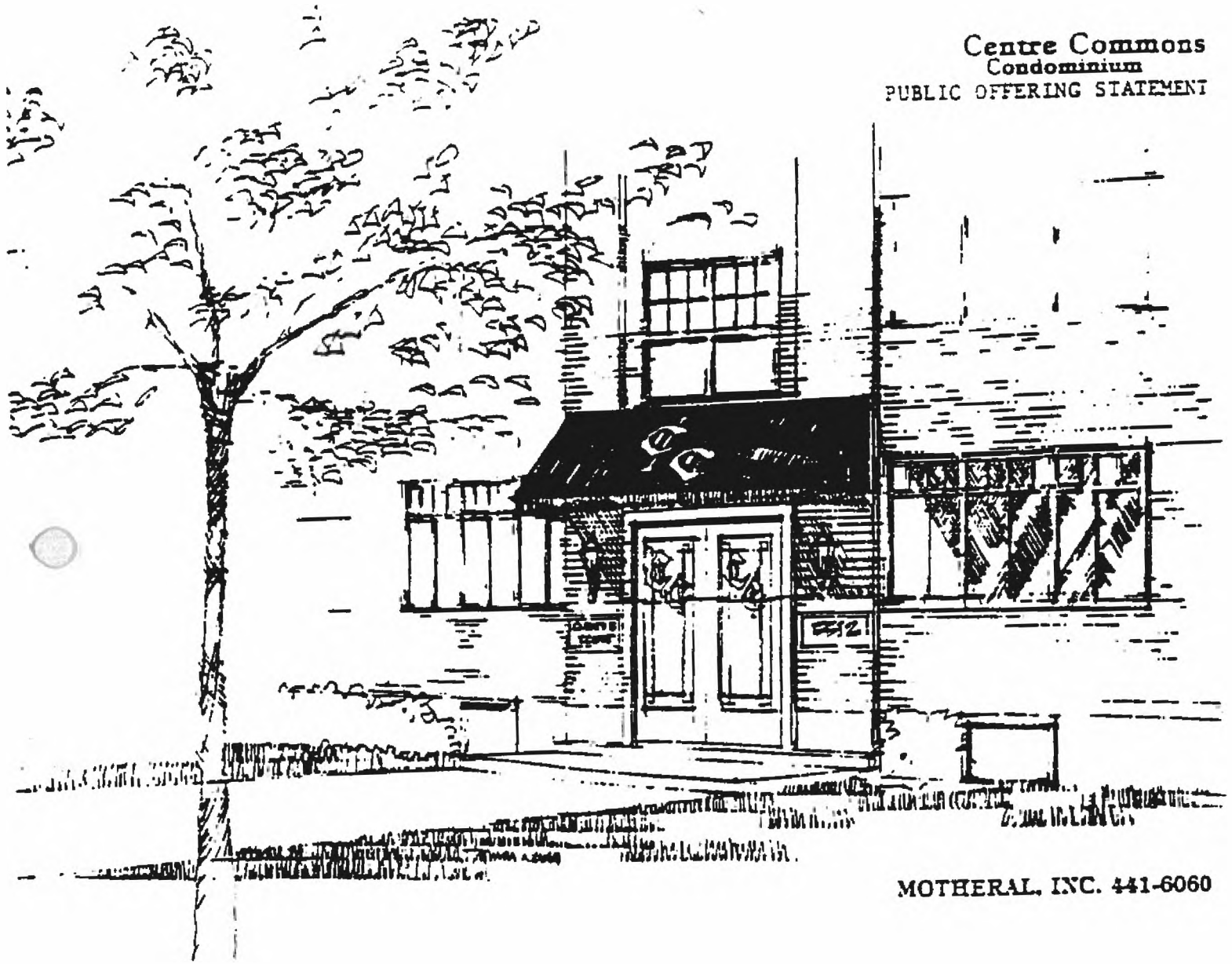
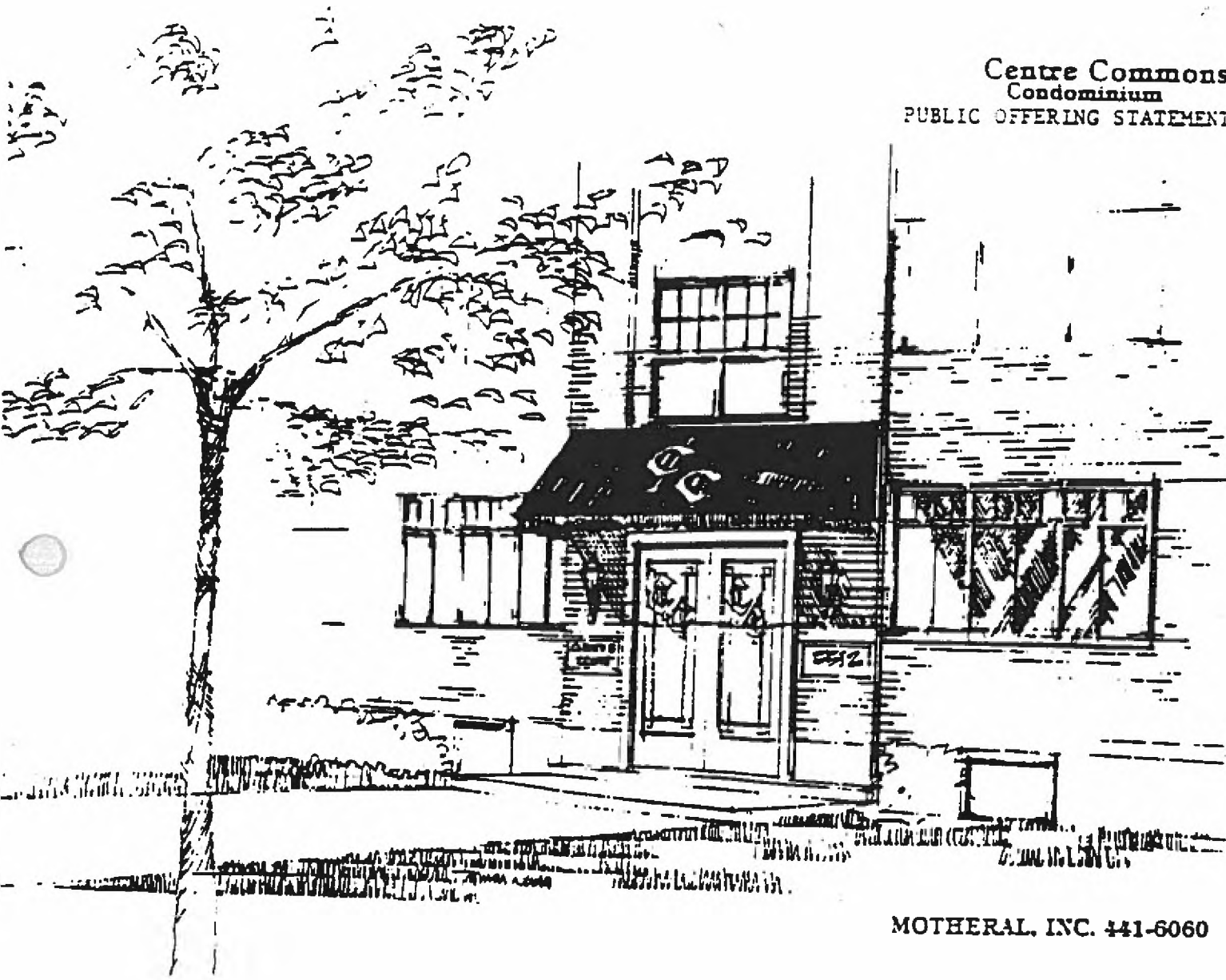


Centre Commons
Condominium
PUBLIC OFFERING STATEMENT



MOTHERAL, INC. 441-6060

Centre Commons
Condominium
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EXHIBITS

The following Exhibits are attached hereto and made part of this Public Offering Statement:

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By-Laws of Centre Commons Condominium Association	27
Rules and Regulations of Centre Commons Condominium	44
Management Agreement	47
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The Declarant

Centre Commons Condominium is being converted by Motheral, Inc., a Pennsylvania corporation, which has completed 18 other condominium projects in the Pittsburgh area.

A Brief Description of Centre Commons Condominium

Centre Commons Condominium is located in the Seventh Ward of the City of Pittsburgh, Allegheny County, Pennsylvania. The legal description of the land is set forth in Exhibit A attached to the Declaration of Condominium. The Condominium consists of two existing three-story brick buildings containing 12 units. Garage parking spaces are available but must be purchased from the Declarant. Laundry facilities are located on the basement level of each building. Generally speaking, each Unit consists of the space bounded by the perimeter walls, floor and ceiling of the Unit. There are no recreational facilities in the condominium. All units and amenities are completely built, although some decorating may be performed after this booklet has been published.

The buildings are serviced by a community sewage system and water and sewage will be common charges paid jointly by all unit owners. Maintenance of the water and sewer lines leading to the Units will be the responsibility of the Association. Electricity service for lights and air conditioning will be provided by the Duquesne Light Company and is individually metered to each Unit. Gas service for heating is provided by Equitable Gas and will also be a common charge paid jointly by all Unit Owners.

Because of the "tax-shelter" and other economic benefits arising from investment ownership of real estate, such as a Unit at Centre Commons Condominium, and based upon Declarant's market analysis and prior experience, it is possible that a number of Units will be purchased by investors. However, Declarant has not set aside any percentage or block of Units for sale to investors. Declarant also reserves the right to rent any Units which are not sold.

