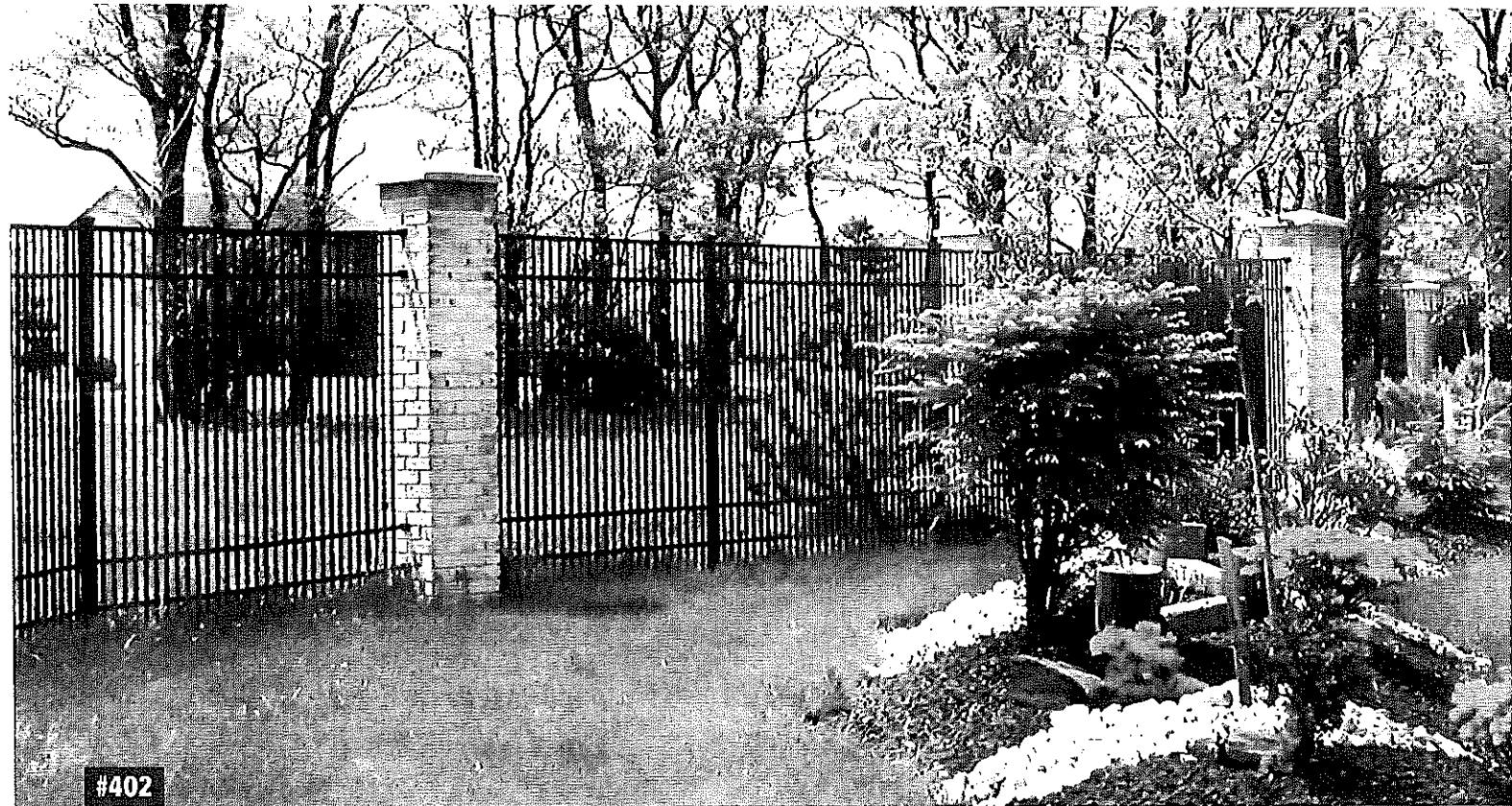
- A. Front yards. Fences located within the front yard shall not exceed four feet in height. However, a five-foot fence may be erected if set back 10 feet from the property line, curb or edge of paving, whichever creates the greatest setback. In addition, a six-foot fence may be erected if set back 15 feet from the property line, curb or edge of paving, whichever creates the greatest setback.
- B. Side and rear yards. Fences located within the side or rear yards shall not exceed six feet in height.
- C. Exceptions. Where any ordinance or ordinances of the Township or regulations thereunder now in effect or hereafter passed or promulgated shall require a fence of a different height or nature than herein specified, for special situations, such other ordinance or ordinances or regulations thereunder shall control rather than the provisions of this section.<sup>[1]</sup> The provisions of this section shall not pertain to retaining walls or walls of a building. No fence may be erected or maintained which creates a safety hazard as determined by the Springfield Township Police Department.

[1] *Editor's Note: See Ch. 29, Excavations, Art. 1, Fencing; Ch. 98, Swimming Pools; and Ch. 105, Vehicles, Abandoned and repairable; Junktyards, for other ordinances containing fencing requirements.*

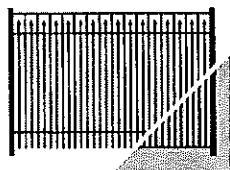
PARID: 520016501007  
WHITMAN MARY O

- Profile
- Accession Structures
- Assessment Structure
- Assessment History
- Comment
- Lot
- Map
- Partials
- Photos
- Real Estate
- Sales
- Sketch
- Splits and Connections

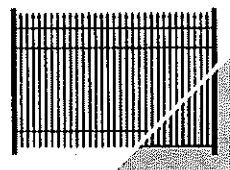




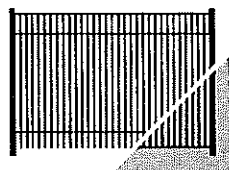
## STYLE & HEIGHT OPTIONS



#400 (FB)



#401 (FB)



#402 (FB)

STYLES	36"	42"	48"	60"	72"
#400 STD	X	X	X	X	X
#400 FB			X	X	
#401 STD	X	X	X	X	X
#401 FB			X	X	
#402 STD	X	X	X	X	X
#402 FB			X	X	

Note: 4-rail is standard for 6' height, 3-rail is standard for all other heights.

X = POOL OPTION



# The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

Township Bldg., 1510 Paper Mill Rd., Wyndmoor, PA 19038

website: [www.SpringfieldMontco.org](http://www.SpringfieldMontco.org)

Phone: 215-836-7600

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Notice is hereby given that the Zoning Hearing Board of Springfield Township, Montgomery County, will hold a meeting as required by the Township's Zoning Ordinance. This meeting will be in the Boardroom of the Springfield Township Administration Building, located at 1510 Paper Mill Road, Wyndmoor, PA 19038.

**Monday, February 27, 2023** at 7:00 p.m. at which time a public meeting will commence on the following application:

**Case #23-02:** This is the application of Ms. Megan Fitzpatrick, owner of property located at 800 Wyndmoor Avenue, Wyndmoor, PA 19038, known as Parcel #5200-1921-8008. The applicant seeks a variance from Section 114-82.A of the Springfield Township Zoning Ordinance. The applicant has requested approval to demolish the existing garage on the property and construct a new single family dwelling. The variance is required due to the fact that the lot is 4,125 square foot in total lot area and is required to be a minimum of 4,500 square feet. The property is zoned within the D-Residential District of Ward #5 of Springfield Township.

A copy of the application and information submitted for this application is on file in the Community Development Office and may be reviewed during normal business hours. In addition, all information submitted is posted on our website [@springfieldmontco.org](http://springfieldmontco.org).

By Order of the Springfield Township  
Zoning Hearing Board  
Mark A. Penecale  
Director of Planning & Zoning

THERE IS A 30 DAYS PERIOD AFTER THE DATE THE DECISION IS RENDERED FOR ANY AND ALL AGGRIEVED PERSONS TO FILE AN APPEAL IN THE APPROPRIATE COURT TO CONTEST THE ACTIONS OF THE ZONING HEARING BOARD. APPLICANTS THAT TAKE ACTION ON ANY ZONING HEARING BOARD APPROVAL DURING THE 30 DAY APPEAL PERIOD, DO SO AT THEIR OWN RISK.



TOWNSHIP OF SPRINGFIELD  
MONTGOMERY COUNTY  
1510 PAPER MILL ROAD  
WYNDMOOR, PA 19038

NO. 23-02

DATE: 12423

PETITION

**SPRINGFIELD TOWNSHIP ZONING HEARING BOARD**

We Megan Fitzpatrick  
(Name of Applicant)

Of (Address) 8015 Flourtown Avenue, Wyndmoor, PA 19038

(Telephone No.) 267-226-2465

do hereby make application before the Springfield Township Zoning Hearing Board to request:

       An **appeal** from the decision of the Zoning/Building Official.

       A **special exception** as provided for in Article       , Section       ,  
Subsection       , of the Springfield Township Zoning Code.

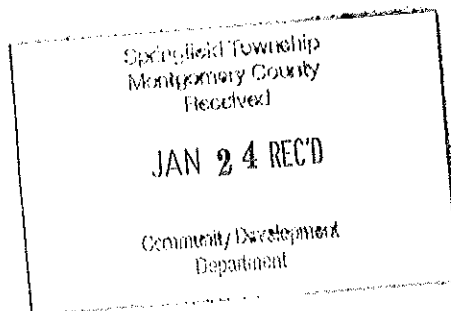
  X   A **variance** from the requirements set forth in Article VIII, Section 114-82,  
Subsection A, of the Springfield Township Zoning Code.

       Other (please specify)       

The property concerned is located at Next door to my residence.  
800 Wyndmoor Avenue, Wyndmoor, PA 19038

Petitioner's Interest in the property is To build a single family house for my elderly mom  
whom is renting nearby after moving close to me from out of state.

Present use of property Extension of yard, shed, & compost pile that came with property.



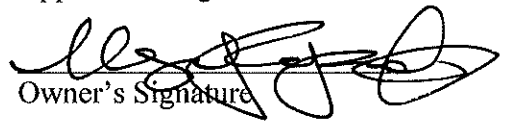
Explanation of Petition: Variance and Special Exception Requests must meet the statutory guidelines Outlined in Section 114-165 of the Township Zoning Code. The following explanation should indicate Compliance with those guidelines.

The footprint of the single family residence proposed is small and abides all other zoning rules, set-backs, impervious percentages, building heights, etc. The need is to allow for us to build on a 4125sf existing lot rather than the 4500sf minium for the zoned D area. When the site was zoned Business Residential it would have been allowed to be built on this size parcel. We will abide by any dry-well needs and meet with neighbors to show the design for the proposed structure and aesthetics.

**APPLICANT NOTE:** Petition must be accompanied by eight (8) sets of scaled drawings or plans, Application Fee and a copy of the property deed.

check # 996  
Case # 23-02

Applicant's Signature

  
Owner's Signature

**Do not write in this space.**

Petition granted.

Petition refused.

The following special conditions are imposed.

