

Allegheny County
Valerie McDonald Roberts
Recorder of Deeds
Pittsburgh, PA 15219



60 2004 00007136

Instrument Number: 2004-7136

As

Recorded On: March 10, 2004

Deed Agreement

Parties: CHAPEL HARBORS AT THE WATER ASSOCIATES L P

To CHAPEL HARBOR AT THE WATER PLAN LOTS REV

Number of Pages: 20

Comment: DECL COVENANTS CONDITIONS

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Deed Agreement	45.00	Addt # of Pages > 4 @ 2.00	30.00
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COMMONWEALTH LAND TITLE INS CO

WILL CALL

PITTSBURGH PA 15219



Valerie McDonald-Roberts Recorder of Deeds

RETURN RECORDED DOCUMENT TO:
COMMONWEALTH LAND TITLE INS. CO.
300 BILMAR DRIVE, SUITE 150
PITTSBURGH, PA 15205
ATTENTION: JANET THOMAS
C206440

19

**CHAPEL HARBOR AT THE WATER
RIVERFRONT UNIT DEVELOPMENT**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

CHAPEL HARBORS AT THE WATER ASSOCIATES, LP, a Pennsylvania Limited partnership, currently maintaining its principal place of business address at 260 Alpha Drive, Township of O'Hara, Allegheny County, Commonwealth of Pennsylvania 15238 ("Declarant") hereby makes this Declaration of Covenants, Conditions and Restrictions (the "Declaration") with respect to the real estate described herein.

PREAMBLE

WHEREAS, Declarant is the owner of the real property located in O'Hara Township, Allegheny County, Pennsylvania, and known as the Chapel Harbor at the Water Plan of Lots (Revision No. 2), as recorded on October 3, 2003, at Plan Book Volume 243, Page 161 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania (the "Plan"), which real property is more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, Declarant intends to develop the Property as follows, in accordance with the Final Development Plans (as set forth in the Development Agreement for the Chapel Harbor Development between Declarant and O'Hara Township) and resolutions as approved by O'Hara Township and on file with O'Hara Township (the "Drawings"):

Phase I

1. Independent Living Facility on Parcel D of the Plan (the "Independent Living Facility")
2. Office Building on Parcel B of the Plan (the "Office Building")
3. Residential – 74 Units (18 Single Family and 56 Townhomes) - on Lots 101-118 and Parcels E and J of the Plan (the "Phase I Residential Development")

Phase II

1. Residential – 91 Units (34 Single Family and 57 Townhomes) – on Parcel C of the Plan (the "Phase II Residential Development")

Phase III

1. Midrise Condominiums – 52 Units – on Parcel A of the Plan (the "Condominium Development")

WHEREAS, in connection with the development of the Property, certain improvements will be made by Declarant with respect to those portions of the Property described as open space

parcels on the Plan (specifically, Parcels OS1, OS2, OS3, OS4, and OS5), Parcel F of the Plan, and other portions of the Property, which improvements include the following, all as more fully described in the Drawings:

1. Entry at Old Freeport Road – sidewalks, signage and planting at tunnel openings
2. Public Streets – treelined, with sidewalks separated by a tree lawn, and lighted with historic style lights and fixtures
3. Linear Park – all along the top of the river and harbor slopes are walkways that connect east to west for the entire length of the Property (including the portions of such park located on Parcel D), with amenities along the way including:
 - a. Wetland Trail – a trailhead structure leads to stone steps, then to a limestone trail which leads to the water’s edge (including the portions of such trail located on Parcel D)
 - b. The Pier – including benches, a trellis, and planting
 - c. Paseo Park – including arbors and benches
4. The Green – including a pavilion, walkways and landscaping – located on Parcel OS4
5. Buffer Planting – planting screen and screening wall along the northern boundary of the Property
6. Stone Entry Sign – located on Parcel OS1

WHEREAS, Declarant hereby declares that the Property shall be held, improved, maintained, sold and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of the Property; which shall run as a covenant with the land as to all Property subject to this Declaration; which shall be binding on all parties having any right, title, or interest in the Property or any part thereof, and their heirs, successors, and assigns; and which shall inure to the benefit of each Owner (as hereinafter defined) and O’Hara Township.

NOW THEREFORE, Declarant hereby declares the following covenants, conditions and restrictions affecting the Property, with the intent to be legally bound hereby.

ARTICLE I **SUBMISSION**

Declarant hereby makes the Property subject to the following covenants, conditions, reservations and restrictions. It is the intent of the Declarant that the Property subject to this Declaration shall constitute a “planned community,” as that term is defined in the Pennsylvania

Uniform Planned Community Act, 68 Pa.C.S. §§ 5101, et seq. (the “Act”); however, only those portions of the Act that are specified in 68 Pa.C.S §5102(a)(2) shall apply to this planned community.

ARTICLE II
DEFINITIONS

As used in this Declaration, the following terms shall have the meaning designated:

2.1 “Association” shall mean the Chapel Harbors Property Owners Association, Inc., a Pennsylvania non-profit corporation, formed solely to own and operate the Common Elements of the Plan.

2.2 “Common Elements” shall mean all real and personal property located within the Plan to be owned and maintained by the Association for the common use and enjoyment of all members of the Association, including Parcels OS1, OS2, OS3, OS4, OS5 and Parcel F, together with the Entry at Old Freeport Road, the Linear Park, the Green, the Buffer Planting, and the Stone Entry Sign, all as described in the third Preamble, together with the portion of Parcel D located between the Linear Park and the Allegheny River, and together with all storm water drainage facilities serving the Property and the Public Streets (until such time as the storm water drainage facilities and the Public Streets have been accepted by O’Hara Township). A copy of the Open Space Plan (LaQuatraBonci Associates Drawing Number OS, dated 03-04-04 Revised) depicting Common Elements is attached hereto as Exhibit B.

2.3 “Declarant” shall mean Chapel Harbors at the Water Associates, LP, and its successors and assigns.

2.4 “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions.

2.5 “Development Parcels” shall mean each of the following five portions of the Property: (a) the Independent Living Facility Parcel (Parcel D of the Plan); (b) the Office Parcel (Parcel B of the Plan); (c) the Phase I Residential Development Parcel (Lots 101 to 118 and Parcels E and J of the Plan, collectively); (d) the Phase II Residential Development Parcel (Parcel C of the Plan); and (e) the Condominium Development Parcel (Parcel A of the Plan).

2.6 “Member” shall have the meaning described in Section 5.1.

2.7 “Mortgage” shall mean and refer to a permanent or construction mortgage, including any collateral security documents executed in connection therewith, secured by a mortgage on the Property or any part thereof.

2.8 “Mortgagees” shall mean and refer to a beneficiary or holder of a Mortgage.

2.9 “Mortgagor” shall mean and refer to any person or entity who gives a Mortgage.

2.10 "Owner" shall mean and refer to any owner of a portion of the Property, but shall not include any governmental body that accepts dedication of any portion of the Property.

2.11 "Plan" shall mean and refer to the Chapel Harbor at the Water Plan of Lots (Revision No. 2), as recorded on October 3, 2003, at Plan Book Volume 243, Page 161 in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, as the same may be amended from time to time.

2.12 "Property" shall mean and refer to the entire parcel of ground as set forth in the Plan and as described in Exhibit A attached hereto.

ARTICLE III
EASEMENTS

3.1 Utility Easements. The Property shall be, and hereby is, made subject to easements in favor of the Declarant, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 3.1 shall include, without limitation, rights of governmental agencies or authorities 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, equipment, ducts and vents, over, under, through, along and on the Property. Notwithstanding the foregoing provision of this Section 3.1, unless approved in writing by the Owners affected thereby, any such easement shall be located in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the subject Property by the Declarant, or as shown on the Plans, or so as not to materially interfere with the use or occupancy of the Property by its occupants.

No storm sewers, sanitary sewers, electrical lines, water lines, or other utilities may be installed or relocated in the Plan, except as may be approved by the Declarant.

Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Declarant shall have the right to grant such easement over the Plan without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Plan.

The Declarant shall have the power to dedicate portions of the Common Elements to the Township of O'Hara, or to any other local, state or federal governmental entity and/or any utility supplier at any time.

3.2 Easement for Access to Property. Declarant reserves a non-exclusive perpetual right of access and easement on, over and under those portions of the Common Elements for the purpose of pedestrian and vehicular ingress, egress and regress to all or any part of the Property, including the right to modify the location of improvements to the Common Elements to facilitate

such ingress, egress and regress, including without limitation the removal of obstructions to the exercise of such rights of ingress, egress and regress, and the grading or regarding of landscaped areas of the Common Elements.

3.3 Declarant's Easement to Correct Drainage. Declarant reserves an easement on, over and under those portions of the Common Elements for the purpose of maintaining and correcting drainage of surface water in order to maintain a reasonable standard of health, safety and appearance. The easement created by this Section 3.3 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 possible.

3.4 Declarant's Easement for Development of Property. Declarant reserves an easement on, over and under those portions of the Common Elements for all purposes relating to the construction, development, leasing and sale of improvements on the Property. This easement shall include, without limitation, the right of vehicular and pedestrian ingress and egress, the right to park motor vehicles and to engage in construction and marketing activities of any nature whatsoever, including the movement and storage of building materials and equipment, the conduct of sales, leasing and management activities, the maintenance of models and offices and the erection and maintenance of directions and promotional signs.

3.5 Easement for Use of Common Elements.

(a) Grant of Easement. Each Owner and each person lawfully on the Property is hereby granted a non-exclusive perpetual right and easement of access to and enjoyment in common with others of the Common Elements.

(b) Extent of Easement. The rights and easements of access and enjoyment created hereby shall be subject to the right of the Association to adopt rules and regulations governing the use of the Common Elements.

3.6 Easement for Reconstruction, Improvement, Repair or Maintenance of Common Elements. Easements to permit the doing of every necessary and proper act by the Declarant and/or the Association to properly maintain the Common Elements are hereby granted and established. These acts shall include, but not be limited to, entry upon, over and under the Property or any part thereof, the right to use all necessary and usual equipment for the performance of such acts, the usual and common noise level associated with the use of such equipment, together with all the other common and usual activity associated with such activities.

ARTICLE IV MAINTENANCE AND RELATED EXPENSES RESPONSIBILITY

4.1 Association's Responsibility. The Association shall maintain and keep in good repair the Common Elements. Such maintenance of the Common Elements shall include maintenance, repair and replacement of all landscaping and other flora, structures, and

improvements situated upon such Common Elements. Without limiting the foregoing, the Association shall be responsible for (a) snow and ice removal from all sidewalks adjacent to all Public Streets within the Property, (b) maintenance of all trees and light standards along the Public Streets, and (c) payment of all utility charges and fees for such street lighting. The maintenance standard shall include keeping all architectural and structural features in a safe condition, and maintaining substantially the appearance of all architectural, structural and landscaping features in the Plan, open space, facilities and amenities as originally approved by O'Hara Township. Failure to meet this maintenance standard shall, in accordance with a condition to the approval of the Plan, entitle O'Hara Township to, in addition to any other remedies available at law or in equity, (a) commence and prosecute an enforcement proceeding against the Association as set forth in the Municipalities Planning Code at 53 P.S. §§ 10616.1, 10617, 10617.1 and 10617.2 and/or (b) perform the necessary maintenance, and then collect its entire cost and expenses (including reasonable charges for the time of municipal employees) as provided in the Municipal Claim and Tax Lien Law of 1923 (53 P.S. § 7101 et seq.). The Declarant and the Association specifically recognize that this will give O'Hara Township the right to lien the Property for the amounts involved. The Declarant and the Association acknowledge that in any such action O'Hara Township may also recover legal fees and costs associated with or arising out of the collection of O'Hara Township's costs and expenses incurred in maintaining the Common Elements. Each Member shall indemnify and hold harmless the Association and each other Member from and against any claim made by O'Hara Township against the Association or any other Member, or the property of the Association or any other Member, arising out of the failure of such indemnifying Member to maintain its Development Parcel in accordance with the foregoing maintenance standard.

ARTICLE V
CHAPEL HARBORS PROPERTY OWNERS ASSOCIATION, INC.

5.1 Membership. For the purpose of ownership and maintenance of the Common Elements and all common community services of every kind and nature required or desired within the Property for the general use and benefit of all Owners, each and every Owner, in accepting a deed or contract for any part of the Property, agrees to and shall be subject to the obligations and duly enacted Bylaws and rules and regulations of the Chapel Harbors Property Owners Association, Inc., a nonprofit corporation. The Members of the Association shall be (a) the Declarant; (b) the Owner of the Independent Living Facility Parcel; (c) the Owner of the Office Building Parcel; (d) the Owner of the Phase I Residential Development Parcel (or a property owners' association created by the developer thereof and succeeding to the rights and obligations of such developer hereunder); (e) the Owner of the Phase II Residential Development Parcel (or a property owners' association created by the developer thereof and succeeding to the rights and obligations of such developer hereunder); and (f) the Owner of the Condominium Development Parcel (or a property owners' association created by the developer thereof and succeeding to the rights and obligations of such developer hereunder). With respect to the affairs of the Association, upon the transfer of Declarant's control of the Association in accordance with Section 9.2(a), each Development Parcel shall have one vote.

5.2 Succession. Upon the transfer of Declarant's control of the Association in accordance with Section 9.2(a), the Association shall succeed to the position of the Declarant

with respect to the provisions of these covenants, conditions, reservations and restrictions, and the term "Declarant" herein shall then mean the "Association".

5.3 Powers of the Association. The Association shall have the following powers:

- (a) To adopt and amend bylaws and rules and regulations.
- (b) To adopt and amend budgets for revenues, expenditures and reserves and collect assessments for Common Expenses from the Members.
- (c) To hire and terminate managing agents and other employees, agents and independent contractors.
- (d) To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Members on matters affecting the Association or the Property.
- (e) To make contracts or incur liabilities.
- (f) To regulate the use, maintenance, repair, replacement and modification of the Common Elements.
- (g) To cause additional improvements to be made to the Common Elements.
- (h) To acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, but the Common Elements may be conveyed or subjected to a security interest only in accordance with the provisions of §5318 of the Act.
- (i) To grant easements, leases, licenses and concessions through or over the Common Elements; provided, however, that any exercise of such power which would materially impair the quiet enjoyment of a Member shall require the prior written approval of the affected Member.
- (j) To impose and receive payments, fees or charges for the use, rental or operation of the Common Elements.
- (k) To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of this Declaration and the bylaws and rules and regulations of the Association.
- (l) To impose reasonable charges for the preparation and recording of amendments to this Declaration, and for resale certificates required by the Act.
- (m) To provide for the indemnification of its officers and executive board and to maintain directors' and officers' liability insurance.
- (n) To exercise any other powers conferred by the Act, this Declaration or the bylaws of the Association.
- (o) To exercise all other powers that may be exercised in the Commonwealth of Pennsylvania by legal entities of the same type as the Association.
- (p) To exercise any other powers necessary and proper for the governance and operation of the Association.

5.4 Board of Directors. Not later than the termination of any period of Declarant control in accordance with Section 9.2(a), the Members shall elect a Board of Directors of at least three (3) members. The Board of Directors shall elect the officers of the Association. The members of the Board of Directors and the officers shall take office upon election. The Board of Directors shall not have power to determine the qualifications, powers and duties or terms of office of the members of the Board of Directors, but it may fill vacancies in its membership for the unexpired portion of any term. The Members, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Members at which a quorum is present, may remove any member of the Board of Directors with or without cause, other than a member appointed by the Declarant.

5.5 Bylaws. The bylaws of the Association shall provide for all of the following:

- (a) The number of members of the Board of Directors and the titles of the officers of the Association.
- (b) Election by the Board of Directors of a president, treasurer, secretary and any other officers of the Association the bylaws specify.
- (c) The qualifications, powers and duties, terms of office and manner of electing and removing members of the Board of Directors and officers and filling vacancies.
- (d) Which, if any, of its powers the Board of Directors or officers may delegate to other persons or to a managing agent.
- (e) Which of its officers may prepare, execute, certify and record amendments to this Declaration on behalf of the Association.
- (f) The method of amending the bylaws.

Subject to the provisions of this Declaration and the Act, the bylaws may provide for any other matters that the Association deems necessary and appropriate.

ARTICLE VI

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

6.1 Budgets; Capital Expenditures. The Board of Directors shall adopt a budget for revenues, expenditures and reserves at least annually. The Board of Directors shall deliver to all Members copies of each budget approved by the Board of Directors and notice of any capital expenditure approved by the Board of Directors promptly after such approval. The Members, by affirmative vote of sixty percent (60%) of all Members, pursuant to procedures applicable to voting by members of the Association as set forth in the bylaws of the Association, may reject any budget or capital expenditure approved by the Board of Directors within thirty (30) days after approval.

6.2 Quarterly Assessments. 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 quarterly basis (rather than on an annual basis payable in quarterly installments) and shall be due and payable in advance on the first day of the quarter. Special assessments shall be due and

payable in one or more quarterly payments, in advance, on the first day of each quarter, as determined by the Board of Directors. The Association shall have a lien against the Development Parcel of a Member for any Common Expense assessments levied against that Member or fines imposed against that Member from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged under Sections 5.3(j), 5.3(k) and 5.3(l) and reasonable costs and expenses of the Association, including legal fees, incurred in connection with collection of any sums due to the Association by a Member or enforcement of the provisions of this Declaration or the bylaws, rules or regulations of the Association against a Member are enforceable as assessments under this Section 6.2.

6.3 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or costs which the Association may incur or expend pursuant hereto, shall be approved by the Board of Directors, and a written memorandum thereof prepared and signed by the Treasurer of the Association. 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 Thousand Dollars (\$10,000) without the prior approval of sixty percent (60%) of the Members.

6.4 Reserve. Each annual budget for quarterly assessments of Common Expenses shall include an amount reasonably considered by the Board of Directors to be sufficient as a reserve for replacements and contingencies. Extraordinary expenditures not originally included in the annual budget that may become necessary during the year may be charged first against such reserve, as the Board of Directors shall determine. In addition, the Association shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Board of Directors deems appropriate.

6.5 Association Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with §5407 of the Act. All financial and other records shall be made reasonably available for examination by any Member and authorized agents. Within one hundred and eighty (180) days after the close of its fiscal year, the Association shall prepare annual financial statements consisting of at least a balance sheet and a statement of revenues and expenses for the Association. The cost of preparing the financial statements shall be a Common Expense. Each Member shall be entitled to receive from the Association, within thirty (30) days after submitting a written request to the Association, a copy of the annual financial statements and, if such financial statements are audited, reviewed or compiled by an independent certified public accountant or independent public accountant, a copy of the independent accountant's report on the financial statements. The Association may charge a fee not to exceed the cost of producing copies of records other than the financial statement.

6.6 Further Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any Member's quarterly assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Board of Directors may at any time levy further quarterly assessments. Such further quarterly assessments shall be payable over such period of time as the Board of Directors may determine. The Board of Directors shall serve notice of such further assessments on all Members by a statement in

writing giving the amount and reasons therefor, and such further quarterly assessments shall become effective as determined by the Board of Directors.

6.7 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of the Common Elements in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Member in proportion to the share of Common Expenses payable by each such Member. These credits shall be applied to the next quarterly assessments of Common Expenses due from each Member under the current fiscal year's budget, and thereafter, until exhausted.

6.8 Acceleration. If a Member is in default in the payment of the aforesaid charges or quarterly assessments for sixty (60) days, the Board of Directors may, in addition to all other remedies set forth in this Declaration, accelerate all other quarterly assessments to become due for the fiscal year in which such default occurs.

6.9 Allocation. All Common Expense assessments, special assessments and further assessments shall be pro rated among the Members by dividing the amount of such assessments by the acreage of the Development Parcel owned or represented by such Member as shown on the Plan.

6.10 Interest and Charges. All sums assessed by the Association against any Member that remain unpaid shall bear interest thereon at the then maximum legal rate (but not more than fifteen (15%) percent per annum) from the thirtieth (30th) day following the due date for payment. Any delinquent Member shall also be obligated to reimburse (i) all expenses of the Association, including reasonable attorney's fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise; (ii) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as such, subject to Section 6.2 above.

6.11 Independent Covenant. The obligation to pay assessments is a separate and independent covenant on the part of each Member. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or the Board of Directors to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action it takes.

6.12 Implementation. The Association shall adopt in its bylaws such additional or other procedures and requirements as it deems necessary and desirable to implement the provisions of this Article 6, and to otherwise provide for the efficient fiscal operation and management of the Common Elements.

6.13 Violations and Assessments. If a Member violates any of the terms of this Declaration, the Declarant and/or the Association shall have the right to undertake correction of the violation and the costs incurred by Declarant and/or the Association in correcting such violation so shall be immediately due and payable by the Member in the form of an assessment

6.14 Subordination to the Lien of Mortgages. The lien of the assessment, provided for herein, shall be subordinate to any first lien mortgage placed upon the Property or any part thereof. The sale or transfer of the Property or any part thereof pursuant to or in lieu of mortgage foreclosure shall extinguish the lien of such assessment as to payment which became due prior to such sale or transfer. No such sale or transfer shall relieve such Property from the obligation or liability for any assessments thereafter becoming due or from the lien on any such subsequent assessments.

ARTICLE VII INSURANCE OF COMMON ELEMENTS

7.1 Coverages. The Association's duly authorized agent, shall have the authority to and shall obtain, blanket, all-risk, casualty insurance, if reasonably available, for all insurable improvements comprising the Common Elements. If blanket all risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Association shall also obtain a public liability policy covering the Common Elements and the Members for all damage or injury caused by the negligence of Association, or any of the Members or their agents. The public liability policy shall have at least a One Million and No/100 Dollars (\$1,000,000.00) minimum property damage limit.

7.2 Premiums. Premiums for all insurance on the Common Elements shall be paid by the Association. Such policies may contain a reasonable deductible, and in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the Association.

7.3 Contracts. All insurance coverage obtained by the Association shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in subsection B below. Such insurance shall be governed by the provisions hereinafter set forth:

- A. All policies on the Common Elements shall be for the benefit of the Declarant, the Association, the Members, and Mortgagees, as their interest may appear, providing financing on the Common Elements.
- B. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Association; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.
- C. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by the Members, occupants, or their Mortgagees.

7.4 Workers Compensation. In addition to the other insurance required by this Article, the Association shall obtain worker's compensation insurance, if and to the extent required by law.

ARTICLE VIII GENERAL PROVISIONS

8.1 Amendments. Prior to the transfer of Declarant control pursuant to Section 9.2(a), Declarant may amend this Declaration so long as the amendment, in the reasonable discretion of the Declarant, has no material adverse effect upon the development of the Property and is undertaken with all required approvals of O'Hara Township. No amendment required by any state or local government authority or agency will be deemed material. After the transfer of Declarant control, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of eighty percent (80%) of the Members. Any amendment to be effective must be recorded in the public records of Allegheny County, Pennsylvania. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees.

8.2 Limitation of Liability. The Declarant, its heirs, successors, administrators, executors, assigns, members, officers and employees [(i) through (iv) below shall be effective only from and after the Declarant's transfer of control of the Association in accordance with Section 9.2]:

- (i) Shall not be liable for the failure of any service obtained or the failure to so obtain any service needed or for any injury or damage to persons or property, however and wheresoever caused, except for any injury or damage caused by the willful misconduct or gross negligence of the Declarant, its members, officers or employees;
- (ii) Shall not be liable as a result of the performance of the Declarant for any mistake of judgment, negligence or otherwise except for the Declarant's willful misconduct or gross negligence;
- (iii) Shall have no personal liability to any person for any loss or damage caused by theft of or damage to personal property in or on the Common Elements or other places within the Plan and shall have no liability arising out of the use, misuse, or condition of the Common Elements, except for the Declarant's willful misconduct.
- (iv) The Declarant and its principals and officers shall be indemnified by the Association against all expenses and liabilities, including attorney's fees incurred by or imposed in connection with any proceedings, except for

liability arising out of the willful misconduct or gross negligence of the Declarant;

- (v) The Declarant may obtain such insurance as it deems appropriate, where available and in such amounts and on such terms as the Declarant deems advisable, to satisfy the liability requirements of this Declaration.

8.3 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

8.4 Perpetuities. If any of these covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only twenty-one (21) years after the death or the last survivor of the now living descendants of Eugene D. Zambrano, III.

8.5 Use of the Words "Chapel Harbor", "Chapel Harbor at the Water" or "Chapel Harbors at the Water Associates." No person shall use the words "Chapel Harbor", "Chapel Harbor at the Water" or "Chapel Harbors at the Water Associates" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Members may use the terms "Chapel Harbor", "Chapel Harbor at the Water" or "Chapel Harbors at the Water Associates" in printed or promotional matter where such term is used solely to specify particular property located within the Plan.

8.6 Incorporation of Recitals. The recitals set forth in the Preamble section of this document are hereby incorporated herein as if fully set forth and repeated herein.

8.7 Conflicts with Township of O'Hara Ordinances. In the event that any of the provisions, terms, conditions or covenants contained in this Declaration conflict with any provisions of the Ordinances of the Township of O'Hara, the applicable provisions, terms and conditions of the appropriate Ordinances for the Township of O'Hara shall prevail for all matters involved in any conflicts.

8.8 Conflicts with the Uniform Planned Community Act. In the event that any of the provisions, terms, conditions or covenants contained in this Declaration conflict with any provisions of the Uniform Planned Community Act, the applicable provisions, terms, conditions and provisions of the Uniform Planned Community Act shall prevail.

ARTICLE IX
DECLARANT'S RIGHTS

9.1 Any or all of the special rights and obligations of the Declarant may be transferred by the Declarant to other persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be

effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of Allegheny County, Commonwealth of Pennsylvania.

9.2 Control.

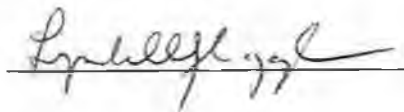
(a) Subject to Section 9.2(b), for a period of five (5) years from the date of the first conveyance by the Declarant of any Development Parcel to a Member, the Declarant shall have sole power and authority to appoint and remove the officers and members of the Board of Directors of the Association, unless the Declarant earlier voluntarily surrenders the right to appoint and remove the officers and members of the Board of Directors. Notwithstanding the foregoing sentence, the period of Declarant control of the Association shall terminate no later than the earlier of (i) sixty (60) days after conveyance of seventy-five percent (75%) of the Development Parcels to Members, or (ii) two (2) years after the Declarant has ceased to offer Development Parcels for sale in the ordinary course of business.

(b) Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Development Parcels to Members, at least one member and not less than twenty-five percent (25%) of the members of the Board of Directors shall be elected by the Members. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Development Parcels to Members, not less than thirty-three percent (33%) of the members of the Board of Directors shall be elected by the Members.

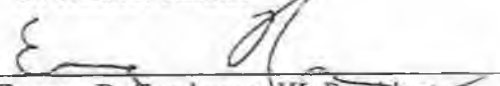
9.3 Conveyance of Common Elements to Association. Upon transfer of Declarant's control of the Association in accordance with Section 9.2(a), the Declarant shall grant and convey to the Association title to the Common Elements by special warranty deed. All costs of deed preparation and recording shall be borne by the Declarant. Notwithstanding the foregoing, Declarant shall not convey the Common Elements to the Association until all improvements to the Common Elements as may be required by O'Hara Township pursuant to any development approvals have been completed by Declarant. This obligation to convey title to the Common Elements shall be binding upon any successor in interest to the rights of the Declarant hereunder.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration as of this 8th day of March, 2004.

ATTEST:


(SEAL)

Chapel Harbors at the Water Associates, LP
By: Chapel Harbors at the Water, LLC,
its General Partner

By: 
Eugene D. Zambrano, III, President

**EXHIBIT A
LEGAL DESCRIPTION**

ALL those certain parcels of land situate in the Township of O'Hara, County of Allegheny and Commonwealth of Pennsylvania, being Parcels A, B, C, D, E-1, E-2, F, G (along the river) and H in the Chapel Harbor at the Water Plan of Lots Revision No. 1 recorded on October 3, 2003 in the Recorder's Office of Allegheny County, Pennsylvania, at Plan Book Volume 243, page 160, together bounded and described as follows:

TRACT 1:

BEGINNING at a point on the Southerly line of lands now or formerly of Consolidated Rail Corporation at the dividing line between the West line of property now or formerly of Peter J. Braun and the East line of lands of John F. Casey Company; thence along said dividing line, South 0 degrees 35' 30" East, 978.21 feet to a point on the low water line of Allegheny River; thence along said low water line, North 86 degrees 17' West, 1,193.31 feet to a point; thence along the same, South 89 degrees 45' West, 285.80 feet to a point; thence along the same, North 83 degrees, 10' 30" West, 896.70 feet to a point; thence along the same, North 83 degrees 11' West, 570.90 feet to a point on the dividing line between the City of Pittsburgh and O'Hara Township; thence along said dividing line, North 0 degrees 40' West, 469.03 feet to a point on the South line of lands of Consolidated Rail Corporation; thence along said line, the following courses and distances: (1) North 85 degrees 45' 10" East, 234.80 feet; (2) North 0 degrees 51' 18" West 2.96 feet; (3) by a curve to the left having an arc radius of 4690.27 feet and an arc length of 376.37 feet (chord bearing North 86 degrees 50' 51" East); (4) North 84 degrees 32' 55" East, 239.59 feet; (5) North 84 degrees 37' 04" East, 135.37 feet to a line of lands now or formerly of Allegheny County Industrial Development Authority; thence along lands of Allegheny County Industrial Development Authority, the following courses and distances: (1) South 5 degrees 59' 22" East 74.34 feet; (2) South 78 degrees 41' 45" East, 358.08 feet to a point; (3) South 41 degrees 56' 44" East, 100.18 feet to a point; (4) South 85 degrees 20' 15" East, 236.26 feet to a point; (5) North 84 degrees 07' 45" East, 663.41 feet to a point; (6) North 0 degrees 35' 30" West 303.03 feet to a point on the Southerly line of lands of Consolidated Rail Corporation; thence along said line North 84 degrees 13' 50" East, 208.17 feet; thence South 89 degrees 38' 26" East, 117.58 feet; thence North 84 degrees 32' 10" East 304.63 feet to a point, the point and place of beginning.

Containing approximately 48.6 acres, more or less.

BEING the same premises conveyed by Riverside Associates, Inc., to Chapel Harbors at the Water Associates, LP, by deed recorded on September 26, 2000 in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 10873, page 403; and conveyed by O'Hara Hospitality Park, LP to Chapel Harbors at the Water Associates, LP by deed dated October 31, 2003 and recorded on October 3, 2003 in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume 243, page 160.

Identified by the following Tax Parcel Numbers:

0171-L-00050-0000-00
0171-M-00100-0000-00
0228-J-00120-0000-00
0228-J-00150-0000-00
0228-J-00200-0000-00

TRACT 2:

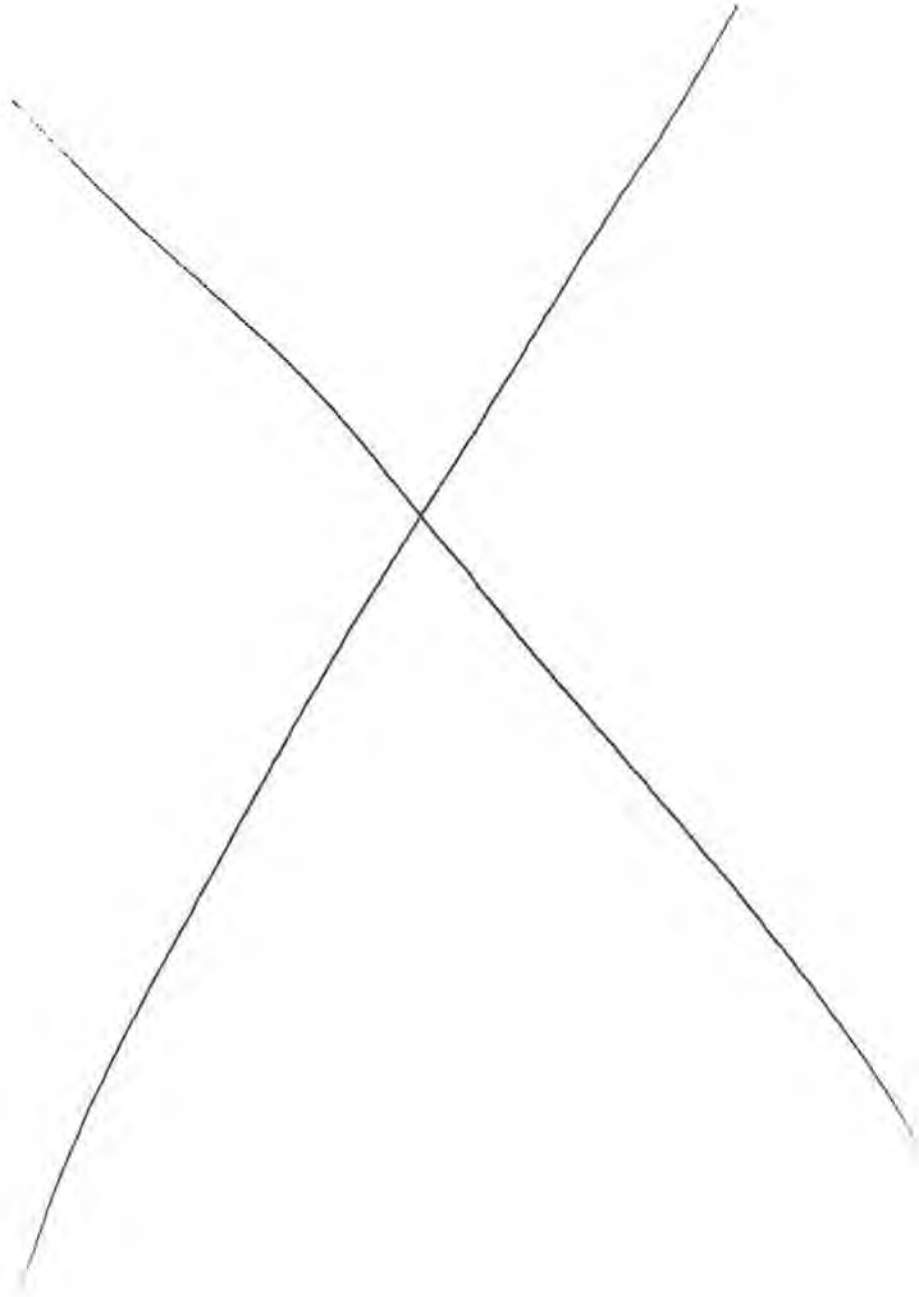
BEGINNING at a set monument on the Southerly line of Old Freeport Road, said monument being at the Northwest corner of land now or formerly of Timothy E. Shaffer and Mark S. Shaffer, thence South 14 degrees 28' West, 31.16 feet; thence South 81 degrees 45' West, 110.30 feet; thence North 18 degrees 42' 27" West, 5.37 feet to a set monument; thence by a curve to the left having an arc radius of 615.50 feet and an arc length of 64.83 feet (chord bearing North 73 degrees 16' 03" East); thence North 68 degrees 32' East, 80.83 feet to the point and place of beginning.

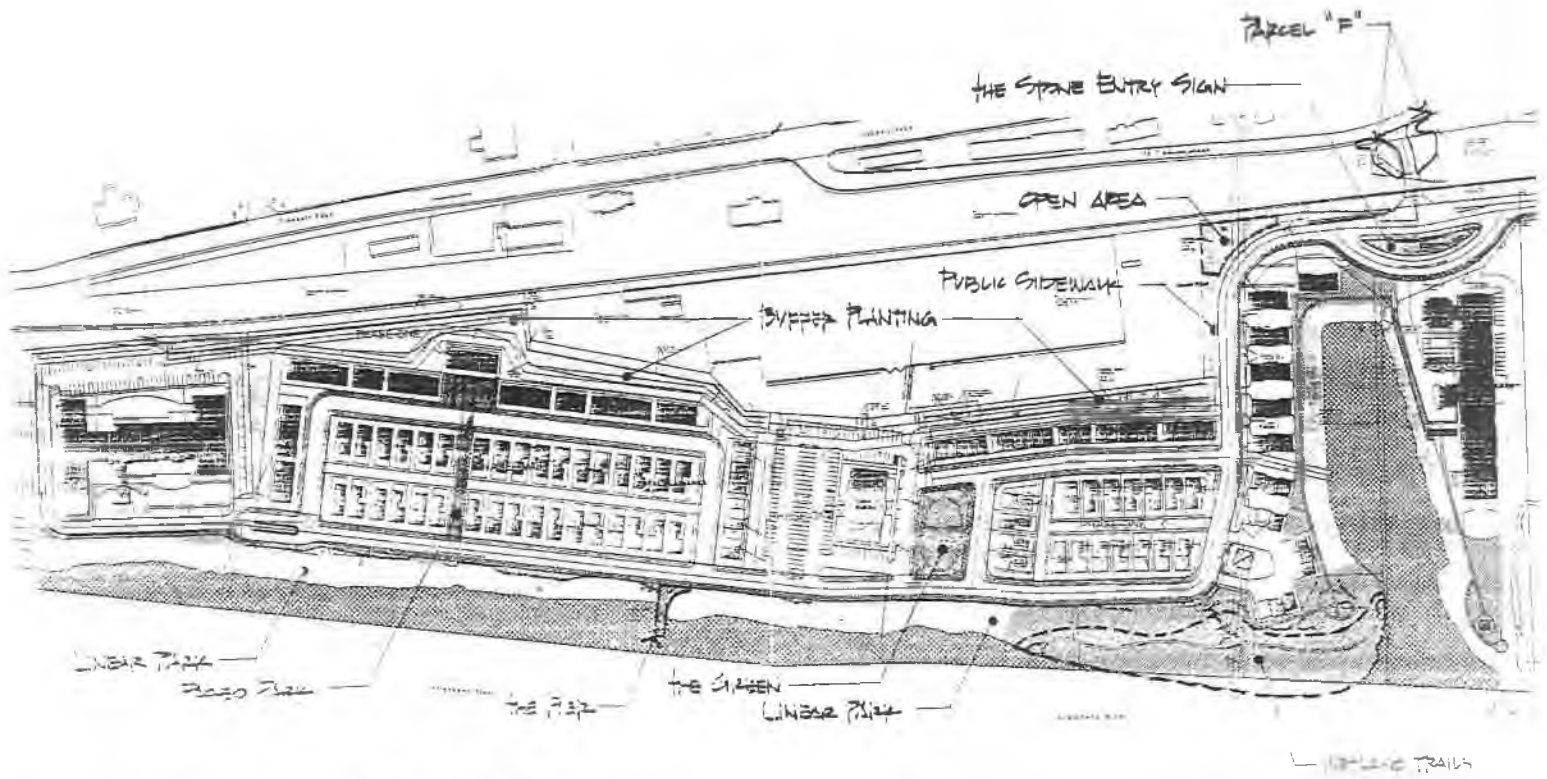
Containing approximately 0.039 acres, more or less.

BEING the property conveyed by Timothy E. Shaffer and Mark S. Shaffer to Chapel Harbors at the Water Associates, L.P. by deed dated April 7, 2003 and recorded on April 10, 2003 in the Allegheny Recorder of Deeds Office at Deed Book Volume 11618, page 593.

Part of Tax Parcel No. 0228-F-00102-0000-00

**EXHIBIT B
OPEN SPACE PLAN**







60 2006 00041286

Allegheny County
Valerie McDonald Roberts
Recorder of Deeds
Pittsburgh, PA 15219

Instrument Number: 2006-41286

Recorded On: December 12, 2006 As-Deed Agreement

Parties: CHAPEL HARBORS AT THE WATER ASSOCIATES

To CHAPEL HARBORS AT THE WATER ASSOCIATES

of Pages: 59

Comment: DECLARATION OF CONDO

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Deed Agreement	153.00
Pages > 4	54
Names > 4	0
Total:	153.00

Valerie McDonald Roberts, Manager - BLOCK AND LOT NUMBER

[Signature]

Date: / / - Int. By: **DECLARATION**
4.24.2008 en

I hereby certify that the within and foregoing was recorded in the Recorder's Office in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2006-41286
 Receipt Number: 817682
 Recorded Date/Time: December 12, 2006 01:07:38P
 Book-Vol/Pg: BK-DE VL-13085 PG-1
 User / Station: C Carson - Cash Super 04

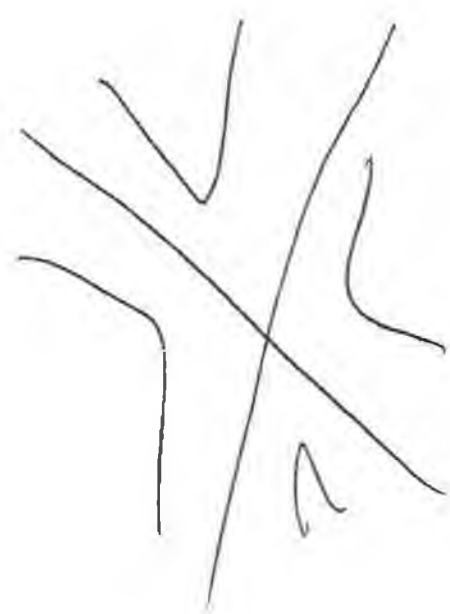
BLUMLING & GUSKY
 WILL CALL
 PITTSBURGH PA 15219



[Signature]
 Valerie McDonald-Roberts Recorder of Deeds

58

WILL CALL
Blumling & Gusky
1200 Koppers Building
Pittsburgh, PA 15219



DECLARATION OF CONDOMINIUM
OF
MARBELLA AT CHAPEL HARBOR CONDOMINIUM

Pursuant to the provisions of the Pennsylvania
Uniform Condominium Act,
68 Pa.C.S.A. 3101 et. seq.

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DECLARATION OF CONDOMINIUM
OF MARBELLA AT CHAPEL HARBOR CONDOMINIUM

ARTICLE I – SUBMISSION; DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. Zambrano Condominium Associates, LP, a Pennsylvania limited partnership (the “Declarant”), owner in fee simple of the Real Estate described in Exhibit “A” attached hereto, located in O’Hara Township, Allegheny County, Pennsylvania, hereby submits the Real Estate, 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 creates with respect to the Property, “Marbella at Chapel Harbor Condominium” (the “Condominium”).

Section 1.2 Defined Terms.

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

1.2.2. The following terms are used or defined in general terms in the Act and shall have specific meanings herein, as follows:

- a. “Annual Assessment” means an individual Unit’s share of the anticipated Common Expenses for each fiscal year as reflected in the budget (or any revision thereof) adopted by the Association for such year, and collected on a monthly basis.
- b. “Architect” means Indovina Associates Architects and its successors and assigns.
- c. “Assessment” means Annual Assessment or Special Assessment, as the case may be.
- d. “Association” means the Unit Owners’ Association of the Condominium and shall be known as the “Marbella at Chapel Harbor Condominium Association.”
- e. “Building” means the Building constructed on the Property.
- f. “Bylaws” means the document having that name and providing for the governance of the Association pursuant to Section 3306 of the Act, as such document may be amended from time to time.
- g. “Common Elements” is defined in Article IV. The term “Common Elements” shall include Limited Common Elements unless otherwise designated and distinguished.
- h. “Common Expenses” means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocation to reserves.

i. "Community Areas" means the main lobby, meeting room, office and mail room, guest room and exercise room located on the main floor and shown on the Plats and Plans as Common Elements.

j. "Condominium" means the Property described in 1.1 above.

k. "Condominium Documents" means, collectively, the Public Offering Statement, this Declaration, the Plats and Plans, the Bylaws, the Rules and Regulations, and the Maintenance Manual, as the same may be amended from time to time.

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

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

n. "Executive Board" means the Executive Board of the Association and is further defined in the Bylaws.

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

p. "Limited Common Elements" is defined in Section 4.2 and in the Act.

q. "Limited Expenses" or "Limited Common Expenses" means those Common Expenses described as such in Section 3314(c) of the Act, as modified by this Declaration incurred in relation to Limited Common Elements.

r. "Maintenance Manual" means the manual to be prepared and distributed to all Unit Owners and to the Association pursuant to Article VII of the Bylaws.

s. "Material Improvements" is defined in Section 3.3.

t. "Parking Areas" means the Parking Garage and the outdoor areas where parking of vehicles is permitted.

u. "Parking Garage" means the covered parking level located on the lowest floor of the Building containing seventy-five (75) spaces as shown by the Plats and Plans, as further defined in Section 17.4.

v. "Parking License" is defined in Section 17.4.

w. "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 in accordance with this Declaration and the Act.

x. "Permitted Mortgages" means a first or second lien mortgage encumbering any Unit and complying with the provisions of Section 8.1 below.

y. "Permitted Mortgage Holder(s)" is defined in Section 8.1.

z. "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "B" and made a part hereof, as the same may be amended from time to time. They are entitled Marbella at Chapel Harbor, prepared by the Architect, dated March 10, 2004.

aa. "Property" means the Property described in Section 1.1.

bb. "Public Offering Statement" means the statement issued by Declarant pursuant to §3402 of the Act.

cc. "Rules and Regulations" means the Rules and Regulations as adopted and amended from time to time by the Executive Board pursuant to the Act, the Declaration or the Bylaws, including without limitation, those related to the Community Areas and the Parking Areas.

dd. "Size" means the Size of a Unit as defined in Section 2.1.

ee. "Special Assessment" means an individual Unit's share of any assessment made by the Association in addition to the Annual Assessment.

ff. "Terraces" means those Terraces appurtenant to all the Units.

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

hh. "Unit Owner" means the owner of fee simple legal title to a Unit and not the purchaser of a Unit under an executory contract.

Section 1.3 Provisions of the Act. The provisions of the Act shall apply to and govern the operation and management of the Condominium Property, except to the extent that contrary provisions, not prohibited by the Act, are contained in this Declaration or any other of the Condominium Documents.

ARTICLE II – ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES

Section 2.1 Percentage Interests. Attached as Exhibit "C" hereto is a list of all Units by their identifying numbers and the Percentage Interest appurtenant to each Unit, determined on the basis of size, by dividing the "size" of the Unit by the aggregate of the "sizes" of all Units. The "size" of each Unit is the total number of square feet of floor space contained therein, including appurtenant Terraces, determined by reference to all dimensions shown on the Plats and Plans. The Percentage Interest shall determine the share of Common Expense Liability

appurtenant to each Unit. The Percentage Interest shall not be used to determine votes in the Association; rather, each Unit will be entitled to one vote on matters for which voting is permitted or required hereunder.

Section 2.2 Unit Boundaries. Each Unit consists of the space within the Upper and Lower (Horizontal) Boundaries and the Vertical Boundaries as set forth below in Section 2.3 and Section 2.4.

Section 2.3 Upper and Lower (Horizontal) Boundaries. The upper and lower boundaries of a Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

(a) Upper Boundaries. For the interior portion of all Units, the upper boundary of the Unit shall be the horizontal plane of the bottom surface of the concrete floor slab above the Unit. The Unit shall include the thickness of any finishing material, such as drywall, wall board, paint, plaster, ceiling tiles, drop ceilings or similar materials. For all Terraces, the upper boundary shall be the bottom of the finish on the concrete slab or other bottom surface of any roof or other structure above such Terraces;

(b) Lower Boundaries. For the interior portion of all Units, the lower boundary will be the horizontal plane of the top surface of the unfinished concrete floor slab. The Unit includes the thickness of any finishing material, such as carpeting, padding, wood, tile, linoleum or other similar flooring. For all Terraces, the lower boundary shall be the top of the waterproofing on the floor surface thereof.

Section 2.4 Vertical Boundaries. (a) For the interior portion of all Units, the vertical boundaries shall consist of the following:

(i) The Unit side surface of the steel studs attached to the exterior masonry bearing walls or exterior metal stud;

(ii) The Unit side surface of the steel furring attached to the interior masonry bearing walls;

(iii) The Unit side surface of the drywall attached to the steel stud dividing wall which divides the Unit from the adjacent corridor; and

(iv) The Unit side surface of the drywall attached to the steel stud dividing wall which divides the Unit from an adjacent Unit.

The Unit shall include the thickness of any paint, wallpaper, or similar finishing material attached to the material designating any such vertical boundary.

(b) For all Terraces, the vertical boundaries shall be the Terrace side surface of all brick walls bordering such Terrace and vertical planes extending upward therefrom to the intersections with the upper boundary of such Terrace. The airspace on either side of the doors

in the openings between the interior of a Unit and an appurtenant Terrace are part of the Unit, but framing related to such doors are Common Elements and the glass is a Limited Common Element.

(c) Unless otherwise designated herein, all portions of the Property located within the unit boundaries, including (by way of illustration and not limitation) the following, are part of the Unit:

(1) The air space enclosed within the Unit boundaries, except the air space displaced by structural members; by supporting walls; by furred utility shafts or pipes or similar conduits within or passing through each Unit and by other Common Elements within each Unit, such as chutes, flues, ducts, wires, conduits, chases, and piperuns that serve more than one Unit;

(2) All doors or other openings between the interior of a Unit and the Terraces appurtenant thereto;

(3) All partitions and walls which are wholly contained within the Unit boundary lines, including, without limitation, door frames, hardware, electrical outlets and wiring, communication outlets and conduits, and other items and devices in such partitions (except to the extent otherwise expressly provided herein);

(4) All glass, including the interior and exterior surfaces thereof, including that which is set in sash in the exterior walls of the Units. The outside window sills (except the Unit-side surface of such window sills) are Common Elements;

(5) Both sides of all doors opening into Common Elements or onto the appurtenant Terrace;

(6) All paint, wall covering, ceiling covering, floor covering, drywall, wall board and similar materials and substances inside the Unit;

(7) All plumbing fixtures, and their water and waste connections, which serve only such Unit;

(8) Bathroom and kitchen exhaust grilles and registers which serve only that Unit;

(9) All items of kitchen equipment, and their water, waste, gas and electrical connections, which serve only the Unit and which are located within the Unit;

(10) Lighting devices, including, by way of illustration and not limitation, lamps and bulbs which are surface mounted on, recessed in, or suspended from, ceilings, walls and partitions within or on the perimeter of such Unit, provided such lighting devices are themselves located within the boundaries of such Unit;

(11) Wires, cables, conduits, circuits and related equipment transmitting electricity for lighting and power or transmitting electrical or communication signals (except to the extent otherwise specifically provided herein), which serve only such Unit;

(12) Telephone and television outlets, wires, cables and conduits serving only such Unit, whether or not such telephone outlets, wires, cables and conduits are located entirely within the boundaries of such Unit;

(13) Medicine cabinets (including, by way of illustration and not limitation, all associated lighting fixtures and accessories) and other penetrations into or through Unit boundaries, whether or not located entirely within the boundaries of such Unit, provided that any such penetrations do not compromise the fire rating or STC (sound transmission class) rating;

(14) Refrigerators, ranges, microwave ovens, freezers, dishwashers and other appliances, and the portions of their water, waste, gas, electrical and exhaust connections which serve only such Unit and which are not located within any exterior wall, or interior wall or partition separating a Unit from any adjoining Unit or Common Element. However, this provision shall not be construed as granting any Unit Owner the right to operate any appliance in his Unit if such Unit Owner is obligated to obtain approval of such use by this Declaration, the Bylaws or the Rules and Regulations;

(15) All drop-ceilings, tiles, supports and similar installations and all air space between the Upper Horizontal Boundary and such installation;

(16) The Terraces as bounded aforesaid, appurtenant to and which serve a Unit, excluding railings.