The Condominium Documents

The Condominium Declaration, By-Laws and Rules are referred to as the "Condominium Documents" and are included in this booklet. The Declaration is the legal document which creates the Condominium. It establishes and expresses the existence of the Condominium, incorporates the plans showing the location and size of the Units, defines certain terms, and allocates the Percentage Interests in the Common Elements which is the basis for sharing Common Expenses and the number of votes of the Unit Owners. The Declaration may be amended only by a vote of 67% or more of the Unit Owners, subject, in certain instances, to the concurrence of all Unit Owners affected thereby or the holders of mortgages encumbering the Units.

The By-laws are the governing document setting forth the method of management of the Condominium. The Condominium, including Common Elements, is to be managed by the Association of Unit Owners through an Executive Board.

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Unit and Unit Owner of a portion of the funds necessary to operate under such budget. A majority of all Unit Owners may, however, reject any budget or capital expenditure approved by the Executive Board, within 30 days after such approval.

Each Unit's assessment for Common Expenses shall be in proportion to its Percentage Interest. Assessments for Common Expenses are made by the Executive Board and payable by the Unit Owners. If the amount assessed and collected by the Executive Board during any year is not sufficient to cover the actual Common Expenses of the Condominium, 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 Act and in accordance with the By-laws, which provide for a late charge of 5% of each overdue assessment as well as interest at the rate of 15% per annum or such other rate as the Executive Board may determine. In addition, if the Executive Board wishes to expend or borrow monies or incur expenses in an amount greater than 5% of the aggregate of all budgeted expenses for the fiscal year, such expenditures must have the prior approval of two-thirds of all Unit Owners, at either a regular meeting or a meeting called for such purpose.

The Executive Board elects its own officers and may employ a professional management agent for the Condominium on terms which the Executive Board may determine.

Management Agreement

The initial management for Centre Commons Condominium will be performed by Century II Real Estate. At the termination of the initial Management Agreement period (i.e., one (1) year), or upon mutual consent of both parties, the Condominium Association may select another Management Agent. This agreement is also subject to cancellation by the Association under Section 3305 of the Act.

A copy of the Management Agreement for the Centre Commons Condominium is attached hereto. A summary of some of the more significant portions of this Management Agreement is as follows:

- (a) The Management Agent will have complete authority to manage, maintain and operate the Condominium on a day-to-day basis, including engaging and obtaining janitorial and maintenance persons, in accordance with the By-Laws and the policies of the Condominium Association.
- (b) The Management Agent will establish a checking account in the name of the Condominium Association, will collect all monthly Condominium Assessment Fees and will pay the expenses of operating the Condominium. The Management Agent will not pay any unbudgeted expense in excess of \$500 nor incur any liability in excess of \$1,000 without the prior written approval of the Condominium Association.

- (c) The Management Agent will prepare an Annual Budget for the Condominium at least sixty (60) days prior to the beginning of each fiscal year for approval and adoption by the Condominium Association.
- (d) The Management Agent will maintain accounting and office records and will provide monthly statements of income and expense to the Condominium Association.
- (e) The Management Agent's initial compensation for providing its services will be a fee of \$2,000.00 per year.

Association Budget

Since the Association has not been in existence for any previous period of time there is no balance sheet or history of expenses available at the present time. The projected budget for the Association for one year following the date of the first conveyance to a purchaser is attached hereto. This budget was prepared by the Declarant, and is based upon the assumption that each owner will contribute his assessed share and that costs will remain as set forth in the budget for the coming year. This is only an estimated budget and is broken down into the categories of expenditures for the Association and arrives at a projected monthly common expense assessment for each type of Unit.

At the time the unit owners take over operation of the Association they will have the right to determine the quantity and quality of building services to be provided and budget for those services accordingly. Declarant will pay Common Expense assessments for each Unit owned by Declarant, commencing after completion and occupancy of any such Unit. Any expenses paid or provided by the Declarant which may later constitute Common Expenses are identified on the Projected Budget as such.

Fees Due From Purchasers at Closing

At the closing of each unit, the Purchaser will be required to provide, in addition to payment for the condominium unit purchased, sufficient funds to pay for one-half (1/2) of the real estate transfer tax stamps; a pro-rata share of property taxes; title insurance, if any; settlement and recording fees; an amount equal to three (3) months' common charges to establish a reserve fund; and any charges relating to the Purchaser's financing of the unit.

Liens and Encumbrances

The Condominium is subject to an easement for construction and sales activities in favor of Declarant (as set forth in the Declaration) and to easements for utility services as set forth in the Declaration and in the specimen title report attached hereto. Upon the conveyance of a Unit to a purchaser, the Unit and its proportionate share of the common elements will be released from any mortgage on the property.

Description of Financing

Each purchaser will be responsible for obtaining financing for the full Purchase Price of the unit.

Building Improvements

The Declarant intends to make certain improvements to the Building in connection with this offering. These improvements are briefly described in an attachment hereto. The Plans for these improvements will be available for inspection at the office of the Declarant, 5739 Walnut Street, Pittsburgh, Pennsylvania, and will not be changed so as to materially adversely affect any purchaser. The Declarant reserves the right to substitute materials, fixtures, appliances and equipment of substantially equal quality for any of those set forth in the Plans.

Warranties

A. Declarant shall assign (to the extent assignable) and deliver to each purchaser at settlement all guarantees and warranties Declarant has received on the systems and appliances contained in the Units.

B. In addition to the foregoing and as required by the Act, Declarant warrants against structural defects in components installed by the Declarant, work done or improvements made by the Declarant. 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 stability or safety of the structure below acceptable standards, or (B) restrict the normal intended use of all or any part of the structure.

The foregoing structural warranty shall not be construed to make Declarant responsible for any items of maintenance relating to the Unit or the Common Elements. The warranty described above will expire as follows:

(i) as to Units, this warranty begins on the date that the Unit is conveyed to the purchaser and continues for a period of two years thereafter; and

(ii) as to each Common Element as to which the Declarant makes this warranty, the warranty begins on the date of completion of such Common Element and continues for a period of two (2) years thereafter.

C. Declarant warrants that the Unit and the Common Elements have been inspected for structural and mechanical defects and that any such defects found have been repaired.

EXCEPT AS SET FORTH ABOVE, THE UNIT, THE COMMON ELEMENTS, AND ALL PERSONAL PROPERTY TO BE SOLD IS SOLD "AS IS", WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR HABITABILITY.

Judgments and Lawsuits

There are no judgments against the Association and there are no lawsuits pending against or material to the Condominium of which the Declarant has any knowledge.

Deposits

Any deposits made in connection with the purchase of a Unit shall be held in a non-interest-bearing escrow account in accordance with the provisions of Section 3408 of the Act. Any such deposit will be returned to the purchaser if he cancels an Agreement of Sale pursuant to Section 3406 of the Act.

Restraints on Alienation

The Association has a right of first refusal on all resales of Units in the Condominium, as described in Section 6.4 of the Declaration. In addition, a Unit Owner may not lease or sublease his Unit except as provided in the Declaration or give a mortgage on his Unit except as permitted by the Declaration.

Insurance Coverage

The Act requires that the Executive Board and the Association obtain and maintain insurance coverage for the Condominium as follows:

(1) Hazard insurance against all risks of physical loss commonly insured against. Such insurance shall cover both the Units and Common Elements, but not improvements and betterments installed by Unit Owners. SUCH IMPROVEMENTS AND BETTERMENTS ARE NOT COVERED BY THIS INSURANCE AND EACH UNIT OWNER SHOULD MAINTAIN SEPARATE INSURANCE FOR SUCH PROPERTY AS WELL AS THE CONTENTS OF THE UNIT. The Association's hazard insurance must be in an amount equal to 80% of the actual cash value of the property insured, exclusive of land, excavations, foundations and similar items. All proceeds of this policy will be payable to the Association.

(2) Comprehensive liability insurance insuring Unit Owners (in their capacity as Unit Owners), members of the Executive Board and any management agent against any liability to the public or to the Unit Owners, their tenants or invitees. The initial limits of liability shall be \$500,000.00 for death or personal injury to any one person, \$1,000,000.00 for death or personal injury in any single occurrence and \$100,000.00 for property damage in any single occurrence. EACH UNIT OWNER SHOULD MAINTAIN HIS OWN LIABILITY INSURANCE FOR HIS OWN UNIT AND INSURANCE ON HIS OWN PERSONAL PROPERTY.

The Association may carry such other policies of insurance it deems appropriate to protect the Association or Unit Owners.

In the event that any building is damaged or destroyed, such damage or destruction shall be repaired by the Association, using the available proceeds of insurance, unless 80% of the Unit Owners, including every owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild, provided in Section 3312(g) of the Act.

Fees and Charges

Except for the Common Expense assessments referred to above (and described in the Budget), Declarant does not expect to cause or have any other charges imposed upon the Unit Owners for the use of Common Elements or other facilities related to the Condominium.

Unusual Circumstances

To the best of the Declarant's knowledge and information there are no unusual circumstances or characteristics affecting the Condominium or the Units therein.

Reserves

A combined working capital and capital reserve fund is being started by collecting a fee at each closing in an amount equal to three months' common charges for the unit sold. This fund will be placed in an interest-bearing account in the name of the condominium association.

Structural Components

Attached hereto is a report prepared by Alan Jesse Cuteri, an independent architect. Based on this report, Declarant represents that the age and present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the Condominium are as set forth therein and that said exhibit contains its best estimate of the estimated useful life of and current replacement cost of each item.

Parking Arrangements

Garage parking spaces are located behind the building and will be assigned by the Declarant to Unit Owners on payment of the designated fee. The right to use a parking space will run with the Unit as a Limited Common Element.