By Order of the Zoning Hearing Board

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

**TOWNSHIP OF SPRINGFIELD  
COMMUNITY DEVELOPMENT  
ZONING INFORMATION AND FEE SCHEDULE**

**NOTICE TO APPLICANTS WHO WISH TO APPEAR BEFORE  
THE ZONING HEARING BOARD OF SPRINGFIELD TOWNSHIP**

**Application Procedures**

Applicants must complete the standard Petition form **TYPED** and signed in **TRIPLICATE** and file same with the Zoning Officer by the **last day** of the month preceding the public hearing date. The Zoning Board Hearings are normally held on the **fourth Monday** of each month with the exception of a chosen

summer month.

Applications **must** be accompanied by eight (**8**) copies of **scaled** drawings including sketches, or drawings indicating lot lines, building dimensions, yard distances, and any other illustrative data relating to the Petition. Pertinent photographs and letters from immediate neighbors are also helpful for the record but need not be filed unless required by the Zoning Hearing Board.

A copy of the property deed must accompany all applications. **No applications will be accepted without the deed.**

An explanation of the Petition must be provided with specific details on the nature of the Petition, relief being requested, pertinent code sections, lot and setback criteria, etc.

In order for the Zoning Board to grant a special exception and/or variance request, the statutory guidelines outlined in Section 114-165 of the Township Zoning Code must be met. The explanation of the petition should indicate compliance with those guidelines. It is the applicant's responsibility to provide all necessary information pertaining to the petition.

It is required that the Applicant, or in the case of an organization to have one of its corporate officers, be present to testify at the hearing. Applicants have the right to be represented by an attorney.

Petitions are listed on the Zoning Hearing Board Agenda in the date order in which they are received.

In accordance with the **Pennsylvania Municipalities Planning Code, Act 247, Section 908**, it will be necessary for Springfield Township to post notice of this Hearing. Such posting is to be conspicuously displayed on the affected tract of land or building.

## Filing Fees and Costs

Each applicant must pay the requisite application fee when filing a Petition to the Zoning Hearing Board:

1. A filing fee of **\$500.00** shall be required with respect to any Petition dealing exclusively with single or two-family residential property and the residential use, including accessory use thereof. Such a Petition may involve an appeal from a decision of the Zoning Officer, an application for a Special Exception, and/or a Variance or any other appeal the Board is empowered to hear.
2. A filing fee of **\$1,200.00** shall be required with respect to any petition to the Zoning Hearing Board for any matter dealing with non-residential property or the non-residential use thereof, and/or multi-family use.
3. A continuance fee equal to 50% of the application fee will be charged for each continuance that is requested by the applicant.

Filing fees are applied to clerical, advertising, mailing, administrative, legal and stenographic costs associated with the Hearing and are not refundable to Applicant. The filing fee has been established to pay the costs associated with one hearing. In those instances where hearings are continued and the original filing fee and/or continuance fee does not cover the additional costs incurred by the Township, the costs will be assessed upon the Applicant.

Should a written record, including a stenographic transcript, of the proceedings before the Zoning Hearing Board, be appropriate or required, the Applicant or the Appellant, as the case may be, will be billed and required to pay for the costs of preparing such a written record. In such a case there shall not be any credit granted to anyone as a result of the filing fee initially paid.

The Zoning Hearing Board may deem it appropriate to have a stenographic transcript of the proceedings in any matter before it in order that a decision and opinion may be made. In such a case the cost thereof shall be borne initially by the Applicant and thereafter by the Appellant, upon appeal as a part of the cost of the entire written record of the proceedings.

I have read the Application Procedure and the Schedule of Filing Fees and Costs and agree to be bound by the provisions thereof.

Megan Fitzpatrick

Printed Name of Applicant



Applicant's Signature and Date

## Chapter 114. Zoning

### Article VIII. D Residence District

#### § 114-82. Lot and building area.

[Amended 9-8-1965 by Ord. No. 525; 6-13-1979 by Ord. No. 684; 11-13-1985 by Ord. No. 734]

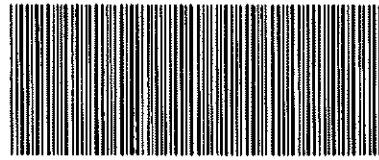
- A. Lot area. A lot area of not less than 4,500 square feet shall be provided for a single-family detached dwelling, and, in the case of other expressly permitted dwelling types, there shall be a lot area of not less than 3,500 square feet per family for every building hereafter erected, altered or used in whole or in part as a dwelling.
- B. Building area. The building area shall not exceed 35% of the lot area. The maximum impervious surface coverage, including that of buildings, is 50%.
- C. Lot and building area requirements for multiple dwellings shall be regulated by § 114-71D. In the case of conflicting requirements, the most stringent requirements will apply.



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

**MTG BK 15188 PG 02479 to 02499**  
INSTRUMENT # : 2021028102  
RECORDED DATE: 03/12/2021 01:12:08 PM



5904176-0021S

**MONTGOMERY COUNTY ROD**

**OFFICIAL RECORDING COVER PAGE**

Page 1 of 21

**Document Type:** Mortgage  
**Document Date:** 12/30/2020  
**Reference Info:**

**Transaction #:** 6261048 - 1 Doc(s)  
**Document Page Count:** 20  
**Operator Id:** dkrasley

**RETURN TO:** (Simplifile)  
Metropolitan Abstract  
701 Lakeside Park  
Southampton, PA 18966-4020  
(215) 355-5990

**PAID BY:**  
METROPOLITAN ABSTRACT

**\* PROPERTY DATA:**

Parcel ID #:	52-00-06265-00-1	52-00-19218-00-8
Address:	8015 FLOURTOWN AVE	800 WYNDMOOR AVE
	PA	PA
Municipality:	Springfield Township (100%)	Springfield Township (0%)
School District:	Springfield	Springfield

**\* ASSOCIATED DOCUMENT(S):**

**FEES / TAXES:**

Recording Fee: Mortgage	\$86.75
Additional Pages Fee	\$32.00
Additional Parcels Fee	\$15.00
Affordable Housing Pages	\$32.00
Affordable Housing Parcels	\$0.50
<b>Total:</b>	<b>\$166.25</b>

MTG BK 15188 PG 02479 to 02499  
Recorded Date: 03/12/2021 01:12:08 PM

I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.



**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

Digitally signed 01/26/2023 by montgomery.county.rod@kofile.com

**Certified and Digitally Signed**

Validation may require Adobe 'Windows Integration'

eCertified copy of recorded # 2021028102 (page 1 of 21)  
Montgomery County Recorder of Deeds



Prepared By: Chris Workman

Truist ML Post Closing

111 Millport Circle

Greenville, SC 29607

(304) 347-4437

Return To: \_\_\_\_\_

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
52-00-06265-00-1 SPRINGFIELD TOWNSHIP  
8015 FLOURTOWN AVE  
FITZPATRICK MEGAN H & STEINBRECHER MICHAEL \$15.00  
B 036 L U 010 1101 03/11/2021 JW

52-00-06265-00-1  
52-00-19218-00-8  
Premises: 8015 Flourtown Avenue,  
Wyndmoor, PA 19038

MONTGOMERY COUNTY COMMISSIONERS REGISTRY  
52-00-19218-00-8 SPRINGFIELD TOWNSHIP  
800 WYNDMOOR AVE  
FITZPATRICK MEGAN H & STEINBRECHER MICHAEL \$15.00  
B 036 L U 055 1110 03/11/2021 JW

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## Mortgage

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MIN 100159969254798195

**Definitions.** Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20, 21 and 27. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated December 30, 2020, together with all Riders to this document.

(B) "Borrower" is Megan Fitzpatrick, and Michael Steinbrecher. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and MERS has a mailing address of P.O. Box 2026, Flint, MI 48501-2026 and a street address of 1901 E Voorhees Street, Suite C, Danville, IL 61834. The MERS telephone number is (888) 679-MERS.

(D) "Lender" is Truist Bank. Lender is a state non-member bank organized and existing under the laws of North Carolina. Lender's address is 223 West Nash Street, Wilson, NC 27893.

(E) "Note" means the promissory note signed by Borrower and dated December 30, 2020. The Note states that Borrower owes Lender One hundred twenty five thousand and 00/100 Dollars

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APPL #: 7002836994  
PENNSYLVANIA-Single Family-Pennle Mac/Freddle Mac UNIFORM INSTRUMENT WITH MERS  
Wolters Kluwer Financial Services, Inc.

2020122818,2,0,4867-J20200928Y

LOAN #: 6925479819  
Form 3039 1/01 (rev. 2/16)  
09/2020  
Page 1 of 19



(U.S. \$125,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2051.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider   |
| <input type="checkbox"/> VA Rider              | <input type="checkbox"/> Biweekly Payment Rider         | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and





of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender



bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu



restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "*Successor in Interest of Borrower*" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**Transfer of Rights in the Property.** This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County [Type of Recording Jurisdiction] of MONTGOMERY [Name of Recording Jurisdiction]: See Exhibit A which currently has the address of 8015 Flourtown Avenue [Street] Wyndmoor [City], Pennsylvania 19038 [Zip Code] ("*Property Address*");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "*Property*." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**Uniform Covenants.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check,



the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any



particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair



or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b)



appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.



Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

**(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.**

**(B) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.**

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured





by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument



granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.



**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security



Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.



Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.



**Non-Uniform Covenants.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

**23. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**25. Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**26. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**27. Effect of Survival Events.** Both before and after any Survival Event, as defined below, Borrower shall:

- (A) pay Funds for Escrow Items or pay Escrow Items directly as provided in Section 3 of this Security Instrument;
- (B) pay the amounts and take the actions required by Section 4 of this Security Instrument;
- (C) maintain insurance coverages and take the other actions required by Section 5 of this Security Instrument;



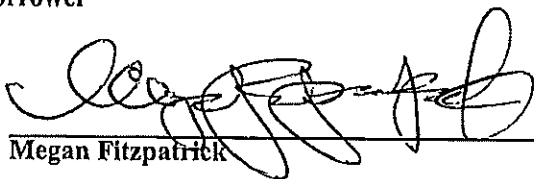
- (D) maintain, repair and restore the Property and take the other actions required by Section 7 of this Security Instrument;
- (E) if this Security Instrument is on a leasehold, comply with all the provisions of the lease;
- (F) treat any amounts disbursed by Lender under Section 9 of this Security Instrument as additional debt of Borrower secured by this Security Instrument;
- (G) maintain and pay the premiums for Mortgage Insurance, or make payments to Lender if Mortgage Insurance coverage is not available, and take the other actions required by Section 3 of this Security Instrument;
- (H) permit the collection and application of miscellaneous proceeds as required by Section 11 of this Security Instrument;
- (I) pay the fees required by Section 14 of this Security Instrument;
- (J) continue to abide by the restrictions and take the actions required by Section 21 of this Security Instrument;
- (K) pay any collection expenses under Section 22 of this Security Instrument; and
- (L) pay interest at the rate payable from time to time under the Note.