Section 2.5 Voting. Each Unit will be entitled to one vote on matters for which voting is permitted or required hereunder.

ARTICLE III – UNIT, COMMON ELEMENT AND LIMITED
COMMON ELEMENT CONSTRUCTION AND MAINTENANCE
RESPONSIBILITIES AND UNIT RECONSTRUCTION

Section 3.1 Initial and Subsequent Work. The provisions hereof shall apply to all work done for or on behalf of the initial Unit Owner of each Unit in preparing his or Unit for occupancy and thereafter, as well as to all subsequent Unit Owners, except where the work is performed by or through Declarant.

Section 3.2 Unit Maintenance Responsibilities. Each Unit Owner shall be responsible for and shall pay the cost of the maintenance, repair and replacement of all or any portion of his Unit including cleaning and replacing all interior or exterior doors and glass window panes in or appurtenant to his Unit. If any exterior window glass shall break, the Unit Owner shall notify the Association, the Association shall repair such Terrace or such glass and charge the cost thereof to the Unit Owner, and such cost shall be treated as a Special Assessment due from such Unit Owner. All maintenance, repair, decoration and replacement by Unit Owners shall be in a

manner which will not impair the structural integrity or appearance of the Building or impair any mechanical, plumbing or electrical system therein. The materials and workmanship used in such maintenance, repair, decoration or replacement by Unit Owners shall be of the same type and quality as were originally provided in the Unit and are subject to the condominium specifications and approval of the Association.

Maintenance, repairs and replacements of flooring, trim, the refrigerators, ranges, and other kitchen appliances and lighting fixtures and facilities and bath fixtures and other appliances, equipment, vanities, mirrors, shelving and similar matters including, without limitation, all decorations, wall coverings and paint of any Unit Owner shall be at the expense of such Unit Owner.

Section 3.3 Material Improvements. Any construction, maintenance, repair or replacement which might affect the structural integrity or appearance of the Building from the interior or the exterior or any other Unit or Common Elements or any mechanical, plumbing or electrical system (a "Material Improvement") shall require written approval of the Association as to materials and design. Each Unit Owner shall be required to repair or replace at such Unit Owner's sole expense any portion of his Unit which, if not repaired or replaced, would adversely affect the structural integrity or appearance of the Building or Common Elements or adversely affect another Unit in any manner. If a penetration of any part of the dry wall or similar wall material results in damage to any part of an electrical system or in damage of any other nature or adversely affects the Building's fire rating, it will be the responsibility of the Unit Owner to promptly correct same and to pay any costs caused thereby or related thereto. At the discretion of the Executive Board, if a penetration of any part of the dry wall or similar material results in an interference with the ability of the Association or its agent to have access to the Common Elements behind the dry wall, it shall be the responsibility of the Unit Owner to promptly remove the interference. If any Unit Owner fails to comply with any of the requirements of the preceding sentences, the Association may in its sole discretion make such repair or replacement and assess the expense thereof against such Unit Owner as a Special Assessment.

Section 3.4 Common Elements and Limited Common Elements. Except as set forth in Section 3.3 or this Section 3.4, the operation, maintenance, repair, improvement and replacement of Common Elements shall be the responsibility of the Association. However, each Unit Owner shall be responsible for and shall pay the cost of the ordinary maintenance, repair and replacement of all or any portion of a Limited Common Element appurtenant to his Unit, including but not limited to those portions of furnaces and condensing unit systems and all pipes, lines and other connections thereto not located within a Unit, and also railings and arbors. The Association will provide an on-site concierge from 10 a.m. to 2 p.m., six days per week. The Association will provide weekly cleaning of the Common Elements within the Building.

Section 3.5 Decorating and Maintenance of Units. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his or her own Unit (after initial installation by Declarant, if any), including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Subject to any rules and regulations pertaining thereto, each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings,

which constitute the exterior boundaries of the Unit and shall have the right to decorate such interior surfaces from time to time as the Unit Owner may see fit and at the Unit Owner's sole expense. Each Unit Owner shall maintain the interior surfaces of the Unit in good condition at the Unit Owner's sole expense. No work will be carried out by any Unit Owner which could affect any other Unit Owner or the Common Elements except in accordance with this Article III. The interior and exterior surfaces of all windows forming part of the perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The use of and the covering of the interior surfaces of all windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the reasonable control of the Association as set forth herein in Section 7.2. Decorating of the Common Elements exclusive of the Limited Common Elements shall be furnished by the Association as part of the general Common Expense. Also see Section 7.1 hereof as to Terraces.

Section 3.6 Maintenance of Equipment, Fixtures, etc. To the extent that equipment, facilities and fixtures within the Unit or Units shall be connected to equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the control of the Association. The authorized representatives of the Executive Board, or of the manager or Managing Agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs or replacements of or to the Property or any equipment, facilities or fixtures affecting or serving other Units or any other portion of the Condominium Property.

Maintenance, repairs and replacements of any lines or facilities for the bringing of water electricity, communication services and other utilities to the Building and to any lines or facilities serving more than one Unit or a Unit and Common Elements, shall be furnished as part of the Common Expenses. All such lines and facilities within the Unit or serving only a Unit, by way of illustration and not limitation, furnaces, water closets, and service lines leading from a meter to the Unit or from the Unit to a line serving more than the Unit or the Unit and Common Elements, shall be a Unit Owner expense.

Section 3.7 Plan Approval. In addition to the requirements, rights and restrictions set forth in Sections 3, 1, 3.3, 3.5, and 3.6 above, any Material Improvements must be in accordance with 3.8 or 7.2(k) and must be carried out pursuant to plans and specifications prepared by an architect or engineer licensed in Pennsylvania and submitted to the Association for prior approval, said approval not to be unreasonably withheld or delayed.

Section 3.8 Other Requirements. As to any construction, repairs, replacement or maintenance by a Unit Owner, excepting periodic cleaning:

(a) Any contractor(s) to be used must be approved by the Association. In deciding whether or not to approve such contractor(s), the Executive Board may consider, among other things, the financial responsibility and stability of the contractor(s) and its ability and capability to work harmoniously with other contractors then working in the Building;

(b) The Unit Owner shall at the Unit Owner's expense obtain all permits and licenses, including an occupancy permit if appropriate, necessary for any work and shall provide

the Association with copies thereof. All contracts for which a mechanics' lien might be filed shall include a "no lien" agreement, and proof of filing same prior to construction start shall be provided to the Association. All work must comply with all applicable municipal codes, rules and regulations;

(c) All costs related to any Material Improvement or the approval thereof by the Association, including without limitation, the cost of the Association's architect's review, shall be paid by the Unit Owner. The Executive Board may require the posting of a deposit, surety bond or other financial security to cover such costs as it in its sole reasonable discretion deems necessary;

(d) The contractor shall provide evidence of general liability and worker's compensation insurance coverage in form and substance acceptable to the Executive board;

(e) All work will be done under no-lien contracts.

Section 3.9 Maintenance Manual. Please refer to the Bylaws as to the Maintenance Manual and the obligations for maintenance to be carried out pursuant thereto.

Section 3.10 Remedies. Upon failure of any person to comply with the foregoing provisions, the Executive Board may, after notice to the Unit Owner, take such action as may be necessary to effect compliance with the foregoing and assess the cost thereof to such Unit Owner pursuant to Section 9.5 as if it were a Common Expense. This Section shall not be deemed to limit any other remedy that the Executive Board may have.

ARTICLE IV – DESCRIPTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 4.1 Common Elements. The Common Elements are all portions of the Condominium Property that are not included in any Unit but exclude interior parking spaces subject to Parking Licenses and all other Limited Common Elements. An undivided interest in such Common Elements is hereby allocated to all Units on the basis of their respective Percentage Interests. Common Elements include, without limitation, the following:

(a) The foundations, structural parts, supports, main-walls, common walls separating Units from other Units, or from Common Elements, all roofs, lobbies, hallways, stairways and entrances and exits to the Condominium Property;

(b) Courtyards, trees, shrubbery, grass, walkways, driveways, vehicular ramps and similar improvements, excepting that which is noted in Section 4.2;

(c) All apparatus and installations existing for common use, including, without limitation, exterior building improvements;

(d) The Community Areas;

(e) Furnaces, condensing units and vents for Community Areas and other Common Elements and all pipes, lines and other connections therefor;

(f) Those areas defined as Common Elements in the Act;

(g) All air space above the surface of the Land, excluding the air space enclosed by any Unit, and all soil and other elements below the surface of the Real Estate as the same may be limited by Exhibit "A";

(h) All elevators located within the Condominium Property and all areas adjacent thereto, notwithstanding the fact that certain elevators may service only certain Units and may otherwise be considered Limited Common Elements under the Act; and

(i) Portions of the Parking Garage and outdoor Parking Areas not subject to Parking Licenses until so licensed.

Section 4.2 Limited Common Elements. Limited Common Elements shall, without limitation, include:

(a) All utility lines, pipes and ducts which serve one or two Units combined but which are not located within the boundaries of such Unit or combined Units;

(b) Those portions of furnace, condensing units and vents and all pipes, lines and other connections therefor which serve individual Units and which are located within the boundaries of such Unit or combined Units;

(c) Licensed Parking spaces;

(d) All portions of furnaces, condensing units and vents and all pipes, lines and other connections therefor which serve individual Units and which are located on the Building Roof;

(e) Any other areas designated as Limited Common Elements in the Plats and Plans or so defined in the Act, and not otherwise designated herein.

Section 4.3 Description of Common Elements as Limited Common Elements. The Executive Board (and the Declarant subject to Section 17.4 hereof) shall have the authority, pursuant to §3209(c) of the Act to allocate and designate portions of the Common Elements as Limited Common Elements.

ARTICLE V – EASEMENTS

Section 5.1 Additional Easements. In addition to and in supplementation of the easements provided for by §§ 3216, 3217 and 3218 of the Act, the following easements are hereby created as set forth below.

Section 5.2 Declarant's Use for Sales Purposes. Declarant shall have the right to maintain models, management offices and sales offices on the Property in Units or in Common Areas and to relocate such models, management offices and sales offices from time to time within the Property. The models, management offices, and sales offices shall be subject to the following requirements:

(a) The number and use of any Unit owned by Declarant are subject to his discretion. Models may also be used as sales, management and construction offices;

(b) Declarant shall have the right to place models, management offices, sales offices and advertising signs on any portion of the Common Elements in such locations as Declarant deems appropriate;

(c) Declarant may from time to time relocate models, management offices, sales offices and advertising signs to different locations within Units or 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. Such activities by Declarant shall all be at Declarant's expense.

Section 5.3 Utility Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant, appropriate utility and service companies, and governmental agencies or authorities for such utility and services lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this Section 5.3 shall include, without limitation, rights of Declarant, 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.

Section 5.4 Maintenance Easements. The Condominium shall be subject to the following easements:

(a) An easement over the Common Elements in favor of the Association, acting through its agents, employees and independent contractors, for purposes of the inspection, operation, maintenance, repair, improvement and replacement of the Common Elements;

(b) An easement over the Common Elements in favor of each Unit Owner for the maintenance, use, repair, improvement, removal and replacement of pipes, ducts, heating, ventilating and air conditioning systems, electrical, telephone and other wiring and cables and all

other utility lines and conduits which are a part of or serve a Unit and which pass across or through a different Unit or the Common Elements;

(c) An easement over and through the Units in favor of the Association acting through its agents, employees and independent contractors, (1) for inspection of the Units in order to verify the performance by Unit Owners of all items of maintenance, repair and replacement for which they are responsible, (2) to carry out inspections and maintenance required by the Maintenance Manual, (3) for inspection, operation, maintenance, repair, improvement and replacement of the Common Elements and facilities contained therein situated in or accessible from such Units, and (4) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, Limited Common Elements and/or the Units. The Association and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of his Unit resulting from the Association's exercise of any rights it may have pursuant to this Section 5.4(c);

(d) Wherever in this Declaration and the Plat and Plans a boundary of a Unit is described as being the Unit-side surface of a designated portion of the Condominium Property, or the plane formed thereby, an easement exists in favor of the Unit Owner for the purposes of decorating such surfaces and affixing thereto and removing therefrom flooring and floor coverings, wall board, paint, wallpaper, and other decorative articles, all at the sole cost, expense and liability of the Unit Owner of such Unit and subject to such rules and regulations as the Executive Board may adopt from time to time. The Unit Owner shall be liable to the Association for the cost of repair or restoration of any Common Elements damaged by the exercise of the easement, except to the extent that such damage is caused by fire or a hazard for which the Association is insured or is required to be insured. The Association, acting on behalf of all Unit Owners, shall at all times while this Declaration is in effect retain the right and duty to maintain, repair, improve and/or replace the portions of the Condominium Property of which said surfaces are a part, notwithstanding the fact that such maintenance, repair, improvement or replacement may temporarily adversely affect the Unit Owner's aforesaid easement and right to use the Unit-side surface of such portion of the Condominium Property.

ARTICLE VI – AMENDMENT OF DECLARATION

Section 6.1 Amendment Generally. 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 6.2. Rights of Secured Lenders. Notwithstanding the foregoing, subject to the limitations imposed by § 3221 of the Act and § 803-08N of the Federal National Home Mortgage Association (FNMA) requirements and any requirements imposed by the Federal Home Loan Mortgage Corporation (FHLMC), any amendments to or of the Declaration relating to:

(a) terminating or abandoning the Condominium (except for termination or abandonment through a taking by eminent domain);

(b) abandoning, encumbering, selling or transferring the Common Elements, except as to reconfiguring of Units;

(c) partitioning, subdividing, or combining any Unit or the Common Elements (except for the relocation of boundaries between Units, and except by the Declarant upon the initial Unit sales or as permitted by Section 7.2(k) or 7.2(l) hereof);

(d) changing the percentage interests of any Unit Owners (except to the extent the square foot area of Units changes as a result of the relocation of boundaries between Units); or

(e) the use of hazard proceeds for losses to any part of the Condominium or the Condominium Property for purposes other than restoration or repair;

shall require approval of the Unit Owners having 67% of the votes in the Association and prior written approval of two-thirds (2/3) of all Permitted Mortgage Holders, and further the prior written consent of any Permitted Mortgage Holder with a lien upon any Unit directly affected by (c), (d) or (e) above.

Other amendments relating to: voting, assessments, liens, reserves, insurance, use of Common Elements, maintenance responsibilities, Unit boundaries, Common Element interest, leasing and restrictions on alienation, or Special Declarant's rights shall require approval of the Unit Owners having 67% of the votes in the Association, and of the Declarant so long as he is the owner of a Unit or Units. Any amendment to Section 6.2 hereof shall require the consent of all the then Permitted Mortgage Holders.

Section 6.3 Amendments to Cure Ambiguities. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that is defective, missing or inconsistent with any other provision thereof or of the Act, 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 upon receipt by the Executive Board of an opinion from legal counsel to the effect that the proposed amendment is permitted by the Act and by the terms of this Section 6.3. Each amendment of the type described in this Section 6.3 shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board.

ARTICLE VII – USE RESTRICTIONS

Section 7.1 Use of the Property. The use of the Units and of the Common Elements and Limited Common Elements, including the Parking Areas shall be only in accordance with the provisions of (i) the Act, these Declarations, the Plats and Plans, the Bylaws and the Rules and Regulations (in effect from time to time); (ii) all other applicable provisions of law, and of any rules, regulations, orders, decrees or requirements of any governmental or quasi-governmental body or agency or board of fire underwriters; (iii) any covenants, conditions and restrictions in

the deed of any Unit; (iv) any mortgage or other instrument affecting that Unit or any other Unit; and (v) those matters set forth in Article VI of the Declaration.

Section 7.2 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) No Unit (except any Unit owned by the Declarant or the Association and used by either of them as manager's quarters or offices, sales offices, models or storage facilities) shall be used for any purpose other than as a residence for the use of one person or one family (as the term "family" may be defined from time to time by O'Hara Township ordinance);

(b) A Unit Owner may lease his or her individual Unit; provided however, that a Unit may not be leased by a Unit Owner for a term of less than one (1) year; and provided further, however, that the total number of Units leased at any one time by all Unit Owners shall not exceed ten (10) Units. Any lease of a Unit shall be in writing in a form preapproved by the Executive Board without any material changes, shall contain a clause that makes any breach of any of the Condominium Documents a breach of said lease, and a cause for termination thereof. A copy of each lease must be furnished to the Association within five (5) business days after execution thereof. The rights of any lessee of any Unit shall be subject to, and each of the lessees shall be bound by, the covenants, conditions and restrictions contained in any of the Condominium Documents. The Owner of any leased Unit shall be jointly and severally responsible with any tenant for full compliance with all the terms and conditions of the Condominium Documents. No Unit may be subleased;

(c) Declarant may carry on any activities permitted by Section 5.2 hereof in any Unit owned by Declarant, and nothing contained within this Article VII or otherwise shall be deemed to limit its right to sell or lease any and all Units owned by Declarant and to sell Parking Licenses, which rights are expressly retained by the Declarant so long as Declarant owns any Unit. This provision may not be amended without the written consent of the Declaration so long as Declarant is such owner;

(d) Unit Owners may not install any window air conditioner, exhaust fans or any other item which protrudes through a window serving a Unit, nor shall any structure, addition, awning, screen, clothes line, pot, flower bed or similar decoration which is visible from the outdoors be placed or maintained upon any exterior door, window or Terrace or any outside wall of the Building, without prior written approval of the Executive Board. No exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted on any Terrace. Declarant or the Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Condominium. Declarant or the Association may designate an area or areas on the roof of the Building for the placement by Unit Owners of radio, television, microwave or other antenna or antenna dish or signal capture and distribution devices. No Unit Owner (other than Declarant in connection with its marketing or sale of the Unit) may erect any sign on or in a Unit or any Common Element which is visible from the outdoors or the Common Elements;

(e) No industry, business, trade, occupation or profession of any kind, be it commercial, religious, educational or otherwise wherein:

- (i) customers or clients visit the Unit; or
- (ii) any merchandise or products are sold from or stored in the Unit; or
- (iii) any person not a full time resident of the Unit is employed or otherwise engaged in the Unit; or
- (iv) any smoke, dust or noise not usually found in a dwelling Unit is emitted; or
- (v) any equipment or machinery is utilized other than a telephone, fax machine, personal computer or printer or similar equipment normally found in a residence;
- (vi) may be conducted, maintained or permitted in any part of the Condominium Property, except in such areas of the Common Elements that the Executive Board may decide;

(f) No person shall cause or permit a nuisance on the Property and no use or practice shall be permitted on the Condominium Property which is a source of annoyance to Unit Owners or tenants, or which unreasonably interferes with the peaceful possession and proper use of all or any part of the Condominium Property by its Unit Owners and tenants;

(g) No cooking or grilling may be done on any Terrace (other than ground level Terraces, provided that such cooking or grilling on a ground level Terrace is done on a gas grill) or the Common Elements (except for grilling on the outdoor gas grills installed by Declarant, the use of which shall be subject to any rules and regulations regarding the use thereof as may be established by the Executive Board from time to time) without the prior approval of the Executive Board, including reasonable restrictions and limitations related thereto;

(h) In addition to any restriction contained in the Condominium Documents, all laws, statutes, orders, ordinances, occupancy limitations, rules and regulations of all governmental and quasi-governmental bodies having jurisdiction thereof, including without limitation, zoning laws and regulations, shall be observed at all times;

(i) Nothing shall be done or kept in any Unit or in any Common Elements or Limited Common Elements which might increase the premiums for insurance coverage for the Condominium Property or any part thereof beyond the normal premiums applicable for residential space, without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or the Common Elements which will result in the cancellation of insurance on the Condominium Property or any part thereof, or which will be in violation of any law;

(j) The Condominium Property is to be maintained in a clean and sanitary condition, and no Unit Owner is to place or store any garbage, trash, rubbish, bicycles, children's toys, or other personal property in the Common Elements or permit any unsightly condition to exist therein or thereon or on any Terrace except as expressly provided for, subject to the rights of the Declarant hereunder. There shall be no obstruction of the Common Elements, nor shall

anything be stored in the Common Elements, without the prior written consent of the Association, unless otherwise provided in the Rules and Regulations;

(k) Upon compliance with the requirements of Section 7.2(m) hereof and subject to §§3213, 3214 and 3215 of the Act, two or more entire adjacent Units, or with the prior written consent of the Association portions thereof on the same floor or on contiguous floors, may be combined, provided that both of the combined Units are under common ownership at the time of effecting such combination, whereupon the Percentage Interests in the Common Elements appurtenant to such combined Units shall be the sum of the respective Percentage Interests in the Common Elements appurtenant to each of the Units or portions thereof that have been combined;

(l) No Unit may be subdivided by any Unit Owner unless the subdivided parts will be attached to another Unit and the Unit Owner obtains the prior written consent of the Executive Board, except that if Units have been combined pursuant to §7.2(k) above, they may later be subdivided, without the consent of the Executive Board, provided that after such subdivision they are the same as the Units that existed prior to the combination. In the event of any such subdivision, the subdivision shall comply with the provisions of §§3213, 3214 and 3215 of the Act, the Percentage Interest allocated to each Unit resulting from such subdivision shall be determined in the manner set forth in Section 2.1, and the subdivided Units will be given consistent designations, i.e., 601(a), 601(b), etc. Declarant may combine or subdivide Units owned by it, or convert any such Unit into two or more Units, Common Elements, or a combination of Units and Common Elements, subject to Section 7.2(m) and §§ 3213, 3214 and 3215 of the Act;

(m) Any Unit Owner desiring to perform any alteration, division, subdivision or combination (hereinafter in this subsection (m) "Alteration") of a Unit permitted hereby shall:

(1) Refrain from making any Alteration that will impair or jeopardize the structural integrity of the Building or any mechanical, plumbing or electrical or other service system therein, adversely affect either the fire retardant or sound absorbent quality of the Building, lessen the support of any portion of the Building, or violate any applicable law, ordinance or governmental rule, regulation or order;

(2) Obtain the approval of the Association (which approval shall not be unreasonably withheld and which shall not be required for the Declarant) prior to the commencement of any such Alteration involving a combination and/or division of Units (such approval may include review by an architect or a structural engineer of the Unit Owner's plans for such Alteration, the cost of which review shall be borne by the Unit Owner) ;

(3) Comply with Sections 3.3 and 3.7 hereof; and

(4) pay all costs and expenses incurred in connection with the preparation, review, execution and recording of any amendment to this Declaration (including the Plats and Plans) needed in order to reflect the condition of the Building after completion of such Alterations, which amendment shall be in recordable form and shall be recorded by the Association in accordance with the Act.

(n) Nothing shall be done or be permitted to be done which could jeopardize the soundness or safety of the Building or impair any easement therein without the consent of all Unit Owners to such impairment;

(o) No Unit Owner shall keep or harbor any animals on the Condominium Property without the written consent of the Association, except for no more than two dogs which must be under 40 pounds, or a trained leader dog for a blind resident of a Unit, or one cat or three caged birds, or tropical fish. Such consent, if given, may be upon such conditions as the Association may prescribe. No pet shall be maintained or harbored within a Unit so as to create a nuisance to any other Unit Owner. A determination by the Executive Board that a pet creates a nuisance to any other Unit Owner shall be conclusive and binding upon all parties. Upon such a determination, this consent shall be deemed to be automatically revoked and said pet must be immediately removed from the premises. No animals permitted under this Section 7.2(o) may be kept for commercial or breeding purposes. All dogs must be registered with the Association and licensed by the appropriate governmental authorities. It shall be the duty of a Unit Owner to supply the Executive Board on an annual basis with a Certificate of Vaccination from a qualified veterinarian for each dog or cat owned by the Unit Owner as permitted hereunder, certifying that such animal has had administered to it the inoculations which the Executive Board, in its sole discretion, deems necessary, including, by way of example, vaccinations to prevent rabies and distemper. In the event such pet is not so vaccinated, the Unit Owner shall indemnify and hold the Association harmless from any liability or damage to persons or property arising as a result of said failure to vaccinate. No animal will be permitted outside the Unit owned by the owner thereof except on a leash or in a cage. No other animals are permitted in the Units or on the Condominium Property;

(p) No Unit Owner shall paint nor make any alteration of any nature to a Terrace assigned to his or her Unit which will change in any respect the appearance of the Terrace when viewed from another Unit or the outdoors. No Unit Owner shall place any object or fixture (by way of illustration and not limitation, furniture, equipment, supplies, wood, landscaping or light fixtures or bulbs) which change the exterior or interior appearance of the Building or which will endanger persons or property below the Terraces. Terraces shall be used in conformance with Rules and Regulations relating thereto from time to time adopted by the Executive Board;

(q) All window dressings including liners visible from the outside or from any other Unit must be (i) white or off white or (ii) similar materials and colors, subject to prior written approval of the Executive board, such approval not to be unreasonably withheld or delayed;

(r) In the use or occupancy of a Unit at any time, the hard surface flooring material, such as wood, marble, ceramic tile, slate, quarry tile or other similar material, that is installed in rooms other than bathrooms shall have an approved sound underlayment in strict accordance with Tile Council of America, Inc., standards. Armstrong Sundial solarium sheet vinyl or its equal can be installed in the kitchen or laundry room of a Unit without installation of the above mentioned sound underlayment. The Sound Transmission Class ("STC") and Impact Insulation Class ("IIC") ratings for the sound control of floor systems, including said sound

underlayment, shall be a minimum of 55 for STC and 57 for IIC. No Unit Owner shall make any alteration in his Unit which will decrease the STC or IIC rating through any Common Element. The Executive Board shall have no obligation to enforce this restriction except upon a written complaint filed by a Unit Owner or tenant. The Executive Board shall attempt to resolve any complaint informally but shall, upon demand of any Unit Owner or tenant party to the complaint or upon its own discretion, refer the complaint to an architect or engineer for a final, binding decision as to STC rating or IIC rating. The decision of such architect/engineer shall be final and unappealable. The Association's costs of resolving the complaint, including, without limitation, reasonable architect or engineering fees and lab tests, shall be borne solely by the losing Unit Owner or tenant party (ies) in the complaint. Upon a decision that material or installation fails to meet noise transmission requirements in a Unit, that Unit Owner shall immediately bring the Unit into compliance;

(s) Guests and visitors shall be admitted to the Condominium Property in strict conformance with Rules and Regulations relating to guests and visitors from time to time adopted or approved by the Executive Board;

(t) Children shall use the Common Elements in strict conformance with Rules and Regulations relating to children from time to time adopted or approved by the Executive Board;

(u) No Unit shall be occupied by more persons than 2 persons per bedroom;

(v) The Association may designate the Common Elements or portions thereof as non-smoking.

Section 7.3. Sale of Units. There shall be no restriction upon the sale, conveyance or other transfer of any Unit, but any sale, conveyance or other transfer (including, without limitation, mortgages and leases to the extent provided by law) shall be subject to the Act, the Condominium Documents and the provisions of the deed to the Unit.

Section 7.4 Powers of Executive Board to Enforce Rules and Regulations. The Executive Board shall have the power to enforce the above restrictions and to promulgate, amend, modify and repeal from time to time and enforce such additional Rules and Regulations on behalf of the Association as it may deem to be reasonably necessary or desirable, and shall have the right to bring actions at law or in equity to enforce any matter contained in the Condominium Documents. Copies of the new Rules and Regulations shall be furnished to all Unit Owners by the Executive Board promptly after the promulgation, amendment, modification or repeal of such Rules and Regulations. The Executive Board shall further have the right to levy fines for violations, provided that the fine for a single violation may not, under any circumstances, exceed One Hundred Dollars (\$100.00), except as provided below. Each day a violation continues after notice thereof may be considered a separate violation, and the fine may be increased to Five Hundred Dollars (\$500.00) per day commencing with the fourth day following such notice. Any fine so levied is to be considered a Special Assessment levied specifically against the particular Unit Owner involved, shall be immediately due and payable, together with any costs of collection (including but not limited to attorney fees and court costs).

Collection may be enforced by the Executive Board in the same manner as the Executive Board is entitled to enforce collection of Special Assessments, and the Executive Board may also pursue any other remedies under the law.

ARTICLE VIII – MORTGAGES

Section 8.1 Permitted Mortgages. Except as provided in Section 8.3, a Unit Owner other than the Declarant or the Association may not voluntarily encumber or subject his or its Unit to any lien, other than to the lien of a first or second lien Permitted Mortgage.

All Permitted Mortgages must be held by one of the following Permitted Mortgage Holders:

(i) an institutional lender which makes mortgage loans in the normal course of its business;

(ii) a prior Unit Owner; or

(iii) any other mortgagee which has been approved by the Executive Board in writing, based on its stability and experience and in light of responsibilities and rights created under the Act and hereunder with respect to Permitted Mortgage Holders.

(a) All Permitted Mortgages and obligations secured thereby shall provide, generally:

(i) 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 the Condominium Documents; and

(ii) that the exercise of any rights of parties under the Condominium Documents shall not constitute a breach or an event of default under the Permitted Mortgage.

(b) Further, all such Permitted Mortgages shall provide specifically, but without limitation, that the Permitted Mortgage Holder shall have no right:

(i) to participate in the adjustment of losses with insurers or in the decision as to whether or how to repair damage to the Condominium Property;

(ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent of either:

(A) a distribution of such proceeds pursuant to § 3312(g) of the Act; or

(B) the availability of insurance proceeds in excess of the cost of the repair or restoration of the Unit (including its Percentage Interest in the Common Elements) encumbered by such mortgage; or

(iii) 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 Condominium Property other than within the Unit so mortgaged.

(c) Any 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.

When such a Permitted Mortgage is delivered to the Permitted Mortgage Holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. The Executive Board shall then promptly determine whether the mortgage complies with this section. If the Permitted Mortgage is confirmed as complying herewith by the Executive Board, its Secretary shall instruct the insurer of the Condominium Property to provide such Permitted Mortgage Holder with a Certificate of Insurance evidencing insurance coverage of such Unit and respective interest therein. The Secretary shall maintain a register of the Permitted Mortgage Holders, showing the names and addresses of the Permitted Mortgagees and the amount secured thereby. Whenever a Permitted Mortgage is satisfied, the Association shall be promptly notified.

Section 8.2 Rights of Permitted Mortgage Holders – Reports and Notices. Upon the specific written request of a Permitted Mortgage Holder or its servicer to the Executive Board, the Permitted Mortgage Holder 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 non-voting 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 \$60,000.00, or any part of the Common Elements, the repair of which would cost in excess of \$100,000.00;

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 sixty (60) 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 Permitted Mortgage Holder 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 Permitted Mortgage Holder hereunder.

Notwithstanding the foregoing in this Section, failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association and the Executive Board.

Section 8.3 Other Liens. A Unit Owner may permit or suffer liens, other than Permitted Mortgages, to be placed against his Unit; provided the holders of such liens shall not be entitled to any notices or any other rights, priorities or privileges of Permitted Mortgage Holders granted hereunder or under the Bylaws. In no event shall a holder of a lien on any Unit (excepting only a Permitted Mortgage Holder to such extent as may be expressly set forth herein) have any right, title or interest in any insurance proceeds.

ARTICLE IX – BUDGETS; COMMON EXPENSES;
ASSESSMENTS AND ENFORCEMENT

Section 9.1 Annual Assessments. Until the Executive Board adopts a budget and makes any Annual Assessment for General Common Expenses and for Limited Expenses or Special Assessment based thereon, Declarant shall pay all expenses of the Condominium. The Executive Board may adopt a budget for each fiscal year commencing on January 1st of the year in which this Declaration is recorded, or later if the initial budget is not then adopted by the Executive Board, and for each such fiscal year thereafter commencing on January 1st. Each Unit Owner shall pay an Annual Assessment as to Common Expenses levied by the Association in accordance with the Bylaws, which shall be due and payable in equal monthly payments on the first day of each month.

Section 9.2 Special Assessments. If the estimated cash requirement set forth in any budget shall prove to be insufficient to cover Common Expenses (including adequate reserves therefor) for any reason (including, without limitation, any Unit Owner's non-payment of his assessment), the Executive Board shall have the full power as permitted by law, at any time (and from time to time), as it deems necessary and proper, to levy one or more Special Assessments against each Unit Owner in accordance with his Unit's Percentage Interest.

Section 9.3 Use of Assessments. All monies collected hereunder as Annual Assessments or Special Assessments shall be used for the purposes designated herein.

Section 9.4 Failure to Fix New Assessments. If the Association shall fail to fix Annual Assessments for the subsequent fiscal year before the expiration of any fiscal year, the Unit Owners shall continue to pay the same sums as were payable during the fiscal year then ended, and such sums shall be deemed to be the new Annual Assessments for the succeeding fiscal year. If the Association shall change the assessment at a later date, such new assessment shall be treated as a Special Assessment pursuant to Section 9.2 hereof.

Section 9.5 Special Costs. Any expense incurred by the Association due to the negligence or misconduct of any Unit Owner or his family or tenants, and their respective guests or invitees, or as otherwise provided for in any Condominium Documents may be assessed against the Owner of the pertinent Unit as a Special Assessment and shall be treated as a Common Expense immediately due and payable by such Unit Owner.

Section 9.6 No Exemption by Waiver. No Unit Owner may exempt himself from Common Expense liability by waiver of the enjoyment of the right to use any of the Common Elements or by the abandonment of his Unit or otherwise.

Section 9.7 Power to Confess Judgment and to Collect Delinquent Assessments. AS A MEANS OF ENFORCING THE OBLIGATION OF THE UNIT OWNERS TO PAY ALL ASSESSMENTS LEVIED PURSUANT TO THIS DECLARATION, AND IN ADDITION TO AND NOT IN LIMITATION OF THE POWERS OF THE ASSOCIATION UNDER THE ACT, THE EXECUTIVE BOARD SHALL HAVE THE RIGHT AND POWER TO OBTAIN A JUDGMENT OR JUDGMENTS FOR DELINQUENT ASSESSMENTS BY CONFESSION AGAINST THE UNIT OWNER AGAINST WHOM SUCH DELINQUENT ASSESSMENTS HAVE BEEN LEVIED. ACCORDINGLY, EACH UNIT OWNER, BY HIS ACCEPTANCE OF THE DEED OF HIS UNIT, SHALL BE DEEMED TO HAVE APPOINTED ANY ONE OR MORE MEMBERS OF THE EXECUTIVE BOARD (DURING HIS TERM OF OFFICE) AND THE MANAGING AGENT AS THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS A JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN THE COMMONWEALTH OF PENNSYLVANIA AS OF ANY TERM FOR ANY DELINQUENT ASSESSMENT OR ASSESSMENTS AND THE REASONABLE LEGAL FEES AND COSTS REQUIRED TO COLLECT SAME, FOR THE PURPOSE OF WHICH A COPY OF THIS SECTION 9.7 AND A COPY OF THE UNIT OWNER'S DEED TO HIS UNIT (BOTH VERIFIED BY THE AFFIDAVIT OF ANY MEMBER OF THE EXECUTIVE BOARD) SHALL BE SUFFICIENT WARRANT. THE AUTHORITY HEREIN GRANTED TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE AND BE EFFECTIVE AT ALL TIMES WITH RESPECT TO EACH AND EVERY DELINQUENT ASSESSMENT. SUCH AUTHORITY TO CONFESS JUDGMENT AND THE AFORESAID APPOINTMENT OF ATTORNEYS-IN-FACT, BEING FOR SECURITY, SHALL BE IRREVOCABLE. The Executive Board shall not exercise its right to obtain a judgment by confession against any institutional lender who has acquired title to a Unit by foreclosure sale or

deed in lieu of foreclosure or assignment in lieu of foreclosure, nor shall such right be exercised against any Unit Owner except after the Executive Board shall have given the delinquent Unit Owner at least ten (10) days' notice of its intention to do so. Nothing herein is intended to limit the rights or remedies which the Association or the Executive Board may otherwise have under the Act.

Section 9.8 Personal Liability of Unit Owners. All sums assessed pursuant to this Article IX shall constitute the personal liability of the Unit Owner of the Unit so assessed and also shall, until fully paid, constitute a lien against such Unit pursuant to §3315 of the Act. The Executive Board, on behalf of the Association, may take action for failure to pay any Assessment or other charges pursuant to §3315 of the Act and may assess a late charge for failure to pay any Assessment or other charge on the date on which it is due. The delinquent Owner shall be obligated to pay (a) all expenses of the Association, including reasonable attorneys' fees, incurred in the collection of the delinquent Assessment by legal proceedings or otherwise, (b) any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its liens, which expenses and amounts, together with accrued interest before and after judgment, shall be deemed to constitute part of the delinquent Assessment and shall be collectible as such, and (c) interest, from the due date, on Assessments not paid within fifteen (15) days after due, at a rate per annum equal to four percent (4%) above the prime rate announced from time to time by PNC Bank.

Section 9.9 Liability of Purchaser of Unit for Unpaid Assessments. Subject to the provisions of §3407(c) of the Act, upon the sale, conveyance or any other transfer of a Unit or any interest therein, any unpaid Assessments shall continue to be a lien against the Unit which may be enforced in the manner set forth in §3315 of the Act.

Section 9.10 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest that may be levied by the Association pursuant to §3302 (a)(10), (11) and (12) of the Act shall be subordinate to any Permitted Mortgage in accordance with the terms of the Act.

Section 9.11 Common Expenses.

(a) Common Expenses shall be any expenditure made or liability incurred by the Association (including any allocations to reserves) pursuant to the Act, this Declaration or the Bylaws, including, without limitation, the following:

(i) Expenses of administration, operation, maintenance, repair, improvement or replacement of the Common Elements;

(ii) Expenses declared Common Expenses by the Act or by this Declaration or by the Bylaws;

(iii) Expenses reasonably determined to be Common Expenses by the Executive Board and assessed against all Unit Owners;

(iv) Expenses for maintenance of the driveways, sidewalks, Parking Areas, (interior and exterior), lawns and gardens, collection of garbage, snow removal and exterior maintenance;

(v) Expenses incurred pursuant to Article XV hereof;

(vi) Salaries, wages and payroll taxes for employees and agents (including any management agent) of the Association;

(vii) Legal, accounting and management fees incurred by the Association;

(viii) Insurance premiums; and

(ix) Costs and expenses incurred by or allocated to the Association or the Condominium Property pursuant to terms of the Declaration of Covenants, Conditions and Restrictions for Chapel Harbor at the Water Riverfront Unit Development, as the same may be amended from time to time.

(b) As to utilities:

(i) The expense of gas, water and sewage service and such other utility and electric, television, phone and other electronic systems and services which may hereafter be supplied for the benefit and use of all Units and/or for the Common Elements shall be a Common Expense;

(ii) Any such service which is furnished for the exclusive benefit and use of any Unit and is separately metered or charged by the supplier for such purpose shall not be a Common Expense, but shall be payable on such basis by the Unit Owner of such Unit.

Section 9.12 Surplus. Any amounts accumulated from assessments for Common Expenses and income from the operation of Common Elements to which such Common Expenses pertain in excess of the amount required for actual Common Expenses and reserves for future Common Expenses shall be credited to each Unit Owner in accordance with their respective Percentage Interests, said credits to be applied to the next Annual Assessment of Common Expenses due from said Unit Owners under the next fiscal year's budget, and thereafter, until exhausted.

Section 9.13 Reserve Funds. The Association may establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements which are anticipated to require replacement, repair or maintenance on a periodic basis. A reserve may also be established for maintenance required by the Maintenance Manual. Reserve funds shall be funded by monthly payments as a part of Common Expenses, as provided in the Bylaws.

ARTICLE X – EXECUTIVE BOARD OF THE ASSOCIATION

Section 10.1 Powers of the Executive Board. The Executive Board of the Association shall possess all of the duties and powers granted to the Executive Board by the Act and by the Bylaws, including, without limitation, the power to promulgate Rules and Regulations. Any right or power vested in the Condominium or the Association under this Declaration shall be deemed to be vested in the Executive Board unless expressly stated to the contrary or otherwise required by the Act. The Executive Board shall consist of no more than seven (7) and no less than three (3) members who shall serve for a term of three (3) years and shall be elected for staggered terms at annual meetings of the Association, except as provided in this Article X. Each Executive Board member shall hold office pursuant to the provisions relating thereto in the Bylaws.

Section 10.2 Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Condominium Property or any questions of interpretation or application of the provisions of any of the Condominium Documents, the determination thereof by the Executive Board shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Section 10.2. All Costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

Section 10.3 Managing Agent. The Executive Board, on behalf of the Association, may (but is not required to) engage a professional, experienced managing agent who shall oversee the daily operation of the Condominium Property, in accordance with and subject to the provisions of the Act and the Condominium Documents.

ARTICLE XI – DECLARANT'S RIGHTS/CONTROL

In accordance with the Act, and as more particularly set forth in the Bylaws,

(a) Until the conveyance of 25% of the Units to Unit Owners other than the Declarant, the Declarant shall have the right to appoint and remove any and all officers of the Association and members of the Executive Board. However, by the sixtieth (60th) day after conveyance of 25% of the Units to Unit Owners other than Declarant, at least 25% of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Declarant may not unilaterally remove any members of the Executive Board elected by Unit Owners other than Declarant;

(b) Not later than sixty (60) days after conveyance of 50% of the Units to Unit Owners other than Declarant, not less than 33-1/3% of the members of the Executive Board shall be elected by Unit owners other than Declarant;

(c) Not later than the earlier of (i) five (5) years after the date of conveyance of the first Unit by Declarant, or (ii) one hundred eighty (180) days after 75% of the Units have been conveyed to Unit Owners other than Declarant, all members of the Executive Board who

have been 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;

(d) The Declarant may from time to time at its sole option, surrender or release to the Executive Board in whole or in part any special Declarant's right or control which it may have hereunder.

ARTICLE XII – MECHANICS' LIENS

Any mechanics' liens arising as a result of repairs to or improvements of a Unit by or on behalf of any Unit Owner shall be liens only against such Unit and shall be paid by the Unit Owner of such Unit. Except as expressly set forth herein to the contrary, any mechanics' liens arising as a result of repairs to or improvements of the Common Elements, if authorized in writing pursuant to a duly adopted resolution of the Association, shall be the obligation of the Association and payment thereof shall be a Common Expense.

ARTICLE XIII – ENFORCEMENT

The Association or Declarant, so long as it is a Unit Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Condominium Documents. Failure by the Association or Declarant to so enforce shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XIV – EFFECTIVE DATE: SEVERABILITY

This Declaration shall become effective when it and the Plats and Plan have been recorded. In the event that any provision of this Declaration or of any other Condominium Documents is determined to be invalid or unenforceable, it shall be considered severed and shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of the Condominium Documents and, in such event, all of the other provisions of the Condominium Documents shall continue in full force and effect as if such invalid provision had never been included therein. In the event of any conflict between the Condominium Documents and the Act, the Act shall control, except in those instances where the Act by its terms permits variations.

ARTICLE XV – LIMITATION OF LIABILITY

Section 15.1 Limited Liability of the Executive Board. Except as provided to the contrary in § 3303(a) of the Act, the Association, the members of the Executive Board and the officers in their respective capacities as such:

(a) Shall not be liable (except to the extent of any available directors and officers insurance procured by the Association pursuant to Section 16.1) 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 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 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 (except to the extent of any available directors and officers insurance procured by the Association pursuant to Section 16.1) to the Unit Owners as a result of the performance of the Executive Board members' duties for any mistake of judgment, negligent or otherwise, except for the Executive Board members' own willful misconduct;

(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;

(e) Shall have no personal liability (except to the extent of any available directors and officers insurance procured by the Association pursuant to Section 16.1) 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, in the performance of their duties;

(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; and

(g) Shall have no liability (except to the extent of any available directors and officers insurance procured by the Association pursuant to Section 16.1) by reason of being an officer, director, agent, employee or affiliate of the Declarant.

It is the intention of this Section 15.1 that in no event shall the willful misconduct or gross negligence of any person be imputed to any other person.

Section 15.2 Indemnification. Subject to the provisions of 15 P.S. 5741-5750, each member of the Executive Board, in his capacity as an Executive Board member, officer or both, shall be indemnified against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with: (a) 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 (b) any settlement of any such proceeding. This applies whether or not he is an Executive Board member, officer or both at the same time such expenses are incurred. The

indemnification set forth in this Section shall be paid by the Association on behalf of the Unit Owners and shall constitute a Common Expense, to 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.

Section 15.3 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 Permitted Mortgage Holders, and such complaints shall be defended by the Association. The Association members and officers, Executive Board members and Permitted Mortgage Holders shall have no right to participate in such defense other than through the Association, unless joined in such action by the Association.

Section 15.4 Insurance. The Executive Board shall obtain insurance to satisfy the indemnification obligation of the Association and all Unit Owners set forth in Section 15.2 above, if and to the extent available.

Section 15.5 Cost of Suit. If any action is brought by one or more but less than all Unit Owners and recovery is had, the plaintiff's expenses, including reasonable counsel fees, shall be a Common Expense, but only to the extent that such expenses are less than the amount recovered on behalf of the Association. If, however, such action is brought against the Executive Board or any of its members, or the Association or any of its officers, employees or agents, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Unit Owners, the plaintiff's expenses, including attorneys' fees, shall not be charged to or borne by the other Unit Owners as a Common Expense or otherwise, but shall be borne solely by the plaintiff. In the event any suit or action is brought by any one or more Unit Owners against the Association or the Executive Board or any member thereof, challenging any decision, determination, action or ruling made by or on behalf of the Association or the Executive Board pursuant to the Act or any Condominium Document, if such challenge is unsuccessful, the payment of all costs and legal fees incurred by the Association or the Executive Board or its members in defending against any such suit or action shall, to the full extent permitted by law, be the sole responsibility and liability of the Unit Owner or Owners initiating any such suit or action. The Executive Board may proceed to collect all sums payable in accordance herewith by all available means.

Section 15.6 Joint and Several Liability of Unit Owners and Lessees. Each Unit Owner shall be jointly and severally liable with any lessees of the Unit owned by such Unit Owner for all liabilities arising out of the ownership, occupancy, use, misuse or condition of such Unit or any portion of the Common Elements.

ARTICLE XVI – INSURANCE

Section 16.1. Types and Amounts. The Association shall obtain the following types and amounts of insurance (but in all events all insurance required by § 3312 of the Act):

(a) Hazard insurance, with an endorsement for extended coverage, or such other fire and hazard insurance as the Association may determine which provides equal or greater protection for the Unit Owners and Permitted Mortgage Holders, if any, in each case complying with the applicable requirements of Section 16.2 hereof. Such hazard insurance shall, if and to the extent reasonably available, provide coverage of all portions of the Condominium Property as originally constructed Units, but may not cover the betterments and improvements to a Unit. Such hazard insurance shall insure against all risks of direct physical loss commonly insured against, including, without limitation, fire, vandalism, malicious mischief, wind, storm and water damage, demolition and debris removal. If such hazard insurance becomes unavailable in the future, the Association shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this Section 16.1 shall be reviewed annually by the Association, and shall be equal to the full insurance replacement value of the Common Elements and Limited Common Elements, without deduction for depreciation (i.e., exclusion of land, foundation, excavation and other items normally excluded from coverage), with an "agreed amount endorsement or its equivalent", if available, or an "inflation guard endorsement", if available;

(b) Comprehensive liability insurance, complying with the requirements of Section 16.2 hereof, insuring the Unit Owners, in their capacity as owners of the Common Elements and Limited Common Elements and as Association members, against any liability to the public or to other Unit Owners, their tenants, invitees or licensees, relating in any way to the ownership and/or use of the Common Elements and Limited Common Elements or any part thereof. Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or any Unit Owner. Limits of liability shall be at least Five Million Dollars (\$5,000,000.00) covering all claims for personal injury (including medical payments) and at least Five Hundred Thousand Dollars (\$500,000.00) covering property damage arising out of a single occurrence. The Association may arrange coverage meeting the requirements of the preceding sentence with such deductibles and umbrella policies as are reasonable for a structure of like site and use located in Allegheny County. Such insurance shall include protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and such other risks as are customarily covered. The scope and amount of coverage of all liability insurance policies shall be reviewed annually by the Association and may be changed in its discretion, provided that such shall continue to comply with the requirements of this Section 16.1 and Section 16.2 hereof;

(c) At the option of the Executive Board, a fidelity bond or insurance coverage against dishonest acts on the part of such persons (including, without limitation, Executive Board and Association members, officers, trustees, agents, employees and volunteers where such coverage is available for volunteers) responsible for handling funds belonging to or administered by the Association;

(d) Such worker's compensation insurance as applicable law may require; and

(e) Directors and officers insurance and such additional insurance as needed to satisfy the indemnification obligations of the Association and all Unit Owners set out in Article XV hereof, if and to the extent available.

Section 16.2. Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

(a) Each Unit Owner shall be an insured party under such policies with respect to loss or liability arising out of his ownership of an undivided interest in the Common Elements and Limited Common Elements or membership in the Association;

(b) All policies shall be written with a company licensed to do business in the Commonwealth of Pennsylvania and, for the hazard insurance policy described in 16.1(a) hereof, such company must hold a rating of Class A + XIII or better by Best's Insurance Reports or by an equivalent rating bureau should Best's Insurance Reports cease to be issued. If such rating is not available at reasonable rates as determined by the Executive Board, the Executive Board may designate the required rating;

(c) Exclusive authority to adjust losses under policies hereafter in force on the Condominium Property shall be vested in the Association or its authorized representative. Prior to the adjustment of any such loss, the Association shall decide whether, if the Association uses a public adjuster in connection therewith, the proceeds of any applicable insurance policy on the Condominium Property are likely to be sufficiently increased through the efforts of such adjuster to warrant the additional expense of retaining such an adjuster. If such decision shall be in favor of using a public adjuster, the Association shall retain a public adjuster, licensed as such by the Commonwealth of Pennsylvania, which adjuster shall act solely in the capacity of advisor to the Association's authorized representative;

(d) Such policies shall contain an endorsement waiving all rights of subrogation against the Executive Board, the Association, any managing agent, the Unit Owners and their respective tenants, employees, agents and invitees;

(e) Such policies shall not be cancelled, invalidated or suspended by means of the conduct of any one or more Unit Owners, all defenses based upon co-insurance or acts of the insured being waived by the insurer, and in no event shall cancellation, material modification, invalidation or suspension for any reason be effected without at least thirty (30) days' prior written notice to each Unit Owner and all Permitted Mortgage Holders whose names and addresses are on file with the insurer;

(f) Such policies shall not be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Association or any managing agent without a prior demand in writing that the Association or any managing agent, as the case may be, cure the defect, and without providing a reasonable period of time thereafter in which to cure such defect;

(g) Any "no other insurance" clause in such policies shall not prohibit Unit Owners from obtaining insurance on their individual Units;

(h) The name of the insured under each policy required pursuant to this Article XVI shall be stated in form and substance similar to the following:

“Marbella at Chapel Harbor Condominium Association for the use and benefit of the individual owners or their Permitted Mortgage Holders as their interest may appear in the Condominium Units contained in Marbella at Chapel Harbor Condominium.”