DECLARATION OF CONDOMINIUM

for

CENTRE COMMONS CONDOMINIUM

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1.1. Declarant; Property; County; Name. MOTHERAL, INC., a Pennsylvania corporation (the "Declarant"), hereby submits the Real Estate located in the City of Pittsburgh, Allegheny County, Pennsylvania,, including all easements, rights and appurtenances thereunto belonging and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 PA. C.S. §3101 et. seq. (the "Act"), and hereby create with respect to the Property a condominium, to be known as "Centre Commons Condominium" (the "Condominium").

Section 1.2. Easements and Licenses. The following are the recorded easements and licenses affecting the Real Estate hereby submitted to the Act:

a. Coal and mining rights and all rights and privileges incident to the mining of coal heretofore conveyed or reserved by instruments of record; right of surface, lateral or subjacent support; or any surface subsidence.

b. Easements and servitudes apparent from an inspection of the premises.

c. Rights or claims of parties in actual possession of the property other than the owners.

d. Zoning ordinances of the City of Pittsburgh.

Section 1.3. Defined Terms.

1.3.1. Terms Defined in the Act. Capitalized terms not otherwise defined herein or in the Plats and Plans shall have the meanings specified or used in the Act.

1.3.2. Terms Defined Herein. The following terms shall have specific meanings herein as follows:

a. "Association" means the unit owners' association of the Condominium and shall be known as the "Centre Commons Condominium Association."

b. "Building" means any building included in the Property.

c. "Common Expenses" shall mean those expenses for which the Association is responsible under this Declaration and the Act including, but not limited to, the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common Elements; the cost of utilities metered to more than one Unit; costs of trash collection and removal; costs of management and administration of the Association including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; the costs of all landscaping, snow removal and other services benefitting the Common Elements; the costs of fire, casualty and liability insurance, workers' compensation insurance, errors and omissions and director, officer and agent liability insurance, and other insurance covering the Common Elements and the directors, officers and agents of the Association; taxes paid by the Association; and the costs of any other expenses incurred by the Association for the common benefit of the Unit Owners.

d. "Condominium" means the Condominium described in Section 1.1 above.

e. "Declarant" means the Declarant described in Section 1.1 above and all successors to any Special Declarant Rights.

f. "Declaration" means this document, as the same may be amended from time to time.

g. "Executive Board" means the Executive Board of the Association.

h. "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "C" attached, as the same may be amended from time to time.

i. "Limited Common Elements" means the Common Elements described as such in the Act, including the indoor storage lockers and garage parking spaces, as shown on the Plans and Plans.

j. "Reserved Common Elements" means portions of the Common Elements which the Executive Board may designate as such from time to time pursuant to Section 3.2 hereof.

k. "General Common Expenses" means Common Expenses excluding Limited Expenses.

l. "Limited Expenses" means the Common Expenses described as such in Section 3.14(c) of the Act as modified by Section 2.4 of this Declaration.

m. "Plats and Plans" means the Plats and Plans being recorded contemporaneously herewith in the office of Recorder of Deeds of Allegheny County, Pennsylvania as the same may be amended from time to time, which are hereby incorporated herein as Exhibit B.

n. "Property" means the Property described in Section 1.1 above.

o. "Unit" means a Unit as described herein and in the Plats and Plans.

p. "Permitted Mortgage" means any mortgage to the seller of a Unit and a first mortgage to (i) the Declarant; (ii) a bank, trust company, savings bank, savings and loan association, mortgage service institutional investor or lender; (iii) any other mortgagee approved by the Executive Board. A holder of a Permitted Mortgage is referred to herein as a "Permitted Mortgagee".

ARTICLE II

ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; MAINTENANCE RESPONSIBILITIES

Section 2.1. Plats and Plans. The location and dimensions of the Building and other improvements comprising the property and the location of the Units, Common Elements and Limited Common Elements of the Condominium are shown on the Plats and Plans.

Section 2.2. Percentage Interests. Attached as Exhibit "C" hereto is a list of all Units by their identifying Numbers and the Percentage Interest allocated to each Unit, determined by a fraction having one (1) as the numerator and as a denominator the total number of Units in the condominium at the time the instrument is recorded. The Percentage Interest shall determine the share of the Common Expense liability appurtenant to each Unit.

Section 2.3. Unit Boundaries and Contents.

(a) Main Building. The title lines or boundaries of each Unit are situated as shown on the Plats and Plans and described as follows: All perimeter walls, floors, ceilings, doors and windows within or comprising part of each Unit.

(b) Other. Each Unit shall also consist of:

(1) The finished or decorated surfaces, including paint, lacquer, varnish, wallpaper, paneling, tile, carpeting and any other

material applied to wall, floor or ceiling areas; both sides of all doors and windows in interior and perimeter walls;

(2) All built-in and installed fixtures and equipment located within a Unit for the exclusive use of the Unit, commencing at the point of connection with the structural part of the Building and with utility pipes, lines or systems serving the Building, including furnaces, water heaters and ductwork and piping serving only one Unit; and

(3) All spaces, interior partitions and other fixtures and improvements within the title lines described above. Each Unit shall also include the items within the title lines described in §3202 of the Act which are appurtenant to the Unit.

Section 2.4. Maintenance Responsibilities: Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of §3307 of the Act, except as expressly set forth to the contrary herein. All Common Expenses associated with the maintenance of a Limited Common Element shall be assessed as Limited Expenses against the Units to which such Limited Common Element was assigned at the time the expense was incurred in the same proportions as the respective Percentage Interests of all such Units. Structural repairs or replacements of all General Common Elements, including but not limited to the roof and landscaped areas, shall be the responsibility of the Association, the costs to be charged as General Common Expenses. In addition, the Association may provide for Association maintenance of unit components where such items involve matters of concern relative to the general health, safety and welfare of all occupants of the Building and may promulgate guidelines governing the division of maintenance and repair responsibilities between the Unit Owner and the Association. Cost of maintenance of Limited Common Elements shall be the responsibility of the owners of said Limited Common Elements, jointly and severally. The cost of any structural repairs to the garage shall be divided equally among all of the owners of garage parking spaces and shall not be charged against Owners who do not use the garage.

Section 2.5. Relocation of Unit Boundaries: Relocation of boundaries between Units and conversion of Units by the Declarant will be permitted subject to compliance with the provisions of §§3214 and 3215 of the Act. Subdivision or conversion of Units by the Declarant pursuant to §3215(c) of the Act may not result in more than ten (10) additional Units. Unit Owners may not subdivide Units after the initial purchase from Declarant. Declarant shall also have the right to convert Common Elements to Limited Common Elements.

ARTICLE III

LIMITED AND RESERVED COMMON ELEMENTS

Section 3.1. Limited Common Elements. Portions of the Common Elements are marked on the Plats and Plans as "Limited Common Elements" including the storage lockers and garage parking spaces. Declarant reserves the right to make the initial assignment of the parking spaces and storage areas as Limited

Common Elements for the exclusive use of certain Unit Owners to whose Units these parking spaces and storage areas shall become appurtenant. The Declarant may assign such Limited Common Element parking spaces or storage areas pursuant to the provisions of Section 2209 of the Act by making such an assignment in a written instrument of assignment or in the deed to the Unit to which such Limited Common Element shall be appurtenant or by recording an appropriate amendment to this Declaration. Such assignments by the Declarant may be to Units owned by the Declarant.

Section 3.2. Designation of Reserved Common Elements. Reserved Common Elements are those parts of the Common Elements which the Executive Board may designate from time to time for use by less than all of the Unit Owners or by non-owners of any Units for specified periods of time or by only those persons paying fees or satisfying other reasonable conditions for use as may be established by the Executive Board. Included in the Reserved Common Elements shall be the laundry room and such other areas as the Executive Board may designate.

ARTICLE IV

EASEMENTS

Section 4.1. Additional Easements. In addition to and in supplementation of the easements provided for by §§3216, 3217, 3218 of the Act, the following easements are hereby created:

a. Declarant's Use for Sales Purposes. Declarant shall have the right to maintain sales offices, management offices and models throughout the Property. Declarant reserves the right to place models, management offices and sales offices on any portion of the Common Elements in such manner, of such size and in such locations as Declarant deems appropriate or to use any Unit for such purposes. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Common Elements. Upon the relocation of a model, management office or sales office constituting a Common Element, Declarant may remove all personal property and fixtures therefrom. Any fixtures not so removed shall be deemed Common Elements, and any personal property not so removed shall be deemed the property of the Association.

b. Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, the Association, 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 Association, or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), electric wires, conduits and equipment and ducts and vents over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this

Section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

c. Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements not located within the Building for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or to take any other action reasonably necessary to achieve this purpose, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

d. Signs. Declarant shall have the right to maintain on the property such advertising signs as Declarant in its sole discretion may deem appropriate, provided that such signs comply with applicable governmental requirements. Declarant may from time to time relocate such advertising signs.

e. Construction Easement. Until the expiration of five (5) years after the date thereof, the Declarant shall have an easement through the Units and the Common Elements for access or any other purposes necessary to complete any renovations or work to be performed by the Declarant.

ARTICLE V

AMENDMENT OF DECLARATION

Section 5.1. Amendment Procedure. This Declaration may be amended only in accordance with the procedures specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 thereof and the express provisions of this Declaration.

Section 5.2. Rights of Permitted Mortgagees. Subject to the limitations imposed by Section 3221 of the Act and except as set forth below, no amendment of this Declaration may be made without the prior written approval of all Permitted Mortgagees if and to the extent that such approval is required by the Act or if and to the extent that such amendment would have the effect of (i) terminating or abandoning the Condominium (except for termination or abandonment as a result of taking of all the Units by eminent domain); (ii) abandoning, encumbering, selling or transferring the Common Elements; (iii) partitioning or subdividing any Unit or the Common Elements; or (iv) changing the Percentage Interests of any Unit Owners. Such approval shall not be required with respect to any Amendment pursuant to Articles VI, VII or VIII below. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this Section.