"Survival Event" means any of the following:

- (A) any default described in the Note;
- (B) Lender requiring Borrower to pay immediately the full amount of Principal which has not been paid and all the interest that Borrower owes on that amount under the Note;
- (C) Lender requiring immediate payment in full of all sums secured by this Security Instrument as described in the Note and Sections 18 and 22 of this Security Instrument;
- (D) the Maturity Date as defined in the Note;
- (E) the entry of any judgment against Borrower under the Note; and
- (F) the entry of any judgment under this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

**Borrower**

  
 Megan Fitzpatrick \_\_\_\_\_ Seal



Additional Party

*[Handwritten Signature]*

Michael Steinbrecher

Seal

Acknowledgment

State of Pennsylvania

County of Montgomery

This record was acknowledged before me on 12/30/20 by Michael Steinbrecher.

*[Handwritten Signature]*  
Notary Public

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
MICHAEL MCGOWAN, Notary Public  
Southampton Township, Bucks County  
My Commission Expires July 14, 2021

Acknowledgment

State of Pennsylvania

County of Montgomery

This record was acknowledged before me on 12/30/20 by Megan Fitzpatrick.

*[Handwritten Signature]*  
Notary Public

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
MICHAEL MCGOWAN, Notary Public  
Southampton Township, Bucks County  
My Commission Expires July 14, 2021





**Certificate of Residence**

I, Michael McGowan

do hereby certify that the correct address of the within-named Mortgagee is 1901 E Voorhees Street, Suite C, Danville, IL 61834.

Witness my hand this December 30, 2020

  
Agent of Mortgagee

Loan Origination Organization: Truist Bank  
NMLS ID: 399803

Loan Originator: Evan Shenkman  
NMLS ID: 584977



### Schedule C Description and Recital

#### PARCEL "A"

ALL THAT CERTAIN piece or parcel of ground with the building and improvements thereon erected, Situate in Springfield Township, Montgomery County, Pennsylvania and described according to a Certain Plan of Subdivision made for the Estate of Thomas V. McGettigan, by Boucher and James, Inc., Engineers, dated October 29, 1965 as follows to wit:

BEGINNING at a point formed by the intersection of the Southeasterly side of Wyndmoor Avenue (50 feet wide) with the Northeasterly side of Flourtown Avenue (50 feet wide); thence extending from said point of beginning North 43 degrees 30 minutes East along the Southeasterly side of Wyndmoor Avenue 102.23 feet to a monument; thence extending South 46 degrees 50 minutes East 75 feet to a monument; thence extending South 43 degrees 30 minutes West 95.21 feet to an iron pin on the Northeasterly side of Flourtown Avenue aforesaid; thence extending North 52 degrees 8 minutes West along the Northeasterly side of Flourtown Avenue 75.34 feet to the first mentioned point and place of beginning.

#### PARCEL "B"

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Hereditaments and Appurtenances, Situate in the Township of Springfield, County of Montgomery and State of Pennsylvania and described according to a Certain Plan of Subdivision made for the Estate of Thomas V. McGettigan by Boucher and James, Inc., Engineers, dated October 29, 1965, as follows, to wit:

BEGINNING at a point, a monument, on the Southeasterly side of Wyndmoor Avenue (50 feet wide), said point being at the distance of 102.23 feet measured North 43 degrees, 30 minutes East along the Southeasterly side of Wyndmoor Avenue from its point of intersection with the Northeasterly side of Flourtown Avenue (50 feet wide); thence extending from said point of beginning, North 43 degrees, 30 minutes East, along the Southeasterly side of Wyndmoor Avenue, 55 feet to a point, a corner of lands now or late of Michael A. and Matilda Persiano; thence extending South 46 degrees, 50 minutes East, along the aforesaid lands of Persiano, 75 feet (erroneously stated as 74 feet in prior deed) to an iron pin; thence extending South 43 degrees, 30 minutes West 55 feet to a monument; thence extending North 46 degrees, 50 minutes West 75 feet to the first mentioned point and place of beginning.

Tax ID / Parcel No. 52-00-06265-00-1 and 52-00-19218-00-8

Being the same premises which Jennie A. Harris, Executrix of the Estate of Margaret M. McGettigan, deceased by Deed dated 07/29/2011 and recorded 10/06/2011 in Montgomery County in Deed Book 5815 Page 1522 conveyed unto Megan H. Fitzpatrick and Michael K. Steimbrecher, in fee.

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

ALTA Commitment (8-1-2016)

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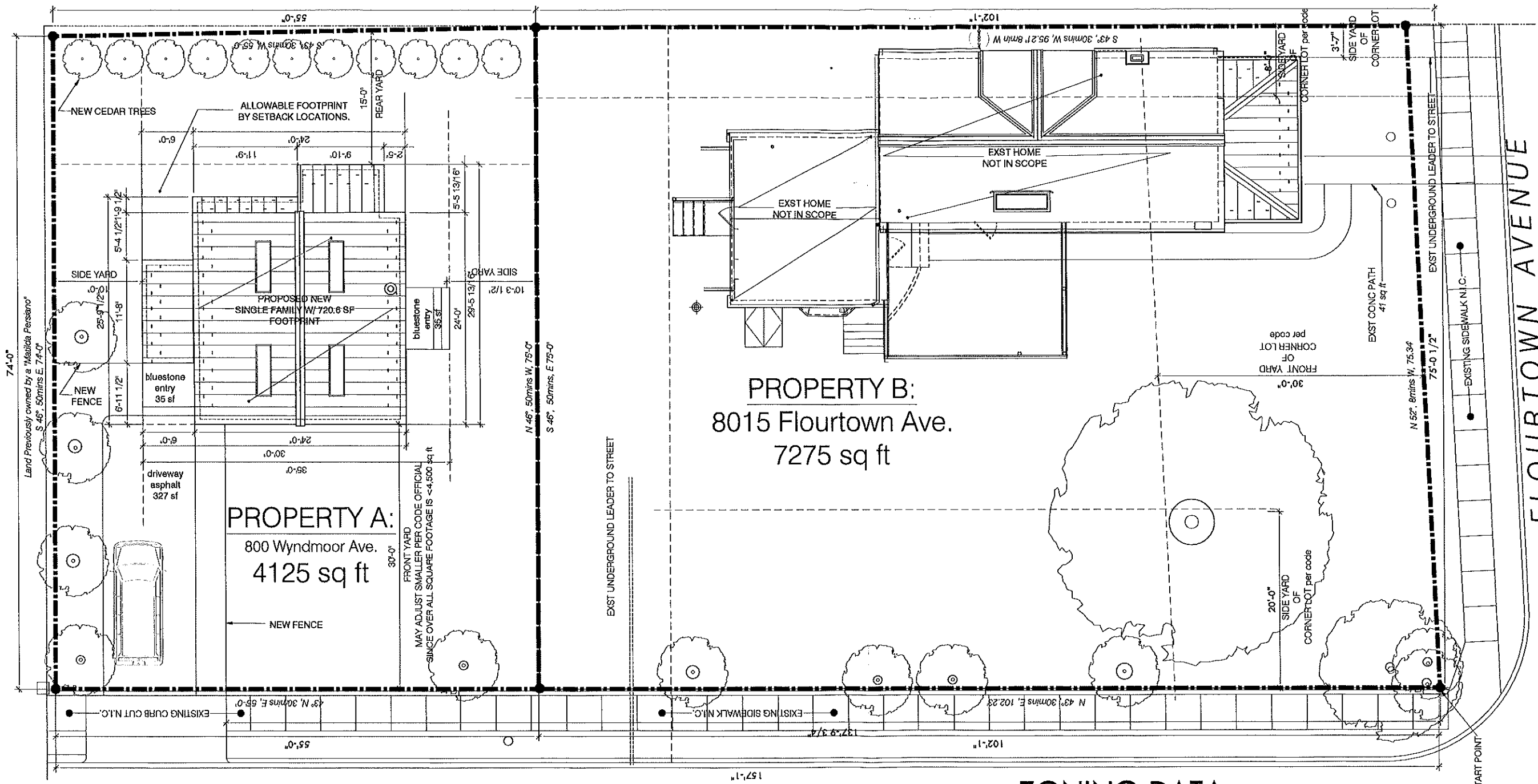
The use of this Form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

Page 6 of 7



eCertified copy of recorded # 2021028102 (page 21 of 21)  
Montgomery County Recorder of Deeds





PROPOSED SINGLE FAMILY HOUSE:  
 24x24 SF TIMBER FRAME 3 STORY: 676 SF  
 NORTH STICK FRAME 2 STORY: 71 SF  
 WEST STICK FRAME: 73.6 SF  
 TOTAL FOOTPRINT: 720.6 SF

**ZONING PLAN/ROOF PLAN**  
 SCALE: 3/8" = 1'-0"

**ZONING DATA**

Project: PROPERTY A: 800 Wyndmoor Avenue  
 Zone: D  
 Code Req'd by: Springfield Township Montco

CODE	REQUIRED	PROPOSED
LOT AREA:	4,500 sf MIN 3,500 sf MIN*	4,125 sf (no change)
LOT WIDTH:	45 feet MIN	55 feet (no change)
LOT DEPTH:	35 feet MIN	74 feet (no change)
BUILDING AREA:	-	720.6 sf
BUILDING %:	35% MAX	17.4 % of exg. 16.0% of 4.5K SF
IMPERVIOUS AREA:	-sf	397sf+ 717.4sf= 1,114.4sf
IMPERVIOUS %:	-	9.6 % of exg. 8.8% of 4.5K S
BLDG+IMPERVIOUS:	50% MAX	27 % of exg. 24.8% of 4.5K S
FRONT YARD:	30 feet	30 feet
SIDE YARD:	(2) aggregate 20 feet	(2)@ 10 feet aggregate 20 feet
REAR YARD:	15 feet MIN	15 feet
BLDG HEIGHT:	35'	34'

**ZONING DRAWINGS**



Megan Fitzpatrick  
 designer  
 8015 Flourtown Ave.  
 Wyndmoor, PA 19038  
 267.226.2465  
 mhawf@hotmail.com

