

DO NOT ADVERTISE

THIS INDENTURE,

MADE the 28th day of August, in the year two thousand twenty-five (2025)

BETWEEN CHRISTOPHER W. MARTIN, EXECUTOR of the ESTATE of H. LENOX D. MARTIN, a/k/a Hugh Lenox Dick Martin, a/k/a Hugh Lenox D. Martin, deceased,
CHRISTOPHER W. MARTIN, EXECUTOR of the ESTATE of MEREDITH J. MARTIN, a/k/a Meredith Jane Martin, deceased, and late of Upper Oxford Township, Chester County, Pennsylvania,
Party of the First Part, **GRANTOR**

A N D

CHRISTOPHER W. MARTIN, of Lancaster County, Pennsylvania, Party of the Second
Part, **GRANTEE**

WHEREAS, the said H. Lenox D. Martin became in his lifetime seised as of fee of and in a certain lot or piece of ground, together with buildings and improvements, situate in the Township of Fox, County of Sullivan, and Commonwealth of Pennsylvania, and more particularly described hereinafter; and being so thereof seised, departed this life on July 14, 2024, having first made his Last Will and Testament in writing, dated January 27, 2020, duly probated and registered in the Office of the Register of Wills of Chester County, Pennsylvania on August 16, 2024, wherein and whereby he appointed as Executor thereof the said Christopher W. Martin, to whom Letters Testamentary were duly issued by said Register of Wills on August 16, 2024, assigned Estate File No. 15-24-1783, and wherein and whereby in regard to said premises hereinafter described **were not** specifically devised, all as in and by said Will and the records of said Register of Wills, recourse thereunto being had, appears; and

WHEREAS, the said Meredith J. Martin, a/k/a Meredith Jane Martin, became in her lifetime seised as of fee of and in a certain lot or piece of ground, together with buildings and improvements, situate in the Township of Fox, County of Sullivan, and Commonwealth of Pennsylvania, and more particularly described hereinafter; and being so thereof seised, departed this life on July 9, 2024, having first made her Last Will and Testament in writing, dated January 27, 2020, duly probated and registered in the Office of the Register of Wills of Chester County, Pennsylvania on August 16, 2024, wherein and whereby he appointed as Executor thereof the said Christopher W. Martin, to whom Letters Testamentary were duly issued by said Register of Wills on August 16, 2024, assigned Estate File No. 15-24-1785, and wherein and whereby in regard to said premises hereinafter described **were not** specifically devised, all as in and by said Will and the records of said Register of Wills, recourse thereunto being had, appears; and

NOW THIS INDENTURE WITNESSETH; that the said Grantor for and in consideration of the sum of **\$1.00** lawful money of the United States, to him well and truly paid by the said Grantee at and before the sealing and delivery hereof, the receipt of which is hereby acknowledged, by virtue of the power granted by law, has granted, bargained, sold, aliened, released and confirmed, and by these presents does grant, bargain, sell, alien, release and confirm unto the said Grantee, his heirs and assigns,

ALL that certain lot, piece or parcel of land located, lying and being in the Township of Fox, County of Sullivan and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point in the center of a cul-da-sac where lot 29 and lot 41 on the below referred to survey come together; thence follow the center line of a fifty (50') foot wide right of way known as Glory Ridge the following four (4) courses and distances: South 54° 08' 37" West 103.69 feet to a point; thence South 63° 07' 19" West 64.57 feet to a point; thence South 69° 07' 47" West 278.60 feet to a point; thence South 51° 08' 48" West 106.17 feet to another point in the center line of said right of way for a corner; thence leave the center line of the fifty (50') foot wide right of way and go North 38° 34' 20" West 397.84 feet through a pin set near the edge of said right of way and through a second pin and on to a point for a corner; thence go North 43° 44' 40" East 28.33 feet to a point; thence North 04° 38' 30" East 109.23 feet to a point; thence North 44° 51' 29" East 107.08 feet to a point for a corner; thence South 83° 03' 47" East 491.98 feet through a pin and through a second pin and on to a point for a corner; thence South 38° 39' 52" East 50.00 feet to a point; thence South 33° 57' 29" East 195.35 feet to a point in the center of a cul-da-sac, which is the point and place of beginning.

CONTAINING 5.348 acres.

BEING AND INTENDING TO DESCRIBE Lot 41, 5.348 acres, on Subdivision of lands of Robert P. Henderson and Ann B. Henderson, FoxGate Subdivision - Phase III, survey by Eric S. Hopkins, Professional Registered Surveyor, and being Drawing #H-1830-05. Said subdivision was approved by the Sullivan County Planning Commission November 7, 2007 and being subdivision file number 07-29.