Section 5.3. Other Amendments. If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plats and Plans which is defective or inconsistent with any other provision hereof or appearing or failing to appear in the Plats and Plans which is incorrect, defective or similarly inconsistent, or if such amendment is necessary to conform to then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to Condominium projects, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Unit Owners or Permitted Mortgagees, upon receipt by the Executive Board of an opinion from independent registered architect or licensed professional engineer in the case of any such amendment to the Plats and Plans. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgement by one or more officers of the Executive Board.

ARTICLE VI

USE RESTRICTIONS

6.1. Use and Occupancy of Units and Common Elements: The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

a. All Units, or any two or more adjoining Units used together, shall be used only as a residence for a single family (or housekeeping Unit) or such other uses permitted by this Declaration. With the prior consent of the Executive Board, portions of the Common Elements may be used for any lawful commercial purposes, not inconsistent with all applicable laws, codes or ordinances. No Unit owner shall permit his Unit to be used or occupied for any prohibited purpose.

b. Except as set forth in subparagraph "a" above, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained, or permitted on any part of the Property. Except for a single small, non-illuminated name sign on the door of a Unit, no signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Executive Board. The right is reserved by the Declarant or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the Common Elements, and the right is hereby given to any Permitted Mortgagee, who may become the Owner of any Unit, to place such signs on any Unit owned by such Permitted Mortgagee.

c. There shall be no obstruction or alteration of the Common Elements nor shall anything be stored in or on the Common Elements without the prior consent of the Executive Board except as herein expressly provided. The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items visible on the exterior of the Buildings, shall be subject to the Rules and Regulations of the Executive Board.

d. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Executive Board, which consent may be conditioned upon the Unit Owner of such Unit being required to bear the full amount of such increase. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body or which will result in the cancellation of any insurance maintained by the Executive Board. No waste shall be committed in the Common Elements.

e. No person shall create a nuisance on the Property or engage in any use or practice which interferes with the peaceful possession or proper use of any of the Units or of the Common Elements.

f. No Unit Owner, or Occupant shall (i) make any installation which extends beyond the physical limits of Unit Owner's or Occupant's Unit into the Common Elements; (ii) paint or otherwise alter the structure, form or appearance of the exterior portion of any wall, window, door or other portion of the Property which is visible from outside of such Unit; or (iii) place any sign, notice, advertisement or the like on any part of the Property which is visible from outside of such Unit.

g. No Unit Owner shall do any work or any other act which would jeopardize the soundness or safety of the Property or any part thereof, or impair any easement or hereditaments without the unanimous consent of the Unit Owners affected thereby.

h. No animals of any kind shall be raised, bred or kept in the condominium, except as specifically authorized by the Rules and Regulations adopted from time to time by the Executive Board.

6.2. Additions, Alterations or Improvements to Units. No Unit Owner shall make or permit any addition, alteration or improvement to his Unit which could or might affect the structural integrity of the Building. No Unit Owner shall make or permit any other structural change, addition, alteration or improvement in or to his Unit without the prior written consent of the Executive Board, which shall not be unreasonably withheld, and, if such change so consented to would result in rendering inaccurate the description of that Unit on the Plats and Plans, it shall not be undertaken until the Plats and Plans have been duly amended at the cost and expense of such Unit Owner. Requests for such consent shall be accompanied by detailed plans and specifications showing the proposed addition, alteration or improvement, and shall name the contractors and subcontractors to be employed. The Executive Board shall act upon requests within thirty (30) days after receipt thereof, and shall be deemed to have acted favorably in cases where no response is made within that period. Application to any governmental authority for necessary permits shall be made only by the Executive Board as agent for and at the expense of the Unit Owner, without incurring any liability to such authority or to any contractor, subcontractor or materialman or to any person having any claim for injury to person or damage to property from such work.

6.3. Rules and Regulations: Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be adopted from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

6.4 Right of First Refusal. Any owner who wishes to sell his or her Unit shall, at least ten (10) days prior to accepting any offer to sell, give to the Association written notice of the terms of such offer, which notice shall specify the name and address of the offeror. If, within said ten-day period, time being of the essence, the Association or its nominee submits to the Owner an identical or more favorable offer, the Owner must accept the offer of the Association in preference to the original offer. If the Association does not make an offer within said ten-day period, time being of the essence, then the Owner may sell his or her Unit to the original offeror. The Association shall have sole discretion in this matter and no vote or approval of the Unit Owners is required. Any holder of a mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage or any purchaser at a Sheriff's sale of the Unit or any mortgagee, or its designee, who accepts a Deed for the Unit in lieu of foreclosure, shall be exempt from the provisions of this section with respect to their obtaining title to the Unit. Thereafter they shall be subject to the provisions of this paragraph.

ARTICLE VII

MORTGAGES

7.1. Permitted Mortgages. A Unit Owner other than the Declarant or the Executive Board may not voluntarily encumber or subject his or its Unit to any lien, other than the lien of a Permitted Mortgage. Whether or not they expressly so state, all such Permitted Mortgages and the obligations secured thereby shall be deemed to provide, generally, that the Permitted Mortgage, and the rights and obligations of the parties thereto, shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Permitted Mortgagee shall have no right (a) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (b) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Prop. other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit. No Unit Owner shall deliver any Permitted Mortgage, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed Permitted Mortgagee. Upon receipt of notice of a Permitted Mortgage, the Secretary of the Executive Board shall instruct the insurer of the Property to add the name of the Permitted Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Permitted Mortgagee with a Certificate of Insurance showing that the Permitted Mortgagee's name has been so added. The Secretary

shall maintain a register of such Permitted Mortgages, showing the names and addresses of the Permitted Mortgagees.

7.2. Rights of Permitted Mortgagees: Upon the specific written request of a holder of a mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

a. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of the Unit covered by the mortgage;

b. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Unit Owners;

c. Copies of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;

d. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;

e. Notice of substantial damage to or destruction of any Unit (the repair of which would cost in excess of \$1,000) or any part of the Common Elements (the repair of which would cost in excess of \$10,000);

f. Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

g. Notice of any default by the owner of the Unit which is subject to the mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

h. The right to examine the books and records of the Executive Board at any reasonable time; or

i. Notice of any decision by the Executive Board to terminate professional management and assume self-management of the Property.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the validity of any request made by a mortgagee hereunder.

Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

ARTICLE VIII

LEASING

A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that: (1) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than one year; (2) no Unit may be leased or subleased without a written lease or sublease on the form approved by the Allegheny County Bar Association, with Condominium Rider attached, or other form approved by the Executive Board; (3) a copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and (4) a breach of the Declaration, By-laws or Rules and Regulations of the Condominium shall constitute a default under the lease or sublease and the lessee or sublessee shall be bound by and subject to the Declaration, By-laws and Rules and Regulations of the Condominium.

ARTICLE IX

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

9.1. Monthly Payments: All Common Expense assessments made in order to meet the requirements of the Association's annual budget shall be deemed to be adopted and assessed on a monthly basis (rather than on an annual basis payable in monthly installments) and shall be due and payable in advance on the first day of each month. Special assessments and fines shall be due and payable in one or more monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

9.2. Subordination of Certain Charges: Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to §§3302(a) (10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit.

9.3. Surplus: The budget of the Association shall segregate Limited Expenses from General Common Expenses. Any amounts accumulated from assessments and income from the operation of the Common Elements in excess of the amount required for actual expenses and reserves for future expenses shall be credited to each Unit Owner in accordance with their Percentage Interests, said credits to be applied to the next monthly assessments of General or Limited Common Expenses due from said Unit Owners under the current fiscal year's budget, and thereafter, until exhausted.

9.4. Limitation on Expenditures: There shall be no structural alterations, capital additions to, or capital improvements on the Common Elements (other than for purposes of repairing, replacing and restoring portions of the Common Elements) requiring an expenditure in excess of ten percent of the Association's total budget for that fiscal year without the prior approval of a majority of the Unit Owners entitled to vote.

9.5. Reserve: Each annual budget for Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a

reserve for replacements, contingencies, capital expenditures, working capital and deferred maintenance. To initiate such reserve, the Declarant shall collect from each of its grantees, at time of settlement a sum equal to three (3) times the monthly common charge for that unit based on the current budget of the association, and shall remit such amount to the Association. In addition, the Executive Board shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

9.6. Accounting: Within One Hundred Twenty (120) days after the end of the fiscal year of the Association, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

9.7. Interest and Charges: All sums assessed by the Executive Board against any Unit Owner shall bear interest thereon at the rate of fifteen (15%) percent per annum or such other rate as may be determined by the Executive Board from the tenth (10th) day following default in payment of any assessment when due. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessment by legal proceedings or otherwise, and (ii) any amounts paid by the Executive Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

ARTICLE X

DECLARANT'S RIGHTS

10.1. Control: Election of the members of the Executive Board shall be subject to the following conditions:

a. Until the 60th day after conveyance of three (3) Units to Unit Owners other than Declarant, Declarant shall have the right to appoint and remove any and all officers and members of the Executive Board. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant.

b. Not later than 60 days after conveyance of three (3) units to Unit Owners other than Declarant, one of the three initial members of the Executive Board shall be elected by Unit Owners other than Declarant.

c. Not later than the earlier of (i) five years after the date of the recording of this Declaration, or (ii) 180 days after nine (9) of the Units have been conveyed to Unit Owners other than Declarant,

all 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 a new Executive Board.

