SPACE & COMPANY

REAL ESTATE COLLECTION

BLAIR GARDEN

C. 267.235.7516 | O.215.625.3650

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BLAIR GARDEN

ROADMAP

OFFER

- You are receiving this SPACE & COMPANY Process Plan because we have accepted your offer.

DESIGN + FINISHES

- Buyer and Listing Agent will meet for a design meeting at: SPACE & COMPANY at 2200 Walnut St. Philadelphia PA 19103.
- Meeting times are between 9am-5pm, Monday through Friday. Please expect the meeting to last 1 to 2 hours.
- Your finish selection deadline is: _____
- Once these finishes are selected and approved by all, these are locked in. From that point on all changes will require a two party signature (buyer and seller). There will be a change order; change orders have a fee of $250 in addition to other associated costs including material and labor. On day 31, Builder will select any finishes that have not been picked by the Buyer whether it's one unselected finish or the entire home.
- All additions and upgrades are to be paid up front at the design meeting to XXXXX and are 100% non refundable. An upgrade pricing sheet has been attached for your convenience.

CAR LIFT

- If a car lift is being installed in your home, training must be completed and signed off before settlement. We cannot settle if training is not completed.

GUIDELINES FOR SITE VISITS + SCHEDULED WALK THROUGH

- No unaccompanied showings are allowed and buyers are not to contact anyone other than the listing agent for questions, showings, changes, issues, etc. This is to ensure one point of contact for all messages and changes, and the safety of all parties.
- A final pre-settlement walk through will be scheduled with the listing agent.

CONVEYANCING

- Please contact Brandi, the processor for Blair Garden, at processing@spaceandcompany.com or Ryan, the listing agent for Blair Garden, at rquinn@spaceandcompany.com with any questions or concerns.
- Buyers are encouraged to use 2200 Closing Services title company whenever possible as they already have title to the property, and all of the seller side information and can issue a re-issue (discounted rate) to buyers.
- Once you are notified that settlement should occur within 30-60 days, please be sure to lock in your mortgage rate. The Sellers and Selling Agents are not responsible for rate lock changes regardless of schedule delays.

PRE-SETTLEMENT

- Final walk through prior to settlement.
- Punchlist will be created
- Transfer of all utilities listed. Must be scheduled to transfer the day of settlement, otherwise the utility service may be disconnected. Seller and Seller Agent are not responsible for reconnect fees.
  - PGW, (215) 235-1000
  - PECO, 1 (800) 494-4000
  - Storm Water Management, (215) 685-6300
  - Comcast, 1 (800) 934-6489
  - Verizon, 1 (800) 922-0204
  - Water Revenue Department, (215) 686-6880

SETTLEMENT

- Punchlist will be created. Seller will have 90 days after settlement to complete items on punchlist.
- Documents at settlement:
  - Tax Abatement
  - Loan documents
- Transfer of title and deed

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_____

BUYER SIGNATURE + DATE

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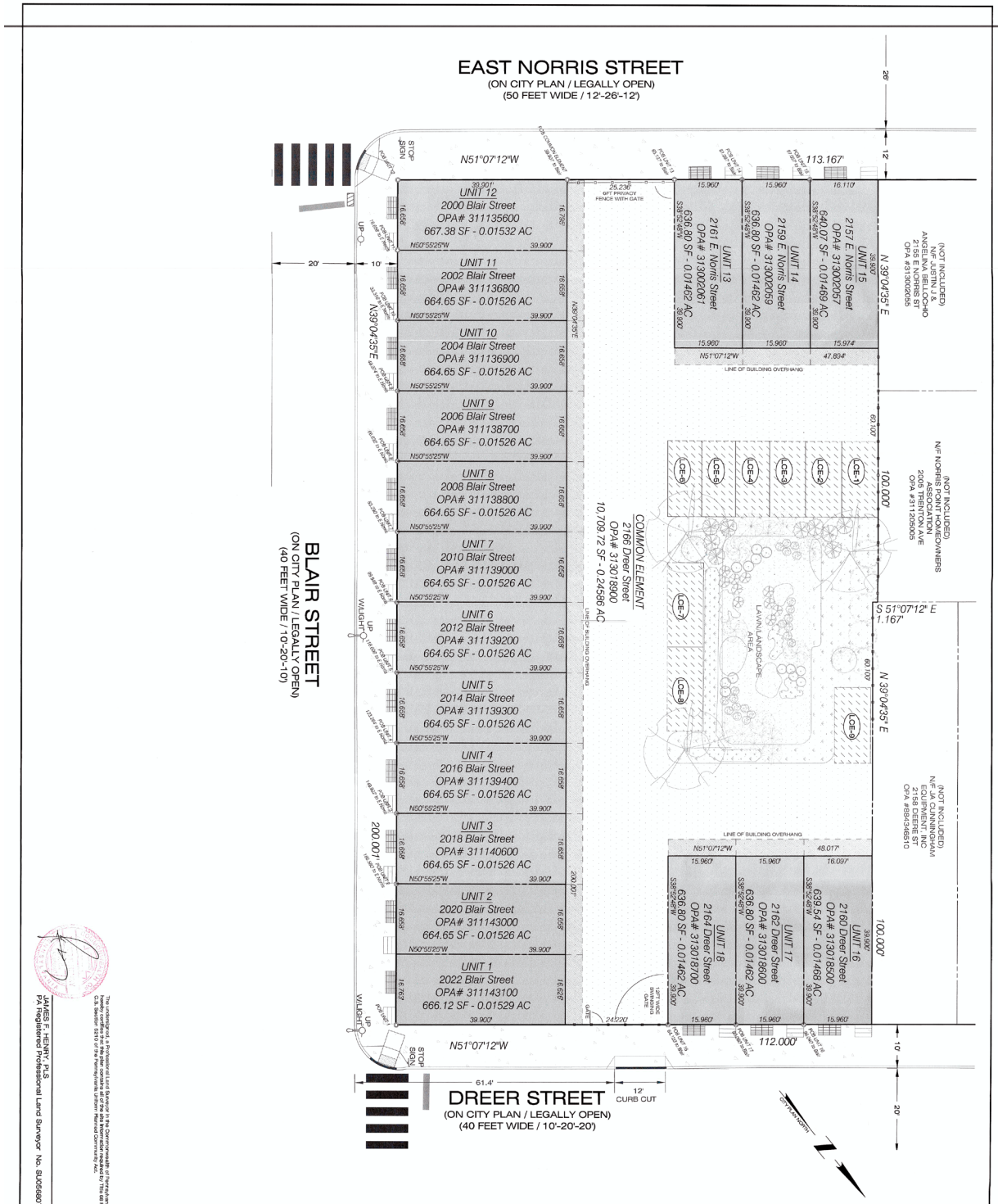

JAMES F. HENRY, P.L.S.
PA Registered Professional Land Surveyor No. SU056807

This undersigned is a Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certifies that the plan contains all of the information required by Title 68 PA. Section 5331 of the Pennsylvania Uniform Recording Act.

Ruggiero Plante Land Design
1435 Walnut Street, Philadelphia, PA 19102
phone: 215.636.9500 fax: 215.636.9800 http://www.rpld.com

Plan Date: December 19, 2017
Scale: 1" = 10'

PLANNED COMMUNITY DECLARATION PLAT

prepared for:
2157 East Norris Street LP
1351 Oakbrook Pkwy
Blue Bell, PA 19422
ph: (610) 278-2900

Exhibit D
to the Declaration of
BLAIR GARDEN
a Planned Community

2157-85 E. NORRIS STREET
Philadelphia, PA 19125
31ST WARD - OPA #884713800

NOTES:
1. Boundary and Location information is based on a field survey performed by Ruggiero Plante Land Design on August 24, 2017.
2. Property is located in the CMX-2 Zoning District per Philadelphia Zoning Code effective August 22, 2012.
3. Attention is called to the zoning requirements in the City of Philadelphia Code as they apply to this property. Is Manifold as within the Industrial Commercial Mixed-Use (ICMX) Zoning District.
4. The total property area is 22,515± square feet in Philadelphia, Dwelling Standard Tracts.
5. The property contains 18 dwelling units ± townhome on exists, as well as as common and limited common elements.
6. All pavement, curb, landscaping, utility lines & stormwater management facilities are private and shall be maintained by the Community Association.
7. Each unit shall be subject to the rights and obligations of the Community Association as set forth in the Declaration of Blair Garden, a Planned Community.

FIGURES
BUILDING COVERAGE AT GROUND FLOOR
OPEN SPACE AT GROUND FLOOR
COMMON ELEMENT
LIMITED COMMON ELEMENT
30.00' UNIT DIMENSIONS (DISTRICT STANDARD)
UNIT LINES

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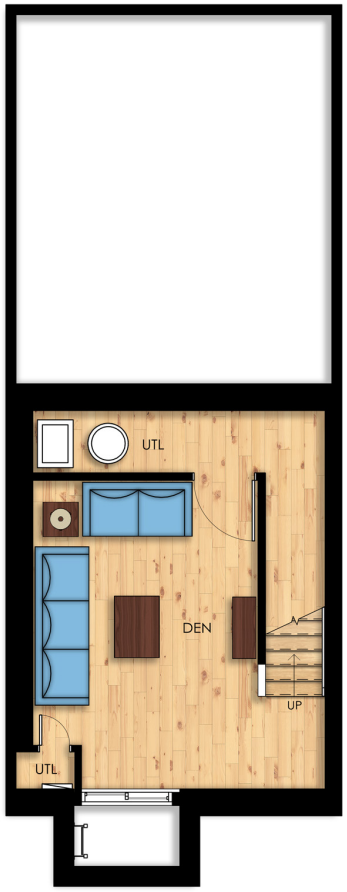
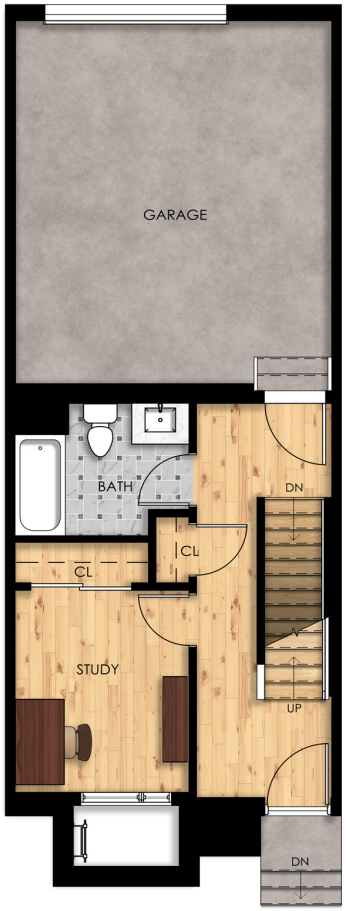
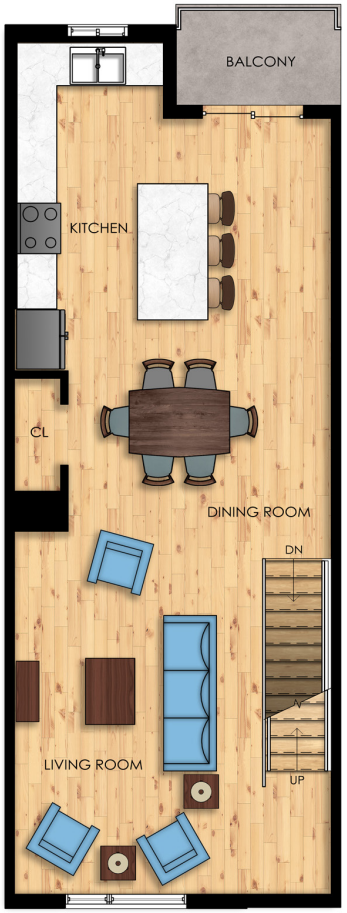


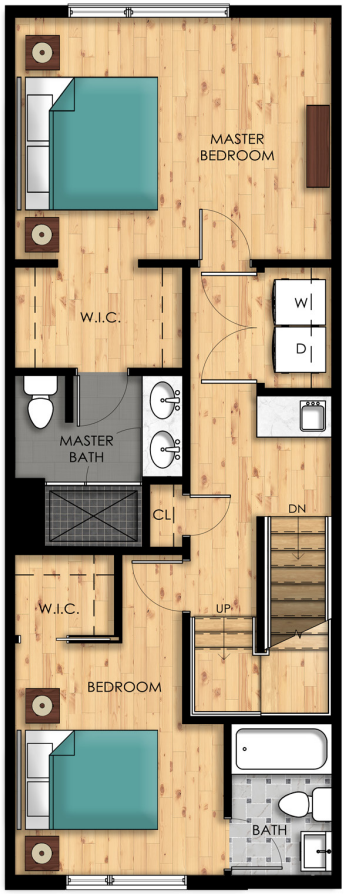
BLAIR GARDEN
BASEMENT FLOOR PLAN



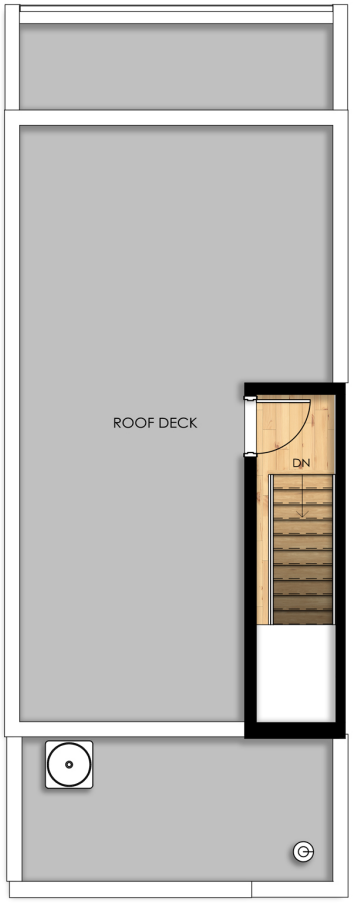
BLAIR GARDEN
FIRST FLOOR PLAN



BLAIR GARDEN
SECOND FLOOR PLAN



BLAIR GARDEN
THIRD FLOOR PLAN



BLAIR GARDEN
ROOF DECK FLOOR PLAN

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STANDARD AGREEMENT FOR THE SALE OF NEW CONSTRUCTION

ASNC

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of REALTORS® (PAR).

PARTIES

BUYER(S): _____

BUYER'S MAILING ADDRESS:

SELLER(S): _____

SELLER'S MAILING ADDRESS:

PROPERTY

Subdivision, Phase, Model _____

Property Address (including postal city) _____ ZIP _____,

in the municipality of _____, County of _____,

in the School District of _____, in the Commonwealth of Pennsylvania.

Tax ID #(s): _____ and/or

Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): _____

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

☐ **No Business Relationship (Buyer is not represented by a broker)**

Broker (Company) _____

Company License # _____

Company Address _____

Company Phone _____

Company Fax _____

Broker is (check only one):

☐ Buyer Agent (Broker represents Buyer only)

☐ Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) (Name) _____

State License # _____

Direct Phone(s) _____

Cell Phone(s) _____

Email _____

Licensee(s) is (check only one):

☐ Buyer Agent (all company licensees represent Buyer)

☐ Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)

☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

☐ **No Business Relationship (Seller is not represented by a broker)**

Broker (Company) _____

Company License # _____

Company Address _____

Company Phone _____

Company Fax _____

Broker is (check only one):

☐ Seller Agent (Broker represents Seller only)

☐ Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) (Name) _____

State License # _____

Direct Phone(s) _____

Cell Phone(s) _____

Email _____

Licensee(s) is (check only one):

☐ Seller Agent (all company licensees represent Seller)

☐ Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)

☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Pennsylvania Association of Realtors®

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rev. 1/18; rel. 4/18

Ryan Quinn Phone: 215-625-3650 Fax: 215-625-4721 Blank

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

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_____

BUYER SIGNATURE + DATE

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1. By this Agreement, dated _____ ,
Seller hereby agrees to sell and convey to Buyer, who agrees to purchase Property lot or piece of ground (☐ check here if lot is not being conveyed) with buildings and improvements to be erected thereon.

2. PURCHASE PRICE AND DEPOSITS (9-15)

(A) Purchase Price $ _____
(_____
_____ U.S. Dollars), to be accounted for as follows:

1. Base Price $ _____
2. Lot Premium, if any $ _____
3. Total Options/Extras/Alterations (see attached addendum) $ _____

(B) Purchase Price will be paid by Buyer to Seller as follows:

1. Initial deposit, within _____ days (5 if not specified) of Execution Date, if not included with this Agreement: $ _____
2. Additional Deposit within _____ days of the Execution Date of this Agreement: $ _____
3. **Non-refundable deposit (for pre-paid extras, options, alterations, etc.) payable directly to seller on or before** _____ $ _____
4. _____ $ _____
5. _____ $ _____
6. _____ $ _____

Remaining balance will be paid at settlement.

(C) **All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.**

(D) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: _____), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. SELLER ASSIST (If Applicable) (2-12)

Seller will pay $ _____ or _____ % of Purchase Price (0 if not specified) toward Buyer's costs, as permitted by the mortgage lender, if any. Seller is only obligated to pay up to the amount or percentage which is approved by mortgage lender.

4. SETTLEMENT AND POSSESSION (9-15)

(A) Settlement Date is _____ , or before if Buyer and Seller agree.

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: _____
_____

(D) For purposes of prorating real estate taxes, the "periods covered" are as follows:

1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31. School tax bills for all other school districts are for the period from July 1 to June 30.

(E) In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax. Following settlement, the Property will be reassessed and Buyer will receive an interim tax bill for the increased taxes due for the current tax period. This interim bill may not be covered by Buyer's tax escrow with the lender, if any.

(F) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____
_____

(G) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____
_____

(H) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement.

5. DATES/TIME IS OF THE ESSENCE (9-15)

(A) Written acceptance of all parties will be on or before: _____

(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day

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_____
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this Agreement was executed and including the last day of the time period. **All changes to this Agreement should be initialed and dated.**

(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

6. ZONING (9-15)

Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification, as set forth in the local zoning ordinance: _____

7. CONSTRUCTION AND PERMITS (9-15)

(A) **Schedule of Contruction**

1. **Commencement Date:** Seller estimates that Seller will commence construction on or about _____ . Seller reserves the right to delay commencement of construction until Buyer has received and signed a valid mortgage commitment in accordance with Paragraph 8.
2. **Completion Date:** Seller estimates completion of construction on or about _____ . Buyer acknowledges that the estimated Completion Date is made by Seller as an accommodation to Buyer to assist Buyer in formulating future plans. If commencement, completion, and/or settlement are delayed due to inclement weather, strikes, delays in issuance of permits, unavailability of labor or materials, or any other reason beyond Seller's control, all times and dates (including settlement date) will be automatically extended accordingly **and time is not deemed to be of the essence.**
3. **Anticipated Settlement:** Settlement will be held on a date which is within _____ days (10 if not specified) after Seller supplies Buyer with a written notice of settlement. However, at the time of settlement the house and premises will have been substantially completed. If the municipality or governmental authority requires a Use & Occupancy permit, Seller will provide one at settlement.
4. **Settlement Deadline:** The previous paragraph not withstanding. Should Seller be unable to settle on the Property in substantially completed condition for which a Use & Occupancy permit has been issued (where required) on or before _____, Buyer may terminate this Agreement and all deposit monies including amounts identified in paragraph 2 (B) of this Agreement as non-refundable, will be returned to Buyer according to the terms of paragraph 23 of this Agreement.

(B) **Notices, Assessments and Government Requirements**

1. Seller will be responsible for any notice of improvements or assessments received on or before the date of settlement.
2. All necessary permits will be obtained and paid for by Seller prior to settlement.
3. Seller will comply with all restrictions and requirements imposed by any governmental authorities.
4. Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

(C) **Landscaping and Driveway**

1. Seller will attempt to preserve as many of the existing trees or shrubs as reasonably possible during the construction of the improvements and house on the premises. It is expressly agreed that Seller does not guarantee or warrant the survival of any trees or shrubs existing on the premises prior to construction. Any existing trees or shrubs that may die after settlement are the sole responsibility of Buyer.
2. Seller will be responsible for top soil, rough grade, fine grade, seeding and stabilization unless otherwise stated here: _____
_____
Except as modified by the rules of the Homeowers Association or Condominium Association, if any, any soil washouts from rain or melting snow or burnouts due to droughts after settlement are the sole responsibility of Buyer. Buyer is responsible for watering, fertilizing and reseeding the lawn as necessary after settlement.
3. Buyer acknowledges that due to adverse weather conditions and other events beyond Seller's reasonable control, items including the driveway surface, grading and seeding, exterior painting or staining, and exterior concrete surfaces may not be completed at time of settlement. Unless otherwise agreed, no portion of the purchase price or option payments will be placed in an escrow account or withheld from Seller at settlement to compensate for incomplete items. Seller will complete the items within a reasonable time after settlement as weather conditions permit.
4. This paragraph will survive settlement.

(D) **Substitutions**

BUYER AND SELLER ACKNOWLEDGE THAT THE BUILDINGS AND IMPROVEMENTS ON THE PREMISES WILL BE SUBSTANTIALLY SIMILAR TO THE ESTABLISHED BUILDING SPECIFICATIONS. BUYER ALSO ACKNOWLEDGES THAT SELLER HAS THE RIGHT TO MAKE SUBSTITUTIONS OF MATERIALS OR PRODUCTS OF SUBSTANTIALLY EQUAL OR BETTER QUALITY AT SELLER'S SOLE DISCRETION, WITH NOTICE TO BUYER, AND THAT ACTUAL MATERIALS AND PRODUCTS MAY VARY FROM SAMPLE MATERIALS AND PRODUCTS.

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8. MORTGAGE CONTINGENCY (1-18)

☐ WAIVED. This sale is NOT contingent on mortgage financing, although Buyer may obtain mortgage financing and/or the parties may include an appraisal contingency.

☐ ELECTED.

(A) This sale is contingent upon Buyer obtaining mortgage financing according to the following terms:

First Mortgage on the Property	**Second Mortgage on the Property**
Loan Amount $ _____	Loan Amount $ _____
Minimum Term _____ years	Minimum Term _____ years
Type of mortgage _____	Type of mortgage _____
For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %	For conventional loans, the Loan-To-Value (LTV) ratio is not to exceed _____ %
Mortgage lender _____	Mortgage lender _____
Interest rate _____ %; however, **Buyer agrees to accept the interest rate as may be committed by the mortgage lender,** not to exceed a maximum interest rate of _____ %.	Interest rate _____ %; however, **Buyer agrees to accept the interest rate as may be committed by the mortgage lender,** not to exceed a maximum interest rate of _____ %.
Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.	Discount points, loan origination, loan placement and other fees charged by the lender as a percentage of the mortgage loan (excluding any mortgage insurance premiums or VA funding fee) not to exceed _____ % (0% if not specified) of the mortgage loan.

(B) Upon receiving documentation demonstrating lender's approval, whether conditional or outright, of Buyer's mortgage application(s) according to the terms set forth above, Buyer will promptly deliver a copy of the documentation to Seller, but in any case no later than _____ .

1. If Seller does not receive a copy of the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) by the date indicated above, Seller may terminate this Agreement by written notice to Buyer. Seller's right to terminate continues until Buyer delivers documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s) to Seller. Until Seller terminates this Agreement pursuant to this Paragraph, Buyer is obligated to make a good-faith effort to obtain mortgage financing.
2. Seller may terminate this Agreement by written notice to Buyer after the date indicated above if the documentation demonstrating lender's conditional or outright approval of Buyer's mortgage application(s):
   a. Does not satisfy the terms of Paragraph 8(A), OR
   b. Contains any condition not specified in this Agreement (e.g., the Buyer must settle on another property, an appraisal must be received by the lender, or the mortgage commitment is not valid through the Settlement Date) that is not satisfied and/or removed in writing by the mortgage lender(s) within 7 DAYS after the date indicated in Paragraph 8(B), or any extension thereof, other than those conditions that are customarily satisfied at or near settlement (e.g., obtaining insurance, confirming employment).
3. If this Agreement is terminated pursuant to Paragraphs 8(B)(1) or (2), or the mortgage loan(s) is not obtained for settlement, all deposit monies will be returned to Buyer according to the terms of Paragraph 23 and this Agreement will be VOID. Buyer will be responsible for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and any costs incurred by Buyer for: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender(s).

(C) The Loan-To-Value ratio (LTV) is used by lenders as one tool to help assess their potential risk of a mortgage loan. A particular LTV may be necessary to qualify for certain loans, or buyers might be required to pay additional fees if the LTV exceeds a specific level. The appraised value of the Property may be used by lenders to determine the maximum amount of a mortgage loan. The appraised value is determined by an independent appraiser, subject to the mortgage lender's underwriter review, and may be higher or lower than the Purchase Price and/or market price of the property.

(D) The interest rate(s) and fee(s) provisions in Paragraph 8(A) are satisfied if the mortgage lender(s) gives Buyer the right to guarantee the interest rate(s) and fee(s) at or below the maximum levels stated. If lender(s) gives Buyer the right to lock in the interest rate(s), Buyer will do so at least 15 days before Settlement Date. Buyer gives Seller the right, at Seller's sole option and as permitted by law and the mortgage lender(s), to contribute financially, without promise of reimbursement, to the Buyer and/or the mortgage lender(s) to make the above mortgage term(s) available to Buyer.

(E) Within _____ days (7 if not specified) from the Execution Date of this Agreement, Buyer will make a completed mortgage application (including payment for and ordering of credit reports without delay, at the time required by lender(s)) for the mortgage terms and to the mortgage lender(s) identified in Paragraph 8(A), if any, otherwise to a responsible mortgage lender(s) of Buyer's choice. Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the mortgage lender(s) to assist in the mortgage loan process.

(F) **Buyer will be in default of this agreement if Buyer furnishes false information** to anyone concerning Buyer's financial and/or employment status, fails to cooperate in good faith with processing the mortgage loan application (including payment for and ordering of appraisal without delay), fails to lock in interest rate(s) as stated in Paragraph 8(D), or otherwise causes the lender to reject, refuse to approve or issue a mortgage loan commitment.

(G) If the mortgage lender(s), or a property and casualty insurer providing insurance required by the mortgage lender(s), requires repairs to the Property, Buyer will, upon receiving the requirements, deliver a copy of the requirements to Seller. Within 5 DAYS of receiving the copy of the requirements, Seller will notify Buyer whether Seller will make the required repairs at Seller's expense.

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BUYER SIGNATURE + DATE

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2. If Seller will not make the required repairs, **or if Seller fails to respond within the stated time,** Buyer will, within 5 DAYS, notify Seller of Buyer's choice to:
   a. Make the repairs/improvements at Buyer's expense, with permission and access to the Property given by Seller, which will not be unreasonably withheld, OR
   b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 23 of this Agreement.

If Buyer fails to respond within the time stated in Paragraph 8(G) or fails to terminate this Agreement by written notice to seller within that time, Buyer will accept the property, make the required repairs/improvements at Buyer's expense and agree to the RELEASE in Paragraph 25 of this Agreement.

FHA/VA, IF APPLICABLE

(I) It is expressly agreed that notwithstanding any other provisions of this contract, Buyer will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Veterans Administration, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than $ _____ (the Purchase Price as stated in this Agreement). Buyer will have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.

Warning: Section 1010 of Title 18, U.S.C., Department of Housing and Urban Development and Federal Housing Administration Transactions, provides, "Whoever for the purpose of . . . influencing in any way the action of such Department, makes, passes, utters or publishes any statement, knowing the same to be false shall be fined under this title or imprisoned not more than two years, or both."

(J) **U.S. Department of Housing and Urban Development (HUD) NOTICE TO PURCHASERS: Buyer's Acknowledgement**

☐ Buyer has received the HUD Notice "For Your Protection: Get a Home Inspection." Buyer understands the importance of getting an independent home inspection and has thought about this before signing this Agreement. Buyer understands that FHA will not perform a home inspection nor guarantee the price or condition of the Property.

(K) **Certification** We the undersigned, Seller(s) and Buyer(s) party to this transaction each certify that the terms of this contract for purchase are true to the best of our knowledge and belief, and that any other agreement entered into by any of these parties in connection with this transaction is attached to this Agreement.

9. CHANGE IN BUYER'S FINANCIAL STATUS (9-15)

In the event of a change in Buyer's financial status affecting Buyer's ability to purchase, Buyer shall promptly notify Seller and lender(s) to whom the Buyer submitted mortgage application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in employment; failure or loss of sale of Buyer's home; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.**

10. SELLER REPRESENTATIONS (9-15)

(A) **Radon Mitigation** (See Radon Notice below)

1. Seller represents that the Property does not currently have a radon mitigation system and Seller will not install preparatory work for a radon mitigation system unless otherwise checked below.
   ☐ Seller will install preparatory work for a radon mitigation system.
   ☐ _____
   ☐ _____
2. **Radon Notice:** Radon is a natural, radioactive gas that is produced in the ground by the normal decay of uranium and radium. Studies indicate that extended exposure to high levels of radon gas can increase the risk of lung cancer. Radon can find its way into any air-space and can permeate a structure. If a house has a radon problem, it usually can be cured by increased ventilation and/or by preventing radon entry. Any person who tests, mitigates or safeguards a building for radon in Pennsylvania must be certified by the Department of Environmental Protection, Bureau of Radiation Protection, Rachel Carson State Office Building, P.O. Box 8469, Harrisburg, PA 17105-8469, (800) 23RADON or (717) 787-2480, www.depweb.state.pa.us.

