

Prepared by and return to:
Pregmon Law Offices
350 Sentry Parkway
Blue Bell, PA 19422

OPA Parcel Identification: 88-2038305

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") dated as of May __, 2012 (the "Effective Date") is made by **BOWMAN PROPERTIES LIMITED**, a Pennsylvania limited partnership ("Bowman") in favor of **CHESTNUT HILL COMMUNITY ASSOCIATION**, a Delaware not-for-profit corporation (the "Association"; each a "Party" and collectively, the "Parties").

ARTICLE I. BACKGROUND

1.01 Property

As of the Effective Date, Bowman is the sole owner in fee simple of the premises located at 8200 Germantown Avenue in the Chestnut Hill section of the City of Philadelphia, Pennsylvania (as more fully described in Exhibits "A" and "B" attached to this Declaration, and including any appurtenant rights (including easements) benefiting the land described in such Exhibits, the "Property"). Bowman has obtained, and attached to this Declaration, the consent and subordination of the holder of the only mortgage affecting the Property as of the Effective Date. Initially capitalized terms used and not otherwise defined in this Declaration are to be given their respective definitions set forth in Article V.

1.02 Approved Project

To induce the Association to support the Legislation described below in this Article I, Bowman has furnished to the Association certain Plans (defined in Article V) included in the "Exhibits of Bowman Properties Limited" submitted for consideration at the Special Meeting of the Board of Directors of the Association on December 12, 2011 (the "Bowman Submission") depicting the subdivision, use and development of the Property described below in this Section (collectively, the "Approved Project"), which was approved by the Association at the Special Meeting. Bowman and the Association have initialed for identification the Bowman Submission and, upon completion of review of Required Submissions as described in Article III, a set of the final Plans for the Approved Project, all of which shall be kept on file at the principal office of the Association and are incorporated into this Declaration by this reference. The Approved Project is described as follows:

(a) Subdivision

Subdivision of the Property into Parcel A described in Exhibit "A" to this Declaration ("Parcel A"); Parcel B described in Exhibit "B" to this Declaration ("Parcel B"); further Subdivision of Parcel A into the Residential Units and Retail Units described below; and further Subdivision of Parcel B into the Townhouse Units described below.

- (i) Up to twenty (20) Units (collectively, the "Residential Units") on the 2nd to 5th floors of the Retail/Residential Building together with at least one (1) accessory underground parking space per Residential Unit for the exclusive use of the Residential Units;
- (ii) Approximately 6,500 square feet of retail space fronting upon Germantown Avenue and approximately 20,600 square feet of retail space within the area identified as "Market" on the Plans included with the Bowman Submission (collectively, the "Retail Units") together with not less than 85 accessory surface parking spaces to service the Retail Units; and
- (iii) Up to eight (8) Units within Parcel B (the "Townhouse Units").

(b) Use

Change of zoning categories applicable to the Property under Applicable Law as follows:

- (i) From zoning districts C-7 Commercial and R-5 Residential (as such zoning districts are defined in the Zoning Code) in their respective locations shown on "Map A – Existing Zoning" included in the Rezoning Legislation (defined below).
- (ii) To zoning districts C-2 Commercial and R-10B Residential (as such zoning districts are defined in the Zoning Code) in their respective locations shown on "Map B – Proposed Zoning" included in the Rezoning Legislation.

(c) Development

Construction of Improvements, installation of landscaping and signage, and other development of, and operational standards pertaining to, the Property as shown on the Plans and specifically described in the Parcel A Standards or Parcel B Standards, as applicable, defined below (collectively, "Applicable Standards"):

- (i) The term "Parcel A Standards" means the affirmative and negative covenants and other requirements set forth in the following:
 - The schedule captioned "Parcel A Dimensional/Massing Standards" attached as Exhibit "C";
 - The schedule captioned "Parcel A Site Development Standards" attached as Exhibit "D";
 - The schedule captioned "Parcel A Operational Standards" attached as Exhibit "E"; and
 - The schedule captioned "Parcel A Construction Related Standards" attached as Exhibit "F".
- (ii) The term "Parcel B Standards" means the affirmative and negative covenants and other requirements set forth in the following:
 - The schedule captioned "Parcel B Dimensional/Massing Standards" attached as Exhibit "G"; and

- The schedule captioned “Parcel B Construction Related Standards” attached as Exhibit “H”.

1.03 Approval of Legislation

On December 15, 2011, Philadelphia City Council enacted Bill No. 110762 (as set forth at Tab 1 of the Bowman Submission, the “Rezoning Legislation”); Bill No. 110763 (as amended on 12/8/2011) (as set forth at Tab 2 of the Bowman Submission, the “Overlay Legislation”); and Bill No. 110764 (as amended on 11/29/2011) (as set forth at Tab 3 of the Bowman Submission, the “Hartwell Legislation”). The Rezoning Legislation, the Overlay Legislation and the Hartwell Legislation are referred to, collectively, as the “Legislation”). The Mayor of Philadelphia signed the Legislation into law on December 30, 2011.

ARTICLE II. RESTRICTIVE COVENANTS

NOW, THEREFORE, in consideration of the Association’s support of the Legislation, and INTENDING TO BE LEGALLY BOUND, Bowman, on behalf of itself and all subsequent Owners of the Property, or any portion of the Property, imposes the following covenants and restrictions to be binding upon the Property, in perpetuity as covenants running with the land subject to the terms and conditions hereof.

2.01 Prohibition

No Subdivision, construction of Improvements or other development of the Property is permitted except: (i) Subdivision of Parcel A from Parcel B; and (ii) as otherwise permitted, respectively, within Parcel A and Parcel B as set forth below in this Declaration.

2.02 Permitted within Parcel A

The alternatives described in (b), (c) and (d) below are permitted within Parcel A subject to compliance, in any case, with the restriction set forth in paragraph (a).

(a) Parcel A Perpetual Restriction

No roofed building or structure may be erected or used on the Former R-5 Portion of Parcel A for any commercial or industrial use. This prohibition applies only to roofed structures with 7.5 feet of structural headroom or more. It does not apply to site improvements accessory to commercial uses within Parcel A such as parking areas, sidewalks, lighting, fencing, signage, screening, landscaping and the like.

(b) Overlay Zoning Permit

Development of Parcel A into the Approved Project in accordance with the terms of the Overlay Zoning Permit (if and to the extent available), the Plans and Parcel A Standards is permitted.

(c) Applicable Zoning Regulations

Development of Parcel A in conformity with Applicable Law including any applicable Germantown Avenue overlay or similar zoning controls (as then set forth in the Zoning Code, but not as modified by the Overlay Legislation).

(d) Former R-5 Portion of Parcel A

If, and to the extent, not required under Applicable Law to support the development described in (b) or (c) above, development of the Former R-5 Portion of Parcel A in accordance with the requirements of the R-5 Residential zoning district under Applicable Law is permitted.

2.03 Permitted within Parcel B

The alternatives described in paragraphs (b) and (c) below are permitted within Parcel B subject, in either case, to the perpetual deed restriction set forth in paragraph (a).

(a) Parcel B Perpetual Restriction

No Improvements within Parcel B shall be constructed or utilized for multi-family residential use. This restriction does not prohibit use of Parcel B for single family residential uses whether detached or semi-detached (such as twins but not duplexes) and, if otherwise in compliance with subsections (b) or (c) below, as the case may be, attached dwellings such as townhomes or row homes.

(b) R-10B Zoning

Development of Parcel B into the Approved Project in accordance with the Plans and Parcel B Standards and otherwise in compliance with the requirements of the R-10B Residential zoning district (or such equivalent or successor zoning district) under Applicable Law.

(c) R-5 Zoning

Development of Parcel B in accordance with the then-applicable requirements of the R-5 Residential zoning district (or equivalent or successor zoning district) under Applicable Law.

2.04 Additional Covenants for benefit of the Association

(a) Overlay Zoning Permit

If the Overlay Zoning Permit is issued, the Owner of Parcel A shall:

- (i) Install and maintain: the Pocket Park, accessible to the public for appropriate uses but subject, in all respects, to private control, ownership and regulation; and the parking, landscaping and other Improvements described in the Plans and the Parcel A Standards for use in support of the Approved Project; and shall cause its employees, contractors, tenants, invitees and agents to comply with the requirements set forth in the Parcel A Standards. This covenant applies not only to Parcel A but to any land adjoining Parcel A that, by easement or otherwise, is used for the benefit of the Approved Project within Parcel A.
- (ii) If not owned by a single Owner of Parcel A, cause the governing documents of the Owners' Association for the Residential Units, Retail Units, or both, to obligate such Owners' Association to comply with the Parcel A Standards, to keep the common elements and common areas of Parcel A in compliance with Parcel A Standards, and cause the Owners, tenants and occupants of Residential Units and Retail Units to comply with Parcel A Standards.

(b) Parcel B

If a zoning permit is issued to develop Parcel B in accordance with R10-B Residential standards, the following provisions shall apply:

- (i) The Owner of Parcel B shall comply with Parcel B Standards and cause its employees and contractors to comply with Parcel B Standards.
- (ii) If the not owned by a single Owner, the Owner of Parcel B shall impose covenants creating an Owners' Association for the upkeep and maintenance of common driveways and other common facilities including those for common trash containment and removal. The governing documents of such Owners' Association shall obligate the Owners' Association to comply with Parcel B Standards; to keep the common elements or common areas of Parcel B in compliance with Parcel B Standards; and cause Owners, tenants and occupants of the Townhouse Units or other attached dwellings to comply with Parcel B Standards.

2.05 Covenants for benefit of Neighboring Properties and the Adjacent Neighbors Association

(a) West Hartwell Neighbors

Bowman shall furnish and install (at Bowman's cost) one, and only one, front yard tree per premises owned by a West Hartwell Neighbor. Each tree planted shall be of sufficient size, 2-1/2" caliper minimum, staked, guyed and wrapped and back-filled with approved material as required by street tree regulations under Applicable Law.

(b) West Southampton Neighbors

Bowman shall furnish and install (at Bowman's cost) legally compliant, rear yard fencing (of Bowman's reasonable selection consisting of quality materials) for residential properties owned by West Southampton Neighbors which abut the Property.

(c) Request for Installation

Request for tree planting or fence installation, as the case may be, must be in writing to Bowman at the address for notices set forth in this Declaration and must be received not later than the first anniversary of completion of construction of Improvements included in the Approved Project for Parcel A.

(d) Property Damage

Bowman shall promptly remedy property damage incurred by either a West Hartwell Neighbor, Southampton Neighbor or a Shawnee Neighbor (as the case may be) caused by construction of the Approved Project.

(e) Enforcement Right of the Adjacent Neighbors Association

If the Adjacent Neighbors Association determines that the terms of this Declaration have been violated and such violation has not been cured as required under § 3.04(a), then the Adjacent Neighbors Association may provide the Association with written notice of such violation. If after sixty (60) days the Association fails to begin to enforce (and continue to prosecute) the Association's rights under § 3.04 of this Declaration, then the Adjacent Neighbors Association may (by providing the applicable notice and cure periods under § 3.04(a) including notice to the Association) seek to enforce the terms and conditions of this Declaration by pursuing the remedies provided for in § 3.04(b); provided, however, that such action by the Adjacent Neighbors Association shall be at its own sole cost and expense. The enumerated enforcement rights of the Adjacent Neighbors Association in this § 2.05(e) shall pertain to any violation of this Declaration and all Exhibits hereto (as the same may be amended from time to time pursuant to the terms of this Declaration).

ARTICLE III. AGREEMENTS BETWEEN THE ASSOCIATION AND BOWMAN

This Declaration has been signed by both Bowman and the Association to evidence their mutual agreement to be bound by the terms and provisions of this Article III.