ALSO BEING the same premises conveyed by Robert P. Henderson, Jr. and Ann B. Henderson, his wife, to Meredith J. Martin and H. Lenox D. Martin, her husband, by deed dated August 6, 2008 and recorded August 21, 2008 to Sullivan County Instrument Number 200802352. Meredith J. Martin, a/k/a Meredith Jane Martin, departed this life on July 9, 2024 and by her last will and testament which was duly probated in the Register of Wills Office of Chester County, Pennsylvania on August 16, 2024 to Estate File No. 15-24-1785, she appointed Christopher W. Martin executor of her estate. H. Lenox D. Martin, a/k/a Hugh Lenox Dick Martin, a/k/a Hugh Lenox D. Martin, departed this life on July 14, 2024 and by his last will and testament which was duly probated in the Register of Wills Office of Chester County, Pennsylvania on August 16, 2024 to Estate File No. 15-24-1783, he appointed Christopher W. Martin executor of his estate. Christopher W. Martin is executing this deed in his capacity as Executor of the Estate of Meredith J. Martin, a/k/a Meredith Jane Martin, deceased and the Estate of H. Lenox D. Martin, a/k/a Hugh Lenox Dick Martin, a/k/a Hugh Lenox D. Martin, deceased.

The Grantors **GRANT AND CONVEY** to the Grantee, his heirs and assigns, and **EXCEPT AND RESERVE** for itself, its heirs, successors and assigns and the Grantor's predecessors in title, their heirs and assigns, a right of-way over a 50' wide rights-of-way located along the southeastern boundary line of the property described in this deed. The Grantors grant and convey to the Grantee, his heirs and assigns, and except and reserve for itself, its predecessors in title, their heirs, successors and assigns, the free and uninterrupted use, liberty and privilege of, and passage in, along this proposed 50' wide right of way and other private roads that the Grantors' predecessors in title have constructed in their subdivision known as Fox Gate Subdivision, so that they will have the free ingress, egress, and regress along this 50'

wide right of way and other private roads to get from the above described property to other lands within Fox Gate Subdivision. The Grantee, his heirs and assigns will use this right-of-way in common with the Grantors' predecessors in title, their heirs and assigns.

The Grantors ALSO GRANT AND CONVEY to the Grantee, his heirs and assigns, a right-of-way over a private road which is described in the Report of the Board of View in the case of Petition of Robert P. Henderson, Jr. and Ann B. Henderson, which is filed in the Court of Common Pleas of Sullivan County, PA, to No. 2002-CV-265, and made an Order of Court on May 20, 2004, and this order was filed on May 26, 2004 in the Prothonotary's Office of Sullivan County, PA. This private road is 25 feet in width and it is described in this Report of the Board of View, and it runs from the lands owned by Robert P. Henderson, Jr. and Ann B. Henderson, his wife, to Township Road T-406. The Grantors grant and convey to the Grantee, his heirs and assigns, and except and reserve for itself, its heirs, successors and assigns and its predecessors in title and their heirs and assigns, the free and uninterrupted use, liberty and privilege of and passage in, along this 25' wide private road so that they will have the free ingress, egress, and regress along this 25' wide private road to get from Township Road T-406 to the above described property. The Grantee, his heirs and assigns, will use this right-of-way in common with the Grantors, its heirs, successors and assigns, and the Grantors' predecessor in title, their heirs and assigns.

This deed is being given to the Grantees UNDER AND SUBJECT to the following conditions and covenants which will be restrictions which shall apply to each parcel in FoxGate Subdivision except for the residual parcel and shall run with the land and shall be binding on all parties having or acquiring any interest in the land:

1. **STRUCTURES.** Building permits are the responsibility of the parcel owner. All structures erected on any parcel shall have a quality exterior finish. Tar paper or tarred shingles are not allowed as exterior siding. The exterior color of the structure is limited to earth tone colors. Any constructed structure used for recreational living shall have a minimum of 750 square feet of interior floor area. All structures erected on any parcel shall be promptly and expeditiously completed as to their exteriors within twelve (12) months after construction is commenced.
2. **PERMITTED USE.** Parcels are intended for residential, seasonal, recreational, and hunting use. No business or commercial venture of any kind will be permitted on any parcels within the subdivision, except for parcels owned by the Grantors and except for the rental of the parcel owner's facilities for single family seasonal, recreational or hunting use.
3. **MOBILE HOMES, TRAILERS AND TENTS.** Mobile homes are not permitted on a parcel. Trailers and tents are permitted, but limited to camping and travel trailers and tents only. These are recognized for temporary recreational use and, where applicable, must remain licensed and inspected and shall not be kept on any parcel for a continuous period in excess of 180 days.
4. **SETBACKS AND SIDE YARDS.** Any building erected on any parcel shall be set back no less than fifty (50) feet from the abutting line of any public road or private right-of-way and not less than thirty-five (35) feet from any other exterior parcel line.