(i) Each insurance policy required to be carried by the Association pursuant to this Article XVI shall be endorsed to provide that all proceeds shall be payable to the Association;

(j) Coverage may not be prejudiced by: (a) any act or neglect of one or more Unit Owners when such act or neglect is not within the control of the Association; or (b) any failure of the Association to comply with any warranty or condition regarding any portion of the Condominium Property over which the Association has no control;

(k) All policies of property insurance shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such options shall not be exercisable (i) without the prior written approval of the Association, or (ii) when in conflict with any requirement of law;

(l) Insurance coverage obtained and maintained by the Association pursuant to the requirements of this Article XVI may not be brought into contribution with insurance purchased by Unit Owners or their mortgagees; and

(m) The insurance required hereby may in whole or in part be carried under a master policy for the entire Building and the Condominium Property.

Section 16.3. Unit Owner Insurance.

(a) The Association shall have the power to require all Unit Owners to carry such types and amounts of insurance on their Units as the Association may reasonably require, including, without limitation, insurance on all portions of the Unit. All insurance carried by Unit Owners shall comply with the provisions of Section 16.2(d) hereof and shall be carried with insurance companies satisfying the requirements of Section 16.2(b) hereof.

(b) All additional insurance obtained by any Unit Owner shall be at his own expense; provided, however, that: (i) such policies shall not be invalidated by the waivers of subrogation contained in this Declaration; and (ii) no Unit Owner shall be entitled to exercise the right to maintain insurance coverage in such a way as to decrease the amounts which the Association may realize under any insurance policy which the Association may have in force on the Condominium Property at any particular time.

(c) Any Unit Owner who obtains an individual insurance policy covering any portion of the Condominium Property (excluding a policy limited solely to the individual Unit of such Unit Owner or a policy insuring the personal property belonging to such Unit Owner) shall be required to file a copy of such individual policy with the Association within thirty (30) days after purchase of such insurance.

ARTICLE XVII – MISCELLANEOUS

Section 17.1. Interpretation. The provisions of this Declaration shall be liberally construed in order to effectuate Declarant's desire to create a uniform plan for development and operation of a condominium project. The headings preceding the various paragraphs of this Declaration and the table of contents are intended solely for the convenience of readers of this Declaration and shall have no effect on the meaning or interpretation of any provision hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the case may be.

Section 17.2 Applicability of Condominium Documents. Each present and future owner, tenant, occupant and mortgagee of a Unit shall be subject to and shall comply with the provisions of the Act, the Condominium Documents and the covenants, conditions and restrictions set forth in the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or mortgagee of a Unit any obligation which the Act and/or one or more of the Condominium Documents make applicable only to Unit Owners. The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or the occupancy of any Unit shall constitute an agreement that the provisions of the Act, the Condominium Documents and the covenants, conditions and restrictions set forth therein are accepted and ratified by such grantee, mortgagee or lessee. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Section 17.3 Eminent Domain. Whenever all or any part of the Common Elements or Limited Common Elements shall be taken, damaged or destroyed by eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein.

Section 17.4 Parking.

(a) An enclosed parking garage (the "Parking Garage") is contained on the lowest floor of the Building. It contains not less than seventy-five (75) automobile parking spaces. Twenty-nine (29) exterior spaces will be located on the Property. Subject to the matters set forth below in this Section 17.4, the manner and hours of operation and permitted uses of all such parking spaces ("Parking Areas") shall be subject to the discretion of the Executive Board. The Executive Board shall have the right to provide that parking in the Parking Garage shall be by valet.

The Parking Areas shall initially be a Common Element. Declarant reserves the right to sell, designate and convey interests or easements in the Parking Areas for the purpose of granting easements or licenses ("Parking Licenses") for all spaces in the Parking Areas as Limited Common Elements. On the date the last Unit is sold by Declarant, and subject to applicable law, the Association shall purchase all of Declarant's unsold Parking Licenses, and thereafter spaces in the Parking Areas for which Parking Licenses have not been granted or conveyed by Declarant may be granted and conveyed by the Association to any Unit Owner. In the event that the Executive Board provides for valet parking, the Executive Board may provide that Parking Licenses are not associated with assigned spaces; provided, however, in such event no Unit Owner who has purchased Parking Licenses shall be deprived of the right and opportunity to continue to park in the Parking Garage.

The consideration for sale of a Parking License by the Declarant shall be separate and in addition to the purchase price of a Unit. Such Parking License will adhere to the pertinent Unit and the Unit Owner/license shall have the exclusive Parking License and right to use such space or spaces, subject to any rules or regulations with respect thereto as may be established by the Executive Board from time to time. Each Unit Owner, at the time of purchase of a Unit from the Declarant, shall have the opportunity to acquire a Parking License for not less than one undesignated space in the Parking Garage. Parking Licenses may be owned only by Unit Owners and a pertinent Parking License may be transferred upon sale of a Unit only to the purchaser of such Unit or to the Association for subsequent sale to another Unit Owner. A Unit Owner may also sell and transfer a Parking License to another Unit Owner at any time with the prior consent of the Association, such consent not to be unreasonably withheld. Such Parking Licenses will be allocated and conveyed as Limited Common Elements pursuant to the provisions of Section 3209 of the Act, by a written instrument in recordable form or in a deed conveying a Unit. The price of a Parking License shall be determined by the seller thereof whether the Declarant, a Unit Owner or the Association.

The cost of maintaining, replacing and operating the interior and exterior Parking Spaces shall be a General Common Expense, and neither the Declarant nor the Association shall have the right to collect rent or any other periodic charges on or relating to a Parking License.

(b) This Section may not be amended without the prior written consent of the Declarant so long as it owns a Unit;

(c) The Parking Licenses shall terminate upon the termination of the Condominium.

Section 17.5 Damage by Negligent or Willful Acts. In all events, if due to the negligent act or omission or willful misconduct of a Unit Owner, or of a resident, or of a member of the family or household pet or of a guest, invitee or other authorized occupant or visitor of such Unit Owner or resident, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or any other person is injured or property is damaged by such negligence, or maintenance, repairs and replacements shall be required which would otherwise be a Common Expense, then the pertinent Unit Owner shall have the obligation to pay for such damage or injury and such maintenance, repairs and replacements.

IN WITNESS WHEREOF, the said Zambrano Condominium Associates, LP, has caused its name to be signed to these presents by its authorized officer on this 1st day of December, 2006.

DECLARANT:

ZAMBRANO CONDOMINIUM ASSOCIATES, LP, a Pennsylvania limited partnership

By: ZAMBRANO CONDOMINIUM ASSOCIATES, LLC, a Pennsylvania Limited Liability Company, its General Partner

[Signature]

By: [Signature]
Eugene Zambrano, III, Sole Member

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

)
) SS: [Signature]
)

On this, the 1st day of December, 2006, before me, the undersigned officer, a Notary Public in and for said County and Commonwealth, personally appeared Eugene Zambrano, III, who acknowledged himself to be the Sole Member of Zambrano Condominium Associates, LLC, a Pennsylvania limited liability company and the general partner of Zambrano Condominium Associates, LP, a Pennsylvania limited partnership, and that he as such Sole Member, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company and the limited partnership by himself as such Sole Member.

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

[Signature]
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Harold J. Yanko, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires July 15, 2007
Member, Pennsylvania Association Of Notaries

LaSalle Bank National Association, holder of the Open-End Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Mortgage") on the Property, dated February 15, 2006 and recorded March 20, 2006, in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, at Mortgage Book Volume 31660, Page 166, joins in this Declaration of Condominium of 151 First Side Condominium, for the sole purpose of consenting hereto and providing that after the sale of and closing for any Unit in the Condominium, this Declaration of Condominium shall not be discharged by any foreclosure or other act taken under the Mortgage.

WITNESS ~~ATTEST:~~



A handwritten signature in black ink, appearing to be 'D. [unclear]', written over a horizontal line.

LaSALLE BANK NATIONAL ASSOCIATION


By: 
Its: Senior Vice President

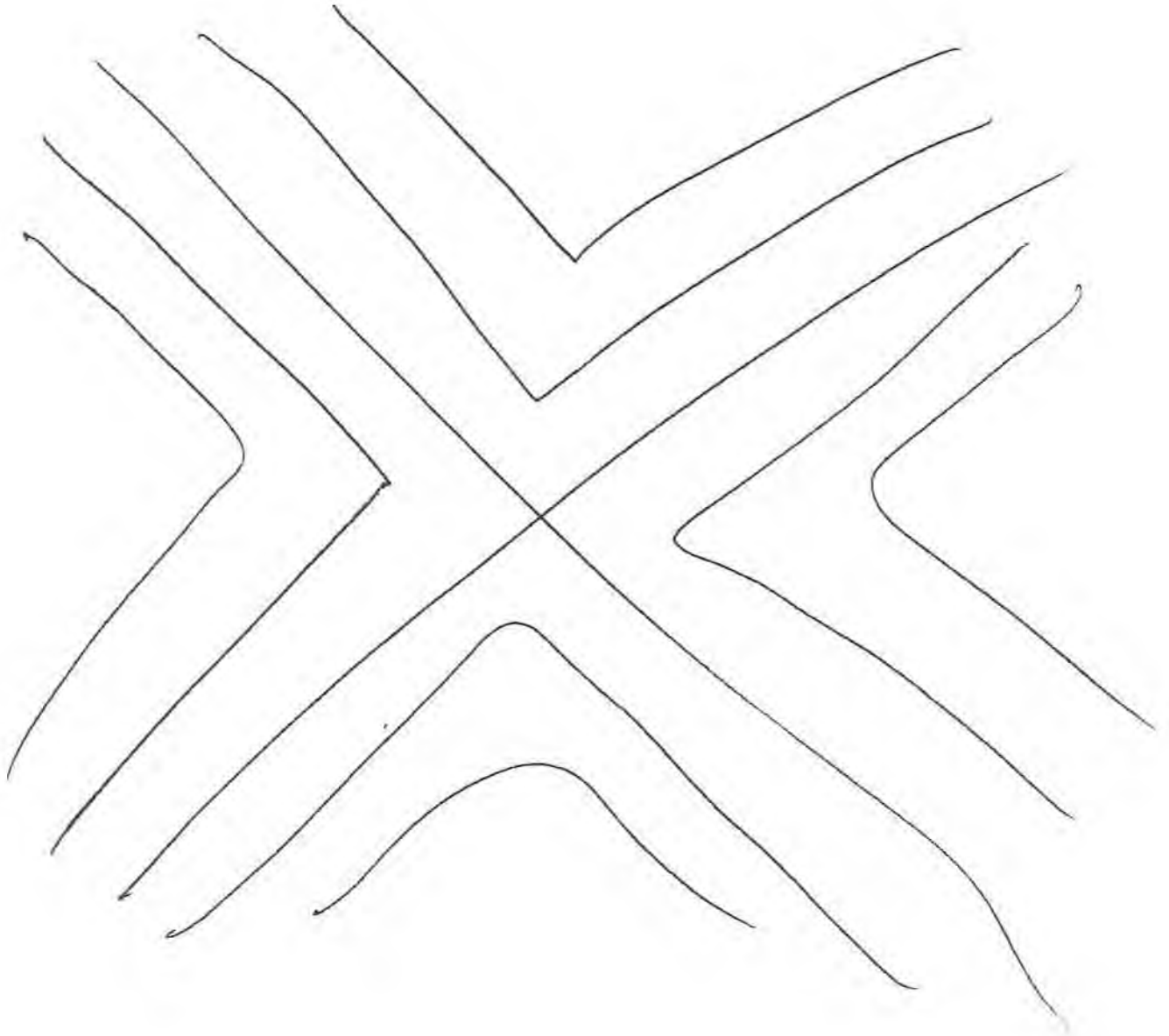
EXHIBIT "A"

ALL THAT CERTAIN Parcel "A" as shown on Revision No. 4, Chapel Harbor at The Waters Plan of Lots, recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 250, Page 61, situate in the Township of O'Hara, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at a point on the southerly right of way line of Continental Boulevard (50' R/W), said point being at the dividing line of Parcel "A" and lands now or formerly Yacht Club Communities, LLC, as recorded in Deed Book Volume 10351, page 582; thence continuing along said dividing line S 00 35' 30" E, 926.50 feet to a point; thence N 86 17' 00" W, 290.21 feet to a point, said point being at a corner common to lands described herein and parcel "OS5" ; thence along the line dividing the lands described herein and parcels "OS5" and "OS6" N 00 35' 30" W, 804.56 feet to a point on the southerly right of way line of Vista Circle (50' R/W); thence along the southerly right of way line of said Vista Circle by a curve to the left having a radius of 220.00 feet, for an arc distance of 316.51 feet, (said arc having a chord bearing and distance of N 69 30' 08" E, 289.91 feet) to a point on the southerly right of way line of Continental Boulevard; thence along the same N 84 32' 10" E, 16.86 feet to a point, said point being at the place of beginning.

Being designated as Lot/Block No. 228-J-210.

EXHIBIT "B"
PLATS AND PLANS



ARCHITECT CERTIFICATION

I, the undersigned, a Registered Professional Architect, PA License No. 7145, hereby certify that this condominium declaration set of plans fully and accurately



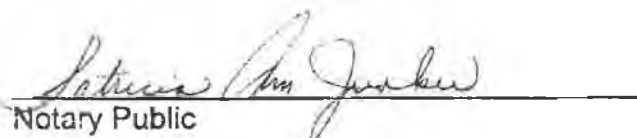
1. shows the property, the location of the building of the property, thereon, the building and the layout of the floors of the building, including the units and common elements and
2. sets forth the name by which the property will be known, and the unit designation for each unit therein.

This condominium declaration plan contains all information required by Section 3210 of the Pennsylvania Condominium Act 82 of 1980, 68 Pa CSA 3101 et. sequ.



Robert A. Indovina AIA

Commonwealth of Pennsylvania, County of Allegheny, on this day of November 20, 2006 before me, a Notary Pubic for the Commonwealth of Pennsylvania personally appeared Robert A. Indovina, known to me to be the person whose name is subscribed to the above certification and being duly sworn, made solemn oath to the truth of the statement to which his name is subscribed

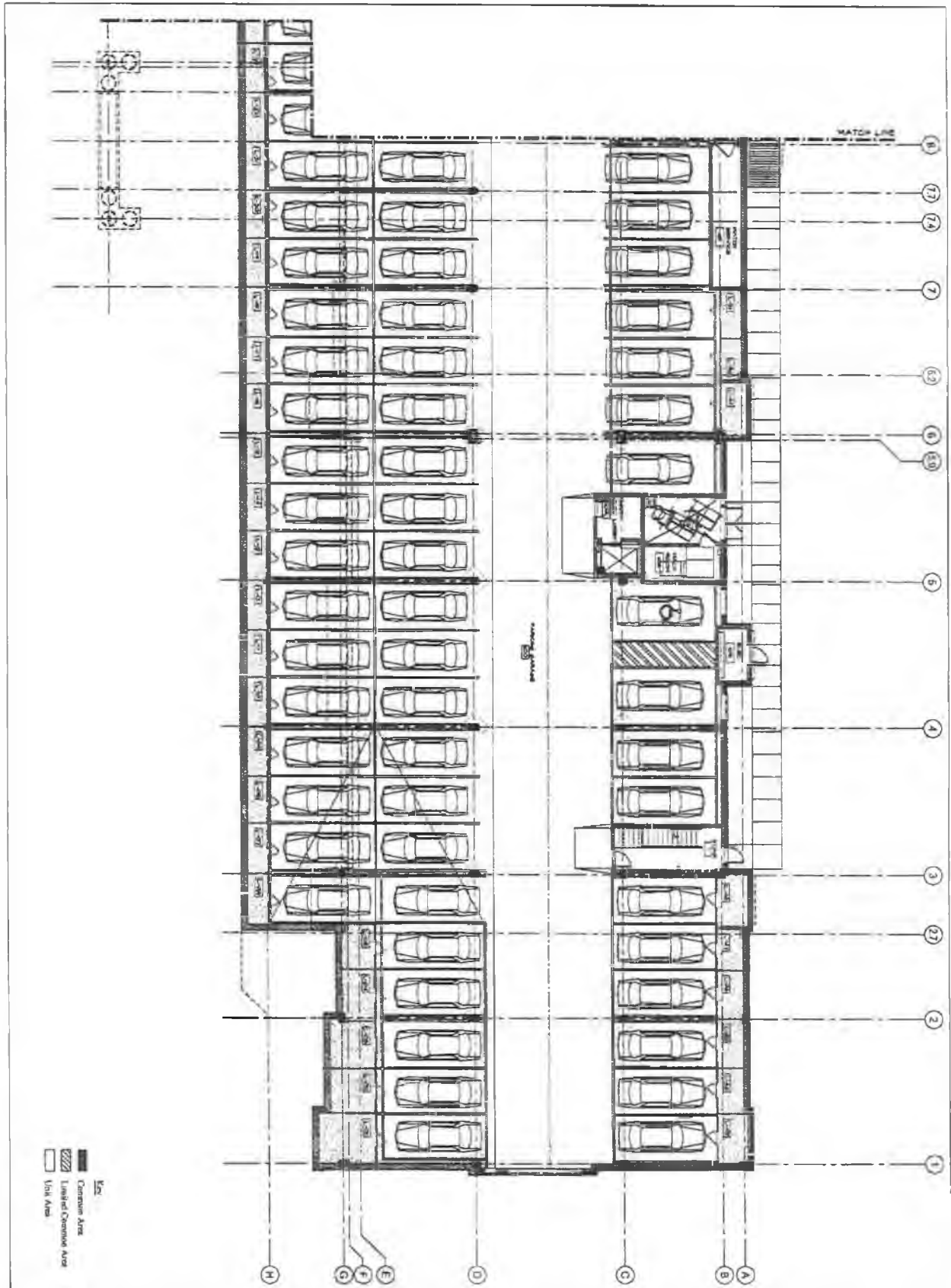

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Patricia Ann Junker, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Jan. 10, 2010
Member, Pennsylvania Association of Notaries

Recorded in the County of Allegheny Recorder of Deeds Office in Plan Book Volume _____ Pages _____. This _____ day of _____ 2006

Given under my hand and seal

Recorder



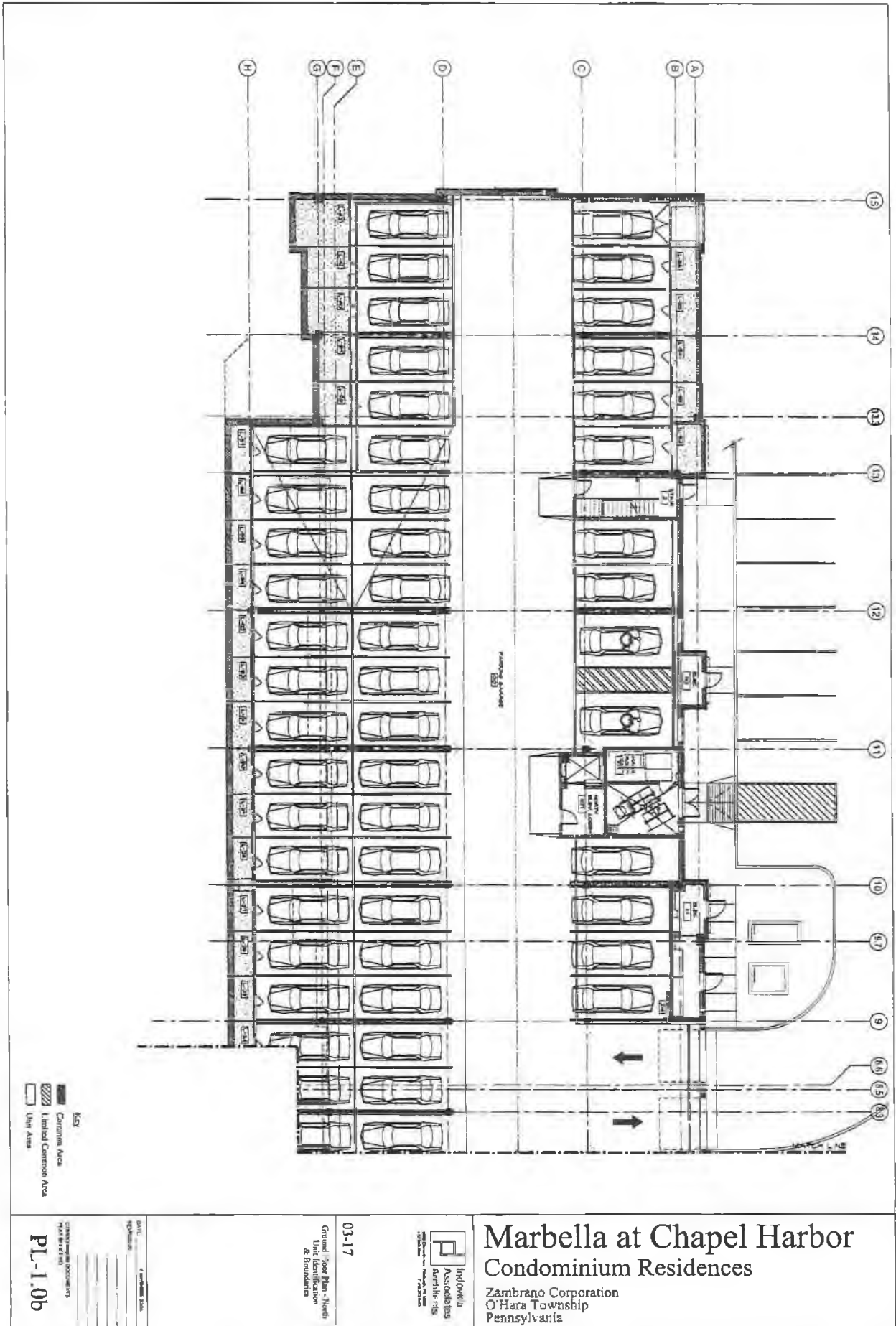
PL-1.0a

DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

03-17
 Overall Floor Plan - South
 Unit Identification
 & Boundaries

INDOVRN
 Associates
 Architects

**Marbella at Chapel Harbor
 Condominium Residences**
 Zambrano Corporation
 O'Hara Township
 Pennsylvania



03-17
 General floor Plan - North
 Unit Identification
 of Boundaries

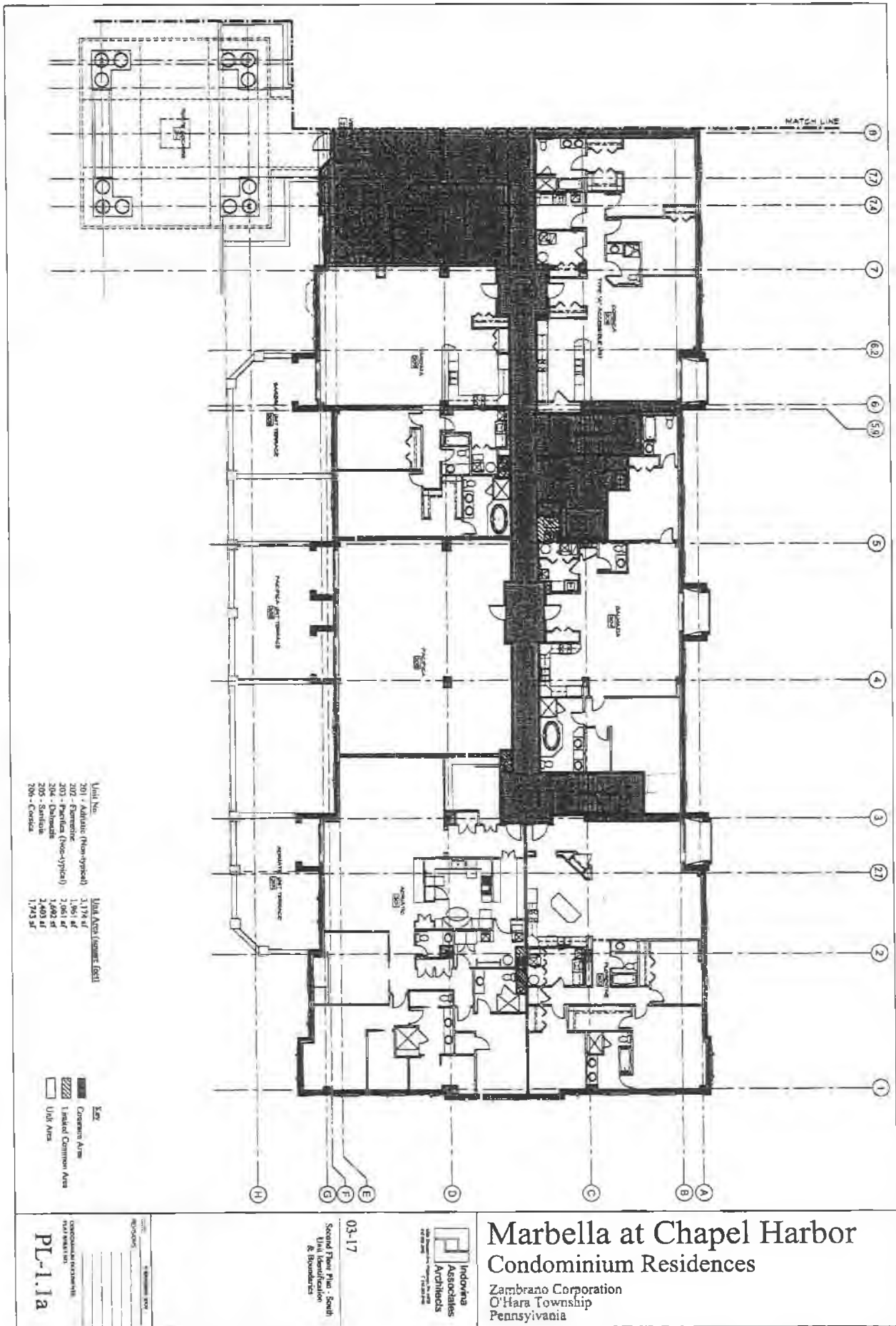
DATE: 03/17/17
 DRAWN BY: [unintelligible]
 CHECKED BY: [unintelligible]
 PROJECT: 41286
 DRAWING NO: PL-1.0b

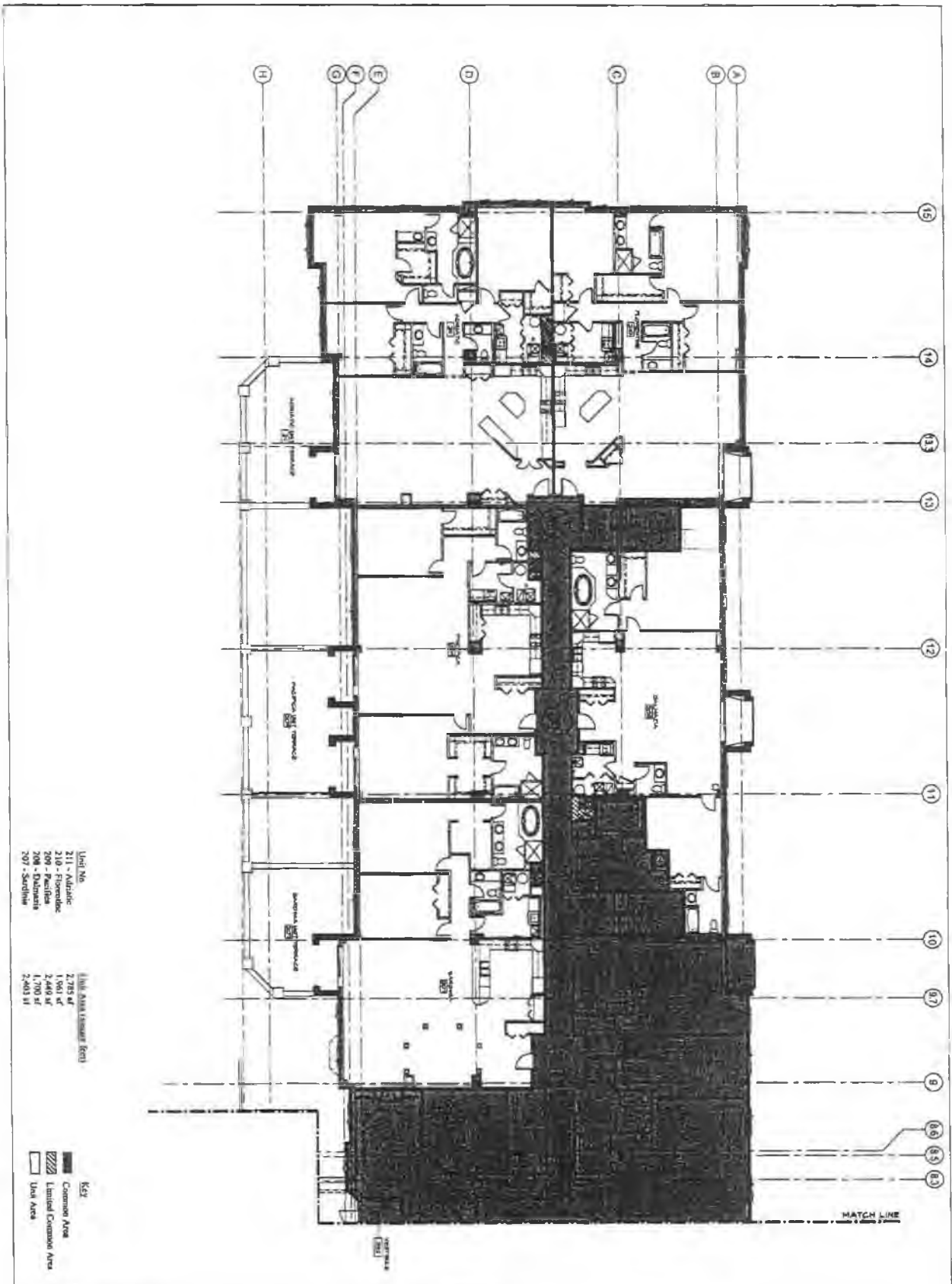
Legend:
 ■ Common Area
 ▨ Limited Common Area
 □ Unit Area

03-17
 General floor Plan - North
 Unit Identification
 of Boundaries

Indovina
 Associates
 Architects
 2000
 41286

**Marbella at Chapel Harbor
 Condominium Residences**
 Zambrano Corporation
 O'Hara Township
 Pennsylvania





PL-1.1b

DATE: _____

PROJECT: _____

SCALE: _____

DESIGNED BY: _____

CHECKED BY: _____

APPROVED BY: _____

03-17

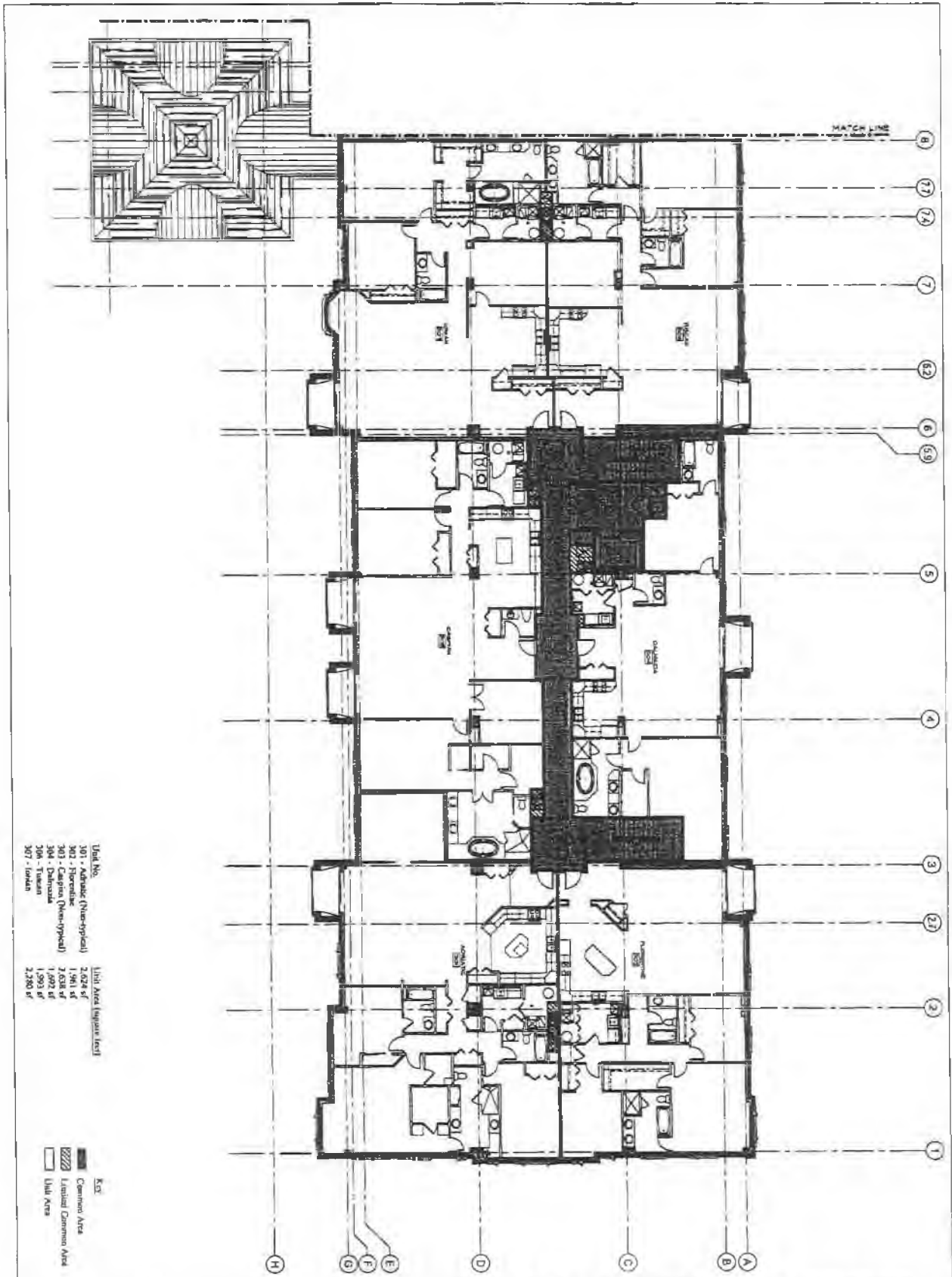
Second Floor Plan - North
Unit Identification
& Production

**Indovina
Associates
Architecture**

1000 Locust Street, Suite 200
Philadelphia, PA 19104

**Marbella at Chapel Harbor
Condominium Residences**

Zambrano Corporation
O'Hara Township
Pennsylvania



Unit No.	Unit Area (Square Feet)
301 - Bungalow (Non-spread)	2,624 sf
302 - Bungalow	1,961 sf
303 - Capri (Non-spread)	2,624 sf
304 - Capri (Non-spread)	1,992 sf
306 - Tuscan	1,993 sf
307 - Tuscan	2,280 sf

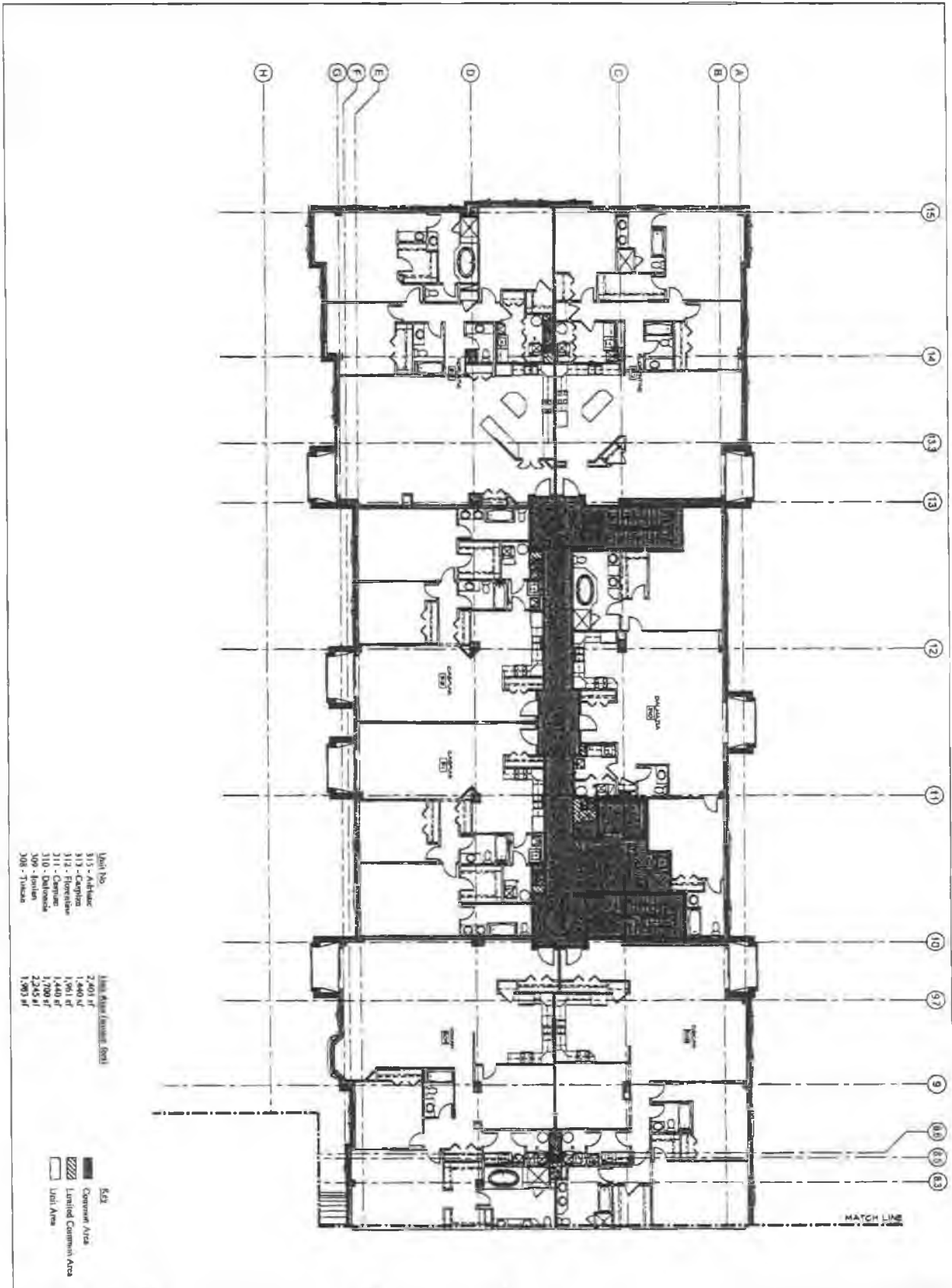
Key	
	Common Area
	Limited Common Area
	Unit Area

CONDOMINIUM DOCUMENTS
 PL-12a

03-17
 Third Floor Plan, South
 Unit Identification
 & Boundaries



Marbella at Chapel Harbor
 Condominium Residences
 Zambrano Corporation
 O'Hara Township
 Pennsylvania

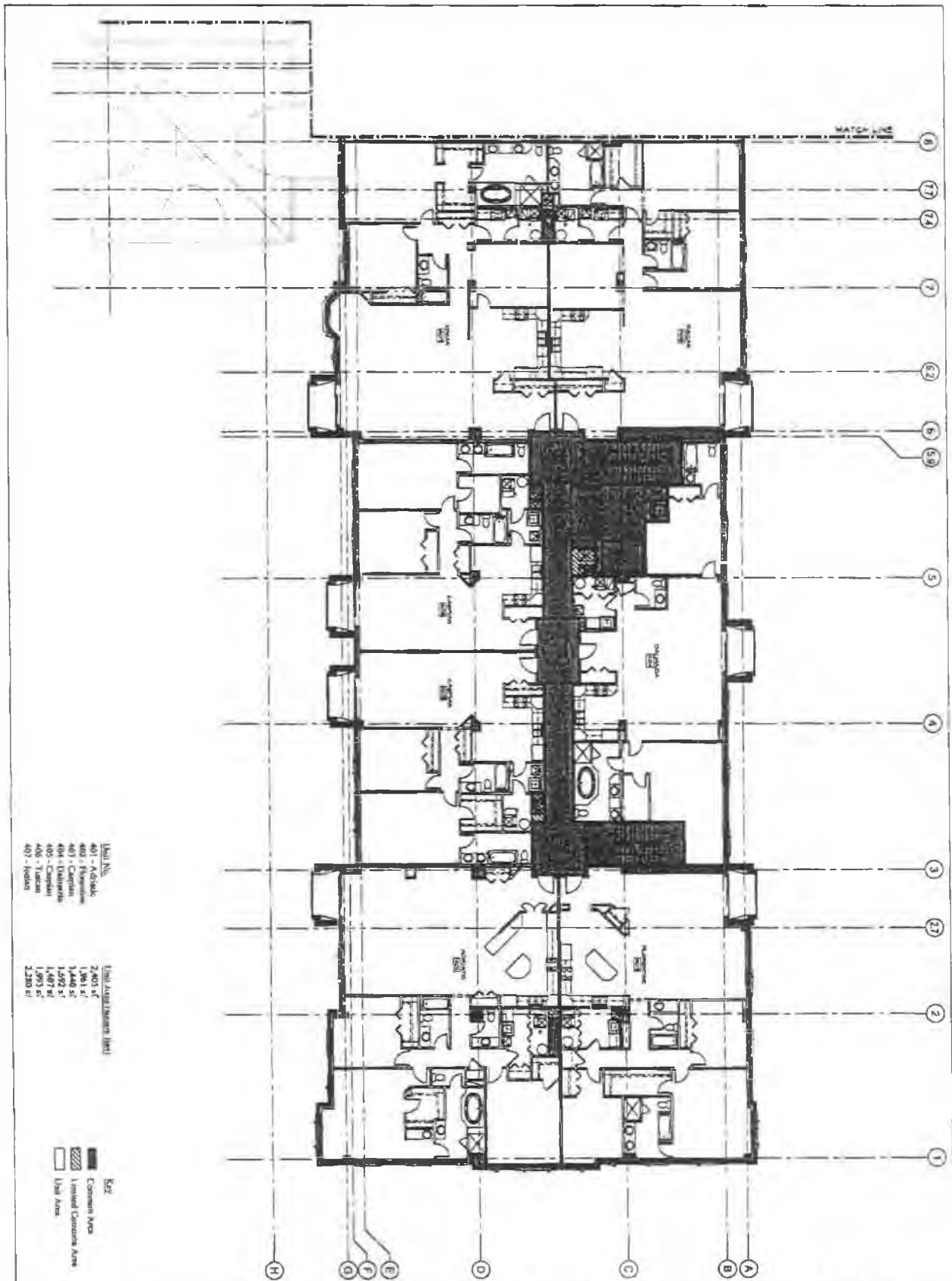


03-17
 Third Floor Plan - Book
 of the Condominium
 @ Marbella

INDOOR
 ASSOCIATES
 ARCHITECTS
 1700 MARKET STREET
 PHILADELPHIA, PA 19102

Zambrano Corporation
 O'Hara Township
 Pennsylvania

PL-1.26



Unit No.
 401 - A/B/C/D
 402 - E/F/G/H
 403 - I/J/K/L
 404 - Corridor
 405 - M/N/O/P
 407 - Q/R/S

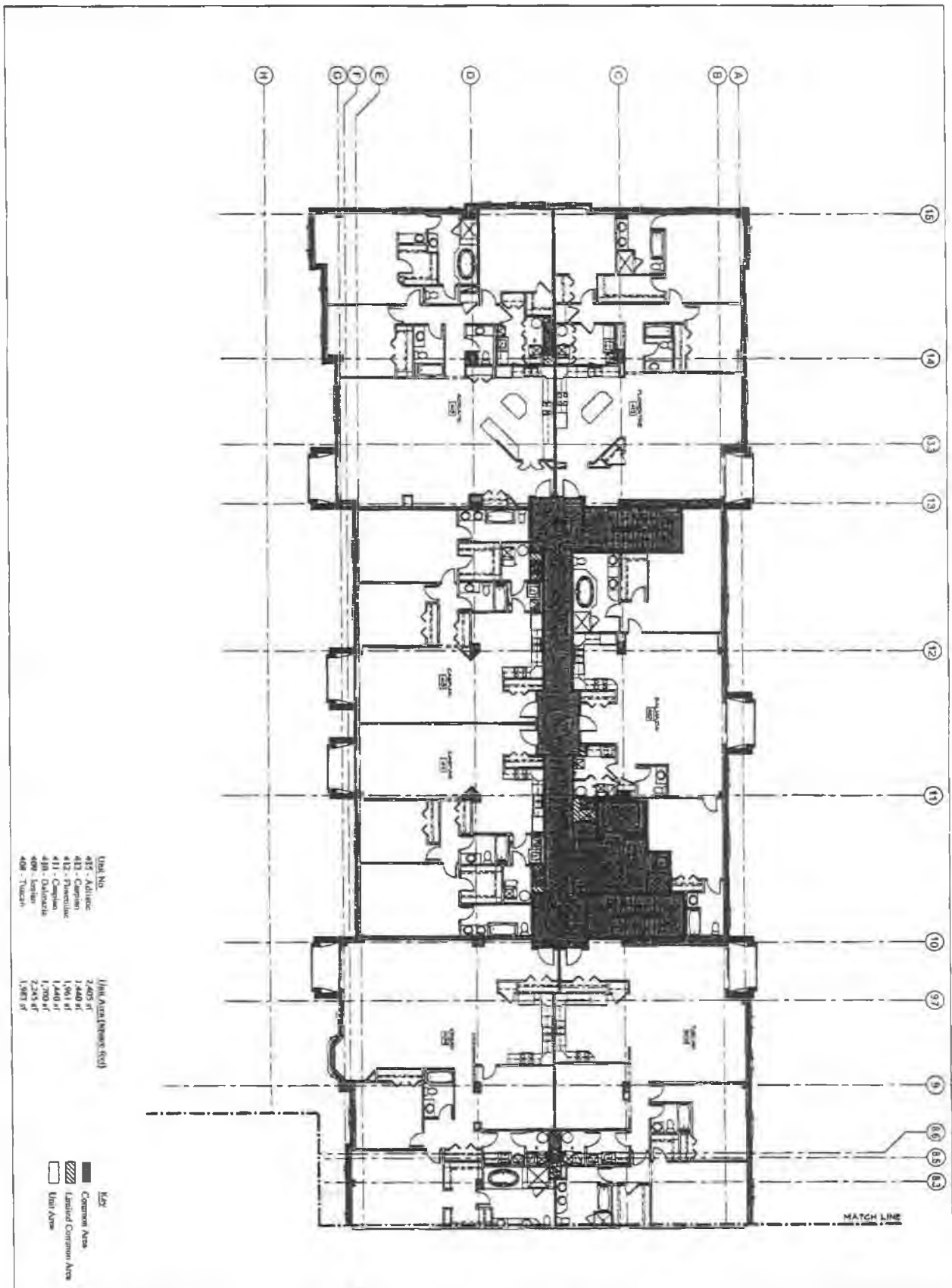
Unit Area (Square Feet)
 2,403 sf
 1,981 sf
 1,448 sf
 1,407 sf
 1,973 sf
 2,389 sf

KEY
 Common Area
 Limited Common Area
 Unit Area

CONDOMINIUM DEVELOPER
 PL-13a

Indovina Associates Architects
 03-17
 Fourth Floor Plan - South
 Use Referenced
 as Shown

Marbella at Chapel Harbor
Condominium Residences
 Zambrano Corporation
 O'Hara Township
 Pennsylvania



Unit No.	Unit Area (Approx. Sq Ft)
405 - Adirondack	2,405 sq ft
410 - Capitan	3,440 sq ft
412 - Caspelle	1,961 sq ft
411 - Capella	1,240 sq ft
418 - Calceolaria	1,700 sq ft
408 - Corcoran	2,243 sq ft
408 - Tucson	1,987 sq ft

Key	Description
[Solid Black Box]	Common Area
[Diagonal Lines Box]	Limited Common Area
[White Box]	Unit Area

PL-1.3b

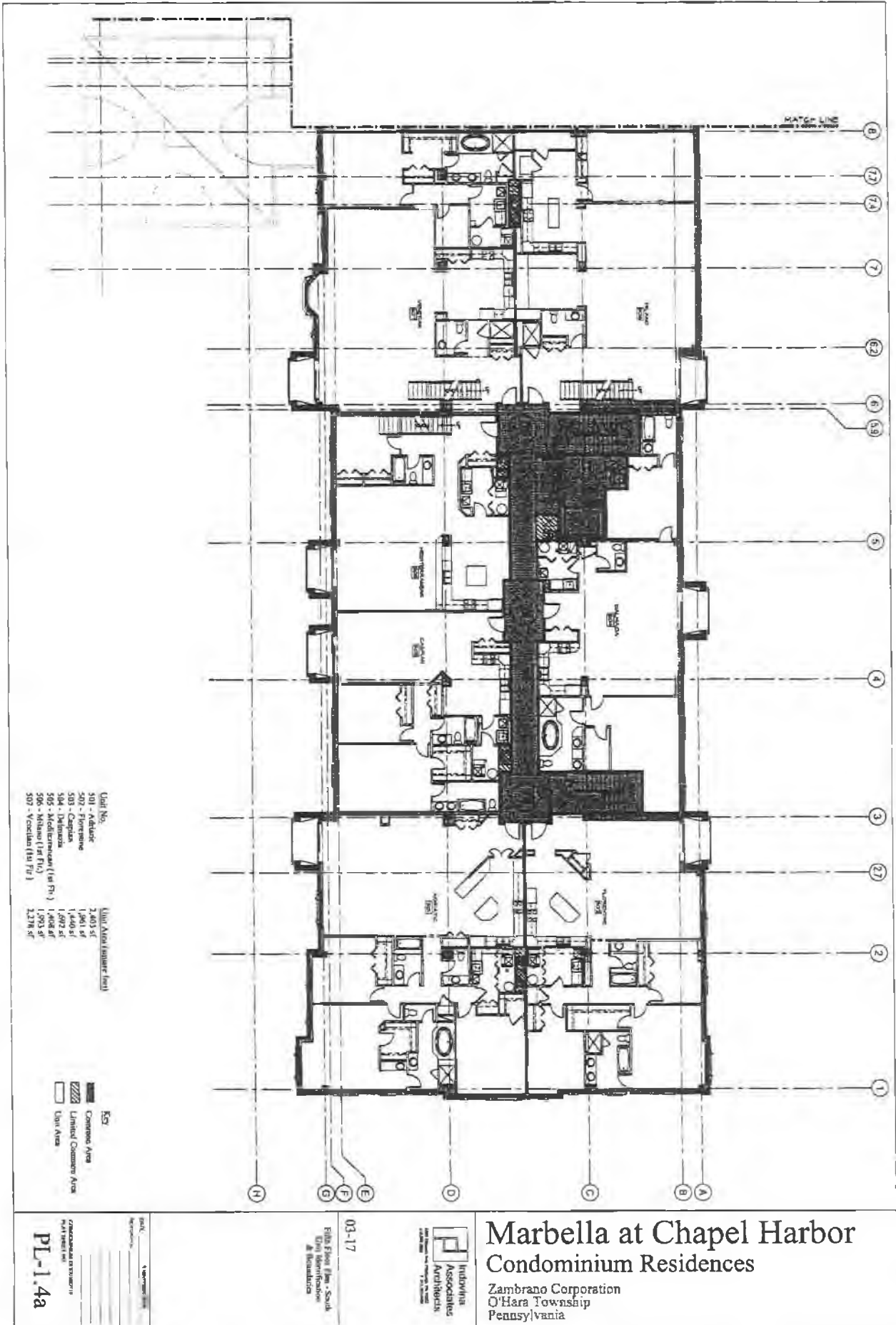
03-17

Fourth Floor Plan - North
Unit Identification
at Handover



Marbella at Chapel Harbor Condominium Residences

Zambrano Corporation
O'Hara Township
Pennsylvania



Unit No.	Unit Area (square feet)
501 - Adelaide	2,403 sf
502 - Florence	1,961 sf
503 - Carolina	1,440 sf
504 - Delmona	1,692 sf
505 - Madeline (w/ Pk.)	1,408 sf
506 - Milano (w/ Pk.)	1,993 sf
507 - Verona (w/ Pk.)	2,278 sf