(B) **Status of Water**

Seller represents that the Property is served by:
☐ Public Water ☐ Community Water ☐ On-site Water ☐ None ☐ _____

(C) **Status of Sewer**

1. Seller represents that the Property is served by:
   ☐ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)
   ☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)
   ☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)
   ☐ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)
   ☐ _____
2. **Notices Pursuant to the Pennsylvania Sewage Facilities Act**

Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a

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_____

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permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

(D) Historic Preservation

Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

(E) Land Use Restrictions

1. ☐ Property, or a portion of it, is subject to land use restrictions and may be preferentially assessed for tax purposes under the following Act(s) (see Notices Regarding Land Use Restrictions below):
   - ☐ Agricultural Area Security Law (Right-to-Farm Act; Act 43 of 1981; 3 P.S. § 901 et seq.)
   - ☐ Farmland and Forest Land Assessment Act (Clean and Green Program; Act 319 of 1974; 72 P.S. § 5490.1 et seq.)
   - ☐ Open Space Act (Act 442 of 1967; 32 P.S. § 5001 et seq.)
   - ☐ Conservation Reserve Program (16 U.S.C. § 3831 et seq.)
   - ☐ Other _____

2. **Notices Regarding Land Use Restrictions**
   a. **Pennsylvania Right-To-Farm Act:** The property you are buying may be located in an area where agricultural operations take place. Pennsylvania protects agricultural resources for the production of food and agricultural products. The law limits circumstances where normal agricultural operations may be subject to nuisance lawsuits or restrictive ordinances.
   b. **Clean and Green Program:** Properties enrolled in the Clean and Green Program receive preferential property tax assessment. Buyer and Seller have been advised of the need to contact the County Tax Assessment Office before the execution of this Agreement to determine the property tax implications that will or may result from the sale of the Property, or that may result in the future as a result of any change in use of the Property or the land from which it is being separated.
   c. **Open Space Act:** This Act enables counties to enter into covenants with owners of land designated as farm, forest, water supply, or open space land on an adopted municipal, county or regional plan for the purpose of preserving the land as open space. A covenant between the owner and county is binding upon any Buyer of the Property during the period of time that the covenant is in effect (5 or 10 years). Covenants automatically renew at the end of the covenant period unless specific termination notice procedures are followed. Buyer has been advised of the need to determine the restrictions that will apply from the sale of the Property to Buyer and the property tax implications that will or may result from a change in use of the Property, or any portion of it. Buyer is further advised to determine the term of any covenant now in effect.
   d. **Conservation Reserve (Enhancement) Program:** Properties enrolled in the Conservation Reserve Program or CREP are environmentally-sensitive areas, the owners of which receive compensation in exchange for an agreement to maintain the land in its natural state. Contracts last from 10 to 15 years and carry penalties to Seller if terminated early by Buyer. Buyer has been advised of the need to determine the restrictions on development of the Property and the term of any contract now in effect. Seller is advised to determine the financial implications that will or may result from the sale of the Property.

(F) Real Estate Seller Disclosure Law

1. Generally, the Real Estate Seller Disclosure Law requires that before an agreement of sale is signed, the seller in a residential real estate transfer must make certain disclosures regarding the property to potential buyers in a form defined by the law. A residential real estate transfer is defined as a sale, exchange, installment sales contract, lease with an option to buy, grant or other transfer of an interest in real property where **NOT LESS THAN ONE AND NOT MORE THAN FOUR RESIDENTIAL DWELLING UNITS** are involved. Disclosures for condominiums and cooperatives are limited to the seller's particular unit(s). Disclosures regarding common areas or facilities are not required, as those elements are already addressed in the laws that govern the resale of condominium and cooperative interests.
2. Buyer has received the Seller's Property Disclosure Statement before signing this Agreement, if required by law. The Seller's Property Disclosure Law does not require a disclosure form when:

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1. A one-year written warranty covering the construction will be provided;
2. The building will be inspected for compliance with the applicable building code or, if none, a nationally recognized model building code; AND
3. A certificate of occupancy or a certificate of code compliance will be issued for the dwelling.

(G) **Public and/or Private Assessments**

1. Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority (excluding assessed value) has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____

_____

2. Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

_____

11. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 25 of this Agreement.

12. DUE DILIGENCE/INSPECTIONS (9-15)

(A) Seller will provide access to insurers' representatives and, as may be required by this Agreement or by mortgage lender(s), to surveyors, municipal officials, appraisers and inspectors. All parties and their real estate licensee(s) may attend any inspections.

(B) Seller will have the following utilities turned on for pre-settlement walk-through inspection; Buyer may elect to activate any additional utilities.

☐ Natural Gas ☐ Propane ☐ Oil ☐ Water
☐ Sewage ☐ Electricity ☐ _____ ☐ _____

(C) Buyer reserves the right to make two pre-settlement walk-through inspections of the Property when the Property is substantially complete. Seller will notify Buyer prior to settlement of the date and time of Buyer's pre-settlement walk-through inspections of the Property. Buyer's right to make these inspections is not waived by any other provision of this Agreement.

(D) At a pre-settlement inspection, Buyer and Seller will complete and sign a list of items (punch list) to be completed, modified, or replaced within _____ DAYS (30 if not specified) after settlement. Items that cannot be completed, modified, or replaced within _____ DAYS (30 if not specified) of settlement due to events beyond Seller's reasonable control will be completed by Seller as soon as is reasonably possible, not to exceed _____ DAYS (365 if not specified) after settlement. This paragraph will survive settlement.

(E) Buyer's failure to inspect the Property on the dates of the scheduled pre-settlement inspections or Buyer's failure to complete and sign the pre-settlement inspection form constitutes a waiver of Buyer's right to inspect the Property, and Buyer will accept the Property at settlement in its then present condition without obligation of modification or replacement.

(F) All inspectors, including home inspectors, are authorized by Buyer to provide a copy of any inspection Report to Broker for Buyer.

(G) Seller has the right, upon request, to receive without charge a copy of any inspection report from the party for whom it was prepared.

(H) **Notices Regarding Property & Environmental Inspections**

1. **Exterior Building Materials:** Poor or improper installation of exterior building materials may result in moisture penetrating the surface of a structure where it may cause mold and damage to the building's frame.
2. **Asbestos:** Asbestos is linked with several adverse health effects, including various forms of cancer.
3. **Environmental Hazards:** The U.S. Environmental Protection Agency has a list of hazardous substances, the use and disposal of which are restricted by law. Generally, if hazardous substances are found on a property, it is the property owner's responsibility to dispose of them properly.
4. **Wetlands:** Wetlands are protected by the federal and state governments. Buyer may wish to hire an environmental engineer to investigate whether the Property is located in a wetlands area to determine if permits for plans to build, improve or develop the property would be affected or denied because of its location in a wetlands area.
5. **Mold, Fungi and Indoor Air Quality:** Indoor mold contamination and the inhalation of bioaerosols (bacteria, mold spores, pollen and viruses) have been associated with allergic responses.
6. **Additional Information:** Inquiries or requests for more information about asbestos and other hazardous substances can be directed rected to the U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Ave., N.W., 2810A, Washington, D.C. 20460, (202) 272-0167, and/or the Department of Health, Commonwealth of Pennsylvania, Division of Environmental Health, Harrisburg, PA 17120. Information about indoor air quality issues is available through the Pennsylvania Department of Health and may be obtained by contacting Health & Welfare Building, 8th Floor West, 625 Forster St., Harrisburg, PA 17120, or by calling 1-877-724-3258.

13. CONDOMINIUM/PLANNED COMMUNITY (HOMEOWNER ASSOCIATION) PUBLIC OFFERING STATEMENT (1-00)

(A) The Property is NOT part of a Condominium or part of a Planned Community unless checked below.

(B) ☐ CONDOMINIUM

1. Buyer acknowledges that the Property is a unit of a condominium as defined by the Uniform Condominium Act. Seller is a declarant of the condominium and is required to provide Buyer with a public offering statement.
2. The delivery of the public offering statement must be made no later than the date the Buyer executes this Agreement. Buyer may cancel this Agreement within fifteen (15) days after receiving the public offering statement and within fifteen (15) days of receipt of any amendment to the Statement that materially and adversely affects Buyer.

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(C) ☐ PLANNED COMMUNITY (HOMEOWNER ASSOCIATION)

1. Buyer acknowledges that the Property is part of a planned community as defined by the Uniform Planned Community Act. Seller is a declarant of the planned community and is required to provide Buyer with a public offering statement.
2. The declarant must provide Buyer with a copy of the public offering statement and its amendments no later than the date Buyer executes this Agreement. Buyer may cancel this Agreement within seven (7) days after receiving the public offering statement and within seven (7) days after receiving any amendment to the contract that would materially and adversely affect Buyer.

_____ **Buyer has received a copy of the public offering statement before signing this Agreement.**

14. TITLES, SURVEYS AND COSTS (9-15)

(A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.

(B) Buyer is encouraged to obtain an owner's title insurance policy to protect Buyer. An owner's title insurance policy is different from a lender's title insurance policy, which will not protect Buyer from claims and attacks on the title. Owner's title insurance policies come in standard and enhanced versions; Buyer should consult with a title insurance agent about Buyer's options. Buyer agrees to release and discharge any and all claims and losses against Broker for Buyer should Buyer neglect to obtain an owner's title insurance policy.

(C) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

(D) Seller has the right, upon request, to receive a free copy of any title abstract for the Property from the party for whom it was prepared.

(E) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.

(F) In the event of a change in Seller's financial status affecting Seller's ability to convey title to the Property on or before the Settlement Date, or any extension thereof, Seller shall promptly notify Buyer in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure lawsuit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property.

(G) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 14(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 23 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 14(C) items (1), (2), (3) and in Paragraph 14(E).

(H) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in this Agreement.

☐ **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached to and made part of this agreement.**

(I) **COAL NOTICE (Where Applicable)**

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

(J) This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____

☐ **Private Transfer Fee Addendum (PAR Form PTF) is attached to and made part of this agreement.**

Notices Regarding Private Transfer Fees: In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer." A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

15. MAINTENANCE & RISK OF LOSS (9-15)

Seller will bear risk of loss from fire or other casualties until time of settlement. In the event of damage by fire or other casualties to any part of the Property included in the sale that is not repaired or replaced prior to settlement (including, but not limited to, structures, grounds, fixtures, appliances and personal property), Buyer will have the option of rescinding this Agreement and promptly receiving all monies paid on account of purchase price or of extending settlement until such time as Seller can deliver the Property in completed condition. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this Property as of the time of execution of this Agreement.

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_____

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16. WARRANTIES (11-00)

(A) **Assignment of Manufacturer's Warranties:** Seller hereby assigns to Buyer the manufacturer's warranties on all appliances, equipment, and other consumer products to be installed in or on the Property. Copies of these warranties will be delivered to Buyer. Seller makes no warranties, representations or guarantees with respect to the appliances, equipment and consumer products, and all such warranties, representations and guarantees are hereby disclaimed. The sole remedy of Buyer as to any such items will be to make such claims as are appropriate under the manufacturer's warranties.

(B) **Limited Warranty:** Except as set forth in any new construction warranty that may be provided herewith, **SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF WORKMANLIKE CONSTRUCTION, HABITABILITY, DESIGN, CONDITION, QUALITY OR OTHERWISE AS TO THE PROPERTY AND THE RESIDENCE AND OTHER IMPROVEMENTS CONSTRUCTED THEREON, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES.** Buyer hereby acknowledges and accepts such disclaimer and agrees to waive any and all rights Buyer may have by virtue of such representations and warranties. Except for the warranties provided by Seller, Buyer assumes the risk of any and all damage occurring in or appearing on the Property from the date of settlement, regardless of the cause thereof. Buyer's assumption of this risk is partially in consideration of the amount of the purchase price of the Property which is lower than it would be if Seller was to be held responsible for any such risks by virtue of said expressed or implied representations or warranties.

17. RECORDING (9-05)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of this Agreement.

18. ASSIGNMENT (2-12)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes.

19. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

(A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.

(B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

20. FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA) (9-15)

The disposition of a U.S. real property interest by a foreign person (the transferor) is subject to the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) income tax withholding. FIRPTA authorized the United States to tax foreign persons on dispositions of U.S. real property interests. This includes but is not limited to a sale or exchange, liquidation, redemption, gift, transfers, etc. Persons purchasing U.S. real property interests (transferee) from foreign persons, certain purchasers' agents, and settlement officers are required to withhold up to 15 percent of the amount realized (special rules for foreign corporations). Withholding is intended to ensure U.S. taxation of gains realized on disposition of such interests. The transferee/Buyer is the withholding agent. If you are the transferee/Buyer you must find out if the transferor is a foreign person as defined by the Act. If the transferor is a foreign person and you fail to withhold, you may be held liable for the tax.

21. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (9-15)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.**

22. REPRESENTATIONS (2-12)

(A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

(B) Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an assessment of the plan, drawings, specifications, or such documents as have bearing on the nature and quality of the structures to be built by Seller. Furthermore, Brokers, their licensees, employees, officers, and partners make no representation with respect to permits or such other evidence of government approval for the construction of the structures to be built by Seller, or of the environmental conditions, the permitted uses, the financial condition of Seller, or the conditions existing in the locale where the property is situated nor have they made an inspection of the components, appliances, systems, or consumer products to be installed in or about the Property.

(C) Any repairs required by this Agreement will be completed in a workmanlike manner.

(D) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

23 DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-18)

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price, other than those amounts designated as non-refundable, pursuant to the terms of Paragraph 23(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

(B) Where Seller terminates this Agreement due to Buyer's default, breach or failure to comply with the obligations contained in this Agreement, or where this Agreement is terminated through no fault of Seller, then Seller has the option of retaining all sums paid by Buyer, including deposit monies designated as non-refundable.

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(C) Where Buyer terminates this Agreement due to Seller's default, breach or failure to comply with the obligations contained in this Agreement, then Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price, **including those amounts designated as non-refundable**, pursuant to the terms of Paragraph 23(B), and this Agreement will be VOID.

(D) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
3. According to the terms of a final order of court.
4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 23(E))

(E) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved 180 days after the Settlement Date stated in Paragraph 4(A) (or any written extensions thereof) or following termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation or mediation. If Broker has received verifiable written notice of litigation or mediation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation or mediation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

(F) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

(G) **Unless otherwise checked in Paragraph 23(H)**, upon Buyer default, Seller may elect to retain those sums paid by Buyer, including deposit monies:

1. On account of purchase price, OR
2. As monies to be applied to Seller's damages, OR
3. As liquidated damages for such default.

(H) ☐ **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**

(I) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 24(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.

(J) Brokers and licensees are not responsible for unpaid deposits.

24. MEDIATION (2-12)

Buyer and Seller will submit all disputes or claims that arise from this Agreement, including disputes and claims over deposit monies, to mediation. Mediation will be conducted in accordance with the Rules and Procedures of the Home Sellers/Home Buyers Dispute Resolution System, unless it is not available, in which case Buyer and Seller will mediate according to the terms of the mediation system offered or endorsed by the local Association of Realtors®. Mediation fees, contained in the mediator's fee schedule, will be divided equally among the parties and will be paid before the mediation conference. This mediation process must be concluded before any party to the dispute may initiate legal proceedings in any courtroom, with the exception of filing a summons if it is necessary to stop any statute of limitations from expiring. Any agreement reached through mediation and signed by the parties will be binding (see Notice Regarding Mediation). Any agreement to mediate disputes or claims arising from this Agreement will survive settlement.

25. RELEASE (9-05)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

26. REAL ESTATE RECOVERY FUND (1-18)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

27. COMMUNICATIONS WITH BUYER AND/OR SELLER (9-15)

(A) If Buyer is obtaining mortgage financing, Buyer shall promptly deliver to Broker for Buyer, if any, a copy of all Loan Estimate(s) and Closing Disclosure(s) upon receipt.

(B) Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, **except for documents required to be delivered pursuant to Paragraph 13**. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communi-

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cation/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

28. HEADINGS (9-15)

The section and paragraph headings in this Agreement are for convenience only and are not intended to indicate all of the matter in the sections which follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

29. SPECIAL CLAUSES (9-15)

(A) **The following are part of this Agreement if checked:**

- ☐ Sale & Settlement of Other Property Contingency Addendum (PAR Form SSP)
- ☐ Sale & Settlement of Other Property Contingency with Right to Continue Marketing Addendum (PAR Form SSP-CM)
- ☐ Sale & Settlement of Other Property Contingency with Timed Kickout Addendum (PAR Form SSPTKO)
- ☐ Settlement of Other Property Contingency Addendum (PAR Form SOP)
- ☐ Appraisal Contingency Addendum (PAR Form ACA)
- ☐ _____
- ☐ _____

(B) **The following exhibits are made part of this Agreement if checked:**

- ☐ Plot Plan of Lot
- ☐ House Plan/Floor Plan/Elevation
- ☐ Floor Plan Reversed
- ☐ Building Specifications
- ☐ Options/Extras/Alterations
- ☐ New Construction Warranty
- ☐ Restrictive Covenants/Deed Restrictions
- ☐ Standard Features
- ☐ _____
- ☐ _____
- ☐ _____

(C) **Additional Terms:**

Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties.

NOTICE TO PARTIES: WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT. Parties to this transaction are advised to consult a Pennsylvania real estate attorney before signing if they desire legal advice.

Return of this Agreement, and any addenda and amendments, including return by electronic transmission, bearing the signatures of all parties, constitutes acceptance by the parties.

_____ **Buyer has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.**

_____ **Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.**

_____ **Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.**

BUYER _____ **DATE** _____

BUYER _____ **DATE** _____

BUYER _____ **DATE** _____

Seller has received the Consumer Notice as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336.
Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

SELLER _____ **DATE** _____

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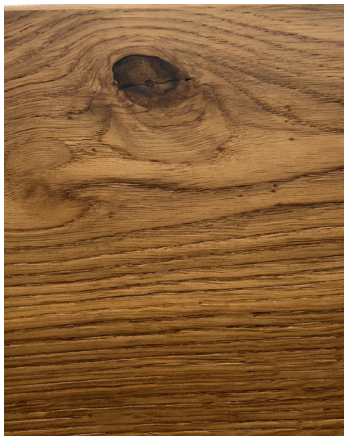

BG | Winchester Oak

BG | Whisper White Oak

BG | Rustic Hickory

BG | Porter House Hickory

BG | Interior Doors

BG | Monteray Bay Hickory

BG | Driftwood Oak

BG | Interior Door handles, Venetian Bronze

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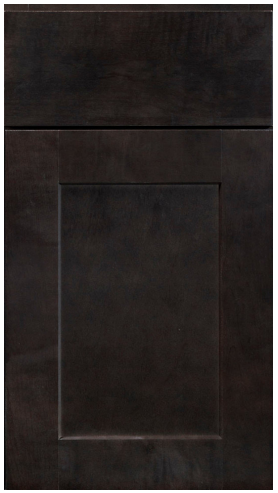
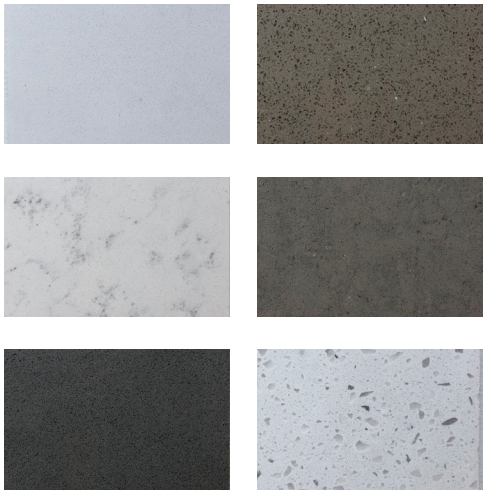
BG | Shaker Style,
White Paint (Standard)

BG | Shaker Style,
Grey Stain



BG | Shaker Style,
Dark Sable Stain



BG | Countertop Options

BG | Blacksplash Options

BG | Farmhouse Stainless Steel Sink

BG | Delta,
Venitian Bronze

BG | Modern Cabinet Handle,
Oil Rubbed Bronze

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BG | Samsung Refrigerator

BG | Samsung Gas Range
with Fan Convection

BG | Samsung Dishwasher

BG | Stainless Steel Wall Mount
Range Hood

BG | Sharp Insight
Pro Drawer Microwave

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BG | First Floor Bath Vanity, White Shaker 48" Bathroom Vanity w/ Marble Top

BG | First Floor Bath Floor Options

BG | First Floor Bath Tub Surround, Subway Tile

BG | First FloorBath, Kohler with antique bronze handle

BG | First Floor Bath Tub, Delta

BG | Delta Matte Black

BG | First Floor Bath Faucet, Oil Rubbed Bronze

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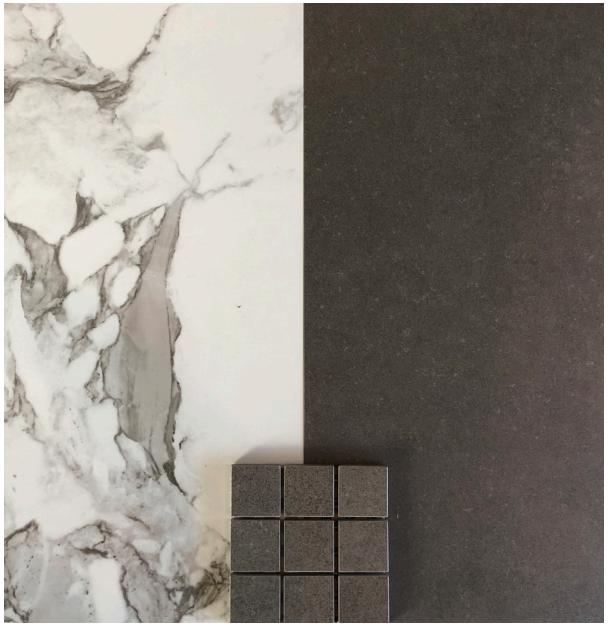
BG | Master Bath Vanity, White Shaker 60" Bathroom 4 Drawers Vanity w/ Marble Top



BG | Master Bath Shower Walls, Floor, and Shower Floor Tile

BG | Delta Matte Black

BG | Kingston Brass Oil Rubbed Bronze

BG | Master Bath, Kohler with antique bronze handle

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BG | Guest Bath Vanity, White 36" Bathroom Vanity w/ Marble Top

BG | Floor Options

BG | First Floor Bath Tub Surround, Subway Tile

BG | First FloorBath, Kohler with antique bronze handle

BG | First Floor Bath Tub, Delta

BG | Delta Matte Black

BG | First Floor Bath Faucet, Oil Rubbed Bronze

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CN

CONSUMER NOTICE
THIS IS NOT A CONTRACT

In an effort to enable consumers of real estate services to make informed decisions about the business relationships they may have with real estate brokers and salespersons (licensees), the Real Estate Licensing and Registration Act (RELRA) requires that consumers be provided with this Notice at the initial interview.

- Licensees may enter into the following agency relationships with consumers:

  Seller Agent

  As a seller agent the licensee and the licensee's company works exclusively for the seller/landlord and must act in the seller's/landlord's best interest, including making a continuous and good faith effort to find a buyer/tenant except while the property is subject to an existing agreement. All confidential information relayed by the seller/landlord must be kept confidential except that a licensee must reveal known material defects about the property. A subagent has the same duties and obligations as the seller agent.

  Buyer Agent

  As a buyer agent, the licensee and the licensee's company work exclusively for the buyer/tenant even if paid by the seller/landlord. The buyer agent must act in the buyer/tenant's best interest, including making a continuous and good faith effort to find a property for the buyer/tenant, except while the buyer is subject to an existing contract, and must keep all confidential information, other than known material defects about the property, confidential.

  Dual Agent

  As a dual agent, the licensee works for *both* the seller/landlord and the buyer/tenant. A dual agent may not take any action that is adverse or detrimental to either party but must disclose known material defects about the property. A licensee must have the written consent of both parties before acting as a dual agent.

  Designated Agent

  As a designated agent, the broker of the selected real estate company designates certain licensees within the company to act exclusively as the seller/landlord agent and other licensees within the company to act exclusively as the buyer/tenant agent in the transaction. Because the broker supervises all of the licensees, the broker automatically serves as a dual agent. Each of the designated licensees are required to act in the applicable capacity explained previously. Additionally, the broker has the duty to take reasonable steps to assure that confidential information is not disclosed within the company.

- In addition, a licensee may serve as a Transaction Licensee.

  A transaction licensee provides real estate services without having any agency relationship with a consumer. Although a transaction licensee has no duty of loyalty or confidentiality, a transaction licensee is prohibited from disclosing that:

  - The seller will accept a price less than the asking/listing price,
  - The buyer will pay a price greater than the price submitted in the written offer, and
  - The seller or buyer will agree to financing terms other than those offered.

  Like licensees in agency relationships, transaction licensees must disclose known material defects about the property.

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Phone: 215-625-3650 Fax: 215-625-4721 Brigit Brust

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- Regardless of the business relationship selected, all licensees owe consumers the duty to:
  - Exercise reasonable professional skill and care which meets the practice standards required by the RELRA.
  - Deal honestly and in good faith.
  - Present, as soon as practicable, all written offers, counteroffers, notices and communications to and from the parties. This duty may be waived *by* the seller *where* the seller's property is under contract and the waiver is in writing.
  - Comply with the Real Estate Seller Disclosure Law.
  - Account for escrow and deposit funds.
  - Disclose, as soon as practicable, all conflicts of interest and financial interests.
  - Provide assistance with document preparation and advise the consumer regarding compliance with laws pertaining to real estate transactions.
  - Advise the consumer to seek expert advice on matters about the transaction that are beyond the licensee's expertise.
  - Keep the consumer informed about the transaction and the tasks to be completed.
  - Disclose financial interest in a service, such as financial, title transfer and preparation services, insurance, construction, repair or inspection, at the time service is recommended or the first time the licensee learns that the service will be used.
- The following contractual terms are *negotiable* between the licensee and the consumer and must be addressed in an agreement/disclosure statement:
  - The duration of the licensee's employment, listing agreement or contract.
  - The licensee's fees or commission.
  - The scope of the licensee's activities or practices.
  - The broker's cooperation with and sharing of fees with other brokers.
- All sales agreements must contain the property's zoning classification except where the property is zoned solely or primarily to permit single family dwellings.
- The Real Estate Recovery Fund exists to reimburse any person who has obtained a final civil judgment against a Pennsylvania real estate licensee owing to fraud, misrepresentation, or deceit in a real estate transaction and who has been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658.

Before you disclose any financial information to a licensee, be advised that unless you select a business relationship by signing a written agreement, the licensee is NOT representing you. A business relationship is NOT presumed.

ACKNOWLEDGMENT

I acknowledge that I have received this disclosure.

Date: _____ _____ _____

(Consumer's Printed Name) **(Consumer's Signature)**

Date: _____ _____ _____

(Consumer's Printed Name) **(Consumer's Signature)**

I certify that I have provided this document to the above consumer during the initial interview.

Date: _____

_____ _____ _____

(Licensee's Printed Name) **(Licensee's Signature)** **(License #)**

Adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

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Bylaws of Blair Garden Owners' Association

Bylaws of
Blair Garden Owners' Association

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Bylaws of
Blair Garden Owners' Association

The undersigned, constituting all members of Blair Garden Owners' Association, an incorporated association (the "Association") comprised of the Owners of all Units in Blair Garden, a Planned Community created pursuant to a Declaration of Planned Community recorded in the Office of the Recorder of Deeds of Philadelphia County (the "Declaration"), hereby adopt the following as the Bylaws of the Association.

ARTICLE I. GENERAL PROVISIONS

Section 1.1. Definitions.

All terms not specifically defined herein have the same meanings as in the Declaration, as it may be amended, and in the Uniform Planned Community Act.

Section 1.2. Administration of the Planned Community.

The administration of the Planned Community and the operation, regulations and management of the Association shall be governed by these Bylaws, as they may be amended.

Section 1.3. Persons Bound.

All present and future owners, mortgagees, lessees and occupants of the Units and Common Elements, their agents and employees, and any other person or entity who may use the Planned Community, are subject to and bound by the provisions of the Declaration, the Plats and Plans, these Bylaws and the Rules and Regulations in force pursuant to Section 1.4 hereof (collectively referred to herein as the "Planned Community Documents"). The acceptance of a deed, mortgage or other conveyance relating to any Unit, or the entering into of a lease relating to a Unit, or the occupancy of any portion of the Property, shall constitute an agreement to be subject to the Planned Community Documents.

Section 1.4. Rules and Regulations.

The Executive Board may promulgate Rules and Regulations governing the Planned Community, and may amend such Rules and Regulations. Copies of any Rules and Regulations, amendments or changes (hereafter "Rules and Regulations") shall be furnished promptly by the Executive Board to each Unit Owner.

Section 1.5. Office.

The Executive Board may maintain an office at the Planned Community or in any convenient location. All costs related to maintaining such office shall be Common Expenses.

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ARTICLE II. UNIT OWNERS

Section 2.1. Membership in the Association of Unit Owners.