**Mhawf**

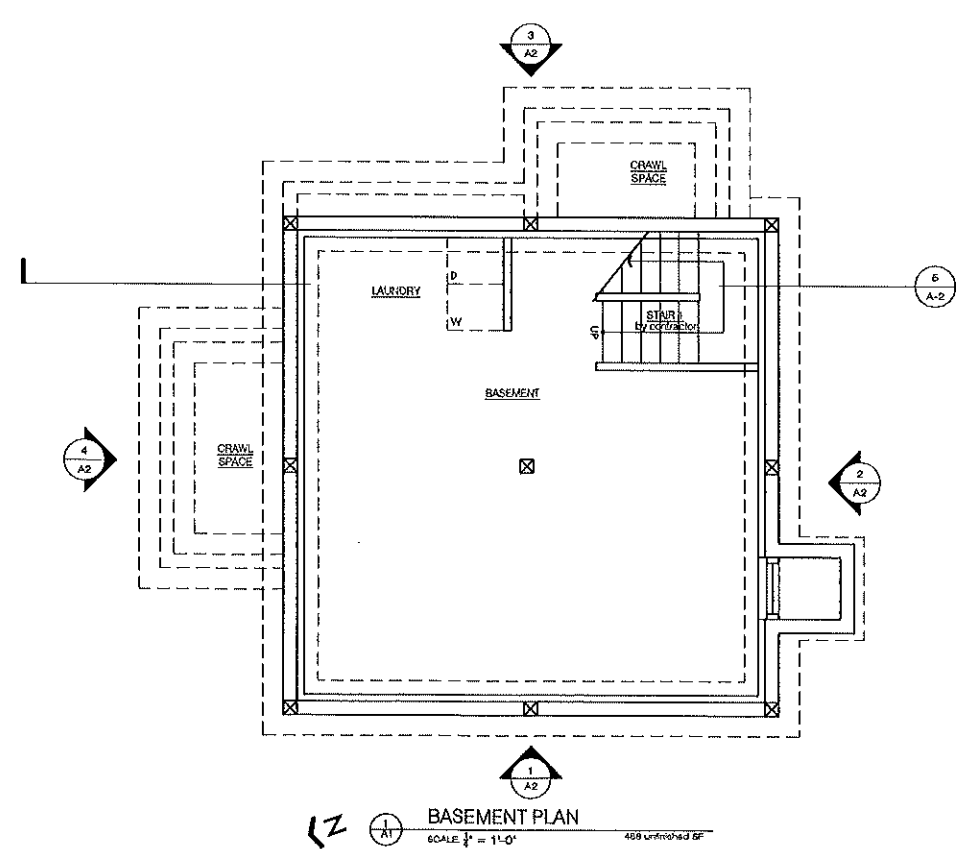
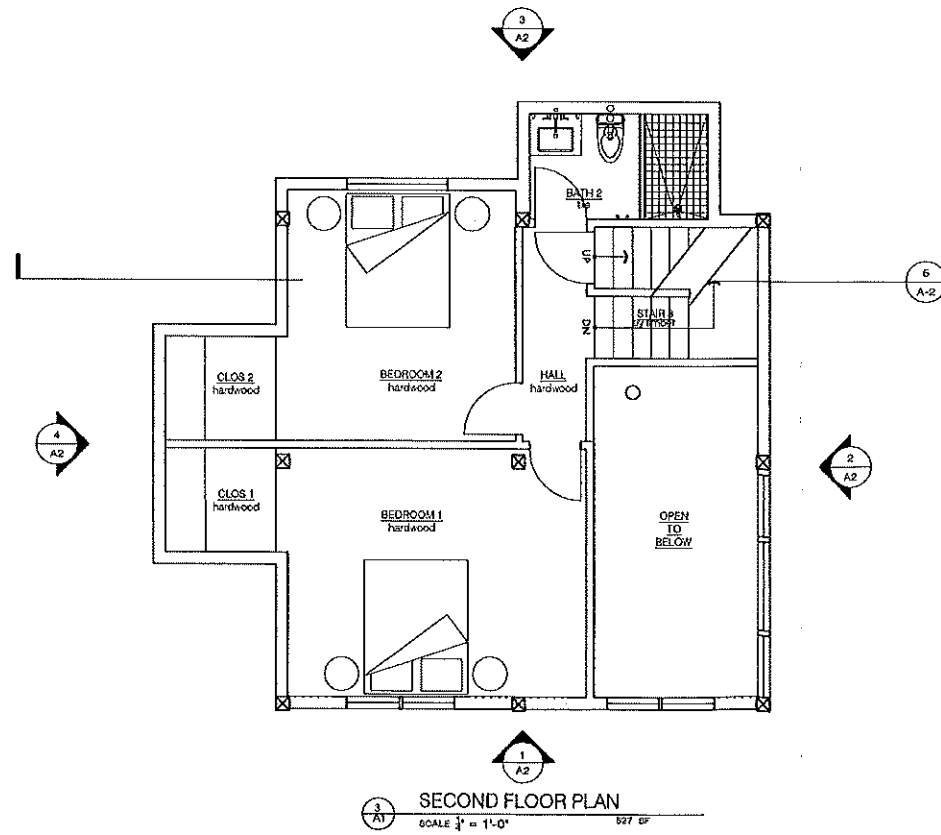
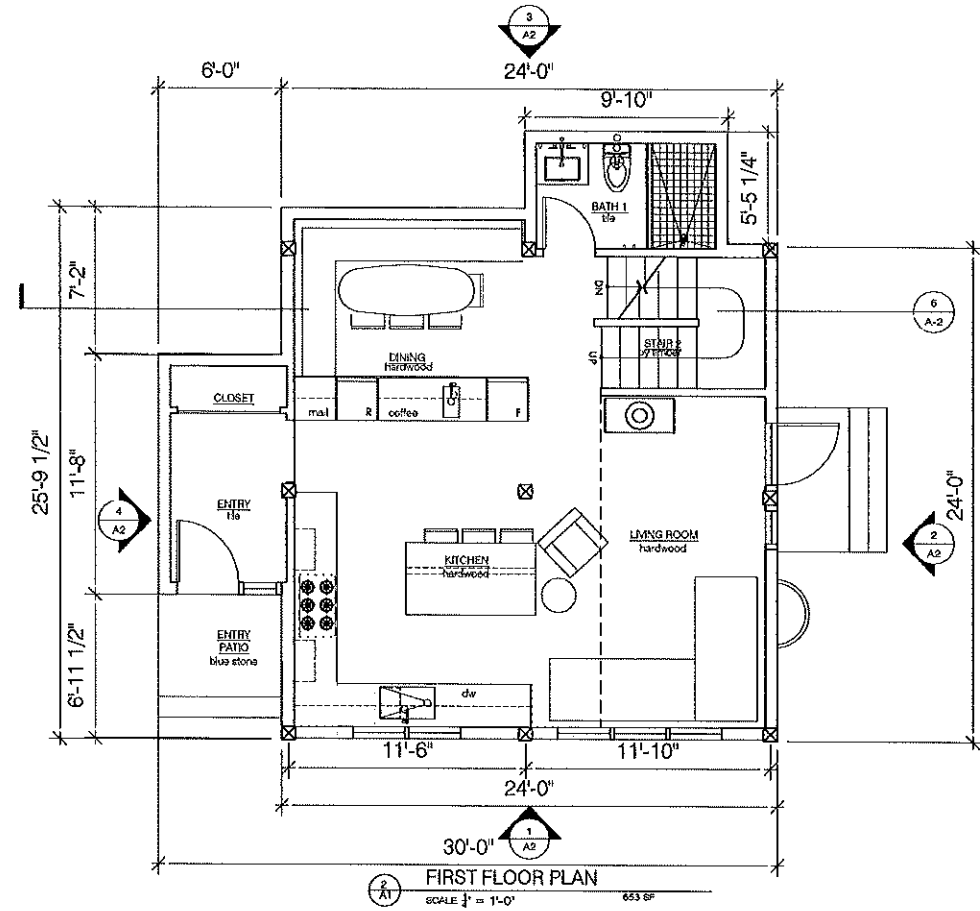
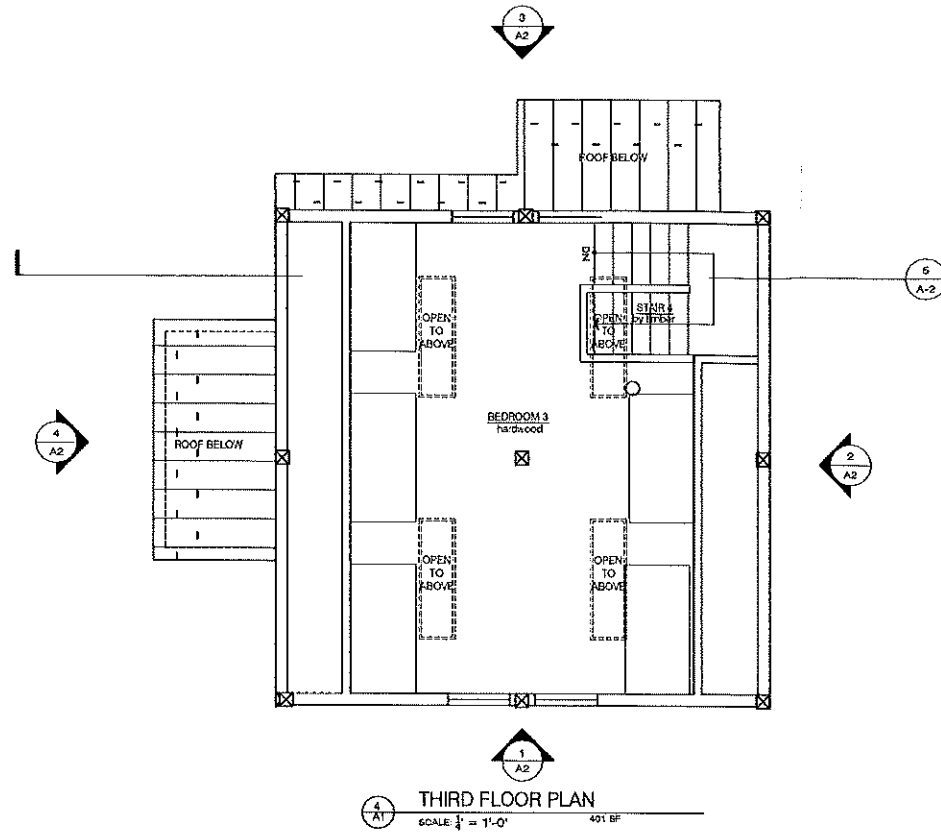
REVISIONS

NO.	DATE	REVISIONS
01	01-22-2023	POWERS

Fitzstein Residence  
 800 Wyndmoor Avenue  
 Wyndmoor, PA 19038  
 DRAWING TITLE

**SITE PLAN**

SCALE: AS NOTED	DRAWN BY: M-HAWF	DATE: 12/15/22
<b>CS-1</b>	CHECKED BY: M-HAWF	PROJECT NO: 100.22



**ZONING DRAWINGS**



Megan Fitzpatrick  
designer  
8015 Flourtown Ave.  
Wynndoor, PA 19038  
267.226.2465  
mhawf@hotmail.com