10.2. Declarant Owned Units: Declarant will only be required to pay its pro-rata share of actual operating expenses of the Building for any Units which it owns but which are not occupied by Declarant (or a tenant of Declarant).

ARTICLE XI

LIMITATION OF LIABILITY

11.1. Limited Liability of the Executive Board. The Executive Board, and its members in their capacity as members, officers and employees:

a. Shall not be liable for the failure of any service to be obtained by the Executive Board and paid for by the Association, or for injury or damage to Persons or property caused by the elements or by another Unit Owner or person on the Property, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from the outside or from any part of the Building, or from any of its pipes, drains conduits, appliances, or equipment, or from any other place unless in each such instance such injury or damage has been caused by the willful misconduct or gross negligence of the Association or the Executive Board;

b. Shall not be liable to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligence or otherwise, except for the Executive Board members' own willful misconduct or gross negligence;

c. Shall have no personal liability in contract to a Unit Owner or any other person or entity under any agreement, check, contract, deed, lease, mortgage, instrument or transaction entered into by them on behalf of the Executive Board or the Association in the performance of the Executive Board members' duties;

d. Shall not be liable to a Unit Owner, or such Unit Owner's tenants, employees, agents, customers or guests, for loss or damage caused by theft of or damage to personal property left by such Unit Owner or his tenants, employees, agents, customers or guests in a Unit, or in or on the Common Elements or Limited Common Elements, except for the Executive Board members' own willful misconduct or gross negligence;

e. 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 or for them, except for the Executive Board members' own willful misconduct or gross negligence in the performance of their duties; and

f. Shall have no personal liability arising out of the use, misuse or condition of the Building, or which might in any other way be assessed against or imputed to the Executive Board members as a result of or by virtue of their performance of their duties, except for the Executive Board members' own willful misconduct or gross negligence.

11.2 Indemnification. Each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding in which he may become involved by reason of his being or having been a member and/or officer of the Executive Board, or any settlement of any such proceeding, whether or not he is an Executive Board member, officer or both at the time such expenses are incurred, except in such cases wherein such Executive Board member and/or officer is adjudged guilty of willful misconduct or gross negligence in the performance of his duties; provided that, in the event of a settlement, this indemnification shall apply only if and when the Executive Board (with the affected member abstaining if he is then an Executive Board member) approves such settlement and reimbursement as being in the best interests of the Association; and provided further that, indemnification hereunder with respect to any criminal action or proceeding is permitted only if such Executive Board member and/or officer had no reasonable cause to believe his conduct was unlawful. The indemnification by the Unit Owners set forth in this Section shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense and shall be assessed and collectible as such. Such right of indemnification shall not be deemed exclusive of any other rights to which such Executive Board member and/or officer may be entitled as a matter of law or agreement or by vote of the Unit Owners or otherwise.

11.3 Defense of Claims. Complaints brought against the Association, the Executive Board or the officers, employees or agents thereof in their respective capacities as such, or the Condominium as a whole, shall be directed to the Executive Board of the Association, which shall promptly give written notice thereof to the Unit Owners and the holders of any mortgages on Units and such complaints shall be defended by the Association. The Unit Owners and the holders of mortgages on Units shall have no right to participate in such defense other than through the Association.

11.4 Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth above, if and to the extent reasonably available.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this _____ day of _____, 1986.

ATTEST:

MOTHERAL, INC.

By _____

(CORPORATE SEAL)

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL THAT CERTAIN lot or piece of ground situate in the Seventh (7th) Ward of the City of Pittsburgh, County of Allegheny and Commonwealth of Pennsylvania, being bounded and described as follows:

BEGINNING at a point on the Southerly side of Centre Avenue distant thereon 472.95 feet Southwestwardly from the Southwesterly corner of Centre and South Negley Avenues; thence South 18° East along line of property now or formerly of C.M. and K.E. Graham, a distance of 150 feet to the Northerly line of an alley, 20 feet in width; thence South 72° West, along said line of said alley, 99.50 feet to a point on the line of land now or formerly of J.A. Duncan; thence North 18° West along line of land now or formerly of J.A. Duncan, a distance of 150 feet to the Southerly line of Centre Avenue; and thence by said line of said Avenue, North 72° East, 99.50 feet to the PLACE OF BEGINNING.

EXHIBIT B

THE PLATS AND PLANS FOR CENTRE COMMONS CONDOMINIUM
WERE RECORDED CONTEMPORANEOUSLY HEREWITH
IN THE OFFICE OF THE RECORDER OF DEEDS
OF ALLEGHENY COUNTY, PENNSYLVANIA

EXHIBIT C

CENTRE COMMONS CONDOMINIUM

INTEREST IN COMMON ELEMENTS APPURTENANT TO EACH UNIT

<u>Unit No.</u>	<u>Unit Type</u>	<u>Percentage Interest</u>
Building 5512		
1		8.3333%
2		8.3333%
3		8.3333%
4		8.3333%
5		8.3333%
6		8.3333%
Building 5514		
1		8.3333%
2		8.3333%
3		8.3333%
4		8.3333%
5		8.3333%
6		8.3337%
		<u>100.0000%</u>

BY-LAWS

OF

CENTRE COMMONS CONDOMINIUM ASSOCIATION

ARTICLE I

Introductory Provisions

1.1. Applicability. These By-Laws provide for the governance of the Condominium Association created by the recording of the Declaration of Condominium for Centre Commons Condominium in the office of Recorder of Deeds of Allegheny County, Pennsylvania at Deed Book Volume _____, page _____, pursuant to the requirements of Section 3306 of the Pennsylvania Uniform Condominium Act ("the Act").

1.2. Definitions. Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration of Condominium or, if not defined therein, the meanings specified or used for such terms in the Act.

1.3. Compliance. Pursuant to the provisions of the Act, every Unit Owner and all Persons who occupy a Unit shall comply with these By-Laws.

1.4. Office. The office of the Condominium, the Association, and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

ARTICLE II

The Association

2.1. Composition. The Association is hereby organized on the date hereof as an unincorporated association. The Association shall consist of all of the Unit Owners acting as a group in accordance with the Act, the Declaration and these By-Laws. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board or Managing Agent as more particularly set forth in these By-Laws.

2.2. Annual Meetings. The annual meetings of the Association shall be held in the month of June of each year on a date designated by the Executive Board. At such annual meetings the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.3 of these By-Laws

(subject to Article X of the Declaration) and such other business as may properly come before the meeting may be transacted.

2.3. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

2.4. Special Meetings.

a. The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary by Unit Owners entitled to cast at least 25% of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. Such meeting shall be held within 45 days after receipt by the President or Secretary of said resolution or petition; provided, however, if the purpose includes the consideration or the rejection of a budget or capital expenditure pursuant to Section 5.8 below, such meeting shall be held within 15 days after receipt of said resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

b. Within sixty (60) days after conveyance of twenty-five percent (25%) of the Units to Unit Owners other than the Declarant, a special meeting of the Association shall be held at which two of the members of the Executive Board designated by the Declarant shall resign (such members to be selected by the Declarant), and the Unit Owners, excluding the Declarant as a Unit Owner, shall thereupon elect successor members of the Executive Board to act in the place and stead of the members resigning. Such successor members shall serve until the annual meeting of the Association following the meeting at which he was elected.

c. Within sixty (60) days after the date by which all Declarant appointed members of the Executive Board must resign pursuant to Article X of the Declaration, a special meeting of the Association shall be held at which all of the members of the Executive Board designated by the Declarant shall resign, and the Unit Owners, including the Declarant if the Declarant owns one or more Units, shall thereupon elect successor members of the Executive Board to act in the place and stead of those resigning. The successor member receiving the highest number of votes shall serve until the second annual meeting of the Association following the date of the election of the successor to the member elected pursuant to subparagraph b above, and the successor member receiving the next highest number of votes shall serve until the first annual meeting of the Association following the date of the election of the successor to the member elected pursuant to subparagraph b above.

d. Notwithstanding the foregoing, if any meeting required pursuant to subparagraphs b and c above could be held on the date an annual meeting of the Association is scheduled, then such meeting(s) shall be held concurrently with such annual meeting.

2.5. Notice of Meetings. The Secretary shall give to each Unit Owner a notice of each annual or regularly-scheduled meeting of the Association at least twenty but not more than sixty days, and of each special meeting of the Unit Owners at least ten but not more than forty-five days, prior to such meeting, stating the time, place and purpose thereof. The giving of a notice of meeting in the manner provided in this Section and Section 8.1 of these By-Laws shall be considered service of notice.

2.6. Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than forty-eight hours after the time for which the original meeting was called.