The Association shall commence operation upon the effective date of the Declaration. Every person who acquires title to a Unit shall automatically become a member of the Association, which membership continues for the period of ownership. Membership in the Association is an incident of ownership of a Unit and may not be resigned, terminated or transferred other than by transfer of title to the Unit to which such membership is appurtenant. Transfer of title to a Unit shall automatically constitute transfer of membership in the Association, but the Association may treat the transferor Unit Owner as the member of the Association for all purposes until the Association or Executive Board has actual notice of the transfer.

Section 2.2. Annual Meetings of Unit Owners.

After the period of Declarant control, Annual Meetings of Unit Owners shall be held in April of each year. At such annual meetings the Unit Owners shall elect by ballot members of the Executive Board, per Sections 3.3 and 3.4 hereof, and may transact other proper business.

Section 2.3. Special Meetings of the Unit Owners.

Effective only after the Special Meeting of Unit Owners held pursuant to Section 3.4 hereof, the President shall promptly call special meetings of the Unit Owners when so directed by a resolution of the Executive Board or by a petition signed by Unit Owners having Percentage Interests aggregating 25% or more, specifying clearly in each case the permitted purpose of such special meeting. Meetings so requested must be held between twenty (20) and forty-five (45) days after such request is received. No business shall be transacted other than as specified in the notice.

Section 2.4. Notice of Meetings of the Unit Owners.

The Secretary shall give notice of each annual or special meeting of Unit Owners to the Unit Owners in accordance with the provisions of Section 11.2 hereof, at least ten (10) and not more than thirty (30) days prior to the meeting date. The notice shall specify the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws or any Assessment or budget change which is to be considered. Non-agenda items may be considered, at the discretion of the Board.

Section 2.5. Place of Meeting.

Meetings of the Unit Owners shall be held at or near the Planned Community. By resolution of the Executive Board, any regular of special meeting of Unit Owners may be held electronically, provided every attendee has an opportunity to hear and respond to every other attendee. The President may adjourn any electronic meeting if the technology becomes unwieldy or if attendees cannot participate fully.

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Section 2.6. Voting.

(a) Each "Unit Owner in Good Standing" shall have the right to vote one vote per Unit owned at all meetings of Unit Owners. Unit Owners may cast votes either in person, by proxy, or, if permitted by the Executive Board by US mail or electronic ballots. Proxies may be given to another Unit Owner or an individual holding a valid Power of Attorney, shall be in writing, dated, delivered to the Secretary prior to the meeting and are revocable by written notice or actual notice prior to or at a meeting. A proxy shall terminate one year after its date.

(b) The Secretary shall continuously maintain a voting list, which shall be closed on the business day preceding the meeting date. That list shall reflect the owners of record of each Unit. In cases where a business entity is, or more than one individual are, the Unit Owner, such Unit Owner shall designate to the Secretary one or more persons as the person(s) entitled to vote. If only one co-owner of a Unit is present at any meeting, such co-owner or the holder of a proxy shall be entitled to vote, and such vote shall be binding on the non-voting co-owner.

(c) The vote allocated to a Unit must be voted as an entirety, and if the owners or designees of a Unit are unable to agree upon how such vote shall be cast, such vote may not be cast and the owners of such Unit shall be deemed present for the purposes of determining a quorum, but for purposes of determining the result of the vote on such question shall not be deemed to be present or voting at the meeting. If any proposal being voted upon by the Association requires the unanimous consent of Unit Owners, all votes not voted pursuant to the preceding sentence shall be deemed to have been voted in favor of such proposal. Where a Unit is held in a fiduciary capacity, the fiduciary rather than the beneficiary shall be entitled to exercise the appurtenant voting rights.

(d) The voting list shall be kept at the Office of the Association and may be inspected during regular business hours by any Unit Owner or purchaser, and shall be produced at each Unit Owner meeting.

Section 2.7. Quorum.

The presence in person or by proxy of the owners of twenty-five (25%) present of all Units shall constitute a quorum. If less than a quorum is present at any meeting, the Unit Owners present may adjourn the meeting, in which event notice of the adjourned meeting shall be given per Section 2.4 hereof. If a quorum is not present at such adjourned meeting, the Unit Owners present, in person or by proxy, shall automatically constitute a quorum.

ARTICLE III. THE EXECUTIVE BOARD

Section 3.1. Number and Qualification.

An Executive Board shall manage the business, operation and affairs of the Planned Community, per the Declaration and Bylaws. The Executive Board shall consist of three (3) members, all of whom must be adult individuals. All members of the Executive Board shall be

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Unit Owners or partners, officers or stockholders of Unit Owners, or holders of duly-executed powers of attorney for Unit Owners.

Section 3.2. Powers and Duties.

Subject to the Declaration, the Executive Board shall have all powers and duties necessary to administer and manage the business and affairs of the Planned Community and Association. Such powers and duties include, but are not limited to, the following:

(a) operating, maintaining, repairing, improving and replacing the Common Elements;
(b) determining Common and Limited Common Expenses;
(c) assessing, collecting and paying Common and limited Common Expenses;
(d) promulgating, distributing and enforcing Rules and Regulations;
(e) hiring and dismissing employees and agents which the Executive Board deems necessary to manage the business, operation and affairs of the Planned Community and Association, and setting their duties and compensation;
(f) entering into contracts and amendments to or replacements of deeds, leases and other written instruments or documents on behalf of the Association and authorizing the execution and delivery thereof by its officers;
(g) opening and maintaining bank accounts and designating signatures therefor;
(h) the power to purchase, hold, sell, convey, mortgage or lease Units on behalf of the Association or its designee;
(i) the power to bring, prosecute, defend and settle litigation for and against itself, the Association and the Planned Community, and to pay any adverse judgment entered therein, provided that it shall make no settlement which results in a liability against the Executive Board, the Association or the Planned Community in excess of $10,000.00 without the prior approval of a majority of Unit Owners;
(j) obtaining insurance pursuant to the Declaration;
(k) the power to repair or restore the Common Elements following damage or destruction or a permanent taking by the power of eminent domain or by an action or deed in lieu of condemnation;
(l) the power to own, purchase, lease, hold and sell or otherwise dispose of items of personal property necessary to manage the business and affairs of the Association and Executive Board, including without limitation furniture, maintenance equipment, appliances and office supplies;
(m) the duty to keep adequate books and records and to deliver to purchasers of Units (other than from Declarant) any resale certificate required by a potential purchaser or lender, for the preparation of which certificates the Board may charge a reasonable fee;
(n) the power to borrow money on the credit of the Association to obtain funds for any Executive Board or Association expenditure;
(o) the power to foreclose on any Unit as a means of collecting sums due to the Association, including the power to take title to the Unit and then lease it or repair and resell it;
(p) all powers granted to the Executive Board pursuant to the Declaration.

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The Executive Board may appoint committees composed of Unit Owners to make recommendations to the Board with respect to the exercise of powers and duties conferred upon the Board by the Declaration or Bylaws.

After the period of Declarant control, the Executive Board may employ a professional managing agent at a compensation established by the Board, to perform such services as the Board shall authorize. The Executive Board may delegate to the managing agent the powers and duties referred to in clauses (a), (c) (excluding the right to make Assessments), (e), (j), (k) and (m). The Executive Board shall enter into a written agreement with respect to such agent and the duties, responsibilities and compensation. Each such agreement shall be for an initial term and renewal terms of not longer than one (1) year, and be terminable by the Executive Board for cause (and without payment of any termination fee) upon thirty (30) days' written notice, and terminable by either party without cause (and without payment of any termination fee) upon sixty (60) days' prior written notice.

Section 3.3. Members of First Executive Board and Their Successors.

(a) The members of the "First Executive Board" shall be those persons designated by the Declarant. Except as set forth in Paragraph 3.3 (b) below, the members of the First Executive Board, or their respective successors designated by Declarant, shall serve until the second Special Meeting of Unit Owners is held pursuant to Section 3.4.

(b) The President shall call a Special Meeting of Unit Owners to be held within sixty (60) days after title to five (5) Units has been conveyed to persons other than Declarant, at which time one member of the Executive Board shall resign, and the Unit Owners other than Declarant shall elect one Unit Owner as a member of the Executive Board, who shall serve for two (2) years or until the special meeting of Unit Owners held pursuant to Section 3.4 hereof, whichever is shorter. If the Special Election Meeting per Section 3.4 hereof is not held within said two (2) year term, all Unit Owners other than Declarant shall elect a Unit Owner to replace the Unit Owner member of the Board at the next Annual Meeting of the members. If such elected members shall resign, be removed, die, become incapacitated or no longer be a Unit Owner, the vacancy created shall be filled by a vote of Unit Owners other than Declarant at a special meeting held within forty-five (45) days after such vacancy occurs.

Section 3.4. Election and Term of Office.

A second Special Meeting of Unit Owners shall be called by the President following the end of the period of Declarant Control, as defined in the Declaration. At such Special Meeting of Unit Owners the remaining two Declarant-appointed members of the Executive Board shall resign and the Unit Owners (including Declarant) shall elect two (2) additional persons to serve on the Executive Board. Elections shall be held in accordance with the procedures set forth below. At the Special Meeting referred to herein, the two candidates receiving the highest number of votes shall be elected to serve two-year terms. The Board Member serving per paragraph 3.3 shall his or her term re-set to one (1) year from the date of this Special Election. At each subsequent annual meeting, elections shall be held to fill the vacancy on the Executive

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Board caused by the current expiration of the Board member's term, and the person so elected shall serve a two (2) year term.

Section 3.5. Removal of Members of the Executive Board.

A Unit Owner who is not in Good Standing shall be removed from the Executive Board if the lack of Good Standing lasts for more than thirty (30) days. Otherwise, a member of the Executive Board may not be removed except by a vote of a majority of the Unit Owners in Good Standing at a meeting called for such purpose.

Section 3.6. Vacancies.

Vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of Unit Owners, shall be filled by a vote of a majority of the remaining members of the Executive Board, even though less than a quorum, promptly after the occurrence thereof, and each person so elected shall be a member of the Executive Board for the remainder of the term so filled.

Section 3.7. Organization Meeting of the Executive Board.

An organization meeting of the Executive Board shall be called by the President and held within ten (10) business days following each annual meeting of the Unit Owners, at such time and place as the newly elected members of the Board shall determine, for the purposes of organization, election of officers and any other business.

Section 3.8. Meetings of the Executive Board.

Regular meetings of the Executive Board shall be called by the President, and special meetings of the Executive Board may be called by the President or any Board member, and held on notice mailed or delivered three (3) days prior to the meeting date, specifying the time, place and purpose of the meeting. No business may be transacted at a special meeting other than as specified in the notice unless all members attend or waive notice, but at regular meetings called by the President, the Executive Board may transact all business within the authority of the Board. The President shall call no fewer than one meeting of the Executive Board each calendar year. Such meeting shall be held by November 15th each year to adopt a budget for the following calendar year.

Section 3.9. Place of Meetings.

Meetings of the Executive Board shall be held at, or near, the Planned Community.

Section 3.10. Waiver of Notice.

Any notice of any meeting of the Executive Board may be waived by any member thereof in writing prior to, at, or subsequent to the meeting, or by attendance.

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Section 3.11. Effect of Presence at Meetings of the Executive Board.

Any member of the Executive Board present at any meeting thereof shall be deemed to have assented to any action taken unless a dissent is entered on the minutes or unless a written dissent is filed with the Secretary at or immediately following adjournment, provided that no member may so dissent from any action for which the member voted at the meeting.

Section 3.12. Quorum.

Two of the members in office shall constitute a quorum at any meeting of the Executive Board, and the act of a majority of the members at a meeting at which a quorum is present at the beginning of such meeting shall be the act of the Executive Board. If less than a quorum is present at the beginning of any meeting, the member present may adjourn the meeting, and at any adjourned meeting at which a quorum is present any business may be transacted which could have been transacted at the meeting originally called, without further notice.

Section 3.13. Action by Written Consent.

The Executive Board may act by unanimous written consent in lieu of a meeting. Emails or similar electronic communication is an acceptable form of written consent.

Section 3.14. Participation in Meeting by Communications Equipment.

One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting of the Executive Board by means of conference telephone, computer meeting or similar communications equipment by means of which all persons participating in the meeting can communicate with each other.

Section 3.15. Compensation of Members of the Executive Board.

No member of the Executive Board shall be compensated for acting as such, unless approved in advance by a Majority of Unit Owners. However, upon approval of the Executive Board, a member may be reimbursed for actual expenses in carrying out his duties.

Section 3.16. Attendance by Unit Owners.

Except for the annual budget meeting referred to in Section 3.8 hereof, Unit Owners who are not members of the Executive Board shall not have the right to receive notice of or to attend meetings of the Executive Board, unless the Executive Board in its sole discretion elects to invite all Unit Owners to attend. The Secretary shall give Unit Owners notice, in accordance with Section 2.4 hereof, of the annual budget meeting of the Executive Board (accompanied by a copy of the proposed budget) and of all other meetings to which the Executive Board invites Unit Owners.

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ARTICLE IV. OFFICERS

Section 4.1. Number and Qualifications.

The officers of the Executive Board and of the Association shall include a President, Treasurer and Secretary, and any assistant officers as the Executive Board may determine. If there are two or more Executive Board members, then the offices of President and Treasurer must be held by different persons. The Treasurer shall serve as Acting President in the absence of the President. All officers must be members of the Executive Board or any Management Company.

Section 4.2. Election, Term and Removal.

The officers shall be elected annually by the Executive Board at its organization meeting, and shall serve until the next following organization meeting and until their successors are elected. Any officer may be removed at any time, with or without cause, by a majority in number of the members of the Executive Board. Any officer who resigns or is removed from the Executive Board shall be deemed to have simultaneously resigned as an officer.

Section 4.3. Vacancies.

Any vacancy through death, resignation, removal, transfer of a Unit or otherwise, shall be filled promptly by the Executive Board, the successor to serve the balance of the term.

Section 4.4. President.

The President is the chief executive officer of the Association. The President shall preside at all meetings of Unit Owners and of the Executive Board and shall have all powers and duties customarily vested in chief executive officers, including the power to prepare, execute, certify and record instruments on behalf of the Association and Board, including Declaration Amendments.

Section 4.5. Vice President.

If the Association has a Vice President, the Vice President, in the President's absence, shall exercise the powers of the President.

Section 4.6. Treasurer.

The Treasurer is the chief financial officer of the Association and shall have custody of the funds of the Association. The Treasurer shall keep or oversee books and records of all assets, liabilities, receipts and expenditures of the Association, and shall keep or oversee an accurate record of such Assessments and payments by each Unit Owner. The Treasurer shall deposit the funds of the Association in its name in such depositories as the Executive Board may designate. The Treasurer shall render to the Executive Board on request an account of all transactions as Treasurer and of the financial condition of the Association, and in general shall have the powers

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and duties customarily vested in chief financial officers. The Treasurer and any other employee or agent of the Association handling its funds shall furnish a bond in accordance with the requirements of the Declaration, the cost of which bond shall be a Common Expense. If the Association has no Vice President, the Treasurer shall serve as President in the President's absence.

Section 4.7. Secretary.

The Secretary shall be responsible to give or oversee requisite notice to Unit Owners and members of the Executive Board and for keeping the minutes of all meetings of the Association and Executive Board. The Secretary shall maintain records containing the calls, notices, waivers of notice and minutes of all meetings of the Association and Executive Board, all proxies to vote at meetings of the Association and all written consents of the Executive Board, and shall maintain the voting list and a list of all addresses submitted for notice purposes pursuant to the Declaration or Bylaws. The Secretary shall be the custodian of all books and records of the Association not controlled by the Treasurer and in general shall have the powers and duties customarily vested in Secretaries.

Section 4.8. Compensation of the Officers.

No officer of the Association shall be compensated for acting as such, unless such compensation shall be approved in advance by a Majority of Unit Owners.

Section 4.9. Execution of Instruments.

No agreement, deed, lease or other instrument shall be binding upon the Association unless entered into on its behalf by the Executive Board and signed by two officers of the Association, or by one officer and by one other person designated by the Executive Board. Any certificate made pursuant to Section 3.2 (m) above may be executed on behalf of the Association by any one officer or managing agent.

ARTICLE V. LIABILITY AND INDEMNIFICATION

Section 5.1. Liabilities of Individual Unit Owners.

The Unit Owners and any lessees or sublessees of a Unit shall be jointly and severally liable for liabilities arising out of their own conduct or arising out of the ownership, occupancy, use, misuse or condition of that Unit (except when the result of a condition affecting all or other parts of the Planned Community).

ARTICLE VI. USE AND MAINTENANCE OF THE PROPERTY

Section 6.1. Maintenance and Repair of the Planned Community.

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(a) All maintenance of and repairs to the Planned Community shall be done by the responsible party, in accordance with a maintenance and repair schedule prepared and adopted by the Board.

(b) Except as decided by the Board, all maintenance (including snow removal, landscaping and grounds keeping), repairs and replacements necessary to keep the Common elements in good repair and cleanliness shall be performed by the Executive Board and charged to all Unit Owners as a Common Expense.

(c) Each Unit Owner shall keep the Unit in good repair and cleanliness, and may alter, renovate and improve the interior of a dwelling as the Unit Owner chooses so long as such alteration, renovation and improvement does not damage, impair or infringe upon the property or rights of any other Unit Owner.

(d) Notices of violations of laws, orders, rules or regulations of any governmental agency having jurisdiction relating to the Planned Community shall be complied with by the Executive Board and shall be charged as a Common Expense if the notice of violation pertains to the Common Elements or any portion thereof; and if and to the extent the notice of violation relates to any particular Unit(s), or Limited Common Elements, the Owner(s) of such Unit(s) or those liable for the expense of such Limited Common Elements shall be responsible for correcting the condition at his (or their) own expense.

ARTICLE VII. SALE AND LEASING OF UNITS

Section 7.1. Sale of Units.

There shall be no restriction on sale, conveyance or other transfer of any Unit, but any sale, conveyance or other transfer shall be subject to the Planned Community Documents and the provisions of the deeds to the Unit.

Section 7.2. Leasing of Units.

No Unit lease may be for less than the entire Unit. The Executive Board may require the registration of Leases and Tenants, and require a reasonable registration fee.

Section 7.3. Notice of Sale or Lease.

A Unit Owner must give the Board ten (10) days' written notice prior to any sale, conveyance, transfer or lease of a Unit.

Section 7.4. Imposition of Restrictions.

Sections 7.1 and 7.2 hereof may not be amended so as to impose any more onerous restrictions on sale or leasing without an affirmative vote of 90% of the Unit Owners, notwithstanding any contrary, more lenient provision of the Declaration or Bylaws.

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ARTICLE VIII. OWNERSHIP OF UNITS BY THE ASSOCIATION

Section 8.1. Purchase of Units by the Association.

The Executive Board may purchase or otherwise acquire and hold title to any Unit or interest therein only as a result of enforcement of its lien for Assessments or as a result of execution upon a judgment obtained to collect a delinquent Assessment. The Association may borrow the funds necessary for such purchase and may create a mortgage against the Unit to secure the loan. So long as the Association is the owner of any Unit it shall have the power to hold, sell, convey, lease, mortgage as aforesaid and otherwise deal in and with the Unit, and in so doing it shall be acting on behalf of all other Unit Owners in accordance with their respective Percentage Interests as adjusted pursuant to Section 8.2 hereof. At no time may the Association hold title to more than one (1) Unit unless a Majority of Unit Owners consent.

Section 8.2. Effect of Ownership of Units by the Association.

When the Association has legal or beneficial title to a Unit: (i) the Percentage Interest of that Unit shall be deemed to be zero and the Percentage Interests of all other Units shall be adjusted proportionately; (ii) all Assessments for Common Expenses plus taxes and costs of owning such Unit shall be paid by the Executive Board, and the amounts so paid together with all expenses of purchasing, holding, selling, conveying, mortgaging, leasing or otherwise dealing with the Unit shall constitute Common Expenses; and (iii) the voting rights appurtenant to the Unit shall be suspended and may not be exercised or counted for quorum purposes.

ARTICLE IX. BOOKS, RECORDS AND REPORTS

Section 9.1. Maintenance of Books and Records.

The Board shall maintain complete, accurate and current books and records adequate to reflect fully the operations, proceedings and financial condition of the Executive Board and Association. Such books and records shall include without limitation the books and records to be maintained by the Treasurer and Secretary and the voting list to be maintained by the Secretary.

Section 9.2. Access to Books and Records.

Such books and records shall be kept at the Planned Community or other location as the Executive Board may determine and shall, after reasonable written notice, be available for examination during regular business hours by the Unit Owners, prospective lenders and persons having binding agreements to purchase Units.

Section 9.3. Reports.

The Executive Board shall, within 30 days after receiving a written request, provide a Unit Owner with copy of the annual financial statements.

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ARTICLE X. MISCELLANEOUS

Section 10.1. Utilities.

To the extent any utility is not individually metered to each Unit, the Association shall purchase such utilities and charge the cost thereof to the Unit Owners as a Common Expense.

Section 10.2. Notices.

All notices hereunder shall be sent by first class mail, postage paid, addressed as follows: (i) to the Executive Board, at the Planned Community or managing agent; (ii) to the Association, in care of the Executive Board; (iii) and to the Unit Owners, at their respective addresses within the Planned Community, or at such other addresses as they designate in writing to the Board. All notices of meetings of the Association or of the Executive Board may also be hand delivered to Unit Owners. All notices of change of address shall be deemed to have been given when received. Official notices may be electronically mailed to Unit Owners, if such Unit Owner so directs in writing to the Board.

Section 10.3. Effective Date.

These Bylaws shall become effective when the Declaration, Plats and Plans have been duly recorded.

Section 10.4. Headings.

The headings herein are for reference only and shall not affect the meaning or interpretation of these Bylaws.

Section 10.5. Invalidity.

If any provisions of these Bylaws are determined to be invalid, the determination shall not affect the validity or effect of the remaining provisions hereof or of the Declaration, Plats, Plans or Rules and Regulations, all of which shall continue in effect as if such invalid provisions had not been included herein.

Section 10.6. Conflicts.

These Bylaws shall be construed in accordance with the provisions of the Declaration and the Declaration shall control in the case of any conflict.

Section 10.7. Noncompliance and Waiver.

Failure or any threatened failure to comply with these Bylaws or the Rules and Regulations, with the covenants, conditions and restrictions of the Declaration, in the deed to each Unit or in the Plats and Plans, shall be grounds for an action for the recovery of damages (including the costs of the Executive Board's taking action to correct or remedy any such failure)

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or for injunctive relief, or both, maintainable by any member of the Executive Board on behalf of the Executive Board or the Association or, in a proper case, by an aggrieved Unit Owner aggrieved by any such noncompliance. The Executive Board shall have the right to do any work and take any steps necessary to correct or prevent any failure or threatened failure to so comply, with the right by itself or its agents or employees to enter any Unit at all reasonable times to do so; the expenses thereof, in each case together with interest at the lesser of 15% per annum or the legal rate then allowed, shall be promptly assessed by the Executive Board against the Unit Owner and shall be collectible and enforceable in accordance with these Bylaws. No restriction, condition, obligation or provision contained in any Planned Community Document or in the deed to any Unit shall be deemed to have been abrogated or waived by reason of any failure, single or repeated, to enforce the same.

Section 10.8. Avoidance of Liens and Notices of Liens and Suits.

Each Unit Owner shall pay all municipal charges, claims, taxes or Assessments against his Unit for which a lien could be filed before they shall become delinquent and prior to the time when any lien could attach, and shall, within five (5) days of receipt of notice or of actual knowledge of the attaching of any lien or the filing of any suit or other proceeding against his Unit, give the Executive Board written notice thereof. The Executive Board may, but shall not be obligated to, advance any sums necessary to prevent the attaching of any lien against any Unit, except the lien of a mortgage, and any amounts so advanced shall bear interest at the lesser of 15% per annum or the legal rate then allowed from the date made and shall be promptly assessed by the Executive Board against the Unit Owner and shall be collectible and enforceable as a Delinquency Assessment, as defined in the Declaration.

Section 10.9. Contracts for the Services of the Declarant.

Any agreement of the Association for the Declarant, or its affiliate, to provide services to the Association must provide for termination by either party, without cause, without payment of any termination fee or other penalty, upon not more than ninety (90) days' advance notice.

Section 10.10. Cost of Living Increases.

All dollar figures herein may be adjusted annually based on the Cost of Living or similar published indicator, using January 2019 as the base year and rate.

ARTICLE XI. AMENDMENTS

Section 11.1. Amendments to these Bylaws.

These Bylaws may be amended by resolution duly adopted at any meeting of Unit Owners, by the affirmative vote of a majority of the total number of votes eligible to be cast at a meeting called for such purpose, whether in person, by mail ballot or by proxy.

Section 11.2. Technical Corrections.

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Technical corrections to these Bylaws may be made in the exercise of reasonable judgment by the Executive Board, following the criteria and procedures for technical corrections to the Declaration. The Executive Board must receive an opinion from independent legal counsel that the proposed amendment is permitted.

ESTABLISHED AND ADOPTED by the undersigned, being the members of the First Executive Board, this ___ of _____, 2018.

Blair Garden Owners' Association

By: _____
, President

First Executive Board:

_____ _____

_____

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Blair Garden, a Planned Community

PUBLIC OFFERING STATEMENT

EVERY PROSPECTIVE PURCHASER SHOULD READ THIS BOOKLET CAREFULLY

NAME OF PLANNED COMMUNITY:	Blair Garden, a Planned Community
ADDRESS OF PLANNED COMMUNITY:	2157 E. Norris Street City of Philadelphia, Pennsylvania
NAME AND ADDRESS OF DECLARANT:	2157 E. Norris Street LP 1061 DeKalb Pike, Suite 102 Blue Bell, PA 19422
EFFECTIVE DATE OF THIS BOOKLET:	April 23, 2018

This Public Offering Statement is being presented to you in an attempt by the Declarant to disclose and summarize information pertinent to your consideration of a purchase of a Unit at Blair Garden, a Planned Community. Since it is abbreviated, prospective purchasers should also refer to the complete documents for complete information.

Within 7 days after receipt of a public offering statement or an amendment to the public offering statement that materially and adversely affects the rights or obligations of the purchaser, the purchaser, before conveyance, may cancel any contract for purchase of a Unit from Declarant.

If Declarant fails to provide a public offering statement or any amendment thereto to a Purchaser before conveying a Unit, Purchaser may recover from Declarant damages as provided in Section 5406 (c) of the Pennsylvania Uniform Planned Community Act.

If a public offering statement is received by the Purchaser more than 7 days before signing a contract, or if more than 7 days have passed since receiving the public offering statement or material amendment thereto, Purchaser cannot cancel the contract. Every prospective Purchaser should read this booklet carefully.

Format. The following documents are part of this Public Offering Statement:

1. The Declaration of Blair Garden, a Planned Community (except Plats and Plans);
2. The Bylaws of Blair Garden Owners' Association;
3. The Proposed Annual Budget of Blair Garden Owners' Association; and
4. The Agreement of Sale.

The Declaration and Bylaws are herein referred to as the "Planned Community Documents." If there is any variation between this Public Offering Statement and the Planned

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Community Documents, the Planned Community Documents will govern. Where capitalized terms are discussed in this Public Offering Statement, they are either defined herein, or in the attached Planned Community Documents.

No person, sales agent or other representative of Declarant may orally modify the terms and conditions of the Planned Community Documents or interpret their legal effect. All capitalized terms are defined in this Public Offering Statement or in the Declaration, Bylaws or Act.

The Planned Community Concept. The term "Planned Community" refers to a form of property ownership where individuals purchase and own their home and lot (the "Unit") but an Association owns and controls common areas of the community, for the common good.

Common Elements are all portions of the Planned Community which are not included within the Units. Blair Garden, a Planned Community contains various Common Elements, including the driveway with vehicular access gate and system, two pedestrian gates; fence; lawn/landscaped area with rain garden, and any site lighting. Limited Common Elements are restricted to use by one or more, but less than all, Unit Owners and consist of driveway front lights, water and sewer laterals, roof decks, egress wells, and nine (9) parking spaces. Trash collection is provided to Unit Owners by the City of Philadelphia. The Declaration and its and Plats and Plans define common and limited common elements more fully.

All Unit Owners will have an equal share in the Association of Unit Owners and, at meetings, each Unit Owner gets one vote per Unit owned. There shall be no cumulative voting. The ownership of this percentage interest gives each Unit Owner the right, subject to the terms of the Pennsylvania Uniform Planned Community Act and of the Planned Community Documents, to use their home (Unit) and participate in the Association together with the other Unit Owners, and imposes upon each Unit Owner the obligation to pay a share of the expenses of operating and maintaining the Association, in percentages set forth in the Declaration.

The amount of the Common Expenses is determined in annual budgets and Assessments established by an Executive Board elected by the Unit Owners.

The Declarant. Blair Garden, a Planned Community has received approval for development by 2157 E. Norris Street LP, the Declarant. The General Partner is Stephen J. Frost.

Stephen has been in the Real Estate and Construction Industry for over 30 years. Stephen's father, John, owned a large General Construction / Construction Management company and was credited with building many of the major shopping malls in the Pennsylvania/Tri-State region, plus other east coast markets, and Texas. Stephen managed many large construction projects from shopping malls to retail stores that include Macy's, Sears, and JC Penney.

