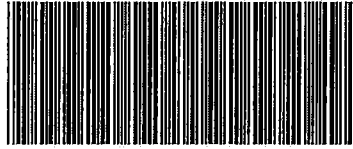




DEED BK 6123 PG 00845 to 00849
 INSTRUMENT # : 2019005582
 RECORDED DATE: 01/25/2019 03:40:39 PM



4703431-0013J

RECORDER OF DEEDS
 MONTGOMERY COUNTY
Jeanne Sorg

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

MONTGOMERY COUNTY ROD

OFFICIAL RECORDING COVER PAGE

Page 1 of 5

Document Type: Deed Miscellaneous
Document Date: 01/16/2019
Reference Info:

Transaction #: 4892668 - 11 Doc (s)
Document Page Count: 4
Operator Id: tbutler

RETURN TO: (Mail)
 LAND SERVICES USA, INC
 1 S CHURCH ST
 SUITE 300
 WEST CHESTER, PA 19382

PAID BY:
 LAND SERVICES USA INC

*** PROPERTY DATA:**
 Parcel ID #: 54-00-02290-02-3
 Address:
 Municipality:
 School District:

*** ASSOCIATED DOCUMENT(S):**

FEES / TAXES:
 Recording Fee: Deed Miscellaneous \$73.75
Total: \$73.75

DEED BK 6123 PG 00845 to 00849
 Recorded Date: 01/25/2019 03:40:39 PM
 I hereby CERTIFY that this document is recorded in the Recorder of Deeds Office in Montgomery County, Pennsylvania.



Jeanne Sorg

Jeanne Sorg
 Recorder of Deeds

Rev1a 2016-01-29

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.
 *COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL

PREPARED BY:

Matthew J. McHugh, Esquire
Obermayer Rebmann Maxwell & Hippel LLP
Centre Square West
1500 Market Street, Suite 3400
Philadelphia, PA 19102
(215) 665-3243

Montgomery County

JAN 25 2019

Recorder of Deeds

Record & Return to:

Land Services USA, Inc.

1 South Church Street, Suite 300

LP

West Chester, PA 19382

~~Philadelphia, PA 19102~~
~~(215) 665-3243~~

REGISTERED NEW

74
1-25-19
\$15.00

20
4

TMP: 54 00 02290 023 (mw)

SENIOR PARCEL DECLARATION OF COVENANTS AND RESTRICTIONS

and made effective as of JANUARY 25, 2019

THIS SENIOR PARCEL DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is made of this 16th day of JANUARY, 2019 by SBLP UPPER DUBLIN, LLC, a limited liability company organized pursuant to the laws of the State of Delaware with a mailing address at c/o South Bay Partners, Inc., 4514 Cole Avenue, Suite 1500, Dallas, TX 75205 (the "Declarant").

WHEREAS, the Declarant is the legal owner of that certain property located more specifically identified as Montgomery County Tax Parcel No. 54 000 2290023 within Upper Dublin Township, Montgomery County, Pennsylvania (the "Property");

WHEREAS, Declarant desires to develop the Property as 250 senior living apartments with structured parking and associated amenities in accordance with (i) the Conditional Use Approval granted by the Upper Dublin Board of Commissioners dated May 9, 2017, for the project known as "Mattison Estate" (the "Conditional Use Approval"); (ii) the Preliminary/Final Subdivision and Land Development Approval granted by the Upper Dublin Board of Commissioners dated March 13, 2018, for the project known as "Mattison Estate" (the "Land Development Approval"); and (iii) the Preliminary/Final Subdivision and Land Developments plans for the project known as "Mattison Estate" prepared by Bohler Engineering dated April 28, 2016, and last revised on December 27, 2018, (the "Land Development Plans") which are being recorded in the Office of the Recorder of Deeds for Montgomery County, Pennsylvania (the "Recorder's Office") contemporaneously with this Declaration; and

WHEREAS, in order to evidence compliance with certain conditions relating to the development of the Property as set forth in the Conditional Use Approval, the Land Development Approval and on the Land Development Plans, Declarant has agreed to enter into this Declaration.