5. UTILITIES EASEMENTS. All parcels within the subdivision are subject to easements for installation of utilities. Easements for installation and maintenance of utilities and drainage facilities are reserved. The easement area of each parcel and all improvements in it shall be maintained continuously by the owner of the parcel, except for those improvements for which a public authority or utility company is responsible.

6. SIGNS AND MAILBOXES. Signs are permitted but are limited to one per parcel indicating the name of owner or camp name and one indicating the emergency identification number. Mailboxes and paper tubes are not permitted in the subdivision.

7. EXTERIOR APPEARANCE. Each parcel and all improvements thereon shall be maintained by the owner so as to present a neat and attractive appearance at all times. No unregistered motor vehicles, vehicles without a current inspection, junk or debris shall be stored on the premises. Should any improvements on the premises be damaged by casualty, or become unsightly through wear and tear, the same shall be promptly razed, or restored to a neat exterior appearance. At no time shall any parcel be stripped of its top soil, except to the extent necessary for permitted construction, nor be stripped of its trees, or allowed to go to waste, or be neglected, excavated, or have refuse or trash thrown, placed or dumped upon it, and Developer (Robert P. Henderson, Jr. and Ann B. Henderson, his wife), their heirs and assigns, and their machinery shall have the right to enter upon any parcel for the purpose of removing trash, mowing, cutting, clearing or pruning the parcel.

8. ACCESS AND EGRESS. Property owners will not permit their parcels to be used by other parties, except guests using their property to have access to or from property in this subdivision to other premises not subject to these restrictions.

9. WATER RUNOFF AND EROSION CONTROL. No parcel owner shall build or re-grade so as to interfere with the natural drainage of surface water, if any, without installing suitable drainage facilities, adequate to handle seasonal water run-off, and so designated as to discharge water from the parcel in the same area and direction as would have naturally occurred before such improvement. Driveways shall be located so as not to damage drainage systems in place. All driveways must be constructed so as not to discharge water into road system and must include a minimum 12" diameter pipe at the roadway ditch. Each parcel owner shall be responsible for the proper discharge of stormwater runoff from their land, and must discharge stormwater runoff in a manner that will not cause surface or subsurface damage to other lots; and no structure shall be constructed in any depression, water course, channel, or easement; and no activity shall occur that may adversely disturb any depression, water course or channel.

10. WATER AND SANITARY FACILITIES. All sanitary facilities and private water supplies shall conform to all applicable federal and state laws and local ordinances. All parcels are perced and must have a system installed and approved by the Fox Township Sewage Enforcement Office before occupancy of any structure is allowed. Design, construction and maintenance of water and sanitary facilities shall be the responsibility of the parcel owner.

11. PROPERTY OWNERS ASSOCIATION. Each parcel owner shall be a member of the property owners association for the subdivision and shall be governed by its by-laws.

12. ROADS. Each parcel is subject to any right-of-way shown upon the plat plans. The property owner's association shall be responsible for all maintenance. The access to the subdivision is Cold Spring Road and a private right-of-way.

13. MOTORIZED VEHICLES. The use of any motorcycle, all-terrain vehicle or motor vehicle without proper noise abatement equipment is prohibited.

14. FUTURE SUBDIVISION. No future subdivision of parcels within the FoxGate subdivision is allowed except by the Developer.

15. TERM. These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these Covenants are recorded, after which time said Covenants shall automatically be extended for successive periods of ten (10) years unless an instrument as hereinafter provided has been recorded for the purpose of amending said Covenants and Restrictions in whole or in part. The Covenants and Restrictions may be amended during the first twenty (20) year period by an instrument signed by not less than all of the parcel owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the parcel owners.

16. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages. These Covenants and Restrictions may be enforced by any party intended to be benefitted by these Covenants and Restrictions.

17. PARTIES BENEFITTED. It is the intent and purpose of these Covenants and Restrictions to establish a uniform and permanent standard for the improvement and development of parcels within the FoxGate subdivision and that the foregoing apply to and control the enjoyment and usage of any portion of the said subdivision. These Covenants and Restrictions are specifically intended to benefit the Developer, the property owners' association, and all owners of parcels within the subdivision.

18. INVALID PROVISIONS. Each and every provision contained herein shall be considered to be independent and separate and in the event that any one or more shall be for any reason be held to be invalid and unenforceable, all the remainder thereof shall remain in full force and effect.