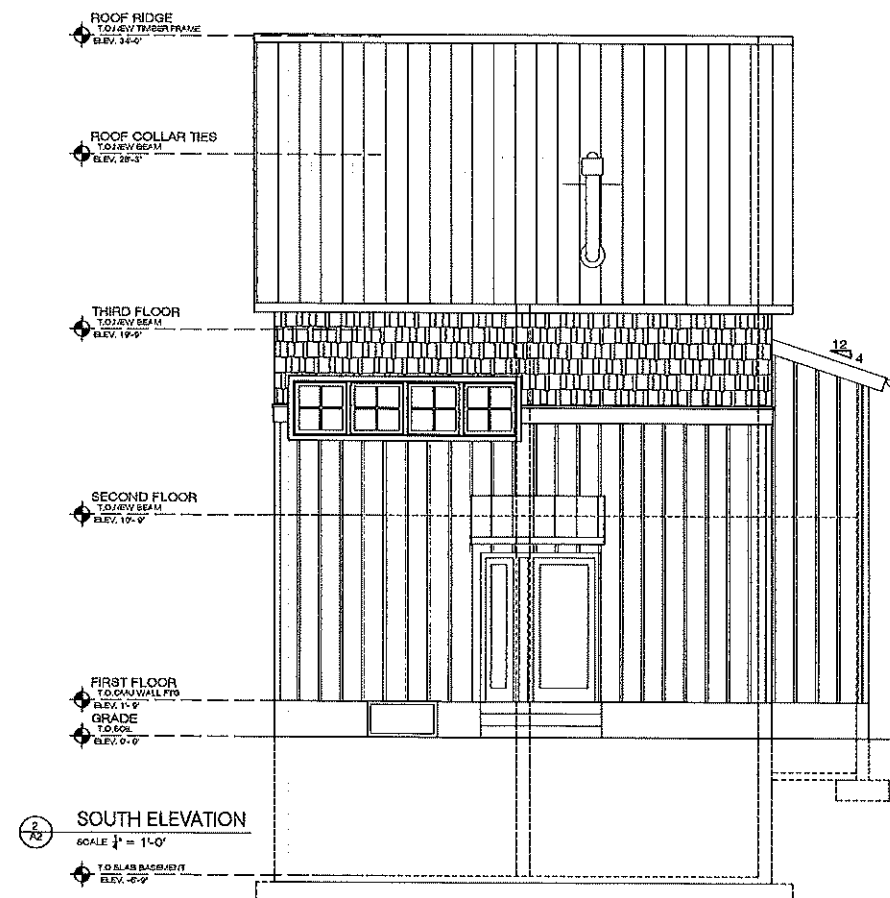
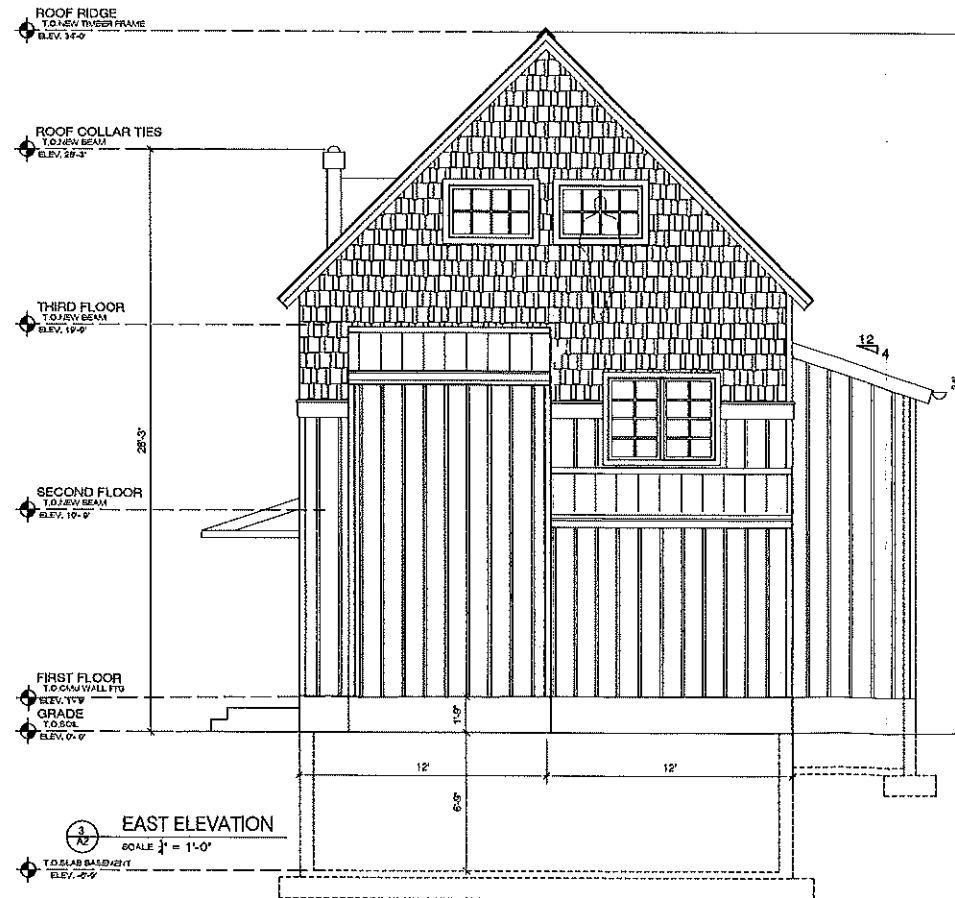
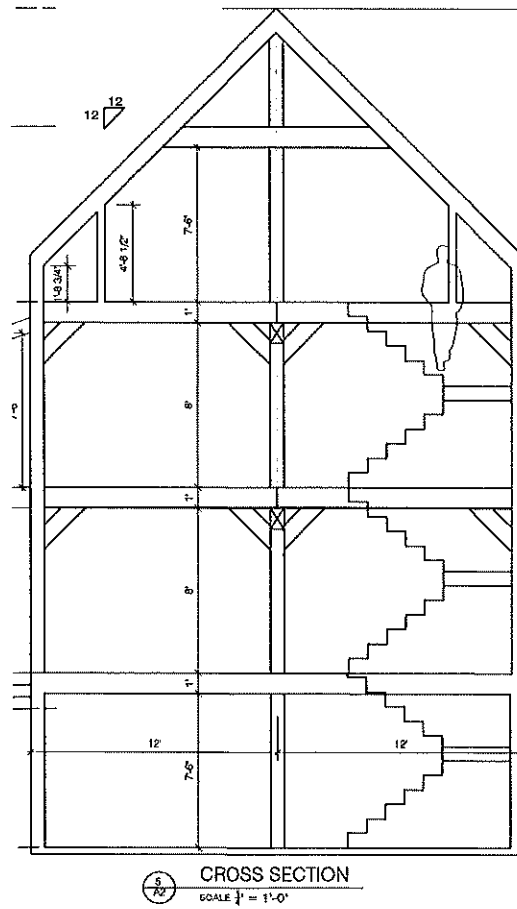
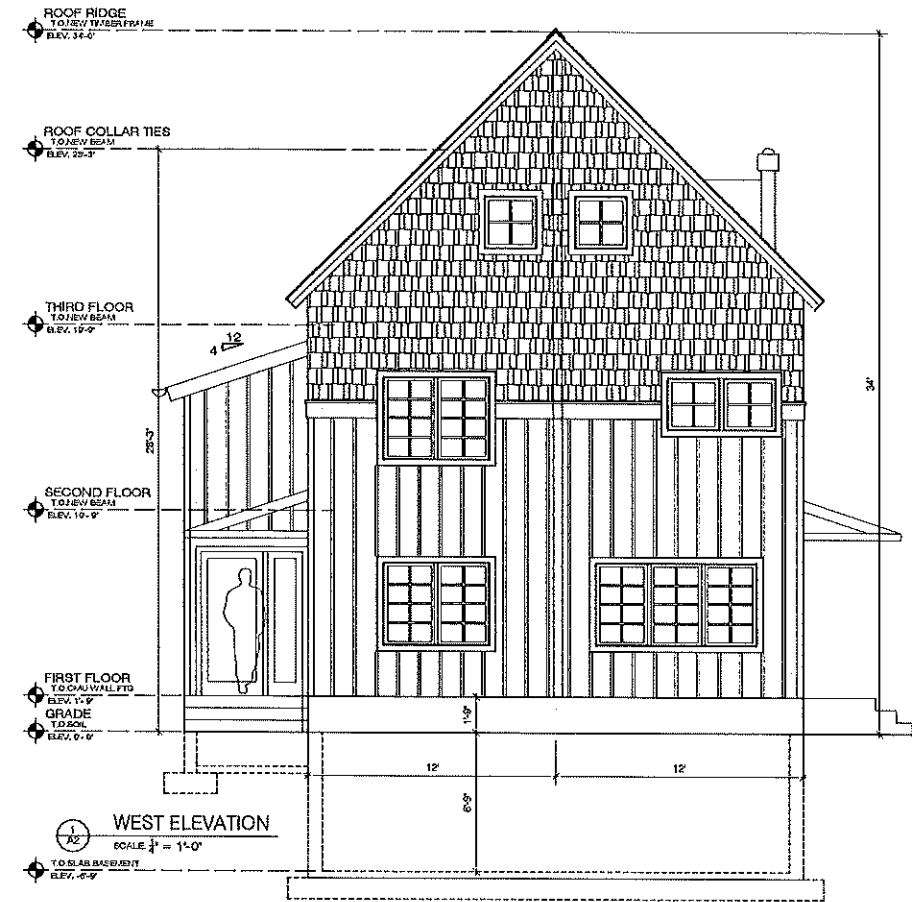
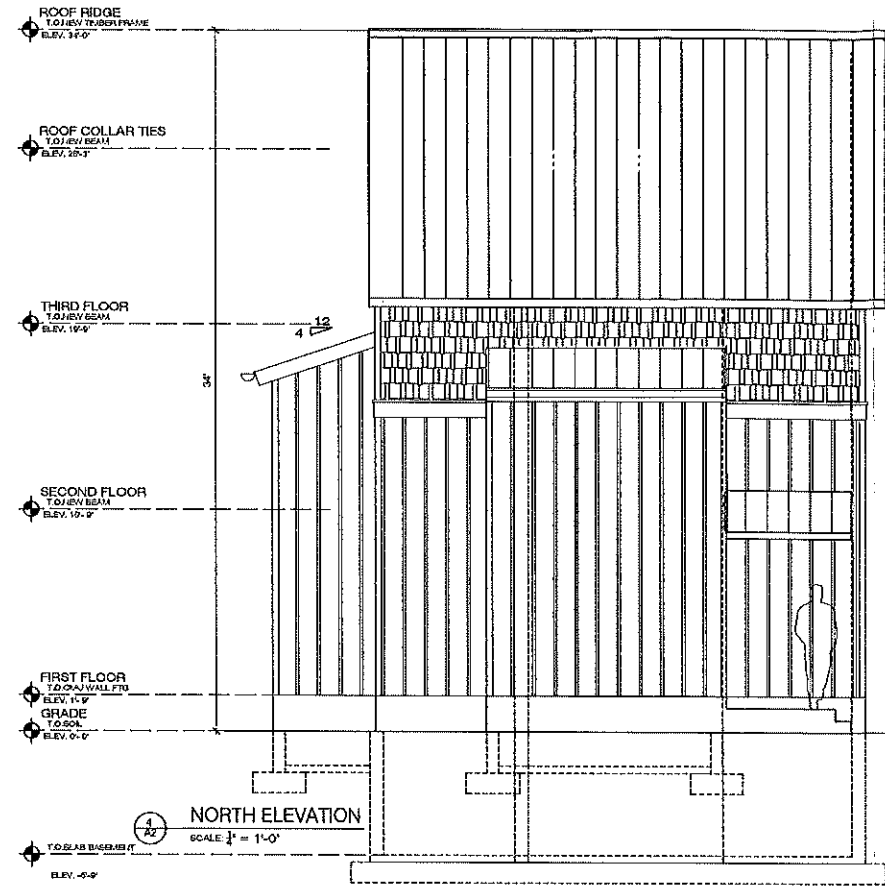
**Mhawf**