2.7. Voting. At all meetings of the Association each Unit Owner is entitled to one (1) vote for each Unit owned. Any Unit Owner who is more than forty-five (45) days delinquent in the payment of any assessments shall not be entitled to vote. Where the ownership of a Unit is in more than one Person, the Person who shall be entitled to cast the vote of such Unit shall be the Person named in a certificate executed by all of the owners of such Unit and filed with the Secretary or, in the absence of such named Person from the meeting, the person who shall be entitled to cast the vote of such Unit shall be the Person owning such Unit who is present. If more than one Person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement pursuant to Section 3310(a) of the Act. There shall be deemed to be unanimous agreement if any one of the multiple owners casts the votes allocated to that Unit without protest being made promptly to the Person presiding over the meeting by any of the other Owners of the Unit. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. Subject to the requirements of the Act, wherever the approval or disapproval of a Unit Owner is required by the Act, the Declaration or these By-Laws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Association. Except with respect to election of members of the Executive Board and except where a greater number is required by the Act, the Declaration or these By-Laws, the owners of more than fifty percent of the aggregate Percentage Interests in the Condominium voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association. Any specified percentage of the Unit Owners means the Unit Owners owning such Percentage Interests in the aggregate. In all elections for Executive Board members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit Owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected and, if Executive Board members are being elected to unequal terms, the candidates receiving the highest number of votes shall be elected to the longest terms. Except as set forth in Section 2.4 (b) and (c), if the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

2.8. Election by Mail. All matters which might be voted upon at a meeting of the Unit Owners, including, but not limited to, the election of members of the Executive Board, may also be submitted, at the election of the Executive Board, to the Unit Owners by a mail ballot. The Executive Board shall prepare for distribution an official ballot form and shall circulate a ballot to each Unit Owner authorized to vote pursuant to paragraph 2.7 above as if a meeting were being held on the date of the ballot. All Unit Owners shall be required to execute the ballot unless a certificate has been filed with the Secretary of the Association naming the person from among the Unit Owners who shall be authorized to vote for the Unit. Such certificate shall be valid unless revoked by a subsequent certificate similarly executed. Ballots shall be distributed and counted in accordance with Rules and Regulations to be adopted by the Executive Board.

2.9. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a Permitted Mortgagee or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

2.10. Quorum. Except as set forth below, the presence in person or by proxy of Unit Owners having twenty percent or more of the aggregate Percentage Interests at the commencement of a meeting shall constitute a quorum at all meetings of the Unit Owners Association. If a meeting is adjourned pursuant to Section 2.6 above, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if persons entitled to cast ten percent of the votes which may be cast for the election of the Executive Board are present in person or by proxy at the beginning of the meeting.

2.11. Conduct of Meetings. The President (or in his absence, one of the vice-presidents) shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Declaration, these By-Laws or the Act. All votes shall be tallied by tellers appointed by the President.

ARTICLE III

Executive Board

3.1. Number and Qualification. The affairs of the Association shall be governed by an Executive Board. The Executive Board shall be composed of not less than three nor more than five natural persons, all of whom shall be Unit Owners or designees of the Declarant. No more than one member shall be elected from any unit. The initial Board shall consist of three members, all of whom shall be designated by the Declarant. The members of the Association shall have

Page numbered

the right to increase the number of Board members to five by voting for such increase at any annual meeting of the Association.

3.2. Delegation of Powers: Managing Agent. The Executive Board may employ for the Condominium a "Managing Agent" at a compensation established by the Executive Board. The Managing Agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Act, the Declaration and these By-Laws; provided, however, where a Managing Agent does not have the power to act under the Act, the Declaration or these By-Laws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Act, the Declaration and these By-Laws other than the following powers:

- a. to adopt the annual budget and any amendment thereto or to assess any Common Expenses;
- b. to adopt, repeal or amend Rules and Regulations;
- c. to designate signatories on Association bank accounts;
- d. to borrow money on behalf of the Association;
- e. to acquire and mortgage Units;
- f. to designate Reserved Common Elements;
- g. to allocate Limited Common Elements.

Any contract with the Managing Agent must provide that it may be terminated with cause on no more than thirty days' written notice and without cause on no more than ninety days' written notice. The term of any such contract may not exceed one year.

3.3. Election and Term of Office.

a. At the annual meetings of the Association, subject to Article X of the Declaration, the election of members of the Executive Board shall be held. Elections may also be held by mail as set forth in paragraph 2.8 hereinabove. The term of office of any Executive Board member to be elected (except as set forth in Sections 2.4 c and 3.5 hereof) shall be fixed at two years. The members of the Executive Board shall hold office until the earliest to occur of the election of their respective successors or their death, adjudication of incompetency, removal, or resignation. An Executive Board member may serve an unlimited number of terms and may succeed himself. It is intended that Board members shall serve staggered terms. In the event that at the first meeting of the Association after the termination of the developer's rights as set forth in the Declaration all Board members are elected, then two members shall be elected for an initial term of one year and the remaining member (or members) shall be elected for two-year terms.

b. Persons qualified to be members of the Executive Board shall be nominated for election only as follows:

(1) Any Unit Owner may submit to the Secretary at least thirty days before the meeting at which the election is to be held a nominating petition signed by Unit Owners owning at least five Units in the aggregate, together with a statement that the person nominated is willing to serve on the Executive Board and a biographical sketch of the nominee. The Secretary shall mail or hand deliver the submitted items to every Unit Owner along with the notice of such meeting; and

(2) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Executive Board for which no more than one person has been nominated by petition.

(3) In the event an election is held by mail, nomination shall be submitted by mail not less than forty-five (45) days prior to the date selected for the election and shall be accompanied by a biographical sketch. The Executive Board shall mail an official ballot, together with a copy of the biographical information, to all Unit Owners not less than twenty (20) days prior to the date set for the election. Ballots may be returned in person or by mail up to 5:00 p.m. on the date set for the election.

3.4. Removal or Resignation of Members of the Executive Board.

a. Except with respect to members designated by Declarant at any regular or special meeting of the Association duly called, any one or more of the members of the Executive Board may be removed with or without cause by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten days notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting.

b. A member of the Executive Board may resign at any time and shall be deemed to have resigned upon transfer of title to his Unit. Declarant shall have the right to remove and replace any or all members appointed by Declarant at any time and from time to time until the required resignation date specified in Article X of the Declaration.

3.5. Vacancies. Except as set forth in Section 3.4 above with respect to members appointed by Declarant, vacancies in the Executive Board caused by any reason other than the removal of a member by a vote of the Unit Owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any

such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Executive Board until a successor shall be elected at the next annual meeting of the Association. In the case of multiple vacancies, the member receiving the greatest number of votes shall be elected for the longest term.

3.6. Organization Meeting. The first meeting of the Executive Board following each annual meeting of the Association shall be held within ten days thereafter at such time and place as shall be fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected, and no notice shall be necessary to the newly elected members of the Executive Board in order legally to constitute such meeting, if a majority of the Executive Board members shall be present at such meeting.

3.7. Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the members, but such meetings shall be held at least once every six months during each fiscal year. Notice of regular meetings of the Executive Board shall be given to each member by personal delivery, mail or telegraph, at least three business days prior to the day named for such meeting.

3.8. Special Meetings. Special meetings of the Executive Board may be called by the President on at least three business days' notice to each member, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Executive Board.

3.9. Waiver of Notice. Any member may at any time, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all members are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

3.10. Quorum of the Executive Board. At all meetings of the Executive Board a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more members of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other.

3.11. Compensation. Unless approved by a majority of the Unit Owners, no member of the Executive Board shall receive any compensation from the Association for acting as such, other than reimbursement for any expenses incurred in the performance of his duties.

3.12. Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board if and to the extent not in conflict with the Declaration, these By-Laws or the Act.

3.13. Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board. Action may also be taken by conference telephone or other electronic means whereby all Board members can participate simultaneously.

3.14. Validity of Contracts with Interested Executive Board Members. No contract or other transaction between the Association and one or more of its Executive Board members or between the Association and any corporation, firm, or association in which one or more of the Executive Board members are directors or officers, or are financially interested, shall be void or voidable because such Executive Board member or members are present at any meeting of the Executive Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

a. The fact that an Executive Board member is also such a director or officer or has such financial interest is disclosed or known to the Executive Board and is noted in minutes thereof, and the Executive Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Executive Board member or members; or

b. The Contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

3.15. Inclusion of Interested Executive Board Members in the Quorum. Any Executive Board member holding such director or officer position or having such financial interest in another corporation, firm or association may be counted in determining the presence of a quorum at a meeting of the Executive Board or a committee thereof which authorizes, approves or ratifies a contract or transaction of the type described in Section 3.14 hereof.

ARTICLE IV

Officers

4.1. Designation. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Executive Board. The Executive Board may appoint a Vice President, an Assistant

Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and Vice President shall be resident Unit Owners as well as being members of the Executive Board. Any other officers may, but need not, be resident Unit Owners or members of the Executive Board.

4.2. Election of Officers. The officers of the Association shall be elected annually by the Executive Board at the organization meeting of each new Board and shall hold office at the pleasure of the Executive Board.

4.3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Executive Board, any officer may be removed, either with or without cause, and a successor may be elected at any meeting of the Executive Board called for such purpose.

4.4. President. The president shall be the chief executive officer of the Association, preside at all meetings of the Association and of the Executive Board and have all of the general powers and duties which are incident to the office of president of a corporation organized under the laws of Pennsylvania including without limitation the power to appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association. The President shall cease holding such office at such time as he ceases to be a member of the Executive Board.

4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Executive Board shall appoint some other member of the Executive Board to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated or assigned him by the Executive Board or by the President. The Vice President shall cease holding such office at such time as he ceases to be a member of the Executive Board.

4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Association and of the Executive Board, have charge of such books and papers as the Executive Board may direct, maintain a register setting forth the place to which all notices to Unit Owners and Permitted Mortgagees hereunder shall be delivered and, in general, perform all the duties incident to the office of secretary of a corporation organized under the laws of Pennsylvania. The Secretary shall, upon request, provide any Person, or cause to be provided to any Person entitled thereto a written statement or certification of the information required to be provided by the Association pursuant to Sections 3315(g), 3407(b) of the Act and Sections 5.9 and 5.11 below, upon payment of the fee set by the Executive Board for such service.

4.7. Treasurer. The Treasurer shall have the responsibility for the safekeeping of Association funds and securities, be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data, and be responsible for the deposit of all monies in the name of the Executive Board, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Executive Board and, in general, perform all the

duties incident to the office of treasurer of a corporation organized under the laws of Pennsylvania.