3.01 Required Submissions and Review

(a) Overlay Zoning Permit

Upon acceptance by L&I, as complete, of Bowman's application (and plans) for the Overlay Zoning Permit for the Approved Project, Bowman shall deliver a copy of the Plans incorporated into such application to counsel for the Association, who is permitted to allow the President of the Association and Joyce Lenhardt, AIA (or other person designated by the Association for this purpose), to see the Plans for the purpose of confirming whether or not the Plans meet the standards set forth in clauses (i) and (ii) below. Bowman shall notify the Association when the Overlay Zoning Permit has been issued and, at that time, the Plans may be circulated to all members of the Committee. With respect to such zoning application for the Overlay Zoning Permit it is understood that:

- (i) The application is not for a building permit for construction of improvements; and
- (ii) Whether or not the Association has had the opportunity to review prior to submission, such Plans must be generally consistent with the Bowman Submission and conform to Applicable Standards.

(b) Prohibition

Bowman shall not submit an application for issuance of a building permit to L&I for construction of a Reviewable Project within Parcel A or Parcel B, as the case may be, unless and until the Association shall have completed its review of each Required Submission (hereafter defined) to determine whether the following standard (the "Review Standard") has been met:

- (i) that the Plans included in the Required Submission (including landscaping plans and schedules of materials but excluding interior areas) are generally consistent with the design concept shown in the Plans depicting the Approved Project (as such Plans may have been modified in prior submissions by mutual written agreement by and between Bowman and the Association); and
- (ii) the design, as developed in the Required Submission, conforms to Applicable Standards.

(c) Required Submissions for a Reviewable Project

- (i) Two (2) submissions ("Required Submissions") must be delivered to the Association: upon completion of the Schematic Design Phase and the Design Development Phase.
- (ii) Each Required Submission shall include a certification by Bowman's design professional that the Required Submission meets the Review Standard or, if it does not, identifying variances and furnishing an explanation of the good faith efforts that have been made to comply with the Applicable Standards.

(d) Review Procedure

- (i) The Association confirms that, unless and until notified in writing otherwise, the Land Use Planning and Zoning Committee has the authority and responsibility to review

Required Submissions to assess compliance with the Review Standard and report non-compliant features as set forth below.

- (ii) If the Committee determines that the Required Submission conforms to the Review Standard, then it must notify the Association and Bowman of its finding within the Submission Response Period. If the Required Submission is incomplete such that the Committee requires missing information to make its determination, it shall request such information within the Submission Response Period (and the Submission Response Period shall begin when such information missing is delivered). If the Committee needs additional time to make its determination, request for a reasonable extension of the Submission Response Period must be made to Bowman before the end of the Submission Response Period.
- (iii) If the Committee determines that the Review Standard has not been objectively met by a Required Submission, it shall, within the Submission Response Period, report to Bowman and the Association the non-compliant design features disclosed either by the design professional's certification or the Committee's review. The report may include recommendations to the Association as to whether the variations from the Review Standard are material (or not) and may offer suggestions to Bowman for design changes that may bring the Required Submission into conformity with the Review Standard, or which may otherwise be acceptable to the Association.
- (iv) Within seven (7) days following receipt of the Committee's report, Bowman and representatives of the Association shall meet, at the request of either party, to review the non-compliant items and the changes, if any, proposed for further review by the Association.

(e) Amendment of Declaration

Upon completion of review of the Required Submissions meeting the Review Standard, the Association and Bowman shall execute and record an Amendment to this Declaration identifying them as the final Plans for the Approved Project and evidencing any changes to Applicable Standards approved by the Association during the review of Required Submissions. If an application to L&I for the Overlay Zoning Permit has not been made by August 22, 2012, the Association shall, at the request of Bowman, enter into an Amendment to this Declaration to delete provisions that are no longer applicable due to the unavailability of the Overlay Legislation (including, but not limited to, the Parcel A Standards); however, no such Amendment shall change, or render void, the restrictions set forth, respectively, under the headings "Parcel A Perpetual Restriction" and "Parcel B Perpetual Restriction".

(f) Construction Documents for a Reviewable Project

Final Construction Documents for a Reviewable Project shall be delivered to the Association contemporaneously with their submission to L&I for the issuance of building permit(s). Any Association review of such Construction Documents is only for conformity with Applicable Standards and consistency with the Prior Plan approval. Upon request of the Committee, Bowman shall meet with the Committee to answer questions and otherwise assist the Committee to complete its review as described in the preceding sentence.

3.02 Continued Support

The Association agrees to continue its support of the Approved Project and not oppose or challenge or engage in any public opposition to the Legislation or the Approved Project before any Applicable Governmental Authority. The Association shall, upon request of Bowman, submit letter(s) to Applicable Governmental Authorities memorializing the Association's continued support for the Legislation and the Approved Project. The Association will use reasonable, good faith efforts, to encourage its officers, directors, employees and volunteer committee members, from publicly opposing the Legislation or the Approved Project; however, it is understood that all such Persons may exercise their rights to speak freely as private citizens.

3.03 Failure of Legislation

If the Rezoning Legislation is rendered invalid by a final and unappealable judgment of a state or federal court having jurisdiction over the Property such that the zoning in effect prior to the Legislation (or its successive zoning under then-Applicable Law) is reinstated on both Parcel A and Parcel B, the Association agrees to join with Bowman in a document releasing the Property from the terms of this Declaration.

If the Rezoning Legislation is rendered invalid with respect to Parcel A alone by a final and unappealable judgment of a state or federal court having jurisdiction over Parcel A such that the zoning in effect prior to the Legislation (or its successive zoning under then-Applicable Law) is reinstated on Parcel A alone, the Association agrees to join with Bowman in a document releasing Parcel A from the terms of this Declaration.

If the Rezoning Legislation is rendered invalid with respect to Parcel B alone by a final and unappealable judgment of a state or federal court having jurisdiction over Parcel B such that the zoning in effect prior to the Legislation (or its successive zoning under then-Applicable Law) is reinstated on Parcel B alone, the Association agrees to join with Bowman in a document releasing Parcel B from the terms of this Declaration.

If the Overlay Legislation (in whole or in part) is rendered invalid by a final and unappealable judgment of a state or federal court having jurisdiction over Parcel A, the Association shall, at the request of Bowman, enter into an Amendment to this Declaration to delete provisions that are no longer applicable due to the unavailability of the Overlay Legislation (including, but not limited to, the Parcel Standards); however, no such Amendment shall change, or render void, the restrictions set forth, respectively, under the headings "Parcel A Perpetual Restriction" and "Parcel B Perpetual Restriction".

3.04 Violation; Remedies

If either Bowman or the Association determines that the terms of this Declaration have been violated, then the provisions of this section will apply:

(a) Notice and Opportunity to Cure

- (i) Notice of the violation must be given to the alleged violator including, if applicable, the measures to be taken to cure the violation. Upon Subdivision of Parcel A into multiple Units, the Association is not obligated to notify Unit Owners but, instead, may furnish notice to Bowman, as Property manager, or (if Bowman has notified the Association

that it is no longer Owner of, or managing agent for, the Retail Units or Residential Units), then to another managing agent or association representing the Owners of the Retail Units or Residential Units, or both, as the case may be.

- (ii) The cure period expires thirty (30) days after the date of notice of the violation subject to extension for the time reasonably necessary to cure but only if 1) the activity constituting the violation ceases promptly upon receipt of the violation notice (to the extent reasonably possible); 2) the alleged violator commences to cure within the initial thirty (30) day period and 3) thereafter continues to use its good faith, diligent efforts to prosecute the cure to completion.
- (iii) Lesser, but reasonable under the circumstances, written notice and opportunity to cure is required in the limited circumstances where immediate action to preserve rights to appeal issuance of a permit or approval for construction, use or development in conflict with the requirements of this Agreement.
- (iv) Any mortgagee of all or any portion of Parcel A or Parcel B (as the case may be) shall be entitled to receive notice of any default by such respective mortgagor, provided that the Party giving such notice shall have been previously notified of the name and address of said mortgagee. Said mortgagee shall have the right, but not the obligation, to cure the default within the manner and the prescribed time period.

(b) Remedies

Upon expiration of the applicable cure period described in the preceding section, the Association or Bowman, as the case may be, may do any one or more of the following:

- (i) Seek injunctive relief to specifically enforce the terms of this Declaration and/or to restrain present or future violation of the terms of this Declaration.
- (ii) Recover from Persons responsible for the violation the costs and expenses reasonably incurred to enforce the terms of this Declaration.

ARTICLE IV. MISCELLANEOUS

4.01 Binding Declaration

This Declaration constitutes a covenant running with the land binding upon Bowman and its successors and assigns as Owners of the Property. The benefit of this Declaration runs exclusively to the Association except for the provisions of § 2.05 which run to the benefit of the West Hartwell Neighbors, the West Southampton Neighbors, the Shawnee Neighbors or the Adjacent Neighbors Association, as the case may be. The terms and conditions of Article III of this Declaration shall bind the Association and its successors and assigns. Nothing in this § 4.01 shall be read to limit the enumerated rights of the Adjacent Neighbors Association under § 2.05(e).

4.02 Amendments, Consents

No change to any provision of this Declaration is effective unless an Amendment, signed by the Association and those Owners whose approval is required as described below, is recorded in the Philadelphia Department of Records. A consent is effective only in the specific instance and for the specific purpose given. Except for the enumerated rights provided the Adjacent Neighbors

Association under § 2.05(e), (i) this Declaration can be amended without the prior approval or consent of the Adjacent Neighbors Association; and (ii) the Association retains the right to grant a consent under this Declaration without the prior approval or consent of the Adjacent Neighbors Association.

(a) Units within Parcel A

As to an Amendment affecting only Parcel A, either the written approval of the Owner of the entirety of Parcel A or, if Subdivision into Residential Units or Retail Units has occurred, then the written approval of the Owners' Association for the Units affected by such change, is sufficient to authorize a change to this Declaration as it is applied to Parcel A or the Retail Units or Residential Units, as the case may be.

(b) Units within Parcel B

As to an Amendment affecting only Parcel B, either the written approval of the Owner or Owners of Parcel B or, if development into Townhouse Units has occurred, then the written approval of the Owners' Association is sufficient to authorize a change to this Declaration as it is applied to Parcel B.

4.03 Exhibits

All Exhibits mentioned in this Declaration and attached to this Declaration are incorporated into this Declaration by this reference.

4.04 Notices

(a) Requirements

Each Person giving any notice pursuant to this Declaration must give notice in writing and must use one of the following methods of delivery: (i) personal delivery; (ii) certified mail, return receipt requested and postage prepaid; or (iii) nationally recognized overnight courier with all fees prepaid.

(b) Address for Notices

Each Person giving a notice must address the notice to the appropriate Person at the receiving party at the address listed below or to another address designated by that Person by notice to the other Person. Copies to counsel are not required unless the notice alleges a default or violation of this Declaration.

If to Bowman: Bowman Properties, Ltd.
8238 Germantown Avenue
Philadelphia, PA 19118
Attention: Mr. Richard W. Snowden

With a required copy to: Ballard Spahr LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599
Attention: Matthew N. McClure, Esquire

If to the Association: Chestnut Hill Community Association
8434 Germantown Avenue, 2d Floor
Philadelphia, PA 19118

Attention: President

With a required copy to: Pregmon Law Offices
350 Sentry Parkway
Building 640, Suite 102
Blue Bell, PA 19422
Attention: Patricia L. Pregmon, Esquire

(c) Authority

Each Party represents and warrants to the other Party that it has undertaken all necessary corporate, limited partnership and/or limited liability company action for approval of this Declaration, and that the person signing this Declaration has the authority to bind the Party for which he/she is signing.