REVISIONS	
NO.	DATE

FitzStein Residence  
800 Wynndoor Avenue  
Wynndoor, PA 19038  
DRAWING TITLE  
**FLOOR PLANS  
& ROOF PLAN**

SCALE: AS NOTED  
OWNER: MHAWF  
DESIGNED BY: MHAWF  
DATE: 01-22-2023

DRAWING NO. **A-1**  
PROJECT NO. 301.17



ZONING DRAWINGS



Megan Fitzpatrick  
designer  
8015 Flourtown Ave.  
Wynndoor, PA 19038  
267.226.2465  
mhawf@hotmail.com

**Mhawf**  
design LLC

REVISIONS	
NO.	DATE
1	01/21/2023

FitzStein Residence  
800 Wynndoor Avenue  
Wynndoor, PA 19038  
DRAWING TITLE  
**ELEVATIONS**

SCALE AS NOTED	DRAWN BY MHAWF	DATE 12/14/2022
<b>A-2</b>	CHECKED BY MHAWF	PROJECT NO. 301.17



# The Township of Springfield

MONTGOMERY COUNTY, PENNSYLVANIA

Township Bldg., 1510 Paper Mill Rd., Wyndmoor, PA 19038

website: [www.SpringfieldMontco.org](http://www.SpringfieldMontco.org)

Phone: 215-836-7600

Fax: 215-836-7180

## COMMISSIONERS

James M. Lee  
*President*

Baird M. Standish  
*Vice President*

Peter D. Wilson  
Eddie T. Graham  
Michael E. Maxwell  
Jonathan C. Cobb  
Susanna O. Ratsavong

## OFFICERS

A. Michael Taylor  
*Secretary-Manager*

James J. Garrity  
*Solicitor*

Joelle Kleinman  
*Treasurer / Tax Collector*

Timothy P. Woodrow, PE  
*Engineer*

## Zoning Hearing Board Notice

Notice is hereby given that the Zoning Hearing Board of Springfield Township, Montgomery County, will hold a meeting as required by the Township's Zoning Ordinance. This meeting will be in the Boardroom of the Springfield Township Administration Building, located at 1510 Paper Mill Road, Wyndmoor, PA 19038.

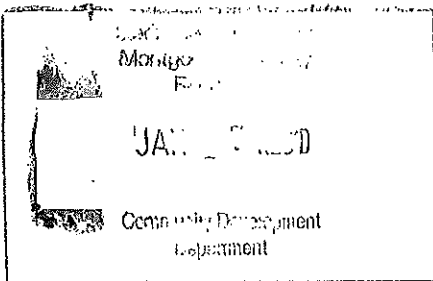
**Monday, February 27, 2023** at 7:00 p.m. at which time a public meeting will commence on the following application:

**Case #23-03:** This is the application of **Mr. Keith Gamber**, owner of property located at 1209 Wedgewood Road, Flourtown, PA 19031, known as Parcel #5200-1786-3004. The applicant seeks a variance from Section 114-132. A & B of the Springfield Township Zoning Ordinance. The applicant has requested approval to construct an accessory building that is 15 feet, 3 inches in height instead of the 12 foot height limitation of the Zoning Ordinance. The property is zoned within the A-Residential District of Ward #1 of Springfield Township.

A copy of the application and information submitted for this application is on file in the Community Development Office and may be reviewed during normal business hours. In addition, all information submitted is posted on our website @springfieldmontco.org.

By Order of the Springfield Township  
Zoning Hearing Board  
Mark A. Penecale  
Director of Planning & Zoning

THERE IS A 30 DAYS PERIOD AFTER THE DATE THE DECISION IS RENDERED FOR ANY AND ALL AGGRIEVED PERSONS TO FILE AN APPEAL IN THE APPROPRIATE COURT TO CONTEST THE ACTIONS OF THE ZONING HEARING BOARD. APPLICANTS THAT TAKE ACTION ON ANY ZONING HEARING BOARD APPROVAL DURING THE 30 DAY APPEAL PERIOD, DO SO AT THEIR OWN RISK.



TOWNSHIP OF SPRINGFIELD  
MONTGOMERY COUNTY  
1510 PAPER MILL ROAD  
WYNDMOOR, PA 19038

NO. 23-03

DATE: 1/27/23

**PETITION**

**SPRINGFIELD TOWNSHIP ZONING HEARING BOARD**

We Keith Gamber  
(Name of Applicant)

Of (Address) 1209 Wedgewood Road, Flourtown, PA 19031

(Telephone No.) 719-466-3264

do hereby make application before the Springfield Township Zoning Hearing Board to request:

       An appeal from the decision of the Zoning/Building Official.

       A special exception as provided for in Article       , Section       ,  
Subsection       , of the Springfield Township Zoning Code.

  X   A variance from the requirements set forth in Article 114, Section 131,  
Subsection B & C, of the Springfield Township Zoning Code.

       Other (please specify) My permitted accessory building is 15 feet, 3 inches in  
height instead of the 12 foot limitation.

The property concerned is located at 1209 Wedgewood Road, Flourtown, PA 19031.

Petitioner's Interest in the property is Property Owner

Present use of property Single Family Dwelling

## Filing Fees and Costs

Each applicant must pay the requisite application fee when filing a Petition to the Zoning Hearing Board:

1. A filing fee of **\$500.00** shall be required with respect to any Petition dealing exclusively with single or two-family residential property and the residential use, including accessory use thereof. Such a Petition may involve an appeal from a decision of the Zoning Officer, an application for a Special Exception, and/or a Variance or any other appeal the Board is empowered to hear.
2. A filing fee of **\$1,200.00** shall be required with respect to any petition to the Zoning Hearing Board for any matter dealing with non-residential property or the non-residential use thereof, and/or multi-family use.
3. A continuance fee equal to 50% of the application fee will be charged for each continuance that is requested by the applicant.

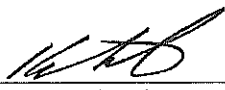
Filing fees are applied to clerical, advertising, mailing, administrative, legal and stenographic costs associated with the Hearing and are not refundable to Applicant. The filing fee has been established to pay the costs associated with one hearing. In those instances where hearings are continued and the original filing fee and/or continuance fee does not cover the additional costs incurred by the Township, the costs will be assessed upon the Applicant.

Should a written record, including a stenographic transcript, of the proceedings before the Zoning Hearing Board, be appropriate or required, the Applicant or the Appellant, as the case may be, will be billed and required to pay for the costs of preparing such a written record. In such a case there shall not be any credit granted to anyone as a result of the filing fee initially paid.

The Zoning Hearing Board may deem it appropriate to have a stenographic transcript of the proceedings in any matter before it in order that a decision and opinion may be made. In such a case the cost thereof shall be borne initially by the Applicant and thereafter by the Appellant, upon appeal as a part of the cost of the entire written record of the proceedings.

I have read the Application Procedure and the Schedule of Filing Fees and Costs and agree to be bound by the provisions thereof.

KEITH GAMBER  
Printed Name of Applicant

 1/27/23  
Applicant's Signature and Date



**TOWNSHIP OF SPRINGFIELD  
COMMUNITY DEVELOPMENT  
ZONING INFORMATION AND FEE SCHEDULE**

**NOTICE TO APPLICANTS WHO WISH TO APPEAR BEFORE  
THE ZONING HEARING BOARD OF SPRINGFIELD TOWNSHIP**

**Application Procedures**

Applicants must complete the standard Petition form **TYPED** and signed in **TRIPLICATE** and file same with the Zoning Officer by the **last day** of the month preceding the public hearing date. The Zoning Board Hearings are normally held on the **fourth Monday** of each month with the exception of a chosen

summer month.

Applications **must** be accompanied by eight (**8**) copies of **scaled** drawings including sketches, or drawings indicating lot lines, building dimensions, yard distances, and any other illustrative data relating to the Petition. Pertinent photographs and letters from immediate neighbors are also helpful for the record but need not be filed unless required by the Zoning Hearing Board.

A copy of the property deed must accompany all applications. **No applications will be accepted without the deed.**

An explanation of the Petition must be provided with specific details on the nature of the Petition, relief being requested, pertinent code sections, lot and setback criteria, etc.

In order for the Zoning Board to grant a special exception and/or variance request, the statutory guidelines outlined in Section 114-165 of the Township Zoning Code must be met. The explanation of the petition should indicate compliance with those guidelines. It is the applicant's responsibility to provide all necessary information pertaining to the petition.

It is required that the Applicant, or in the case of an organization to have one of its corporate officers, be present to testify at the hearing. Applicants have the right to be represented by an attorney.

Petitions are listed on the Zoning Hearing Board Agenda in the date order in which they are received.

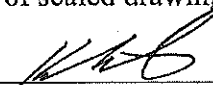
In accordance with the **Pennsylvania Municipalities Planning Code, Act 247, Section 908**, it will be necessary for Springfield Township to post notice of this Hearing. Such posting is to be conspicuously displayed on the affected tract of land or building.

Explanation of Petition: Variance and Special Exception Requests must meet the statutory guidelines Outlined in Section 114-165 of the Township Zoning Code. The following explanation should indicate Compliance with those guidelines.

I am requesting a variance to allow my accessory building to be completed with a building height of 15', 3" instead of the required 12'. The reason for the request is that my house has no basement and no attic space. The shed is a replacement building. It meets all the setback and coverage requirements. I have an approved permit and was informed of the height issue at a scheduled inspection on 1/26/23. The shed will be used for household storage of lawn equipment, tools, children's toys and patio chairs & a table. This is a single story structure.

**APPLICANT NOTE:** Petition must be accompanied by eight (8) sets of scaled drawings or plans, Application Fee and a copy of the property deed.

check # 2116  
\$500.00

  
Applicant's Signature

  
Owner's Signature

**Do not write in this space.**

Petition granted.

Petition refused.

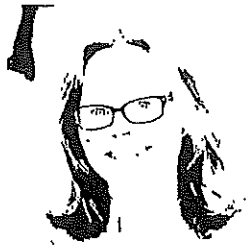
The following special conditions are imposed.