- KS**
- Concrete Area
 - United Common Area
 - Unit Area

PL-1.4a

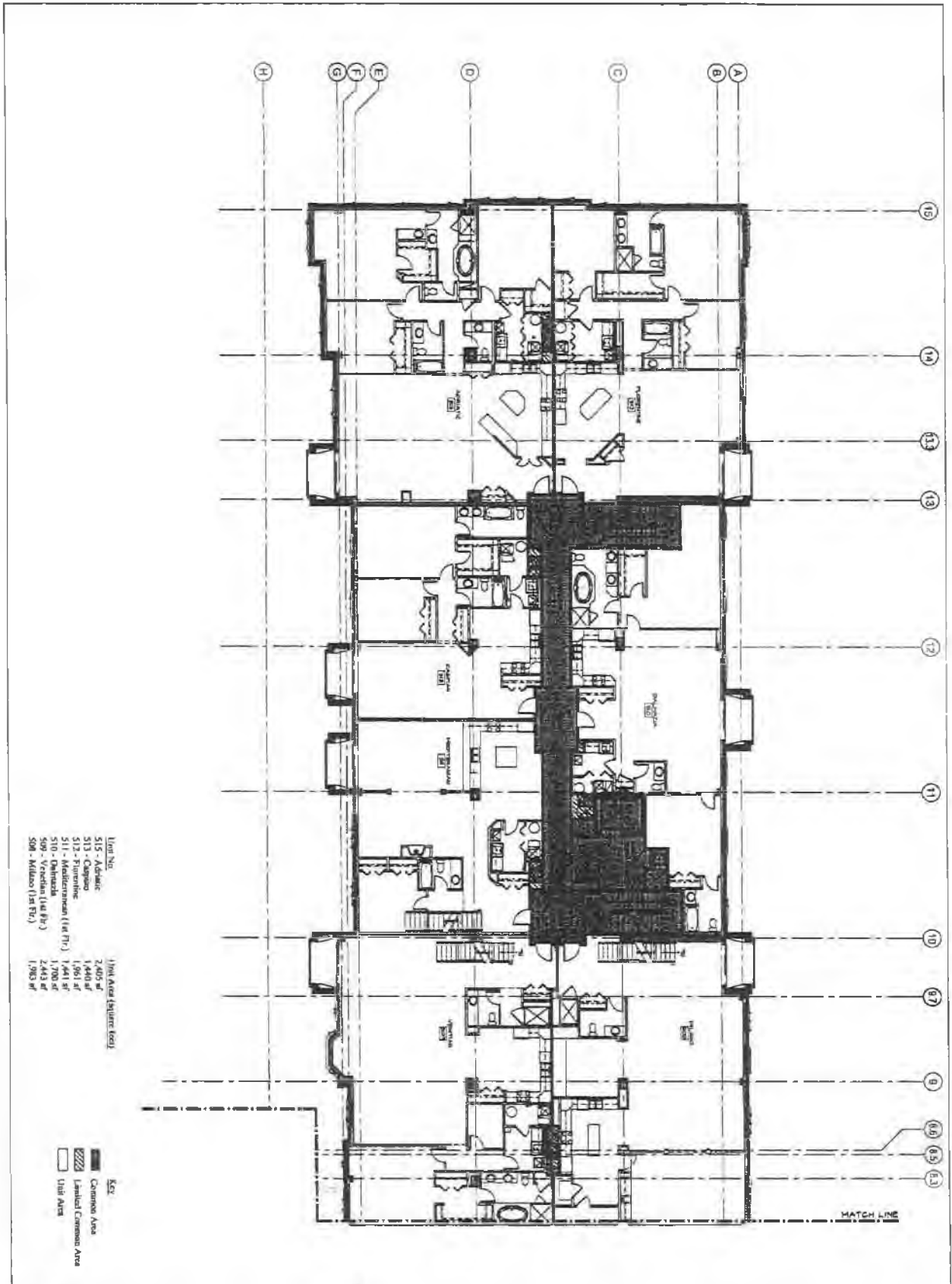
03-17

Ellis Stone Firm - South
Ellis Stone Firm
& Associates



**Marbella at Chapel Harbor
Condominium Residences**

Zambrano Corporation
O'Hara Township
Pennsylvania



03-17

Fifth Floor Plan - North
of Boardroom

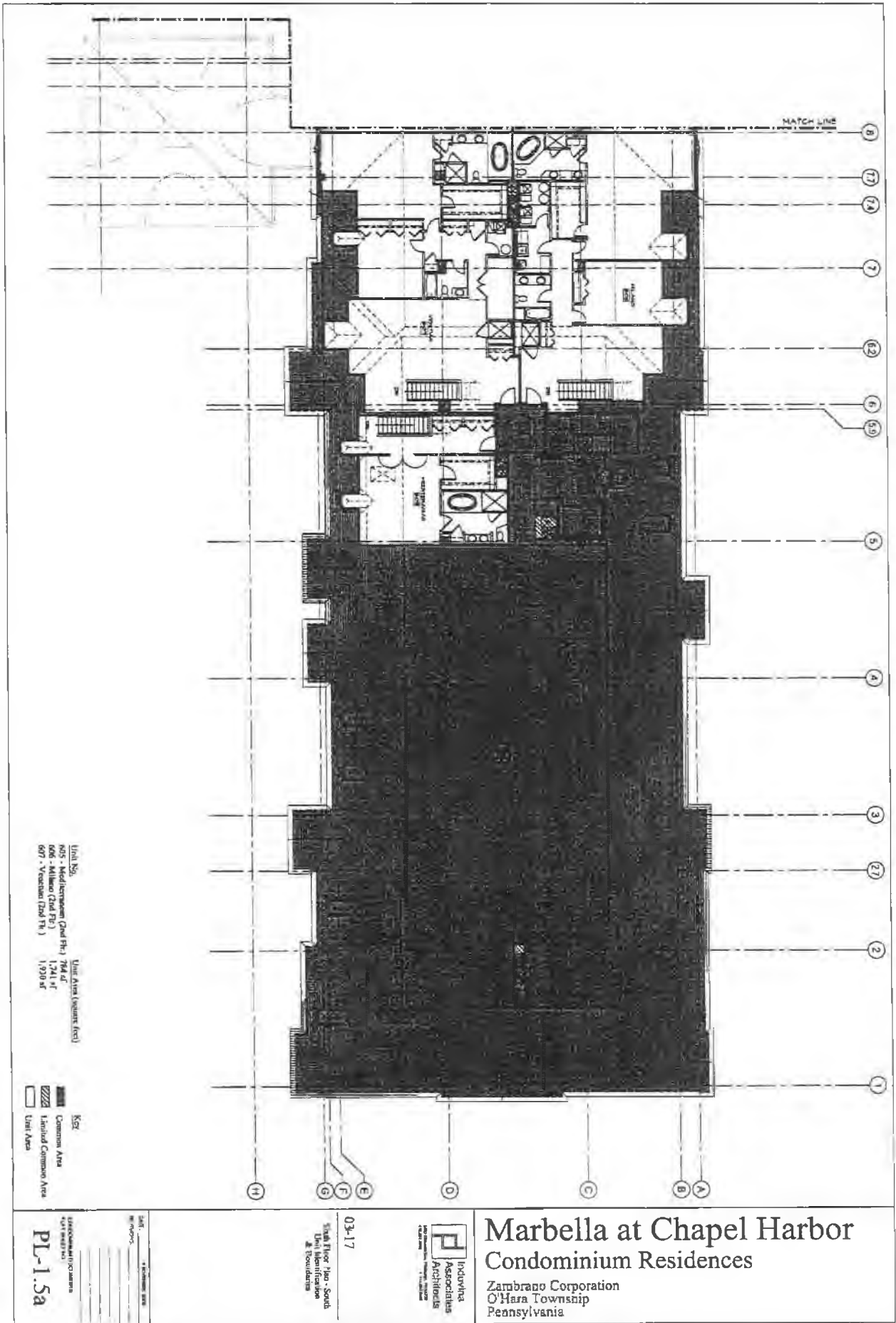
DATE: _____
REVISION: _____

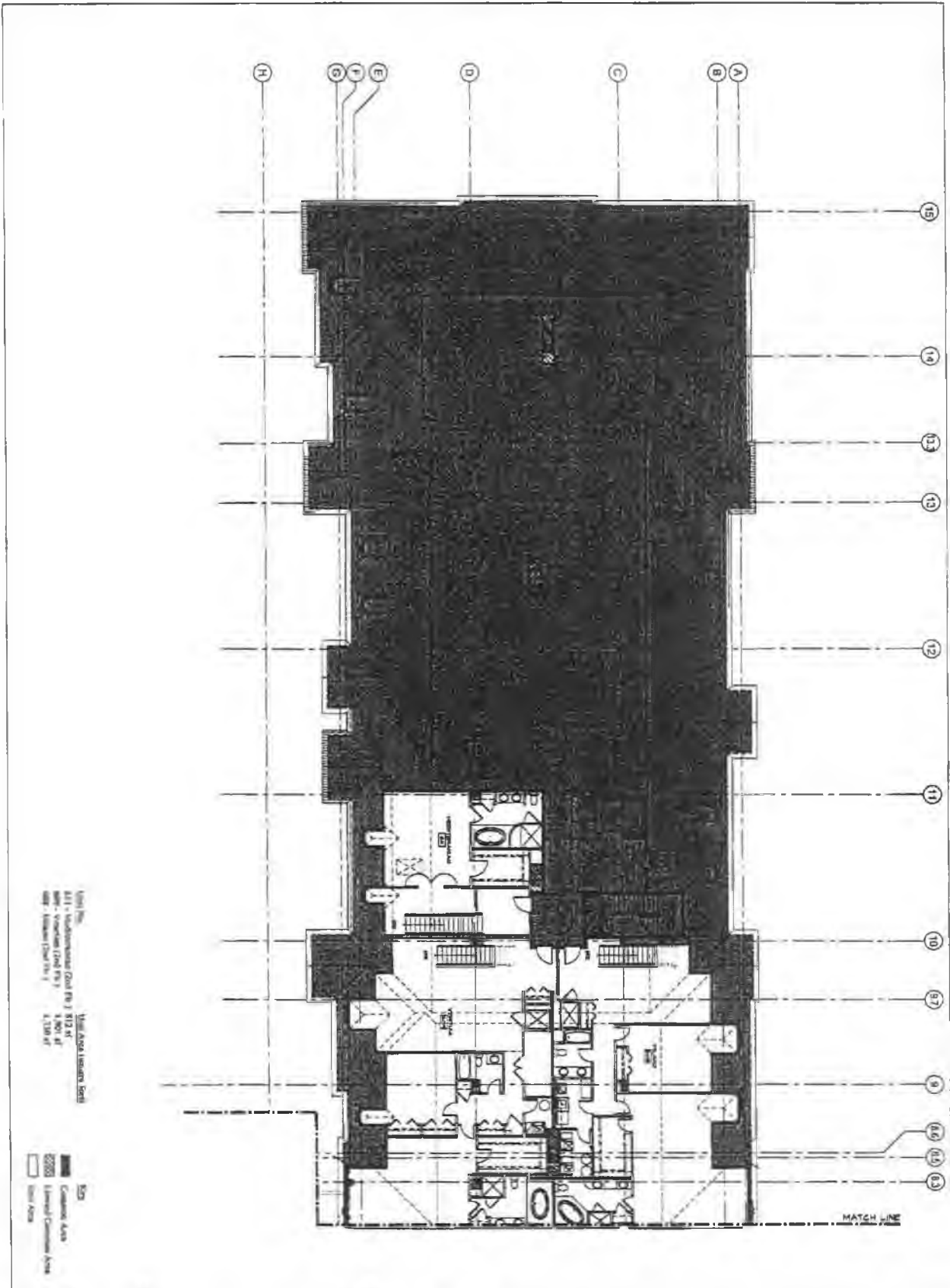
CONDOMINIUM DOCUMENTS
PL-14b

Indovint
Associates
Architects

Marbella at Chapel Harbor Condominium Residences

Zambrano Corporation
O'Hara Township
Pennsylvania





(10) The
 411 - Subsequent Code Book 312.1
 412 - Subsequent Code Book 312.2
 413 - Subsequent Code Book 312.3
 414 - Subsequent Code Book 312.4

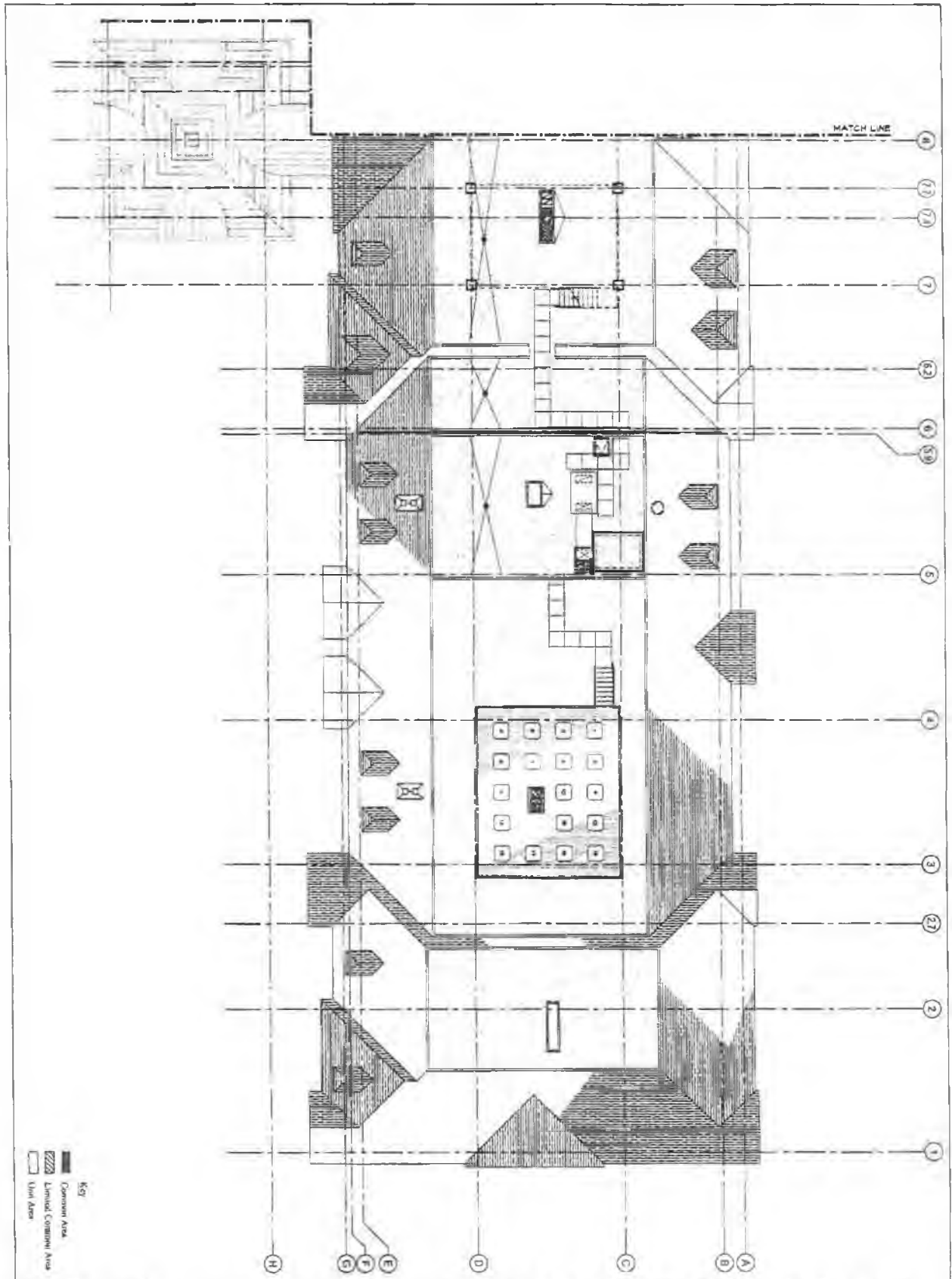
52
 Common Area
 Limited Common Area
 Other Area

PL-1.5b

03-17
 Sub Plan Title - Sub
 List Description
 at Revision

Indevco
 Associates
 Architects

**Marbella at Chapel Harbor
 Condominium Residences**
 Zambrano Corporation
 O'Hara Township
 Pennsylvania



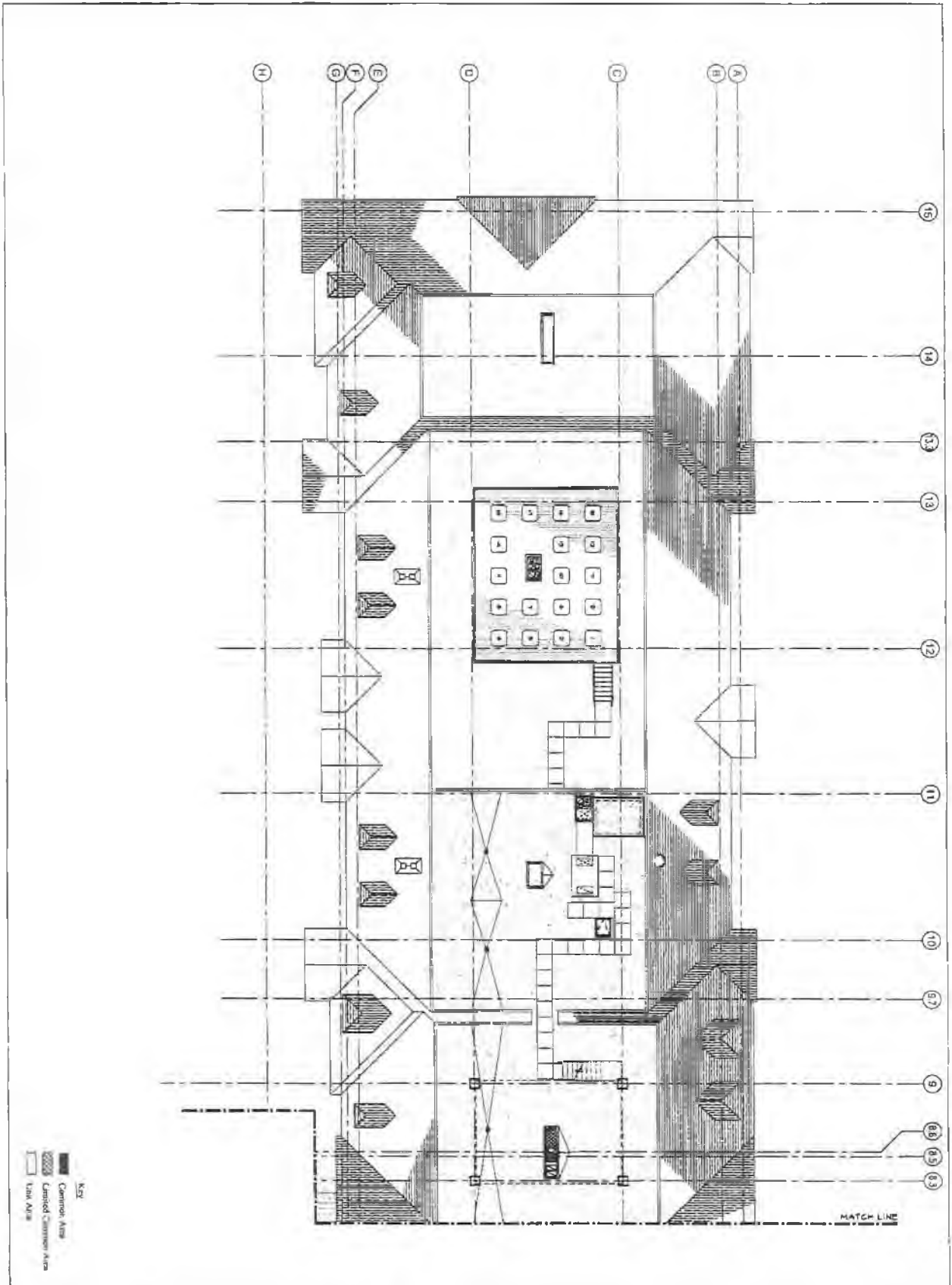
KEY
 Common Area
 Limited Common Area
 Unit Area

03-17
 Roof - South
 Unit Identification
 & Boundaries

Indovya
 Associates
 Architects

**Marbella at Chapel Harbor
 Condominium Residences**
 Zambrano Corporation
 O'Hara Township
 Pennsylvania

PL-1.6a



KEY

- Common Area
- Carved Common Area
- Unit Area

CONSTRUCTION DOCUMENTS
 PL-1.66

DATE: 11/11/11
 DRAWN BY: [illegible]

03-17

Road Plus - North
 East Rehabilitation
 & Renovation



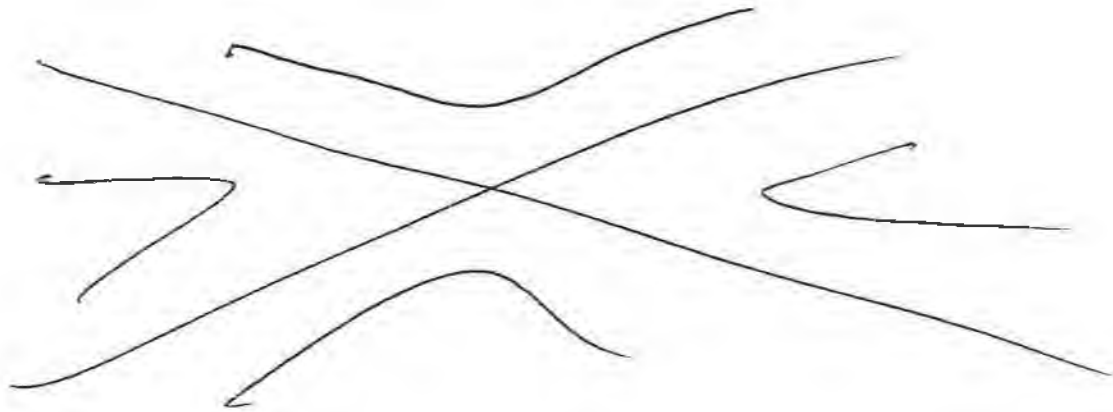
Marbella at Chapel Harbor Condominium Residences

Zambrano Corporation
 O'Hara Township
 Pennsylvania

EXHIBIT "C"PERCENTAGE INTERESTS

<u>UNIT NUMBER</u>	<u>UNIT AREA IN SQUARE FEET</u>	<u>PERCENTAGE INTEREST</u>
201	3,174	2.82%
202	1,961	1.74%
203	2,061	1.83%
204	1,692	1.50%
205	2,403	2.14%
206	1,743	1.55%
207	2,403	2.14%
208	1,700	1.51%
209	2,449	2.18%
210	1,961	1.74%
211	2,785	2.48%
301	2,624	2.33%
302	1,961	1.74%
303	2,638	2.35%
304	1,692	1.50%
306	1,993	1.77%
307	2,280	2.03%
308	1,983	1.76%
309	2,245	2.00%
310	1,700	1.51%
311	1,440	1.28%
312	1,961	1.74%
313	1,440	1.28%
315	2,405	2.14%
401	2,405	2.14%
402	1,961	1.74%
403	1,440	1.28%
404	1,692	1.50%
405	1,407	1.25%
406	1,993	1.77%
407	2,280	2.03%
408	1,983	1.76%
409	2,245	2.00%
410	1,700	1.51%
411	1,440	1.28%
412	1,961	1.74%
413	1,440	1.28%
415	2,405	2.14%
501	2,405	2.14%
502	1,961	1.74%
503	1,440	1.28%
504	1,692	1.50%
505/605	2,192	1.95%
506/606	3,734	3.32%

507/607	4,208	3.74%
508/608	3,713	3.30%
509/609	4,344	3.86%
510	1,700	1.51%
511/611	2,253	2.00%
512	1,961	1.74%
513	1,440	1.28%
515	2,405	2.14%



Allegheny County
Valerie McDonald Roberts
Department of Real Estate
Pittsburgh, PA 15219



Instrument Number: 2008-27098

Recorded On: September 16, 2008 As-Deed Agreement

Parties: ZAMBRANO CONDO ASSOCIATES L P

To ZAMBRANO CONDO ASSOCIATES L P

of Pages: 23

Comment: DECLARATION CONDO

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

Deed Agreement		81.00
Pages > 4	18	
Names > 4	0	
Total:		81.00

Valerie McDonald Roberts, Manager		-	BOOK AND LOT NUMBER
Date	/ /	- Int. By:	DECLARATION
	09.17.2008	VS	

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2008-27098
 Receipt Number: 1203862
 Recorded Date/Time: September 16, 2008 12:52:19P
 Book-Vol/Pg: BK-DE VL-13734 PG-90
 User / Station: K Hills - Cash Station 22

BLUMLING & GUSKY LLP
 WILL CALL
 PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager
 Dan Onorato, Chief Executive

**AMENDMENT OF DECLARATION OF CONDOMINIUM
MARBELLA AT CHAPEL HARBOR CONDOMINIUM**

THIS AMENDMENT OF DECLARATION OF CONDOMINIUM (the "Amendment") is made this 12th day of September, 2008, by ZAMBRANO CONDOMINIUM ASSOCIATES, L.P., a Pennsylvania limited partnership, the Declarant of the Marbella at Chapel Harbor Condominium situate in the Township of O'Hara, County of Allegheny, and Commonwealth of Pennsylvania, with respect to the Real Estate described in Exhibit "A" attached hereto.

This Amendment is being made pursuant to Article VI of the Declaration of Condominium of Marbella at Chapel Harbor Condominium, dated December 1, 2006 and recorded on December 12, 2006 in the Recorder's Office of Allegheny County, Pennsylvania, at Deed Book Volume 13085, Page 1 (the "Declaration"), and Sections 3209, 3214 and 3219 of the Pennsylvania Uniform Condominium Act, 68 Pa.C.S. §§3101 et seq.

This Amendment is being made prior to the conveyance of any Units. The purpose of this Amendment is to adjust the boundaries between certain adjoining Units that have been relocated during construction and to reallocate the Percentage Interests in the Common Elements and Common Expenses of the affected Units.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Exhibit "B" (Plats and Plans) of the Declaration is hereby deleted and replaced with the document attached hereto as Exhibit "B" (Plats and Plans).
2. Exhibit "C" (Percentage Interests Allocated to Units) of the Declaration is hereby deleted and replaced with the document attached hereto as Exhibit "C" (Percentage Interests Allocated to Units).
3. All capitalized terms not defined herein shall have the same meaning as is given to such terms in the Declaration.

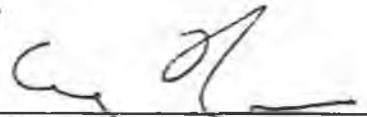
IN WITNESS WHEREOF, the said Zambrano Condominium Associates, L.P., has caused its name to be signed to these presents on the day and year first above written, with the intent to be legally bound hereby.

WITNESS/ATTEST:

ZAMBRANO CONDOMINIUM ASSOCIATES,
L.P., a Pennsylvania limited partnership

Zambrano Condominium Associates, LLC, a
Pennsylvania limited liability company, its general
partner

Stacy A. Gill

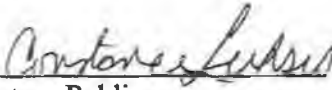
By: 
Eugene D. Zambrano, III, Sole Member

Will Call
{10356.18/412514;} Blumling & Gusky, LLP
1200 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
)
COUNTY OF ALLEGHENY)

On this, the 12th day of September, 2008, before me, the undersigned Notary Public, personally appeared the above named Eugene D. Zambrano, III, known to me to be the Sole Member of Zambrano Condominium Associates, LLC, a Pennsylvania limited liability company and the general partner of Zambrano Condominium Associates, LP, a Pennsylvania limited partnership, who acknowledged that he did sign said instrument for and on behalf of said limited liability company and limited partnership, being thereunto duly authorized by said limited liability company and limited partnership; that the same is his free act and deed and the free act and deed of said limited liability company and limited partnership.

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


Notary Public

My Commission Expires:

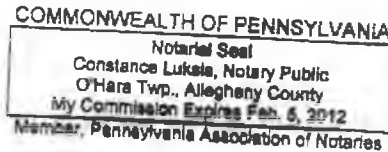


EXHIBIT "A"**LEGAL DESCRIPTION**

ALL THAT CERTAIN Parcel "A" as shown on Revision No. 4, Chapel Harbor at The Waters Plan of Lots, recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 250, Page 61, situate in the Township of O'Hara, County of Allegheny and Commonwealth of Pennsylvania, bounded and described as follows:

Beginning at a point on the southerly right of way line of Continental Boulevard (50' R/W), said point being at the dividing line of Parcel "A" and lands now or formerly Yacht Club Communities, LLC, as recorded in Deed Book Volume 10351, page 582; thence continuing along said dividing line S 00 35' 30" E, 926.50 feet to a point; thence N 86 17' 00" W, 290.21 feet to a point, said point being at a corner common to lands described herein and parcel "OS5" ; thence along the line dividing the lands described herein and parcels "OS5" and "OS6" N 00 35' 30" W, 804.56 feet to a point on the southerly right of way line of Vista Circle (50' R/W); thence along the southerly right of way line of said Vista Circle by a curve to the left having a radius of 220.00 feet, for an arc distance of 316.51 feet, (said arc having a chord bearing and distance of N 69 30' 08" E, 289.91 feet) to a point on the southerly right of way line of Continental Boulevard; thence along the same N 84 32' 10" E, 16.86 feet to a point, said point being at the place of beginning.

Being designated as Lot/Block No. 228-J-210.



EXHIBIT "B"
PLATS AND PLANS



ARCHITECT CERTIFICATION

I, the undersigned, a Registered Professional Architect, PA License No. 7145, hereby certify that this condominium declaration set of plans fully and accurately



1. shows the property, the location of the building of the property, thereon, the building and the layout of the floors of the building, including the units and common elements and
2. sets forth the name by which the property will be known, and the unit designation for each unit therein.

This condominium declaration plan contains all information required by Section 3210 of the Pennsylvania Condominium Act 82 of 1980, 68 Pa CSA 3101 et. sequ.

Robert A. Indovina AIA

Commonwealth of Pennsylvania, County of Allegheny, on this day of September 18, 2008 before me, a Notary Pubic for the Commonwealth of Pennsylvania personally appeared Robert A. Indovina, known to me to be the person whose name is subscribed to the above certification and being duly sworn, made solemn oath to the truth of the statement to which his name is subscribed

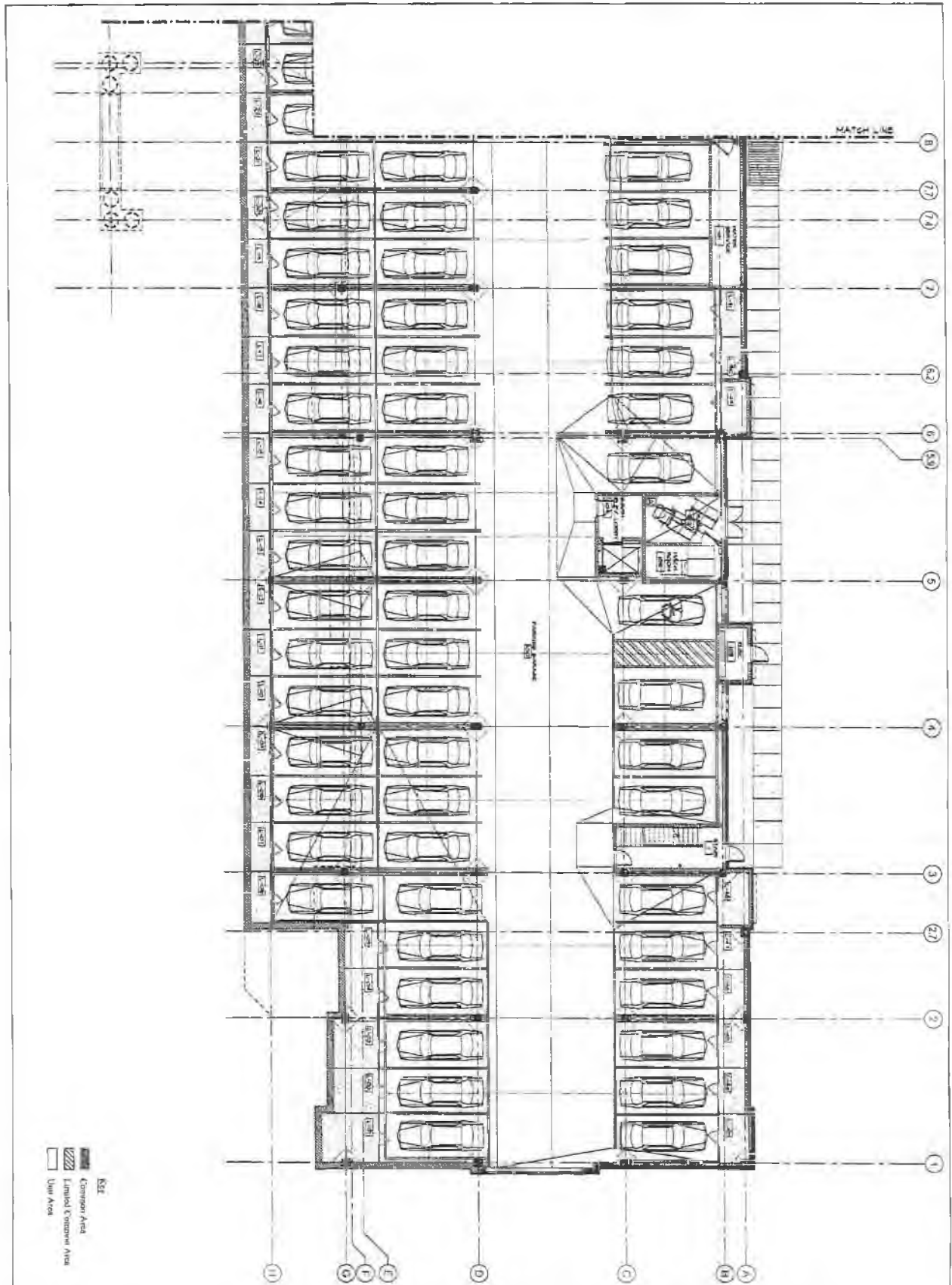
Notary Public

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Patricia Ann Junker, Notary Public
 City Of Pittsourgh, Allegheny County
 My Commission Expires Jan. 10, 2010
 Member, Pennsylvania Association of Notaries

Recorded in the County of Allegheny Recorder of Deeds Office in Plan Book Volume _____ Pages _____. This _____ day of _____ 2008

Given under my hand and seal

Recorder



KEY
 Common Area
 Limited Common Area
 Unit Area

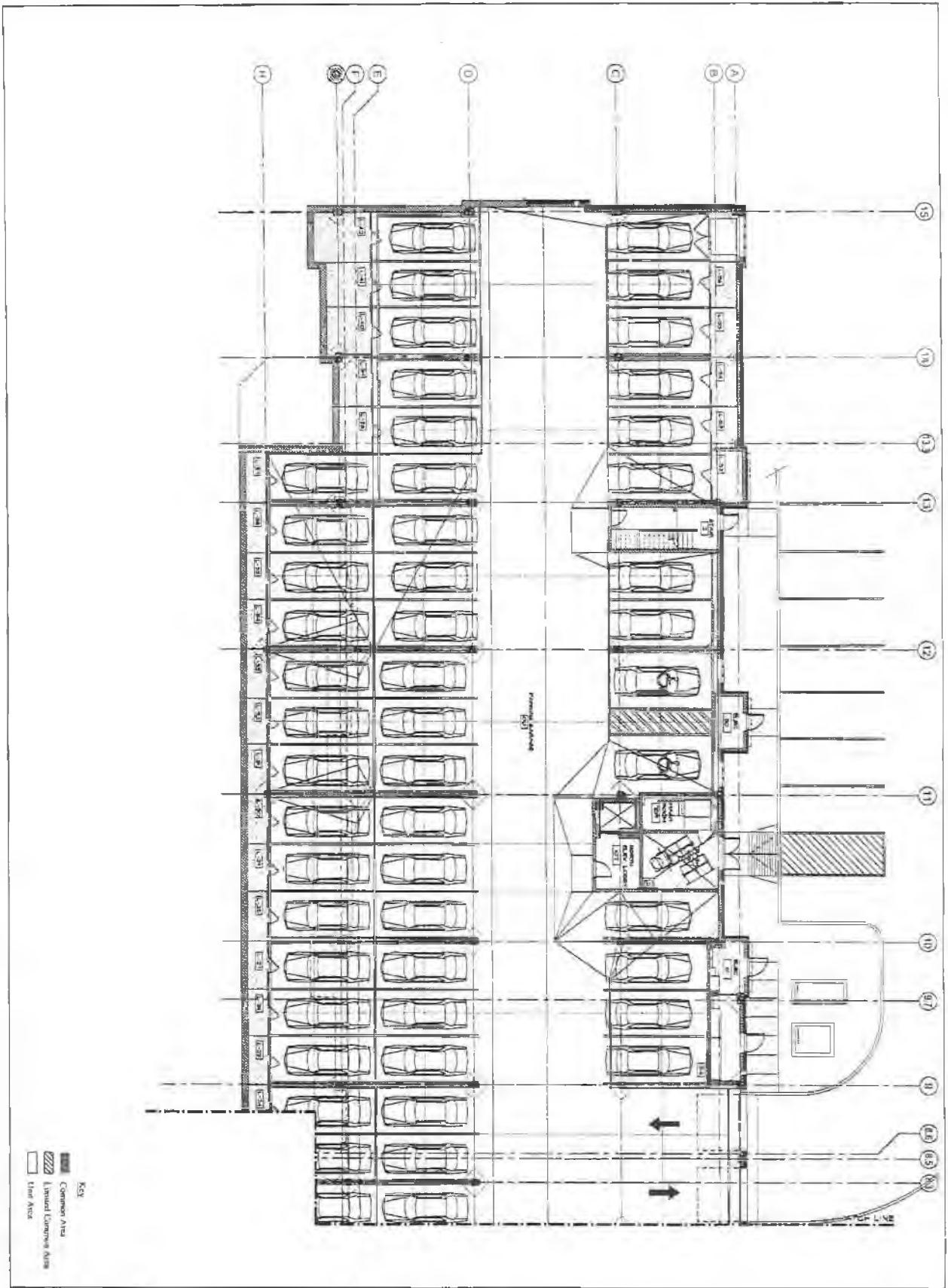
PL-1.0a
 CONDOMINIUM OCCUPANTS
 CERTIFICATE

DATE: _____
 BY: _____

0.3-17
 Original Floor Plan - South
 Unit Identification
 at Southview



Marbella at Chapel Harbor
Condominium Residences
 Zambrano Corporation
 O'Hara Township
 Pennsylvania



KEY
 Common Area
 Limited Common Area
 Unit Area

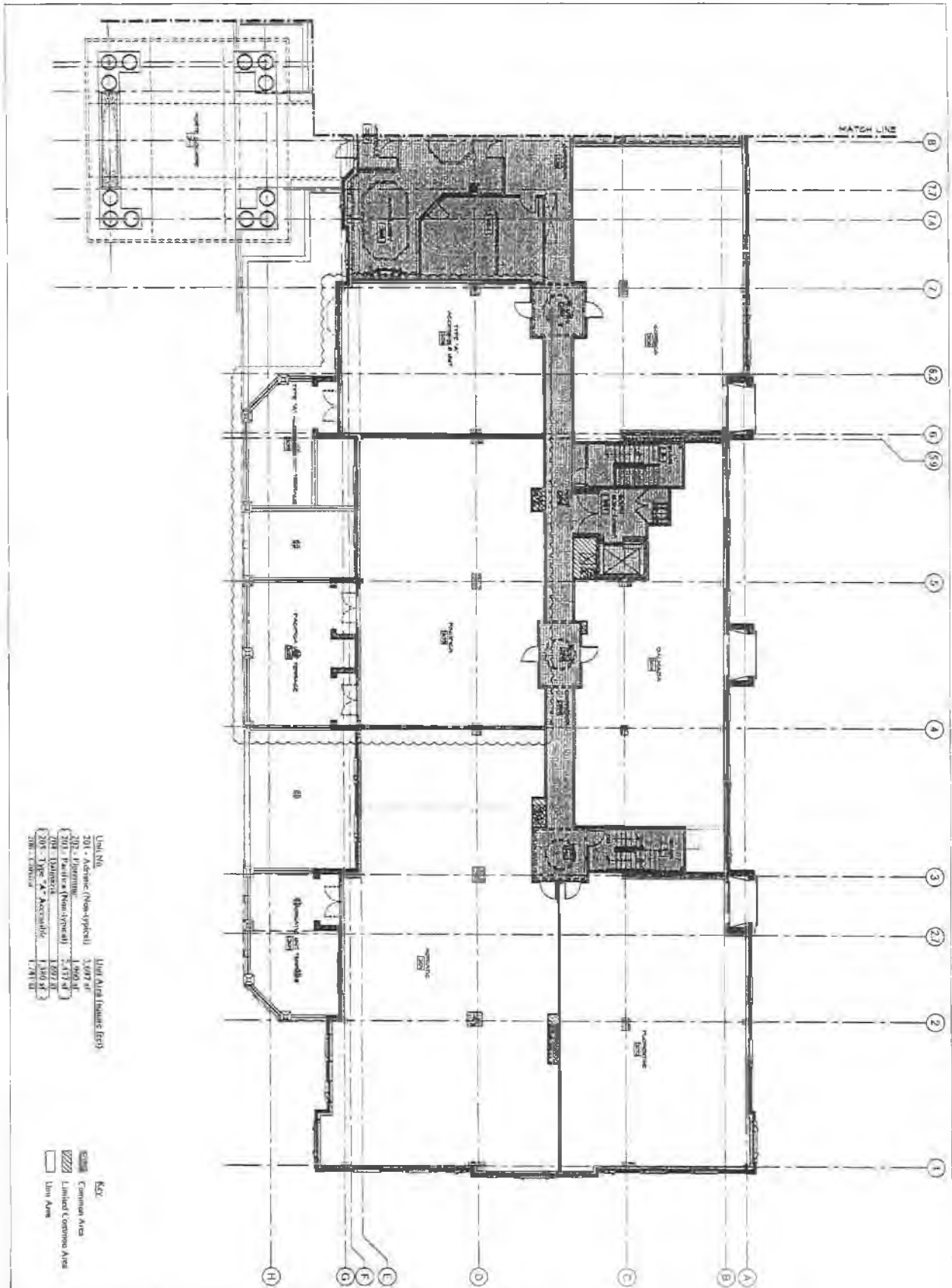
03-17
 Ground Floor Plan - North
 Unit Identifiers
 & Boundaries



Marbella at Chapel Harbor Condominium Residences

Zambrano Corporation
 O'Hara Township
 Pennsylvania

PL-1.0b



Unit No.	Living Area (sq. ft.)
201 - Astoria (Non-typical)	1,597 sq. ft.
202 - Astoria (Non-typical)	1,597 sq. ft.
203 - Astoria (Non-typical)	1,597 sq. ft.
204 - Astoria (Non-typical)	1,597 sq. ft.
205 - Astoria (Non-typical)	1,597 sq. ft.
206 - Astoria (Non-typical)	1,597 sq. ft.
207 - Astoria (Non-typical)	1,597 sq. ft.
208 - Astoria (Non-typical)	1,597 sq. ft.
209 - Astoria (Non-typical)	1,597 sq. ft.
210 - Astoria (Non-typical)	1,597 sq. ft.