(d) Applicable Law

This Declaration shall be governed by and interpreted and construed under the substantive laws of the Commonwealth of Pennsylvania without reference to choice of law rules.

(e) References; Headings

Unless expressly provided otherwise in this Declaration, each reference in this Declaration to a particular article, section, subsection, paragraph or clause shall be to such article, section, subsection, paragraph or clause of this Declaration. Headings of articles and sections are inserted only for convenience and are not, and shall not be deemed, a limitation on the scope of the particular articles, sections or subsections to which they refer.

(f) No Construction Against Drafting Party

No provision of this Declaration shall be construed against or interpreted to the disadvantage of Bowman or the Association by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, structured or dictated such provision.

(g) Relationship

Nothing, in this Declaration shall be construed to render or constitute a Party in any way or for any purpose a partner, joint venturer or associate in any relationship with any other Party, nor shall this Declaration be construed to authorize any Party to act as agent for the another Party.

(h) No Third Party Beneficiaries

Notwithstanding anything to the contrary contained in this Declaration, nothing in this Declaration shall be construed as to confer third party beneficiary status or any other party or person. Except only for the terms and conditions of § 2.05 above (which run to the benefit of the West Hartwell Neighbors, the West Southampton Neighbors, the Shawnee Neighbors or the Adjacent Neighbors Association, as the case may be), the specific rights and privileges set forth in this Declaration shall inure only to the benefit of the Association and Bowman and no other party whatsoever.

(i) Entire and Final Agreement; Time of the Essence

- (i) This Declaration constitutes the entire agreement between the Parties relating to the subject matter hereof, superseding all prior agreements or understandings, oral or written which are deemed merged herein.
- (ii) Whenever mentioned in this Declaration, all time for performance and all notice and cure periods are of the essence of this Declaration between the Parties.

(j) Further Assurances

Each Party shall, without charge, at any time and from time to time, within fourteen (14) days after request by another Party certify by written instrument, duly executed, acknowledged and delivered, to the effect that this Declaration is unmodified and in full force and effect (or if there shall have been modifications that the same is in full force and effect as modified and stating the modifications), stating whether or not any notice of default has been given to the requesting Party which has not been cured and, whether or not, to the best knowledge of the person executing such estoppel certificate on behalf of such Party, the other Party is in default in performance of any covenant, agreement or condition contained in this Declaration and, if so, specifying each such default of which the individual executing such estoppel certificate may have knowledge.

4.05 Glossary

(a) Adjacent Neighbors Association

The single incorporated association consisting of all or substantially all of the West Southampton Neighbors and Shawnee Neighbors which can enforce certain enumerated rights granted to such association under this Declaration only by an affirmative vote of at least a majority of the Adjacent Neighbors Association members. To be the Adjacent Neighbors Association for purposes of this Declaration, such association must (i) register in writing with the Association (identifying its members) within ninety days after the Effective Date providing contemporaneous notice of such registration to Bowman; and (ii) continue to comply with the requirements of this § 4.05(a).

(b) Amendment

A document signed by the Association and the Owners evidencing a change or supplement to this Declaration, which shall become effective upon recording in the Philadelphia Department of Records.

(c) Applicable Governmental Authorities

Philadelphia City Council, any committee of City Council, the Philadelphia City Planning Commission, the Philadelphia Zoning Board of Adjustment, the Department of Licenses and Inspections, the Philadelphia Streets Department, the Pennsylvania Department of Transportation, any applicable federal or state court, or any other governmental or quasi-governmental authority having jurisdiction over the Property.

(d) Applicable Law

Any federal, state or local laws, statutes, codes, ordinances, standards and regulations applicable to the Property or this Declaration as amended through the applicable date of reference including the Zoning Code and, if applicable, any relief from the Zoning Code granted pursuant to a final order of either the ZBA or a reviewing appellate court (as the case may be).

(e) Applicable Standards

Shall have the meaning set forth in § 1.02(c).

(f) Approved Project

Shall have the meaning set forth in § 1.02.

(g) Association

Shall have the meaning set forth in the Preamble.

(h) Bowman

Shall have the meaning set forth in the Preamble.

(i) Bowman Submission

Shall have the meaning set forth in § 1.02.

(j) Committee

The committee designated by the Association to review Required Submissions and perform the functions described in Article III.

(k) Construction Documents

The final Plans for the Approved Project to be submitted to Applicable Governmental Authorities for issuance of permits for construction of Improvements included in the Approved Project.

(l) Declaration

Shall have the meaning set forth in the Preamble.

(m) Design Development Phase

Phase of the architect's services in which the architect prepares the "design development documents", from the schematic design studies, for submission to the owner for the owner's approval. The "design development documents" consist of drawings and other documents, including specifications, to fix and describe the size and character of the project as to kinds of materials, type of structure, mechanical and electrical systems and other work that may be required for construction of the project. The Required Submission for the Design Development Phase shall include designations of exterior building materials, which shall consist of materials that are of real or natural materials consistent with those found on other facades along the Germantown Avenue neighborhood business corridor.

(n) Effective Date

Shall have the meaning set forth in the Preamble.

(o) Former R-5 Portion of Parcel A

The portion of Parcel A identified as "R-5" on "Map A - Existing Zoning" included in the Rezoning Legislation, which has been more particularly described by metes and bounds legal description on Exhibit "I".

(p) Guidelines

Germantown Avenue Urban Guidelines, as may be amended, supplemented or replaced by subsequent policy statements adopted by the Association for the preservation of visual harmony and village character and ambiance of Germantown Avenue and, as to signage, Chestnut Hill Historic District's Germantown Avenue Guidelines for Retail and Commercial Exterior Signage.

(q) Hartwell Legislation

Shall have the meaning set forth in § 1.03.

(r) Improvements

All buildings, structures, facilities and other improvements located or to be located on, under or above the Property or any land adjoining the Property subjected to an easement for the benefit of the Property or any portion thereof.

(s) Including

The word “including” (whether or not initially capitalized) means “including but not limited to” or “including without limitation”.

(t) Legislation

Shall have the meaning set forth in § 1.03

(u) L&I

The Department of Licenses and Inspections of the City of Philadelphia.

(v) May

The verb “may” (whether or not initially capitalized) is permissive and does not imply any obligation.

(w) Must

The verb “must” (whether or not initially capitalized) is obligatory and implies an obligation.

(x) Overlay Legislation

Shall have the meaning set forth in § 1.03.

(y) Overlay Zoning Permit

The zoning permit issued to the Owner of Parcel A (if at all) pursuant to a zoning application filed with L&I by August 22, 2012 for the development of the Approved Project within Parcel A in accordance with the Overlay Legislation.

(z) Owners

Bowman and all Persons after Bowman who hold an interest in the Property or any lot, parcel or Unit within the Property.

(aa) Owners’ Association

An association of Unit Owners formed, among other purposes, to regulate the use of common elements, common areas or common facilities within Parcel A or Parcel B, as the case may be.

(bb) Parcel A

Shall have the meaning set forth in § 1.02(a).

(cc) Parcel A Standards

Shall have the meaning set forth in § 1.02(c)(i).

(dd) Parcel B

Shall have the meaning set forth in § 1.02(a)

(ee) Parcel B Standards

Shall have the meaning set forth in § 1.02(c)(ii).

(ff) Party or Parties

Shall have the meaning set forth in the Preamble.

(gg) Person

An individual, organization, trust, government or other entity

(hh) PL

The boundary line of the Property as shown on the Survey.

(ii) Plans

The drawings, plans and renderings included in the Bowman Submission, which depict an overall concept for the Approved Project, together with the plans on which the Overlay Zoning Permit was issued, and subsequent plans reviewed and, if applicable, approved by the Association under the terms of Article III. References to construction or development in accordance with the “Plans” do not require conformity with each and every design feature indicated on the Plans (other than items described in Applicable Standards) so long as generally consistent with the overall concept for the Approved Project depicted in the Bowman Submission as refined in subsequent approved Plans.

(jj) Pocket Park

The area labeled “Pocket Park” on the plan (annotated and initialed by Bowman and the Association) entitled “8200 Germantown Ave. Landscape Improvements” prepared by Christopher Allen Landscape Architecture & Planning dated November 3, 2011 and included in the Plans furnished to the Association prior to the Effective Date. The exterior dimensions and area of the Pocket Park shall be more specifically described in Review Submissions consistent in scale with the size of the Pocket Park depicted in such Plan.

(kk)Property

Shall have the meaning set forth in § 1.01.

(ll) Required Submission(s)

Shall have the meaning set forth in § 3.01(c)(i).

(mm)Residential Units

Shall have the meaning set forth in § 1.02(a)(i).

(nn)Retail/Residential Building

The five-story Improvement abutting Germantown Avenue marked “Retail/Residential above” in the Bowman Submission.

(oo)Retail Units

Shall have the meaning set forth § § 1.02(a)(ii).

(pp)Reviewable Project

A development of (i) Parcel A described in § 2.02(b) above; and/or (ii) of Parcel B described in § 2.03(b) above.

(qq)Review Standard

Shall have the meaning set forth in § 3.01(b).

(rr) Rezoning Legislation

Shall have the meaning set forth in § 1.03.

(ss) Schematic Design Phase

Phase of the architect’s services in which the architect consults with the owner to ascertain the requirements of the project and prepares schematic design studies consisting of drawings and other documents illustrating the scale and relationship of the project components for approval by the owner.

(tt) Shawnee Neighbor

An owner of a tax parcel abutting the west side of the 8200 block of Shawnee Street between the unit blocks of West Hartwell Lane and West Southampton Avenue in Philadelphia, Pennsylvania.

(uu) Subdivision

Any division of the Property or Parcel A or Parcel B; and any creation of a unit, lot or parcel of real property for separate use or ownership by any means including by lease or by implementing the condominium form of ownership or a planned community. The term "Subdivision" includes any "subdivision" as defined in Applicable Law.

(vv) Submission Response Period

A period of thirty (30) days following receipt of a Required Submission, as such period may be extended with the consent of Bowman which consent shall not be unreasonably withheld, conditioned or delayed.

(ww) Survey

The Topographic and Boundary Plan for 8200 Germantown Ave., Philadelphia, PA prepared by Pennoni Associates Inc. dated April 7, 2010 and sealed by Dennis S. DiBlasio, P.L.S. on March 7, 2012.

(xx) Townhouse Units

Shall have the meaning set forth in § 1.02(a)(iii).

(yy) Unit(s)

Any Residential Unit, Retail Unit or Townhouse Unit.

(zz) West Hartwell Neighbor

An owner of a tax parcel abutting the south side of the unit (even numbers from 2 to 40 inclusive) block of West Hartwell Lane in Philadelphia, Pennsylvania.

(aaa) West Southampton Neighbor

An owner of a tax parcel abutting the south side of the unit (even numbers from 22 to 50 inclusive) block of West Southampton Avenue in Philadelphia, Pennsylvania.

(bbb) ZBA

The Zoning Board of Adjustment of the City of Philadelphia.

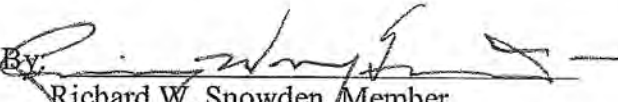
(ccc) Zoning Code

Title 14 of the Philadelphia Code, as the same may be amended and/or re-codified in the future. Any references to the Zoning Code refer to the Zoning Code as then existing as of the applicable date of reference. For purposes of §§2.02 and 2.03, the decision of L&I (as the same may be affirmed, reversed or modified on appeal by a final order of the ZBA or a reviewing appellate court (as the case may be)) shall be dispositive of whether a particular development complies with the Zoning Code.