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

By Order of the Zoning Hearing Board

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

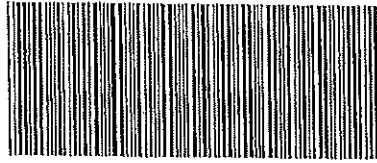
102-29



RECORDER OF DEEDS  
MONTGOMERY COUNTY  
Jeanne Sorg

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

DEED BK 6088 PG 01651 to 01656  
INSTRUMENT # : 2018028125  
RECORDED DATE: 05/03/2018 09:21:32 AM



3856864-0020-

**MONTGOMERY COUNTY ROD**


**OFFICIAL RECORDING COVER PAGE**

Page 1 of 6

<b>Document Type:</b> Deed	<b>Transaction #:</b> 4009517 - 2 Doc(s)
<b>Document Date:</b> 04/16/2018	<b>Document Page Count:</b> 5
<b>Reference Info:</b>	<b>Operator Id:</b> dkrasley
<b>RETURN TO: (Simplifile)</b> Cross Keys Abstract 100 Brandywine Boulevard, Suite 302 Newtown, PA 18940 (215) 322-6633	<b>PAID BY:</b> CROSS KEYS ABSTRACT

<b>* PROPERTY DATA:</b>	
Parcel ID #:	52-00-17863-00-4
Address:	1209 WEDGEWOOD RD
	FLOURTOWN PA 19031
Municipality:	Springfield Township (100%)
School District:	Springfield

**\* ASSOCIATED DOCUMENT(S):**

<b>CONSIDERATION/SECURED AMT:</b> \$380,000.00	DEED BK 6088 PG 01651 to 01656 Recorded Date: 05/03/2018 09:21:32 AM
<b>FEES / TAXES:</b>	I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.
Recording Fee:Deed \$86.75	 <b>Jeanne Sorg</b> <b>Recorder of Deeds</b>
Additional Pages Fee \$2.00	
Affordable Housing Pages \$2.00	
State RTT \$3,800.00	
Springfield Township RTT \$1,900.00	
Springfield School District RTT \$1,900.00	
<b>Total:</b> \$7,690.75	

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: Cross Keys Abstract & Assurance, Inc.  
100 Brandywine Boulevard, Suite 302  
Newtown, PA 18940

Return to: Cross Keys Abstract & Assurance, Inc.  
100 Brandywine Boulevard, Suite 302  
Newtown, PA 18940

CPN# 52-00-17863-00-4

**CKA CKA17674**

Fee Simple Deed

**This Deed**, made on April 16, 2018, between,

**Eileen E Wysong and Timothy S. Wysong,**

hereinafter called the Grantors, of the one part, and

**Keith Gamber and Corina R. Gamber,**

hereinafter called the Grantees, of the other part.

**Witnesseth**, that in consideration of **Three Hundred Eighty Thousand dollars & no cents, (\$380,000.00)** in hand paid, the receipt whereof is hereby acknowledged, the said Grantors do hereby grant and convey unto the said Grantees, their heirs and assigns, as Tenants by the Entirety.

DEED SIGNED 4/16/18 AND 4/30/18 BUT NOT DELIVERED UNTIL 4/30/18

**ALL THAT CERTAIN** lot or piece of ground together with the buildings and improvements thereon erected, Situate in the Township of Springfield, County of Montgomery and Commonwealth of Pennsylvania, being Lot No. 62 as shown on plan of development known as Wedgewood made for Lucon Corporation by Barton and Martin, Engineers, on March 3, 1953 and recorded May 26, 1953 in the office of the Recorder of Deeds in and for the County of Montgomery at Norristown, Pennsylvania in Deed Book No. 2357, Page 601, said lot being more fully bounded and described according to said plan as follows to wit:

**SITUATE** on the Northeasterly side of Wedgewood Road (fifty feet wide) at the distance of one hundred two feet and nine one-hundredths of a foot measured South fifty-two degrees twelve minutes thirty seconds East from the intersection of the said Northeasterly side of Wedgewood Road with the Southeasterly side of Norfolk Road (fifty feet wide) (both lines produced);

**CONTAINING** in front or breadth on the said Northeasterly side of Wedgewood Road South fifty-two degrees twelve minutes thirty seconds East ninety-two feet and extending of that width in length or depth North thirty-seven degrees forty-seven minutes thirty seconds East between parallel lines at right angles to the said Northeasterly side of Wedgewood Road one hundred forty feet.

**PARCEL NO. 52-00-17863-00-4**

**BEING** the same premises which Timothy S. Wysong and Eileen E. Wysong, husband and wife and Mary R. Reinwald, unmarried, by Deed dated 04/18/2006 and recorded 05/17/2006 in the Office of the Recorder of Deeds in and for the County of Montgomery in Deed Book 5601, Page 622, granted and conveyed unto Timothy S. Wysong and Eileen E. Wysong, husband and wife.

**And the said** Grantors do hereby covenant to and with the said Grantees that they, the said Grantors, their heirs and assigns, SHALL and WILL, warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantees, their heirs and assigns, against the said Grantors and against every other person lawfully claiming or who shall hereafter claim the same or any part thereof, by, from or under him/her/them or any of them.  
**In witness whereof**, the said Grantors have caused these presents to be duly executed the day and year first above written.

**Sealed and delivered** in the presence of:

\_\_\_\_\_ Seal  
*Eileen E Wysong*  
Eileen E Wysong  
\_\_\_\_\_ Seal  
\_\_\_\_\_ Seal  
\_\_\_\_\_ Seal

State of Pennsylvania  
County of Montgomery

On this Apr 13<sup>th</sup>, 2018, before me, the undersigned officer, personally appeared **Eileen E Wysong**, known to me (or satisfactorily proven) to be the person whose names is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

*Stephanie C. Donofry*  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
STEPHANIE C. DONOFRY, Notary Public  
Montgomery County  
My Commission Expires February 25, 2022  
Commission Number 1041519

Sealed and delivered in the presence of:

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

Timothy S. Wysong Seal  
Timothy S. Wysong

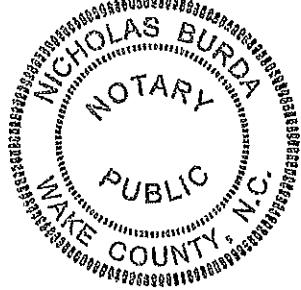
\_\_\_\_\_ Seal

\_\_\_\_\_ Seal

State of North Carolina  
County of Wake

On this April 16, 2018, before me, the undersigned officer, personally appeared Timothy S. Wysong, known to me (or satisfactorily proven) to be the persons whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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