KEY

	Common Area
	Limited Common Area
	Unit Area

PL-1.1a

03-17

Mark R. Papp, Suite 100
1000 Independence
A. Bannockburn

Indovina Associates Architects

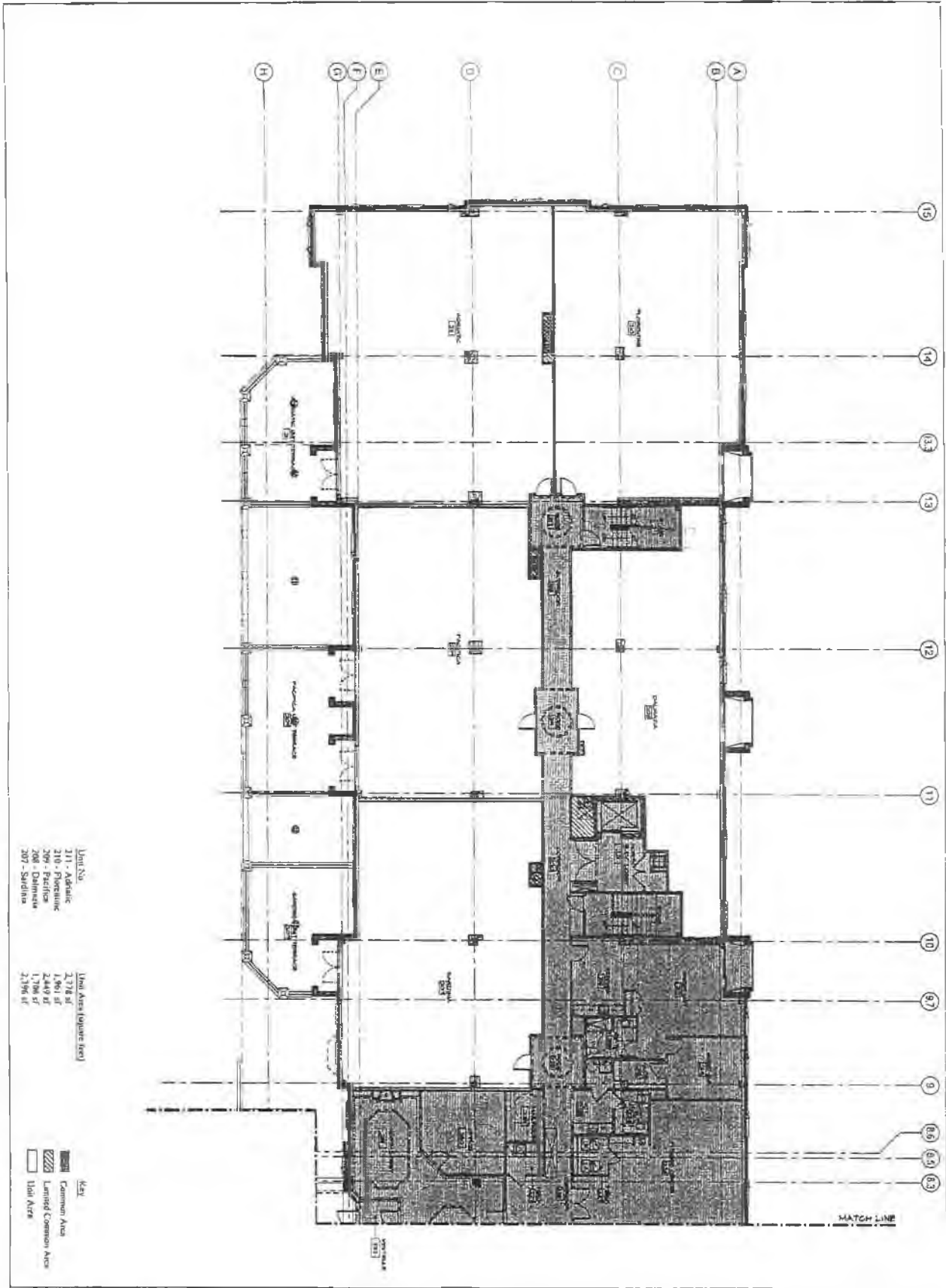
1000 Independence
A. Bannockburn

03-17

Mark R. Papp, Suite 100
1000 Independence
A. Bannockburn

**Marbella at Chapel Harbor
Condominium Residences**

Zambrano Corporation
O'Hara Township
Pennsylvania



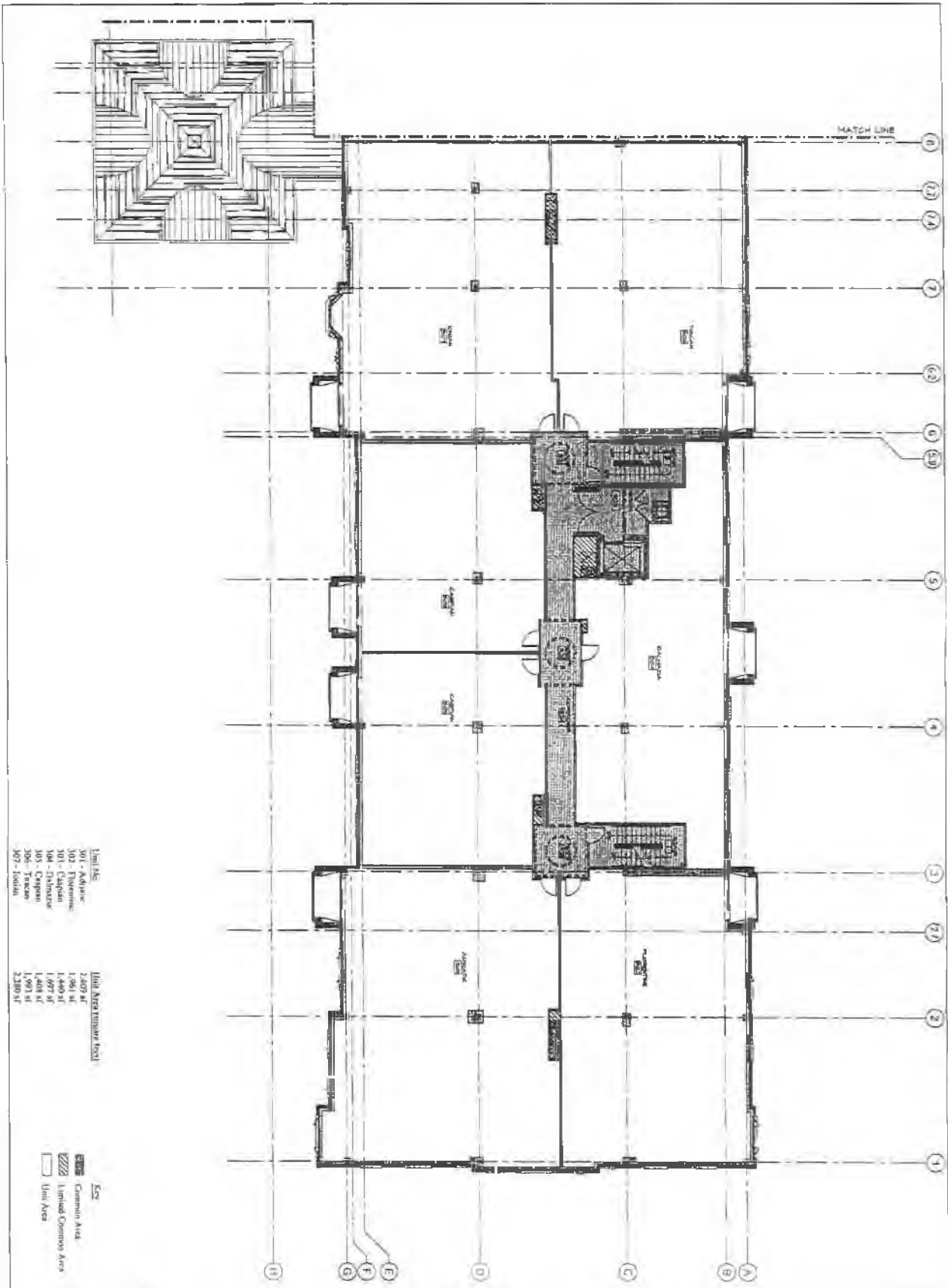
01-17
 Main River Pier - North
 Condominium Residences
 Use & Foundations

PL-1.1b

**Marbella at Chapel Harbor
 Condominium Residences**
 Zambrano Corporation
 O'Hara Township
 Pennsylvania

LANDVING ASSOCIATES ARCHITECTS
 1000 N. 10th Street
 Philadelphia, PA 19107

DATE: 4/20/08
BY: J. J. [Signature]
SCALE: 3/8" = 1'-0"

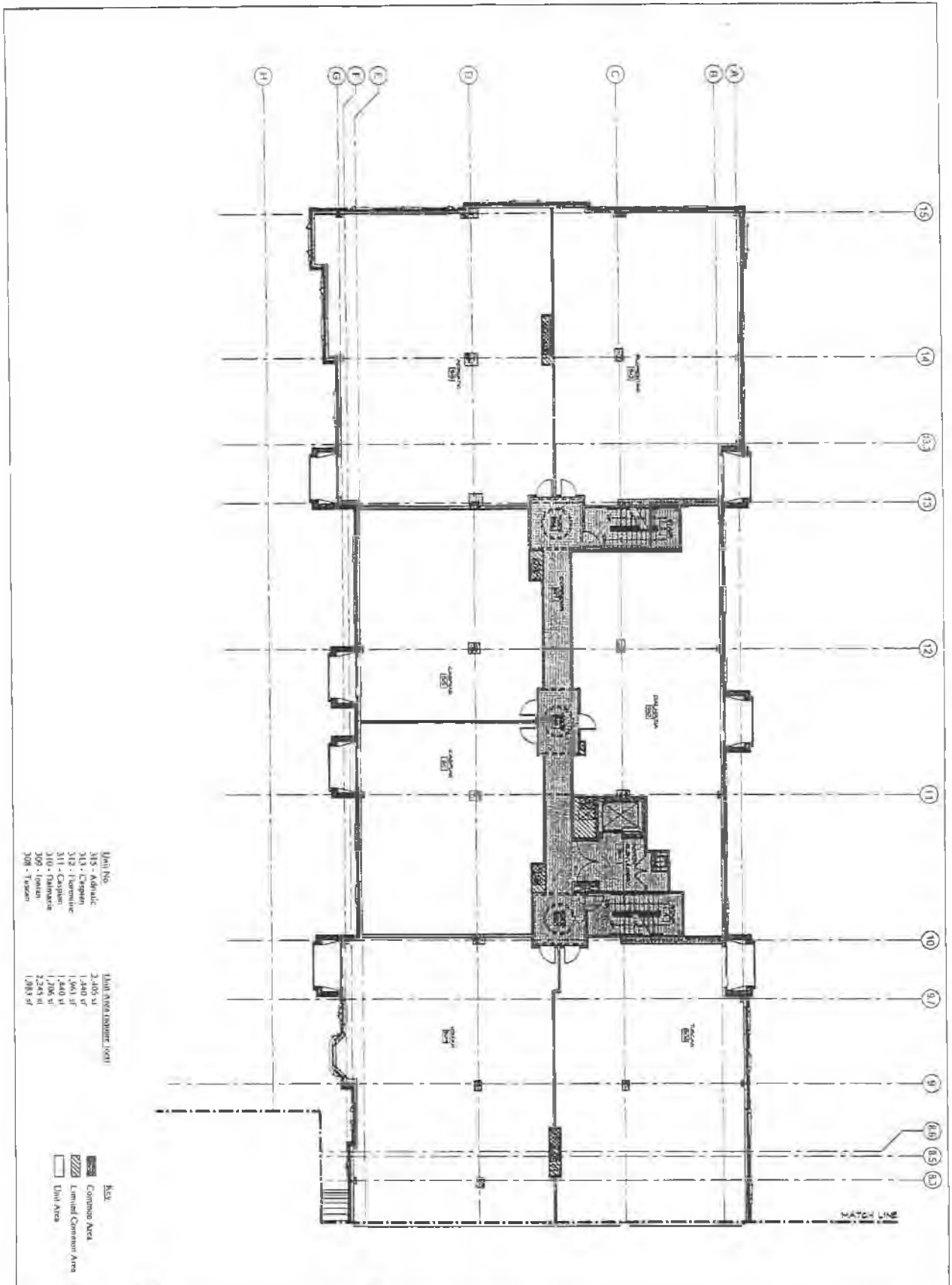


03-17
Second Floor Plan - Scale
Not to Scale
E. Boardman

Marbella at Chapel Harbor Condominium Residences

Zambrano Corporation
O'Hara Township
Pennsylvania

PL-1 2a



- Unit No.
- 315 - Adelaide
- 314 - Caprin
- 313 - Caprin
- 311 - Caprin
- 310 - Danvers
- 309 - Iovian
- 308 - Texan

- Unit Area (sq. ft.)
- 2,105
- 1,400
- 1,361
- 1,440
- 1,708
- 2,249
- 1,983

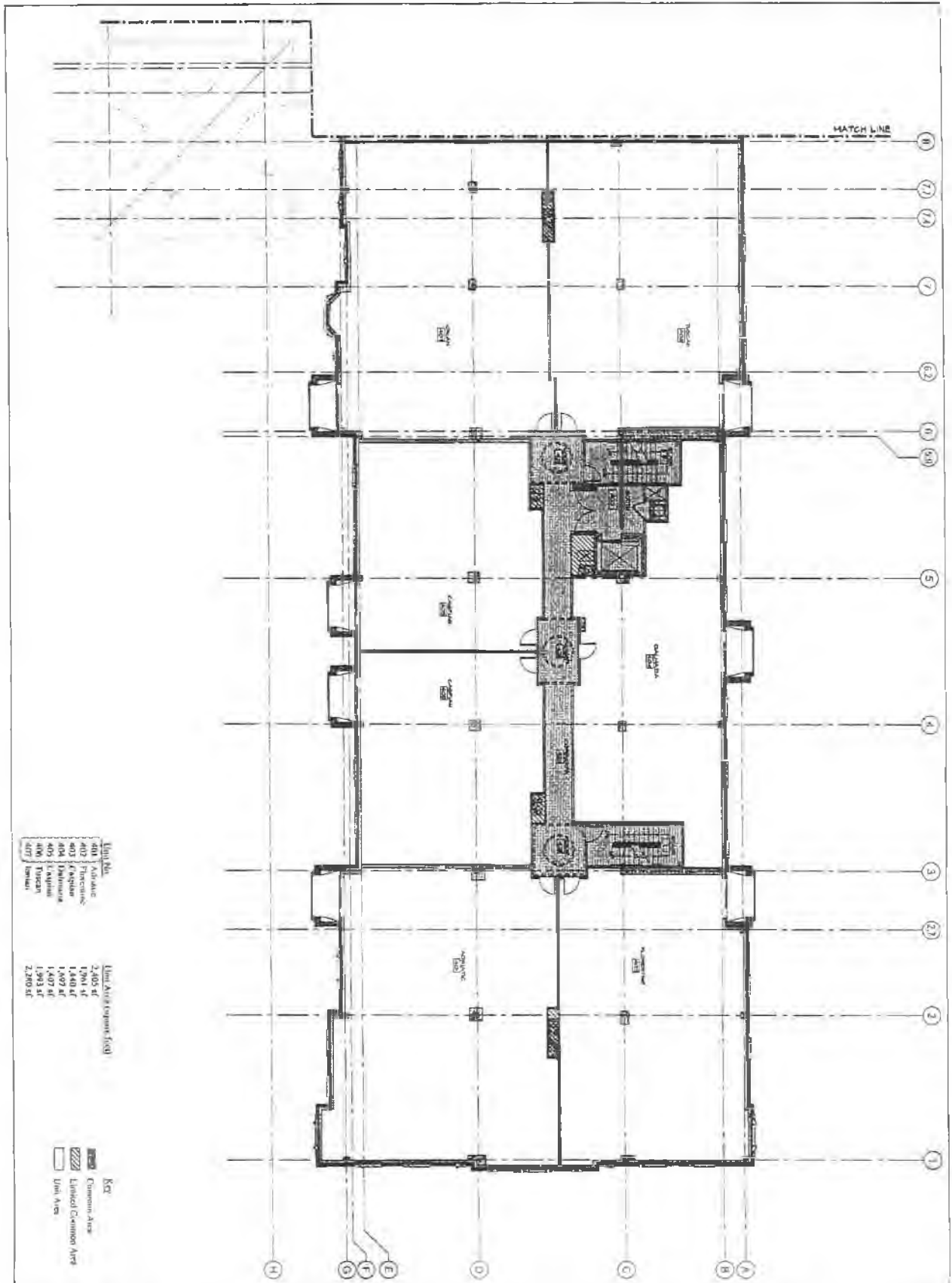
- KSJ
- Common Area
- Unit Common Area
- Unit Area

CONDOMINIUM DOCUMENTS
 PL-1.2b

03-17
 Second Floor Plan - North
 Unit Identification
 & Boundaries

Indiana
 Architects
 Associates

**Marbella at Chapel Harbor
 Condominium Residences**
 Zambrano Corporation
 O'Hara Township
 Pennsylvania



Unit No.	Unit Area (approx. SQ)
401 Atlantic	2,405 SF
402 Precinct	1,794 SF
403 Precinct	1,840 SF
404 Precinct	1,697 SF
405 Precinct	1,493 SF
406 Precinct	1,493 SF
407 Precinct	2,285 SF

Key

- Common Area
- Limited Common Area
- Unit Area

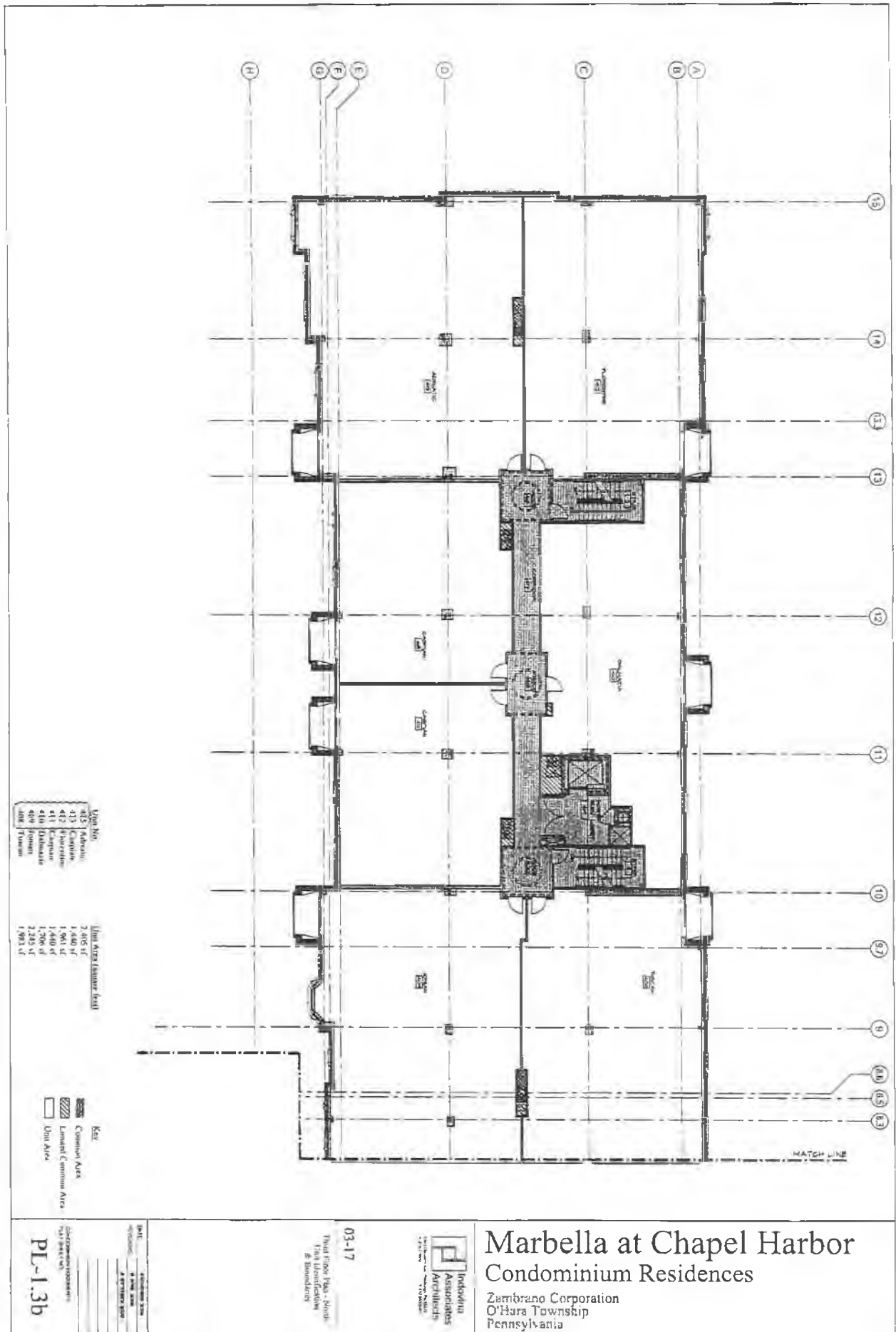
DATE: _____
 BY: _____
 PROJECT NO: _____
 SHEET NO: _____
PL-1.3a

03-17
 Third Floor Plan - South
 Unit Identification
 & Boundaries

**Frederick
 Associates
 Architects**

**Marbella at Chapel Harbor
 Condominium Residences**

Zambrano Corporation
 O'Hara Township
 Pennsylvania



Marbella at Chapel Harbor Condominium Residences

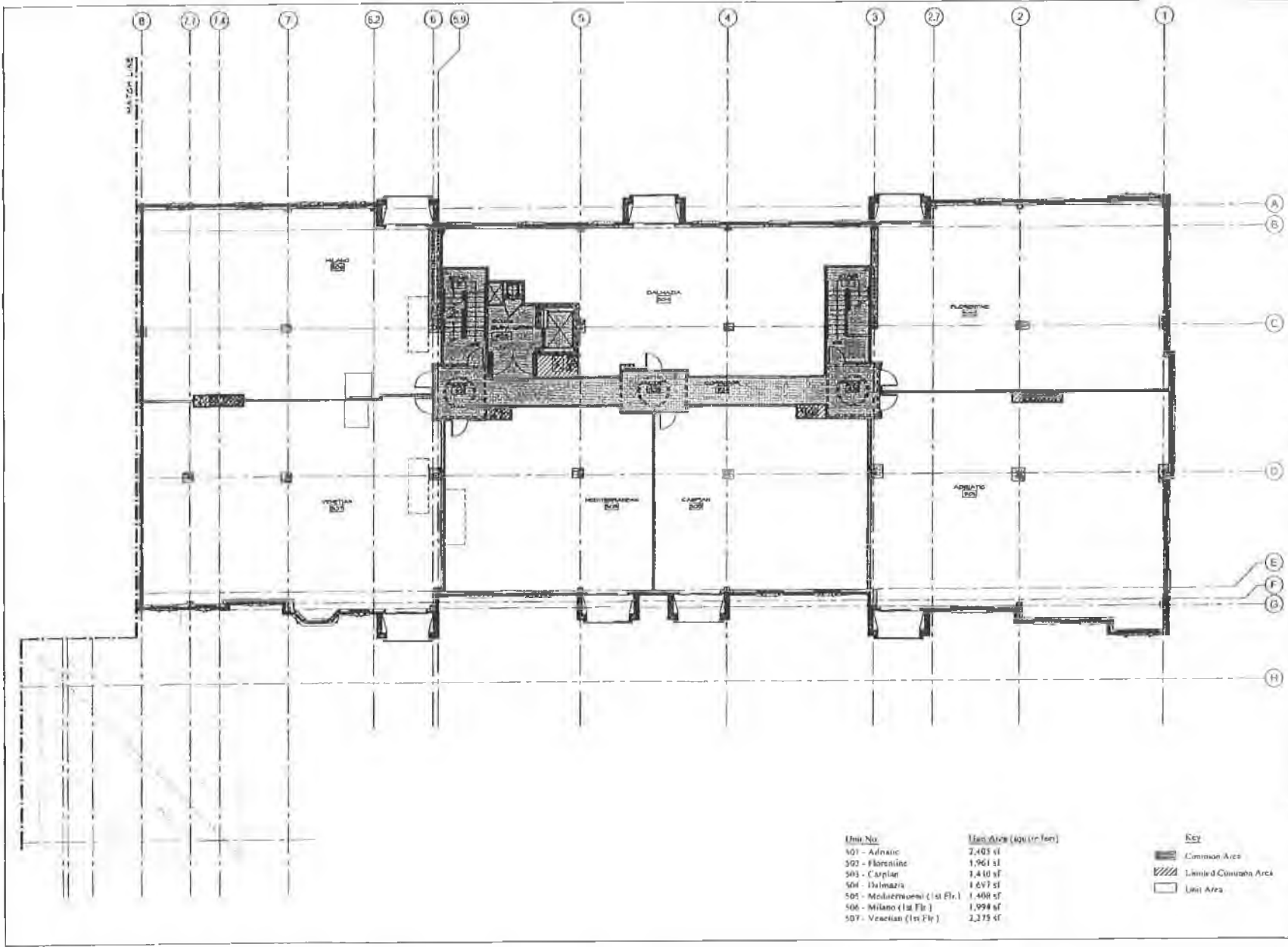
Zambrano Corporation
O'Hara Township
Pennsylvania



03-17

Third Floor Plan - Final
Team Identification
& Boundaries

PL-1.3b



Unit No.	Unit Area (sq. ft./sq. m.)
501 - Adriano	2,403 sf
502 - Florenzini	1,961 sf
503 - Carpiani	1,410 sf
504 - Dallazza	1,673 sf
505 - Modugno (1st Flr.)	1,408 sf
506 - Milano (1st Flr.)	1,994 sf
507 - Venetian (1st Flr.)	2,275 sf

Key

- Common Area
- Limited Common Area
- Unit Area

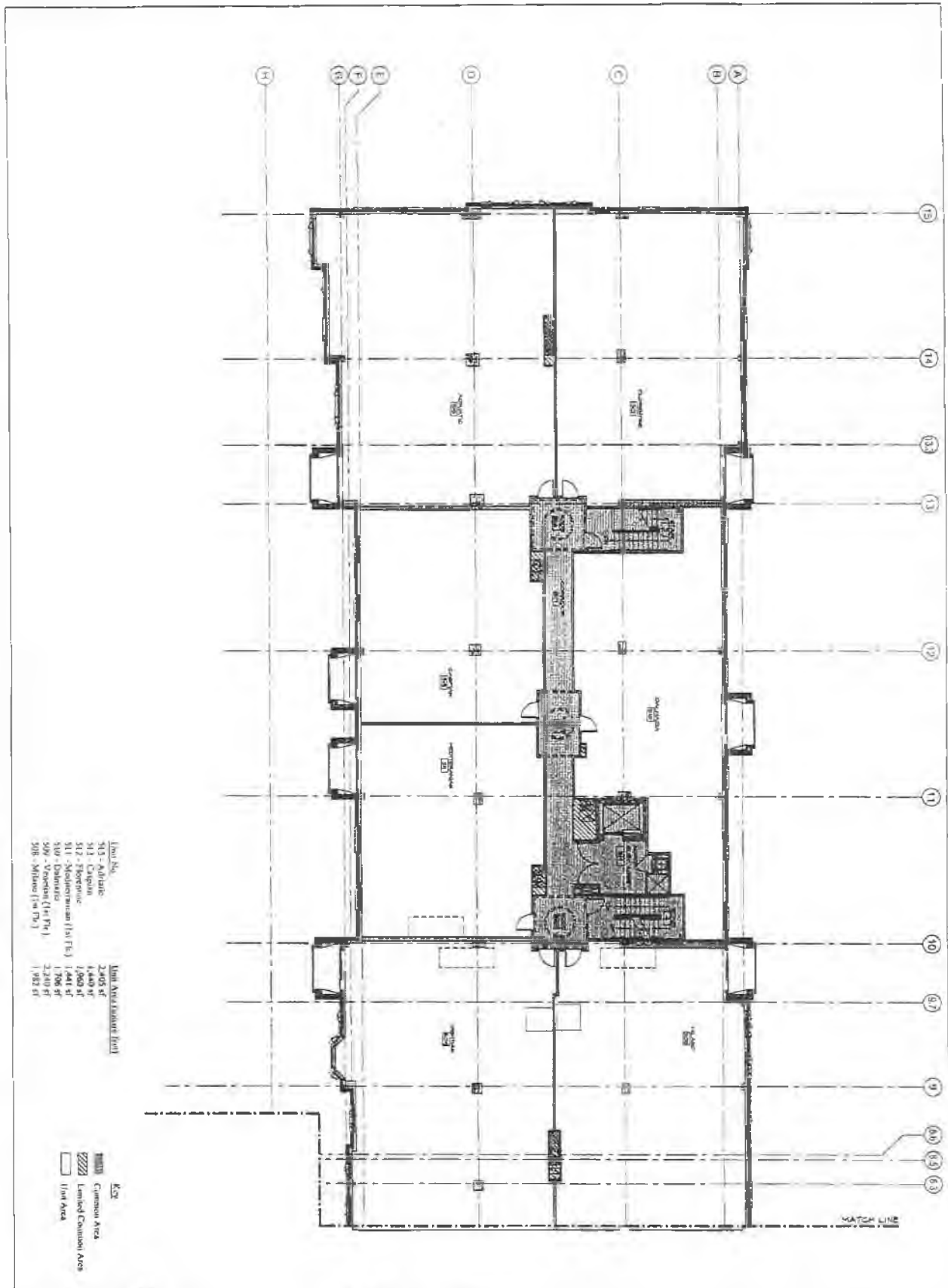
Marbella at Chapel Harbor
 Condominium Residences
 Zambano Corporation
 O'Hara Township
 Pennsylvania



03-17
 Fourth Floor Plan - South
 Unit Identification
 & Boundaries

DATE:	APPROVED BY:
10 APRIL 2008	
27 APRIL 2008	

CONDOMINIUM DOCUMENTS
 PL-1.4a



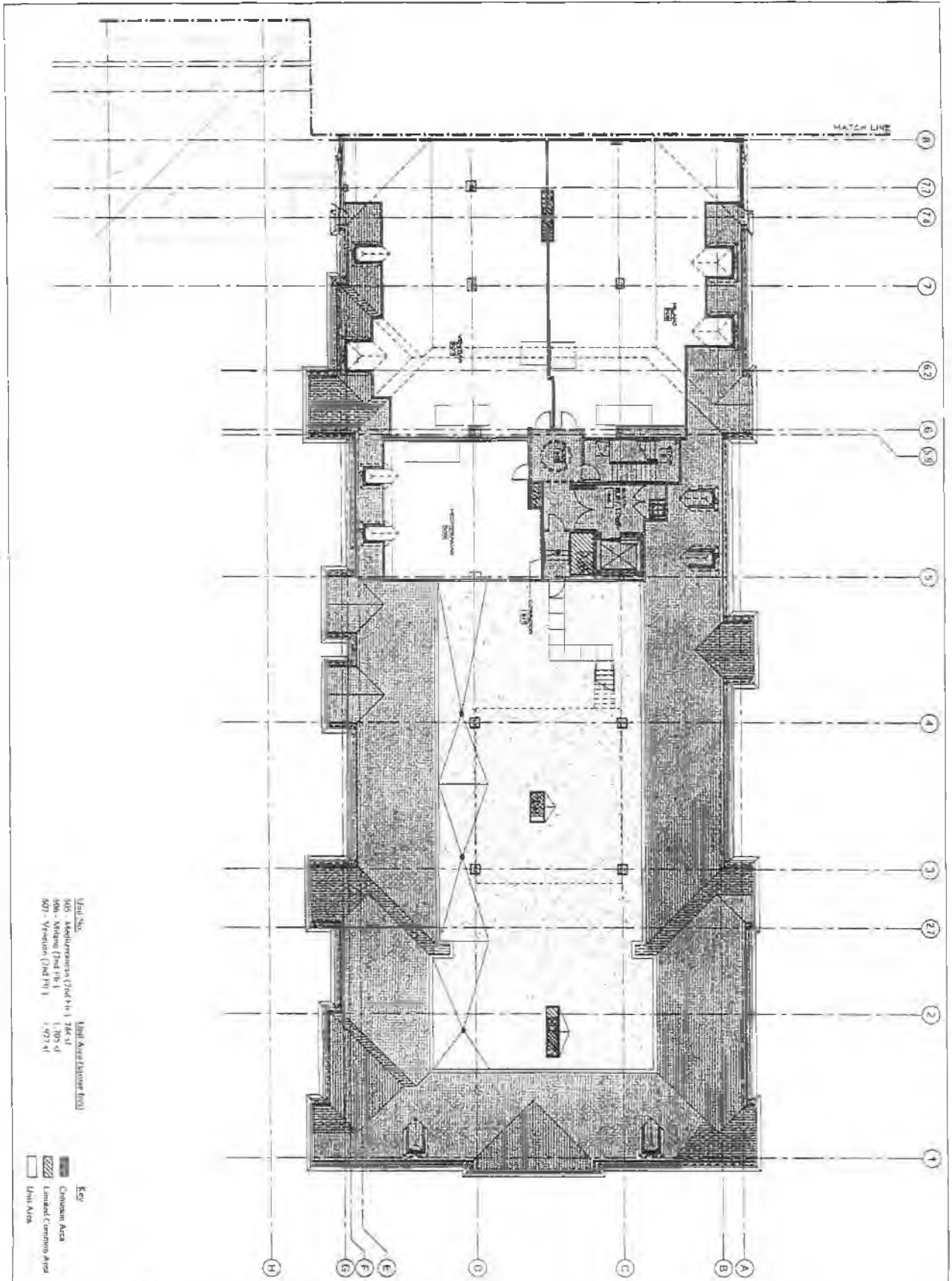
Unit No.	Unit Area (Square Feet)
313 - Adair	2,405 sf
314 - Adams	1,440 sf
315 - Adams	1,900 sf
316 - Adams	1,441 sf
317 - Adams	1,706 sf
318 - Adams	2,240 sf
319 - Adams	1,932 sf

Common Area
Limited Common Area
Unit Area

PL-1.4b
 10/19/2011
 10/19/2011

03-17
 South Floor Plan - North
 Unit Identification
 & Dimensions
 Indiviva
 Associates
 Architects
 1000 N. 10th Street
 Suite 200
 Harrisburg, PA 17104

**Marbella at Chapel Harbor
 Condominium Residences**
 Zambrano Corporation
 O'Hara Township
 Pennsylvania

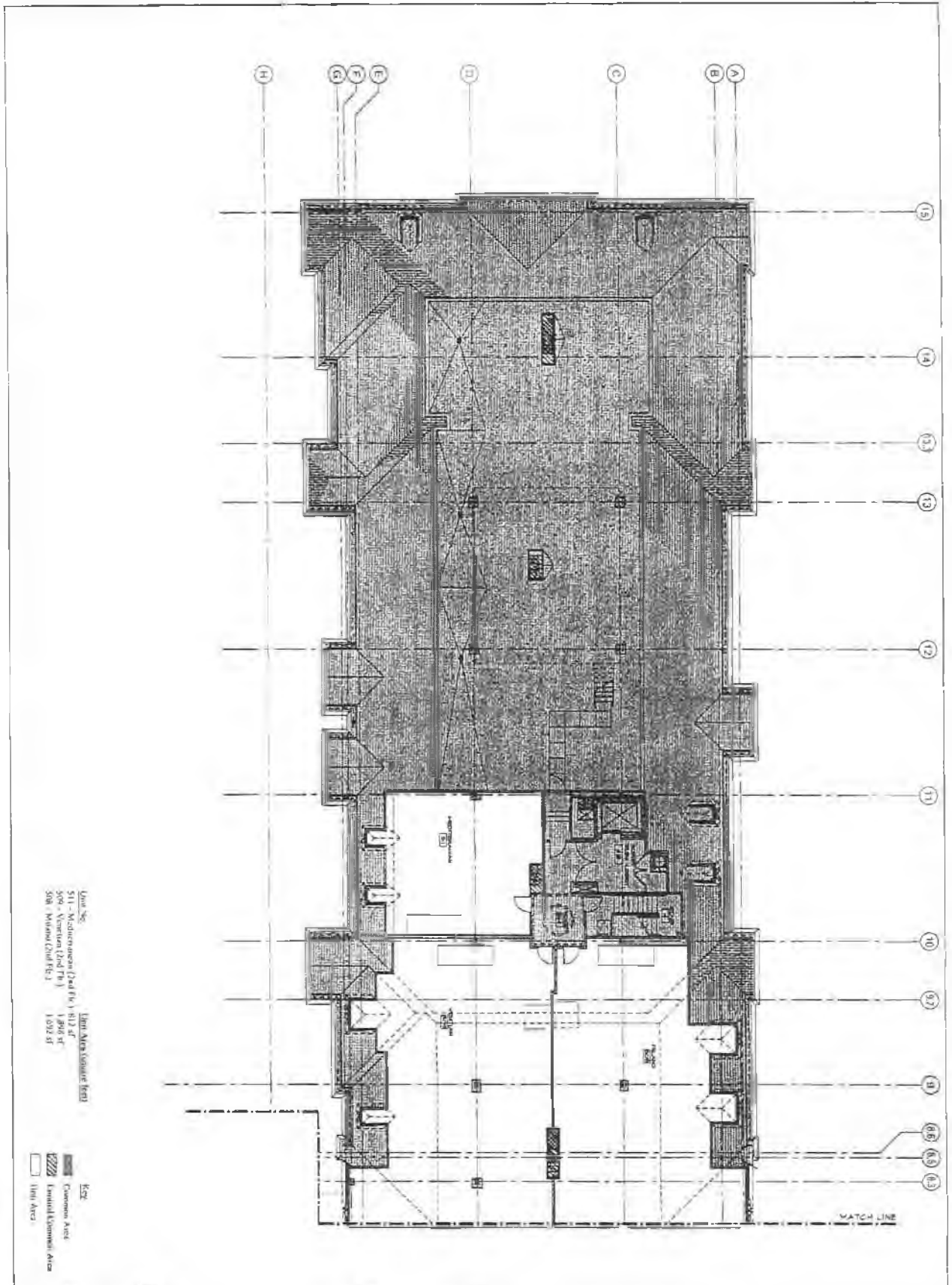


DATE: 4/20/04
 DRAWN BY: T. J. B. / J. B.
 PROJECT: Marbella at Chapel Harbor
 UNIT: PL-1.5a

03-17
 Top Floor Plan - South
 Unit Foundation
 & Berberberia



Marbella at Chapel Harbor
 Condominium Residences
 Zambrano Corporation
 O'Hara Township
 Pennsylvania

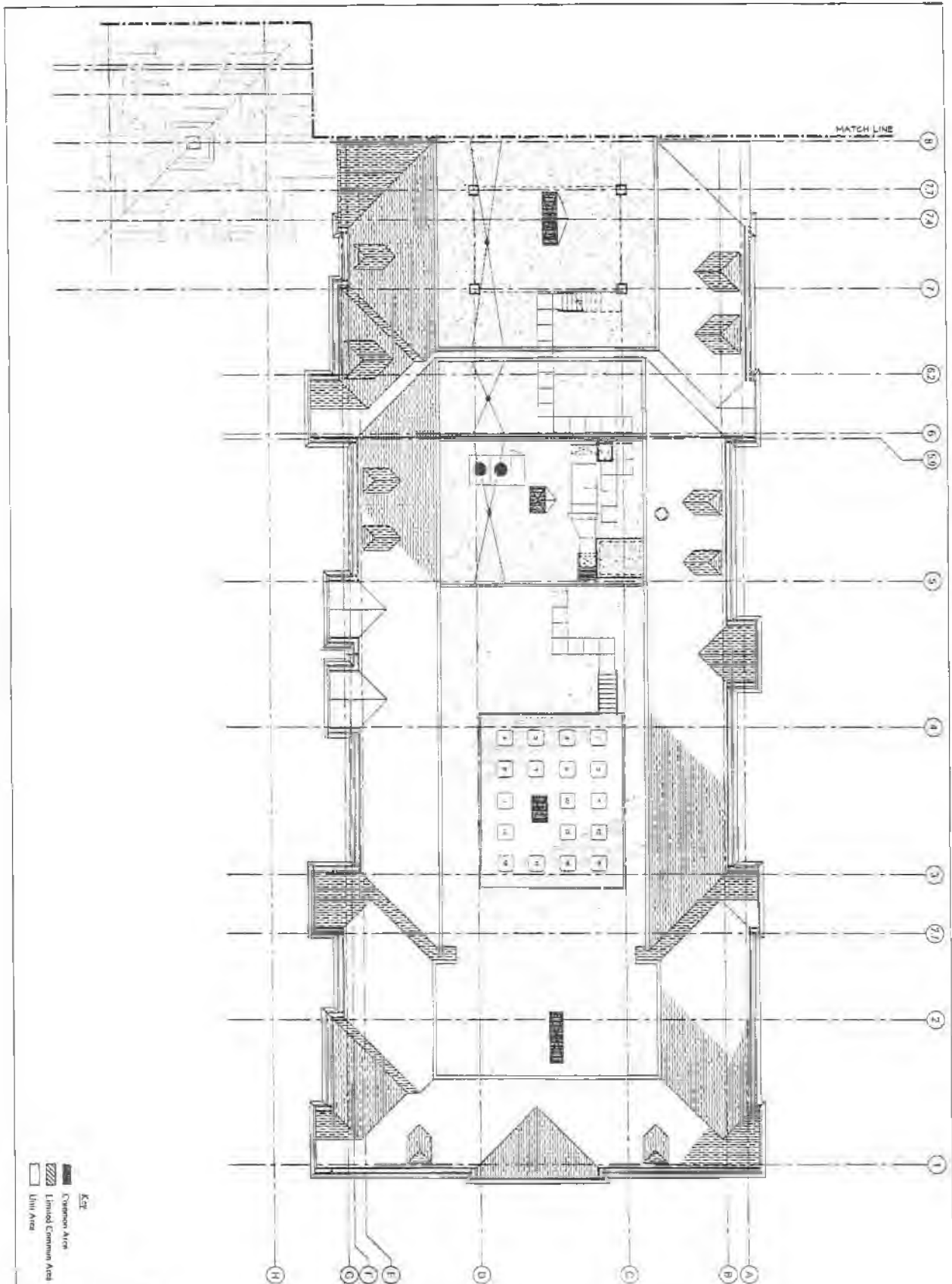



PL-1.5b

03-17
Lynn Reed Fine, Shorn
Interior Architecture
& Interiors

Indovina
Associates
Architects

**Marbella at Chapel Harbor
Condominium Residences**
Zambrano Corporation
O'Hara Township
Pennsylvania



- Key
-  Common Area
 -  Limited Common Area
 -  Unit Area

PL-1.6a

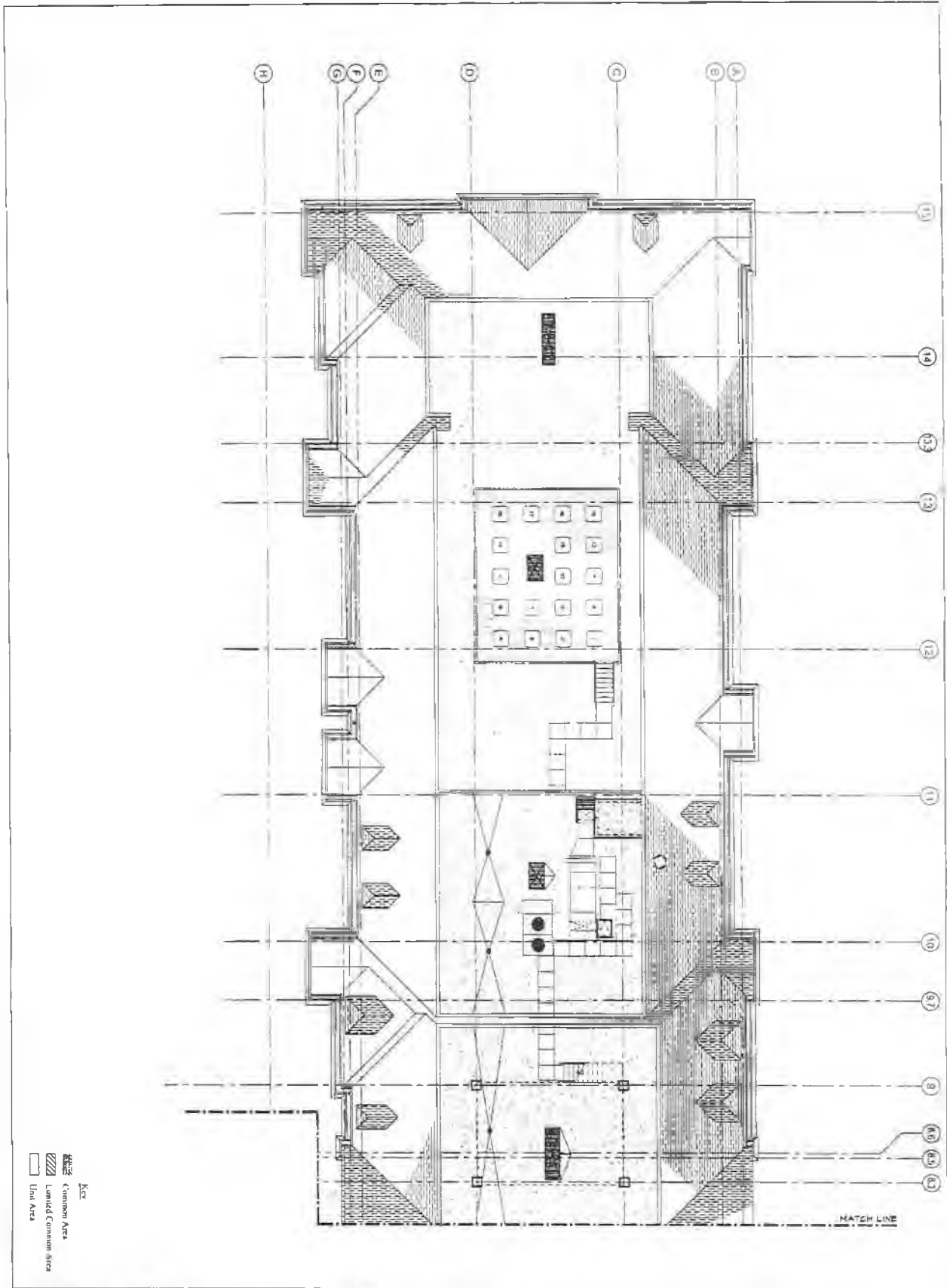
DATE: 1/20/04
 DRAWN BY: J. S. ...
 CHECKED BY: ...
 APPROVED BY: ...

03-17
 Roof, Sash
 Unit Identification
 A. Handlines



Marbella at Chapel Harbor Condominium Residences

Zambrano Corporation
 O'Hara Township
 Pennsylvania



PL-1.6b

03-17
 First Floor - Shop
 Unit Identification
 of Residents

Indovina
 Associates
 Architects

Marbella at Chapel Harbor
 Condominium Residences

Zabrano Corporation
 O'Hara Township
 Pennsylvania

EXHIBIT "C"**PERCENTAGE INTERESTS**

UNIT NUMBER	UNIT AREA IN SQUARE FEET	<u>PERCENTAGE INTEREST</u>
201	3,697	3.30%
202	1,960	1.75%
203	2,437	2.17%
204	1,697	1.51%
205	1,380	1.23%
206	1,741	1.55%
207	2,396	2.14%
208	1,706	1.52%
209	2,449	2.18%
210	1,961	1.75%
211	2,778	2.48%
301	2,409	2.15%
302	1,961	1.75%
303	1,440	1.28%
304	1,646	1.51%
305	1,408	1.26%
306	1,993	1.78%
307	2,280	2.03%
308	1,983	1.77%
309	2,245	2.00%
310	1,706	1.52%
311	1,440	1.28%
312	1,961	1.75%
313	1,440	1.28%
315	2,405	2.15%
401	2,405	2.15%
402	1,961	1.75%
403	1,440	1.28%
404	1,697	1.51%
405	1,407	1.26%
406	1,993	1.78%
407	2,280	2.03%
408	1,983	1.77%
409	2,245	2.00%
410	1,706	1.52%
411	1,440	1.28%
412	1,961	1.75%
413	1,440	1.28%
415	2,405	2.15%
501	2,405	2.15%
502	1,961	1.75%
503	1,440	1.28%
504	1,697	1.51%

505/605	2,192	1.96%
506/606	3,699	3.30%
507/607	4,202	3.75%
508/608	3,674	3.28%
509/609	4,138	3.69%
510	1,706	1.52%
511/611	2,253	2.01%
512	1,960	1.75%
513	1,440	1.28%
515	2,405	2.15%
TOTAL	112,105	99.98% (total does not add up to 100% due to rounding)

{10356.18/412514:}

**DECLARATION OF CONDOMINIUM
MARBELLA AT CHAPEL HARBOR
CONDOMINIUM**

**Zambrano Condominium Associates, L.P.
Declarant**

Fees: \$ _____.

Prepared by, and when recorded, return to:
Lyndall J. Huggler, Esquire
Blumling & Gusky, LLP
1200 Koppers Building
Pittsburgh, PA 15219

Allegheny County
Valerie McDonald Roberts
Department of Real Estate
Pittsburgh, PA 15219



60 2012 00011634

Instrument Number: 2012-11634

BK-DE VL-14890 PG-108

Recorded On: May 16, 2012

As-Deed Agreement

Parties: CHAPEL POINTE AT CHAPEL HARBOR CONDO ASN

To CHAPEL POINTE AT CHAPEL HARBOR CONDO ASN

of Pages: 21

Comment:

***** THIS IS NOT A BILL *****

Deed Agreement	110.50
Pages > 4	16
Names > 4	0
Total:	110.50

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	0 00

Certified On/By-> 05-16-2012 / R B
CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2012-11634
 Receipt Number: 2086224
 Recorded Date/Time: May 16, 2012 12:46.02P
 Book-Vol/Pg: BK-DE VL-14890 PG-108
 User / Station: S Kubiak - Cash Super 07

KEEVICAN WEISS BAUERLE & HIRSCH LLC
 11TH FL FEDERATED INVESTORS TOWER
 1001 LIBERTY AVE
 PITTSBURGH PA 15222



Valerie McDonald Roberts, Manager
Rich Fitzgerald, County Executive

68712 DRE Certified
16-May-2012 12:41P\Int By: R B

SECOND AMENDMENT OF
DECLARATION OF CONDOMINIUM
CHAPEL POINTE AT CHAPEL HARBOR CONDOMINIUM

RETURN TO:
Christine M. Dolfi, Esq.
Keevican Weiss Bauerle & Hirsch LLC
11th Floor
Federated Investors Tower
1001 Liberty Avenue
Pittsburgh, PA 15222

**SECOND AMENDMENT OF DECLARATION OF CONDOMINIUM
OF CHAPEL POINTE AT CHAPEL HARBOR CONDOMINIUM
FORMERLY KNOWN AS MARBELLA AT CHAPEL HARBOR CONDOMINIUM**

THIS SECOND AMENDMENT OF DECLARATION OF CONDOMINIUM (the "Amendment") is made this 10th day of May, 2012, by Chapel Pointe at Chapel Harbor Condominium Association, a Pennsylvania non-profit corporation, formerly known as Marbella at Chapel Harbor Condominium Association (the "Association"), governing Chapel Pointe at Chapel Harbor Condominium, formerly known as Marbella at Chapel Harbor Condominium, situate in the Township of O'Hara, County of Allegheny, and Commonwealth of Pennsylvania (the "Condominium"),

WHEREAS, the former declarant of the Condominium executed and caused to be filed the Declaration of Condominium of Marbella at Chapel Harbor Condominium, dated December 1, 2006 and recorded on December 12, 2006 in the Recorder of Deeds Office of Allegheny County, Pennsylvania, at Deed Book Volume 13085, Page 1, as amended by the Amendment of Declaration of Condominium of Marbella at Chapel Harbor Condominium, dated September 12, 2008 and recorded on September 16, 2008 in the Recorder of Deeds Office of Allegheny County, Pennsylvania, at Deed Book Volume 13734, Page 90 (as so amended, the "Declaration");

WHEREAS, pursuant to Article VI of the Declaration, the Declaration may be amended in accordance with the procedures specified in the Pennsylvania Uniform Condominium Act, 68 Pa. Consol. Stat. Ann. §§ 3101 et seq. (the "Act");

WHEREAS, pursuant to Section 3219 of the Act and Article VI of the Declaration, the Declaration may be amended by the affirmative vote of sixty-seven percent (67%) of the Unit Owners of the Condominium;

WHEREAS, the Unit Owners have, by an affirmative vote equal to or greater than sixty-seven percent (67%) of the Unit Owners, elected to amend the Declaration in a manner more fully described below; and

WHEREAS, the Unit Owners have authorized the President, Vice President/Treasurer, and/or Secretary of the Association to file this Amendment to the Declaration on their behalf.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Exhibit "B" (Plats and Plans) of the Declaration is hereby deleted and replaced with the document attached hereto as "Exhibit B" (Plats and Plans).
2. Exhibit "C" (Percentage Interests Allocated to Units) of the Declaration is hereby deleted and replaced with the document attached hereto as "Exhibit C" (Percentage Interests Allocated to Units).

3. Article I, Section 1.1 Declarant; Property; County; Name is hereby amended to remove any reference to "Marbella at Chapel Harbor Condominium" and replace such reference with "Chapel Pointe at Chapel Harbor Condominium."

4. Article I, Section 1.2 Defined Terms, Part "d." is hereby deleted and replaced with the following:

d. "Association" means the Unit Owners' Association of the Condominium and shall be known as the "Chapel Pointe at Chapel Harbor Condominium Association."

5. Article I, Section 1.2 Defined Terms, Part "u." is hereby deleted in its entirety and replaced with the following:

u. "Parking Garage" means the covered parking level located on the lowest floor of the Building containing 105 spaces as shown by the Plats and Plans, as further defined in Section 17.4.

6. Article I, Section 1.2 Defined Terms, Part "z." is hereby deleted in its entirety and replaced with the following:

z. "Plats and Plans" means the Plats and Plans attached hereto as Exhibit "B" and made a part hereof, as the same may be amended from time to time. They are entitled Chapel Pointe at Chapel Harbor, prepared by the Architect, dated February 24, 2012.

7. Article I, Section 1.2 Defined Terms, Part "ff." is hereby deleted in its entirety and replaced with the following:

ff. "Terraces" means those Terraces appurtenant to six Units.

8. Article III, Section 3.4 Common Elements and Limited Common Elements is hereby deleted in its entirety and replaced with the following:

Section 3.4 Common Elements and Limited Common Elements.
Except as set forth in Section 3.3 or this Section 3.4, the operation, maintenance, repair, improvement and replacement of Common Elements shall be the responsibility of the Association. However, each Unit Owner shall be responsible for and shall pay the cost of the ordinary maintenance, repair and replacement of all or any portion of a Limited Common Element appurtenant to his Unit, including but not limited to those portions of furnaces and condensing unit systems and all pipes, lines and other connections thereto not located within a Unit, and also railings and arbors. The Association will provide an on-site concierge from 10 a.m. to 2 p.m. six days per week. The Association will provide weekly cleaning of the Common Elements within the Building.

9. Article XVI, Section 16.2 Required Provisions, Part (h) is hereby deleted in its entirety and replaced with the following:

(h) The name of the insured under each policy required pursuant to this Article XVI shall be stated in form and substance similar to the following:

“Chapel Pointe at Chapel Harbor Condominium Association for the use and benefit of the individual owners or their Permitted Mortgage Holders as their interest may appear in the Condominium Units contained in Chapel Pointe at Chapel Harbor Condominium.”

10. Article XVII, Section 17.4 Parking, Part (a), the first paragraph thereof is hereby deleted in its entirety and replaced with the following:

(a) An enclosed parking garage (the “Parking Garage”) is contained on the lowest floor of the Building. It contains not less than 105 automobile parking spaces. Twenty-six exterior spaces will be located on the Property. Subject to the matters set forth below in this Section 17.4, the manner and hours of operation and permitted uses of all such parking spaces (“Parking Areas”) shall be subject to the discretion of the Executive Board. The Executive Board shall have the right to provide that parking in the Parking Garage shall be by valet.