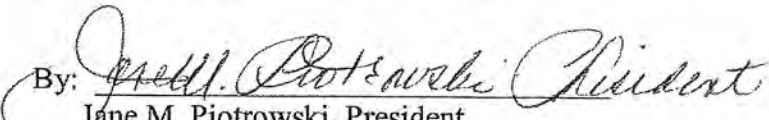
INTENDING TO BE LEGALLY BOUND, Bowman and the Association have signed and delivered this Declaration as of the Effective Date.

BOWMAN PROPERTIES LIMITED, a Pennsylvania limited partnership by its sole general partner:

BPCH, LLC, a Pennsylvania limited liability company

By: 
Richard W. Snowden, Member

CHESTNUT HILL COMMUNITY ASSOCIATION, a Delaware not-for-profit corporation

By: 
Jane M. Piotrowski, President

CONSENT AND AGREEMENT OF MORTGAGEE


RESIDUARY TRUST UNDER THE WILL OF RICHARD D. WOOD II (the "Mortgagee"), mortgagee under that certain mortgage dated January 8, 2009 from Bowman to Mortgagee in the original principal amount of \$5,000,000 recorded January 20, 2009 in the office of the Philadelphia Department of Records (the "Mortgage") as Instrument No. 52015077, hereby joins in this Declaration only for the express purpose of consenting to this Declaration and its recording and Mortgagee agrees that any subsequent foreclosure of the Mortgage shall not extinguish this Declaration and that the Mortgagee, the lien created thereby, and Mortgagee's interest in the property described therein by virtue of the Mortgage is, and shall be, subject to the terms and conditions of this Declaration.

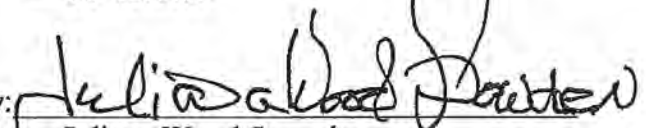
Nothing in the foregoing provisions of this Consent and Agreement of Mortgagee shall be deemed in any way to create between any person or entity named in this Declaration and the Mortgagee any relationship of partnership of joint venture, or to impose upon Mortgagee any liability, duty or obligation whatsoever.

Nothing in the within Consent and Agreement shall (a) constitute a waiver, amendment, consent or release by Mortgagee of any of its rights and remedies under the Mortgage as against the "Mortgagor" (as defined in the Mortgage), and/or (b) in any way release the Mortgagor from its obligation to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage; and the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage are unchanged, shall remain in full force and are ratified and confirmed by the Mortgagor, through its execution and delivery of this Declaration

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Agreement of Mortgagee or causes it to be executed on its behalf by its duly authorized representatives, this ____ day of May, 2012.

RESIDUARY TRUST UNDER THE WILL OF
RICHARD D. WOOD II

By: 
Richard W. Snowden
Co-Trustee

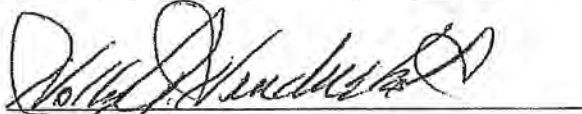
By: 
Juliana Wood Snowden
Co-Trustee 05/18/12

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF PHILADELPHIA:

ON THIS, the 16th day of May, 2012, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Richard W. Snowden, who acknowledged himself to be a Co-Trustee of the RESIDUARY TRUST UNDER THE WILL OF RICHARD D. WOOD II, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Notary Public

My Commission Expires: 12/15/13

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
HOLLY A. HENDERSHOTT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires December 15, 2013

STATE OF Pennsylvania:

COUNTY OF Philadelphia:

ON THIS, the 18th day of May, 2012, before me, a Notary Public in and for the State of Pennsylvania, personally appeared Juliana Wood Snowden, who acknowledged himself to be a Co-Trustee of the RESIDUARY TRUST UNDER THE WILL OF RICHARD D. WOOD II, and that she in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Notary Public

My Commission Expires: 12/15/13

(Notarial Seal)

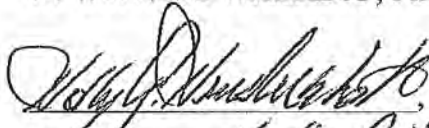
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
HOLLY A. HENDERSHOTT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires December 15, 2013

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF PHILADELPHIA:

ON THIS DAY May 21st, 2012 before me, the undersigned officer, personally appeared Richard W. Snowden, who acknowledged himself to be the Managing Member of BPCH, LLC, a Pennsylvania limited liability company, the sole general partner of BOWMAN PROPERTIES LIMITED, a Pennsylvania limited partnership, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the entity by himself as such officer.

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

, Notary Public
Print Name: Holly A. Hendershott

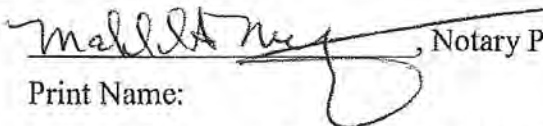
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
HOLLY A. HENDERSHOTT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires December 15, 2013

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF PHILADELPHIA:

ON THIS DAY May 22nd, 2012 before me, the undersigned officer, personally appeared Jane M. Piotrowski, President of the CHESTNUT HILL COMMUNITY ASSOCIATION, a Delaware not-for-profit corporation, and that she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the entity by herself as such officer.

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

, Notary Public
Print Name:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
MAHALAH A. MARKOVITZ, Notary Public
City of Philadelphia, Phila. County
My Commission Expires April 15, 2014

Exhibit "A"
Description of Parcel A

ALL THAT CERTAIN TRACT OR PARCEL OF GROUND SITUATE IN THE CITY OF PHILADELPHIA, COMMONWEALTH OF PENNSYLVANIA, AS SHOWN ON A CERTAIN PLAN ENTITLED "SUBDIVISION PLAN" PREPARED BY PENNONI ASSOCIATES INC. DATED 4/6/11, REVISED 2/27/2012, PROJECT NUMBER BOWM 1001.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF GERMANTOWN AVENUE (70 FEET WIDE - 60 FEET WIDE LEGALLY OPEN) AND THE NORTHWESTERLY LINE OF HARTWELL LANE (50 FEET WIDE);

THENCE (1) FROM SAID POINT OF BEGINNING AND ALONG SAID NORTHWESTERLY LINE OF HARTWELL LANE (50 FEET WIDE), S 39°34'35" W, A DISTANCE OF 325.182 FEET TO A POINT, COMMON CORNER TO PROPOSED LOT "B";

THENCE (2) LEAVING SAID NORTHWESTERLY LINE OF HARTWELL LANE AND ALONG THE NORTHEASTERLY PROPERTY LINE OF PROPOSED LOT "B", N 50°25'25" W, A DISTANCE OF 28.760 FEET TO A POINT,

THENCE (3) CONTINUING ALONG SAME, S 39°34'35" W, A DISTANCE OF 5.783 FEET TO A POINT,

THENCE (4) CONTINUING ALONG SAME, N 50°25'25" W, A DISTANCE OF 198.686 FEET TO A POINT, COMMON TO OPA NO. 09-2-1801-00;

THENCE (5) ALONG THE SOUTHWESTERLY PROPERTY LINE OF VARIOUS PARCELS, N 39°41'34" E, A DISTANCE OF 124.442 FEET TO A POINT, COMMON CORNER TO OPA NO. 882800300;

THENCE (6) S 50°32'15" E, A DISTANCE OF 30.219 FEET TO A POINT;

THENCE (7) N 39°56'28" E, A DISTANCE OF 244.969 FEET TO AN ANGLE POINT;

THENCE (8) N 52°45'01" E, A DISTANCE OF 30.552 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF GERMANTOWN AVENUE (70 FEET WIDE - 60 FEET WIDE LEGALLY OPEN);

THENCE (9) ALONG SAID SOUTHWESTERLY LINE OF GERMANTOWN AVENUE (70 FEET WIDE - 60 FEET WIDE LEGALLY OPEN), S 30°30'56" E, A DISTANCE OF 200.427 FEET TO THE SAID POINT OF BEGINNING.

BEING A PORTION OF OPA ACCOUNT NO. 88-2038305.

BEING A PORTION OF THE SAME PREMISES WHICH JCM REALTY, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY, BY DEED DATED JANUARY 8, 2009 AND RECORDED JANUARY 20, 2009 IN THE PHILADELPHIA DEPARTMENT OF RECORDS AS DOCUMENT NO. 52015076, GRANTED AND CONVEYED IN FEE UNTO BOWMAN PROPERTIES LIMITED, A PENNSYLVANIA LIMITED PARTNERSHIP.

Exhibit "B"
Description of Parcel B

ALL THAT CERTAIN TRACT OR PARCEL OF GROUND SITUATE IN THE CITY OF PHILADELPHIA, COMMONWEALTH OF PENNSYLVANIA, AS SHOWN ON A CERTAIN PLAN ENTITLED "SUBDIVISION PLAN" PREPARED BY PENNONI ASSOCIATES INC. DATED 4/6/11, REVISED 2/27/2012, PROJECT NUMBER BOWM 1001.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT ON THE NORTHWESTERLY LINE OF HARTWELL LANE (50 FEET WIDE), SAID POINT BEING THE FOLLOWING COURSE FROM THE INTERSECTION OF THE SOUTHWESTERLY LINE OF GERMANTOWN AVENUE (70 FEET WIDE - 60 FEET WIDE LEGALLY OPEN) AND THE NORTHWESTERLY LINE OF HARTWELL LANE (50 FEET WIDE);

S 39°34'35" W, A DISTANCE OF 325.182 FEET TO THE POINT OF BEGINNING

THENCE (1) FROM SAID POINT OF BEGINNING AND ALONG SAID NORTHWESTERLY LINE OF HARTWELL LANE (50 FEET WIDE), S 39°34'35" W, A DISTANCE OF 80.889 FEET TO A POINT, COMMON CORNER TO THE NORTHEASTERLY LINE OF SHAWNEE STREET (60' WIDE LEGALLY OPEN);

THENCE (2) LEAVING SAID NORTHWESTERLY LINE OF HARTWELL LANE AND ALONG THE SAID NORTHEASTERLY LINE OF SHAWNEE STREET, N 50°32'15" W, A DISTANCE OF 227.604 FEET TO A POINT, COMMON CORNER TO OPA NO. 09-2-2557-00;

THENCE (3) LEAVING SAID NORTHEASTERLY LINE OF SHAWNEE STREET AND ALONG THE SOUTHWESTERLY PROPERTY LINE OF VARIOUS PARCELS, N 39°41'34" E, A DISTANCE OF 75.558 FEET TO A POINT, COMMON CORNER TO PROPOSED LOT A;

THENCE (4) ALONG THE SOUTHWESTERLY PROPERTY LINE OF PROPOSED LOT A, S 50°25'25" E, A DISTANCE OF 198.686 FEET TO A POINT;

THENCE (5) CONTINUING ALONG SAME, N 39°34'35" E, A DISTANCE OF 5.783 FEET TO A POINT;

THENCE (6) S 50°25'25" E, A DISTANCE OF 28.760 FEET TO THE SAID POINT OF BEGINNING.

BEING A PORTION OF OPA ACCOUNT NO. 88-2038305.

BEING A PORTION OF THE SAME PREMISES WHICH JCM REALTY, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY, BY DEED DATED JANUARY 8.

2009 AND RECORDED JANUARY 20, 2009 IN THE PHILADELPHIA DEPARTMENT OF RECORDS AS DOCUMENT NO. 52015076, GRANTED AND CONVEYED IN FEE UNTO BOWMAN PROPERTIES LIMITED, A PENNSYLVANIA LIMITED PARTNERSHIP.

Exhibit "C"

Parcel A Dimensional/Massing Standards

A. Maximum Height*

1. For the first 150' back from the PL measured at the corner of Germantown Avenue and W. Hartwell Lane, the maximum height shall be 60' (measured at average grade along Germantown Avenue).