4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of \$5,000 shall be executed by any two officers of the Association. All such instruments for expenditures or obligations of \$5,000 or less may be executed by any one officer of the Association.

4.9. Compensation of Officers. No officer who is also a member of the Executive Board shall receive any compensation from the Association for acting as such officer, but may be reimbursed for any out-of-pocket expenses incurred in performing his duties; provided, however, the Secretary and Treasurer may be compensated for their services if the Executive Board determines such compensation to be appropriate.

ARTICLE V

Common Expenses: Budgets

5.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Executive Board; provided, however, that the first fiscal year shall begin upon the recordation of the Declaration.

5.2. Preparation and Approval of Budget.

5.2.1. On or before the first day of November of each year (or sixty days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall adopt an annual budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Executive Board to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Act, the Declaration, these By-Laws or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. Such budget shall also include such reasonable amounts as the Executive Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. The budget shall segregate General Common Expenses and Limited Expenses, if any.

5.2.2. On or before the next succeeding fifth day of November (or fifty-five days before the beginning of the fiscal year if the fiscal year is other than the calendar year), the Executive Board shall make the budget available for inspection at the Association office and shall send to each Unit Owner a copy of the budget in a reasonably itemized form that sets forth the amount of the Common Expenses. Such budget shall constitute the basis for determining each Unit Owners' assessments for General Common Expenses and Limited Expenses of the Association and shall automatically take effect at the beginning of the fiscal year for which it is adopted, subject to Section 5.8 below.

5.2.3. The Executive Board shall make reasonable efforts to meet the deadlines set forth above, but compliance with such deadlines shall not be a condition precedent to the effectiveness of any budget.

5.3. Assessment and Payment of Common Expenses.

5.3.1. General Common Expenses. The Executive Board shall calculate the monthly assessments for General Common Expenses against each Unit by multiplying (a) the total amount of the estimated funds required for the operation of the Property set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any Limited Expenses and income expected to be received from sources other than Common Expense assessments and the operation of the Limited or Reserved Common Elements to which the Limited Expenses pertain, by (b) the Percentage Interest (expressed in decimal form) allocated to such Unit, and dividing the resultant product by (c) the number of calendar months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each Unit Owner's Unit as provided in the Act and the Declaration. Within one hundred and twenty (120) days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit Owner and to each Permitted Mortgagee who has registered an address with the Secretary an itemized account of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to General Common Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable in one or more monthly assessments, as the Executive Board may determine.

5.3.2 Limited Expenses. The Executive Board shall calculate the monthly assessments for Limited Expenses, if any, against each Unit obligated to pay Limited Expenses by multiplying (a) the total amount of the estimated funds required for Limited Expenses set forth in the budget adopted by the Executive Board for the fiscal year in question, after deducting any income expected to be received from the operation of the Limited or Reserved Common Elements to which the Limited Expenses pertain other than Limited Expense Assessments by (b) the share of Limited Expenses (expressed in decimal form) allocated to each such Unit, and dividing the resultant product by (c) the number of calendar months in such fiscal year. Such assessments shall be deemed to have been adopted and assessed on a monthly basis and not on an annual basis payable in monthly installments, shall be due and payable on the first day of each calendar month and shall be a lien against each Unit Owner's Unit as provided in the Act and the Declaration. Within one hundred (120) days after the end of each fiscal year, the Executive Board shall prepare and deliver to each Unit Owner and to each Permitted Mortgagee who has registered an address with the Secretary an itemized accounting of the Common Expenses and funds received during such fiscal year less expenditures actually incurred and sums paid into reserves. Any net shortage with regard to Limited Expenses, after application of such reserves as the Executive Board may determine, shall be assessed promptly against the Unit Owners obligated to pay Limited Expenses in accordance with their allocable share of Limited Expenses and shall be payable in one or more monthly assessments, as the Executive Board may determine.

5.3.3. Reserves. The Executive Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year may be charged first against such reserves. If the reserves are deemed to be inadequate for any reason, including non-payment of any Unit Owner's assessments, the Executive Board may at any time levy further assessments for General Common Expenses and/or Limited Expenses which shall be assessed against the Unit Owners either according to their respective Percentage Interests with regard to General Common Expenses or in accordance with allocable shares of Limited Expenses with regard to Limited Expenses (whichever is appropriate), and shall be payable in one or more monthly assessments as the Executive Board may determine.

5.4. Further Assessments. The Executive Board shall serve notice on all Unit Owners of any further assessments pursuant to Sections 5.3.1, 5.3.2 or 5.3.3 or otherwise as permitted or required by the Act, the Declaration and these By-Laws by a statement in writing giving the amount and reasons therefor, and such further assessments shall, unless otherwise specified in the notice, become effective with the the next monthly assessment which is due more than ten days after the delivery of such notice of further assessments. All Unit Owners so assessed shall be obligated to pay the amount of such monthly assessments. Such assessments shall be a lien as of the effective date as set forth in the preceding Sections.

5.5. Fines. The Executive Board shall have the power to levy fines as set forth in the Act, which shall be considered as a further assessment against the Unit Owner as set forth in Section 5.4 hereof.

5.6. Initial Budget. At or prior to the time assessment of Common Expenses commences, the Executive Board shall adopt the budget, as described in this Article, for the period commencing on the date the Executive Board determines that assessments shall begin and ending on the last day of the fiscal year during which such commencement date occurs. Assessments shall be levied and become a lien against the Unit Owners during such period as is provided in Section 5.3 above.

5.7. Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

5.8. Accounts; Audits. All sums collected by the Executive Board with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund. Reserves shall be maintained in a separate fund, although different types of reserves may be commingle in one reserve fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices, and the same shall be reviewed and a report prepared at least once each year by an independent accountant retained by the Executive Board.

5.9. Rejection of Budget; Limitations on Expenditures and Borrowing. Anything herein to the contrary notwithstanding, the Association, by majority vote of all votes in the Association, may reject any budget or capital expenditure approved by the Executive Board, within thirty days after approval by the Executive Board. The power of the Executive Board to expend funds, incur expenses or borrow money on behalf of the Association is subject to the requirement that the consent of Unit Owners entitled to cast at least two-thirds of the votes in the Association obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, shall be required to (i) expend funds or incur expenses that it is reasonably anticipated will cause the aggregate amount of all expenses in the budget (including reserves) to be exceeded by more than 10% of such aggregate amount after taking into account any projected increases in income, and (ii) to borrow money so that loans of the Association then outstanding would exceed 10% of such aggregate amount.

5.10. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses assessed by the Executive Board pursuant to the provisions of this Article V. No Unit Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five days following a written request therefor to the Executive Board or Managing Agent and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and, provided further that, subject to Section 3315(b)(2) of the Act, each Permitted Mortgagee who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such mortgagee or purchaser comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.

5.11. Collection of Assessments. The Executive Board or the Managing Agent, at the request of the Executive Board, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty days from the due date for payment thereof. Any assessment not paid within five days after its due date shall accrue a late charge in the amount of 5% of the overdue assessment in addition to interest at the rate of 15% per annum or such other rate as may be determined by the Executive Board.

5.12. Statement of Common Expenses. The Executive Board shall promptly provide any Unit Owner, contract purchaser or Permitted Mortgagee so requesting the same in writing with a written statement of all unpaid assessments for

Common Expenses due from such Unit Owner. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of its preparation, to the extent permitted by the Act.

ARTICLE VI

Compliance and Default

6.1. Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of the Declaration, these By-Laws, the Rules and Regulations and the Act, as any of the same may be amended from time to time. In addition to the remedies provided in the Act and the Declaration, a default by a Unit Owner shall entitle the Association, acting through its Executive Board or through the Managing Agent, to the follow relief:

a. Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or the act, neglect or carelessness of his tenants, guests, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

b. Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the association shall be entitled to recover the costs of such proceeding and reasonable attorney's fees.

c. No Waiver of Rights. The failure of the Association, the Executive Board or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these By-Laws, the Executive Board Rules and Regulations or the Act shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit Owner pursuant to any term, provision, covenant or condition of the Declaration, these By-Laws, the Rules and Regulations or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Declaration, these By-Laws, the Rules and Regulations or the Act or at law or in equity.

d. Abating and Enjoining Violations by Unit Owners. The violation of any of the Executive Board Rules and Regulations adopted by the Executive Board, the breach of any By-Laws contained herein or the breach of any provision of the Declaration or the Act shall give the Executive Board the right, in addition to any other rights: (a) to

enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Executive Board shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

ARTICLE VII

Amendments

7.1. Amendments to By-Laws. These By-Laws may be modified or amended only by vote of Unit Owners entitled to cast a majority of the votes in the Association, except as otherwise expressly set forth herein or in the Act; provided, however, that until the date on which all Declarant-appointed Board members voluntarily resign or are required to resign pursuant to Article X of the Declaration, (i) Section 2.4, (ii) Section 3.1, and (iii) this Section 7.1 may not be amended without the consent in writing of Declarant. Additionally, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of these By-Laws that is defective, missing or inconsistent with any other provision hereof, or with the Act or the Declaration, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to condominium projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence.

7.2. Approval of Mortgagees. These By-Laws contain provisions concerning various rights and interests of Permitted Mortgagees. Such provisions in these By-Laws are to be construed as covenants for the protection of such Permitted Mortgagees on which they may rely in making loans secured by such mortgages. Accordingly, no amendment or modification of these By-Laws impairing or affecting such rights, priorities, remedies or interests of a Permitted Mortgagee shall be adopted without its or their prior written consent.