The remaining provisions of Article XVII, Section 17.4 Parking are unchanged, and remain in full force and effect.

11. All capitalized terms not defined herein shall have the same meaning as is given to such terms in the Declaration.

12. In all other respects the Declaration is hereby affirmed and ratified, and acknowledged to be in full force and effect.

WITNESS the due execution hereof this 10th day of May, 2012.

ATTEST:



Les Cutter, Secretary

Chapel Pointe at Chapel Harbor
Condominium Association

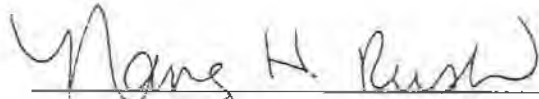
By: 

Greg Wisyanski, Vice President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF CENTRE)

On this, the 10th day of May, 2012, before me, the undersigned Notary Public, personally appeared the above named Greg Wisyanski, known to me to be the Vice President of Chapel Pointe at Chapel Harbor Condominium Association (the "Association"), a Pennsylvania non-profit corporation, who acknowledged that he did sign said instrument for and on behalf of said Association, being thereunto duly authorized by said Association; that the same is his free act and deed and the free act and deed of said Association.

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



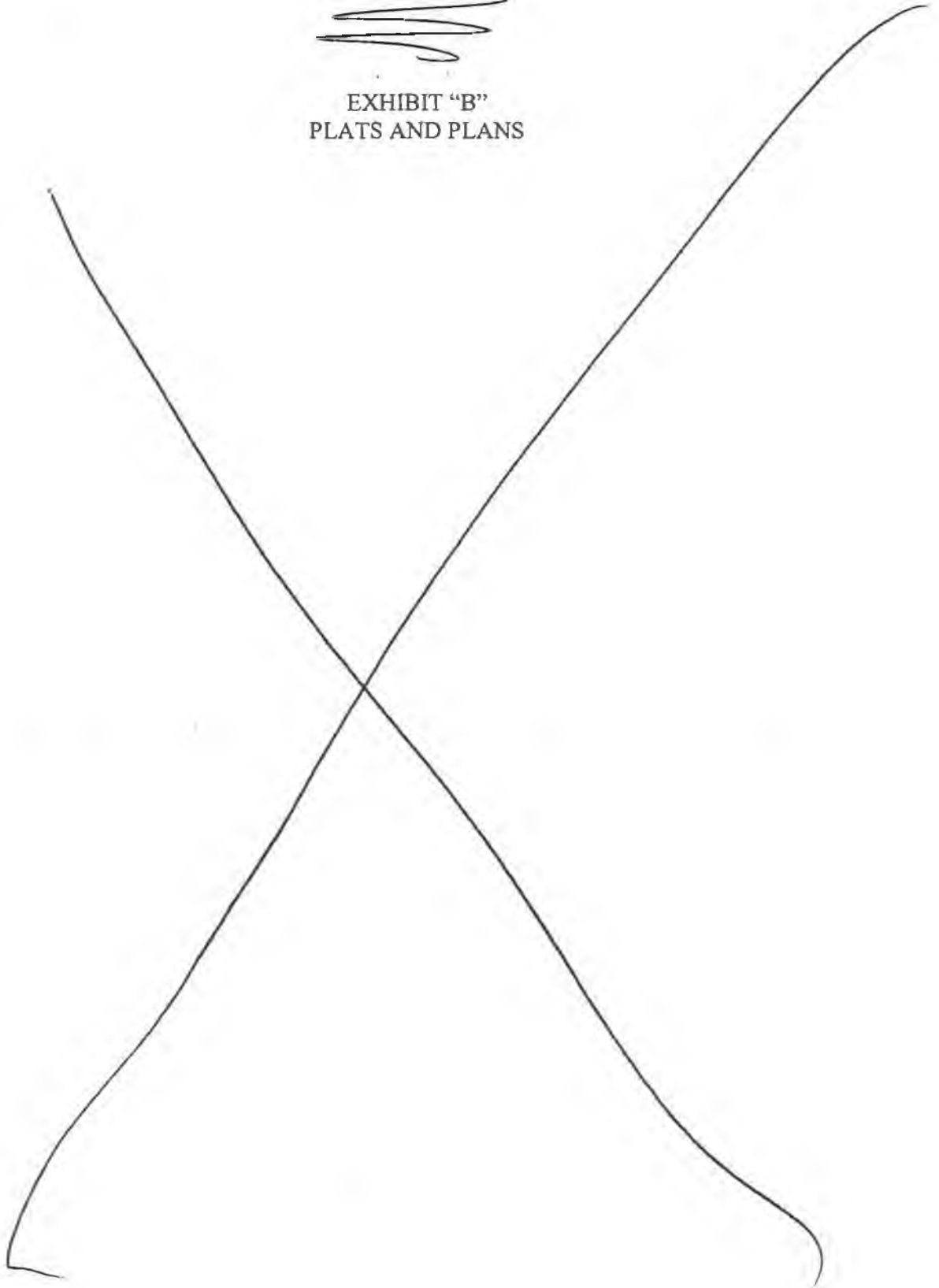
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nancy H. Rush, Notary Public
Patton Twp., Centre County
My Commission Expires Aug. 6, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



EXHIBIT "B"
PLATS AND PLANS



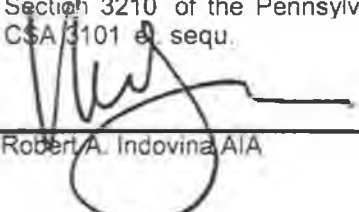
ARCHITECT CERTIFICATION

I, the undersigned, a Registered Professional Architect,
PA License No. 7145, hereby certify that this condominium declaration set
of plans for Chapel Pointe at Chapel Harbor condominiums
fully and accurately




1. shows the property, the location of the building of the property, thereon, the building and the layout of the floors of the building, including the units and common elements and
2. sets forth the name by which the property will be known, and the unit designation for each unit therein.

This condominium declaration plan contains all information required by Section 3210 of the Pennsylvania Condominium Act 82 of 1980, 68 Pa CSA 3101 et sequ.


Robert A. Indovina AIA

Commonwealth of Pennsylvania, County of Allegheny, on this day of February 24, 2012 before me, a Notary Public for the Commonwealth of Pennsylvania personally appeared Robert A. Indovina,

known to me to be the person whose name is subscribed to the above certification and being duly sworn, made solemn oath to the truth of the statement to which his name is subscribed

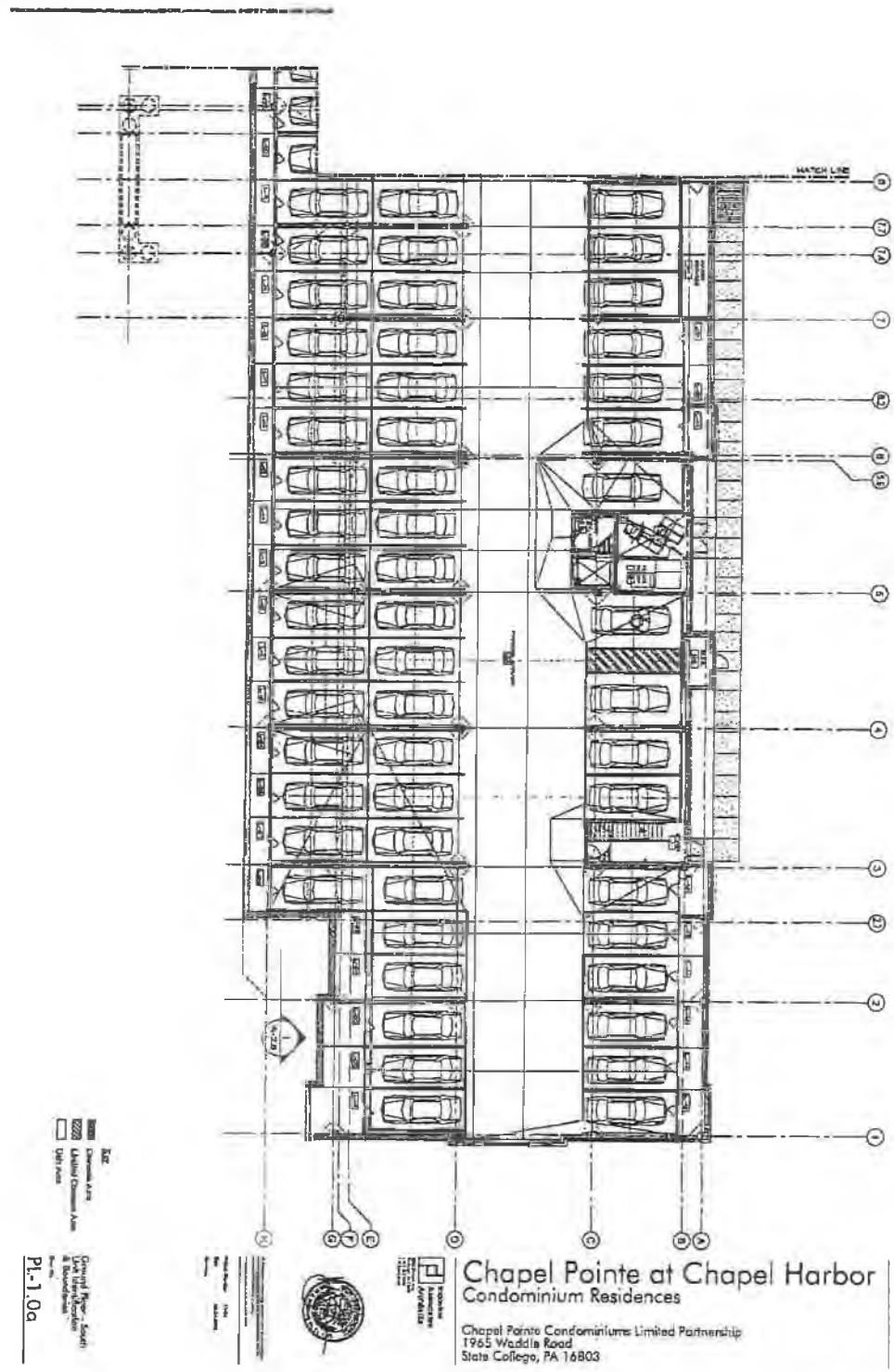

Notary Public

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Patricia Ann Junker, Notary Public
 City of Pittsburgh, Allegheny County
 My Commission Expires Jan. 19, 2014
 Member, Pennsylvania Association of Notaries

Recorded in the County of Allegheny Recorder of Deeds Office in Plan
Book Volume _____ Pages
This _____ day of _____ 2012

Given under my hand and seal

Recorder

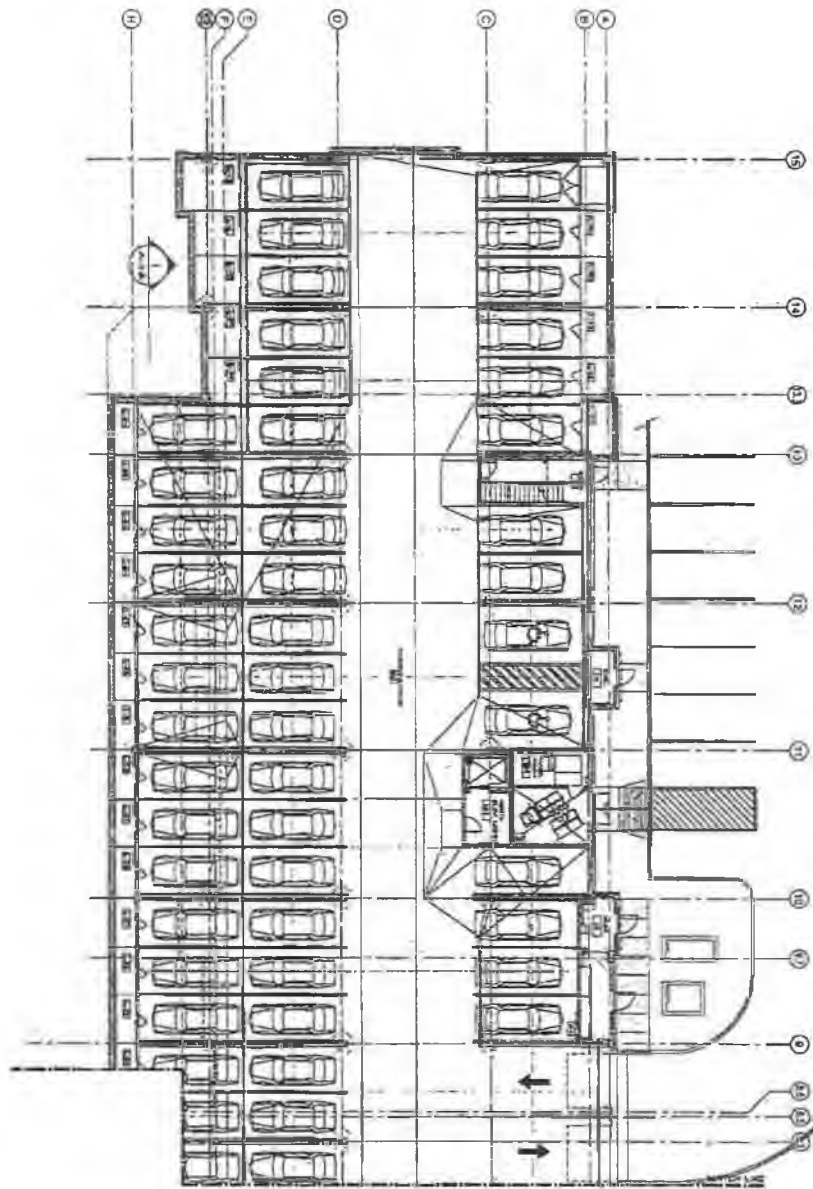


10/14/14
 Chapel Pointe at Chapel Harbor
 Condominium Residences
 1965 Waddle Road
 State College, PA 16803
 PL-1.0a

10/14/14
 1965 Waddle Road
 State College, PA 16803



Chapel Pointe at Chapel Harbor
 Condominium Residences
 Chapel Pointe Condominiums Limited Partnership
 1965 Waddle Road
 State College, PA 16803

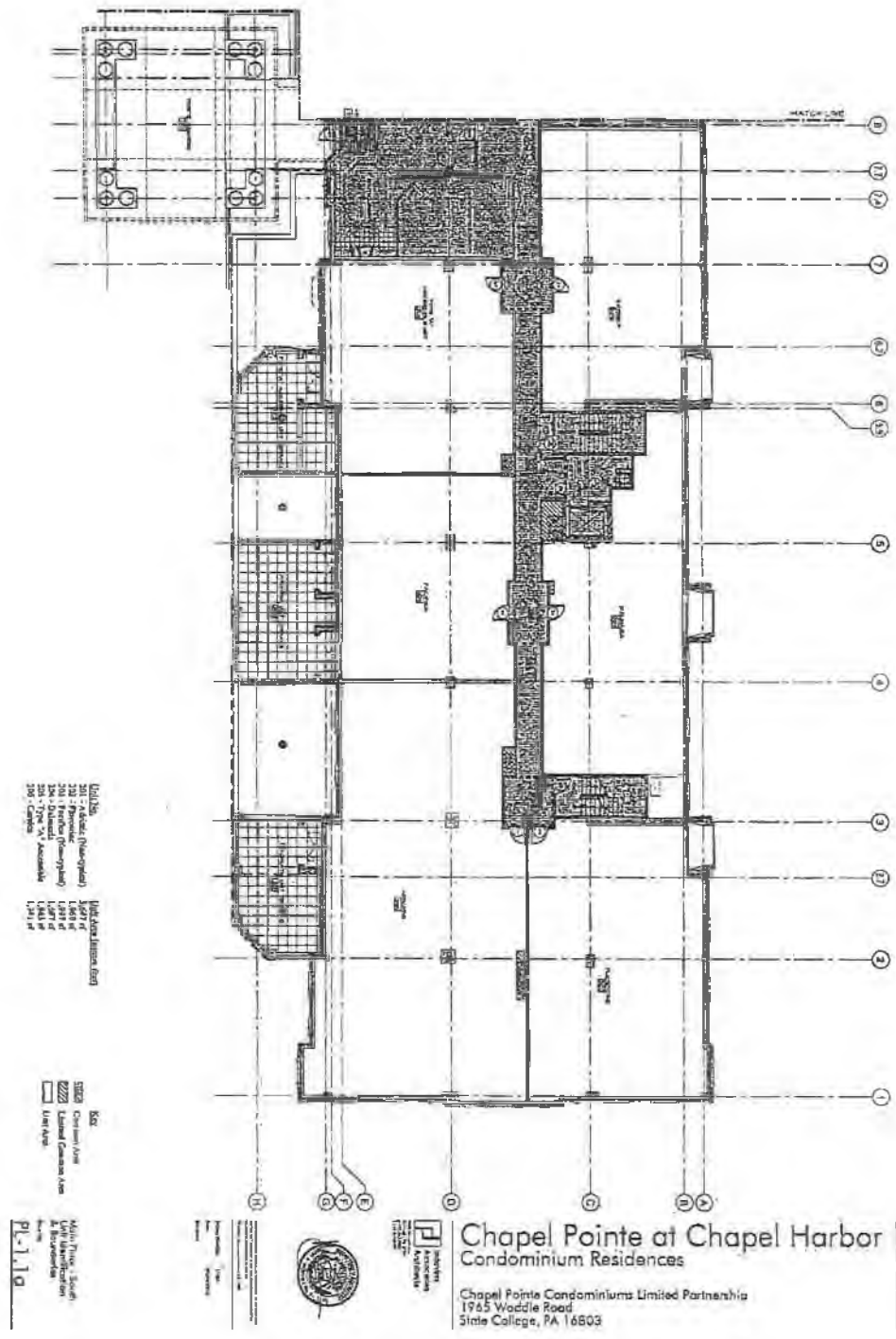


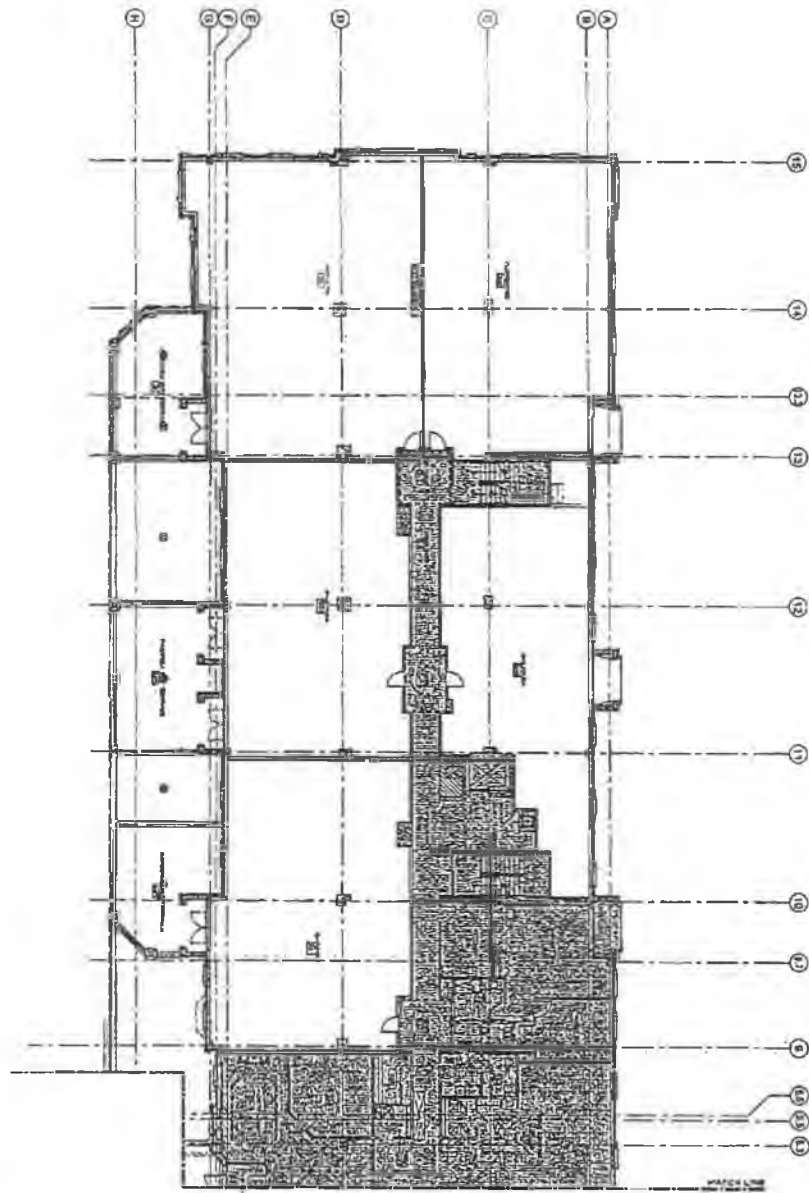
1000 Common Area
 1000 Common Area
 1000 Common Area
 1000 Common Area

General Notes:
 1. See Section PL-1.0b
 2. See Section PL-1.0b



Chapel Pointe at Chapel Harbor
 Condominium Residences
 Chapel Pointe Condominiums Limited Partnership
 1965 Waddle Road
 State College, PA 16801





Units:

211 - Address	2,177 sf
212 - Apartment	1,941 sf
208 - Office	1,700 sf
207 - Office	1,291 sf

Size:

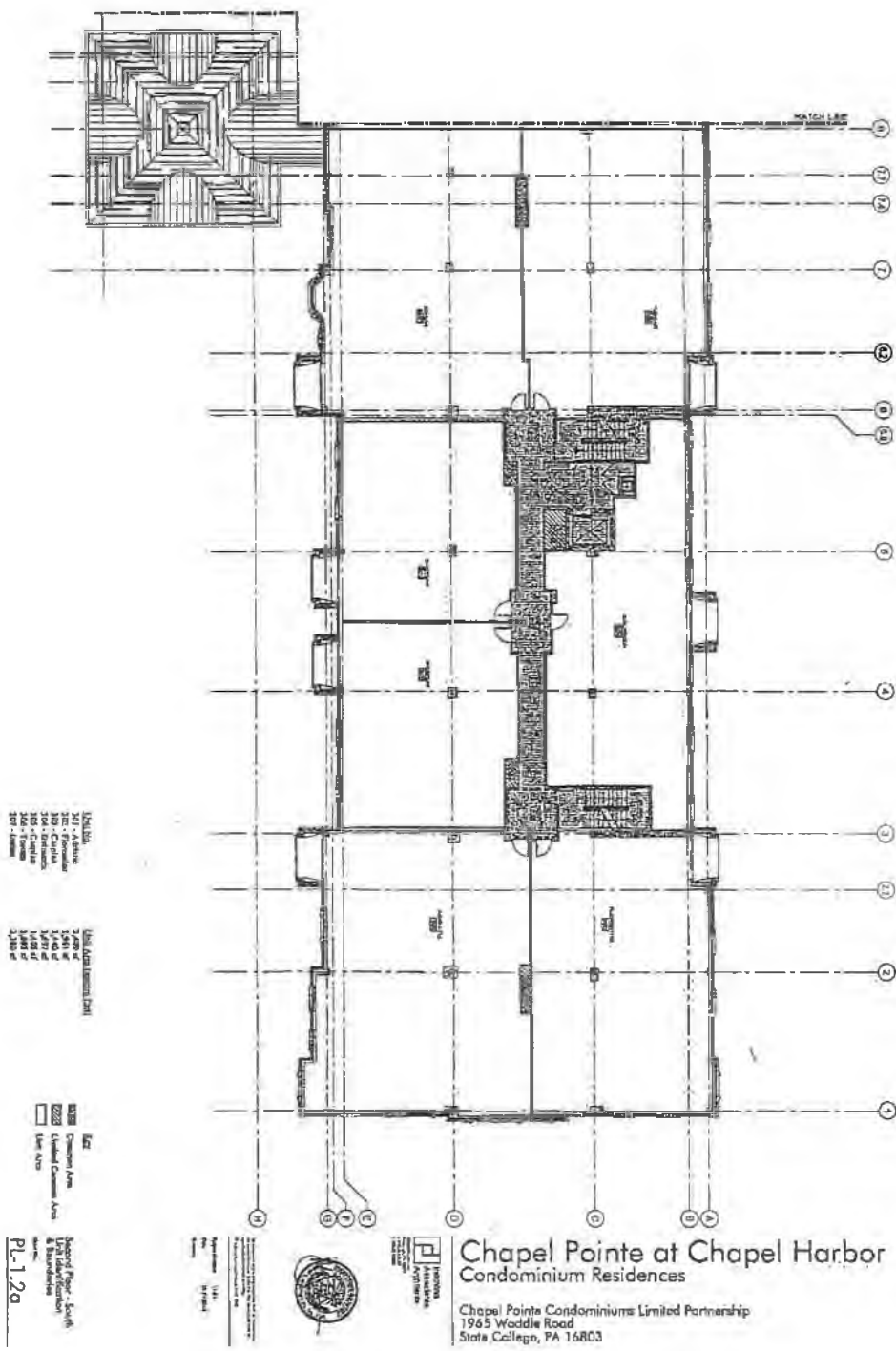
208	Common Area
207	Common Area
208	Common Area

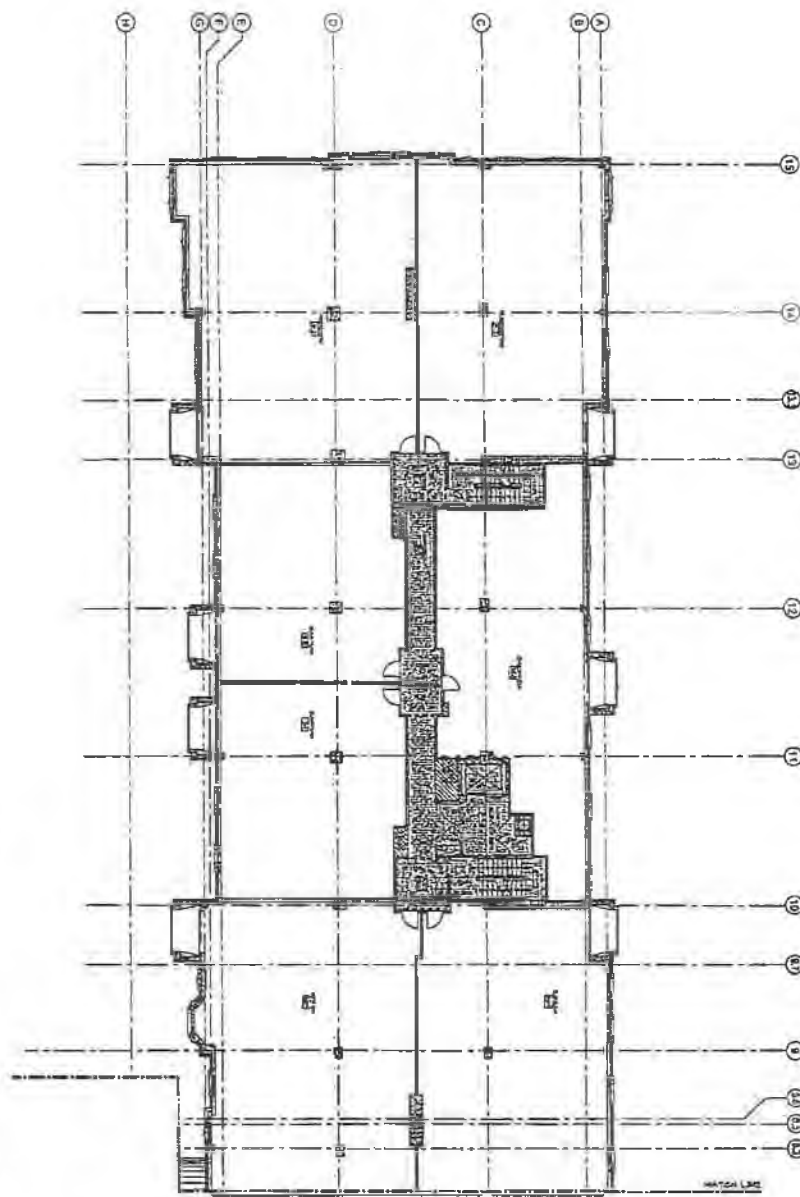
Architect: [Logo]
 PL-1.b



Chapel Pointe at Chapel Harbor Condominium Residences

Chapel Pointe Condominiums Limited Partnership
 1965 Waddell Road
 State College, PA 16803





(b) 1/2b
 102 - Kitchen
 103 - Living
 110 - Bedroom
 111 - Bedroom
 112 - Bedroom
 113 - Bedroom
 114 - Bathroom
 115 - Bathroom
 116 - Terrace

1/2b Area (sq. ft.)
 102 - 1,408
 103 - 1,408
 110 - 1,408
 111 - 1,408
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 115 - 1,408
 116 - 1,408

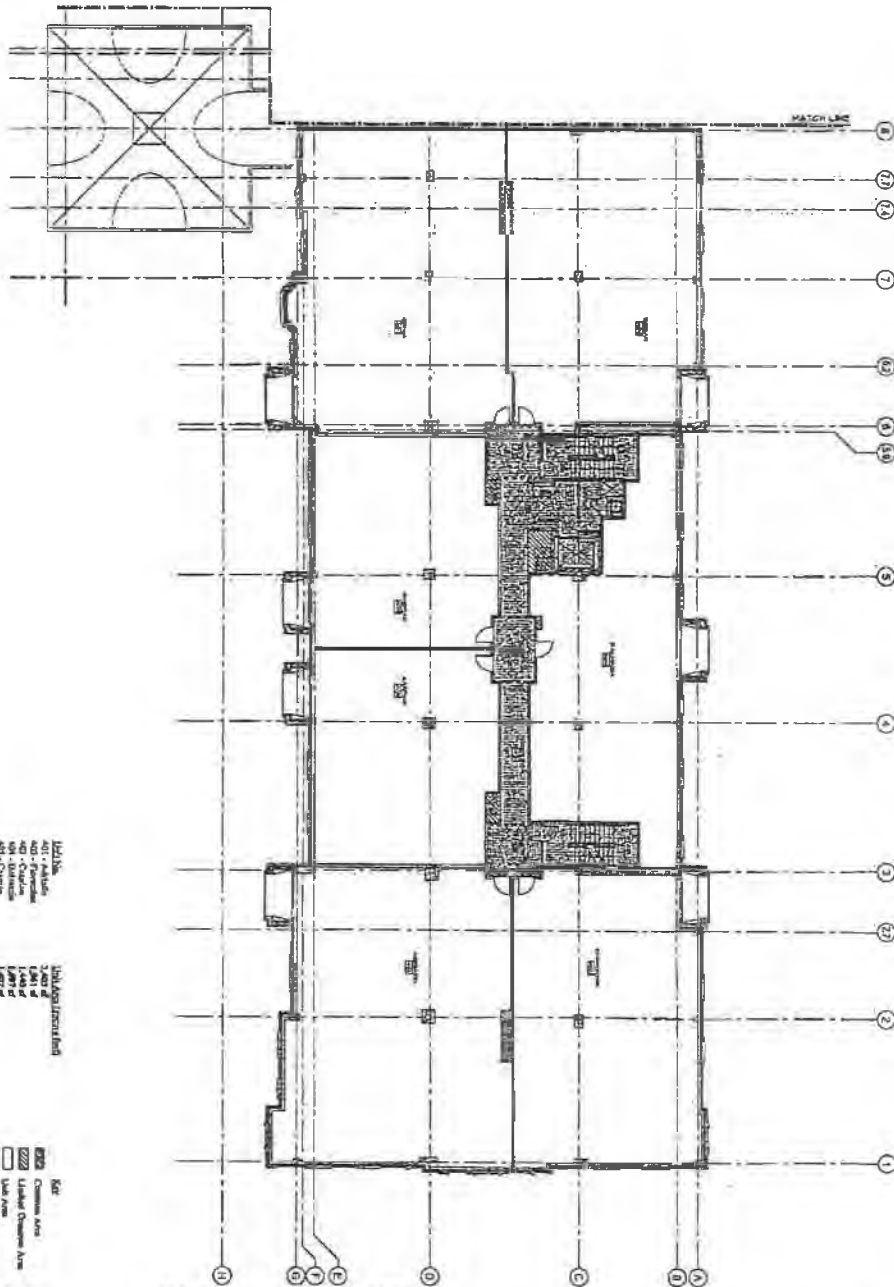
Key
 102 Common Area
 110 Limited Common Area
 111-116 Unit Area

PL-1.2b
 Prepared By: J. Neri
 Checked By: J. Neri
 Date: 1/26/2016



Chapel Pointe at Chapel Harbor Condominium Residences

Chapel Pointe Condominiums Limited Partnership
 1965 Waddle Road
 State College, PA 16803

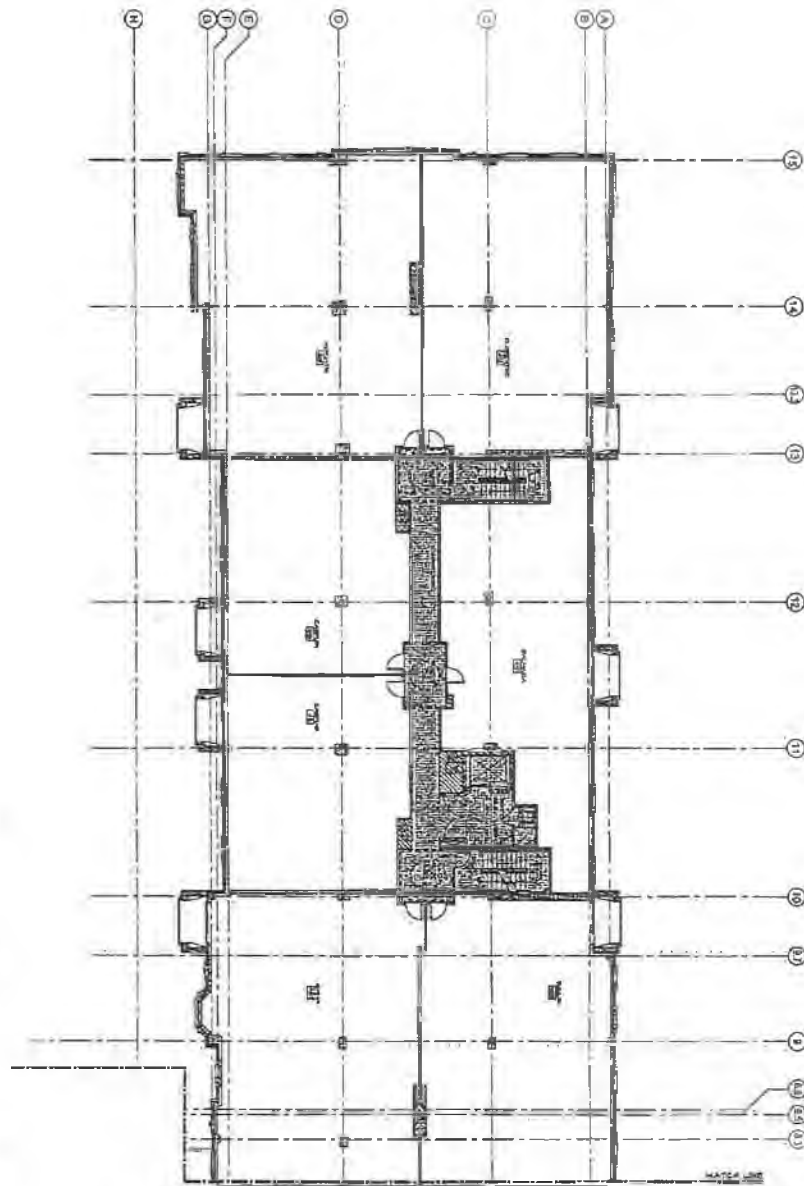


12/1/16
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 200 - Common Area

Chapel Pointe at Chapel Harbor
 Condominium Residences
 Chapel Pointe Condominiums Limited Partnership
 1965 Waddell Road
 State College, PA 16803



Unit No.	Approx. Area (sq. ft.)
403 - A/B/C	1,400 SF
412 - A/B/C	1,400 SF
411 - A/B/C	1,400 SF
407 - A/B/C	1,400 SF
401 - A/B/C	1,400 SF

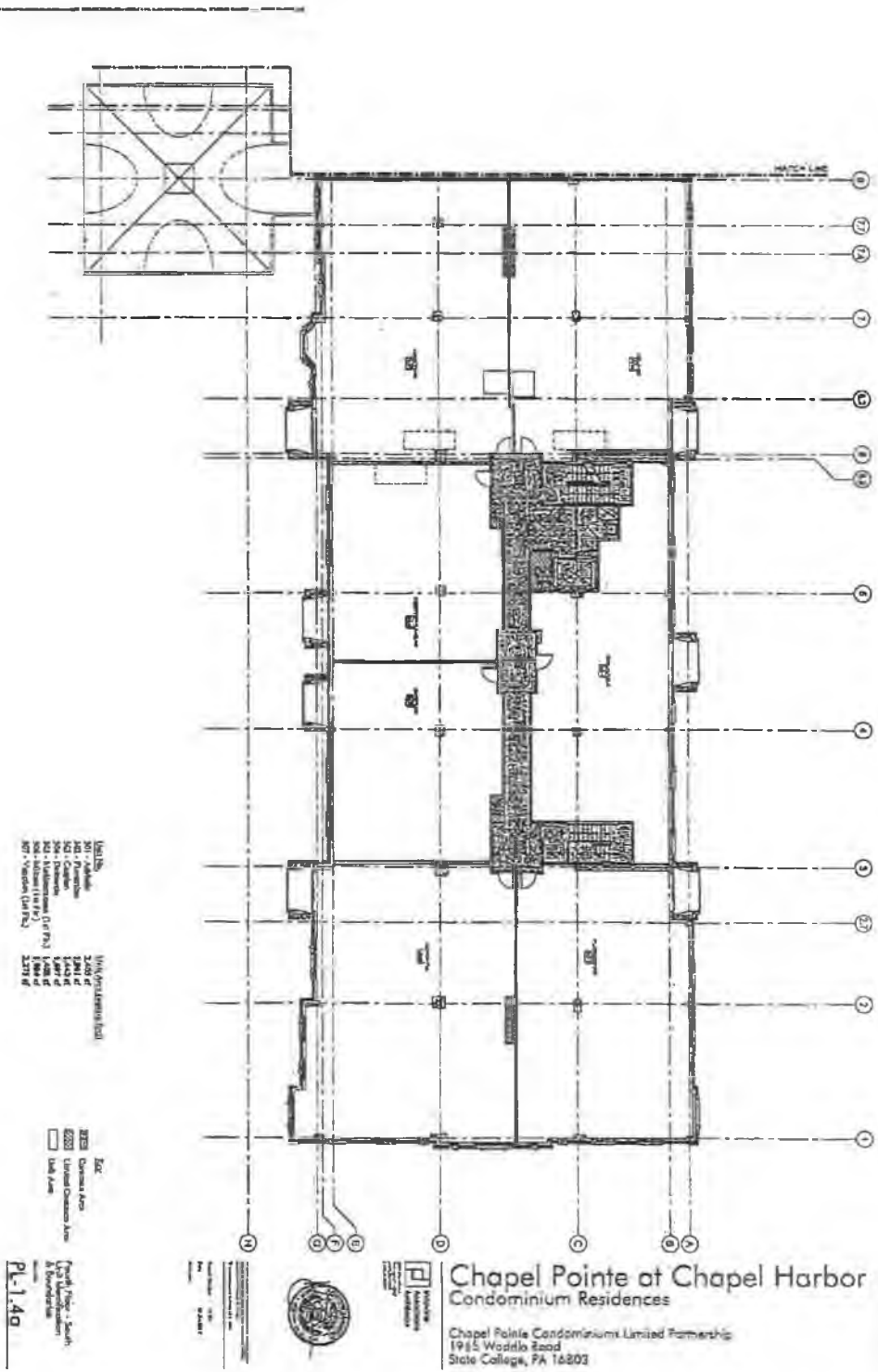
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[Hatched Area]	Lighted Concrete Area
[Dotted Area]	Unit Area

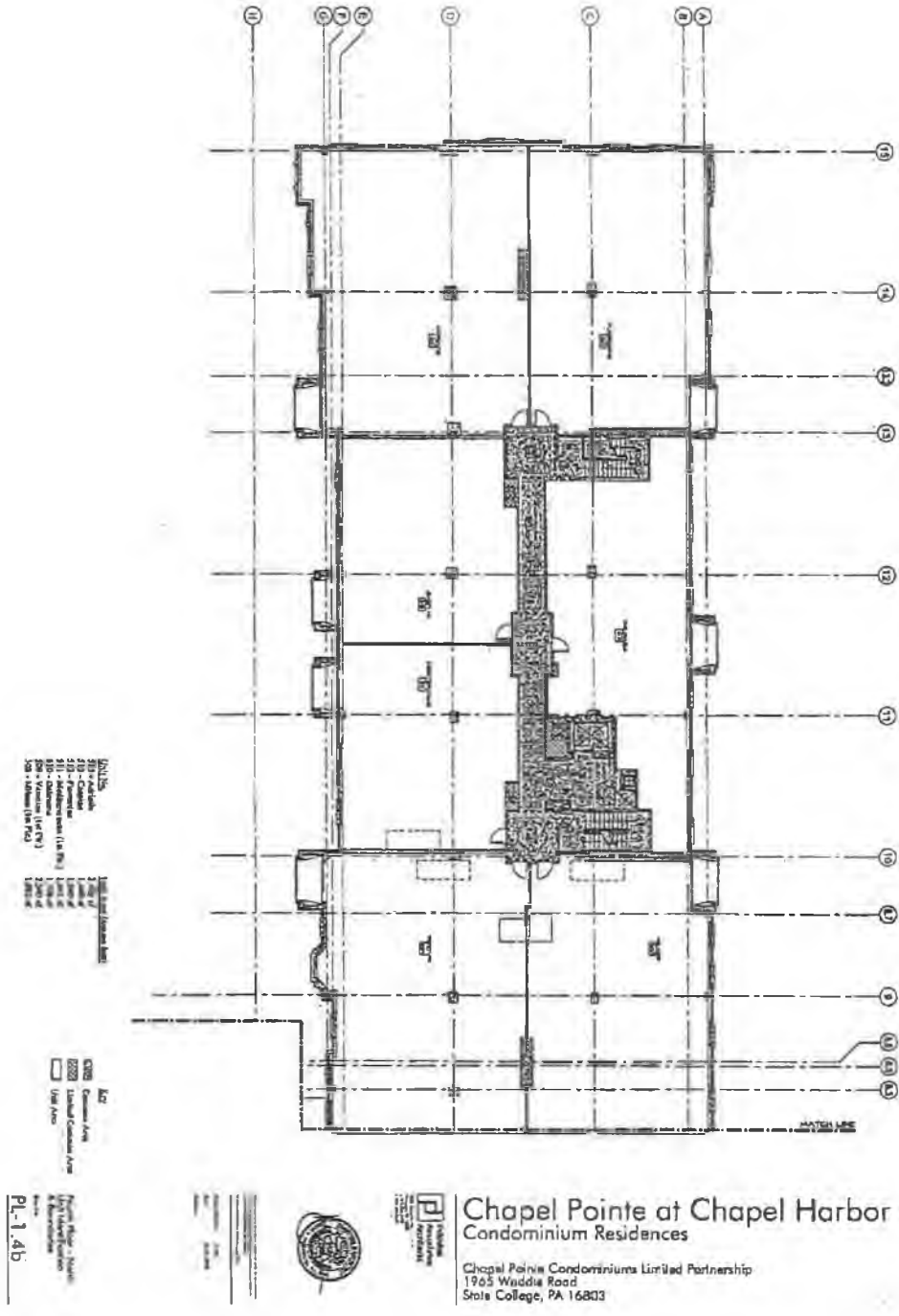
PL-1.3b
 Prepared by: [Name]
 Date: [Date]



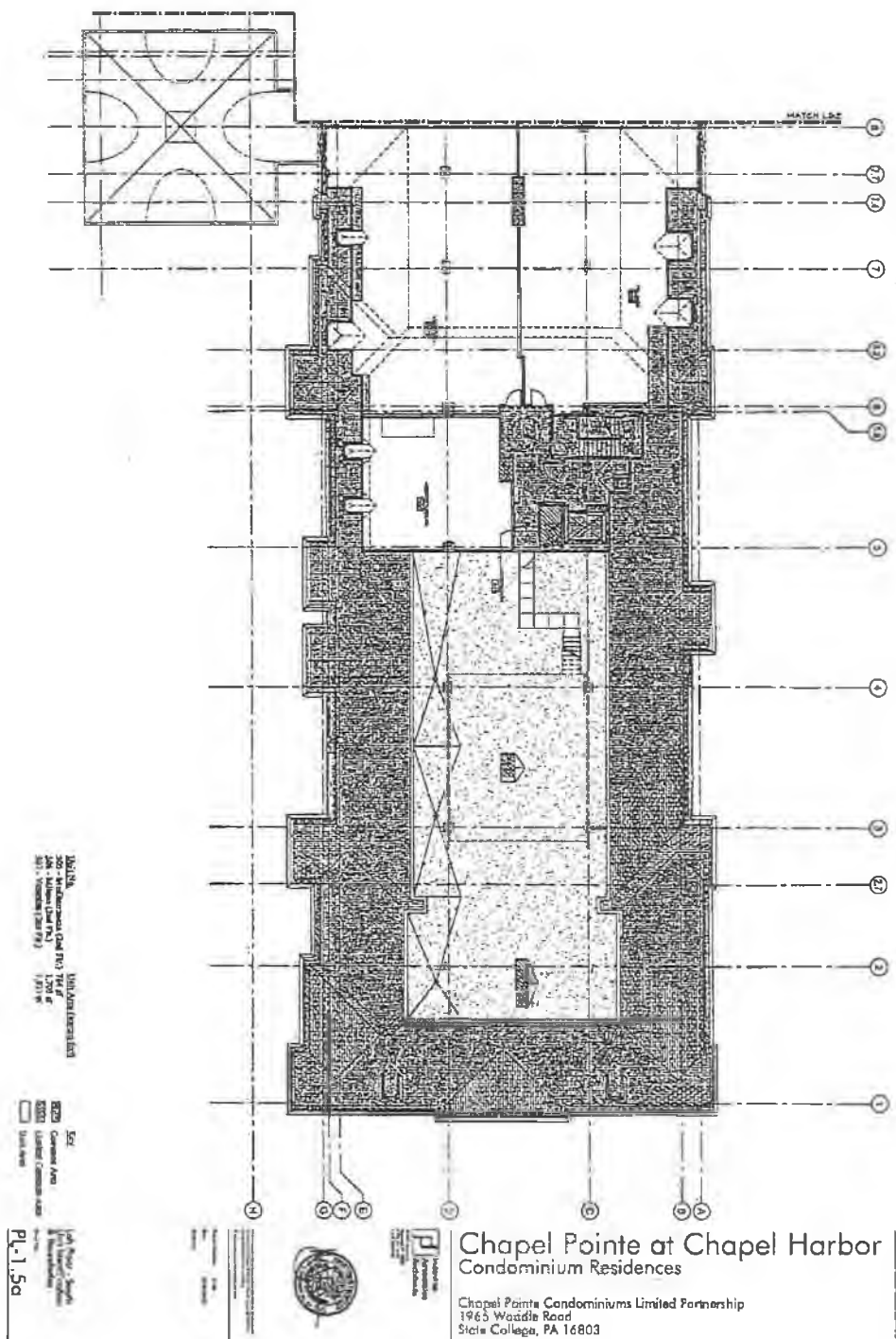
Chapel Pointe at Chapel Harbor Condominium Residences

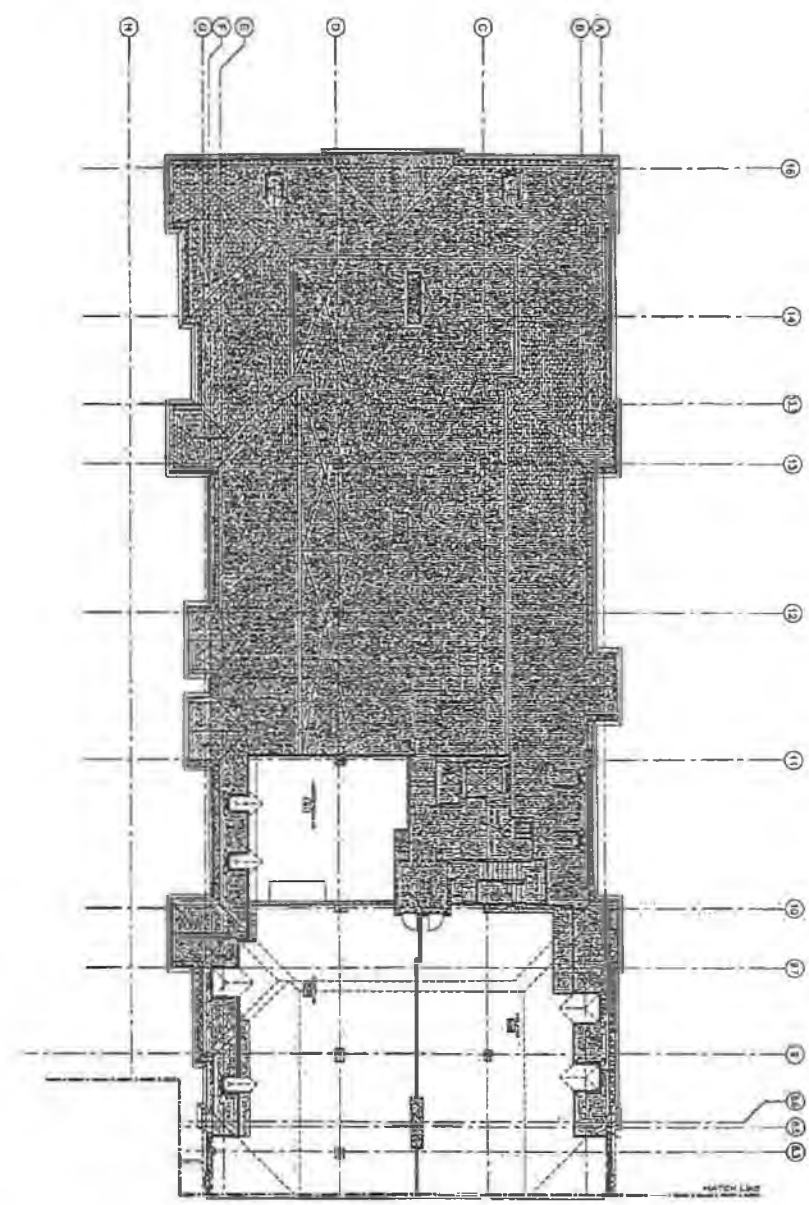
Chapel Pointe Condominiums Limited Partnership
 1965 Waddle Road
 State College, PA 16803





\\p0206528\p0206528.dwg





Labels
300 - Condominium (2nd Fl)
300 - Vertical Core (2nd Fl)
300 - Vertical Core (1st Fl)
1,000 sq ft
1,000 sq ft

Key
300 - Condominium
300 - Vertical Core (2nd Fl)
300 - Vertical Core (1st Fl)
1,000 sq ft
1,000 sq ft

Pl. 1.5b
1985 Waddle Road
State College, PA 16803



Chapel Pointe at Chapel Harbor Condominium Residences

Chapel Pointe Condominiums Limited Partnership
1985 Waddle Road
State College, PA 16803

EXHIBIT "C"
PERCENTAGE INTERESTS

Unit Number	Unit Area in Square Feet	Percentage Interest
201	3,697	3.30%
202	1,960	1.75%
203	1,997	1.78%
204	1,697	1.51%
205	1,863	1.66%
206	1,741	1.55%
207	2,396	2.14%
208	1,706	1.52%
209	2,449	2.18%
210	1,961	1.75%
211	2,778	2.48%
301	2,409	2.15%
302	1,961	1.75%
303	1,440	1.28%
304	1,697	1.51%
305	1,408	1.26%
306	1,993	1.78%
307	2,280	2.03%
308	1,983	1.77%
309	2,245	2.00%
310	1,706	1.52%
311	1,440	1.28%
312	1,961	1.75%
313	1,440	1.28%
315	2,405	2.14%
401	2,405	2.14%
402	1,961	1.75%
403	1,440	1.28%
404	1,697	1.51%
405	1,407	1.25%
406	1,993	1.78%
407	2,280	2.03%
408	1,983	1.77%
409	2,245	2.00%
410	1,706	1.52%
411	1,440	1.28%
412	1,961	1.75%
413	1,440	1.28%
415	2,405	2.14%
501	2,405	2.14%
502	1,961	1.75%
503	1,440	1.28%
504	1,697	1.51%
505/605	2,192	1.95%
506/606	3,699	3.30%
507/607	4,202	3.75%
508/608	3,674	3.28%
509/609	4,138	3.69%
510	1,706	1.52%
511/611	2,253	2.01%
512	1,960	1.75%
513	1,440	1.28%
515	2,405	2.14%
Total	112,148	100.00%

Allegheny County
Valerie McDonald Roberts
Department of Real Estate
Pittsburgh, PA 15219



60 2013 00001076

Instrument Number: 2013-1076

BK-DE VL-15130 PG-98

Recorded On: January 17, 2013 As-Deed Agreement

Parties: CHAPEL POINTE CHAPEL HARBOR CONDO

To CHAPEL POINTE CHAPEL HARBOR CONDO

of Pages: 5

Comment: THIRD AMENDMENT

***** THIS IS NOT A BILL *****

Deed Agreement 150.00
0
0
Total: 150.00

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No		
NOT A DEED OF TRANSFER		EXEMPT
Value		0.00

Certified On/By-> 01-17-2013 / B K
CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2013-1076
Receipt Number: 2274361
Recorded Date/Time: January 17, 2013 12:49:40P
Book-Vol/Pg: BK-DE VL-15130 PG-98
User / Station: S Kubiak - Cash Super 07

GEORGE P WOLFE ESQUIRE
1965 WADDLE RD
STATE COLLEGE PA 16803



Valerie McDonald Roberts, Manager
Rich Fitzgerald, County Executive

4

95932 DRE Certified
17-Jan-2013 12:47P\Int By: B K

**THIRD AMENDMENT OF
DECLARATION OF CONDOMINIUM
CHAPEL POINTE AT CHAPEL HARBOR CONDOMINIUM**

RETURN TO:

George P. Wolfe, Esquire
1965 Waddle Road
State College, PA 16803

**THIRD AMENDMENT OF DECLARATION OF CONDOMINIUM
OF CHAPEL POINTE AT CHAPEL HARBOR CONDOMINIUM
FORMERLY KNOWN AS MARBELLA AT CHAPEL HARBOR CONDOMINIUMS**

THIS THIRD AMENDMENT OF DECLARATION OF CONDOMINIUM (the "Amendment") is made this 7th day of January, 2013, by Chapel Pointe at Chapel Harbor Condominium Association, a Pennsylvania non-profit corporation, formerly known as Marbella at Chapel Harbor Condominium Association (the "Association"), governing Chapel Pointe at Chapel Harbor Condominium, formerly known as Marbella at Chapel Harbor Condominium, situate in the Township of O'Hara, County of Allegheny, and Commonwealth of Pennsylvania (the "Condominium"),

WHEREAS, the former declarant of the Condominium executed and caused to be filed the Declaration of Condominium of Marbella at Chapel Harbor Condominium, dated December 1, 2006 and recorded on December 12, 2006 in the Recorder of Deeds Office of Allegheny County, Pennsylvania, at Deed Book Volume 13085, Page 1, as amended by the Amendment of Declaration of Condominium of Marbella at Chapel Harbor Condominium, dated September 12, 2008 and recorded on September 16, 2008 in the Recorder of Deeds Office of Allegheny County, Pennsylvania, at Deed Book Volume 13734, Page 90 as further amended by Second Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated May 10, 2012 and recorded May 16, 2012 in Deed Book Volume 14890, at page 108 (as so amended, the "Declaration");

WHEREAS, pursuant to Article VI of the Declaration, the Declaration may be amended in accordance with the procedures specified in the Pennsylvania Uniform Condominium Act, 68 Pa. Consol. Stat. Ann. §§ 3101 et seq. (the "Act");

WHEREAS, pursuant to Section 3219 of the Act and Article VI of the Declaration, the Declaration may be amended by the affirmative vote of sixty-seven percent (67%) of the Unit Owners of the Condominium;

WHEREAS, the Unit Owners have, by affirmative vote equal to or greater than sixty-seven percent (67%) of the Unit Owners, elected to amend the Declaration in a manner more fully described below; and

WHEREAS, the Unit Owners have authorized the President, Vice President/Treasurer, and/or Secretary of the Association to file this Amendment to the Declaration on their behalf.