2. For the first 180' back from the PL measured at the intersection of Germantown Avenue and the base of the northern façade wall, the maximum height shall be 60' (measured at average grade along Germantown Avenue).

3. Beyond the first 150' from the PL measured at the corner of Germantown Avenue and W. Hartwell Lane, the maximum height shall be 35' (measured at average grade along W. Hartwell Lane).

4. Beyond the first 180' from the PL measured at the intersection of Germantown Avenue and the base of the northern façade wall, the maximum height shall be 35' (measured at average grade along W. Hartwell Lane).

* Height shall be calculated as per Section 14-313(1) of the Zoning Code existing as of the Effective Date.

B. Setbacks and Massing Parameters

1. **Overall:** Setbacks reference the vertical plane of the building walls; measured from the PL. Decks, roof terraces, balconies, railings, bays, parapets and other architectural elements are permitted to be in front of this plane. These percentages are relative to the building wall frontage as measured along the particular floor level from the PL to that particular floor level.

2. PL Along Germantown Avenue (Northwestern PL)

(a) 5th Floor:

100% of wall – 24'-0" Setback from PL

(b) 4th Floor:

85% of wall – 8'-0" Setback from PL

15% of wall – 9'-6" Setback from PL

(c) 3rd Floor:

85% of wall at PL

15% of wall – 2'-0" Setback from PL

(d) 2nd Floor:

80% of wall at PL
20% of wall – 2'-0" Setback from PL

(e) 1st Floor:
90% of wall at PL
10% of wall – 2'-0" Setback from PL
Entry Doors to Shops recessed 2'-6"

3. PL Along Hartwell Lane (Southeastern PL)

(a) 5th Floor:
50% of wall – 12'-0" Setback from PL
50% of wall – 16'-0" Setback from PL

(b) 4th Floor:
30% of wall at PL
60% of wall – 8'-0" Setback from PL
10% of wall – 16'-0" Setback from PL

(c) 3rd Floor:
80% of wall at PL
20% of wall – 8'-0" Setback from PL

(d) 2nd Floor:
90% of wall at PL
10% of wall – 2'-0" Setback from PL

(e) 1st Floor:
90% of wall at PL - Setback from PL
10% of wall – 2'-0" - Setback from PL
Entry Door recessed 2'-6"

Along Parcel A, Bowman shall provide a side yard of at least three (3) feet in width along the W. Hartwell Lane sidewalk. [Measurement should be from PL not sidewalk: Under discussion.]

4. Northwestern Façade Wall (setbacks pertain to area within 180' of Germantown Avenue PL along the building's northwestern façade wall)

(a) 5th Floor:
60% of wall – 12'-0" Setback from the base of the northwestern façade wall.
40% of wall – 16'-0" Setback from the base of the northwestern façade wall.

(b) 4th Floor:
60% of wall at the base of the northwestern façade wall.
40% of wall – 8'-0" Setback from the base of the northwestern façade wall.

(c) 3rd Floor:

90% of wall at the base of the northwestern façade wall.

10% of wall – 8'-0" Setback from the base of the northwestern façade wall.

(d) 2nd Floor:

90% of wall at the base of the northwestern façade wall.

10% of wall – 2'-0" Setback from the base of the northwestern façade wall.

(e) 1st Floor:

90% of wall at the base of the northwestern façade wall.

10% of wall – 2'-0" Setback from the base of the northwestern façade wall.

An entrance along the northwestern façade wall will not require a recess.

C. Maximum Gross Floor Area (as calculated under the Zoning Code effective as of the Effective Date) shall not exceed 83,139.10 square feet.

Exhibit "D"
Parcel A Site Development Standards

A. Landscaped Buffers:

1. Minimum of 6' of densely landscaped setback/buffer between surface parking lot and all adjacent residential properties (i.e. non-commercially or occupationally used properties) and expressly excluding any property with street frontage on Germantown Avenue. The foregoing landscaping along the southwestern PL (parallel to Southampton Avenue) shall not be placed at the base of any retaining wall, but rather shall be at grade of the abutting residential properties.
2. Required landscaped buffer shall be constructed and maintained on property owned or permanently controlled by owner of the Site.
3. If control of abutting land is acquired by easement or otherwise, to the extent practicable, Bowman shall maintain existing land elevations thereon; provided, however, that (with screening to preserve visual buffer for abutting residential neighbors) Bowman may make changes to the existing grade of such land to the extent necessary in connection with compliance with the Philadelphia Water Department's stormwater management regulations. Notwithstanding anything to the contrary contained herein, if control of abutting land is acquired (by easement or otherwise) with street frontage (x) along Germantown Avenue, or (y) on Shawnee Street abutting 8201 Shawnee Street, (i) a minimum of 6' of densely landscaped setback/buffer between such acquired land and all adjacent residential properties (i.e. non-commercially or occupationally used properties) shall be installed; (ii) the existing grade of such 6' setback/buffer area shall be maintained; and (iii) Bowman shall furnish and install (at Bowman's cost) legally compliant, rear yard fencing (of Bowman's reasonable selection consisting of quality materials) for residential properties owned by West Southampton Neighbors which abut such acquired land (if any).

B. Signage:

1. All commercial and directional project signage shall be submitted for review by the Association prior to obtaining building or electrical permits for such Improvements.
2. The design of all commercial and directional project signage shall: (i) comply with Applicable Law; and (ii) be guided by the applicable portions of the Guidelines (excluding any numerical caps on otherwise permitted sign area contained therein).
3. Notwithstanding anything to the contrary contained herein, absent the Association's approval, the following signage shall not be permitted: (i) back-lit signage; (ii) flashing signage; (iii) internally lit signage; and/or (iv) neon or LED signs.

C. Bump-Outs:

Subject to the approval of the Philadelphia Streets Department and the Pennsylvania Department of Transportation, “bump outs” are to be installed at 4 locations along Germantown Avenue (at the Germantown Avenue entrance and at the Hartwell Lane intersection).

D. Parking Lot:

1. Minimum number of parking spaces for development with approximately 25,000 square feet of retail space: 85.
2. Landscaping (with trees) along southwestern façade wall and on any island between southwestern façade wall and southwestern PL.
3. The closest striped parking space(s) in the parking lot will be at least: (i) 35 feet from the PL along Germantown Avenue; and (ii) 25 feet from the PL along W. Hartwell Lane.

E. Trash Containers:

1. No exposed trash containers are permitted anywhere on Parcel A; provided, however, that on-site litter bins along sidewalks are permitted.
2. All trash containers (excepting litter bins) are to be located in enclosures with landscaping.

F. Stormwater

No standard surface stormwater basins are permitted; provided, however, that bio-swaales, vegetative swales and similar modern, sustainable stormwater management devices are permitted.

G. Lighting

Lighting controls to be implemented to limit spillover light to adjacent properties in accordance with a nationally recognized lighting standard mutually agreeable to the Association and Bowman. Such lighting standard to include (where appropriate) dimming of the parking lot lights after the close of business of the Retail Units.

H. Screening

1. Rooftop equipment shall be screened from view of West Hartwell Neighbors, West Southampton Neighbors and Shawnee Neighbors.
2. The height and visibility of any elevator penthouse and/or stair overrides within Parcel A shall be addressed (consistent with the requirements of the City of Philadelphia and any other Applicable Law).

I. Materials

Unless approved by the Association in writing (such approval not to be unreasonably withheld, conditioned or delayed), the Approved Project shall utilize exterior building materials that are of real or natural materials consistent with those found on other facades along the Germantown Avenue neighborhood business corridor.

Exhibit "E"
Parcel A Operational Standards

A. Retail Units

1. **Germantown Avenue.** Street level windows of Retail Units on Germantown Avenue must be kept lit and security grates rolled up during regular business hours (10 a.m. to 5 p.m. daily except Sundays and holidays) whether or not the Retail Unit is then occupied.
2. **Market.** Any grocery in a Retail Unit not fronting on Germantown Avenue must not open to the public for business earlier than 8 a.m. nor close later than 10 p.m. Any other retail use in a Retail Unit not fronting on Germantown Avenue must not open to the public for business earlier than 7 a.m. nor close later than 10:30 p.m.
3. **Guidelines.** Owner must, or must cause tenants to, install and maintain the window boxes, street trees and other plantings shown on the Plans or otherwise consistent with the Guidelines.

B. Vehicular Controls

1. No deliveries between 11 p.m. and 6 a.m. for any grocery in any Retail Unit not fronting on Germantown Avenue except for deliveries during critical periods, e.g., holiday season, or events beyond the commercially reasonable control of the grocery.
2. Bowman shall comply with Section 10-722(6)(d) of the Philadelphia Code which generally provides that "[n]o dumpster" shall be serviced between the hours of 9:00 p.m. and 7:00 a.m."
3. No idling of trucks.
4. Garage doors to be kept closed except when vehicle is entering or leaving.

C. Nuisance Controls

1. Implement rodent control plan compliant with nationally recognized standards to prevent rodents.
2. Implement odor control measures to mitigate odors from commercial operations compliant with nationally-recognized standards to prevent offsite offensive odors from the Approved Project.

D. Parking

1. Owner of Parcel A shall use commercially reasonable efforts to cause employees of a Retail Unit not fronting on Germantown Avenue to avoid parking on adjacent residential streets and, instead, park at designated offsite parking spaces. Bowman shall have a point person who shall handle and attempt to resolve any complaints regarding employee parking on adjacent residential streets.

2. Parking for Residential Units to be provided at a ratio of one space per Residential Unit within the underground parking facility below the Retail/Residential Building.

Exhibit "F"

Parcel A Construction Related Standards

- A. Before commencement of construction of Improvements, Bowman shall provide to the Association a construction schedule and update it when changes occur.
- B. All construction vehicles shall enter and exit the site via Germantown Avenue.
- C. No parking of construction related vehicles (including cars of construction workers) along either W. Hartwell Lane or Southampton Avenue.
- D. Traffic reversal of W. Hartwell Lane to commence upon the earlier of: (i) the completion of the grocery building; or (ii) June 1, 2013.
- E. The Approved Project within Parcel A shall be constructed contemporaneously as an integrated whole.
- F. During construction on Parcel A, Bowman shall maintain the appearance of Parcel B in a clean and sightly condition and in compliance with Applicable Laws, including laws relating to erosion and sedimentation control. If construction commencement of the Approved Project within Parcel B is delayed by more than 18 months after construction commencement of Improvements within Parcel A, Bowman shall install landscaping necessary to maintain Parcel B's appearance.
- G. If construction causes the need for street closure, Bowman shall notify the Association and abutting neighbors at least 24 hours in advance.
- H. Bowman shall comply with Chapter 10-400 of the Philadelphia Code which generally provides that construction activities shall not begin before 7:00 a.m. on weekdays and before 8:00 a.m. on weekends. No construction activities are permitted after 8 p.m.
- I. Bowman shall employ industry standards during construction to minimize the dispersion of dust.
- J. All relevant construction contracts will require compliance with the requirements of this Exhibit.

Exhibit "G"

Parcel B Dimensional/Massing Standards

- A. Maximum Height: 38 feet (measured at average sidewalk grade along Shawnee Street to average of pitched roof of each townhome).
- B. Maximum No. of Stories: 4
- C. Setback from Shawnee Street: 16' from PL (setback reference the vertical plan of the building walls from the PL. Walls, terraces, balconies, fences, bays, other architectural elements and landscaping are permitted to be in front of this plane).
- D. Setback from W. Hartwell Lane (1st house): Three (3) foot side yard setback from W. Hartwell Lane required if a final, unappealable dimensional variance is obtained from the ZBA (with no third party appeals thereof being filed) and further provided that the Association shall affirmatively support the grant of such dimensional variance.
- E. Maximum No. of Dwelling Units/Lots: 8
- F. Min. Number of Building Groupings: 2.
- G. Common trash enclosure and trash collection plan for the Residential Units in the location shown on the Plans. The trash enclosure shall: (i) utilize rubber, plastic or other non metal trash containers in order to reduce noise; and (ii) be serviced by a private trash hauler.