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Stephen also worked for Pepsico in securing properties for development of restaurants – predominately in the Manhattan and surrounding areas.

When the retail construction market slowed in the early 1990's, Stephen began residential development on large tracts in Delaware and Chester County PA. Stephen successfully developed over 150 homes on over 250 acres and handled all aspects of the design, approval, and construction process. Born and raised in Abington, PA, Stephen has a Bachelor's degree in Civil Engineering and MBA from Villanova University.

A Brief Description of Blair Garden, a Planned Community. The Community is located in the City of Philadelphia, Pennsylvania. When completed, there will be a total of eighteen (18) units, each containing a single-family attached home. Units and their dwellings must be complete, except exterior items delayed by weather, with Certificates of Occupancy issued prior to occupancy. Declarant's general contractor, Freedom Enterprise Inc. ("Builder"), will build the homes. Each dwelling has one garage parking space. Additional reserved Limited Common Element parking spaces will be available to Unit Owners through the Declarant and Association.

Public water and sanitary sewer services will be provided by the Philadelphia Water Department. Each Unit will have a meter to monitor usage. The cost of water and sewer service shall be billed directly to each Unit Owner. Each Unit shall have a fire suppression sprinkler system. Maintenance of the water and sewer laterals leading to each Unit from the main, as well as the fire suppression sprinkler system, will be the responsibility of each Unit Owner, unless such laterals are accepted for dedication.

The first Unit is scheduled for completion in the summer of 2019. Assuming average annual sales, the entire community will be completed and occupied within one year. However, such a schedule is merely an estimate and is subject to the pace of sales activity (which depends on the state of the economy, interest rates, availability of construction and permanent financing, etc.) and construction delays, any of which could alter the schedule.

Declarant has reserved the right to rent or sell more than one Unit to any lessee, purchaser, or investor. Declarant has also reserved the right to rent any Units which are not sold.

The driveway in the Planned Community is private, to be owned and maintained by the Planned Community Association

The Executive Board has the power to establish additional Common and Limited Common Elements. During the period of construction, the builder may restrict the use of all or portions of the driveway for sales, construction, management and other purposes until all proposed Units are occupied.

The Planned Community Documents. The Planned Community Documents are part of this Offering Statement. The Declaration is the formal, legal document which creates the Planned Community. It establishes and expresses the existence of the Planned Community,

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records the Plans showing all Units, defines certain terms, and allocates the percentages of interest in the Common Elements and Common Expenses and the votes at meetings of Unit Owners. For voting purposes, each Unit has been assigned one vote. The Declaration may be amended by a vote of 67% or more of the Unit Owners subject, in certain instances, to the concurrence of the holders of mortgages on the Units.

The Bylaws are the governing document, setting forth the method of management of the Planned Community Association. The Planned Community, including Common Elements, is to be managed by Blair Garden Owners' Association, a Pennsylvania Non-Profit Corporation, through an Executive Board.

The Declaration and Bylaws are complex documents, and are attached for your review. Some of the significant features of the Declaration and Bylaws are described below, but if there is any conflict between the description in this Public Offering Statement and the Planned Community Documents, the Planned Community Documents control.

Units may be used for residential purposes and such accessory uses as may be permitted by the Philadelphia Zoning Ordinance. The Planned Community Documents do not contain any limitation on the sale or transfer of Units. Units may be leased, but no lease may be for less than an entire Unit. Unit Owners are required to notify the Executive Board prior to any sale or lease of Units, and to pay certification or registration fees for sales or leases.

Construction on smaller in-fill sites in the City sometimes requires corrections to plats, legal descriptions and common element deeds after the conveyance of one or more deeds in the Planned Community. These corrections may be caused by field calculations, requirements of the City or the utilities providing services to the community, or by minor encroachments by neighboring properties. Buyer agrees, notwithstanding any provision of the Declaration or Uniform Planned Community Act to the contrary, that Declarant has the right and obligation to record an amended Declaration and Declaration Plat showing actual field conditions, if corrections are necessary. Every Unit Owner agrees to cooperate with Declarant in any way necessary to make these required changes and will not object to Declarant's efforts to do so.

Under the Bylaws, the Executive Board may promulgate Rules and Regulations governing the use of the Planned Community. Copies of the Rules and Regulations must be delivered to the Unit Owners. If at the date of delivery of this Public Offering Statement Rules and Regulations have been enacted, they will be attached hereto. Such Rules and Regulations may govern, among other things, use restrictions on Controlled Facilities. No Rules and Regulations may be adopted while Declarant owns any Units, without Declarant's approval.

Unit Owners may place any type of mortgage on their Units.

A Unit Owner is solely responsible for the care and maintenance of his Unit. The Association is comprised of all Unit Owners. The daily affairs of the Association will be

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managed by the Executive Board, which will consist of three (3) persons, elected by the Unit Owners. Votes of Unit Owners will be allocated equally with one vote for each Unit owned.

The Executive Board's responsibilities include approving capital expenditures, establishing the annual budget and Unit Assessments necessary to operate under such budget. Seventy-five percent (75%) of all Unit Owners may, within 30 days after adoption, reject any budget or capital expenditure approved by the Board.

Common Expenses shall be paid by all Unit Owners. Each Unit will pay an equal Common Expense Assessment, but Limited Common Expenses may vary. Assessments for Common Expenses are payable periodically. If the amount assessed and collected by the Executive Board during any year is not sufficient to cover the actual Common Expenses of the Planned Community, the Executive Board may make additional Assessments for the fiscal year. Any Assessment which a Unit Owner does not pay, when due, becomes a lien against such Unit Owner's Unit enforceable under the Documents and the Act. Additional fees, fines and penalties may accrue. If the Executive Board wishes to make capital expenditures expected to exceed $30,000.00, they must have prior approval by the Unit Owners.

The Executive Board elects its own officers and need not employ a professional management agent for the Planned Community.

Association Budget. If the Association has a balance sheet, it is attached. A Projected Budget for the Association for the year January 1, 2019 to December 31, 2019 is attached. The budget includes a capital reserve for replacements of Common Elements. The budget provides no other reserves. The budget also sets forth the projected Common Expense Assessments for each Unit. Assessments for a Unit begin when the Unit is first occupied. Initial property management services will be provided by Declarant during the construction phase. Declarant will pay Common Expense Assessments for each Unit owned by Declarant which is unsold beginning on the day of the first settlement of a Unit in that building. The budget reflects expenses paid or provided by Declarant which may later constitute Common Expenses. A working capital contribution of two (2) months' association fees shall be paid at settlement by each Purchaser of a Unit.

Liens and Encumbrances. The Planned Community may be subject to construction and land acquisition mortgages. Such loans, if any, will be released at settlement for each Unit. The Planned Community is subject to an Operations and Maintenance Agreement with the Philadelphia Water Department for the perpetual maintenance and operation of the underground stormwater system.

The Planned Community is subject to the requirements of the Philadelphia Water Department for stormwater management. The Planned Community is subject to an easement for construction and sales activities in favor of Declarant and to easements for access and utility services, as set forth in the Declaration. There are standard easements and public service

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agreements, as disclosed on a title search. There are no other liens and encumbrances affecting the Planned Community as of the date of this Public Offering Statement.

Description of Financing. Declarant does not offer mortgages for Unit purchasers, but may provide a list of preferred lenders who make the unique type of loans required to purchase a Unit in this community.

Completion of Improvements. Declarant has not provided any financial arrangement regarding completion of improvements; however, a Unit may not be conveyed or occupied until all improvements relating to that Unit's building are substantially completed. All site improvements will be completed by Declarant.

Warranties - Declarant's Limited Warranty. In the Agreement of Sale, Declarant agrees to have the General Contractor, Freedom Enterprise Inc., provide a one-year Builder's Limited Warranty administered by General Contractor (the "Builder's Limited Warranty.") The Builder's Limited Warranty shall warrant the structural elements for two (2) years, per the Act §5411 – Warranty Against Structural Defects, and the Purchaser shall agree that Declarant's sole responsibility shall be to comply with such Builder's Limited Warranty.

THE PURCHASER SHALL ACCEPT ALL LIMITATIONS OF LIABILITY AS SET FORTH IN THE BUILDER'S LIMITED WARRANTY. ALSO, THE PURCHASER SHALL AGREE TO SEEK BINDING ARBITRATION AS PURCHASER'S SOLE REMEDY FOR CONSTRUCTION-RELATED DISPUTES WITH DECLARANT.

Except as otherwise provided in said Builder's Limited Warranty or in the Act, the Purchaser shall agree that Declarant shall be released and discharged from all liability for injury, loss or damage, resulting from any cause whatsoever, including but not limited to negligence, latent or undiscovered defects, or any other causes not specifically recited therein.

In the Purchase Agreement, the Purchaser shall agree Builder shall be responsible to install industry-acceptable materials in a good and workmanlike manner, but shall not be responsible for naturally-occurring conditions, materials, elements, substances or occurrences, including but not limited to radon gas, latex paint, formaldehyde, molds, dampness or water accumulation in the Unit which may promote the formation of mold, synthetic carpet fibers, allergens, or any other natural phenomena, whether known or unknown.

The Purchaser shall agree that the Builder's Limited Warranty is provided by the General Contractor in lieu of all other warranties, oral agreements, or representations.

As required by Section 5411 of the Act, Declarant shall warrant against structural defects in each of the Units and all of the Common Elements. For the purpose of this paragraph, "structural defects" means those defects in components constituting any Unit or Common Element which require repair, renovation, alteration or replacement and either (A) reduce the

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stability or safety of the structure below acceptable standards, or (B) restrict the normal intended use of all or any part of the structure. This structural warranty shall not be construed to make Declarant responsible for any items of maintenance relating to the Unit or Common Elements. The structural warranty will expire as follows:

(i) as to Units, the Warranty begins on the date the Unit is conveyed to the Purchaser and continues for two years thereafter; and

(ii) as to each Common Element Declarant warrants, the Warranty begins on the date of completion of such Common Element and continues for a period of two (2) year thereafter.

EXCEPT AS SET FORTH IN THE AGREEMENT OF SALE, THERE SHALL BE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED. THIS SHALL ACT AS AN EXPRESS WAIVER OF ANY AND ALL WARRANTIES OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY PROVISIONS AND LIMITATIONS IN THE AGREEMENT OF SALE SHALL SURVIVE SETTLEMENT.

Judgments. There are no judgments against the Association, nor are there lawsuits pending against the Planned Community, of which the Declarant has knowledge.

Deposits. Any deposits made to purchase a Unit shall be held in an escrow account at a Federally-insured institution, in accordance with the provisions of Section 5408 of the Act, and will be returned if purchaser cancels the contract in accordance with Section 5406.

Restraints on Alienation. There are no restraints on alienation of any portion of the Planned Community; however, a Unit may be leased only in accordance with the Declaration.

Insurance Coverage. The Bylaws require that the Executive Board and the Association obtain and maintain insurance coverage for the Planned Community. The Association will obtain and maintain the following minimum coverages, as necessary and if available:

(1) Comprehensive commercial liability insurance insuring Unit Owners (in their capacity as Unit Owners), members of the Executive Board and the management agent against liability to the public or to the Unit Owners, their tenants, invitees, or guests, with general aggregate limits of liability of at least $1,000,000. **EACH UNIT OWNER MUST MAINTAIN PERSONAL LIABILITY INSURANCE.**

(2) Fidelity coverage against dishonest acts by Executive Board members, officers, agents, employees and volunteers who handle Association funds, such coverage to equal 150% of the Association's annual budget.

(3) Directors' and Officers' Liability Insurance with a $1,000,000 limit for each loss and for each year, with no deductible.

(4) Workers' compensation insurance, if required by law.

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UNIT OWNERS MUST OBTAIN AND MAINTAIN THEIR OWN INSURANCE.

The Association does not insure Units or Unit Owner liability. Unit Owners should cover any master policy deductible in their own insurance.

Fees and Charges. There are no known fees or charges, other than disclosed in the documents and budget.

Unusual Circumstances. To the best of the knowledge and information of Declarant, there are no unusual circumstances affecting the Planned Community or the Units. However, as in any urban setting, there are highways, roads, train tracks, commuter transportation, businesses, neighboring properties, schools, waterways and many other features which may affect an owner's way of life. The Declarant urges every potential buyer to explore the neighborhood for its amenities and for any concerns the purchaser may have, prior to signing a purchase contract.

Reserves. The Budget includes a reserve for replacement of Common Elements.

Government Approvals and Permits.

A. Water Agreement with Phila Water Department dated May 31, 2017.

B. Gas service agreement with PGW dated October 25, 2017.

C. A Certificate of Occupancy for each Unit shall be issued by the City of Philadelphia.

Outstanding Violations. Declarant does not know of outstanding and uncured notices of violations of government requirements.

Environmental Conditions. The Vertex Companies, Inc. of Weymouth, MA performed a Phase I Environmental Site Assessment of the property and issued a report dated March 17, 2017. The report found that there was historic industrial use of the property, along with a 2,000 gallon underground storage tank. To obtain additional information about the environmental status of the property, Vertex recommended a Phase II Limited Subsurface Investigation.

Therefore, The Vertex Companies, Inc. performed a Phase II Limited Subsurface Investigation of the property and issued a report dated April 23, 2017. The report concluded as follows:

"Results of the geophysical survey confirmed the presence of one UST and identified the potential presence of a second UST. It is VERTEX's understanding that the property owner has retained the services of a PADEP licensed tank removal company to remove the UST(s) present on the site.

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"Appropriate tank closure documentation and confirmatory soil samples will be required to address potential concerns associated with the known and addition potential UST. Delivery lines, dispenser equipment, and remote fills will need to be removed in accordance with applicable local, state, and federal regulations. At this time, closure documentation reports have not been provided to VERTEX.

"Results of the soil samples submitted for laboratory analyses did not reveal detections of VOCs, SVOCs, or heavy metals at concentrations exceeding the PADEP Residential Used Aquifer Medium Specific Concentrations or the PADEP Clean Fill Concentration Limits. It should be noted however, if soils are to be exported as part of future redevelopment of the site, additional sampling will be required to demonstrate that the soils meet the requirements outlined in the Management of Fill Policy. The number and type of soil samples would be based on the volume of soil to be exported.

"Based on the results of the Phase II LSI, no further action to access potential impacts from former site operations is recommended at this time."

Copies of the report may be viewed at Declarant's office. Purchaser may obtain environmental information from:

The Pennsylvania Department of Environmental Protection District Office
55 North Lane
Conshohocken, PA 19428
(610) 832-6000; or

United States Environmental Protection Agency Region 3
1650 Arch St,
Philadelphia, PA 19103
(215) 814-5122

Structural Components, etc. All structural components and major utility installations in the Planned Community will be new when installed. The useful life and estimated cost of replacing such items for each Unit may be obtained from the sales representative, upon request.

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Budget. 2019 Budget of Income and Expenses (assumes full occupancy)

Item	Cost Per Year	Cost Per Month	Cost Per Unit Per Month
Insurance	$768.00	$64.00	$0.54
Gate Maintenance	$1,000.00	$83.33	$4.63
Gate Electric consumption	$120.00	$10.00	$0.56
Storm Water Management fee	$240.00	$20.00	$1.11
Rain Garden Maintenance/PWD reporting	$1,500.00	$125.00	$6.94
Landscape Maintenance	$1,200.00	$100.00	$5.56
Snow Removal			
assume 5 trips at $400/trip - snow	$2,000.00	$166.67	$9.26
assume 5 trips at $300/trip - salt only	$1,500.00	$125.00	$6.94
Accounting/Management assume $150/month	$1,800.00	$150.00	$8.33
Capital Reserve			
Driveway - resurfacing assume 30 year life, $30,000 cost	$1,000.00	$83.33	$4.63
Gate replacement - assume 20 years $20,000 cost	$1,000.00	$83.33	$4.63
Grand Totals	**$12,128.00**	**$1,010.67**	**$53.13**

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Prepared by and return to:

Marshal Granor, Esq.
721 Dresher Road, Suite 1000
Horsham, PA 19044
(215) 830-1100

Parcel ID No.

Declaration of Blair Garden, a Planned Community

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DECLARATION
Blair Garden, a Planned Community

ARTICLE I. SUBMISSION

Section 1.1. Declarant; Location; Name.

2157 E. Norris Street LP ("Declarant"), owner of the land described in "Exhibit A" attached hereto, located in the City of Philadelphia, Pennsylvania (the "Land"), hereby submits the Land, together with easements, rights and appurtenances thereunto belonging and any buildings and improvements thereon located (the "Property") to the covenants, conditions and restrictions of this Declaration and the provisions of the Pennsylvania Uniform Planned Community Act, 68 PA. C. S. Section 5101 et seq. ("Act"), and hereby creates a Planned Community to be known as Blair Garden, a Planned Community ("Planned Community").

Section 1.2. Easements and Restrictions.

The Land is so submitted UNDER AND SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS AND AGREEMENTS as now appear of record, as per the Schedule attached hereto as Exhibit "B."

ARTICLE II. DEFINITIONS

Section 2.1. Terminology.

Capitalized terms not otherwise defined herein or on the Plats and Plans, as amended from time to time, shall be defined by the Act.

Section 2.2. Definitions.

The following terms shall have the following meanings:

(a) "Act" is the Pennsylvania Uniform Planned Community Act, as amended.

(b) "Association" means Blair Garden Owners' Association, a non-profit corporation whose members are all of the Unit Owners of Blair Garden, a Planned Community.

(c) "Building" means a structure containing one or more dwellings.

(c) "Common Elements" shall be the portions of the Planned Community deeded to and owned by the Association including, but not limited to, the driveway, vehicular and pedestrian entry gates, fence, landscaped lawn area with rain garden, as described on Exhibit "E" attached hereto.

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(d) "Common Expenses" shall be the costs of administering the Association and any property it might own or control. Common Expenses shall be calculated using the ratios set forth in Exhibit "C."

(e) "Controlled Facility" shall include gutters and downspouts, exterior lights used to illuminate portions of the Property, roof decks, pilot houses, and fire suppression sprinkler system. The Association shall have the right to regulate, manage and control the Controlled Facilities, as well as to enter a Unit to maintain and repair them, at the Unit Owner's sole expense.

(f) "Declarant" means the Declarant and all successors to any Special Declarant Rights.

(g) "Delinquency Assessment" means late fees, interest at 15% per annum, plus attorneys' fees and any costs incurred in connection with the collection of unpaid Assessments.

(h) "Plats and Plans" means the Plats and Plans which shall be recorded as Exhibit "D" hereto, as amended from time to time.

(i) "Percentage Interest" means each Unit Owner's ownership interest in the Common Facilities and equal percentage of total votes cast appurtenant to each Unit as set forth in Exhibit "C" attached hereto, as it may be amended.

(j) "Unit Owner in Good Standing" means any Unit Owner against whom the Association does not hold an uncollected Delinquency Assessment or judgment, or who has not been notified of a continuing violation of the Planned Community Documents.

(k) "Voting Rights." Voting is only permitted by a Unit Owner in Good Standing. Votes are allocated one (1) vote per Unit.

ARTICLE III. BUILDINGS; UNIT BOUNDARIES; COMMON ELEMENTS

Section 3.1. Number and Location of Units.

The location and dimensions of all Units are shown on the Plats and Plans.

Section 3.2. Units.

(a) Unit Defined. Each Unit consists of land which may contain one single-family attached dwelling. The locations of all Units are shown on the Plats and Plans, attached as Exhibit "D." Exhibit "C" hereto is a list of all Units, their Identifying Numbers, and Percentage Interest appurtenant to each Unit.

(b) Unit Boundaries. The Unit Boundaries are depicted on the Declaration Plats and Plans, attached hereto as Exhibit "D." All space, fixtures, structures and improvements within the boundaries of a Unit are part of that Unit, from the underside of the concrete slab of the

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lowest level of any structure to and including the roof shingles, and vertically to the middle of any party wall connecting two Units, and extending fully to the exterior surface of all exterior walls. In addition, if any portion of a structure on a Unit extends beyond the Unit boundary, that portion shall be a Limited Common Element appurtenant to such Unit.

Section 3.3. Percentage Interests.

The Percentage Interest appurtenant to each Unit is as set forth in Exhibit "C."

Section 3.4 Limited Common Elements and Limited Common Facilities.

(a) Water lines and sanitary sewer lines serving a Unit are Limited Common Elements. The repair, replacement and maintenance of the water lines and sewer lines serving the Unit and the costs for performing any such work, are the responsibility of each Unit to which such Limited Common Element is appurtenant. If the Association must perform such work to protect the health, safety and welfare of the Planned Community, the cost for same shall be a Limited Common Expense assessed against the Unit or Units so benefiting.

(b) Any portion of a Building which extends beyond the boundary line of a Unit shall be a Limited Common Element appurtenant to such Unit.

(c) Any storm water management system completely or partially located on a Unit is a Controlled Facility, controlled by the Association.

(d) The Planned Community contains nine (9) Limited Common Element parking spaces. Any or all such Limited Common Element parking spaces may be assigned by Declarant, in which case the Association shall recognize and enforce such assignment. Any Limited Common Element parking spaces not assigned by Declarant may be assigned by the Association. Such assignments shall be in perpetuity unless and until the assignee assigns such Limited Common Element parking space, which may only be assigned to another Unit Owner in Good Standing.

(e) The Executive Board shall have the power to designate additional Limited Common Facilities if, using its business judgment, the Board decides Limited Common Facilities would enhance the Planned Community.

Section 3.5. Maintenance Responsibilities.

(a) The Association shall be responsible for the maintenance, repair and replacement of Common Facilities, if any;

(b) Each Unit Owner shall be responsible for the maintenance, repair or replacement of such Unit Owner's Unit, including any Controlled Facilities in or on such Unit.

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(c) Each Unit Owner shall be responsible for the maintenance, repair or replacement of any Limited Common Element assigned to such Unit.

(d) Notwithstanding the general rule set forth above, the Executive Board shall have the authority to set forth a specific list of Common or Controlled Facilities, the responsibilities for performing maintenance, improvement, repair, insurance, management, regulation and replacement, as well as who is responsible to pay for such work.

(e) If Unit Owners fail to maintain or replace their Units or Controlled Facilities in strict accordance with Association requirements, the Association shall have the right, but not the obligation, to enter the Units and to perform the necessary work. The cost of any work performed, any associated costs, including attorney's fees, plus an administrative fee of 25% of the total of all costs shall be a Limited Common Expense assessed against such Unit or Units.

ARTICLE IV. ALLOCATION, RESTRICTION AND USE OF COMMON FACILITIES; PARKING

Section 4.1 Surface Parking Spaces.

There are nine (9) surface parking spaces in the Planned Community which are assigned Limited Common Elements. Only a Unit assigned such Limited Common Element shall be entitled to use such parking space. No vehicles are to be parked or left unattended on the Common Elements at any time.

Section 4.2. Vehicle Owner's Responsibility.

By choosing to park in an assigned parking space at the Planned Community, the Unit Owner or other vehicle owner hereby indemnifies and holds the Association harmless against any claim or cause of action in the event such vehicle is damaged or stolen.

ARTICLE V. EASEMENTS

The following easements are hereby created:

Section 5.1. Utility Easements.

(a) The Units are hereby made subject to easements in favor of the Declarant, appropriate utility and service companies, and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section shall include, without limitation, rights of Declarant, the providing utility or service company or governmental agency or authority to install, lay, maintain, repair, relocate, service and replace water mains, pipes, meters and related systems, apparatus and facilities, sewer and drain lines, storm water drainage and detention systems and components, telephone wires, cables and equipment, television and internet equipment and facilities, natural gas mains, lines, meters and equipment, electrical wires, conduits and equipment and ducts and vents over, under, through, along, in and on the Units,

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together with the right to enter onto the Unit, for the purpose of repair, maintenance, adjustment or any other purpose (with respect to any utility or service company or governmental agency or authority) authorized by law or applicable regulations, including without limitation thereto termination of water and sewer service by the appropriate service company or agency.

(b) Provisions for the City of Philadelphia Water Department, its successors and assigns:

(1) The Association is obligated to maintain the private water infrastructure not located on a Unit, and to maintain full legal and financial responsibility for the ownership, maintenance, repair and replacement of such private water infrastructure; and

(2) The City is hereby granted an irrevocable utility easement for access to read, maintain, repair and replace City meters, and to initiate and terminate service; and

(3) The Association may not sell or transfer those Common Elements containing the private water infrastructure.

Section 5.2. Declarant's Easement to Correct Drainage.

Declarant reserves an easement on, over and under the Units to manage and correct drainage of surface water to maintain reasonable standards of health, safety and appearance and as required to comply with the approved drainage plans. This easement expressly includes the right to move or remove any trees, bushes, shrubbery or fences, to grade and regrade the soil, or to take any other action reasonably necessary, following which Declarant shall reasonably restore the affected property. This easement to correct drainage shall remain for a period of five (5) years after recording this Declaration despite the termination of any Period of Declarant Control.

Section 5.3. Easement for Entry.

The Association shall have the right to grant permits, licenses, and easements over any Common Elements for utilities, roads, and other purposes necessary for the proper operation of the Property. Unit Owners shall have a right of entry upon any Common Elements for the necessary maintenance, repair or replacement of their Unit and/or utility, water, sewer, or electrical lines, that service or are attached to their Unit.

Section 5.4. Easement for Encroachments.

There is hereby created an easement due to construction, reconstruction, repair, shifting, settlement or other movement of any portion of the improvements resulting in a Unit encroaching on another Unit or the Common Elements. In such case, an easement is hereby created for both the encroachment and its maintenance for as long as such encroachment exists.

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Section 5.5. Easement for Lighting.

If there are building-mounted exterior light fixtures used to illuminate the Property, they shall be energized through individual Unit electric meters and with lights supplied and installed by each Unit Owner. Each Unit Owner shall maintain such fixtures and replace lights; however, the Association shall have an easement to maintain such fixtures and to replace light bulbs if the Unit Owner neglects to do so, all at the Unit Owner's expense. Each Unit Owner shall pay for the electricity used by such fixtures, and shall not disconnect or interfere with their use.

Section 5.6. Easement for Emergency Services.

The Property is hereby made subject to a perpetual easement in favor of the Philadelphia Police and Fire Departments, emergency service personnel and any other governmental agency or instrumentality which provides emergency services to the community for the public health, safety and welfare. The Property and all Units are hereby made subject to a perpetual easement in favor of the Association and any contractor of the Association hired to abate nuisances, including those caused by the mental deficiency or dementia of a resident or by the hoarding of a dangerous quantity or assortment of personal property in or around a Unit.

Section 5.7. Easement for Access and Utilities.

Each Unit, Unit Owner, public utility servicing the Unit and every lawful occupant of a Unit shall have a perpetual easement for pedestrian and vehicular access on, over and across the Common Elements; provided, however, no such access shall be allowed on a Limited Common Element or into a dwelling except in the event of an emergency.

Section 5.8. Easements for Access to Units and Recovery of Costs.

The Executive Board shall have a right of access to each Unit to (i) reasonably inspect the Unit; (ii) remove, correct or abate violations of the Planned Community Documents or of law, or of any rules, regulations, orders, decrees or requirements of any governmental agency; (iii) make repairs to the Unit if such repairs are reasonably necessary for public safety or to prevent damage to other Units or Common Elements; and (iv) maintain, repair or replace the Common Elements contained therein or elsewhere in the Planned Community to which access can be had therefrom. The costs of removing, correcting or abating any such violations, of making any such repairs to Units, and the costs incurred by the Association in enforcing its rights hereunder (including reasonable counsel fees) shall be paid by the Unit Owner to the Association immediately upon demand.

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ARTICLE VI. AMENDMENT OF DECLARATION

Section 6.1. Association Amendments.

Amendments to the Plats and Plans and/or the Declaration must be agreed to by Unit Owners representing at least 67% of the total allocated votes in the Association.

Section 6.2. Exceptions.

The following exceptions shall apply to the foregoing method of amendment of the Declaration:

(a) Declarant may amend the Declaration and the Plats and Plans pursuant to Section (b) below, during the period of Declarant Control of the Association, without lender or Unit Owner approval.

(b) Amendments made to:

(1) Cure an ambiguity;

(2) Correct or supplement any portion of the Declaration, Plats or Plans that is defective, missing or inconsistent with any other provision of the Declaration or any law;

(3) Conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or as to Planned Communities, such as (but not limited to) the Department of Housing and Urban Development ("HUD") or the Federal National Mortgage Association ("FNMA").

(c) Amendments made pursuant to Section 6.2 (b) after the Period of Declarant Control may only take effect after obtaining a written opinion from independent legal counsel that such amendment is permitted by that Section.

(d) Any amendments to do the following require the approval of all Unit Owners:

(1) increase any Special Declarant Right;

(2) alter the terms or provisions governing completion, conveyance or lease of any Common Elements;

(3) increase the maximum number of Units, change the boundaries of any Unit, the Common Expense liability or voting strength in the Association allocated to a Unit, or the uses to which any Unit is restricted.

Section 6.3. Declarant's Obligation to Correct Variations in Declaration and on Declaration Plat.

(a) Actual, as-built conditions of the construction of Common Elements and Units may require revisions to the Planned Community Declaration and Declaration Plat due to minor field corrections and variations encountered during construction.