NOW, THEREFORE, in consideration of the premises hereof and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be

legally bound, the Declarant hereby covenants and declares for itself and its successors and assigns as follows:

ARTICLE I – RESTRICTIONS

The development and use of the Property as an a senior independent living campus in accordance with the Conditional Use Approval, the Land Development Approval and the Land Development Plans shall be restricted as follows:

1. The senior independent living campus dwelling units developed on the Property shall be private and occupied by residents that are 55 years of age or over, with accessory uses and supportive social residential services including dining, housekeeping, medical and support services, security and 24-hour monitoring, an emergency call system, as well as recreational facilities which may include amenities such as a fitness center, wellness promotion, exercise programs, educational and special events, laundry services and social and recreational programs, together with accessory uses appropriate for allowing independent older adults to age in place.

2. Each dwelling unit of the senior independent living campus developed on the Property shall contain : (i) a fully private bathroom (including toilet, bathtub and/or shower and vanity/sink), (ii) personal closet space, (iii) the ability to provide for emergency call systems, (iv) lockable entry doors accessible by master key or similar system available at all times in the senior independent living campus residences and for designated staff, and (v) pre-wiring for private telephone, internet and television reception.

3. No less than eighty (80) square feet per dwelling unit on the senior independent living campus developed on the Property shall be provided for community common areas for dining, active and passive recreation, circulation, and socialization, exclusive of hallways and passageways and inclusive of common areas designated in the castle building and areas contiguous to the castle building and senior independent living campus.

4. A dining area or areas shall be provided in the senior independent living campus developed on the Property, together with a private dining room available for the use by residents and their families and guests for private entertaining.

5. The minimum dwelling unit size on the senior independent living campus for a single occupancy shall be 500 square feet, and the minimum dwelling unit size for a double occupancy shall be 700 square feet. No more than 60% of the total number of dwelling units on the senior independent living campus may be double occupancy units.

6. No more than two residents shall be permitted to reside in any dwelling unit on the senior independent living campus, plus a caretaker.

7. The operator of the independent senior living campus developed on the Property shall provide shuttle transportation for residents to shopping venues, the downtown Ambler commercial district, the Southeastern Pennsylvania Transit Authority regional rail and bus depots, and other destinations within a four (4) mile radius of the senior independent living campus.

8. The senior independent living campus owner/operator shall provide private solid waste and recycling collection, and shall be responsible to plow, salt and cinder all sidewalks, walks, trails, private roads and drives during snow and ice conditions; said services will not be provided by the Township of Upper Dublin.

9. The Property shall be owned and the independent senior living campus developed on the Property shall be operated by a for profit entity for twenty (20) years, measured from the date of issuance of a certificate of occupancy for the Property.

ARTICLE II – ENFORCEMENT

1. The Township of Upper Dublin shall have the exclusive right and power to enforce this Declaration, by any proceedings at law or in equity, against the Declarant or any person or persons violating or attempting to violate any provision of this Declaration; to restrain violations; and to require specific performance. The Court of Common Pleas of Montgomery County shall have venue to decide any proceeding at law or in equity to enforce this Declaration.

2. The failure of the Township of Upper Dublin to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE III – MISCELLANEOUS

1. The covenants and restrictions of this Declaration shall run with the land and bind the Property as long as the Property is used as an independent senior living campus in accordance with the Conditional Use Approval, the Land Development Approval and the Land Development Plans.

2. This Declaration shall automatically terminate upon cessation of the use of the Property as an independent senior living campus in accordance with the Conditional Use Approval, the Land Development Approval and the Land Development Plans. Upon cessation of the use of the Property as an independent senior living campus as set forth herein, the Declarant may request that the Township record a termination of this Declaration in the Recorder's Office to evidence the termination although this shall not be necessary for the termination to be effective.


3. This Declaration shall be recorded in the Recorder's Office at the sole cost of the Declarant.

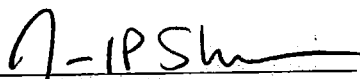
Signature page follows

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first above written.

ATTEST:

SBLP UPPER DUBLIN, LLC


Secretary
Joseph P. McGonigle

By: 
Joel P. Sherman
Vice President

STATE OF TEXAS

:

SS.


COUNTY OF DALLAS

:

ACKNOWLEDGMENT

On this, the 16th day of January, 2019, before me the undersigned officer, personally appeared Joel P. Sherman, who acknowledged that he is the Vice President of SBLP Upper Dublin, LLC, and as such Vice President executed the foregoing ^{Declaration} ~~Development Agreement~~ for the purposes therein contained and desires the same might be recorded as such.

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


Notary Public