Any roadway for egress and ingress running through FoxGate Subdivision are private roadways. By acceptance of the deed to this lot the Grantees herein covenant not to petition Fox Township or any governmental authority to maintain or improve the said private roadways in any way, nor to attempt to hold Fox Township liable for any act occurring on the said private roadway. Further, grantees covenant and agree not to seek, in any way, the making of said private roadway a public road, unless and until three-fourths (3/4) of the parties owning property directly adjoining the said private road agree to so petition for the laying out of a public road. The Grantees covenant and agree that neither Fox Township nor any other governmental authority shall be required to act affirmatively on any petition seeking to have this road brought up to standards and specifications required of any public road of Fox Township. The cost of bringing the said private roadway up to such quality shall be shared equally by owners of the lots directly adjoining said private roadway and neither Fox Township nor any other governmental authority shall be responsible in any way for the initial upgrading of said road. Grantees agree that this covenant shall be and is the same as a covenant running with the land.

This deed is being given to the Grantees UNDER AND SUBJECT to the NPDES Permit No. PA1 045707002 which includes the following conditions:

The Grantees shall not disturb more than one-half acre on their lot. This area does not include the common road leading to the lot.

The total impervious area on the lot must be less than 5,200 square feet. Impervious areas are the roofs of the home, porches and any outbuildings, and the driveway leading from the common road to the home. Gravel driveways are considered impervious. This impervious area does not include the common road leading to the lot.

The Grantees must follow the above conditions unless the Grantees obtain a separate permit from the Pennsylvania Department of Environmental Protection under the National Pollution Discharge Elimination System (NPDES) Program.

GRANTING and CONVEYING unto the Grantee herein, his heirs and assigns, all of Grantors' right, title and interest in and to all oil, gas, and other minerals (the mineral interest) in and under and that may be produced from the above described premises along with the right to ingress, egress and regress and to do all things required to remove and market oil, gas and minerals.

FURTHER GRANTING and CONVEYING unto the Grantee herein, his heirs and assigns, all of Grantors' right title and interest (100% of Grantor's proportionate share) now existing in any oil, gas and/or mineral lease of record heretofore executed and that the Grantee, his heirs and/or assigns shall receive all interest to all future leases including, but not limited to, all bonuses, rents, royalties and other benefits which may accrue under the terms of said lease insofar as it covers the above described land from and after the date hereof.

UNDER and SUBJECT to any oil, gas and/or mineral lease of record heretofore executed, insofar as it covers the above-described land from and after the date hereof.

TOGETHER with all and singular ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, use, trust, property, possession, claim and demand whatsoever of the Grantor in law, equity, or otherwise, howsoever, of, in, to, or out of the same.

TO HAVE AND TO HOLD the said hereditaments and premises hereby granted and released, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns, forever.

AND the said Christopher W. Martin, Executor of the Estate of H. Lenox D. Martin, a/k/a Hugh Lenox Dick Martin, a/k/a Hugh Lenox D. Martin, deceased, and Christopher W. Martin, Executor of the Estate of Meredith J. Martin, for himself, and his heirs, executors and administrators, does covenant, promise and agree, to and with the said grantee, his heirs and assigns, by these presents that the said Grantor has not done, committed or knowingly, or willingly suffered to be done or committed, any act, matter or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall or may be impeached, charged or incumbered, in title, charge, estate or otherwise howsoever.

IN WITNESS WHEREOF, the said Grantor has hereunto set his hand and seal the day and year first above written.

IN THE PRESENCE OF:

ESTATE of H. LENOX D. MARTIN, a/k/a Hugh Lenox Dick Martin, a/k/a Hugh Lenox D. Martin, deceased

Milly C

By Christopher W. Martin 8-28-2025 (SEAL)
Christopher W. Martin, Executor

ESTATE of MEREDITH J. MARTIN, a/k/a Meredith Jane Martin, deceased

Milly C

By Christopher W. Martin 8-28-2025 (SEAL)
Christopher W. Martin, Executor

I hereby certify that the precise address of the Grantee herein is:

Christopher W. Martin
200 Tinsmith Lane
Strasburg PA 17579

L. R. Little
Agent for Grantee

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF Chester :SS

On this, the 28th day of August, 2025, before me, a Notary Public, the undersigned officer, personally appeared Christopher W. Martin, Executor of the Estate of H. Lenox D. Martin, a/k/a Hugh Lenox Dick Martin, a/k/a Hugh Lenox D. Martin, deceased, and Christopher W. Martin, Executor of the Estate of Meredith Jane Martin known to me (or satisfactorily proven) to be the person 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 notarial seal.

Ana M. C.
Notary Public