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(b) Such corrections and variations may be caused by field calculations, requirements of the City of Philadelphia or the utilities providing services to the Planned Community, or by minor encroachments by neighboring properties. Such corrections and variations may cause changes to the dimensions and area of Units and Common Elements.

(c) Following completion of construction, Declarant shall, notwithstanding any other provision of the Declaration or the Act, prepare and record an amended Declaration and Declaration Plat showing actual field conditions, if such corrections are deemed necessary by Declarant, its professionals or any governmental agency.

ARTICLE VII. DECLARANT'S RIGHTS AND OBLIGATIONS

Section 7.1. Declarant Leases.

Declarant retains the right to enter into leases for the occupancy of any of the Units retained by Declarant and not sold to any purchaser.

Section 7.2. Transfer of Association Control.

(a) Until the 60th day after conveyance of five (5) Units to Unit Owners other than Declarant, Declarant may appoint and remove all officers and members of the Executive Board.

(b) Not later than 60 days after conveyance of five (5) Units to Unit Owners other than Declarant, one of the three members of the Executive Board shall be elected by Unit Owners other than Declarant, which member may not be removed by Declarant.

(c) Not later than the earlier of:

(i) five years after the date of the first conveyance of a Unit in the Planned Community;

(ii) 60 days after fourteen (14) of the Units which may be constructed or completed on the Land have been conveyed to Unit Owners other than Declarant; or

(iii) two years after all Declarants have ceased to offer Units for sale, all remaining members of the Executive Board appointed by Declarant shall resign, and the Unit Owners (including Declarant to the extent of Units owned by Declarant) shall elect two new members to the Board replacing the remaining Declarant's appointees, as follows: All Unit Owners, including Declarant, may cast a vote for two (2) additional members of the Executive Board, each to serve for a two (2) year term. The person then serving as the Unit Owner elected Board member shall have his or her term reset to terminate one (1) year from the date of the election.

(d) Once all Declarant appointees have left the Executive Board, the period of Declarant control shall cease and Declarant shall comply with the provisions of Section 5220 of the Act.

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Section 8.3. Declarant Obligations.

Except where otherwise stated in the Declaration, if Declarant owns one or more Units, Declarant has the same rights and obligations as any Unit Owner as to the Unit it owns.

ARTICLE VIII. NO OBLIGATIONS TO BUILD OR COMPLETE

Nothing contained in this Declaration or the Plats and Plans shall be deemed to impose upon Declarant or its successors or assigns any obligation of any nature to build, construct, complete or provide any buildings or improvements except to the extent required by the City of Philadelphia, and no assurances are made in that regard.

ARTICLE IX. BUDGET, COMMON EXPENSES, ASSESSMENTS AND ENFORCEMENT

Section 9.1. Common Expenses.

By accepting a Deed to a Unit, each Unit Owner, on behalf of the owner and all occupants of the Unit, agrees to be subject to all rights and duties of Unit Owners under this Declaration, including the duty to pay promptly all regular and Special Assessments as well as Delinquency Assessments.

Section 9.2. Determination of Common Expenses.

(a) Subject to the rights of 75% of all Unit Owners to override such budget, by November 15th the Executive Board shall estimate Common Expenses, if any, for the ensuing fiscal year, which shall be reflected in a formal budget. A copy of each budget shall be delivered to each Unit Owner promptly after its adoption. Any year-end surplus shall be applied to the following year's budget. The reserve for maintenance, repair and replacement of those portions of the Common Facilities which require periodic replacement shall be separately maintained on the Association's books and shall be funded at least annually out of the regular Assessments for Common Expenses. The Executive Board may also make interim determinations of anticipated Common and Limited Common Expenses and adopt revised budgets accordingly. The Executive Board may periodically assess Special Assessments to fund unanticipated expenses.

(b) In the event the Executive Board fails to pass a budget for the upcoming year, Assessments shall automatically increase ten (10%) percent from the current year's Assessments.
Section 9.3. Commencement of Assessments.

Assessments for Units begin on the date on or after the issuance of a Certificate of Occupancy by the City of Philadelphia when the first lawful occupancy of a Unit takes place by an occupant who is not a Declarant or a successor to any Special Declarant Right.

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Section 9.4. Assessment Payments.

All Common Expense Assessments shall be due and payable at such intervals as the Executive Board shall determine. Special Assessments shall be due and payable in one or more payments, as determined by the Board. Unit Owners shall be severally and not jointly liable for the payment of Assessments. With respect to the Assessment for a given Unit, the Unit Owners and any lessees or sublessees thereof shall be jointly and severally liable therefor. There shall be a fifteen (15) day grace period for the receipt of all Assessments, during which time no interest shall be payable. After such grace period, Assessments with interest at the rate of 15% per annum from the due date shall, until fully paid, constitute a charge against such Unit. In the event any Assessment shall be past due for more than forty-five (45) days, and at the discretion of the Board, the Board may accelerate the Assessments due for the balance of the current year, plus interest as aforesaid, making those sums immediately due and payable in full.

Section 9.5. Assessment Calculation.

Assessments shall be as set forth in Exhibit "C" for each completed and occupied Unit.

Section 9.6. Lien for Assessments.

The Association has a lien on a Unit for any Assessment, fines or fees levied against that Unit or Unit Owner from the time the Assessment, fine or fee becomes due. If an Assessment is payable in installments, the full amount of the Assessment becomes effective as a lien from the time the first installment thereof becomes due. Any fees, charges, late charges, fines, costs, interest and reasonable attorneys' fees which may be levied by the Executive Board shall be enforceable as Assessments, and shall also be the personal obligation of the Unit Owner, enforceable against such Unit Owner and Unit Owner's successor in title until said Assessment, with all attendant costs and fees, is paid in full. The Association may bring legal action against the Unit Owner personally obligated to pay the same or may enforce or foreclose on the lien against the Unit; and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and reasonable attorney's fees together with the costs of the action. The obligation to pay assessment is absolute and is not subject to setoff, counterclaim, or other exemption.

Section 9.7. Collection of Delinquent Assessments.

The Executive Board shall take prompt action to collect Assessments, together with accrued interest as aforesaid, which remain unpaid after their due date. Any such delinquent Assessment together with such accrued interest may be enforced by suit by the Executive Board acting on behalf of the Association in an action in assumpsit, which suit when filed shall refer to the Unit against which the Assessment is made and to the delinquent Unit Owner and shall be indexed by the Prothonotary as lis pendens. Any judgment against a Unit Owner shall be enforceable in the same manner as is otherwise provided by law. The delinquent Unit Owner shall be obligated to pay (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent Assessment by legal proceedings or otherwise, and

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(ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, plus accrued interest, shall be deemed a part of the delinquent Assessment and shall be collectible as such.

Section 9.8. Reassessment of Uncollectible Assessments.

In all cases where all or part of any Assessments for Common Expenses and Limited Common Expenses cannot be promptly collected from the persons or entities liable therefor, the Executive Board may reassess the same as a Common Expense without prejudice to its rights of collection.

Section 9.9. Working Capital Fund.

The Association shall establish a working capital fund equal to one-sixth of the annual Assessment for a Unit, to be collected from each Unit Owner at closing for the sale of a Unit or first unit occupancy under a lease. Such sum shall not be credited as advance payments of regular Assessments.

Section 9.10. Imposition of Capital Improvement Fee Upon Transfer.

In accordance with Section 5302 (a)(12) of the Act, as it may be amended, there is hereby imposed upon the resale or transfer of each Unit, a fee in the amount of one-quarter of the current year's annual Assessment for general Common Expenses charged to such Unit, which fund may be expended only for new capital improvements or replacement of existing Common Elements.

ARTICLE X. INSURANCE

Section 10.1. Insurance.

The Executive Board shall obtain and maintain (to the extent obtainable) the following insurance:

(a) Comprehensive public liability insurance, including medical payments insurance, with such limits as the Executive Board determines, but not less than $1,000,000. for death or injury to any one person, $1,000,000. for any single occurrence, covering each member of the Executive Board, the managing agent and persons employed by the Association and each Unit Owner, and Unit Owner's family, tenants, agents or servants.

(b) Fidelity coverage against dishonest acts by any person (including, without limitation, members of the Executive Board, officers, agents, employees and volunteers) responsible for handling funds of the Executive Board or Association. Such fidelity coverage shall name the Association as the insured and shall be written in an amount sufficient to provide protection of at least 150% of the Association's annual budget.

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(c) Policies of Executive Board Member and Officer's Liability insurance, insuring the members and officers of the Executive , whether elected or appointed by Declarant, and any committee volunteers against personal liability arising from the performance of their duties.

Section 10.2. Insurance Coverage Lacking.

In the event insurance described herein is not maintained, the Association shall promptly notify all Unit Owners.

Section 10.3. Policy Terms.

Policies maintained per Sections 10.1 (a) and (c) above shall, if possible, provide:

(a) Each Unit Owner is an insured person under the policy with respect to liability arising out of membership in the Association;

(b) The insurer waives its right of subrogation under the policy against any Unit Owner or member of the Unit Owner's household;

(c) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(d) If at the time of a loss under the policy there is other insurance in the name of one or more Unit Owners covering the same risk, the Association's policy shall be secondary.

Section 10.4. Notice of Cancellation.

Any Association policy shall provide that such policies may not be substantially modified or terminated without at least 30 days' prior written notice to all insureds.

Section 10.5. Qualified Insurers.

All insurance policies maintained by the Association shall be written with companies licensed to do business in Pennsylvania and having a rating of "B+" or better in the most recent Best's Insurance Reports, or by a similar rating service if Best's Insurance Reports are no longer published.

Section 10.6. Unit Owner Insurance.

Unit Owners shall obtain insurance for their Unit and personal property and for personal liability. **The Association does not insure Unit Owners for casualty or property loss, or for personal liability.**

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ARTICLE XI. USE OF PROPERTY

Section 11.1. Use and Occupancy of Units and Common Elements.

The occupancy and use of the Units and Common Elements shall be subject to restrictions, in the form of both recorded land use restrictions and Rules and Regulations, imposed from time to time by the Executive Board. Every Unit Owner shall be responsible for the conduct of all occupants of the Unit, whether owners, tenants or guests.

Section 11.2. Use Restrictions.

The following restrictions are hereby imposed upon the Property:

(a) Units, except any Units being used by the Declarant, are restricted to residential use and accessory uses which are permitted by the ordinances and regulations of the City of Philadelphia.

(b) No Unit may be divided or subdivided by any Unit Owner into a smaller Unit or Lot nor may any portion thereof less than the entire Unit be sold or otherwise transferred, unless all Unit Owners give their prior consent thereto.

(c) Other than signs installed by Declarant or the Association, no signs, other than a conspicuous house number and one small name plate on the front door are permitted, without the specific prior approval of both the Declarant (for so long as Declarant owns at least one Unit) and the Executive Board. This prohibition specifically includes "For Sale" and "For Rent" signs, but the "For Sale" and "For Rent" sign prohibition shall expire five (5) years after the date of recording this Declaration. Sign prohibitions shall not apply to Declarant.

(d) Trash and recycling containers may not be placed for collection except on collection days. Trash and recycling containers shall be stored in the Unit's garage or other designated location at all times when not out for collection.

ARTICLE XII. MORTGAGES

Section 12.1. Mortgages Generally.

There are no restrictions on a Unit Owner's right to mortgage a Unit. All mortgages shall provide, and the holder of the lien shall be deemed to have agreed by acceptance of a mortgage or other obligation encumbering a Unit, that the mortgage and the rights and obligations of the parties thereto shall be subject to the terms and conditions of this Declaration. The then-current form of mortgage published by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Department of Housing and Urban Development (HUD), the Veterans Administration, or their successors, with the then-current Planned Community rider published by such entities, shall at all times be deemed to be approved by the Executive Board.

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ARTICLE XIII. LIMITATION OF LIABILITY

Section 13.1. Liability of Members of the Executive Board and Officers.

The members of the Executive Board, the officers and assistant officers of the Association and any duly appointed committee members (i) shall not be liable to the Unit Owners as a result of their activities as such for any mistake of judgment, negligence or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to a Unit Owner or any other person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, nor for acts performed for them, in their capacity as such, and (iv) shall have no personal liability arising out of the use, misuse or condition of the Property, or which might in any other way be assessed or imputed to them as a result or by virtue of their capacity as such.

Section 13.2. Indemnification by Unit Owners.

Subject to the provisions of Section 13.1 above, the Unit Owners shall indemnify and hold harmless any person, his or her heirs and personal representatives, from and against any and all personal liability and all expenses, including reasonable counsel fees, incurred, imposed or arising out or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Unit Owners or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Executive Board, an officer, assistant officer or a duly appointed committee member of the Association. However, no such indemnification shall apply if such liability or expense shall be attributable to the individual's willful misconduct or bad faith. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or vote of Unit Owners or of the Executive Board, or otherwise. The indemnification by the Unit Owners set forth in this Section shall be effective with respect to claims for which such indemnification is applicable, if the underlying basis for such claim arose during the period of service of the person to be indemnified as a member of the Executive Board, an officer, assistant officer or duly appointed committee member of the Association, notwithstanding that at the time such claim is made, adjudicated or settled and indemnification is requested, such person no longer serves in such capacity. The indemnification by the Unit Owners set forth in this Section shall be paid by the Executive Board on behalf of the Unit Owners, shall constitute a Common Expense and shall be assessed and collectible as such.

Section 13.3. Right of Action.

In addition to the rights and remedies granted by the Declaration and Bylaws, the Association and any aggrieved Unit Owner shall have a right of action against Unit Owners who

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fail to comply with the provisions of the Declaration or Bylaws of the Association, and any aggrieved Unit Owner shall also have the same right of action against the Association.

Section 13.4. Costs of Suit in Actions Brought by One or More Unit Owners on Behalf of All Unit Owners.

If any action is brought by one or more, but less than all, Unit Owners on behalf of all Unit Owners and recovery is had, the plaintiff's expenses, including reasonable counsel fees, shall be a Common Expense, but only to the extent that such expenses are less than the amount recovered on behalf of the Association. If, however, such action is brought against the Association or otherwise against all other Unit Owners or against the Executive Board, its officers, assistant officers, employees or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Unit Owners, the plaintiff's expenses, including counsel fees, shall not be charged to or borne by the other Unit Owners, as a Common Expense or otherwise.

ARTICLE XIV. NOTICE PRIOR TO LEGAL ACTION

Section 14.1 Notice and Opportunity to Cure.

Prior to taking any legal action against another Unit Owner, the Association, the Executive Board or the Declarant, a Unit Owner must first provide written notice of the violation, complaint or defect, allowing a reasonable time for the matter to be investigated and cured. Except in cases of imminent threat to life, a period of at least thirty (30) days shall be considered "reasonable" for this purpose.

Section 14.2 Access for Inspection and Repair of Alleged Defect.

In the event of a claim regarding a maintenance or construction defect, the Unit Owner shall allow reasonable access to the Unit for any repair to be made and such testing, destructive or otherwise, as is required to determine if a defect exists. Any destructive testing shall be repaired solely at the expense of the tester.

ARTICLE XV. LEASING

A Unit Owner may lease or sublease no less than the entire Unit provided that (except for a lease or sublease made by (i) a Declarant or (ii) an Eligible Mortgagee which is either in possession or is a purchaser at judicial sale):

(a) a lease or sublease must be in writing;

(b) a copy of such lease or sublease, deleting financial terms, shall be furnished to the Executive Board within ten (10) days after execution thereof;

(c) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the Declaration, Bylaws and Rules and Regulations and

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the same shall be made a part of said lease. A default thereunder shall constitute a default under the lease or sublease;

(d) the Association is hereby made a third party beneficiary of any lease respecting the enforcement of the Declaration, Bylaws and Rules and Regulations with the right to terminate the lease for unabated violations of the Association's requirements;

(e) the Association is hereby entitled to, and any landlord hereby consents to, payment directly from a tenant for the Assessments, fines, fees, Special Assessments and Delinquency Assessments owed by the Unit Owner landlord to the Association;

(f) the Association may impose a reasonable fee for the registration of leases and maintaining communication with tenants.

ARTICLE XVI. INTERPRETATION; SEVERABILITY

Section 16.1. Interpretation.

The provisions of the Declaration and Bylaws shall be liberally construed, in accordance with the laws of the Commonwealth of Pennsylvania and specifically the Uniform Planned Community Act. All headings herein are for the convenience of readers, and should not be considered in construing the meanings of the sections.

Section 16.2. Severability.

All provisions of this Declaration shall be deemed severable and independent, and the invalidity or unenforceability of any provision or portion thereof shall not affect the balance of the document.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed this 20th day of April, 2018.

2157 E. Norris Street LP, Declarant
By: 2157 East Norris Street GP, LLC

By: _____
Stephen J. Frost, Member

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COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF ~~PHILADELPHIA~~ Montgomery :

On this, the 30th day of April, 2018, before me, the undersigned officer, personally appeared Stephen J. Frost, who acknowledged himself to be the Member of 2157 E. Norris Street GP, LLC the General Partner of the Declarant to the within Declaration and that he, as such Member, being duly authorized to do so, signed his name as Member of the Limited Liability Company, sole General Partner of Declarant and that he executed the foregoing Declaration of Planned Community for the purposes therein contained.

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

Kimberly A Pint
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KIMBERLY A PINT
Notary Public
WHITPAIN TOWNSHIP, MONTGOMERY COUNTY
My Commission Expires Feb 7, 2021

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EXHIBIT "A"

Legal Description of the Land included in the Planned Community

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, SITUATE in the 31st Ward of the City of Philadelphia, Commonwealth of Pennsylvania, bounded and described according to a Plan or Survey, made by Thomas J. Johnston, Surveyor and Regulator of the 3rd Survey District, on 9/3/1969, as follows, to wit:

BEGINNING at a point formed by the intersection of the Northeasterly side of Norris Street (50 feet wide) with the Northwesterly side of Blair Street (40 feet wide); thence extending along the said Northeasterly side of Norris Street, on a bearing, North 51 degrees 7 minutes 12 seconds West, 113 feet 2 inches to a point; thence extending North 39 degrees 4 minutes 35 seconds East, 100 feet to a point, in a brick wall; thence, extending along said brick wall, South 51 degrees 7 minutes 12 seconds East, 1 foot 2 inches to a point; thence extending North 39 degrees 4 minutes 35 seconds East (erroneously referred to as West in prior deed), partly through a party wall, 100 feet to a point in the Southwesterly side of Dreer Street (40 feet wide); thence extending along the said Southwesterly side of Dreer Street, crossing a 3 feet wide alley, on a bearing South 51 degrees 7 minutes 12 seconds East, 112 feet to a point formed by the intersection of the said Southwesterly side of Dreer Street, with the Northwesterly side of the aforementioned Blair Street; thence extending along the said Northwesterly side of Blair Street, on a bearing South 39 degrees 4 minutes 35 seconds West, 200 feet to the Northeasterly side of the aforementioned Norris Street, the first mentioned point and place of beginning.

TOGETHER with the free and common use, right, liberty and privilege of the aforementioned 3 feet wide alley as and for a passageway and watercourse in common with the owners, tenants and occupiers of the other lots of ground bounding thereon and entitled to the use thereof at all times hereafter, forever.

SUBJECT, however, to the proportionate part of the expense of keeping said 3 feet wide alley in good order, condition and repair.

BEING Nos. 2157-2185 East Norris Street.

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EXHIBIT "B"

Easements, covenants, conditions, restrictions and agreements recorded against the Property.

1. Operations and Maintenance Agreement for stormwater management system, in favor of the Philadelphia Water Department, to be recorded.

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EXHIBIT "C"

Blair Garden, a Planned Community

Lot/Unit	Address	Percentage Interest
1		5.55%
2		5.55
3		5.55
4		5.55
5		5.55
6		5.55
7		5.55
8		5.55
9		5.55
10		5.55
11		5.55
12		5.55
13		5.55
14		5.55
15		5.55
16		5.55
17		5.55
18		5.55

EXHIBIT "D"

The attached Plats and Plans are recorded as Exhibit "D" to this Declaration

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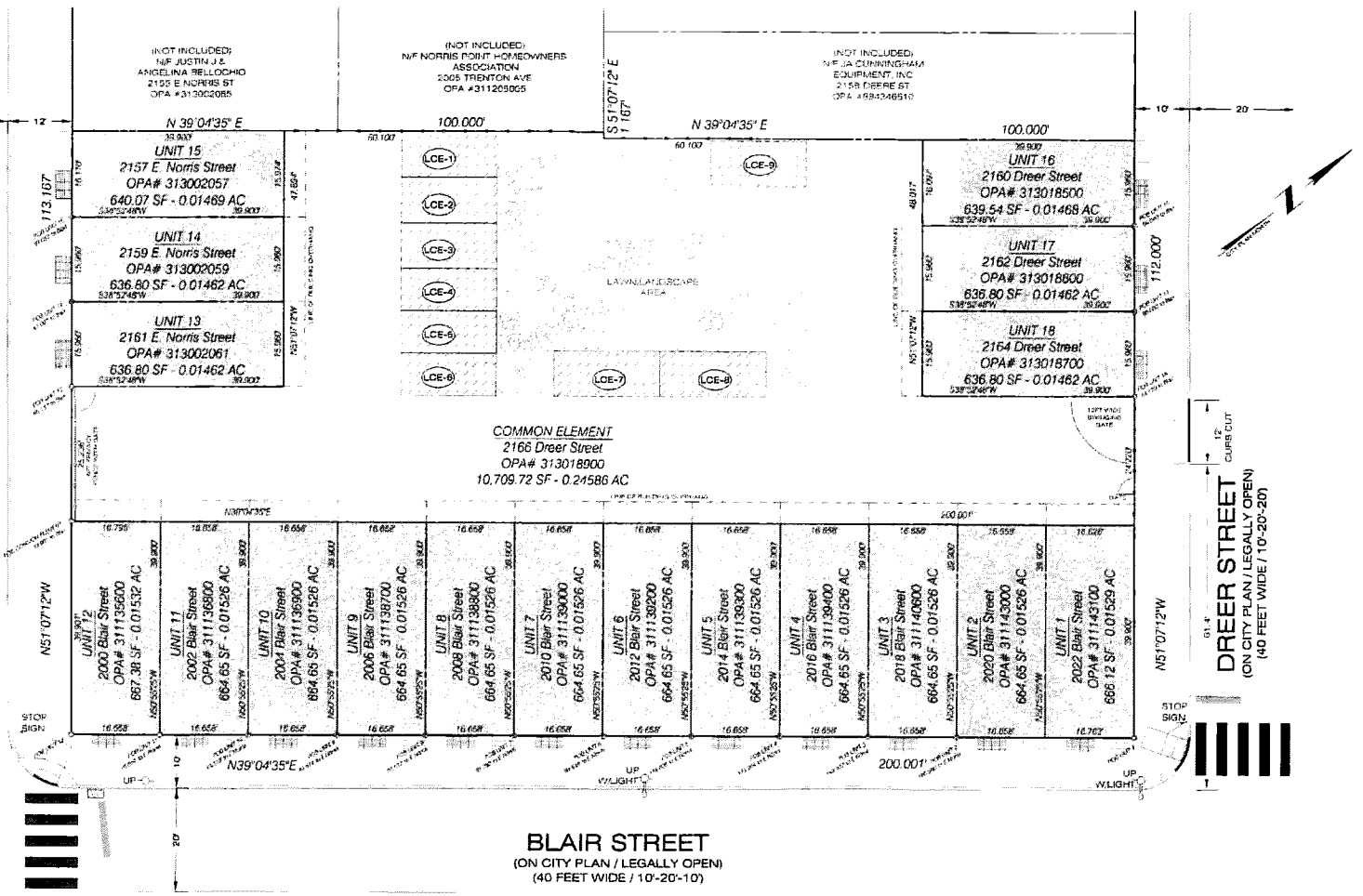

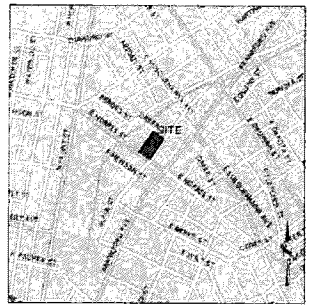

LOCATION MAP SCALE 1"=500'

FEATURES

- BUILDING COVERAGE AT GROUND FLOOR
- UPPER LEVEL BUILDING OVERHANG OPEN AT GROUND FLOOR
- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT DIMENSIONS (DETRIMENT STANDARD)
- UNIT LINES

NOTES

1. Boundary and location information is based on a field survey performed by Ruggiero Plante Land Design on August 24, 2017.
2. FEMA FIRM map #42375701024 map revised November 15, 2016 designates the site as Zone X, areas outside the 500 yr. floodplain.
3. A section is called to the zoning requirements in the City of Philadelphia Code as amended. The property is identified as within the Industrial Commercial Mixed-Use (ICMX) Zoning District.
4. The total property area is 29,518.5 square feet in Philadelphia District Standard measure.
5. The property contains 18 units with a townhome on each, as well as as common and limited common elements.
6. All pavement, curb, landscaping, utility lines & stormwater management facilities shall be owned and maintained by the Planned Community Association.
7. Each unit shown on this plan shall consist of the land underneath it together with any improvements erected or installed thereon, as described in Section 3.1 of the Declaration of Blair Garden, a Planned Community.

Exhibit D
to the Declaration of

BLAIR GARDEN
a Planned Community

2157-85 E. NORRIS STREET
Philadelphia, PA 19125
31ST WARD - OPA #884713800

prepared for:
2157 East Norris Street LP
1081 DeKalb Pike
Blue Bell, PA 19422 ph: (610) 278-2900

Ruggiero Plante Land Design
4220 Main Street Philadelphia, PA 19127
phone 215.508.3970 fax 215.508.3980 www.ruggieroplante.com

Plan Date: December 19, 2017

Scale: 1" = 10'

10' 5' 0 10'

PLANNED COMMUNITY
DECLARATION PLAT

The undersigned, a Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certifies that this plan contains all of the site information required by Title 68 PA. C.S. Section 5213 of the Pennsylvania Uniform Planned Community Act.

JAMES F. HENRY, PLS
PA Registered Professional Land Surveyor No. SU056807

EXHIBIT "E"

Common Element Description

ALL THAT CERTAIN Area in the Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the Declaration of the **Blair Garden, a Planned Community**, and as depicted on the Declaration Plat recorded as Exhibit "D" thereto.

BEING the Common Elements, as shown on the "Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on December 19, 2017, bounded and described as follows:

BEGINNING at a point, a corner of Unit 12 on the northeasterly line of East Norris Street (50' wide, legally open) at a distance of 39.901feet northwestward from the northwesterly line of Blair Street (40' wide, legally open); thence

1. Extending North 51°07'12" West along the northeasterly line of said East Norris Street, a distance of 25.236 feet to a point, a corner of Unit 13; thence

2. Leaving the northeasterly line of said East Norris Street and extending North 38°52'48" East along the line of Unit 13,a distance of 39.900 feet to a point; thence

3. Extending North 51°07'12" West along the line of Units 13 through 15, a distance of 47.894 feet to a point; thence

4. Extending North 39°04'35" East, a distance of 60.100 feet to a point; thence

5. Extending South 51°07'12" East, a distance of 1.167 feet to a point; thence

6. Extending North 39°04'35" East ,a distance of 60.100 feet to a point, a corner of Unit 16; thence

7. Extending South 51°07'12" East along the line of Units 16 through 18,a distance of 48.017 feet to a point; thence

8. Extending North 38°52'48" East along the line of Unit 18, a distance of 39.900 feet to a point on the aforementioned southwesterly line of said Dreer Street; thence

9. Extending, South 51°07'12" East along the southwesterly line of said Dreer Street, a distance of 24.220 feet to a point, a corner of Unit 1;thence

10. Extending South 39°04'35" West, along the line of Units 1through 12, a distance of 200.001 feet to the first mentioned point and place of BEGINNING.

Containing 10,709.72 square feet of land (0.24586 acres).

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Blair Garden, a Planned Community

PUBLIC OFFERING STATEMENT

EVERY PROSPECTIVE PURCHASER SHOULD READ THIS BOOKLET CAREFULLY

NAME OF PLANNED COMMUNITY:	Blair Garden, a Planned Community
ADDRESS OF PLANNED COMMUNITY:	2157 E. Norris Street City of Philadelphia, Pennsylvania
NAME AND ADDRESS OF DECLARANT:	2157 E. Norris Street LP 1061 DeKalb Pike, Suite 102 Blue Bell, PA 19422
EFFECTIVE DATE OF THIS BOOKLET:	September 13, 2018

This Public Offering Statement is being presented to you in an attempt by the Declarant to disclose and summarize information pertinent to your consideration of a purchase of a Unit at Blair Garden, a Planned Community. Since it is abbreviated, prospective purchasers should also refer to the complete documents for complete information.

Within 7 days after receipt of a public offering statement or an amendment to the public offering statement that materially and adversely affects the rights or obligations of the purchaser, the purchaser, before conveyance, may cancel any contract for purchase of a Unit from Declarant.

If Declarant fails to provide a public offering statement or any amendment thereto to a Purchaser before conveying a Unit, Purchaser may recover from Declarant damages as provided in Section 5406 (c) of the Pennsylvania Uniform Planned Community Act.