NOW THEREFORE, the Declaration is hereby to include the following Section:

1. Article XVII, Section 17.6 Manager's Unit. The Association shall acquire fee simple title by Deed from Chapel Pointe Condominiums Limited Partnership to Unit 309 together with a 2.00% undivided interest in the Common Elements appurtenant thereto

for the purchase price of \$470,000.00 together with customary closing costs in said transfer.

The Association shall enter into a Mortgage and supporting loan documents for the total acquisition costs and the terms of the Mortgage repayment shall be paid from Association Dues and receipts and shall be amortized over five (5) years at five percent (5%) interest with monthly Interest only payments of One Thousand Nine Hundred Fifty-Eight and 23/100 Dollars (\$1,958.23), with the Principal Balance due in full at Maturity.

2. All capitalized terms not defined herein shall have the same meaning as is given to such terms in the Declaration.

3. In all other respects the Declaration is hereby affirmed and ratified, and acknowledged to be in full force and effect.

WITNESS the due execution hereof this 7th day of January, 2013.

ATTEST:

Les Cutter
Les Cutter, Secretary

Chapel Pointe at Chapel Harbor
Condominium Association

By: Greg Wisyanski
Greg Wisyanski, Vice President

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CENTRE) SS:

On this, the 7th day of January, 2013, before me, the undersigned Notary Public, personally appeared the above named Greg Wisyanski, known to me to be the Vice President of Chapel Pointe at Chapel Harbor Condominium Association (the "Association"), a Pennsylvania non-profit corporation, who acknowledged that he did sign said instrument for and on behalf of said Association, being thereunto duly authorized by said Association; that the same is his free act and deed and the free act and deed of said Association.

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

Nancy H. Rush

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nancy H. Rush, Notary Public
Patton Twp., Centre County
My Commission Expires Aug. 6, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



60 2014 00014287

Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2014-14287

BK-DE VL-15621 PG-203

Recorded On: June 04, 2014

As-Deed Agreement

Parties: CHAPEL POINTE AT CHAPEL HARBOR CONDO ASN

To CHAPEL POINTE AT CHAPEL HARBOR CONDO ASN

of Pages: 19

Comment: AMENDMENT

***** THIS IS NOT A BILL *****

Deed Agreement 150.00
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Total: 150.00

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	

Certified On/By-> 06-04-2014 / P F
CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2014-14287
Receipt Number: 2645846
Recorded Date/Time: June 04, 2014 04:18:42P
Book-Vol/Pg: BK-DE VL-15621 PG-203
User / Station: M Ward - Cash Station 22

BABST CALLAND
ATTN DAVID WHITE
TWO GATEWAY CTR 6TH FL
PITTSBURGH PA 15222



Jerry Tyskiewicz
Jerry Tyskiewicz, Acting Manager
Rich Fitzgerald, County Executive

18

150796 DRE Certified
04-Jun-2014 04:04P\Int Bs: P F

**FOURTH AMENDMENT OF DECLARATION OF CONDOMINIUM
OF CHAPEL POINTE AT CHAPEL HARBOR CONDOMINIUM
FORMERLY KNOWN AS MARBELLA AT CHAPEL HARBOR CONDOMINIUMS**

THIS FOURTH AMENDMENT OF DECLARATION OF CONDOMINIUM (the "Amendment") is made this 12th day of May, 2014, by Chapel Pointe at Chapel Harbor Condominium Association, a Pennsylvania non-profit corporation, formerly known as Marbella at Chapel Harbor Condominium Association (the "Association"), governing Chapel Pointe at Chapel Harbor Condominium, formerly known as Marbella at Chapel Harbor Condominium, situate in the Township of O'Hara, County of Allegheny, and Commonwealth of Pennsylvania (the "Condominium"),

WHEREAS, the former declarant of the Condominium executed and caused to be filed the Declaration of Condominium of Marbella at Chapel Harbor Condominium, dated December 1, 2006 and recorded on December 12, 2006 in the Recorder of Deeds Office of Allegheny County, Pennsylvania, at Deed Book Volume 13085, Page 1, as amended by the Amendment of Declaration of Condominium of Marbella at Chapel Harbor Condominium, dated September 12, 2008 and recorded on September 16, 2008 in the Recorder of Deeds Office of Allegheny County, Pennsylvania, at Deed Book Volume 13734, Page 90, as further amended by Second Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated May 10, 2012 and recorded May 16, 2012 in Deed Book Volume 14890, Page 108, as further amended by Third Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated January 7, 2013 and recorded January 17, 2013 in Deed Book Volume 15130, Page 98 (as so amended, the "Declaration");

WHEREAS, pursuant to Article VI of the Declaration, the Declaration may be amended in accordance with the procedures specified in the Pennsylvania Uniform Condominium Act, 68 Pa. Consol. Stat. Ann. §§ 3101 et seq. (the "Act");

WHEREAS, pursuant to Section 3219 of the Act and Article VI of the Declaration, the Declaration may be amended by the affirmative vote of sixty-seven percent (67%) of the Unit Owners of the Condominium;

WHEREAS, the Unit Owners have, by affirmative vote equal to or greater than sixty-seven percent (67%) of the Unit Owners, elected to amend the Declaration in a manner more fully described below; and

WHEREAS, the Unit Owners have authorized the President, Vice President/Treasurer, and/or Secretary of the Association to file this Amendment to the Declaration on their behalf.

NOW THEREFORE, the Declaration is hereby amended as follows:


1. Exhibit "B" (Plats and Plans) of the Declaration is hereby deleted and replaced with the document attached hereto as "Exhibit B" (Plats and Plans).

2. Exhibit "C" (Percentage Interests) of the Declaration is hereby deleted and replaced with the document attached hereto as "Exhibit C" (Percentage Interests).
3. Units 501 and 505 were redesigned so that Unit 501 is now 2,860 square feet and Unit 505 is now 3,229 square feet. In so redesigning the aforementioned units, Unit 503 was eliminated. The percentage ownership interests are as follows: Unit 501 is 2.55% and Unit 505 is 2.88%. The above described changes are reflected on the architectural renderings of Unit 501 and Unit 505 attached hereto in Exhibit B.
4. Units 203 and 205 were redesigned so that Unit 203 is now 2,115 square feet and Unit 205 is now 1,714 square feet. The percentage ownership interests are as follows: Unit 203 is 1.89% and Unit 205 is 1.53%. The above described changes are reflected on the architectural renderings of Unit 203 and Unit 205 attached hereto in Exhibit B.
5. All capitalized terms not defined herein shall have the same meaning as is given to such terms in the Declaration.
6. In all other respects, the Declaration is hereby affirmed and ratified, and acknowledged to be in full force and effect.

WITNESS the due execution hereof this 12th day of May, 2014.

ATTEST:

Chapel Pointe at Chapel Harbor
Condominium Association



Les Cutter, Secretary



By: Greg Wisyanski, Vice President

COMMONWEALTH OF PENNSYLVANIA)) ss:
COUNTY OF CENTRE))

On this, the 12th day of May, 2014, before me, the undersigned Notary Public, personally appeared the above named Greg Wisyanski, known to me to be the Vice President of Chapel Pointe at Chapel Harbor Condominium Association (the "Association"), a Pennsylvania nonprofit corporation, who acknowledged that he did sign said instrument for and on behalf of said Association, being thereunto duly authorized by said Association; that the same is his free act and deed and the free act and deed of said Association.

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

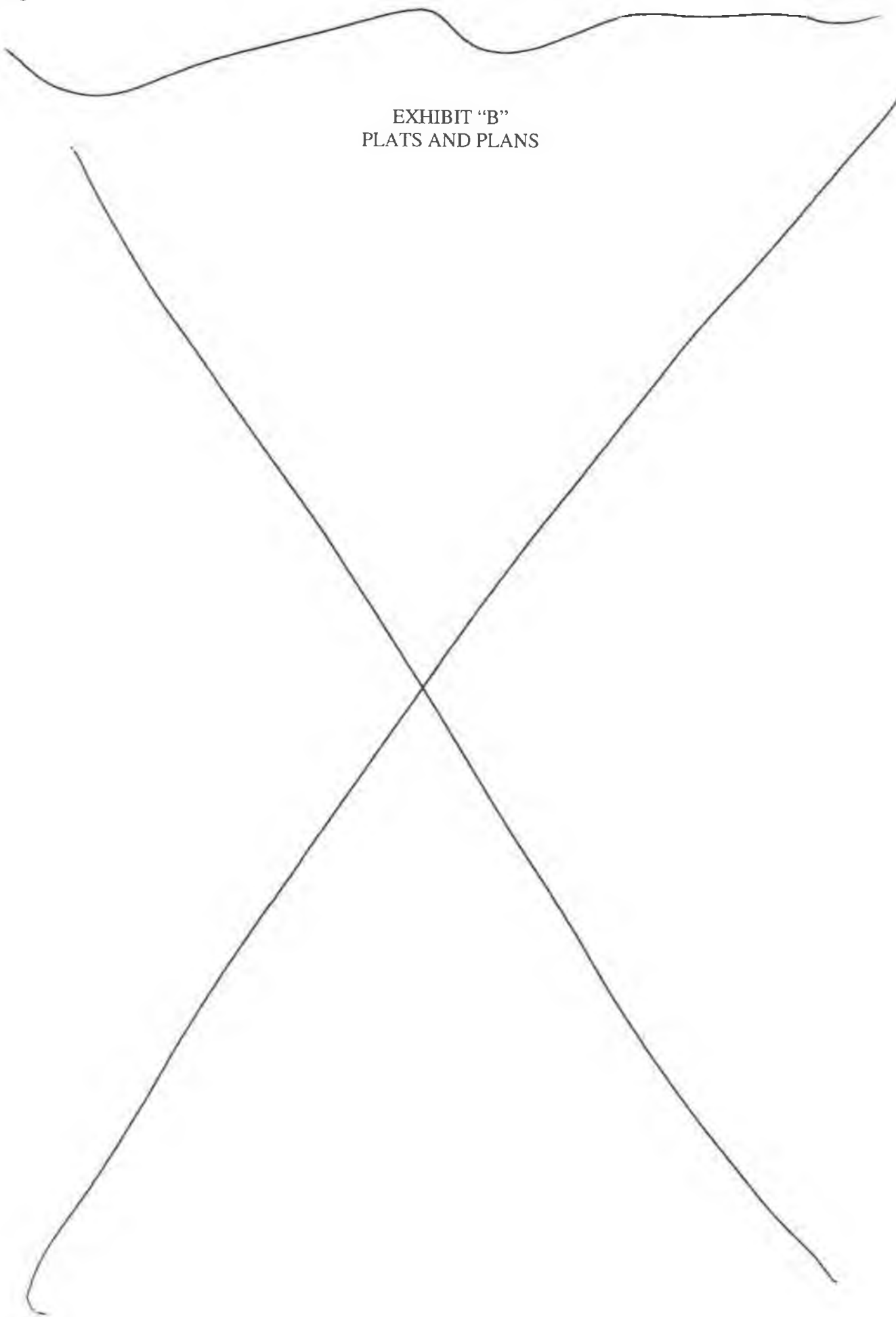
Karen A. Blake
Notary Public

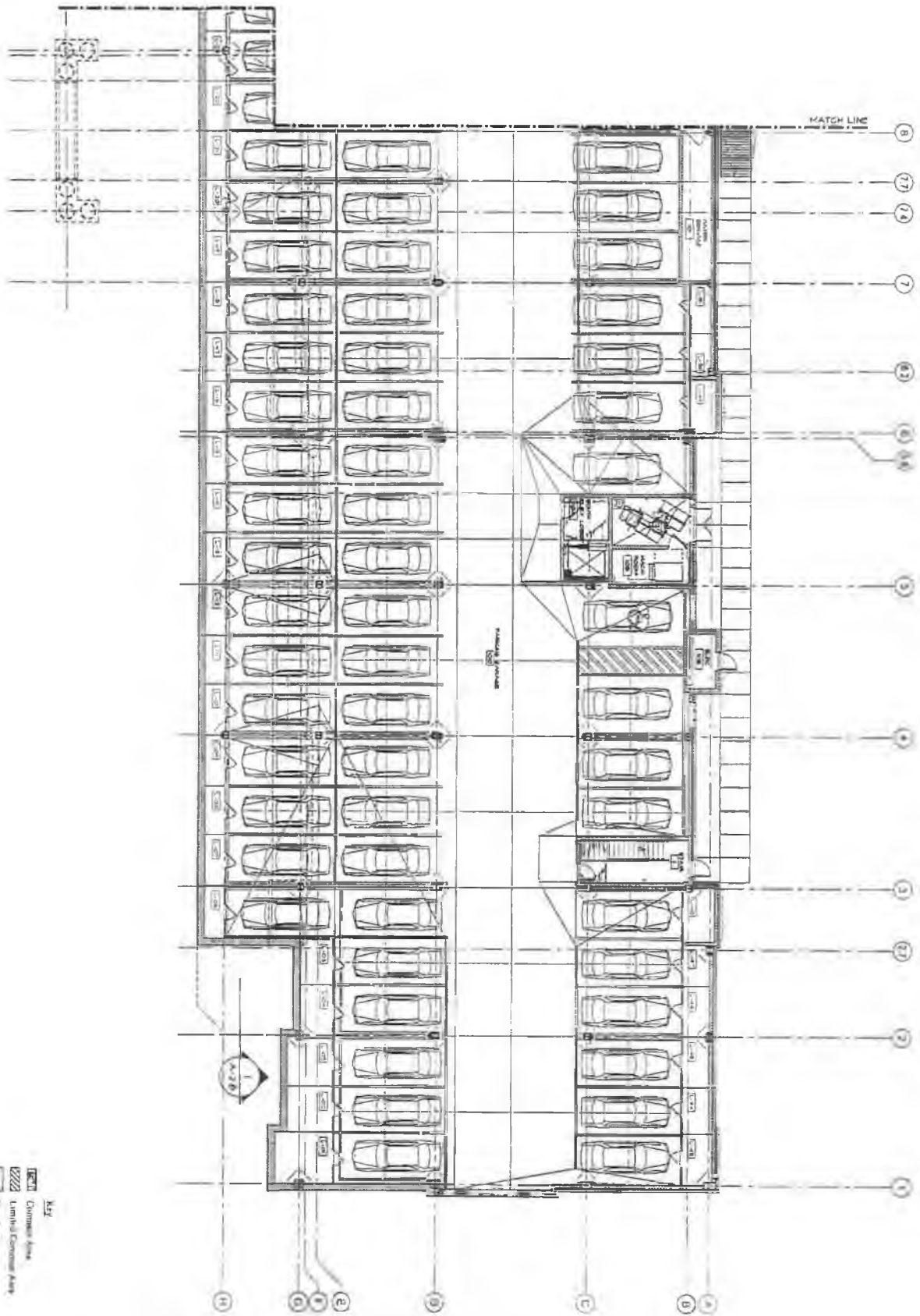
My Commission Expires:

Oct 27 2017

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Karen A. Blake, Notary Public
Patton Twp., Centre County
My Commission Expires Oct. 27, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

EXHIBIT "B"
PLATS AND PLANS





- Common Area
- Limited Common Area
- Unit Area

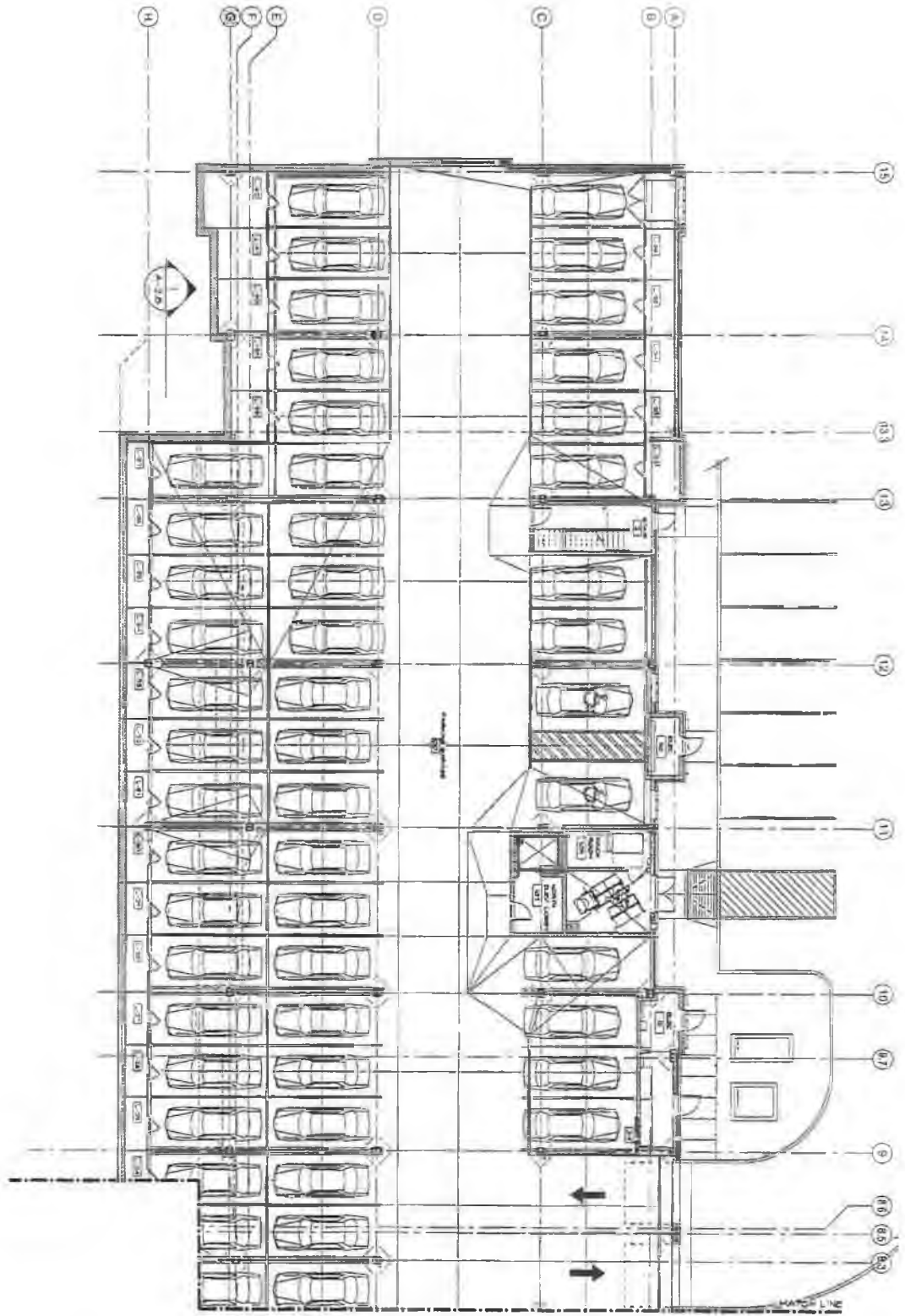
Ground Floor - South
Unit Identification
& Floor Area
Scale: 1/8" = 1'-0"
PL-1.0a

Project Name: 14287
Date: 11/11/11
Drawing Title: Ground Floor - South Unit Identification & Floor Area
Drawing Number: PL-1.0a



Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
1965 Waddle Road
State College, PA 16803



- Common Area
- Limited Common Area
- Unit Area

Ground Floor - North
Unit Identification
& Boundaries
Scale: AS SHOWN
PL-1.0b

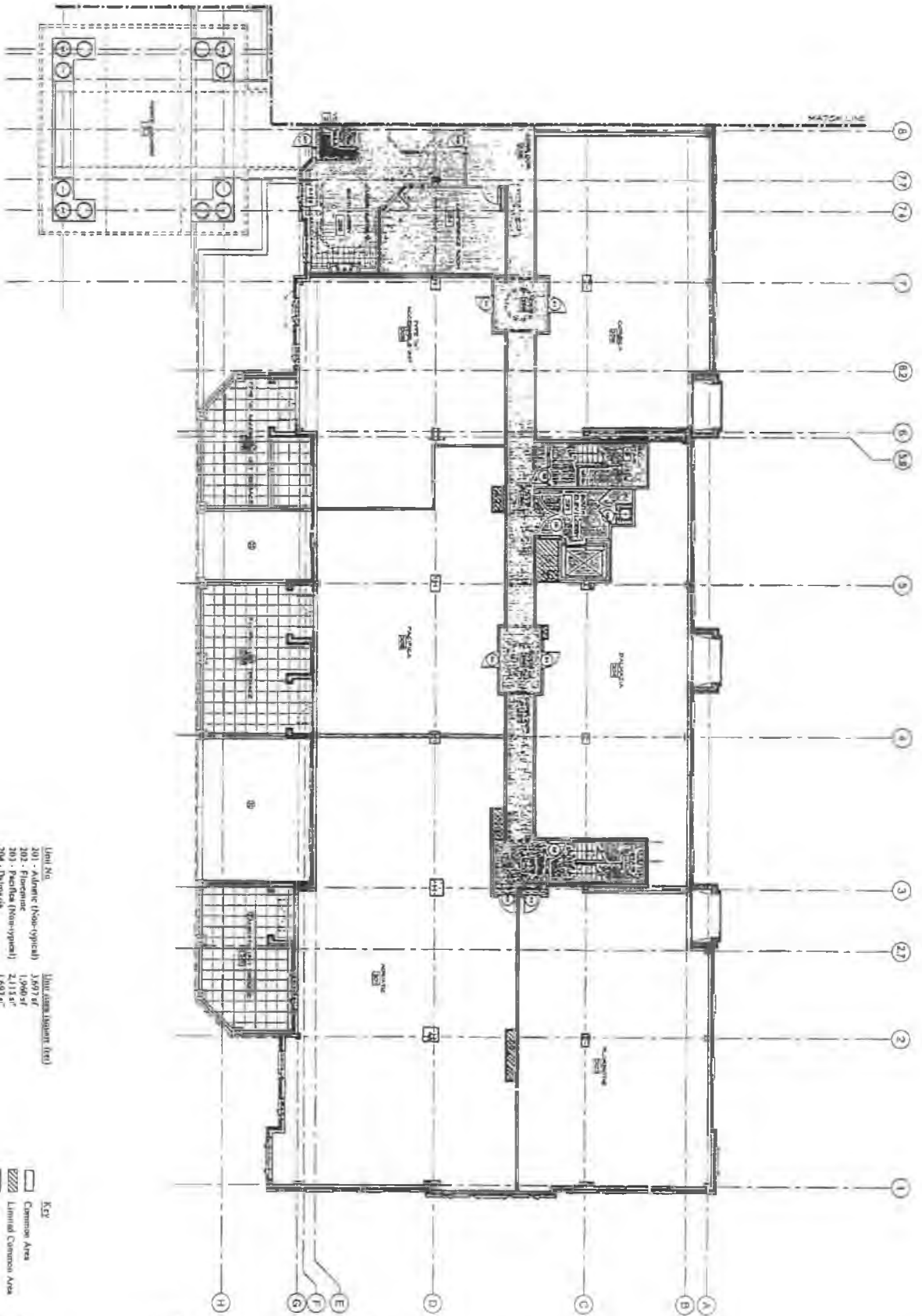
Project Number: 11-00
Date: 06/11/01



HOOPER ARCHITECTS
Architects

Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
1965 Waddle Road
State College, PA 16803



Unit No.	Unit Area (sq. ft.)
201 - Adirondic (Non-typical)	3,697 sq.
202 - Fluorine	1,960 sq.
203 - Pheasant (Non-typical)	2,115 sq.
204 - Dakota	1,697 sq.
205 - Type "A" Accessible	1,714 sq.
206 - Corridor	1,781 sq.

KEY

	Common Area
	Limited Common Area
	Unit Area

PL-1.1a
 Mon. Hogt, South
 Unit Ident. Section
 & Blawie

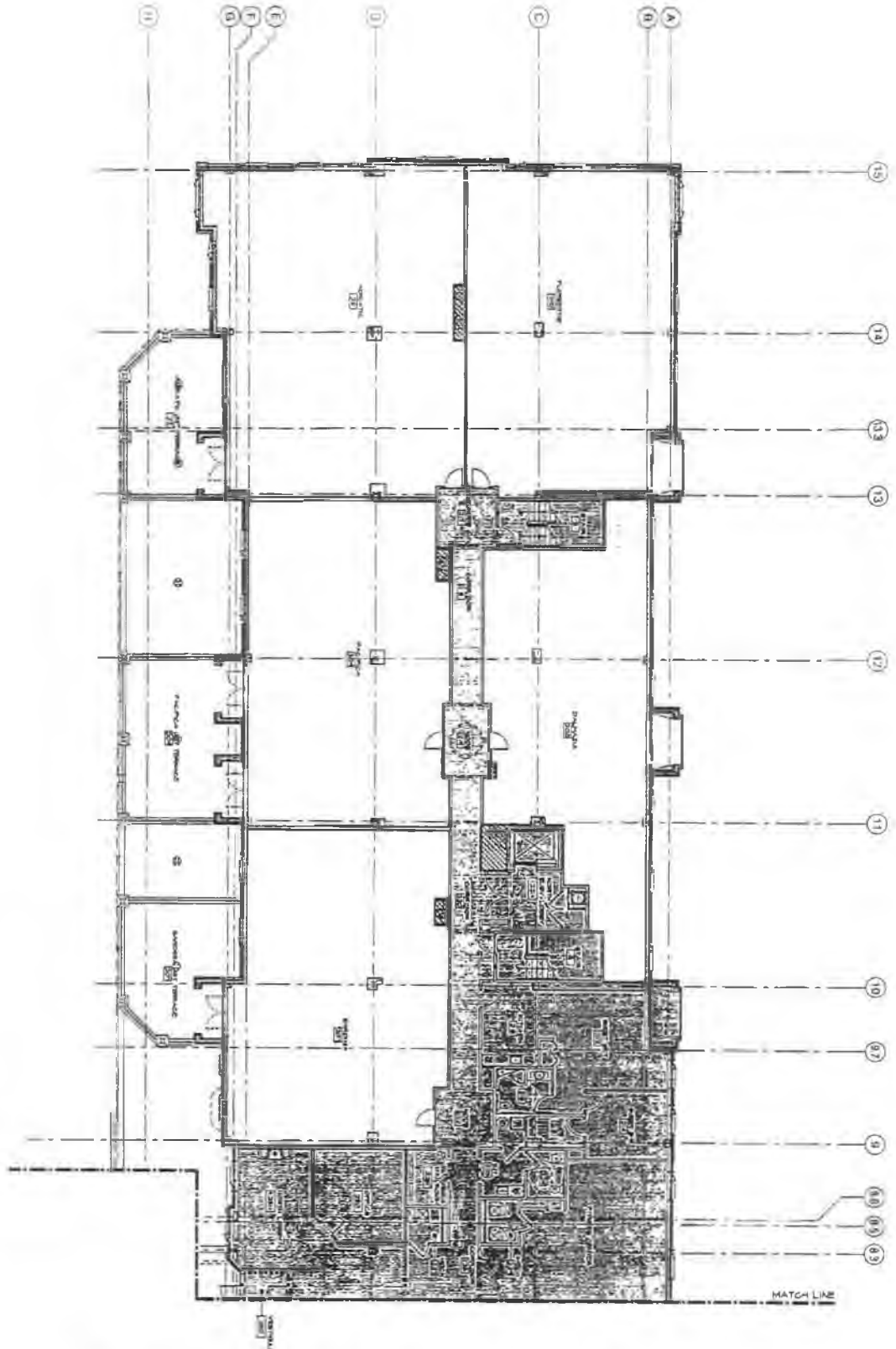


Anderson
 Architects
 1000
 State College, PA 16803

Chapel Pointe at Chapel Harbor Condominium Residences

Chapel Pointe Condominiums Limited Partnership
 1965 Waddle Road
 State College, PA 16803

Plot Sheet 11 of 11 - Chapel Pointe Condominium, LP - Unit Build Out - 1965 Waddle Road, State College, PA 16803 - 10/11/2011



Unit No.
 211 - Abnork
 210 - Florence
 208 - Pacific
 206 - Dalmia
 207 - Seaside

Unit Area (Square Foot)
 2278 sf
 1961 sf
 2449 sf
 1700 sf
 2396 sf

Key
 Common Area
 Limited Common Area
 Unit Area

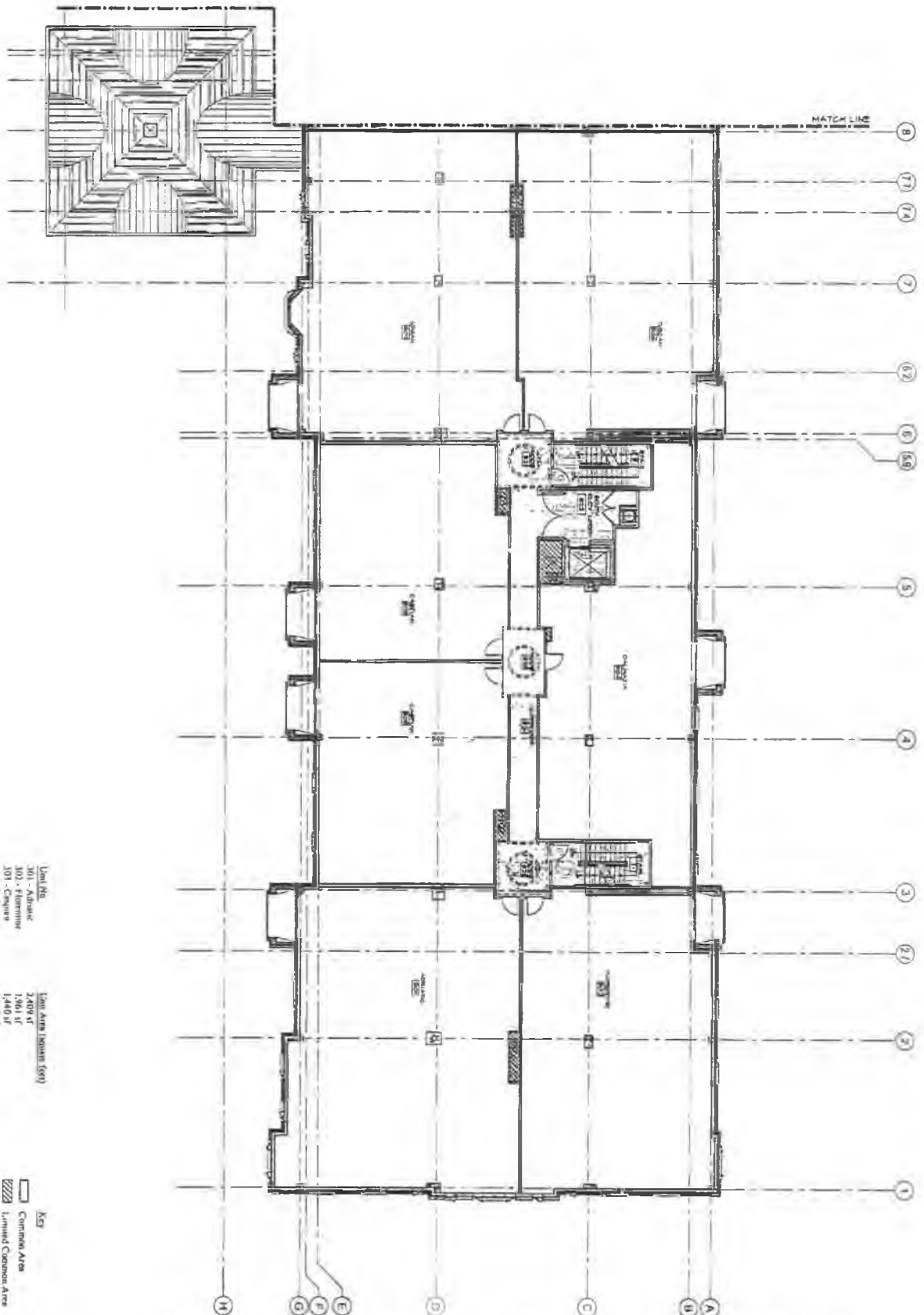
Mezz Floor - Floor
 Unit Identification
 & Elevation
 PL-1.1b

Project Name: 1100
 Date: 10/11/2011
 Scale: 1/8" = 1'-0"



Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
 1965 Waddle Road
 State College, PA 16803



Unit No.	Unit Area (Square Feet)
301 - Adirondack	2,409 SF
301 - Adirondack	1,440 SF
301 - Adirondack	1,407 SF
301 - Adirondack	1,408 SF
301 - Adirondack	1,933 SF
301 - Adirondack	2,184 SF

Key	Description
[Hatched Box]	Common Area
[Dotted Box]	Limited Common Area
[White Box]	Unit Area

Prepared By: South
 Project: Chapel Pointe Condominium
 Date: 11/10/2009
PL-1.2a

Scale:	1/8" = 1'-0"
Date:	11/10/2009
Drawn By:	AS/MS/MS

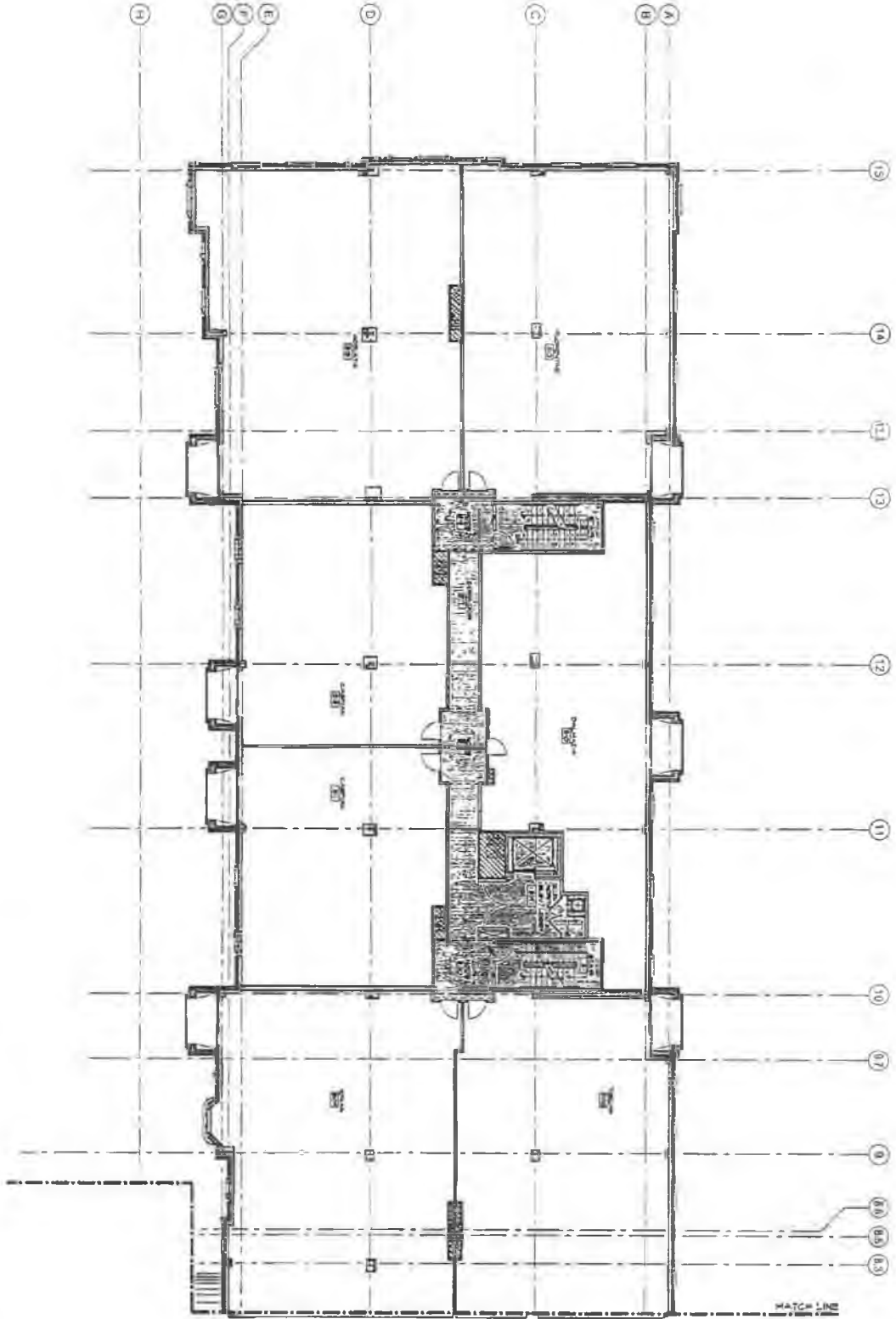


Historic Architecture
 Architects
 1170 Walnut Street
 Philadelphia, PA 19106

Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
 1965 Waddle Road
 State College, PA 16803

PL-1.2b - Second Floor - North Unit Identification & Boundaries - 2018-08-01



Unit No.

M13 - Asphalt	2,405 sf
M14 - Carpet	1,340 sf
M12 - Carpet	1,990 sf
M11 - Carpet	1,430 sf
M10 - Carpet	1,700 sf
M9 - Carpet	2,265 sf
M8 - Carpet	1,790 sf

Unit Area (Square Feet)

2,405 sf
1,340 sf
1,990 sf
1,430 sf
1,700 sf
2,265 sf
1,790 sf

Key

[Solid Line]	Common Area
[Hatched Area]	Utility/Corridor Area
[Dashed Line]	Unit Area

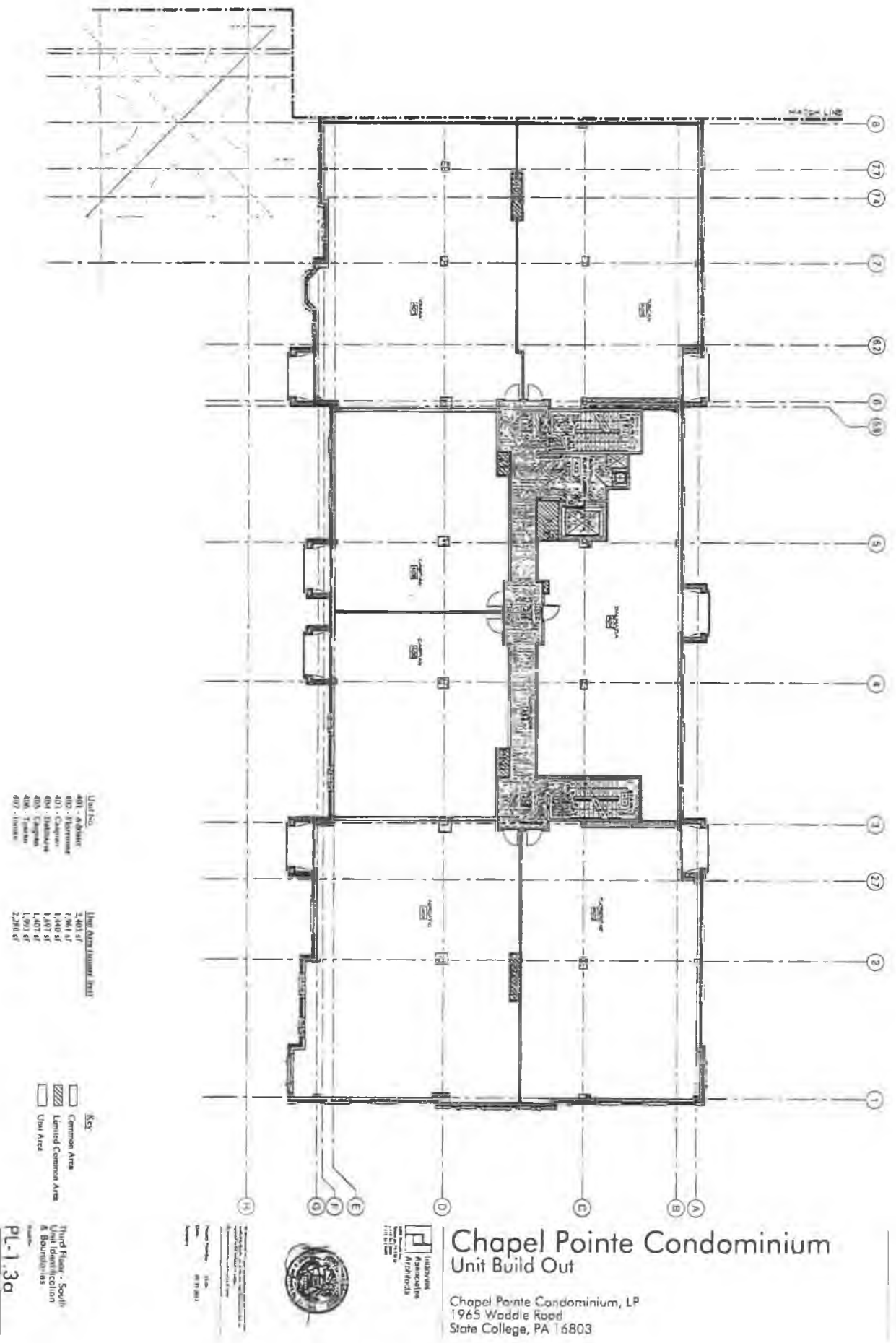
Second Floor - North
Unit Identification
& Boundaries
PL-1.2b

Project Number: 1110
Date: 08/01/2018

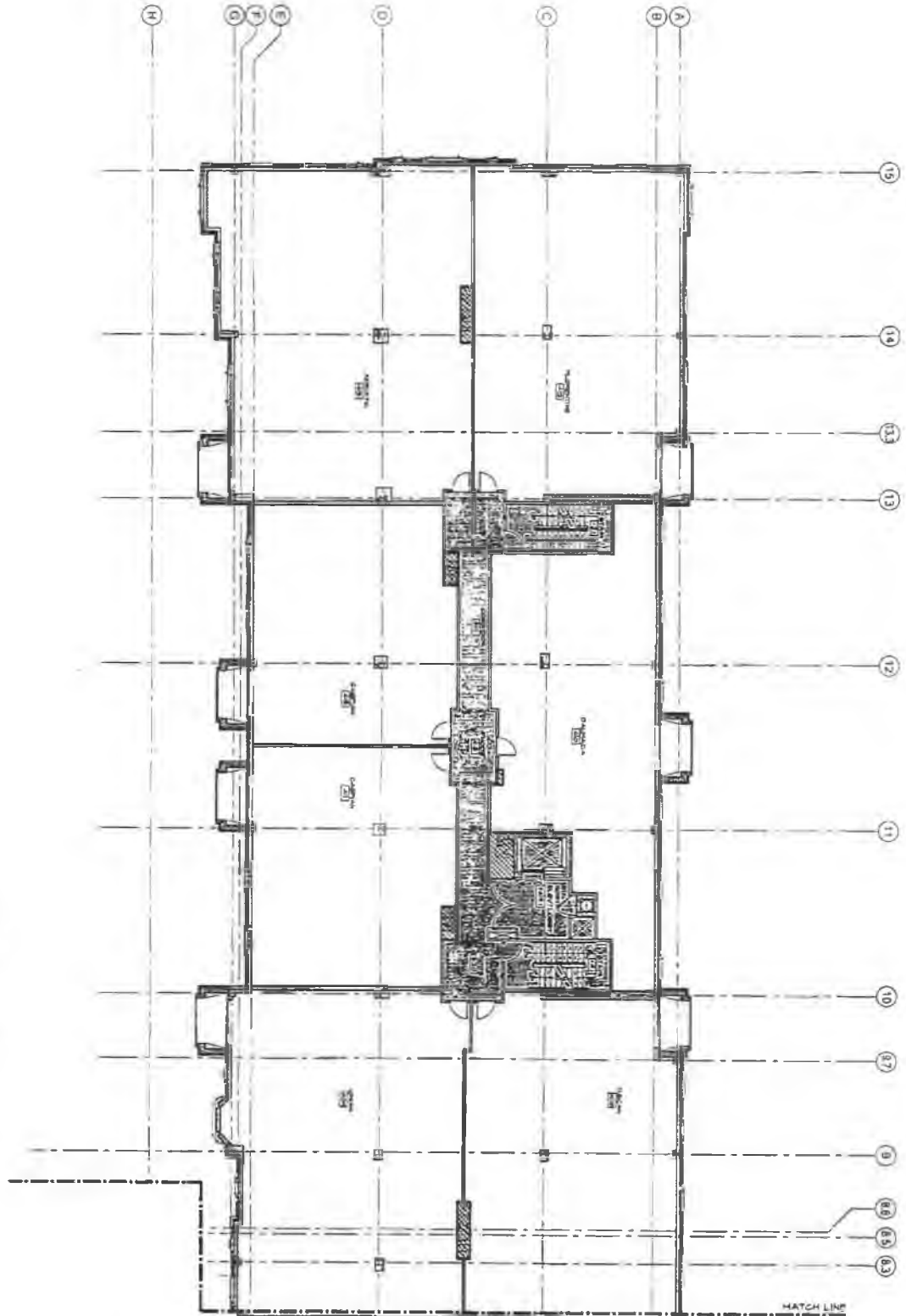


Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
1965 Waddle Road
State College, PA 16803



Project: Chapel Pointe Condominium, Unit Build Out, 1965 Waddle Road, State College, PA 16803



Unit No.