Exhibit "H"

Parcel B Construction Related Standards

- A. Bowman to provide a construction schedule and update it when changes occur.
- B. All construction vehicles shall enter and exit via Germantown Avenue or Shawnee Street.
- C. No parking of construction related vehicles (including vehicles of construction workers) along either West Hartwell Lane or West Southampton Avenue or Shawnee Street.
- D. If construction causes the need for street closure, Bowman shall notify the Association and abutting neighbors at least 24 hours in advance.
- E. Bowman shall comply with Chapter 10-400 of the Philadelphia Code which generally provides that construction activities shall not begin before 7:00 a.m. on weekdays and before 8:00 a.m. on weekends.
- F. Bowman shall employ industry standards during construction to minimize the dispersion of dust.
- J. All relevant construction contracts will require compliance with the requirements of this Exhibit.

Exhibit "I"

Description of Former R-5 Portion of Parcel A

ALL THAT CERTAIN TRACT OR PARCEL OF GROUND SITUATE IN THE CITY OF PHILADELPHIA, COMMONWEALTH OF PENNSYLVANIA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT ON THE NORTHWESTERLY LINE OF HARTWELL LANE (50 FEET WIDE), SAID POINT BEING THE FOLLOWING COURSE FROM THE INTERSECTION OF THE SOUTHWESTERLY LINE OF GERMANTOWN AVENUE (70 FEET WIDE - 60 FEET WIDE LEGALLY OPEN) AND THE NORTHWESTERLY LINE OF HARTWELL LANE (50 FEET WIDE);

S 39°34'35" W, A DISTANCE OF 325.182 FEET TO THE POINT OF BEGINNING

THENCE (1) FROM SAID POINT OF BEGINNING, LEAVING SAID NORTHWESTERLY LINE OF HARTWELL LANE (50 FEET WIDE) AND ALONG THE PROPOSED NORTHEASTERLY LINE OF LOT B, N 50°25'25"W, A DISTANCE OF 28.760 FEET TO A POINT;

THENCE (2) CONTINUING ALONG SAME, S 39°34'35" W, A DISTANCE OF 5.783 FEET TO A POINT,

THENCE (3) CONTINUING ALONG SAME, N 50°25'25" W, A DISTANCE OF 198.686 FEET TO A POINT ON THE SOUTHWESTERLY PROPERTY LINE OF VARIOUS PARCELS,

THENCE (4) ALONG THE SOUTHWESTERLY PROPERTY LINE OF VARIOUS PARCELS, N 39°41'34" E, A DISTANCE OF 68.740 FEET TO A POINT ON THE ZONING DISTRICT LINE;

THENCE (5) ALONG THE ZONING DISTRICT LINE, S 50°25'25" E, A DISTANCE OF 227.311 FEET TO A POINT ON THE NORTHWESTERLY LINE OF HARTWELL LANE (50 FEET WIDE);

THENCE (6) ALONG THE NORTHWESTERLY LINE OF HARTWELL LANE (50 FEET WIDE), S 39°34'35" W, A DISTANCE OF 63.409 FEET TO THE SAID POINT OF BEGINNING.

BEING A PORTION OF OPA ACCOUNT NO. 88-2038305.

BEING A PORTION OF THE SAME PREMISES WHICH JCM REALTY, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY, BY DEED DATED JANUARY 8, 2009 AND RECORDED JANUARY 20, 2009 IN THE PHILADELPHIA DEPARTMENT OF RECORDS AS DOCUMENT NO. 52015076, GRANTED AND

CONVEYED IN FEE UNTO BOWMAN PROPERTIES LIMITED, A
PENNSYLVANIA LIMITED PARTNERSHIP.

Prepared by and return to:
Ballard Spahr LLP
1735 Market Street
Philadelphia, PA 19103
Attn: Matthew N. McClure, Esquire

OPA Parcel Identification Nos.: 88-2-0383-06
and 88-2-0383-24

**AMENDED AND RESTATED
FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS AMENDED AND RESTATED FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS (this "Restated First Amendment") dated as of May 30, 2014 (the "Effective Date") is made by BOWMAN PROPERTIES LIMITED, a Pennsylvania limited partnership ("BPL"), 8200 COMMERCIAL, LP, a Pennsylvania limited partnership ("8200 Commercial"; and together with BPL, the "Rowman Parties"), and the CHESTNUT HILL COMMUNITY ASSOCIATION, a Delaware not-for-profit corporation (the "Association"; each a "Party" and collectively, the "Parties").

BACKGROUND

A. BPL and the Association executed that certain Declaration of Covenants and Restrictions dated as of May 16, 2012 and recorded in the Philadelphia Department of Records on June 13, 2012 as Instrument No. 52495727 (the "Declaration") affecting the Property (as such term is defined in the Declaration).

B. BPL and the Association executed that certain First Amendment to Declaration of Covenants and Restrictions dated as of July 30, 2012 amending the Declaration (the "First Amendment"). The First Amendment modified, *inter alia*, the Parcel A Dimensional/Massing Standards (as such term is defined in the Declaration) pursuant to (and as contemplated by) Section 3.01(e) of the Declaration. The First Amendment was never recorded in the Philadelphia Department of Records (the "Recording Office").

C. By Deed of Confirmation dated December 6, 2013 and recorded December 13, 2013 in the Recording Office as Instrument No. 52730345, BPL confirms that BPL legally subdivided the Property into Parcel A and Parcel B (as such terms are defined in the Declaration). The subdivision is consistent with Section 1.02(a) of the Declaration.

D. BPL has informed CHCA that it has conveyed fee simple title in Parcel A to 8200 Commercial by Deed dated December 7, 2013 and recorded December 24, 2013 in the Recording Office as Instrument No. 52733870.

E. Association has completed its review of the plans submitted by the Bowman Parties as the Required Submissions for a Reviewable Project on Parcel A for the purpose of determining whether such plans meet the Review Standard; accordingly, the Bowman Parties and the Association desire to amend the Declaration and amend and restate the Amendment as contemplated by Section 3.01(e) of the Declaration.

AGREEMENT

NOW, THEREFORE, in consideration of the Background, which is incorporated herein as if set forth below in full, and the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Superseding Agreement. The First Amendment is hereby entirely superseded by this Restated First Amendment and this Restated First Amendment is entered into in the place and instead of the First Amendment.

2. Capitalized Terms. Capitalized terms used but not defined herein shall have the meaning ascribed to those terms in the Declaration.

3. Metes and Bounds Descriptions. The provisions of Article I of the Declaration to the contrary notwithstanding:

(a) Parcel A is identified for real estate tax purposes as 8200 Germantown Avenue and OPA Account No. 88-2-0383-06 and is more particularly described by metes and bounds legal description on Exhibit "A" attached hereto and incorporated herein by this reference.

(b) Parcel B is identified for real estate tax purposes as 8201 Shawnee Street and OPA Account No. 88-2-0383-25 and is more particularly described by metes and bounds legal description on Exhibit "B" attached hereto and incorporated herein by this reference.

4. Parcel A Dimensional/Massing Standards. The Parcel A Dimensional/Massing Standards found on Exhibit "C" of the Declaration are hereby deleted and, in lieu thereof, replaced with the modified Parcel A dimensional/massing standards found on Exhibit "C" attached hereto and incorporated herein by this reference (the "Modified Parcel A Dimensional/Massing Standards").

5. Parcel B Dimensional/Massing Standards. The provisions of the Exhibit "G" of the Declaration to the contrary notwithstanding, paragraph D of Exhibit "G" is hereby deleted and, in lieu thereof, replaced with the following:

Minimum Setback from W. Hartwell Lane (1st house): Five (5) feet side yard setback (setback references the vertical plane of the building wall from the PL)

6. Final Plans for the Approved Project. Pursuant to Section 3.01(e) of the Declaration, the Parties hereby acknowledge and confirm that the architectural plans identified on Exhibit "D" attached hereto and incorporated herein by this reference (collectively, with such revisions to those plans as have been or will be submitted to Association and, if applicable, reviewed by Association for conformance with the Parcel A Standards, the "Final Parcel A Plans") conform to and are consistent with the Parcel A Standards, including the Modified Parcel A Dimensional/Massing Standards. A full copy of the Final Parcel A Plans, including any revisions to such plans as may occur during construction, shall be kept in the offices of the Association and the offices of the Bowman Parties.

7. Counterparts. This Restated First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original against any Party whose signature appears thereon, and shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all Parties reflected hereon as the signatories.

8. Miscellaneous.

(a) Any inconsistencies or conflicts between the terms and provisions of the Declaration, and the terms and provisions of this Restated First Amendment shall be resolved in the favor of the terms and provisions of this Restated First Amendment.

(b) Except as expressly modified by this Restated First Amendment, the Declaration remains unamended and in full force and effect.

(c) The terms and conditions of the Declaration, as amended by this Restated First Amendment, are made a part hereof and incorporated herein by this reference.

(d) The Bowman Parties and the Association each represent and warrant to the other that as of the Effective Date neither the Bowman Parties nor the Association is aware of a breach by the other of any obligation of such Party under the Declaration.


(e) Each Party represents and warrants to the other Party that it has undertaken all necessary corporate, limited partnership and/or limited liability company action for approval of this Restated First Amendment, and that the person signing this Restated First Amendment has the authority to bind the Party for which he/she is signing.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have duly executed this Amended and Restated First Amendment to Declaration of Covenants and Restrictions intending to be legally bound hereby, as of the Effective Date.

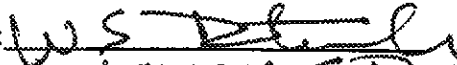
BOWMAN PROPERTIES LIMITED, a
Pennsylvania limited partnership

By: **BPCH, LLC**, a Pennsylvania limited
liability company and its general
partner


Richard W. Snowden
Member

Date: 6.19.14

**CHESTNUT HILL COMMUNITY
ASSOCIATION**, a Delaware not-for-profit
corporation

By: 
Name: WILLIAM S. DETMOLD
President

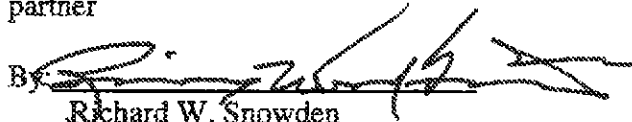
Date: 6-19-14

8200 COMMERCIAL, LP, a Pennsylvania
limited partnership

By: **Archers, LLC**, a Pennsylvania limited
liability company and its general
partner

By: **Bowman Properties Limited**, a
Pennsylvania limited partner and its
sole member

By: **BPCH, LLC**, a Pennsylvania limited
liability company and its general
partner

By: 
Richard W. Snowden
Managing Member

Date: 6.19.14

CONSENT AND AGREEMENT OF MORTGAGEE

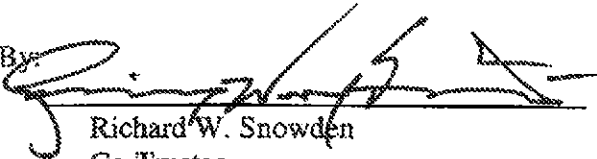
RESIDUARY TRUST UNDER THE WILL OF RICHARD D. WOOD II (the "Mortgagee"), mortgagee under that certain mortgage dated January 8, 2009 from Bowman to Mortgagee in the original principal amount of \$5,000,000 recorded January 20, 2009 in the office of the Philadelphia Department of Records (the "Mortgage") as Instrument No. 52015077, hereby joins in this Restated First Amendment only for the express purpose of consenting to this Restated First Amendment and its recording and Mortgagee agrees that any subsequent foreclosure of the Mortgage shall not extinguish this Restated First Amendment and that the Mortgagee, the lien created thereby, and Mortgagee's interest in the property described therein by virtue of the Mortgage is, and shall be, subject to the terms and conditions of this Restated First Amendment.