If a public offering statement is received by the Purchaser more than 7 days before signing a contract, or if more than 7 days have passed since receiving the public offering statement or material amendment thereto, Purchaser cannot cancel the contract. Every prospective Purchaser should read this booklet carefully.

Format. The following documents are part of this Public Offering Statement:

1. The Declaration of Blair Garden, a Planned Community (except Plats and Plans);
2. The Bylaws of Blair Garden Owners' Association;
3. The Proposed Annual Budget of Blair Garden Owners' Association; and
4. The Agreement of Sale.

The Declaration and Bylaws are herein referred to as the "Planned Community Documents." If there is any variation between this Public Offering Statement and the Planned

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Community Documents, the Planned Community Documents will govern. Where capitalized terms are discussed in this Public Offering Statement, they are either defined herein, or in the attached Planned Community Documents.

No person, sales agent or other representative of Declarant may orally modify the terms and conditions of the Planned Community Documents or interpret their legal effect. All capitalized terms are defined in this Public Offering Statement or in the Declaration, Bylaws or Act.

The Planned Community Concept. The term "Planned Community" refers to a form of property ownership where individuals purchase and own their home and lot (the "Unit") but an Association owns and controls common areas of the community, for the common good.

Common Elements are all portions of the Planned Community which are not included within the Units. Blair Garden, a Planned Community contains various Common Elements, including the driveway with vehicular access gate and system, two pedestrian gates; fence; lawn/landscaped area with rain garden, and any site lighting. Limited Common Elements are restricted to use by one or more, but less than all, Unit Owners and consist of driveway front lights, water and sewer laterals, roof decks, egress wells, and nine (9) parking spaces. Trash collection is provided to Unit Owners by the City of Philadelphia. The Declaration and its and Plats and Plans define common and limited common elements more fully.

All Unit Owners will have an equal share in the Association of Unit Owners and, at meetings, each Unit Owner gets one vote per Unit owned. There shall be no cumulative voting. The ownership of this percentage interest gives each Unit Owner the right, subject to the terms of the Pennsylvania Uniform Planned Community Act and of the Planned Community Documents, to use their home (Unit) and participate in the Association together with the other Unit Owners, and imposes upon each Unit Owner the obligation to pay a share of the expenses of operating and maintaining the Association, in percentages set forth in the Declaration.

The amount of the Common Expenses is determined in annual budgets and Assessments established by an Executive Board elected by the Unit Owners.

The Declarant. Blair Garden, a Planned Community has received approval for development by 2157 E. Norris Street LP, the Declarant. The General Partner is Stephen J. Frost.

Stephen has been in the Real Estate and Construction Industry for over 30 years. Stephen's father, John, owned a large General Construction / Construction Management company and was credited with building many of the major shopping malls in the Pennsylvania/Tri-State region, plus other east coast markets, and Texas. Stephen managed many large construction projects from shopping malls to retail stores that include Macy's, Sears, and JC Penney.

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Stephen also worked for Pepsico in securing properties for development of restaurants – predominately in the Manhattan and surrounding areas.

When the retail construction market slowed in the early 1990's, Stephen began residential development on large tracts in Delaware and Chester County PA. Stephen successfully developed over 150 homes on over 250 acres and handled all aspects of the design, approval, and construction process. Born and raised in Abington, PA, Stephen has a Bachelor's degree in Civil Engineering and MBA from Villanova University.

A Brief Description of Blair Garden, a Planned Community. The Community is located in the City of Philadelphia, Pennsylvania. When completed, there will be a total of eighteen (18) units, each containing a single-family attached home. Units and their dwellings must be complete, except exterior items delayed by weather, with Certificates of Occupancy issued prior to occupancy. Declarant's general contractor, Freedom Enterprise Inc. ("Builder"), will build the homes. Each dwelling has one garage parking space. Additional reserved Limited Common Element parking spaces will be available to Unit Owners through the Declarant and Association.

Public water and sanitary sewer services will be provided by the Philadelphia Water Department. Each Unit will have a meter to monitor usage. The cost of water and sewer service shall be billed directly to each Unit Owner. Each Unit shall have a fire suppression sprinkler system. Maintenance of the water and sewer laterals leading to each Unit from the main, as well as the fire suppression sprinkler system, will be the responsibility of each Unit Owner, unless such laterals are accepted for dedication.

The first Unit is scheduled for completion in the summer of 2019. Assuming average annual sales, the entire community will be completed and occupied within one year. However, such a schedule is merely an estimate and is subject to the pace of sales activity (which depends on the state of the economy, interest rates, availability of construction and permanent financing, etc.) and construction delays, any of which could alter the schedule.

Declarant has reserved the right to rent or sell more than one Unit to any lessee, purchaser, or investor. Declarant has also reserved the right to rent any Units which are not sold.

The driveway in the Planned Community is private, to be owned and maintained by the Planned Community Association

The Executive Board has the power to establish additional Common and Limited Common Elements. During the period of construction, the builder may restrict the use of all or portions of the driveway for sales, construction, management and other purposes until all proposed Units are occupied.

The Planned Community Documents. The Planned Community Documents are part of this Offering Statement. The Declaration is the formal, legal document which creates the Planned Community. It establishes and expresses the existence of the Planned Community,

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records the Plans showing all Units, defines certain terms, and allocates the percentages of interest in the Common Elements and Common Expenses and the votes at meetings of Unit Owners. For voting purposes, each Unit has been assigned one vote. The Declaration may be amended by a vote of 67% or more of the Unit Owners subject, in certain instances, to the concurrence of the holders of mortgages on the Units.

The Bylaws are the governing document, setting forth the method of management of the Planned Community Association. The Planned Community, including Common Elements, is to be managed by Blair Garden Owners' Association, a Pennsylvania Non-Profit Corporation, through an Executive Board.

The Declaration and Bylaws are complex documents, and are attached for your review. Some of the significant features of the Declaration and Bylaws are described below, but if there is any conflict between the description in this Public Offering Statement and the Planned Community Documents, the Planned Community Documents control.

Units may be used for residential purposes and such accessory uses as may be permitted by the Philadelphia Zoning Ordinance. The Planned Community Documents do not contain any limitation on the sale or transfer of Units. Units may be leased, but no lease may be for less than an entire Unit. Unit Owners are required to notify the Executive Board prior to any sale or lease of Units, and to pay certification or registration fees for sales or leases.

Construction on smaller in-fill sites in the City sometimes requires corrections to plats, legal descriptions and common element deeds after the conveyance of one or more deeds in the Planned Community. These corrections may be caused by field calculations, requirements of the City or the utilities providing services to the community, or by minor encroachments by neighboring properties. Buyer agrees, notwithstanding any provision of the Declaration or Uniform Planned Community Act to the contrary, that Declarant has the right and obligation to record an amended Declaration and Declaration Plat showing actual field conditions, if corrections are necessary. Every Unit Owner agrees to cooperate with Declarant in any way necessary to make these required changes and will not object to Declarant's efforts to do so.

Under the Bylaws, the Executive Board may promulgate Rules and Regulations governing the use of the Planned Community. Copies of the Rules and Regulations must be delivered to the Unit Owners. If at the date of delivery of this Public Offering Statement Rules and Regulations have been enacted, they will be attached hereto. Such Rules and Regulations may govern, among other things, use restrictions on Controlled Facilities. No Rules and Regulations may be adopted while Declarant owns any Units, without Declarant's approval.

Unit Owners may place any type of mortgage on their Units.

A Unit Owner is solely responsible for the care and maintenance of his Unit. The Association is comprised of all Unit Owners. The daily affairs of the Association will be

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managed by the Executive Board, which will consist of three (3) persons, elected by the Unit Owners. Votes of Unit Owners will be allocated equally with one vote for each Unit owned.

The Executive Board's responsibilities include approving capital expenditures, establishing the annual budget and Unit Assessments necessary to operate under such budget. Seventy-five percent (75%) of all Unit Owners may, within 30 days after adoption, reject any budget or capital expenditure approved by the Board.

Common Expenses shall be paid by all Unit Owners. Each Unit will pay an equal Common Expense Assessment, but Limited Common Expenses may vary. Assessments for Common Expenses are payable periodically. If the amount assessed and collected by the Executive Board during any year is not sufficient to cover the actual Common Expenses of the Planned Community, the Executive Board may make additional Assessments for the fiscal year. Any Assessment which a Unit Owner does not pay, when due, becomes a lien against such Unit Owner's Unit enforceable under the Documents and the Act. Additional fees, fines and penalties may accrue. If the Executive Board wishes to make capital expenditures expected to exceed $30,000.00, they must have prior approval by the Unit Owners.

The Executive Board elects its own officers and need not employ a professional management agent for the Planned Community.

Association Budget. If the Association has a balance sheet, it is attached. A Projected Budget for the Association for the year January 1, 2019 to December 31, 2019 is attached. The budget includes a capital reserve for replacements of Common Elements. The budget provides no other reserves. The budget also sets forth the projected Common Expense Assessments for each Unit. Assessments for a Unit begin when the Unit is first occupied. Initial property management services will be provided by Declarant during the construction phase. Declarant will pay Common Expense Assessments for each Unit owned by Declarant which is unsold beginning on the day of the first settlement of a Unit in that building. The budget reflects expenses paid or provided by Declarant which may later constitute Common Expenses. A working capital contribution of two (2) months' association fees shall be paid at settlement by each Purchaser of a Unit.

Liens and Encumbrances. The Planned Community may be subject to construction and land acquisition mortgages. Such loans, if any, will be released at settlement for each Unit. The Planned Community is subject to an Operations and Maintenance Agreement with the Philadelphia Water Department for the perpetual maintenance and operation of the underground stormwater system.

The Planned Community is subject to the requirements of the Philadelphia Water Department for stormwater management. The Planned Community is subject to an easement for construction and sales activities in favor of Declarant and to easements for access and utility services, as set forth in the Declaration. There are standard easements and public service

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agreements, as disclosed on a title search. There are no other liens and encumbrances affecting the Planned Community as of the date of this Public Offering Statement.

Description of Financing. Declarant does not offer mortgages for Unit purchasers, but may provide a list of preferred lenders who make the unique type of loans required to purchase a Unit in this community.

Completion of Improvements. Declarant has not provided any financial arrangement regarding completion of improvements; however, a Unit may not be conveyed or occupied until all improvements relating to that Unit's building are substantially completed. All site improvements will be completed by Declarant.

Warranties - Declarant's Limited Warranty. In the Agreement of Sale, Declarant agrees to have the General Contractor, Freedom Enterprise Inc., provide a one-year Builder's Limited Warranty administered by General Contractor (the "Builder's Limited Warranty.") The Builder's Limited Warranty shall warrant the structural elements for two (2) years, per the Act §5411 – Warranty Against Structural Defects, and the Purchaser shall agree that Declarant's sole responsibility shall be to comply with such Builder's Limited Warranty.

THE PURCHASER SHALL ACCEPT ALL LIMITATIONS OF LIABILITY AS SET FORTH IN THE BUILDER'S LIMITED WARRANTY. ALSO, THE PURCHASER SHALL AGREE TO SEEK BINDING ARBITRATION AS PURCHASER'S SOLE REMEDY FOR CONSTRUCTION-RELATED DISPUTES WITH DECLARANT.

Except as otherwise provided in said Builder's Limited Warranty or in the Act, the Purchaser shall agree that Declarant shall be released and discharged from all liability for injury, loss or damage, resulting from any cause whatsoever, including but not limited to negligence, latent or undiscovered defects, or any other causes not specifically recited therein.

In the Purchase Agreement, the Purchaser shall agree Builder shall be responsible to install industry-acceptable materials in a good and workmanlike manner, but shall not be responsible for naturally-occurring conditions, materials, elements, substances or occurrences, including but not limited to radon gas, latex paint, formaldehyde, molds, dampness or water accumulation in the Unit which may promote the formation of mold, synthetic carpet fibers, allergens, or any other natural phenomena, whether known or unknown.

The Purchaser shall agree that the Builder's Limited Warranty is provided by the General Contractor in lieu of all other warranties, oral agreements, or representations.

As required by Section 5411 of the Act, Declarant shall warrant against structural defects in each of the Units and all of the Common Elements. For the purpose of this paragraph, "structural defects" means those defects in components constituting any Unit or Common Element which require repair, renovation, alteration or replacement and either (A) reduce the

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stability or safety of the structure below acceptable standards, or (B) restrict the normal intended use of all or any part of the structure. This structural warranty shall not be construed to make Declarant responsible for any items of maintenance relating to the Unit or Common Elements. The structural warranty will expire as follows:

(i) as to Units, the Warranty begins on the date the Unit is conveyed to the Purchaser and continues for two years thereafter; and

(ii) as to each Common Element Declarant warrants, the Warranty begins on the date of completion of such Common Element and continues for a period of two (2) year thereafter.

EXCEPT AS SET FORTH IN THE AGREEMENT OF SALE, THERE SHALL BE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED. THIS SHALL ACT AS AN EXPRESS WAIVER OF ANY AND ALL WARRANTIES OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY PROVISIONS AND LIMITATIONS IN THE AGREEMENT OF SALE SHALL SURVIVE SETTLEMENT.

Judgments. There are no judgments against the Association, nor are there lawsuits pending against the Planned Community, of which the Declarant has knowledge.

Deposits. Any deposits made to purchase a Unit shall be held in an escrow account at a Federally-insured institution, in accordance with the provisions of Section 5408 of the Act, and will be returned if purchaser cancels the contract in accordance with Section 5406.

Restraints on Alienation. There are no restraints on alienation of any portion of the Planned Community; however, a Unit may be leased only in accordance with the Declaration.

Insurance Coverage. The Bylaws require that the Executive Board and the Association obtain and maintain insurance coverage for the Planned Community. The Association will obtain and maintain the following minimum coverages, as necessary and if available:

(1) Comprehensive commercial liability insurance insuring Unit Owners (in their capacity as Unit Owners), members of the Executive Board and the management agent against liability to the public or to the Unit Owners, their tenants, invitees, or guests, with general aggregate limits of liability of at least $1,000,000. **EACH UNIT OWNER MUST MAINTAIN PERSONAL LIABILITY INSURANCE.**

(2) Fidelity coverage against dishonest acts by Executive Board members, officers, agents, employees and volunteers who handle Association funds, such coverage to equal 150% of the Association's annual budget.

(3) Directors' and Officers' Liability Insurance with a $1,000,000 limit for each loss and for each year, with no deductible.

(4) Workers' compensation insurance, if required by law.

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UNIT OWNERS MUST OBTAIN AND MAINTAIN THEIR OWN INSURANCE.

The Association does not insure Units or Unit Owner liability. Unit Owners should cover any master policy deductible in their own insurance.

Fees and Charges. There are no known fees or charges, other than disclosed in the documents and budget.

Unusual Circumstances. To the best of the knowledge and information of Declarant, there are no unusual circumstances affecting the Planned Community or the Units. However, as in any urban setting, there are highways, roads, train tracks, commuter transportation, businesses, neighboring properties, schools, waterways and many other features which may affect an owner's way of life. The Declarant urges every potential buyer to explore the neighborhood for its amenities and for any concerns the purchaser may have, prior to signing a purchase contract.

Reserves. The Budget includes a reserve for replacement of Common Elements.

Government Approvals and Permits.

A. Water Agreement with Phila Water Department dated May 31, 2017.

B. Gas service agreement with PGW dated October 25, 2017.

C. A Certificate of Occupancy for each Unit shall be issued by the City of Philadelphia.

Outstanding Violations. Declarant does not know of outstanding and uncured notices of violations of government requirements.

Environmental Conditions. The Vertex Companies, Inc. of Weymouth, MA performed a Phase I Environmental Site Assessment of the property and issued a report dated March 17, 2017. The report found that there was historic industrial use of the property, along with a 2,000 gallon underground storage tank. To obtain additional information about the environmental status of the property, Vertex recommended a Phase II Limited Subsurface Investigation.

Therefore, The Vertex Companies, Inc. performed a Phase II Limited Subsurface Investigation of the property and issued a report dated April 23, 2017. The report concluded as follows:

"Results of the geophysical survey confirmed the presence of one UST and identified the potential presence of a second UST. It is VERTEX's understanding that the property owner has retained the services of a PADEP licensed tank removal company to remove the UST(s) present on the site.

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"Appropriate tank closure documentation and confirmatory soil samples will be required to address potential concerns associated with the known and addition potential UST. Delivery lines, dispenser equipment, and remote fills will need to be removed in accordance with applicable local, state, and federal regulations. At this time, closure documentation reports have not been provided to VERTEX.

"Results of the soil samples submitted for laboratory analyses did not reveal detections of VOCs, SVOCs, or heavy metals at concentrations exceeding the PADEP Residential Used Aquifer Medium Specific Concentrations or the PADEP Clean Fill Concentration Limits. It should be noted however, if soils are to be exported as part of future redevelopment of the site, additional sampling will be required to demonstrate that the soils meet the requirements outlined in the Management of Fill Policy. The number and type of soil samples would be based on the volume of soil to be exported.

"Based on the results of the Phase II LSI, no further action to access potential impacts from former site operations is recommended at this time."

Copies of the report may be viewed at Declarant's office. Purchaser may obtain environmental information from:

The Pennsylvania Department of Environmental Protection District Office
55 North Lane
Conshohocken, PA 19428
(610) 832-6000; or

United States Environmental Protection Agency Region 3
1650 Arch St,
Philadelphia, PA 19103
(215) 814-5122

Structural Components, etc. All structural components and major utility installations in the Planned Community will be new when installed. The useful life and estimated cost of replacing such items for each Unit may be obtained from the sales representative, upon request.

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BLAIR GARDEN
Budget for HOA
10/30/2018 - Revision 4

Assume 18 Units @ equal share

Item	Cost Per Year	Cost Per Month	Cost Per Unit Per Month
Insurance	$1,614.00	$134.50	$7.47
Gate Maintanence	$450.00	$37.50	$2.08
Gate Electric consumption	$120.00	$10.00	$0.56
Storm Water Management fee	$300.00	$25.00	$1.39
Rain Garden Maintenance/PWD reporting	$1,500.00	$125.00	$6.94
Misc Raingarden Maintenance	$500.00	$41.67	$2.31
Snow Removal			
assume 5 trips at $300/trip - snow	$1,500.00	$125.00	$6.94
assume 5 trips at $150/trip - salt only	$750.00	$62.50	$3.47
Accounting/Management assume $150/month	$1,800.00	$150.00	$8.33
Capital Reserve			
Driveway - resurfacing assume 30 year life, $30,000 cost	$1,000.00	$83.33	$4.63
Gate replacement - assume 20 yrs assume $20,000	$1,000.00	$83.33	$4.63
Deck Replacement - assume 30 yr life assume $10,000 (deck and rails)	$333.33	$27.78	$1.54
Misc Maintenance - Fence/Deck/Etc.	$1,000.00	$83.33	$4.63
Grand Totals	**$11,867.33**	**$988.94**	**$54.94**

“BLAIR GARDEN”

HOME CARE AND SERVICE GUIDE & STANDARDS OF PERFORMANCE

ACKNOWLEDGEMENT

The below listed purchasers, hereinafter called Homebuyers, acknowledges the receipt of the “HOME CARE AND SERVICE GUIDE” and the “STANDARDS OF PERFORMANCE.” It provides you with an understanding of our obligations under the accompanying HOME BUILDERS 1 YEAR LIMITED WARRANTY (the “LIMITED WARRANTY”).

_____ _____

Signature Date

_____

Signature

UNIT # _____

BLAIR GARDEN EMERGENCY TELEPHONE NUMBERS

&

BLAIR GARDEN WARRANTY & SERVICE INFORMATION

The Homeowners Guide provided to you to assist you in care of your home. Please take the time to read these so you fully understand Freedom Enterprise, responsibility to you as well as your responsibility in maintaining your new home.

In the event an emergency arises, such as a severe plumbing leak or no heat, you should directly contact the appropriate contractor noted below:

Plumbing

Heating

Electric

Alarm System

Appliances

Philadelphia Gas Company

Philadelphia Water & Sewer Authority

Philadelphia Police Department

Philadelphia Fire Department

****Freedom Enterprise. Construction Office will not accept any telephone warranty calls except in the event of an EMERGENCY (other than those listed above). For your protection and for the most efficient and courteous service, please **submit all requests for warranty service in writing in the provided form**. Additional copies of the request form will be provided to you at settlement as well as through your construction office.

We are sure your new home will give you many years of comfortable living and we hope you will recommend our homes to your family and friends.

FREEDOM ENTERPRISE INC.
NEW HOMEOWNER INFORMATION

Please fill out all information to keep our records accurate!

COMMUNITY NAME ***BLAIR GARDEN***

HOMEOWNER NAME _____

LOT # _____

NEW PHONE LISTINGS

CURRENT HOME # _____

NEW HOME # _____

WORK # _____

WORK # _____

CELL # _____

CELL # _____

SETTLEMENT DATE _____

FREEDOM ENTERPRISE, INC.

PRE-SETTLEMENT ORIENTATION CHECKLIST

Buyers _____
House No._____ Lot No._____
Street_____**BLAIR GARDEN**_____
Community_____
Sellers Representative 1st Walk _____ 2nd Walk _____
Construction Manager_____
Project Manager's Review_____ Date_____

This Pre-settlement Orientation Checklist will document any and all defects, omissions and adjustments that Seller will correct. Please Initial next to every item that is accepted and, if not accepted, place a circle in the initial space and note the deficiencies next to that item in the Description column. If an item does not specifically apply to your home, please mark "N/A" in the initial column. Only items noted on first inspection will be completed prior to your settlement.

	Date: Start Time: Completion Time:	Date: Start Time: Completion Time:	Buyer Initial or Circle
	DESCRIPTION		
1. Master Bath			
A. Windows, glass & screens			
B. Entrance door, knob, bumper, etc.			
C. Closet and shelving			
D. Trim			
E. Walls and ceilings			
F. Ceramic Tile			
G. Plumbing Fixtures			
H. Electrical (fixtures, outlets, etc.)			
I. Accessories (towel bar, soap dish, etc.)			
J. Mirror & medicine Cabinet			
K. Shower doors			
L. Vanity/top			
M. HVAC register			
2. Dressing Area/Walk In Closet			
A. Trim			
B. Walls and ceiling			
C. Electrical (fixtures, outlets, etc.)			
D. Mirror			
E. Vanity/top/sink			
F. HVAC register			
G. Floor Covering			
3. Master Bedroom & Den			
A. Windows, glass & screens			
B. Entrance door, knob, bumper, etc.			
C. Closet and shelving			
D. Trim			
E. Walls and ceilings			
F. Electrical (fixtures, outlets, etc.)			
G. HVAC Register			
H. Fireplace/Hearth			
I. Floor covering			

Note:

Items such as minor defects, scratches, and chips are considered commercially acceptable and only major cosmetic defects should be noted on the list.
Copy to be provided to buyer after first and second walk.

FREEDOM ENTERPRISE, INC.

PRE-SETTLEMENT ORIENTATION CHECKLIST

4. Bedroom - Loc. _____		
A. Windows, glass & screens		
B. Entrance door, knob, bumper, etc.		
C. Closet and shelving		
D. Trim		
E. Walls and ceilings		
F. Electrical (fixtures, outlets, etc.)		
G. HVAC Register		
H. Fireplace/Hearth		
5. Bedroom - Loc. _____		
A. Windows, glass & screens		
B. Entrance door, knob, bumper, etc.		
C. Closet and shelving		
D. Trim		
E. Walls and ceilings		
F. Electrical (fixtures, outlets, etc.)		
G. HVAC Register		
H. Fireplace/Hearth		
6. Bedroom - Loc. _____		
A. Windows, glass & screens		
B. Entrance door, knob, bumper, etc.		
C. Closet and shelving		
D. Trim		
E. Walls and ceilings		
F. Electrical (fixtures, outlets, etc.)		
G. HVAC Register		
H. Fireplace/Hearth		
7. Hall Bath		
A. Windows, glass & screens		
B. Entrance door, knob, bumper, etc.		
C. Closet and shelving		
D. Trim		
E. Walls and ceilings		
F. Ceramic Tile		
G. Plumbing Fixtures		
H. Electrical (fixtures, outlets, etc.)		
I. Accessories (towel bar, soap dish, etc.)		
J. Mirror & medicine Cabinet		
K. Shower rod		
L. Vanity/top		
M. HVAC register		
8. Upper Hall/ Foyer		
A. Windows, glass & screens		
B. Linen closet/shelves		
C. Trim		

Note:

Items such as minor defects, scratches, and chips are considered commercially acceptable and only major cosmetic defects should be noted on the list.

Copy to be provided to buyer after first and second walk.

FREEDOM ENTERPRISE, INC.

PRE-SETTLEMENT ORIENTATION CHECKLIST

D. Walls and ceilings		
E. Electrical (fixtures, outlets, etc.)		
F. HVAC register		
G. Floor Covering		
9. Entrance Foyer		
A. Front door/sidelights		
B. Closet and shelving		
C. Trim		
D. Walls and ceilings		
E. Electrical (fixtures, outlets, etc.)		
F. HVAC register		
G. Floor Covering		
H. Stairs/railings		
10. Living Room		
A. Windows, glass & screens		
B. Trim		
C. Walls and ceilings		
D. Electrical (fixtures, outlets, etc.)		
E. HVAC register		
F. Fireplace/Hearth		
G. Floor Covering		
11. Dining Room		
A. Windows, glass & screens		
B. Trim		
C. Walls and ceilings		
D. Electrical (fixtures, outlets, etc.)		
E. Thermostat and operation		
F. HVAC register		
G. Fireplace/Hearth		
H. Floor Covering		
12. Library/Study		
A. Windows, glass & screens		
B. Trim		
C. Walls and ceilings		
D. Electrical (fixtures, outlets, etc.)		
E. HVAC register		
F. Floor covering		
H. Doors, knobs, bumbers, etc.		
13. Family Room		
A. Windows, glass & screens		
B. Doors, knobs, bumpers, etc.		
C. Trim		
D. Walls and ceilings		
E. Electrical (fixtures, outlets, etc.)		
F. HVAC register		
G. Floor Covering		

Note:

Items such as minor defects, scratches, and chips are considered commercially acceptable and only major cosmetic defects should be noted on the list.

Copy to be provided to buyer after first and second walk.

FREEDOM ENTERPRISE, INC.

PRE-SETTLEMENT ORIENTATION CHECKLIST

H. Fireplace/Hearth		
I. Closet and shelving		
14. Laundry Room		
A. Windows, glass & screens		
B. Doors, knobs, bumpers, etc.		
C. Closet and shelving		
D. Trim		
E. Walls and ceilings		
F. Electrical (fixtures, outlets, etc.)		
G. HVAC Register		
H. Floor Covering		
I. Cabinets		
J. Dryer vent		
K. Laundry tub		
L. Washer/Dryer hookups		
15. Powder Room		
A. Windows, glass & screens		
B. Entrance door, knob, bumper, etc.		
C. Trim		
D. Walls and ceilings		
E. Floor covering		
F. Plumbing Fixtures		
G. Electrical (fixtures, outlets, etc.)		
H. Accessories		
I. Mirror		
J. Vanity, Top		
K. HVAC register		
16. Kitchen and Breakfast Room		
A. Windows, glass & screens		
B. Doors, knobs, bumpers, etc.		
C. Trim		
D. Walls and ceilings		
E. Electrical (fixtures, outlets, etc.)		
F. HVAC register		
G. Floor Covering/ vinyl		
H. Cabinets and hardware		
I. Countertops		
J. Sinks		
K. Fireplace/ Hearth (if applicable)		
L. Dishwasher		
M. Range and Hood/Ovens		
N. Cooktop/Grill		
O. Garbage disposal		
P. Pantry closet/shelving		
17. Basements		
A. Windows, glass & screens		

Note:

Items such as minor defects, scratches, and chips are considered commercially acceptable and only major cosmetic defects should be noted on the list.

Copy to be provided to buyer after first and second walk.

FREEDOM ENTERPRISE, INC.

PRE-SETTLEMENT ORIENTATION CHECKLIST

B. Insulation at band joist		
C. Air handler/furnace operating and filter location		
D. Hot water heater operating and temperature adjustment		
E. No holes to exterior		
F. Floor Broom Swept		
G. Steps and rail complete		
H. Electrical (fixtures, outlets, etc.)		
I. Electrical service panel (breaker identification)		
J. Sump pump crock cleaned		
18. Garage		
A. Windows, glass & screens		
B. Garage doors, locks, etc.		
C. Electrical (fixtures, outlets, etc.)		
D. Walls and ceilings		
19. Exterior (non seasonal)		
A. Brick or stone front		
B. Siding or stucco		
C. Fascia, soffit, rakes		
D. Gutters and downspout		
E. Shutters		
F. Roofing		
G. Chimney/flashing		
H. Trim		
I. Electrical (fixtures, door bell, outlets)		
J. Hose bibs		
K. A/C compressor		
L. Splash Blocks		
M. Rear wood steps to grade		
N. Weatherstripping & Insulation (attic access panel)		
O. Wood Deck		
20. Exterior (Seasonal)		
NOTE: The following items may not be complete for settlements between December 15 and April 1 in cold weather areas		
A. Front porch		
B. Private walks		
C. Rear concrete pads/steps		
D. Exterior finish painting		
E. Final blacktop driveway (after move in)		
F. Rake and seed lawn (after move in)		
21. Warranties and Manuals		
NOTE: Homeowner is responsible for registering all warranties for all appliances installed in home		
A. Dishwasher		
B. Range/Oven		
C. Cooktop/Grill		
D. Garbage Disposal		

Note:

Items such as minor defects, scratches, and chips are considered commercially acceptable and only major cosmetic defects should be noted on the list.