Nicholas Burda  
Notary Public

My commission expires 07/04/2022

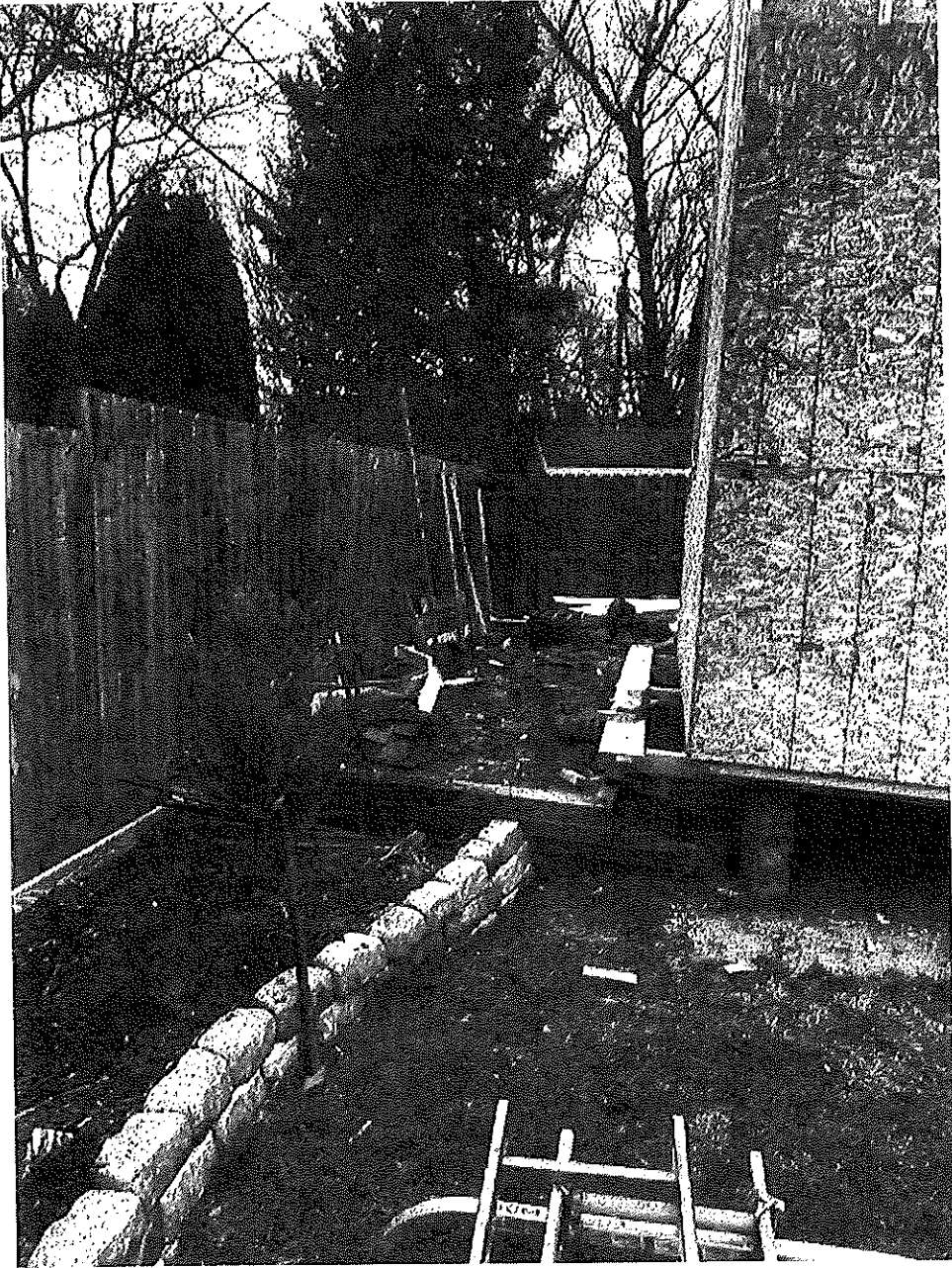


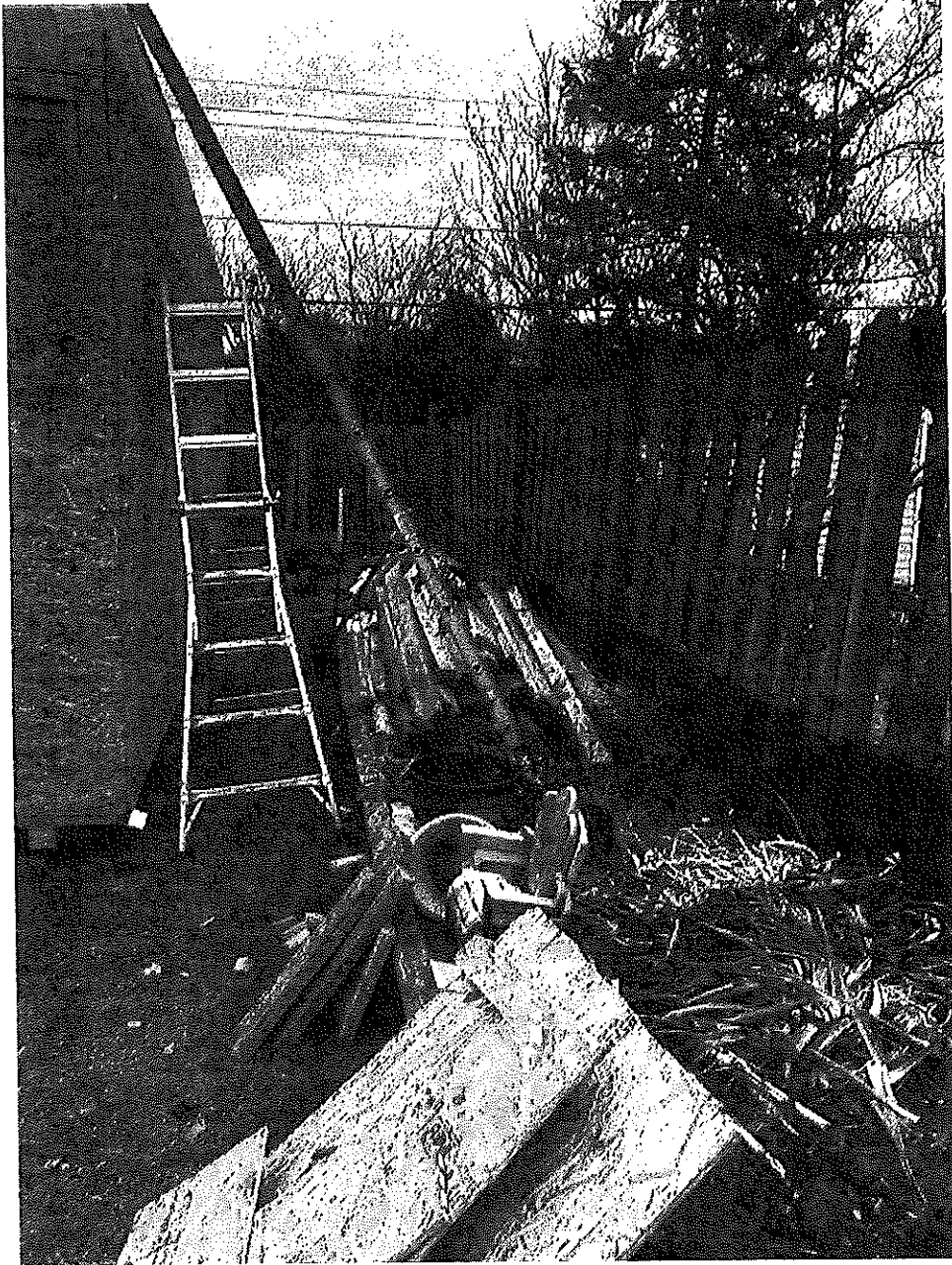


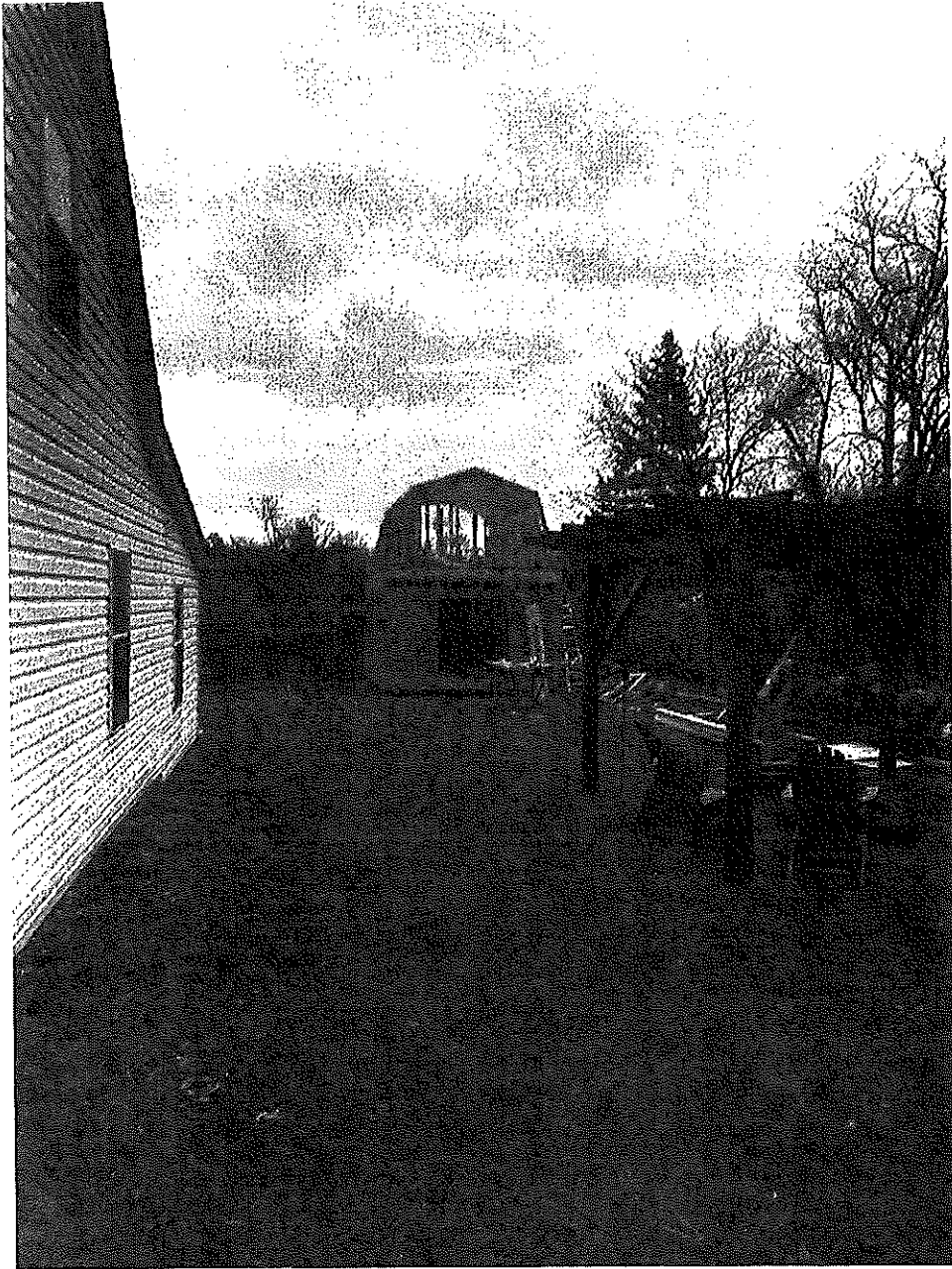
- Profile
- Accessory Structures
- Assessment Breakdown
- Assessment History
- Commercial
- Lot
- Map
- Permits
- Photos
- Residential
- Sales
- Sketch
- Splits and Combinations

PARID: 520017863004  
GAMBER KEITH & CORINA R









## Chapter 114. Zoning

### Article XIII. General Regulations

#### § 114-131. Yard encroachments.

- A. Front yards. No building and no part of a building shall be erected within or shall project into the required front yard (unless a greater projection is authorized as a special exception), except:
- (1) Cornices, eaves, gutters, open balconies or chimneys projecting not more than 18 inches.  
[Amended 11-10-1993 by Ord. No. 797]
  - (2) Steps.  
[Amended 11-10-1993 by Ord. No. 797]
  - (3) Bay windows, not extending through more than one story and not projecting more than five feet.
  - (4) One-story open or enclosed porches, projecting not more than eight feet.
- B. Side yards.
- (1) No building and no part of a building shall be erected within or shall project into the required side yard, except:
    - (a) Cornices, eaves, gutters or chimneys projecting not more than 18 inches.
    - (b) Steps.  
[Amended 11-10-1993 by Ord. No. 797]
  - (2) In residential zoning districts, accessory buildings used solely for residential purposes may be constructed within one of the side yards if:  
[Amended 5-9-1984 by Ord. No. 724]
    - (a) Entirely separated from the main building.
    - (b) Located at least 10 feet farther back from the front building line than the rearmost portion of the main building.
    - (c) Located no closer to the side property line than seven feet if constructed of wood frame or combustible material and no closer than four feet if constructed of masonry or noncombustible material.
    - (d) The building shall not exceed nine feet in height if it has a flat roof, 12 feet in height if it has a slope roof or one story, whichever is less. The height of the building shall be defined as in § 114-21 of the Springfield Township Code.
- C. Rear yards.
- (1) No building and no part of a building shall be erected within or shall project into the required rear yard, except:

- (a) Cornices, eaves, gutters, open balconies or chimneys, projecting not more than 18 inches.  
[Amended 11-10-1993 by Ord. No. 797]
- (b) Steps.  
[Amended 11-10-1993 by Ord. No. 797]
- (c) Bay windows, not extending through more than one story and not projecting more than five feet.
- (d) One-story open or enclosed porches projecting not more than 10 feet, provided that a five-foot rear yard is preserved.  
[Amended 11-10-1993 by Ord. No. 797]
- (e) Decks at grade level, where grade level shall be a height not to exceed 42 inches measured from the ground at the rear of the building wall, provided that a five-foot rear yard is preserved.  
[Added 11-10-1993 by Ord. No. 797]

(2) In residential zoning districts, accessory buildings used solely for residential purposes may be constructed within the required rear yard if:  
[Amended 5-9-1984 by Ord. No. 724]

- (a) Entirely separated from the main building.
- (b) Located at least 10 feet farther back from the front building line than the rearmost portion of the main building.
- (c) Located no closer to the rear property line than seven feet if constructed of wood frame or combustible material and no closer than four feet if constructed of masonry or noncombustible material.
- (d) The building shall not exceed nine feet in height if it has a flat roof, 12 feet in height if it has a slope roof or one story, whichever is less. The height of the building shall be defined as in § 114-21 of the Springfield Township Code.

(3) Provided further that, in the case of a lot held in single and separate ownership at the time this chapter becomes effective, in which the distance from the rear line of the lot to the line fixed by the front yard requirement as herein provided is less than 75 feet, a portion of the main building not wider than 20% of the width of the lot may project not more than 10 feet into the required rear yard.

(4) In no case shall the distance between the rearmost point of such projection and the rear lot line be less than the minimum side yard requirement provided herein for the district in which the lot is located.

D. Building envelope. Notwithstanding the provisions of § 114-131B and C of this chapter, accessory buildings shall not exceed 20 feet or one story in height, whichever is less.  
[Added 5-9-1984 by Ord. No. 724]