Nothing in the foregoing provisions of this Consent and Agreement of Mortgagee shall be deemed in any way to create between any person or entity named in this Restated First Amendment and the Mortgagee any relationship of partnership or joint venture, or to impose upon Mortgagee any liability, duty or obligation whatsoever.

Nothing in the within Consent and Agreement shall (a) constitute a waiver, amendment, consent or release by Mortgagee of any of its rights and remedies under the Mortgage as against the "Mortgagor" (as defined in the Mortgage), and/or (b) in any way release the Mortgagor from its obligation to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage; and the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage are unchanged, shall remain in full force and are ratified and confirmed by the Mortgagor, through its execution and delivery of this Restated First Amendment.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Agreement of Mortgagee or causes it to be executed on its behalf by its duly authorized representatives, this 23 day of July, 2014.

RESIDUARY TRUST UNDER THE WILL OF
RICHARD D. WOOD II

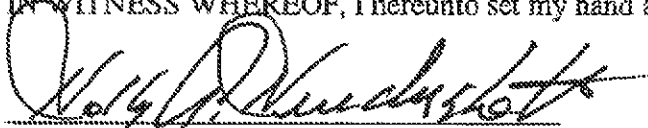
By: 
Richard W. Snowden
Co-Trustee

By: 
Juliana Wood Snowden
Co-Trustee

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF PHILADELPHIA)

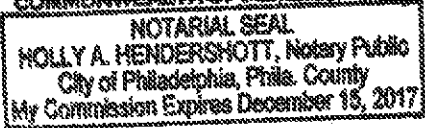
ON THIS, the 19th day of June, 2014, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Richard W. Snowden, who acknowledged himself to be the managing member of BPCH, LLC, a Pennsylvania limited liability company and general partner of BOWMAN PROPERTIES LIMITED, a Pennsylvania limited partnership, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Notary Public

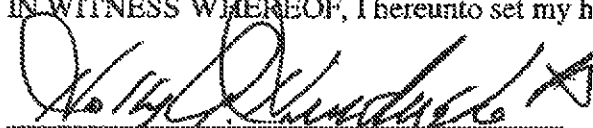
Mr. Commissioner of Finance 12/15/17



COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF PHILADELPHIA)

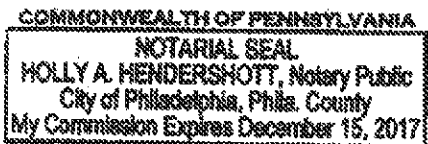
ON THIS, the 19th day of June, 2014, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Richard W. Snowden, who acknowledged himself to be the managing member of BPCH, LLC, a Pennsylvania limited liability company and general partner of BOWMAN PROPERTIES LIMITED, a Pennsylvania limited partnership, the sole member of ARCHERS, LLC, a Pennsylvania limited liability company and general partner of 8200 COMMERCIAL, LP, a Pennsylvania limited partnership, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Notary Public

My Commission Expires: 12/15/17



COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF PHILADELPHIA)

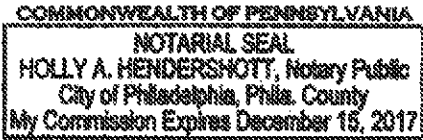
ON THIS, the 19th day of June, 2014, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared *William Delwacker* who acknowledged herself/himself to be the president of the CHESTNUT HILL COMMUNITY ASSOCIATION, a Delaware not-for-profit corporation, and that she/he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Notary Public

My Commission Expires: 12/15/17



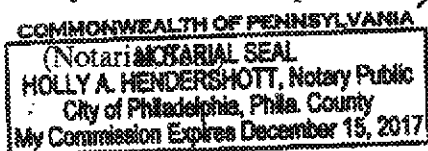
COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF PHILADELPHIA)

ON THIS, the 19th day of June, 2014, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Richard W. Snowden, who acknowledged himself to be a Co-Trustee of the RESIDUARY TRUST UNDER THE WILL OF RICHARD D. WOOD II, and that he in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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




Notary Public
My Commission Expires: 12/15/17



STATE OF OREGON)
) ss
COUNTY OF Clackamas)

ON THIS, the 23 day of July, 2014, before me, a Notary Public in and for the State of Oregon, personally appeared Juliana Wood Snowden, who acknowledged himself to be a Co-Trustee of the RESIDUARY TRUST UNDER THE WILL OF RICHARD D. WOOD II, and that she in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



Notary Public
My Commission Expires:

(Notarial Seal)

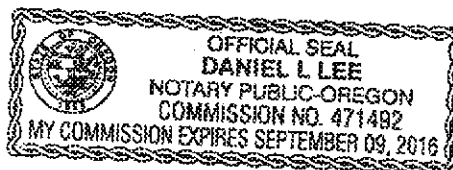


EXHIBIT "A"

Parcel A Metes and Bounds Legal Description

ALL THAT CERTAIN TRACT OR PARCEL OF GROUND SITUATE IN THE CITY OF PHILADELPHIA, COMMONWEALTH OF PENNSYLVANIA, AS SHOWN ON A CERTAIN PLAN ENTITLED "SUBDIVISION PLAN" PREPARED BY PENNONI ASSOCIATES INC. DATED 4/6/11, REVISED 2/27/2012, PROJECT NUMBER BOWM 1001, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF GERMANTOWN AVENUE (70 FEET WIDE - 60 FEET WIDE LEGALLY OPEN) AND THE NORTHWESTERLY LINE OF HARTWELL LANE (50 FEET WIDE);

THENCE (1) FROM SAID POINT OF BEGINNING AND ALONG SAID NORTHWESTERLY LINE OF HARTWELL LANE (50 FEET WIDE), S 39°34'35" W, A DISTANCE OF 325.182 FEET TO A POINT, COMMON CORNER TO PROPOSED LOT "B";

THENCE (2) LEAVING SAID NORTHWESTERLY LINE OF HARTWELL LANE AND ALONG THE NORTHEASTERLY PROPERTY LINE OF PROPOSED LOT "B", N 50°25'25" W, A DISTANCE OF 28.760 FEET TO A POINT,

THENCE (3) CONTINUING ALONG SAME, S 39°34'35" W, A DISTANCE OF 5.783 FEET TO A POINT,

THENCE (4) CONTINUING ALONG SAME, N 50°25'25" W, A DISTANCE OF 198.686 FEET TO A POINT, COMMON TO OPA NO. 09-2-1801-00;

THENCE (5) ALONG THE SOUTHWESTERLY PROPERTY LINE OF VARIOUS PARCELS, N 39°41'34" E, A DISTANCE OF 124.442 FEET TO A POINT, COMMON CORNER TO OPA NO. 882800300;

THENCE (6) S 50°32'15" E, A DISTANCE OF 30.219 FEET TO A POINT;

THENCE (7) N 39°56'28" E, A DISTANCE OF 244.969 FEET TO AN ANGLE POINT;

THENCE (8) N 52°45'01" E, A DISTANCE OF 30.552 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF GERMANTOWN AVENUE (70 FEET WIDE - 60 FEET WIDE LEGALLY OPEN);

THENCE (9) ALONG SAID SOUTHWESTERLY LINE OF GERMANTOWN AVENUE (70 FEET WIDE - 60 FEET WIDE LEGALLY OPEN), S 30°30'56" E, A DISTANCE OF 200.427 FEET TO THE SAID POINT OF BEGINNING.

BEING OPA NO. 88-2-0383-06

BEING 8200 GERMANTOWN AVENUE

EXHIBIT "B"

Parcel B Metes and Bounds Legal Description

ALL THAT CERTAIN TRACT OR PARCEL OF GROUND SITUATE IN THE CITY OF PHILADELPHIA, COMMONWEALTH OF PENNSYLVANIA, AS SHOWN ON A CERTAIN PLAN ENTITLED "SUBDIVISION PLAN" PREPARED BY PENNONI ASSOCIATES INC. DATED 4/6/11, REVISED 2/27/2012, PROJECT NUMBER BOWM 1001, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT ON THE NORTHWESTERLY LINE OF HARTWELL LANE (50 FEET WIDE), SAID POINT BEING THE FOLLOWING COURSE FROM THE INTERSECTION OF THE SOUTHWESTERLY LINE OF GERMANTOWN AVENUE (70 FEET WIDE - 60 FEET WIDE LEGALLY OPEN) AND THE NORTHWESTERLY LINE OF HARTWELL LANE (50 FEET WIDE); S 39°34'35" W, A DISTANCE OF 325.182 FEET TO THE POINT OF BEGINNING

THENCE (1) FROM SAID POINT OF BEGINNING AND ALONG SAID NORTHWESTERLY LINE OF HARTWELL LANE (50 FEET WIDE), S 39°34'35" W, A DISTANCE OF 80.889 FEET TO A POINT, COMMON CORNER TO THE NORTHEASTERLY LINE OF SHAWNEE STREET (60' WIDE LEGALLY OPEN);

THENCE (2) LEAVING SAID NORTHWESTERLY LINE OF HARTWELL LANE AND ALONG THE SAID NORTHEASTERLY LINE OF SHAWNEE STREET, N 50°32'15" W, A DISTANCE OF 227.604 FEET TO A POINT, COMMON CORNER TO OPA NO. 09-2-2557-00;

THENCE (3) LEAVING SAID NORTHEASTERLY LINE OF SHAWNEE STREET AND ALONG THE SOUTHWESTERLY PROPERTY LINE OF VARIOUS PARCELS, N 39°41'34" E, A DISTANCE OF 75.558 FEET TO A POINT, COMMON CORNER TO PROPOSED LOT A;

THENCE (4) ALONG THE SOUTHWESTERLY PROPERTY LINE OF PROPOSED LOT A, S 50°25'25" E, A DISTANCE OF 198.686 FEET TO A POINT;

THENCE (5) CONTINUING ALONG SAME, N 39°34'35" E, A DISTANCE OF 5.783 FEET TO A POINT;

THENCE (6) S 50°25'25" E, A DISTANCE OF 28.760 FEET TO THE SAID POINT OF BEGINNING.

BEING OPA #88-2-0383- 24

BEING 8201 SHAWNEE STREET

EXHIBIT "C"

The Modified Parcel A Dimensional/Massing Standards

A. Maximum Height*

1. For the first 150'-0" back along the property line (as shown on the Survey, the PL) measured from the corner of Germantown Avenue and W. Hartwell Lane, the maximum height shall be 60 feet (measured at the average grade along Germantown Avenue).

This height standard shall be defined by a line drawn on the Survey perpendicular to the W. Hartwell Lane property line, and extending across the property.

The plane of the building wall along W. Hartwell Lane above 35 feet may extend 146'-8" along the property line, then shall step back in plan, and then may extend to the 150'-0" limit.

2. Beyond the first 150'-0" back along the property line (as shown on the Survey, the PL) measured from the corner of Germantown Avenue and W. Hartwell Lane, the maximum height shall be 35 feet (measured at the average grade along W. Hartwell Lane).

* Height shall be calculated as per Section 14-313(1) of the Zoning Code existing as of the Effective Date.

B. Setbacks and Massing Parameters

1. **Overall:** Setbacks reference the vertical plane of the building walls; measured from the PL. Decks, roof terraces, balconies, railings, bays, parapets and other architectural elements are permitted to be in front of this plane. These percentages are relative to the building wall frontage as measured along the particular floor level from the PL to that particular floor level.