Copy to be provided to buyer after first and second walk.

FREEDOM ENTERPRISE, INC.

PRE-SETTLEMENT ORIENTATION CHECKLIST

E. Trash compactor		
F. Whirlpool Tub		
G. Aire handler/furnace		
H. A/C compressor		
I. Hot water heater		
K. HO Use and Care Book (Review Only)	Mailed to homeowner with pre-settlement package	
L. Emergency Contact List		
M. Warranty request form explained		
N. Other _____		
22. Demonstration and Operation		
NOTE: Sellers representative had demonstrated the operation of the following initialed items below.		
A. Dishwasher		
B. Range/Oven		
C. Cooktop/Grill		
D. Garbage Disposal		
E. Trash compactor		
F. Whirlpool Tub		
G. A/C compressor		
H. HVAC System balancing		
I. Fireplace damper control		
J. Access panels		
K. Smoke detectors		
L. Electrical panels		
M. Main water shutoff with tag		
N. Main gas shutoff at meter		
O. GFI circuit- trip/reset button		
P. Exterior hose bib shutoff(s) with tag		
Q. Location of sink/tub shutoff		
R. Exterioer door threshold adjustment		
23. Conditions of home **Home has been property cleaned**		

FIRST WALK

It is important that you, the Buyer, have taken the time to carefully review these checklist items so that every effort can be made to complete these items prior to settlement. You also understand that any items noted after settlement will be addressed in accordance with the performance standards set forth in the Home Care and Service Guide and the Warranty.

Buyers Signatures

_____ _____

DATE

_____

SECOND WALK
COMPLETION CERTIFICATION

Note:

Items such as minor defects, scratches, and chips are considered commercially acceptable and only major cosmetic defects should be noted on the list.

Copy to be provided to buyer after first and second walk.

PRE-SETTLEMENT ORIENTATION CHECKLIST

The Warranty program commits Freedom Enterprise Inc. to remedy certain defects in your home in the event one or more such defects become evident during your warranty period. Aside from this commitment under the Warranty program and the provisions of the purchase agreement, Seller is not aware of any oral or written promise or representation that may have been made to you by a representative of the seller to induce you to buy your home or concerning your home and the equipment in it. However, if any promises or representations other than those noted on the PreSettlement Orientation and Inspection form were made to you, please descibe them in the space below continuing on the rear of this page is additional space is required. If Note, write "none" below

To confirm your understanding of and agreement with the above matters, please initial and sign the acknowledgement below.

This is to acknowledge that:

(Buyer to Initial)

_____/_____ The home has been satisfactorily completed.

_____/_____ Home has been satisfactorily cleaned at time of walk-through.

_____/_____ Other than as container in the provisions of the warranty of the purchase agreement, no promise or representation was made by Freedom Enterprise Inc. representative except as noted above.

_____/_____ (I) (We) received the Freedom Enterprise Inc Home Care and Service Guide and a Freedom Enterprise Inc representative explained the warranty service policy.

Buyers Signatures

DATE

Note:

Items such as minor defects, scratches, and chips are considered commercially acceptable and only major cosmetic defects should be noted on the list.

Copy to be provided to buyer after first and second walk.

Freedom Enterprise, Inc.
1741 Valley Forge Road
P.O. Box 736
Worcester, PA 19490-0736

Warranty Procedures and Guidelines

Below is a description of the Freedom Enterprise Warranty Procedure and Guidelines:

1. Pre-settlement walk through 2 weeks prior to closing submit a punch list
Giving FEI 2 weeks to satisfy the buyer inspection and punch lists

2. 1 year after settlement submit a warranty request list
Giving FEI 30 days to complete

All warranty request will be made by filling out a warranty form and sending it to warranty@feigc.com . Warranty items that need to be addressed other than the timelines above will also be managed by using the warranty request form. Emergencies will be handled by contacting the mechanical trades directly, because this is an emergency (emergency being, heater is not working and it 3 degrees out, electrical fire, plumbing leak, gas smell, etc.) There is an emergency contact list provided in your home owner binder.

Buyer Initials _____ Date _____ Address_____

Buyer Initials _____Date_____ Address_____

FREEDOM ENTERPRISE, INC

HOME CARE GUIDE

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HOME CARE GUIDE

Section 1

SERVICE INFORMATION

Congratulations on the purchase of your new home. This guide has been prepared to help you understand our service procedures and your responsibilities, and to assist you in the enjoyment and protection of the substantial investment your home represents. Please read it carefully prior to the Pre-Settlement Orientation.

If your home is in a community with a Community Association or is part of a condominium, the Community Association or Condominium Association may be responsible for some or all the exterior maintenance of your home. In that case, some of the topics in the guide won't apply to you. Refer to the Association documents, or contact the Association management for details.

SERVICE POLICY

As with any newly constructed product using natural materials, your home may need adjustments in accordance with your limited warranty coverage. Following these procedures will expedite service and increase your satisfaction and help lessen the possibility of errors or misunderstandings.

CUSTOMER CARE PROGRAM

Our Unique Two-Step Pre-Settlement Orientation. The purpose of the orientation is to familiarize you with the operation and maintenance of your home. A Pre-Settlement Checklist will be completed by you and a representative from FEI confirming that your home is complete.

(1)-Year Warranty Requests for Warranty Service – email your Warranty Request Form to warranty@feigc.com

Emergency Service. If there is an actual emergency, you should phone the appropriate contractor noted on the emergency contact list provided to you during your Pre-Settlement Orientation. If the emergency is due to a warrantable condition, notify your community's warranty department as soon as practical.

Putting your requests in writing ensures that there will be accurate documentation. We cannot accept oral requests for non-emergency warranty service. We thank you for your cooperation.

Section 2

WINDOWS

On the exterior of certain sliding windows or sliding doors, you will find "weep holes" provided at the base. These should be kept free of any obstruction to allow moisture to escape. During cold weather, you may notice a movement of air in the vicinity of the windows or doors. This is caused by the difference in temperature between the cold outdoors and the heat in your home. When the warm air inside is chilled on the glass surface, the air mass near the windows is set in a motion. This air feels cooler, like air pushed by an electric fan, but it is not actually cold air coming into the home.

You may experience condensation on your windows because of the following:

1. Our construction techniques greatly reduce air infiltration, therefore normal household moisture does not escape through cracks around the windows, doors and walls.

2. If you have electric heat, there is no heater flue for moisture to escape.

3. If you have a humidifier, its setting may be too high.

4. Cooking vapors, showers, dishwashers, laundry appliances and house plants add a great deal of moisture to the air.

5. As new homes dry out, the building materials give up moisture to the air in your home during the first few months.

If you are experiencing sticking windows, apply a small amount of silicone lubricant to the tracks to ease operation.

EXTERIOR DOORS

All exterior doors are affected by the elements. At times, especially after heavy rains, they may not open or close as smoothly as at other times. This is because wood frames absorb moisture and swell. The doors will adjust themselves during a normal drying-out process (also refer to the section on "Shrinkage").

Your sliding door or patio door may come with a sliding screen door. If the screen door sticks or comes off the track when you use it, make sure the track is clear. You may also need to adjust the rollers on the top and bottom and to apply a silicone lubricant to the track.

The frequency of repainting or re-staining is determined by the degree to which the doors are exposed to the elements. Weather-stripping is provided between the door and the frame to help keep the cold air out and the heat in. Do not paint weather-stripping or remove any small felt pads which are attached to doors or door jambs.

Stainable doors if applicable – A high-quality, exterior-grade, UV stabilized, clear polyurethane, protective top coat must be renewed according to the door manufacturer's recommendations. See your door's warranty literature for details.

Section 3

GARAGE DOORS

The garage doors should be lubricated several times a year. Lubricate all pulleys and rollers.

If the doors are prefinished, routine cleaning is all you'll need to do to maintain their appearance. If they are painted metal or wood, they will need periodic refinishing or painting.

Adjustments are provided for the rollers to permit a tighter fit of the door against the frame. There is also an adjustment on the lock bar guide if locking the door becomes difficult.

Improperly installed garage door openers can damage your garage door system. Openers improperly installed by you may void your warranty on your garage door system. We will not adjust garage doors once openers have been installed by you. If you have installed an opener and problems have developed with the door, disconnect the opener to see if the door operates properly without the opener.

ROOF

Following these common-sense precautions will help your roof last for years.

1. Keep the gutters and downspouts clean and unobstructed by tree limbs, leaves, balls, trash, etc. Clogged gutters can lead to leaks caused by ice damming which is not warrantable.

2. Do not permit any installation that punctures the roof, and make sure that anyone walking on the roof takes care not to damage tiles, shingles, flashing, membrane or fiberglass.

3. Have a professional check the roof periodically for damage.

Section 4

CONCRETE WALLS AND FLOORS

Concrete walls and floors expand with summer heat and contract with winter cold. Expansion and contraction, and natural shrinkage as concrete cures, occasionally cause small cracks to appear. They do not affect the strength of the concrete. No matter how thick the walls, no matter how solid the ground on which the house is built, these cracks will occur. **Cracks which are larger than the limited Warranty specifications** should be reported to us in accordance with the warranty procedures.

Please be careful with the landscaping around your home. The ground near your foundation tends to settle after construction. If you do not maintain a sloping or positive grading slope away from your home, or if downspouts and splash blocks do not direct water away from the foundation, water may drain toward the foundation resulting in a wet basement. Landscaping mulch may hide the ground settlement around your home.

MASONRY (IF APPLICABLE)

You may notice what appears to be a series of mortar less joints toward the bottom of the brickwork and above doors and windows. These weep holes allow any moisture that penetrates the brick to pass outside. Do not point or fill these holes or bury them with landscaping mulch.

Brick is porous and absorbs water. If you have chosen a particularly porous brick or if your brick faces the prevailing winds, you can have a contractor apply a silicone sealer to reduce water penetration. Cracks can develop in the mortar which is normal due to shrinkage.

Efflorescence is a white, powdery substance which sometimes appears on the surface of brick, masonry and roof tiles. It is caused by minerals leaching from the masonry due to the absorption and evaporation of moisture. It is not a defect in the brick or masonry. Because it is a natural attribute of masonry products, it is not a warrantable condition.

STUCCO

Minor cracks are typical in stucco wall surfaces. You can minimize them by coating stucco with an approved stucco sealant or paint.

WALKS, DRIVEWAYS, STEPS

Due to the nature of concrete and asphalt, it is impossible to prevent surface cracking. Protect concrete and asphalt by keeping them clear of ice and snow. Do not apply salt in any form because salt will cause scaling and pitting.

Do not permit heavy trucks, loaded or unloaded, inside the curb line of your

property. They may seriously damage your concrete and asphalt surfaces.

Damage called "scrubbing" may occur to your asphalt driveway by turning your front wheels while your vehicle is not moving. Avoid turning the wheels of your car while it is stopped as the resulting damage is not warrantable.

Section 5

FIREPLACES

For wood burning fireplaces, start fires slowly. Do not create a fast, hot fire, as it may cause cracking. Remember to open the damper and outside air intake.

High winds can cause temporary negative drafts. When it is windy, you may have to postpone building a fire. You may be able to help get a draft started by cracking open a window.

Because of the "stack draft" effect of a chimney, even fireless fireplaces draw air out of your home. Close the fireplace dampers when the fireplace is not in operation.

For gas fireplaces, follow the manufacturer's instructions provided for safe operation.

GRADING

As the earth around your home becomes compacted and sinks, depressions may appear, particularly where there had been a trench near the foundation of the home. A positive grading slope away from the home must be maintained at all times to prevent the collection of water against the foundation which may cause dampness or water in the home. If you plan to have flower beds near the home, make sure the finish grade of the flower beds slopes away from the foundation.

Drainage swales which facilitate the drainage of your home site or adjoining home sites should not have any obstructions in them. Adding structures, trees, or plants, or modifying the grade of a swale is prohibited.

LAWNS

1. **New lawns need plenty of water. To establish a new lawn, you must water every day, as thoroughly as possible, without creating erosion or washout.** Water your new lawn very early in the morning so that the water penetrates the soils, rather than evaporating.

2. We are responsible only for initially establishing the proper grades and swales. You are responsible for maintaining them once they have been properly established. Be sure to repair any washouts as soon as possible to minimize erosion.

3. Once your lawn has become established, it is very important to maintain a regular lawn care program. It is usually best that you concentrate on fertilization, rather than weed control the first year. Healthy, regularly fertilized lawns will control most weeds naturally. Allow your lawn to become fully established before using weed control products.

4. Different lawns require different lawn care treatments. Ask a lawn care specialist to evaluate your lawn and soils to establish the best suited treatment program.

5. During summer, do not cut your grass too short. Moisture will remain in the soil longer if the grass is higher.

6. Until the homes on both sides of you are completed, refrain from any planting within five feet of the property line. Often the establishment of adjoining lawns will require minor work on the property line to properly establish the grading in the area. This will allow us to better grade and drain adjoining properties, as well as your own.

7. If you plan major plantings or fencing along property lines, a survey is recommended prior to the start of work. See your deed restrictions or municipality before you plant trees, shrubs or place fences within drainage swale areas or easements.

8. Watering and fertilization are the most important things you can do for your lawn. Watering and fertilization will be much less expensive than reestablishing a lawn which has not been fully nurtured in the critical first year.

These are only suggestions. You should contact a lawn care specialist for more specific recommendations. It takes time and special care to fully establish your new lawn. It is common for lawns to take up to three years to become fully established. Please be patient and follow good lawn care procedures and you will be rewarded with a beautiful lawn.

Section 6

SHRINKAGE

Being a natural material, the wood in your home will shrink: baseboards, wood moldings and trim sometimes work out of position, doors may shift out of alignment, wood simultaneously exposed to outside and inside environments (as in the instance of outside door frames) tends to twist or pull in cold or wet weather. Normal shrinkage can be minimized by maintaining an even interior temperature and humidity during the first year and by avoiding overheating of your home in winter. The appearance of drywall seams or the drawing or protruding of nails due to shrinkage. Please refer to your limited warranty for specific information.

Section 7

HARDWOOD FLOORS

Your hardwood floors should last as long as the home itself. Follow the manufacturer's recommendations for their care to keep them looking their best. Never use water on hardwood floors or allow damp objects to rest on them because it may damage the finish. Do not move heavy objects across the floor without protecting the surface of it. There may be a certain amount of shrinkage. This in no way affects their durability.

RESILIENT VINYL FLOORS

Follow the manufacturer's recommendations for the care of your resilient floors to keep them looking their best. Do not scrub or use abrasive cleaners as this may scratch your floor. Apply cleaning solution with a mop, cloth or electric polishing machine. **Do not flood the floors with water or cleaning solutions.**

MARBLE AND CERAMIC TILE

Follow the manufacturer's recommendations for care of your floors. Do not scrub or use abrasive cleaners as they may scratch the tile. Try any cleaners in a hidden spot prior to use of the cleaner on the whole floor. Be careful with heavy or sharp objects dropped on tile as they may cause chips or spalling (splintering) of the tile surface. Keep the floor clean as well. Sand and dirt on the floor can cause the finish to look dull. Tile match is not guaranteed from different "batches".

Marble is a natural product and will have variations in the colors, veining and size. Therefore, when replacements or repairs are made, the color match is not guaranteed.

CARPETED FLOORS

Proper care will assure you many years of enjoyment from the carpeting you selected for your home.

There are common characteristics of carpeting that may cause you some unnecessary concern:

1. Some carpet weaves "sprout". That is, loose ends of yarn protrude above the surface. Clip them off. Do not pull them.

2. Short fiber ends and lint frequently work their way to the surface of new carpeting. This "fluffing" may occur for the first several months of use but will not in any way injure the carpet. Simply remove these excess fibers by vacuuming regularly.

3. "Shading" is a characteristic of all pile fabrics, especially good quality, high pile or

worsted carpets. The pile lays at different angles causing irregular shades or spots. This may be reduced by regular vacuuming and maintaining the correct humidity level in your home.

4. Carpets sometimes change in hue and appear discolored. Oily film from cooking and heating can settle on carpet fibers and make them "dull or gray". Professional cleaning will usually remove this "atmospheric" soil and return your carpets to their original brilliance.

5. Carpets do not usually fade unless exposed to the direct rays of the sun. This can be avoided by the proper use of drapes and shades.

6. Many carpet, and furniture fibers shrink when they get wet. Do not expect the exact original dimensions after cleaning. Most professional cleaners, however, will "slow dry" to reduce shrinkage.

7. Heavy traffic, together with soil, will sometimes cause matting down in some types of twisted carpets. This is known as "twist-blooming" and can be reduced by cleaning. Never let your carpets get too soiled. Dirt and grit left on carpeting acts as an abrasive that will slowly wear away carpet fibers.

Section 8

FLOOR SQUEAKS

Extensive research and writing on the subject conclude that much has been tried but little can be done to completely eliminate floor squeaks. Generally, these squeaks will appear and disappear with changes in the weather.

INTERIOR WOOD AND DOORS

Wood cabinets, hardwood floors, paneling, doors and wood trim all have variations in wood grains and color. As wood ages, these variations may become greater or smaller, and cannot be controlled as wood is a natural material. Interior doors expand and contract with the seasons and may bind. If door sticking persists, a simple adjustment of the door by you will control this natural process.

PAINT

Checking (splits), cracks, and peeling are common items due to causes other than the paint or its application (e.g., allowing lawn sprinklers to hit painted areas will greatly reduce the life expectancy of the area involved). Annual exterior maintenance is required to preserve your home's exterior finish. Please refer to your limited warranty for specific information on warrantability.

Section 9

SPECIAL FINISHES

Chips, scratches or mars in tile, granite, porcelain, mirrors, marble and plastic tops, kitchen appliances, etc. may be accidents caused by members of your family, guests, or movers. Any of these defects not noted on the Pre-Settlement Orientation form are your responsibility. Do not use abrasive cleaners. Seal granite tops annually to protect the finish.

KITCHEN APPLIANCES

All kitchen appliances are warranted by their manufacturers. Please read the instructions. Contact the manufacturer's service department by calling the number listed on your emergency phone list or in the appliance's instruction manual or web site for any questions or service requests. FEI cannot perform service work on kitchen appliances.

CAULKING

Caulk will shrink over time. For re-caulking painted surfaces, use a latex-based caulk. For unpainted surfaces, use a silicone based caulk. You should inspect and maintain both the interior and exterior caulking twice per year.

PRIVATE WELL (IF APPLICABLE)

Your well water meets your health department's standards for pot ability, but should be tested immediately after you move into your new home to determine if any further treatment of your water is recommended. Sometimes a water conditioner or softener will add to the life expectancy of your plumbing fixtures and appliances. We suggest that you contact one of the many reputable water testing companies in your area to perform this test.

PRIVATE SEWER (IF APPLICABLE)

A private septic system requires specific use and care for its proper operation. If your home is served by a private system, you will receive a "Septic System Care" booklet at settlement. Please read the booklet and familiarize all family members about the proper use and care of your system. Connecting a sump pump to the septic system will void the warranty.

PLUMBING

Water enters your home through the main water supply valve (the location of the main water supply valve will be shown to you during Pre-Settlement Orientation). Familiarize yourself with its location. To shut off both hot and cold water, simply close this valve. There is also a shutoff valve located just above the hot water heater which only shuts off water

to the heater. Closing it will not affect the cold-water supply. When closing this valve, electrical power and/or any fuel to the hot water heater should be shut off.

Most faucets have washers or cartridges which will have to be replaced occasionally due to normal wear. To avoid excessive washer wear, never close a faucet tighter than is necessary to shut off the water. Never allow faucets to drip for long periods, as this can cause damage to the faucet. Excess noise from faucets can usually be traced to a loose washer or cartridge. To eliminate the noise, tighten the screw holding the washer. Noisy or dripping faucets may also be caused by worn or damaged washers which you should replace.

Your home is equipped with Low Flow (1.6 gal.) toilets. These are required by law in order to conserve water.

Never use abrasive cleaners or steel wool when cleaning your plumbing faucets as they may scratch the finish. Never throw non-disposable items in your toilet. This will cause a stoppage. Should your toilet and/or drain become stopped up by such items, and you request a service call, you must pay for the service call.

If you are in an area that experiences temperatures below freezing, you must winterize all exterior hose bibs and irrigation systems to prevent frozen water lines.

Your plumbing is warranted against leaks (except those caused by worn washers, cartridges or misuse) for a period of one year from the date of settlement. Condensation on pipes should not be confused with a leak. During humid periods some condensation is normal.

Hot-water heaters are warranted by the manufacturer for a specified period of time. Please refer to the manufacturer's warranty attached to the hot-water heater.

The 24-hour emergency number for the plumber who installed the plumbing in your home should be affixed to the hot water heater.

Section 10

ELECTRICAL SYSTEM

If an interruption of electrical service occurs, first check to see that the circuit breakers are in their normal operating positions. If necessary, reset the appropriate breaker. Sometimes a tripped breaker may look like it is in the "on" position, but a closer examination will show that the tripped breaker has moved slightly from the normal position. To reset, switch the breaker first to "**off**" then to "**on**"

Repeated tripping is an indication of a short in the affected circuit. Forcing or holding a circuit breaker in its operating position may result in extensive damage to the circuit or to the appliances involved or may even result in fire.

Depending upon the jurisdiction, your home may have Arc Fault Circuit Interrupters (AFCIs) which are a type of circuit breaker that trips if it detects any sparking

Some circuits in your kitchen, baths, basement, and garages are equipped with a ground fault interrupter (GFI). If power in your circuit is lost in these areas, push the reset button located on the outlet controlling the circuit. Not every outlet on a GFI circuit has a reset button.

For **emergency** service, call the electrician listed in your emergency phone list or the electric utility company. The electrician's 24-hour emergency service number should be located inside the circuit breaker panel.

Section 11

HEATING SYSTEM

With any heating system, regardless of type, the actual room-to-room temperatures will vary as the outside weather conditions change. These are affected by the direction and intensity of sunshine, and by the direction and velocity of the wind. In severe or windy weather, you may have to set the thermostat higher. Read the instruction manual for your heating system to learn how to operate your thermostat. If you have a heat pump, do not set the thermostat on emergency heat unless there is a problem with the outside compressor.

Air conditioning/heating supply registers are located throughout your home; some have handles to allow opening and closing. Return air registers have no handles. They allow the air to return to the equipment. Be sure that registers are not blocked by furniture, rugs or drapes. During the Pre-settlement Orientation, you will be shown how to adjust the dampers and registers. Adjusting the supply registers and dampers will allow you to "balance" your heating system for more comfort.

To balance the system:

1. Set the thermostat at a point high enough to start the equipment operating (75°).

2. Make sure that the supply registers in the cooler rooms are open all the way. If their supply ducts have dampers, they must be open as well.

3. In rooms where the warm air is coming out in great force, either close the registers by moving their handles or if there are dampers on the supply ducts in the basement, adjust them for proper air flow.

4. Closing of the heat registers in the area where the thermostat is located will

lower the temperature in that area, and, in effect, will increase the temperature in other rooms.

5. After you close the registers in rooms where the heat supply is greater than necessary, the warm air coming from the equipment will be forced through the heat ducts to the registers that are open wider. This results in more heat flowing to the cooler rooms of the home.

Keep in mind, when you make these balancing adjustments, that results may not be immediately noticeable. It may take a day or so for you to feel the full effects. Remember too, that the sun location and wind changes affect temperatures of various rooms during the course of a day. The system will probably need to be balanced again at the start of each season as cooling requirements will vary from heating requirements. For proper air flow, the air filter in the air handlers must be regularly cleaned or replaced in accordance with the manufacturer's recommendations.

For immediate or emergency service, call the H.V.A.C. contractor or utility company listed on the emergency phone list.

Section 12

CENTRAL AIR CONDITIONING

To cool your home the following steps should be taken:

1. Make sure that the circuit breaker for the cooling equipment is in the ON position.

2. The thermostat's COOL-HEAT switch should be set on COOL.

3. The thermostat must be set below room temperature. The fan switch should be in the AUTOMATIC position.

4. If the compressor (the outside unit) fails to operate, check to see if the service disconnect is "on". The disconnect is usually located near the compressor.

Once the home is cooled to the temperature set on the thermostat, the compressor will stop. The fan switch can be set in the "ON" position, which will continually circulate the air within the home whether the compressor is running or not. The air conditioning system can also be "balanced" as described in the previous Heating System section for greater comfort.

Information on the manufacturer's warranty and recommended service procedures is attached to the equipment.

For emergency service, call the H.V.A.C. contractor listed on the emergency phone list. The 24-hour emergency number is also affixed to the air handler.

Section 13

Home Improvements

Many homeowners will wish to add home improvements after closing. Many improvements to the interior or exterior or to the property will require approvals from your Community or Condo Association or municipality. Refer to the deed restrictions, Association documents, your municipality, and the Fence, Pool, and Tennis Court Policy for guidance.

You will be responsible for any damage to public improvements (i.e., curbs, streets, utility lines, swales, etc.) done by you or your contractors.

SUMMARY

We hope that the information contained in this guide will be of assistance to you. We are proud of the home we built for you, and know it will provide years of comfort and protection for you and your family with a minimum of care on your part.

PLEASE MAIL TO:
1741 Valley Forge Road, PO Box 736
FREEDOM ENTERPRISE NC.,
WARRANTY DEPT.

FREDOM ENTERPRISE INC.
WARRANTY REQUEST/INSPECTION

COMMUNITY:_____ FEI Unit #_____
HOMEOWNER:_____
STREET ADDRESS:_____
PHONE NO.:_____
SETTLEMENT DATE: _____E-MAIL: _____

Dear Warranty Representative: We are requesting warranty performance on the items listed below for our new home.

INSTRUCTIONS: Please complete column A below. Columns B and C will be completed by a Freedom Enterprise, representative after the items are inspected. Column D to be initialed by homeowner upon completion of the work. **NOTE: EXCEPT IN AN EMERGENCY, ALL REQUESTS MUST BE MAILED TO THE WARRANTY DEPT. AND NOT TO THE FIELD CONSTRUCTION OFFICE.**

	(A) DESCRIPTION	(B) INSPECTORS COMMENTS	(C) SUB.	(D) COMPLETE HO INIT.
1				
2				
3				
4				
5				
6				

Please be advised that: (Please Check One)

_____ Someone is usually home during the day _____ Someone will stay home by appointment

HOMEOWNER: _____ Date: _____

******TO BE COMPLETED AFTER ITEMS ARE INSPECTED******

The above items represent the agreed upon resolution of your warranty request. Freedom Enterprise Inc. will endeavor to complete these items within 30 days.

I, the homeowner, will acknowledge completion of individual items by initialing and dating column D above.

HOMEOWNER _____ DATE: _____
FEI Inc. Warranty Rep: _____ DATE: _____

Distribution: **PM:** _____, Book **FEI USE ONLY** Date Rec'd_____
Original: Corp.Lot File FEI Community #_____ Date work orders issued:_____
Other:_____ SUBCONTRACTOR NOTE:
Sr. Mgr:_____ Other:_____ Date work completion due:_____

ZONING ADMIN REVIEW

SUBJECT TO REVOCATION IF FULL INFORMATION IS MISREPRESENTED OR NOT PROVIDED

CITY OF PHILADELPHIA
DEPARTMENT OF
LICENSES & INSPECTIONS
1401 JOHN F KENNEDY BLVD
PHILADELPHIA, PA 19102-1667

PERMIT NUMBER
925519

FEE
$628.00

DATE
12/27/18

LOCATION OF WORK: **02157 E NORRIS ST PHILADELPHIA, PA 19125-1936**

ZONING CLASSIFICATION
ICMX

OWNER
BLAIR GARDEN OWNERS ASSOCIATION
2157-2185 E NORRIS ST
PHILA,PA 19125

APPLICANT
RONALD PATTERSON, ESQ.
1835 MARKET STREET
PHILADELPHIA, PA 19103

PLAN EXAMINER
SRIVATSA KRISHNAN

ZONING BOARD OF ADJUSTMENT DECISION
CALENDAR # **32048**
DATE **12/06/18**

THIS PERMIT DOES NOT AUTHORIZE ANY CONSTRUCTION UNTIL RELATED CONSTRUCTION PERMITS ARE ISSUED

THIS PERMIT REFLECTS ADMINISTRATIVELY APPROVED CHANGES TO A PREVIOUSLY ISSUED ZONING/USE REGISTRATION PERMIT

ZONING BOARD OF ADJUSTMENT ADMINISTRATIVELY APPROVED ADDITION OF A 402 SQUARE FEET DECK AT GROUND LEVEL, NO CHAGES TO PREVIOUSLY APPROVED STRUCTURES AND USES.(SIZE AND LOCATION AS SHOWN ON THE APPLICATION)

SUBJECT TO THE FOLLOWING PROVISOS AS ESTABLISHED BY THE ZONING BOARD OF ADJUSTMENT:

ANY PERSON AGGREIVED BY THE ISSUANCE OF THIS PERMIT MAY APPEAL TO THE ZONING BOARD OF ADJUSTMENT (ZBA). FOR INSTRUCTIONS ON FILING AN APPEAL, PLEASE CONTACT THE ZBA AT 215-686-2429 OR 215-686-2430.