7.3. Amendments to the Declaration. Any two officers or Executive Board members of the Association may prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

ARTICLE VIII

Maintenance, Repair, Replacement and Other Common Expenses

8.1. By the Association. The Association shall be responsible for the maintenance, repair and replacement (unless, if in the opinion of not less than eighty per cent (80%) of the Executive Board such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all of the common elements (including the limited common elements) as defined herein or in the Declaration,

whether located inside or outside of the Units. The cost of all expenses other than maintenance and repair of the garages shall be charged to all Unit Owners as a common expense; provided, however, that each Unit Owner shall perform normal maintenance on the Limited Common Elements appurtenant to his Unit and any portion of the remaining common elements that the Executive Board pursuant to the Rules and Regulations has given him permission to utilize. The cost of any maintenance for garage parking spaces will be the sole responsibility of the user of the space. The cost of any structural repairs to the garage building will be divided equally among all owners of garage parking spaces.

8.2. By the Unit Owner.

a. Each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing that may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the common elements resulting from his failure or negligence to make any of the repairs required by this section, or otherwise by his negligence or neglect. Each Unit Owner shall perform his responsibility in a manner as shall not unreasonably disturb or interfere with the other Unit Owners. Each Unit Owner shall promptly report to the Executive Board or the managing agent any defect or need for repairs for which the Association is responsible.

b. The Unit Owner of any Unit to which a Limited Common Element is appurtenant shall perform the normal maintenance for that Limited Common Element, including keeping it in a clean and sanitary condition, free and clear of snow, ice and any accumulation of water and shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect.

ARTICLE IX

Miscellaneous

8.1. Notices. All notices, demands, bills, statements or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail postage prepaid (or otherwise as the Act may permit), (i) if to a Unit Owner, at the single address which the Unit Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Executive Board or to the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one person, each such Person who so designates a single address in writing to the Secretary shall be entitled to receive all notices hereunder.

8.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

3.3. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, these By-Laws have been adopted this _____ day of _____, 1986.

CENTRE COMMONS CONDOMINIUM ASSOCIATION

By: _____

RULES AND REGULATIONS OF
CENTRE COMMONS CONDOMINIUM

The terms herein shall have the same meanings as defined in the Declaration of Condominium of the property known as Centre Commons Condominium, a condominium created under and subject to the Pennsylvania Uniform Condominium Act. All present and future owners, mortgagees, lessees and occupants of the Units and of the Common Elements and their agents, employees and invitees and any other person or entity who or which may use the facilities of the Property are subject to and bound by these rules, and all amendments thereof.

A. GENERAL

1. The Units and Common Elements (including Limited Common Elements) shall be used only for the purposes set forth in the Declaration and ByLaws.

2. The sidewalks and entrances shall be used only for access to and from the Units and those portions of the Common Elements intended for the use of Unit Owners, and shall not be obstructed.

3. All personal property shall be stored within the Units or storage lockers.

4. Nothing shall be hung, projected or shaken, and no dirt or other substance shall be thrown, swept or otherwise emitted from the windows of the Building. Nothing shall be placed on, in or projected from the doors (other than interior doors entirely within a Unit), windows or window sills, including without limitation awnings, clotheslines, aerials, signs, ventilators, or fans. Only white shades, blinds, drapes, or linings thereof, shall be permitted which may be visible from the exterior of the building. Air conditioners shall be permitted but may not project beyond the plane of the exterior of the building without consent of the Board.

5. Nothing shall be done, including without limitation cooking, working, causing vibration or odors which shall unreasonably disturb or interfere with the rights, comfort or convenience of other occupants of the Building.

6. All radio, television, phonographic, audio or other electrical equipment of any kind, and all appliances installed or used in a Unit shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters having jurisdiction.

7. Employees of the Association or Management Company shall not be sent off the condominium premises by any Unit Owner for any purpose or directed to perform any function other than those for which they are employed.

8. Sinks and toilets shall not be used for any purpose other than that for which designed.

9. Garbage and refuse shall be deposited only in the containers specified by the Executive Board and only at such times and in such manner as the Executive Board or its agent shall direct.

10. The Executive Board shall have the right, at the request of a Unit Owner, to retain a passkey to each Unit in order to have emergency access to the Unit.

11. Water shall not be used in unnecessary or unreasonable quantities and the Unit Owner causing such use shall be liable for the cost of the amount used.

12. No Unit Owner shall keep any explosive or flammable material or substance in his Unit, except ordinary household products.

13. Damage to any portion of the Property caused by minor children of the Unit Owners or by guests, invitees, visitors or licensees of the Unit Owners shall be repaired at the expense of the responsible Unit Owners.

14. No Unit Owner shall make, or permit his family, visitors, or licensees to make, any noise or activity that will interfere with the rights, comfort, or convenience of other Unit Owners including, but not limited to, playing a musical instrument, phonograph, television or radio.

15. No radio or television antenna shall be erected or installed on the exterior walls of a Unit or on the Common Elements, including the roof.

16. These Rules and Regulation are adopted pursuant to the Declaration of Condominium and By-Laws and may be enforced in accordance with those documents.

17. The Executive Board reserves the right to amend these Rules and Regulations as may be required from time to time.

B. PARKING AND STORAGE

1. All personal property placed in any portion of the building or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the Unit Owner and the Association shall in no event be liable for the loss, destruction, theft or damage of or to that property.

2. Should an employee of the Association at the request of a Unit Owner move, handle or store any articles in storage rooms or remove any articles therefrom or handle, move, park or drive any automobile placed in the parking areas, then, and in every such case, that employee shall be deemed the agent of the Unit Owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

3. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parking in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

4. Parking so as to block sidewalks, driveways or parking spaces shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium, the Association shall be held harmless by that Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are expressly waived. The Unit Owner shall indemnify the Association against any liability that may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

C. PETS

1. No animals or reptiles of any kind shall be raised, bred or kept in any Unit or on the Common Elements, except that those pets residing in the Building at the time of conversion may remain but may not thereafter be replaced, subject, however, to the following rules.

2. One pet may be maintained in a Unit so long as it is not a nuisance. Actions that will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching or unhygienic offensiveness.

3. Each pet must be registered and innoculated as required by law and registered with the Association office.

4. Pet owners are fully responsible for any personal injuries or property damage or both caused by their pets.

5. Pets must be leashed. Leashes may not exceed six (6') feet in length.

6. Owners of pets walked on the Common Elements must promptly clean up their pets' droppings.

7. Pets may not be walked in the rear yard of the Buildings.

D. YARD

Personal furniture and other property shall not be stored or left in the yard except when actually in use.

Adopted this _____ day of _____, 1986.

CENTRE COMMONS CONDOMINIUM ASSOCIATION

BY: _____

PET AGREEMENT

This Pet Agreement is entered into this _____ day of _____, 20____, by and between the Centre Commons Condominium Association and _____, residing in the Premises located at _____, Unit _____.

In consideration of their mutual promises, the Centre Commons Condominium Association and the above Resident/s agree as follows:

A. Description of Pet: The by-laws covering the Premises provide that no pets are permitted on or about the Premises without the Association's prior written consent. The above Resident/s are hereby permitted to have only the following described Pet, subject to the terms and conditions of the Pet Agreement:

Name of Pet: _____	Type of Animal: _____
Breed: _____	Color: _____
Age: _____ Weight: _____	License #: _____
Date of last rabies shot: _____	City of License: _____
Name of Pet Owner/s: _____	

No other animal (including any offspring) shall be permitted by the above Residents in the Premises at any time.

B. Pet Owners agree to abide by the following rules:

- 1) Nuisance.** The Pet may not cause any damage to the premises, nor may the Pet cause any discomfort, annoyance, or nuisance to any other resident.
- 2) Sanitary Problems.** All dogs and cats must be housebroken if over one year of age. The Pet may not be fed or given water, or allowed to urinate or defecate, in any Common Area of the condominium building. Pet Owners shall immediately remove and properly dispose of all Pet waste on the grounds.
- 3) Prohibited Areas.** The Pet shall not be left unsupervised in any Common Area.
- 4) Abandonment.** Pet Owners may not abandon the Pet, leave it for any extended period without food or water, or fail to care for it if it is sick.

5) **Compliance with Laws.** Pet Owners agree to comply with all applicable governmental laws and regulations.

C. Association's remedies for violations.

- 1) **Removal of Pet by Pet Owners .** If, in the collective judgment of Centre Commons Condominium Association members, any rule or provision of this Pet Agreement is violated by Pet Owners or their guests, Pet Owners shall immediately and permanently remove the Pet from the premises upon written notice
- 2) **Removal of Pet by Property Management.** If, in the collective judgment of Centre Commons Condominium Association members, Pet Owners have abandoned the Pet, left it for any extended period without food or water, failed to care for it if it is sick, or left it unattended in violation of the rules herein, then these specified parties may, upon one day's prior written notice left in a conspicuous place, contact a humane society or local authority to remove the pet. The Centre Commons Condominium Association shall not be liable for loss, harm, sickness, or death of the Pet. Pet Owners shall pay for reasonable car and kenneling charges if the Pet is removed in accordance with this paragraph.
- 3) **Cleaning and repairs.** Pet Owners shall be solely liable for the entire amount of all damages caused by the Pet. If any item cannot be satisfactorily cleaned or repaired, Pet Owners must pay for complete replacement of such item.
- 4) **Injuries.** Pet Owners shall be strictly liable for the entire amount of any injury to any person or property caused by the Pet, and shall indemnify the Centre Commons Condominium Association for all costs of litigation and attorney's fees resulting from same.

Pet Owner: _____

Date: _____

Pet Owner: _____

Date: _____

Management Representative:

Date: _____