2. **PL Along Germantown Avenue (Northwestern PL)**

- (a) 5th Floor:

100% of wall – 24'-0" Setback from PL

- (b) 4th Floor:

35% of wall – 8'-0" Setback from PL

65% of wall – 9'-6" Setback from PL

(c) 3rd Floor:

35% of wall at PL
65% of wall – 2'-0" Setback from PL

(d) 2nd Floor:

85% of wall at PL
15% of wall – 2'-0" Setback from PL

(e) 1st Floor:

80% of wall at PL
20% of wall – 2'-0" Setback from PL
Entry Doors to Shops recessed 2'-6"

3. **PL Along Hartwell Lane (Southeastern PL)**

(a) 5th Floor:

40% of wall – 12'-0" Setback from PL
60% of wall – 16'-0" Setback from PL

(b) 4th Floor:

10% of wall at PL
20% of wall – 8'-0" Setback from PL
70% of wall – 16'-0" Setback from PL

(c) 3rd Floor:

80% of wall at PL
20% of wall – 8'-0" Setback from PL

(d) 2nd Floor:

90% of wall at PL
10% of wall – 2'-0" Setback from PL

(e) 1st Floor:

30% of wall at PL - Setback from PL
70% of wall – 2'-0" - Setback from PL
Entry Door to Shops recessed 2'-6"

Along Parcel A, Bowman shall provide a side yard of at least three (3) feet in width along the W. Hartwell Lane PL.

4. **Northwestern Façade Wall** (setbacks pertain to area within 150' of Germantown Avenue PL measured along W. Hartwell Lane PL -- see A maximum height above)

(a) 5th Floor:

30% of wall – 12'-0" Setback from the base of the northwestern façade wall.
70% of wall – 16'-0" Setback from the base of the northwestern façade wall.

(b) 4th Floor:

30% of wall at the base of the northwestern façade wall.
70% of wall – 8'-0" Setback from the base of the northwestern façade wall.

(c) 3rd Floor:

80% of wall at the base of the northwestern façade wall.
20% of wall – 8'-0" Setback from the base of the northwestern façade wall.

(d) 2nd Floor:

100% of wall at the base of the northwestern façade wall.

(e) 1st Floor:

100% of wall at the base of the northwestern façade wall.
An entrance along the northwestern façade wall will not require a recess.

C. **Maximum Gross Floor Area** (as calculated under the Zoning Code effective as of the Effective Date) shall not exceed 83,139.10 square feet.

EXHIBIT "D"

Final Parcel A Plans

[see attached]

Sheet Number	Designer	Drawing Title	Drawing Date
L-1.01	Christopher Allen	Landscaping Improvements	9/23/13
CS-1001	Pennoni Associates, Inc.	Site Plan	1/18/13
A.100	SPG3 Architects	Basement Plan	4/8/14
A.101	SPG3 Architects	First Floor Plan	4/8/14
A.102	SPG3 Architects	Second Floor Plan	3/12/14
A.103	SPG3 Architects	Third Floor Plan	3/12/14
A.104	SPG3 Architects	Fourth Floor Plan	3/12/14
A.105	SPG3 Architects	Fifth Floor Plan	3/12/14
A.106	SPG3 Architects	Roof Plan	3/12/14
A.301	SPG3 Architects	Exterior Elevations	4/8/14
A.302	SPG3 Architects	Exterior Elevations	4/8/14

Prepared By: **Devon Abstract, LLC**
ATTN: Lori Reilly
744 West Lancaster Avenue, Suite 120
Wayne, PA19087
Phone: (610) 784-3266

Return To: **Devon Abstract, LLC**
ATTN: Lori Reilly
744 West Lancaster Avenue, Suite 120
Wayne, PA19087
Phone: (610) 784-3266
885802240
8201 Shawnee Street, Philadelphia, PA
19118-3402
File No. 155-009247

Corporation Deed

This Deed, made on **November 26, 2019**, between

Bowman Properties Limited, a limited partnership organized and existing under and by virtue of the laws of Pennsylvania

hereinafter called the Grantor of the one part, and

Shawnee Street Partners, LLC

hereinafter called the Grantee of the other part,

Witnesseth, that in consideration of **Two Million Eight Hundred Eighty Thousand and 00/100 Dollars, (\$2,880,000.00)** in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, his/her/their heirs and assigns

ALL THAT CERTAIN tract of parcel of ground situate in the City of Philadelphia, Commonwealth of Pennsylvania, as shown on a certain plan entitled "Subdivision Plan" prepared by Pennoni Associates Inc., dated 04/06/11, revised 02/27/2012, project number BOWM 1001, more particularly described as follows:

BEGINNING at the point on the Northwesterly line of Hartwell Lane (50 feet wide), said point being the following course from the intersection of the Southwesterly line of Germantown Avenue (70 feet wide - 60 feet wide legally open) and the Northwesterly line of Hartwell Lane (50 feet wide); S 39°34'35" W, a distance of 325.182 feet to the point of beginning; Thence (1) from said point of beginning and along said Northwesterly line of Hartwell Lane (50 feet wide), S 39°34'35" W, a distance of 80.889 feet to a point, common corner to the Northeasterly line of Shawnee Street (60' wide legally open); Thence (2) leaving said Northwesterly line of Hartwell Lane and along the said Northeasterly line of Shawnee Street, N 50°32'15" W, a distance of 227.604 feet to a point, common corner to OPA No. 09-2255700; Thence (3) leaving said Northeasterly line of Shawnee Street and along the Southwesterly property line of various parcels, N 39°41'34" E, a distance of 75.558 feet to a point, common corner to proposed Lot A; Thence (4) along the Southwesterly property line of proposed Lot A, S 50°25'25" E, a distance of 198.686 feet to a point; Thence (5) continuing along same, N 39°34'35" E, a distance of 5.783 feet to a point; Thence (6) S 50°25'25" E, a distance of 28.760 feet to the said point of beginning.

BEING NO. 8201 Shawnee Street.

OPA NO. 88-5802240

BEING PART OF the same premises which JCM Realty, LLC, a Pennsylvania limited liability company, by Deed dated 01/08/2009 and recorded 01/20/2009 in the Office of the Recorder of Deeds in and for the County of Philadelphia as Document No. 52015076, granted and conveyed unto Bowman Properties Limited, a Pennsylvania limited partnership.

BEING PART OF the same premises which Bowman Properties Limited, a Pennsylvania limited partnership, by Confirmatory Deed dated 12/06/2013 and recorded 12/13/2013 in the Office of the Recorder of Deeds in and for the County of Philadelphia as Document No. 52730345, granted and conveyed unto Bowman Properties Limited, a Pennsylvania limited partnership.

ALSO BEING PART OF the same premises which Bowman Properties Limited, a Pennsylvania limited partnership, by Corrective Deed dated 07/24/2014 and recorded 07/29/2014 in the Office of the Recorder of Deeds in and for Philadelphia County, Pennsylvania as Document No. 52810260, granted and conveyed unto Bowman Properties Limited, a Pennsylvania limited partnership.

Together with all and singular the buildings improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in 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, as well at law as in equity, of, in and to the same.

To have and to hold the said lot or piece of ground described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, 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 Grantor, it's successors and assigns, does covenant, promise and agree, to and with the said Grantees, their heirs and assigns, by these presents, that the said Grantor, it's successors and assigns, all and singular the hereditaments and premises hereby granted or mentioned and intended so to be, with appurtenances, unto the said Grantee, their heirs and assigns, against the said Grantor, it's successors an assigns, and against all and every person and persons whosever lawfully claiming or to claim the same or any part thereof, by, from or under him or any of them, shall and will SPECIALLY WARRANT and forever DEFEND.

And the said Grantor does hereby covenant to and with the said Grantee that he/she/they, the said Grantor, its successors and assigns, SHALL and WILL, warrant and forever defend the herein above described premises, with the hereditaments and appurtenances, unto the said Grantee, his/her/their heirs and assigns, against the said Grantor 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 Grantor has caused these presents to be duly executed the day and year first above written.

Sealed and delivered in the presence of:

Attest:


Bowman Properties Limited
By:BPCH, LLC its general Partner


By: Richard Wood Snowden, Manager

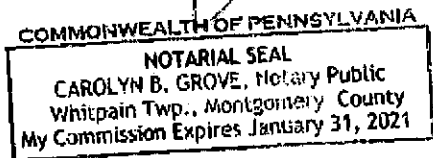
State/Commonwealth of PA
County of PHILADELPHIA

On November 26, 2019 before me, the undersigned officer, personally appeared Richard Wood Snowden, who acknowledged him/herself to be the Manager of BPCH, LLC, General Partner of Bowman Properties Limited, a Pennsylvania limited partnership, and that he or she, as such Manager, being authorized to do so, executed the foregoing instrument, for the purposes therein contained, by signing the name of the limited partnership by him/herself as Manager.

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



Notary Public
My commission expires: _____



DEED

File No. 155-009247

Grantor: Bowman Properties Limited, a Pennsylvania limited partnership

Grantee: Shawnee Street Partners, LLC

I certify the address of the Grantee to be, and mail tax bill to:

632 GERMAN TOWN PK LAFAYETTE HILL PA 19344

Certified by:  _____

Premises: 8201 Shawnee Street, Philadelphia, City of Philadelphia, Philadelphia County, State/ Commonwealth of Pennsylvania

PHILADELPHIA REAL ESTATE TRANSFER TAX CERTIFICATION

BOOK NO PAGE NO

DATE RECORDED

CITY TAX PAID

Complete each section and file in duplicate with Recorder of Deeds when (1) the full consideration/value is/is not set forth in the deed, (2) when the deed is with consideration, or by gift, or (3) a tax exemption is claimed. If more space is needed, attach additional sheet(s).

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

Name Shawnee Street Partners, LLC	Telephone Number
Street Address 632 Germantown Pike	City Lafayette Hill
	State PA
	Zip Code 19444

B. TRANSFER DATA

DATE OF ACCEPTANCE OF DOCUMENT:

Grantor(s)/Lessor(s) Bowman Properties Limited, a Pennsylvania limited partnership	Grantee(s)/Lessee(s) Shawnee Street Partners, LLC
Street Address 8238 Germantown Ave.	Street Address 632 Germantown Pike
City Philadelphia	City Lafayette Hill
State PA	State PA
Zip Code 19118	Zip Code 19444

D. PROPERTY LOCATION

Street Address 8201 Shawnee Street	City, Township, Borough Philadelphia
County Philadelphia	School District Philadelphia
	Tax Parcel Number 885802240

E. VALUATION DATA

1. Actual Cash Consideration \$2,880,000.00	2. Other Consideration + 0.00	3. Total Consideration = \$2,880,000.00
4. County Assessed Value \$869,300.00	5. Common Level Ratio Factor X 1.04	6. Fair Market Value = \$904,072.00

F. EXEMPTION DATA

1a. Amount of Exemption 0	1b. Percentage of Interest Conveyed 100%
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Check Appropriate Box Below for Exemption Claimed.

- Will or intestate succession _____
(Name of Decedent) (Estate File Number)
- Transfers to the Commonwealth, the United States, and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (Attach copy of resolution).
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book/Page Number _____ Mortgagee (grantor) sold property to Mortgagor (grantee) (Attach copy of prior deed.)
- Corrective deed (Attach copy of the prior deed).
- Transfer to the Industrial Development Agency.
- Transfer to agent/straw party (Attach complete copy of agency/straw party agreement.)
- Transfer between principal and agent. (Attach copy of agency/straw trust agreement). Tax paid prior deed _____
- Other (Please explain exemption claimed, if other than listed above.)

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

Signature of Correspondent or Responsible Party

Date

1/15/20