IT SHALL BE THE OWNER'S RESPONSIBILITY TO SECURE THE APPROVAL OF THE PHILADELPHIA HISTORICAL COMMISSION PRIOR TO ANY ALTERATION TO A HISTORIC PROPERTY. TO CHECK THE HISTORIC STATUS OF A PROPERTY, CALL THE PHILADELPHIA HISTORICAL COMMISSION AT 215-686-7660.

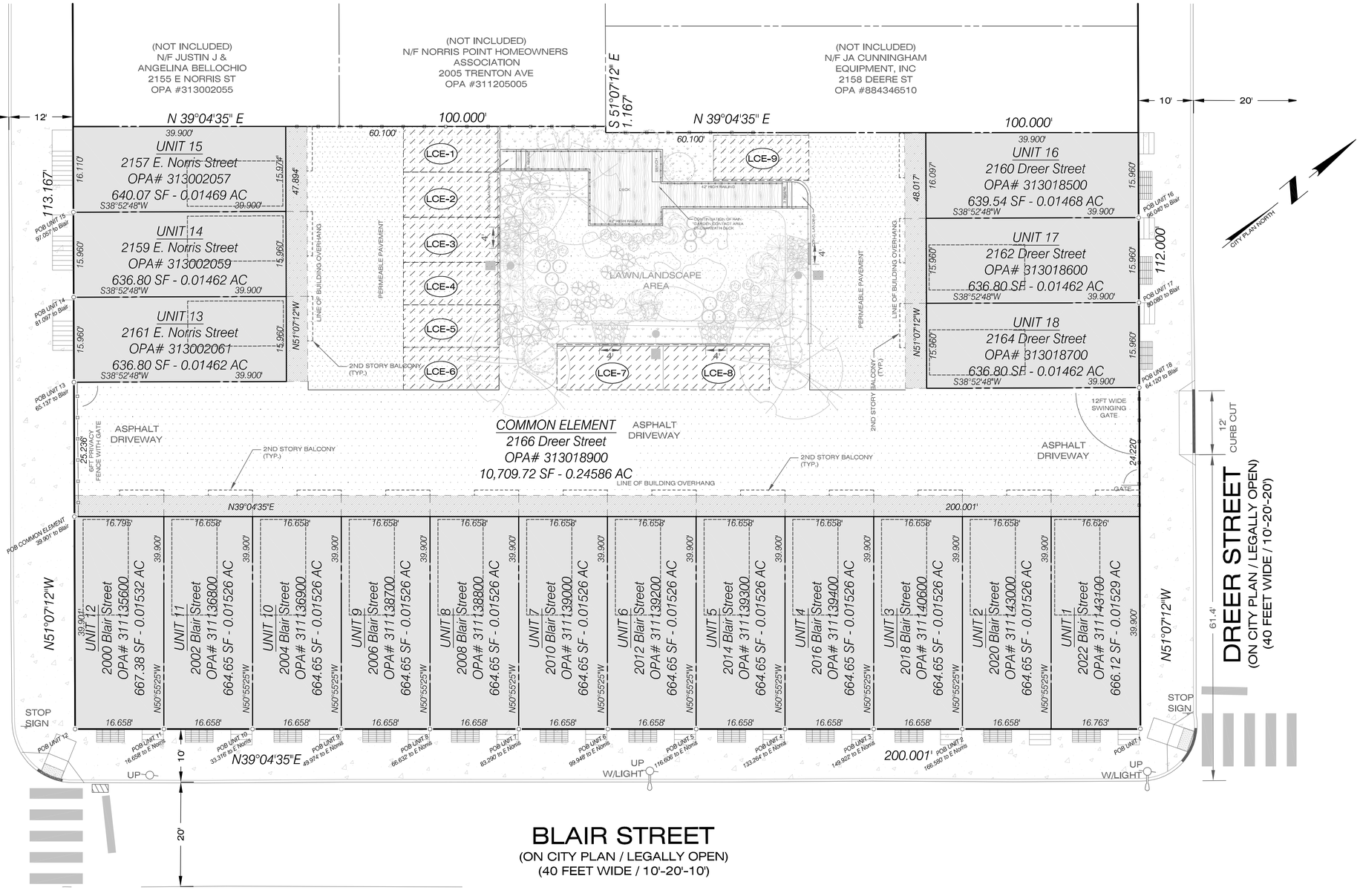
FOR ESTABLISHMENTS THAT PREPARE AND SERVE FOOD: APPLICANTS MUST OBTAIN ALL NECESSARY APPROVALS FROM THE HEALTH DEPARTMENT. SEPARATE PLAN REVIEWS AND FEES MAY BE REQUIRED. CONTACT THE PHILADELPHIA DEPARTMENT OF PUBLIC HEALTH - ENVIRONMENTAL HEALTH SERVICES / OFFICE OF FOOD PROTECTION: 321 UNIVERSITY AVE. - 2ND Floor, PHILADELPHIA, PA 19104 TELEPHONE NUMBER: (215) 685-7495

THIS PERMIT IS NOT A CERTIFICATE OF OCCUPANCY OR A LICENSE.

ALL PROVISIONS OF THE CODE AND OTHER CITY ORDINANCES MUST BE COMPLIED WITH, WHETHER SPECIFIED HEREIN OR NOT. THIS PERMIT DOES NOT CONSTITUTE APPROVAL FROM ANY STATE OR FEDERAL AGENCY, IF REQUIRED.

HIN 5 DAYS OF RECEIPT OF THIS PERMIT A TRUE COPY OF THIS PERMIT MUST BE POSTED IN A CONSPICU LOCATION ON THE PREMISES FOR 30 DAYS

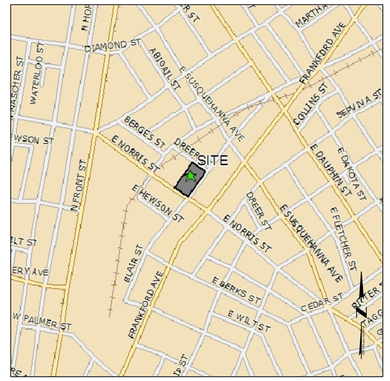
81-103



EAST NORRIS STREET
(ON CITY PLAN / LEGALLY OPEN)
(50 FEET WIDE / 12'-26'-12')

DREER STREET
(ON CITY PLAN / LEGALLY OPEN)
(40 FEET WIDE / 10'-20'-10')

BLAIR STREET
(ON CITY PLAN / LEGALLY OPEN)
(40 FEET WIDE / 10'-20'-10')



LOCATION MAP SCALE 1"=500'

FEATURES

- BUILDING COVERAGE AT GROUND FLOOR
- UPPER LEVEL BUILDING OVERANG OPEN AT GROUND FLOOR
- COMMON ELEMENT
- LIMITED COMMON ELEMENT
- XX.XXX' UNIT DIMENSIONS (DISTRICT STANDARD)
- UNIT LINES

NOTES

1. Boundary and Location information is based on a field survey performed by Ruggiero Plante Land Design on August 24, 2017.
2. FEMA FIRM map #42075701821 map revised November 18, 2015 designates the site as Zone X, areas outside the 500 yr. floodplain.
3. Attention is called to the zoning requirements in the City of Philadelphia Code as amended. The property is identified as within the Industrial commercial Mixed-Use (ICMX) Zoning District.
4. The total property area is 22,516.5 square feet in Philadelphia District Standard measure.
5. The property contains 18 units with a townhome on each, as well as as common and limited common elements.
6. All pavement, curb, landscaping, utility lines & stormwater management facilities shall be owned and maintained by the Planned Community Association.
7. Each unit shown on this plan shall consist of the land underneath it together with any improvements erected or installed thereon, as described In Section 3.1 of the Declaration of Blair Garden, a Planned Community.*

Exhibit D-2
to the Amended Declaration of

BLAIR GARDEN
a Planned Community

2157-85 E. NORRIS STREET
Philadelphia, PA 19125
31ST WARD - OPA #884713800

prepared for:
2157 East Norris Street LP
1061 DeKalb Pike
Blue Bell, PA 19422 ph: (610) 278-2900

The undersigned, a Professional Land Surveyor in the Commonwealth of Pennsylvania, hereby certifies that this plan correctly sets forth the info required by Title 68 PA. C.S. Section 5210 Uniform Pennsylvania Land Development Planned Community Act.

COMMONWEALTH OF PENNSYLVANIA
JAMES F. HENRY
PROFESSIONAL LAND SURVEYOR

1/18/2019

JAMES F. HENRY, PLS
PA Registered Professional Land Surveyor No. SU056807

Ruggiero Plante Land Design
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800 www.ruggieroplante.com

Plan Date:
January 18, 2019

Scale: 1" = 10'
10' 5' 0 10'

AMENDED
PLANNED COMMUNITY
DECLARATION PLAT

Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 1
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 1, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at the corner of the southwesterly line of Dreer Street (40' wide, legally open) and the northwesterly line of Blair Street (40' wide, legally open); thence

1. From said point of beginning, extending South 39°04'35" West along the southwesterly line of said Dreer Street, a distance of 16.763 feet to a point, a corner Unit 2; thence

2. Leaving the southwesterly line of said Dreer Street and extending North 50°55'25" West along the line of Unit 2, a distance of 39.900 feet to a point on the line of the Common Element; thence

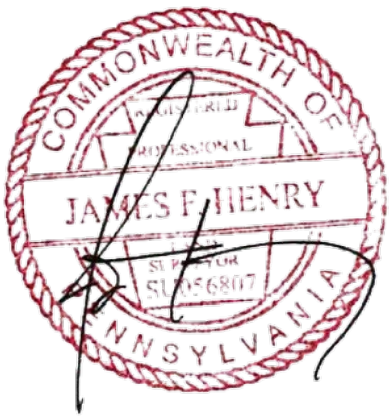
3. Extending North 39°04'35" East along the line of the Common Element, a distance of 16.626 feet to a point on the aforementioned southwesterly line of said Dreer Street; thence

4. Extending South 51°07'12" East along the southwesterly line of said Dreer Street, a distance of 39.900 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 666.12 square feet of land (0.01529 acres).

ALSO KNOWN AS: 2022 Blair Street

Deed dimensions are shown in Philadelphia District Standard measurement.



Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 2
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 2, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of Unit 3 on the northwesterly line of Blair Street (40' wide, legally open) at a distance of 166.580 feet northeastward from the northeasterly line of East Norris Street (50' wide, legally open); thence

1. From said point of beginning, leaving the northwesterly line of said Blair Street and extending North 50°55'25" West along the line of Unit 3, a distance of 39.900 feet to a point on the line of the Common Element; thence

2. Extending North 39°04'35" East along the line of the Common Element, a distance of 16.658 feet to a point, a corner of Unit 1; thence

3. Extending South 50°55'25" East along the line of Unit 1, a distance of 39.900 feet to a point on the aforementioned northwesterly line of said Blair Street; thence

4. Extending South 39°04'35" West along the northwesterly line of said Blair Street, a distance of 16.658 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 664.65 square feet of land (0.01526 acres).

ALSO KNOWN AS: 2020 Blair Street

Deed dimensions are shown in Philadelphia District Standard measurement.

Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 3
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 3, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of Unit 4 on the northwesterly line of Blair Street (40' wide, legally open) at a distance of 149.922 feet northeastward from the northeasterly line of East Norris Street (50' wide, legally open); thence

1. From said point of beginning, leaving the northwesterly line of said Blair Street and extending North 50°55'25" West along the line of Unit 4, a distance of 39.900 feet to a point on the line of the Common Element; thence

2. Extending North 39°04'35" East along the line of the Common Element, a distance of 16.658 feet to a point, a corner of Unit 2; thence

3. Extending South 50°55'25" East along the line of Unit 2, a distance of 39.900 feet to a point on the aforementioned northwesterly line of said Blair Street; thence

4. Extending South 39°04'35" West along the northwesterly line of said Blair Street, a distance of 16.658 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 664.65 square feet of land (0.01526 acres).

ALSO KNOWN AS: 2018 Blair Street

Deed dimensions are shown in Philadelphia District Standard measurement.

Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 4
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 4, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of Unit 5 on the northwesterly line of Blair Street (40' wide, legally open) at a distance of 133.264 feet northeastward from the northeasterly line of East Norris Street (50' wide, legally open); thence

1. From said point of beginning, leaving the northwesterly line of said Blair Street and extending North 50°55'25" West along the line of Unit 5, a distance of 39.900 feet to a point on the line of the Common Element; thence

2. Extending North 39°04'35" East along the line of the Common Element, a distance of 16.658 feet to a point, a corner of Unit 3; thence

3. Extending South 50°55'25" East along the line of Unit 3, a distance of 39.900 feet to a point on the aforementioned northwesterly line of said Blair Street; thence

4. Extending South 39°04'35" West along the northwesterly line of said Blair Street, a distance of 16.658 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 664.65 square feet of land (0.01526 acres).

ALSO KNOWN AS: 2016 Blair Street

Deed dimensions are shown in Philadelphia District Standard measurement.

Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 5
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 5, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of Unit 6 on the northwesterly line of Blair Street (40' wide, legally open) at a distance of 133.264 feet northeastward from the northeasterly line of East Norris Street (50' wide, legally open); thence

1. From said point of beginning, leaving the northwesterly line of said Blair Street and extending North 50°55'25" West along the line of Unit 6, a distance of 39.900 feet to a point on the line of the Common Element; thence

2. Extending North 39°04'35" East along the line of the Common Element, a distance of 16.658 feet to a point, a corner of Unit 4; thence

3. Extending South 50°55'25" East along the line of Unit 4, a distance of 39.900 feet to a point on the aforementioned northwesterly line of said Blair Street; thence

4. Extending South 39°04'35" West along the northwesterly line of said Blair Street, a distance of 16.658 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 664.65 square feet of land (0.01526 acres).

ALSO KNOWN AS: 2014 Blair Street

Deed dimensions are shown in Philadelphia District Standard measurement.

Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 6
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 6, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of Unit 7 on the northwesterly line of Blair Street (40' wide, legally open) at a distance of 99.948 feet northeastward from the northeasterly line of East Norris Street (50' wide, legally open); thence

1. From said point of beginning, leaving the northwesterly line of said Blair Street and extending North 50°55'25" West along the line of Unit 7, a distance of 39.900 feet to a point on the line of the Common Element; thence

2. Extending North 39°04'35" East along the line of the Common Element, a distance of 16.658 feet to a point, a corner of Unit 5; thence

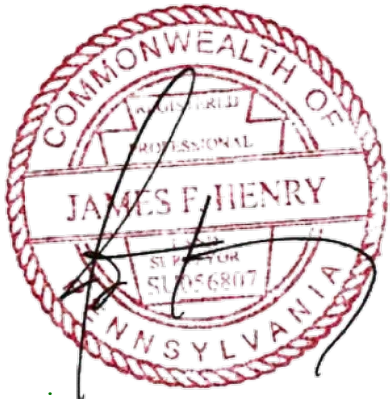
3. Extending South 50°55'25" East along the line of Unit 5, a distance of 39.900 feet to a point on the aforementioned northwesterly line of said Blair Street; thence

4. Extending South 39°04'35" West along the northwesterly line of said Blair Street, a distance of 16.658 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 664.65 square feet of land (0.01526 acres).

ALSO KNOWN AS: 2012 Blair Street

Deed dimensions are shown in Philadelphia District Standard measurement.



Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 7
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 7, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of Unit 8 on the northwesterly line of Blair Street (40' wide, legally open) at a distance of 83.290 feet northeastward from the northeasterly line of East Norris Street (50' wide, legally open); thence

1. From said point of beginning, leaving the northwesterly line of said Blair Street and extending North 50°55'25" West along the line of Unit 8, a distance of 39.900 feet to a point on the line of the Common Element; thence

2. Extending North 39°04'35" East along the line of the Common Element, a distance of 16.658 feet to a point, a corner of Unit 6; thence

3. Extending South 50°55'25" East along the line of Unit 6, a distance of 39.900 feet to a point on the aforementioned northwesterly line of said Blair Street; thence

4. Extending South 39°04'35" West along the northwesterly line of said Blair Street, a distance of 16.658 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 664.65 square feet of land (0.01526 acres).

ALSO KNOWN AS: 2010 Blair Street

Deed dimensions are shown in Philadelphia District Standard measurement.

Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 8
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 8, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of Unit 9 on the northwesterly line of Blair Street (40' wide, legally open) at a distance of 66.632 feet northeastward from the northeasterly line of East Norris Street (50' wide, legally open); thence

1. From said point of beginning, leaving the northwesterly line of said Blair Street and extending North 50°55'25" West along the line of Unit 9, a distance of 39.900 feet to a point on the line of the Common Element; thence

2. Extending North 39°04'35" East along the line of the Common Element, a distance of 16.658 feet to a point, a corner of Unit 7; thence

3. Extending South 50°55'25" East along the line of Unit 7, a distance of 39.900 feet to a point on the aforementioned northwesterly line of said Blair Street; thence

4. Extending South 39°04'35" West along the northwesterly line of said Blair Street, a distance of 16.658 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 664.65 square feet of land (0.01526 acres).

ALSO KNOWN AS: 2008 Blair Street

Deed dimensions are shown in Philadelphia District Standard measurement.

Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 9
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 9, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of Unit 10 on the northwesterly line of Blair Street (40' wide, legally open) at a distance of 49.974 feet northeastward from the northeasterly line of East Norris Street (50' wide, legally open); thence

1. From said point of beginning, leaving the northwesterly line of said Blair Street and extending North 50°55'25" West along the line of Unit 10, a distance of 39.900 feet to a point on the line of the Common Element; thence

2. Extending North 39°04'35" East along the line of the Common Element, a distance of 16.658 feet to a point, a corner of Unit 8; thence

3. Extending South 50°55'25" East along the line of Unit 8, a distance of 39.900 feet to a point on the aforementioned northwesterly line of said Blair Street; thence

4. Extending South 39°04'35" West along the northwesterly line of said Blair Street, a distance of 16.658 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 664.65 square feet of land (0.01526 acres).

ALSO KNOWN AS: 2006 Blair Street

Deed dimensions are shown in Philadelphia District Standard measurement.

Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 10
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 10, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of Unit 11 on the northwesterly line of Blair Street (40' wide, legally open) at a distance of 33.316 feet northeastward from the northeasterly line of East Norris Street (50' wide, legally open); thence

1. From said point of beginning, leaving the northwesterly line of said Blair Street and extending North 50°55'25" West along the line of Unit 11, a distance of 39.900 feet to a point on the line of the Common Element; thence

2. Extending North 39°04'35" East along the line of the Common Element, a distance of 16.658 feet to a point, a corner of Unit 9; thence

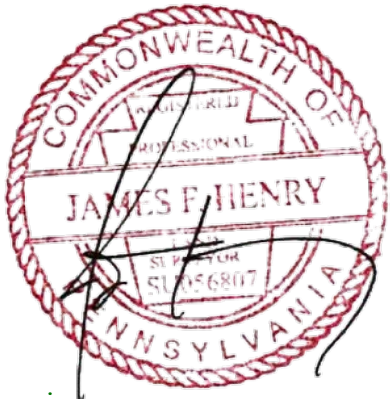
3. Extending South 50°55'25" East along the line of Unit 9, a distance of 39.900 feet to a point on the aforementioned northwesterly line of said Blair Street; thence

4. Extending South 39°04'35" West along the northwesterly line of said Blair Street, a distance of 16.658 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 664.65 square feet of land (0.01526 acres).

ALSO KNOWN AS: 2004 Blair Street

Deed dimensions are shown in Philadelphia District Standard measurement.



Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 11
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 11, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of Unit 12 on the northwesterly line of Blair Street (40' wide, legally open) at a distance of 16.658 feet northeastward from the northeasterly line of East Norris Street (50' wide, legally open); thence

1. From said point of beginning, leaving the northwesterly line of said Blair Street and extending North 50°55'25" West along the line of Unit 12, a distance of 39.900 feet to a point on the line of the Common Element; thence

2. Extending North 39°04'35" East along the line of the Common Element, a distance of 16.658 feet to a point, a corner of Unit 10; thence

3. Extending South 50°55'25" East along the line of Unit 10, a distance of 39.900 feet to a point on the aforementioned northwesterly line of said Blair Street; thence

4. Extending South 39°04'35" West along the northwesterly line of said Blair Street, a distance of 16.658 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 664.65 square feet of land (0.01526 acres).

ALSO KNOWN AS: 2002 Blair Street

Deed dimensions are shown in Philadelphia District Standard measurement.

Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 12
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 12, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at the corner of the northeasterly line of East Norris Street (50' wide, legally open) and the northwesterly line of Blair Street (40' wide, legally open); thence

1. From said point of beginning, extending North 51°07'12" West along the northeasterly line of said East Norris Street, a distance of 39.901 feet to a point, a corner the Common Element; thence

2. Leaving the southeasterly line of said of East Norris Street and extending North 39°04'35" East along the line of the Common Element, a distance of 16.795 feet to a point, a corner of Unit 11; thence

3. Extending South 50°55'25" East along the line of Unit 11, a distance of 39.900 feet to a point on the aforementioned northwesterly line of said Blair Street; thence

4. Extending South 39°04'35" West along the northwesterly line of said Blair Street, a distance of 16.658 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 667.38 square feet of land (0.01532 acres).

ALSO KNOWN AS: 2000 Blair Street

Deed dimensions are shown in Philadelphia District Standard measurement.

Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 13
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 13, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of the Common Element on the northeasterly line of East Norris Street (50' wide, legally open) at a distance of 65.137 feet northwestward from the northwesterly line of Blair Street (40' wide, legally open); thence

1. Extending North 51°07'12" West along the northeasterly line of said East Norris Street, a distance of 15.960 feet to a point, a corner of Unit 14; thence

2. Leaving the northeasterly line of said East Norris Street and extending North 38°52'48" East along the line of Unit 14, a distance of 39.900 feet to a point on the line of the Common Element; thence

3. Extending South 51°07'12" East along the line of the Common Element, a distance of 15.960 feet to a point; thence

4. Extending South 38°52'48" West, continuing along the line of the Common Element, a distance of 39.900 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 636.80 square feet of land (0.01462 acres).

ALSO KNOWN AS: 2161 E. Norris Street

Deed dimensions are shown in Philadelphia District Standard measurement.

Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 14
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 14, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of Unit 13 on the northeasterly line of East Norris Street (50' wide, legally open) at a distance of 81.097 feet northwestward from the northwesterly line of Blair Street (40' wide, legally open); thence

1. Extending North 51°07'12" West along the northeasterly line of said East Norris Street, a distance of 15.960 feet to a point, a corner of Unit 15; thence

2. Leaving the northeasterly line of said East Norris Street and extending North 38°52'48" East along the line of Unit 15, a distance of 39.900 feet to a point on the line of the Common Element; thence

3. Extending South 51°07'12" East along the line of the Common Element, a distance of 15.960 feet to a point, a corner of Unit 13; thence

4. Extending South 38°52'48" West, along the line of Unit 13, a distance of 39.900 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 636.80 square feet of land (0.01462 acres).

ALSO KNOWN AS: 2159 E. Norris Street

Deed dimensions are shown in Philadelphia District Standard measurement.

Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 15
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit “D-2” thereto.

BEING Unit 15, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of Unit 14 on the northeasterly line of East Norris Street (50’ wide, legally open) at a distance of 97.057 feet northwestward from the northwesterly line of Blair Street (40’ wide, legally open); thence

1. Extending North 51°07'12" West along the northeasterly line of said East Norris Street, a distance of 16.110 feet to a point; thence

2. Leaving the northeasterly line of said East Norris Street and extending North 39°04'35" East, a distance of 39.900 feet to a point, a corner of the Common Element; thence

3. Extending South 51°07'12" East along the line of the Common Element, a distance of 15.974 feet to a point, a corner of Unit 14; thence

4. Extending South 38°52'48" West, along the line of Unit 14, a distance of 39.900 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 640.07 square feet of land (0.01469 acres).

ALSO KNOWN AS: 2157 E. Norris Street

Deed dimensions are shown in Philadelphia District Standard measurement.

Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 16
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 16, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of Unit 17 on the southwesterly line of Dreer Street (40' wide, legally open) at a distance of 96.040 feet northwestward from the northwesterly line of Blair Street (40' wide, legally open); thence

1. Leaving the southwesterly line of said Dreer Street and extending South 38°52'48" West along the line of Unit 17, a distance of 39.900 feet to a point on the line of the Common Element; thence

2. Extending North 51°07'12" West along the line of the Common Element, a distance of 16.097 feet to a point; thence

3. Extending North 39°04'35" East, a distance of 39.900 feet to a point on the aforementioned southwesterly line of said Dreer Street; thence

4. Extending, South 51°07'12" East along the southwesterly line of said Dreer Street, a distance of 15.960 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 639.54 square feet of land (0.01468 acres).

ALSO KNOWN AS: 2160 Dreer Street

Deed dimensions are shown in Philadelphia District Standard measurement.

Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 17
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 17, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of Unit 18 on the southwesterly line of Dreer Street (40' wide, legally open) at a distance of 80.080 feet northwestward from the northwesterly line of Blair Street (40' wide, legally open); thence

1. Leaving the southwesterly line of said Dreer Street and extending South 38°52'48" West along the line of Unit 18, a distance of 39.900 feet to a point on the line of the Common Element; thence

2. Extending North 51°07'12" West along the line of the Common Element, a distance of 15.960 feet to a point, a corner of Unit 16; thence

3. Extending North 38°52'48" East along the line of Unit 16, a distance of 39.900 feet to a point on the aforementioned southwesterly line of said Dreer Street; thence

4. Extending, South 51°07'12" East along the southwesterly line of said Dreer Street, a distance of 15.960 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 636.80 square feet of land (0.01462 acres).

ALSO KNOWN AS: 2162 Dreer Street

Deed dimensions are shown in Philadelphia District Standard measurement.

Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Unit 18
DESCRIPTION

ALL THAT CERTAIN Unit in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit "D-2" thereto.

BEING Unit 18, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of the Common Element on the southwesterly line of Dreer Street (40' wide, legally open) at a distance of 64.120 feet northwestward from the northwesterly line of Blair Street (40' wide, legally open); thence

1. Leaving the southwesterly line of said Dreer Street and extending South 38°52'48" West along the line of the Common Element, a distance of 39.900 feet to a point; thence

2. Extending North 51°07'12" West, continuing along the line of the Common Element, a distance of 15.960 feet to a point, a corner of Unit 17; thence

3. Extending North 38°52'48" East along the line of Unit 17, a distance of 39.900 feet to a point on the aforementioned southwesterly line of said Dreer Street; thence

4. Extending, South 51°07'12" East along the southwesterly line of said Dreer Street, a distance of 15.960 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 636.80 square feet of land (0.01462 acres).

ALSO KNOWN AS: 2164 Dreer Street

Deed dimensions are shown in Philadelphia District Standard measurement.

Ruggiero Plante Land Design, LLC
4220 Main Street Philadelphia, PA 19127
phone 215.508.3900 fax 215.508.3800

Common Element
DESCRIPTION

ALL THAT CERTAIN Area in Blair Garden, a Planned Community, situate in the City of Philadelphia, Commonwealth of Pennsylvania, as set forth in the within Amended Declaration of Blair Garden, a Planned Community, and as depicted on the amended Declaration Plat recorded as Exhibit “D-2” thereto.

BEING the Common Element, as shown on the "Amended Planned Community Declaration Plat" prepared by Ruggiero Plante Land Design, Philadelphia, PA on January 18, 2019, bounded and described as follows:

BEGINNING at a point, a corner of Unit 12 on the northeasterly line of East Norris Street (50’ wide, legally open) at a distance of 39.901 feet northwestward from the northwesterly line of Blair Street (40’ wide, legally open); thence

1. Extending North 51°07'12" West along the northeasterly line of said East Norris Street, a distance of 25.236 feet to a point, a corner of Unit 13; thence
2. Leaving the northeasterly line of said East Norris Street and extending North 38°52'48" East along the line of Unit 13, a distance of 39.900 feet to a point; thence
3. Extending North 51°07'12" West along the line of Units 13 through 15, a distance of 47.894 feet to a point; thence
4. Extending North 39°04'35" East, a distance of 60.100 feet to a point; thence
5. Extending South 51°07'12" East, a distance of 1.167 feet to a point; thence
6. Extending North 39°04'35" East, a distance of 60.100 feet to a point, a corner of Unit 16; thence
7. Extending South 51°07'12" East along the line of Units 16 through 18, a distance of 48.017 feet to a point; thence
8. Extending North 38°52'48" East along the line of Unit 18, a distance of 39.900 feet to a point on the aforementioned southwesterly line of said Dreer Street; thence
9. Extending, South 51°07'12" East along the southwesterly line of said Dreer Street, a distance of 24.220 feet to a point, a corner of Unit 1; thence
10. Extending South 39°04'35" West, along the line of Units 1 through 12, a distance of 200.001 feet to the first mentioned point and place of BEGINNING.

CONTAINING: 10,709.72 square feet of land (0.24586 acres).

ALSO KNOWN AS: 2166 Dreer Street

Deed dimensions are shown in Philadelphia District Standard measurement.