403 - Monroe
401 - Capone
402 - Foxman
404 - Johnson
405 - Lorenz

Unit Area (square feet)

2,403 sf
1,740 sf
1,400 sf
1,706 sf
2,245 sf
1,983 sf

- KEY
- Common Area
 - Limited Common Area
 - Unit Area

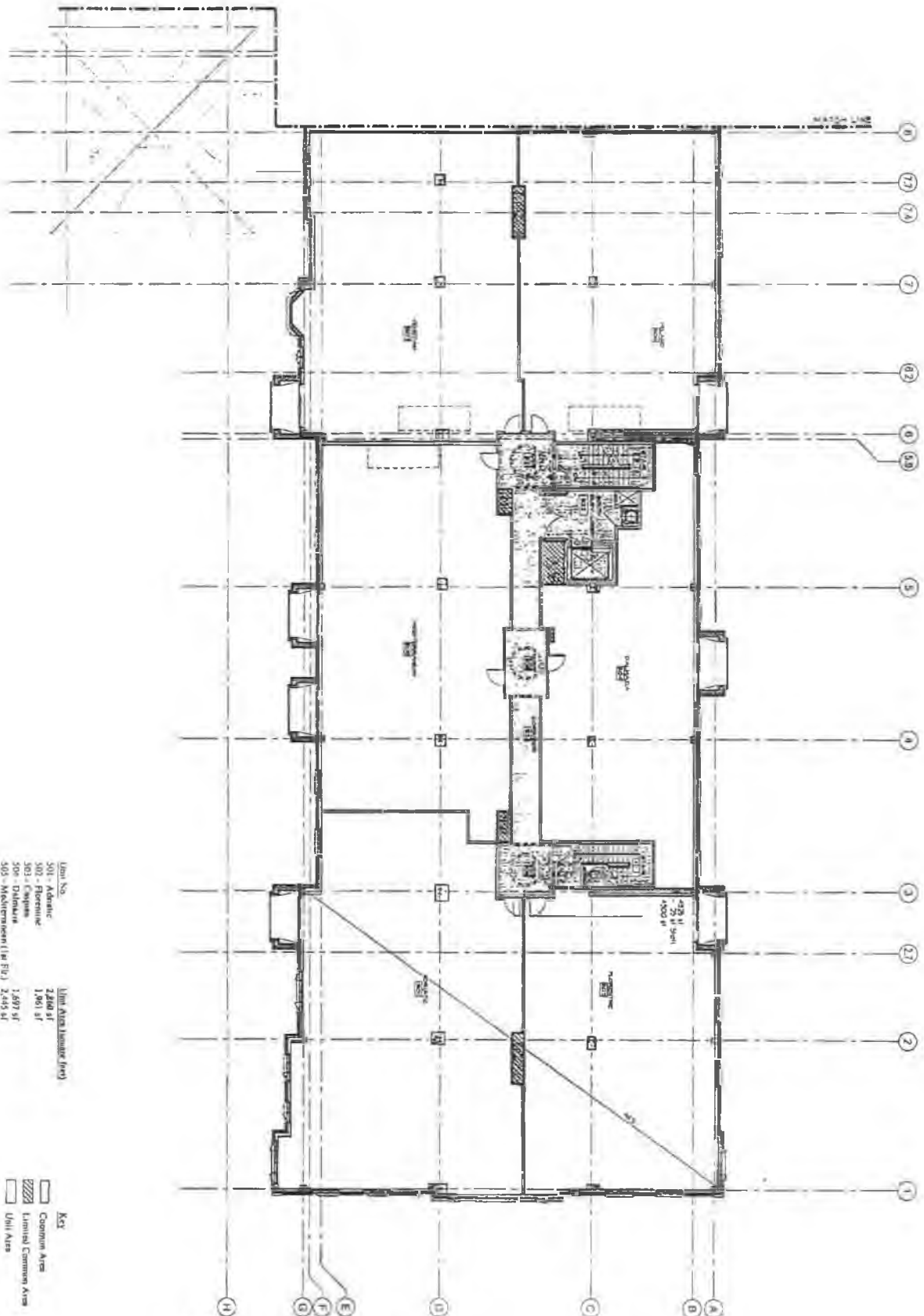
Third Floor - North
Unit Identification
& Boundaries
Date: 08/20/11
PL-13b

Project: Chapel Pointe Condominium, Unit Build Out, 1965 Waddle Road, State College, PA 16803
Scale: 1/8" = 1'-0"
Date: 08/20/11



Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
1965 Waddle Road
State College, PA 16803



Unit No.	Unit Area (Square Feet)
501 - Adriatic	2,400 SF
502 - Florence	1,961 SF
503 - Capri	1,697 SF
504 - Dalmatian	2,445 SF
505 - Mediterranean (1st Flr.)	1,998 SF
506 - Milano (1st Flr.)	2,275 SF
507 - Venezia (1st Flr.)	

Key	Description
[Symbol]	Common Area
[Symbol]	Limited Common Area
[Symbol]	Unit Area

South Floor - South
Unit Identification
& Boundaries
PL-1.40

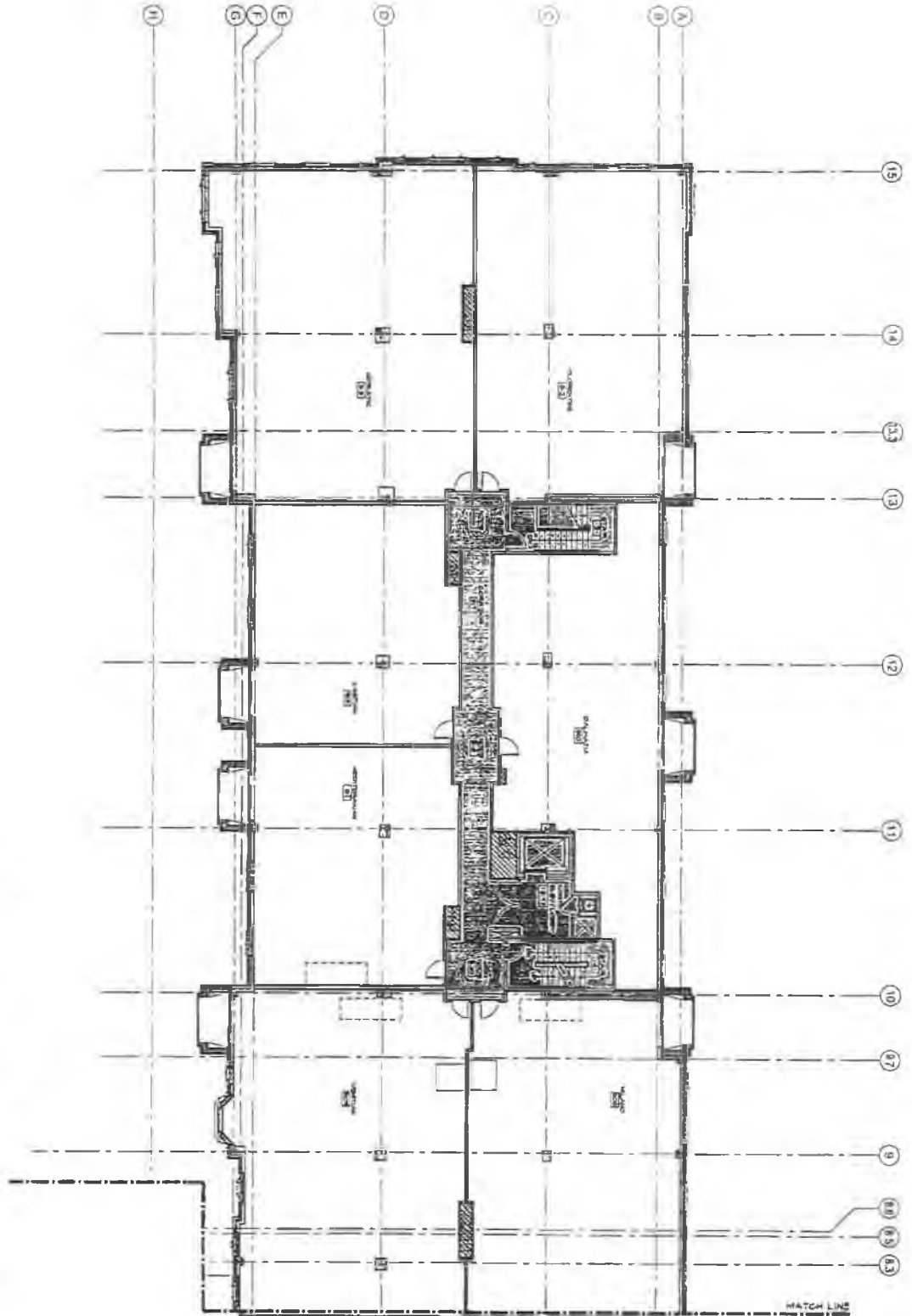


Architect
1115 Walnut Street
State College, PA 16803

Chapel Pointe at Chapel Harbor Condominium Residences

Chapel Pointe Condominiums Limited Partnership
1965 Waddle Road
State College, PA 16803

3/22/2012 2:41:56 PM DWG To PDF.plt



Unit No	Unit Area (square feet)
515 - Admire	2,405 sf
513 - Canaan	1,440 sf
512 - Florence	1,060 sf
511 - Madrasen (1st Fl.)	1,411 sf
508 - Chancel	1,700 sf
509 - Vestibule (1st Fl.)	2,200 sf
508 - Stairs (1st Fl.)	1,082 sf

Key	Description
[Solid Line]	Common Area
[Hatched Pattern]	Limited Common Area
[Dashed Line]	Unit Area

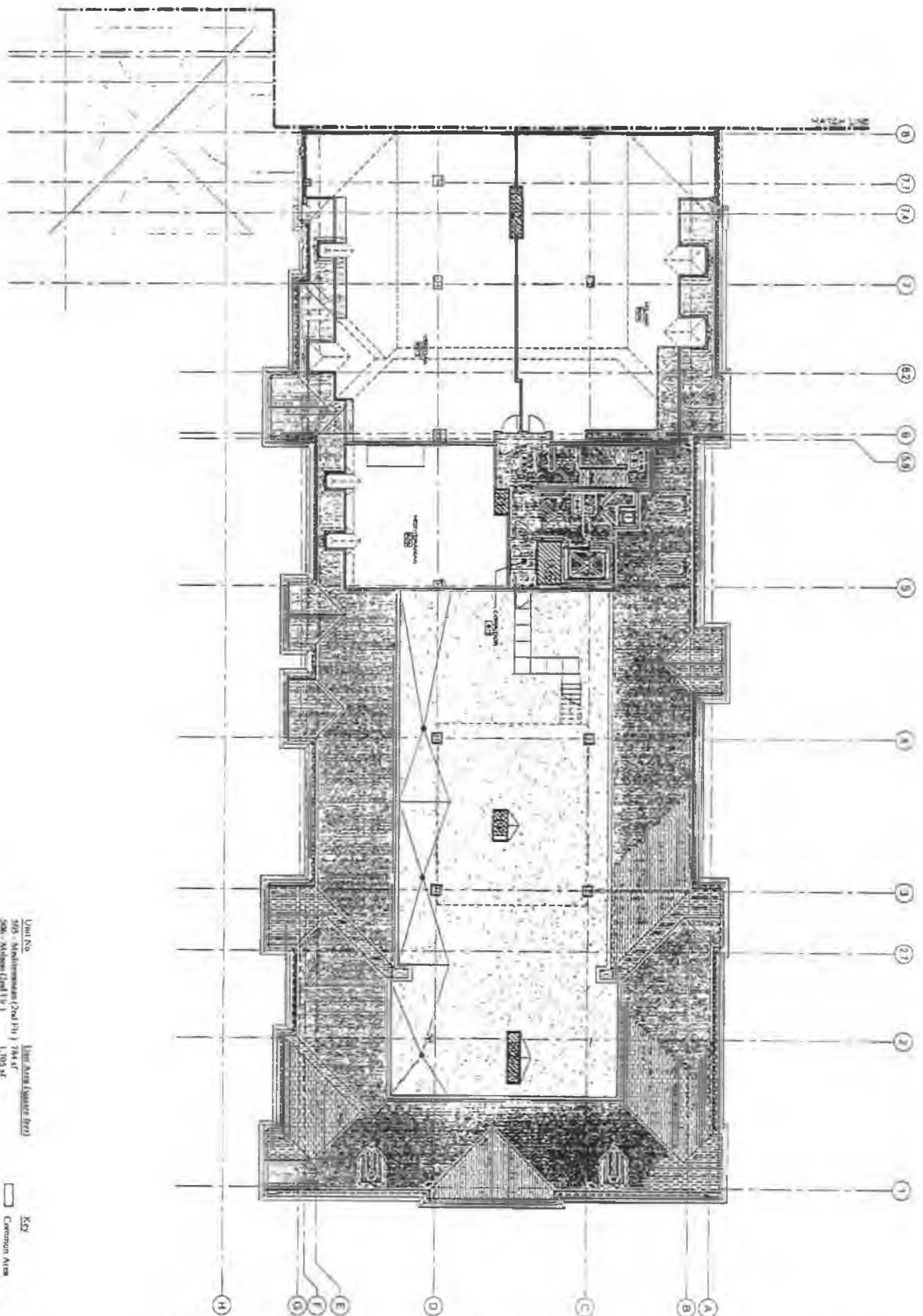
PL-1.4b
North, Floor - North
Unit Identification
& Boundaries

Chapel Pointe Condominium, LP
1965 Waddle Road
State College, PA 16803



Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
1965 Waddle Road
State College, PA 16803



Unit No	Unit Area (Square Feet)
505 - Masterpiece (2nd Fl) 784 SF	
506 - Madras (2nd Fl) 1,105 SF	
507 - Venetian (2nd Fl) 1,527 SF	

Key	Description
[Solid Line]	Common Area
[Hatched Pattern]	Unit Area
[Dotted Pattern]	Shared Common Area

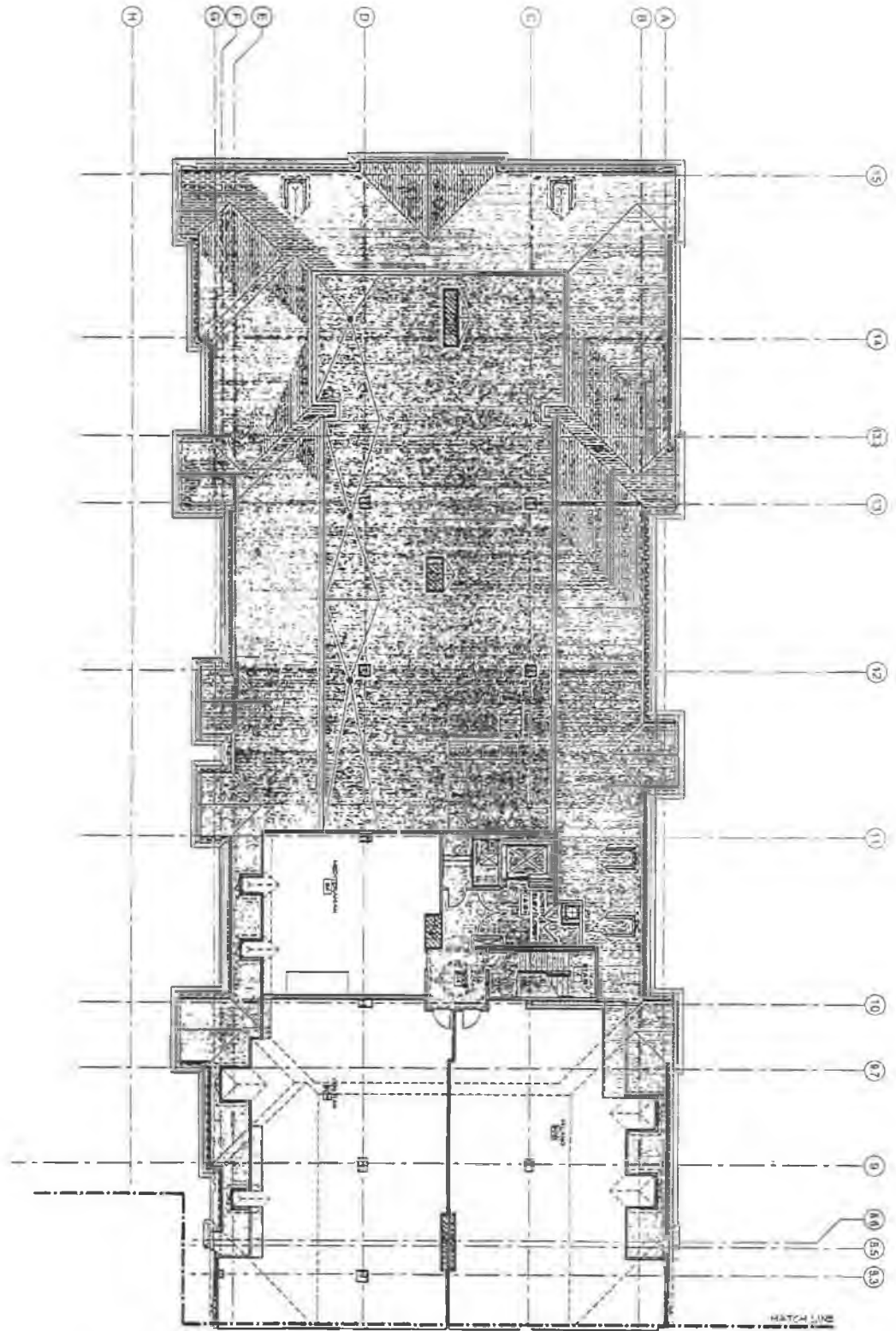
PL-1.5d
 Unit Area, South
 Unit Area, North
 & Surrounding
 Areas

Scale: 1/8" = 1'-0"
 Date: 10/15/03
 Project: Chapel Pointe Condominium



Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
 1965 Waddle Road
 State College, PA 16803



Unit Size
 511 - Walkout (2nd) by 11.0 ft
 510 - Walkout (2nd) by 11.0 ft
 508 - Walkout (2nd) by 11.0 ft
 508 - Walkout (2nd) by 11.0 ft

Unit Area (square feet)
 1,672 sq ft
 1,672 sq ft
 1,672 sq ft
 1,672 sq ft

PL-1.5b
 Left Floor - North
 Unit Identification
 & Boundaries

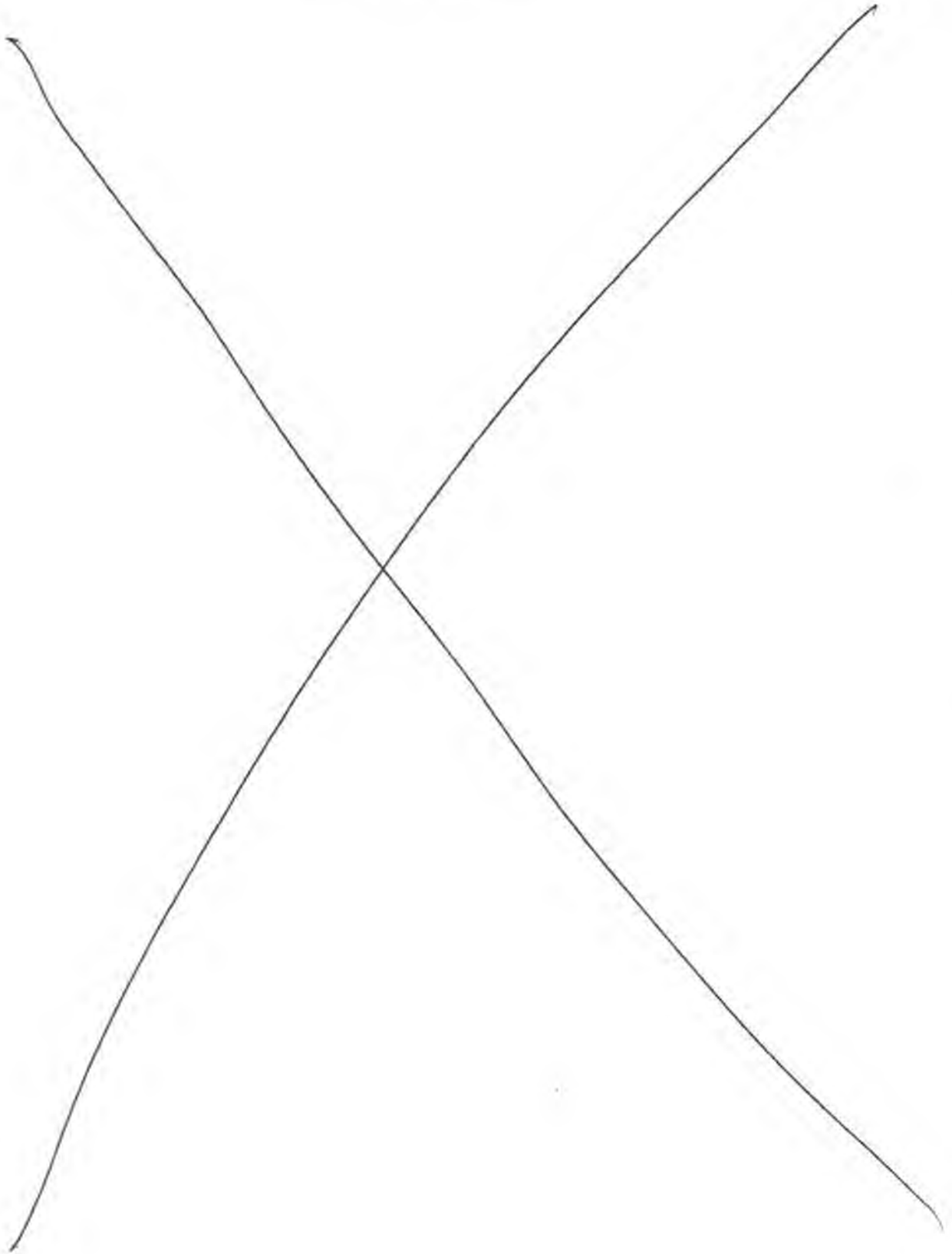
Chapel Pointe Condominium, LP
 1965 Waddle Road
 State College, PA 16803



Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
 1965 Waddle Road
 State College, PA 16803

EXHIBIT "C"
PERCENTAGE INTERESTS



**EXHIBIT C
PERCENTAGE INTERESTS**

<u>Unit</u> <u>Number</u>	<u>Unit Area in Square</u> <u>Feet</u>	<u>Percentage</u> <u>Interest</u>
201	3,697	3.30%
202	1,960	1.75%
203	2,115	1.89%
204	1,697	1.51%
205	1,714	1.53%
206	1,741	1.55%
207	2,396	2.14%
208	1,706	1.52%
209	2,449	2.18%
210	1,961	1.75%
211	2,778	2.48%
301	2,409	2.15%
302	1,961	1.75%
303	1,440	1.28%
304	1,697	1.51%
305	1,408	1.26%
306	1,993	1.78%
307	2,280	2.03%
308	1,983	1.77%
309	2,245	2.00%
310	1,706	1.52%
311	1,440	1.28%
312	1,961	1.75%
313	1,440	1.28%
315	2,405	2.14%
401	2,405	2.14%
402	1,961	1.75%
403	1,440	1.28%
404	1,697	1.51%
405	1,407	1.25%
406	1,993	1.78%
407	2,280	2.03%
408	1,983	1.77%
409	2,245	2.00%
410	1,706	1.52%
411	1,440	1.28%
412	1,961	1.75%
413	1,440	1.28%
415	2,405	2.14%
501	2,860	2.55%
502	1,961	1.75%
504	1,697	1.51%
505	3,229	2.88%
506	3,699	3.30%
507	4,202	3.75%
508	3,674	3.28%
509	4,138	3.69%
510	1,706	1.52%
511	2,253	2.01%
512	1,960	1.75%
513	1,440	1.28%
515	2,405	2.14%
Total	112,169	100.00%

Mail to:
 Babst Calland
 Two Gateway Ctr. 600 Ft
 Pittsburgh PA 15222
 Attn: David White



60 2017 00001565

Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2017-1565

BK-DE VL-16672 PG-313

Recorded On: January 18, 2017

As-Deed Agreement

Parties: CHAPEL POINTE AT CHAPEL HARBOR CONDO ASN

To CHAPEL POINTE AT CHAPEL HARBOR CONDO ASN

of Pages: 18

Comment:

***** THIS IS NOT A BILL *****

Deed Agreement	162.00
	0
	0
Total:	162.00

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	0 00

Certified On/By-> 01-18-2017 / S B
NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2017-1565
 Receipt Number: 3191442
 Recorded Date/Time: January 18, 2017 03:27:01P
 Book-Vol/Pg: BK-DE VL-16672 PG-313
 User / Station: R Aubrecht - Cash Super 06

BABST CALLAND
 TWO GATEWAY CTR STE 600
 ATTN: DEW
 PITTSBURGH PA 15222



Jerry Tyskiewicz
 Jerry Tyskiewicz, Director
 Rich Fitzgerald, County Executive

Mail to:
Babs Calland
Two Gateway Ctr., #600
Pittsburgh PA 15222
Attn: BCW

265303 DRE Certified
18-Jan-2017 03:25P\Int By: S B

**FIFTH AMENDMENT OF DECLARATION OF CONDOMINIUM
OF CHAPEL POINTE AT CHAPEL HARBOR CONDOMINIUM
FORMERLY KNOWN AS MARBELLA AT CHAPEL HARBOR CONDOMINIUMS**

THIS FIFTH AMENDMENT OF DECLARATION OF CONDOMINIUM (the "Amendment") is made this 13 day of January, 2017, by Chapel Pointe at Chapel Harbor Condominium Association, a Pennsylvania non-profit corporation, formerly known as Marbella at Chapel Harbor Condominium Association (the "Association"), governing Chapel Pointe at Chapel Harbor Condominium, formerly known as Marbella at Chapel Harbor Condominium, situate in the Township of O'Hara, County of Allegheny, and Commonwealth of Pennsylvania (the "Condominium"),

WHEREAS, the former declarant of the Condominium executed and caused to be filed the Declaration of Condominium of Marbella at Chapel Harbor Condominium, dated December 1, 2006 and recorded on December 12, 2006 in the Recorder of Deeds Office of Allegheny County, Pennsylvania, at Deed Book Volume 13085, Page 1, as amended by the Amendment of Declaration of Condominium of Marbella at Chapel Harbor Condominium, dated September 12, 2008 and recorded on September 16, 2008 in the Recorder of Deeds Office of Allegheny County, Pennsylvania, at Deed Book Volume 13734, Page 90 as further amended by Second Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated May 10, 2012 and recorded May 16, 2012 in Deed Book Volume 14890, at page 108, as further amended by Third Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated January 7, 2013 and recorded January 17, 2013 in Deed Book Volume 15130, Page 98 as most recently amended by Fourth Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominiums dated May 12, 2014 and recorded June 4, 2014 in Deed Book Volume 15621 at page 203 (as so amended, the "Declaration");

WHEREAS, pursuant to Article VI of the Declaration, the Declaration may be amended in accordance with the procedures specified in the Pennsylvania Uniform Condominium Act, 68 Pa. Consol. Stat. Ann. §§ 3101 et seq. (the "Act");

WHEREAS, pursuant to Section 3219 of the Act and Article VI of the Declaration, the Declaration may be amended by the affirmative vote of sixty-seven percent (67%) of the Unit Owners of the Condominium;

WHEREAS, the Unit Owners have, by affirmative vote equal to or greater than sixty-seven percent (67%) of the Unit Owners, elected to amend the Declaration in a manner more fully described below; and

WHEREAS, the Unit Owners have authorized the President, Vice President/Treasurer, and/or Secretary of the Association to file this Amendment to the Declaration on their behalf.

NOW THEREFORE, the Declaration is hereby to include the following Section:

1. Exhibit "B" (Plats and Plans) of the Declaration is hereby deleted and replaced with the document attached hereto as "Exhibit B" (Plats and Plans).

2. Exhibit "C" (Percentage Interests) of the Declaration is hereby deleted and replaced with the document attached hereto as "Exhibit C" (Percentage Interests).

3. Units 406 and 408 were combined so that the combined square footage of the said two (2) Units is 3,976 square feet. The percentage ownership interests of the combined Units is 3.54%. The above described changes are reflected on the architectural renderings attached hereto in Exhibit B.

4. Units 303 and 305 were combined so that the combined square footage of the said two (2) Units is 2,864 square feet. The percentage ownership interests of the combined Units is 2.55%. The above described changes are reflected on the architectural renderings attached hereto in Exhibit B.

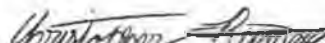
5. All capitalized terms not defined herein shall have the same meaning as is given to such terms in the Declaration.

6. In all other respects the Declaration is hereby affirmed and ratified, and acknowledged to be in full force and effect.

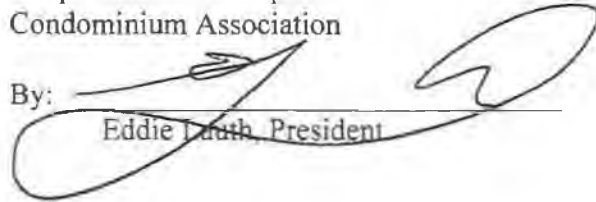
WITNESS the due execution hereof this 13 day of January, 2017.

ATTEST:

Chapel Pointe at Chapel Harbor
Condominium Association



Christopher Rumery

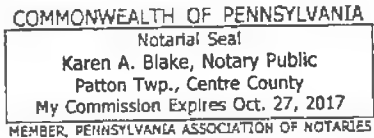
By: 

Eddie Luth, President

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF CENTRE) SS:

On this, the 13th day of January, 2017, before me, the undersigned Notary Public, personally appeared the above named Eddie Lauth, known to me to be the President of Chapel Pointe at Chapel Harbor Condominium Association (the "Association"), a Pennsylvania non-profit corporation, who acknowledged that he did sign said instrument for and on behalf of said Association, being thereunto duly authorized by said Association; that the same is his free act and deed and the free act and deed of said Association.

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

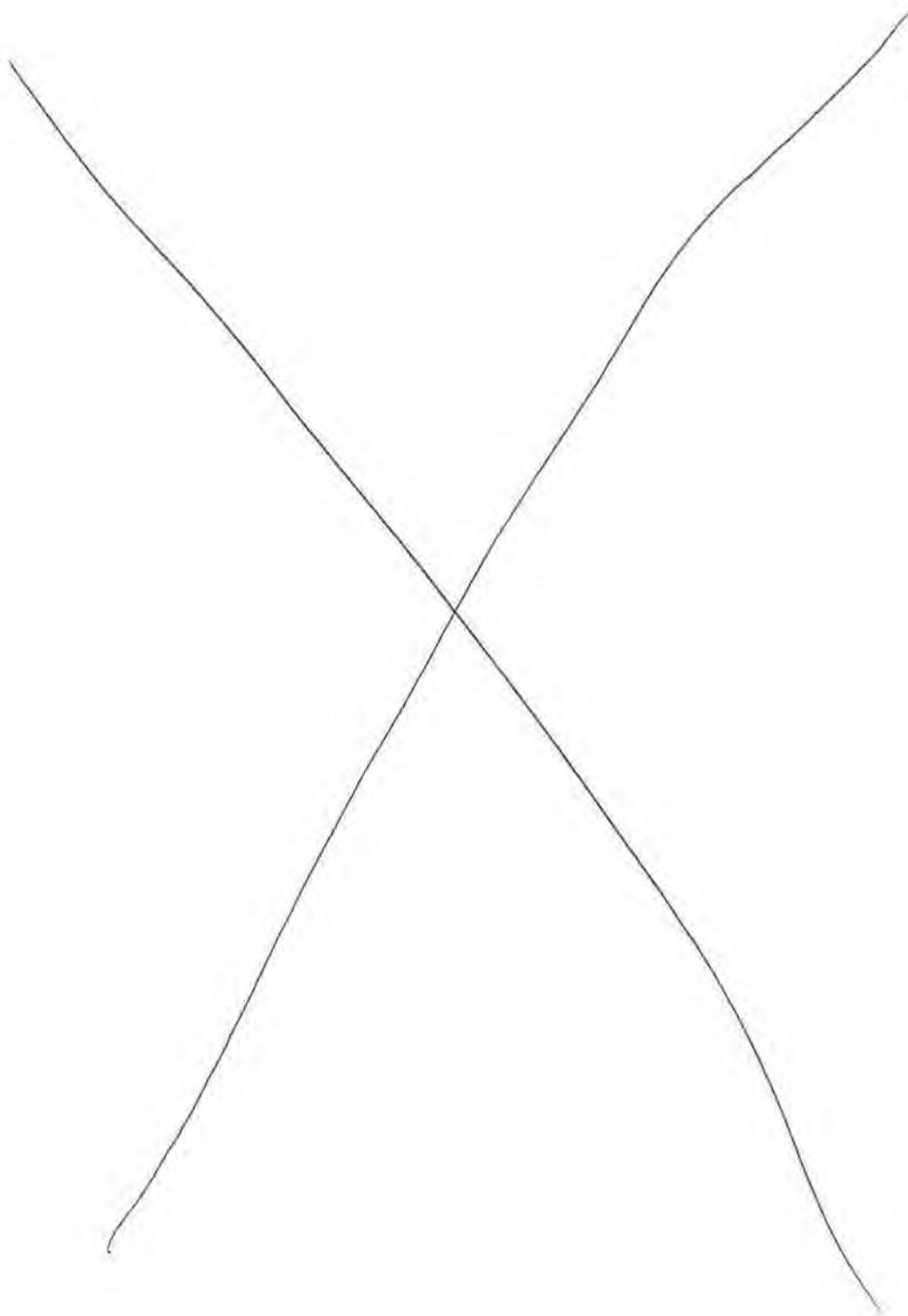


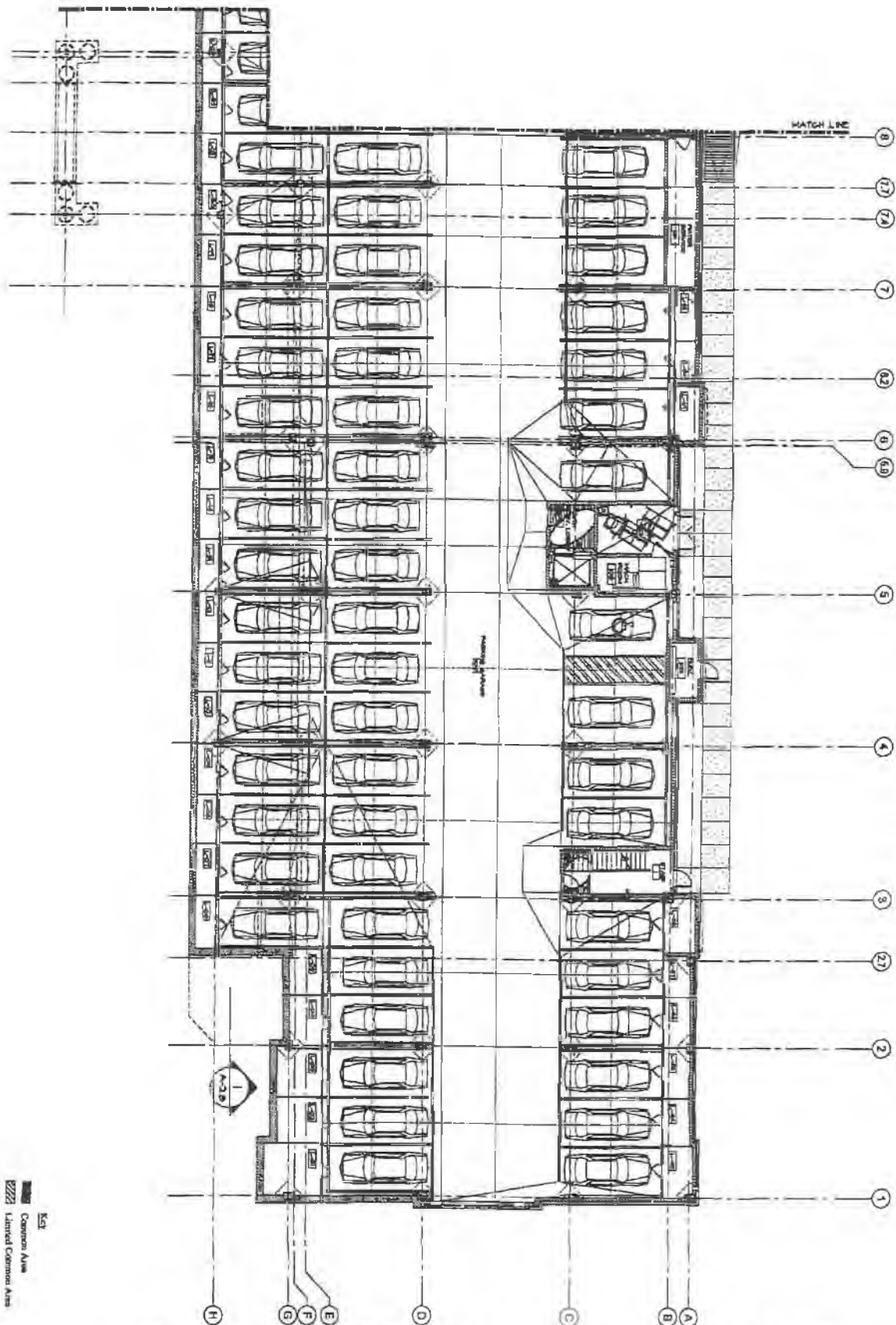
Karen A. Blake
Notary Public

My Commission Expires:

Oct. 27, 2017

EXHIBIT "B"
PLATS AND PLANS





Chapel Pointe Condominium Unit Build Out

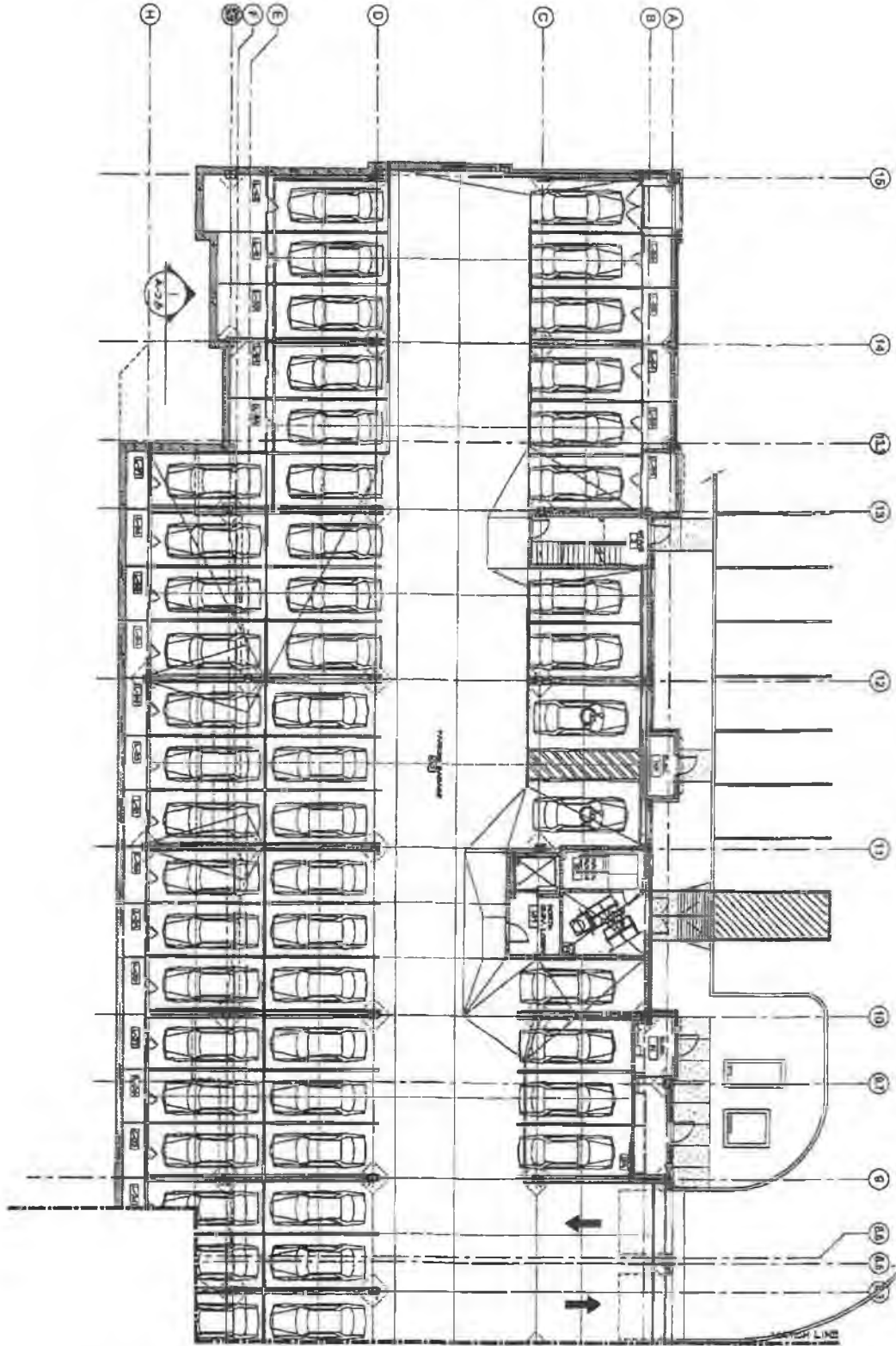
Chapel Pointe Condominium, LP
 1965 Waddle Road
 State College, PA 16803



Project Number: 144
 Date: 05/21/2011

- KEY
- Common Area
 - Limited Common Area
 - Unit Area

Ground Floor - South
 Unit Identification
 & Boundaries
 PL-1.0a



- ES1
- Common Area
- Limited Common Area
- Unit Area

Ground Floor - North
 Unit Identification
 & Boundaries
 PL-1.0b

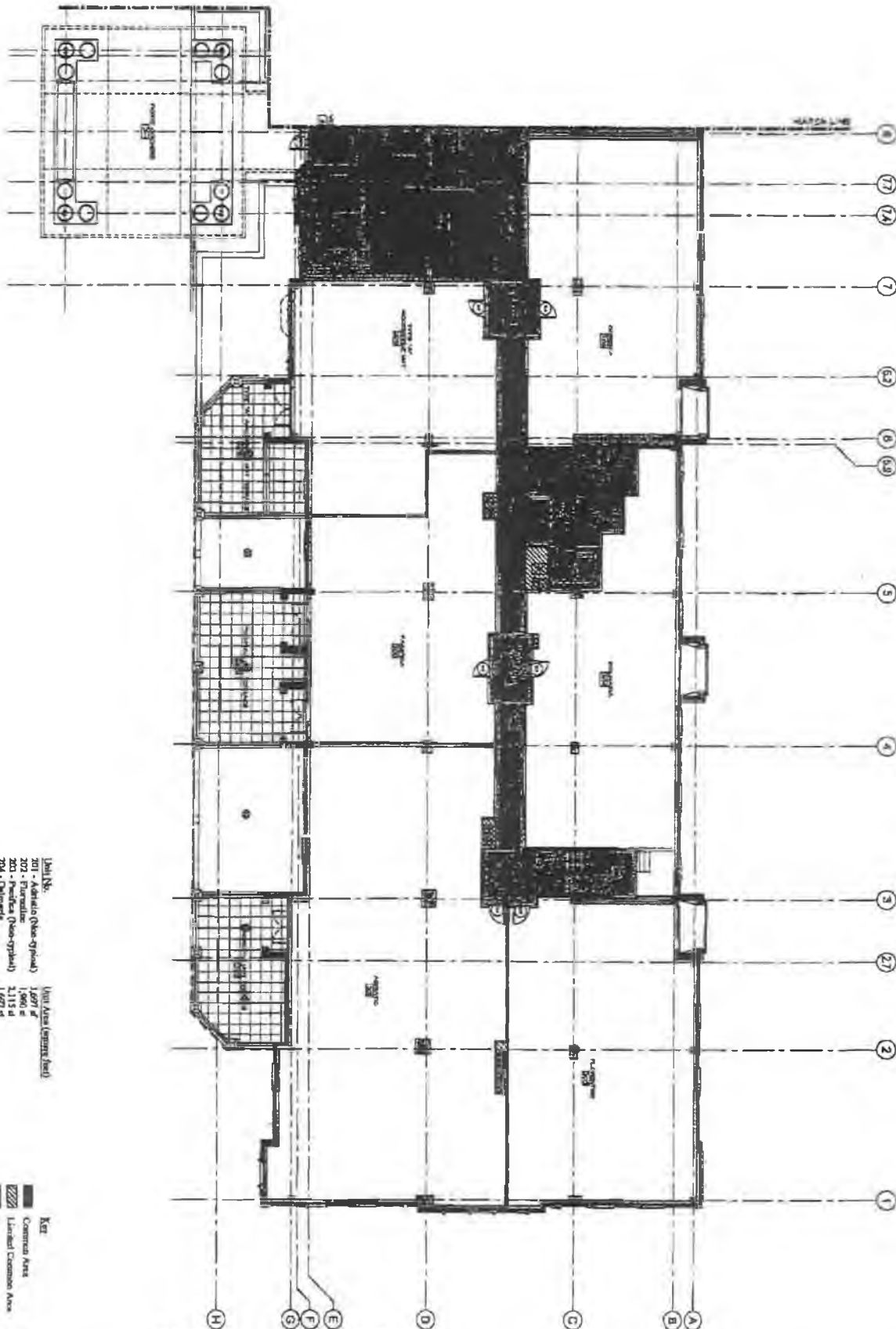
Project Name: Chapel Pointe Condominium, LP
 Project Number: 1565
 Date: 02/20/2018



Architect
 Association
 Architects

Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
 1965 Waddle Road
 State College, PA 16803



Unit No.

201 - Adirondic (Open-Grind)	1,697 sq ft
202 - Furuvallie	1,960 sq ft
203 - Pineska (Open-Grind)	2,115 sq ft
204 - Chiswick	1,697 sq ft
205 - Type "A" Acornshale	1,714 sq ft
206 - Cornelia	1,741 sq ft

Unit Area (Common Area)

1,697 sq ft
1,960 sq ft
2,115 sq ft
1,697 sq ft
1,714 sq ft
1,741 sq ft

KEY

	Common Area
	Unit Common Area
	Unit Area

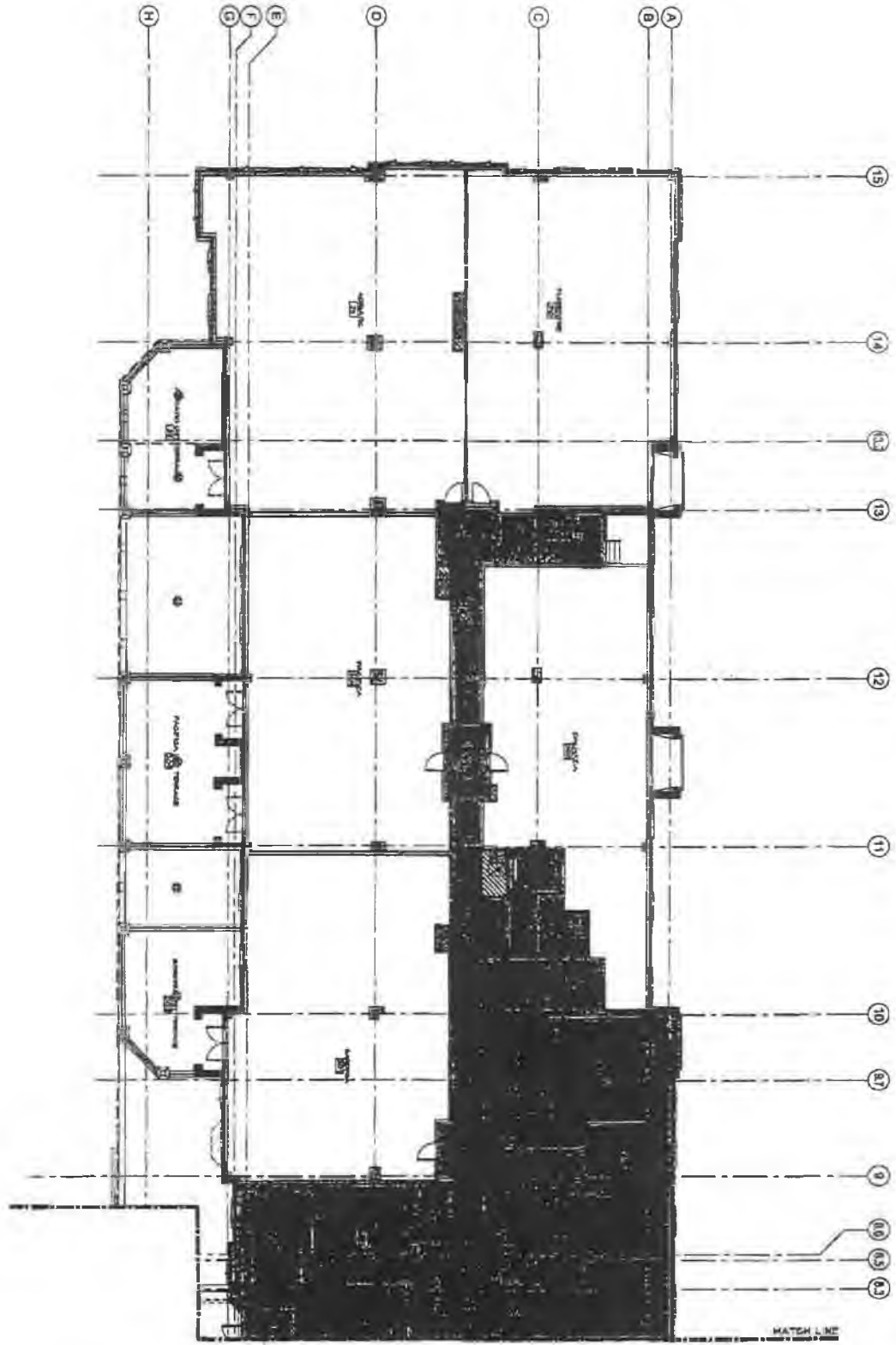
Main Floor - South
Unit Identification
& Boundaries
PL-1.10

Architect
1100
482-1240



Chapel Pointe at Chapel Harbor Condominium Residences

Chapel Pointe Condominiums Limited Partnership
1965 Waddle Road
State College, PA 16803



Unit No.

211 - Advance
210 - Riverside
208 - Parkside
207 - Cherrilee

Unit Area, square feet

2,773 sf
1,981 sf
2,492 sf
1,705 sf
2,390 sf

KEY

	Common Area
	United Common Area
	Unit Area

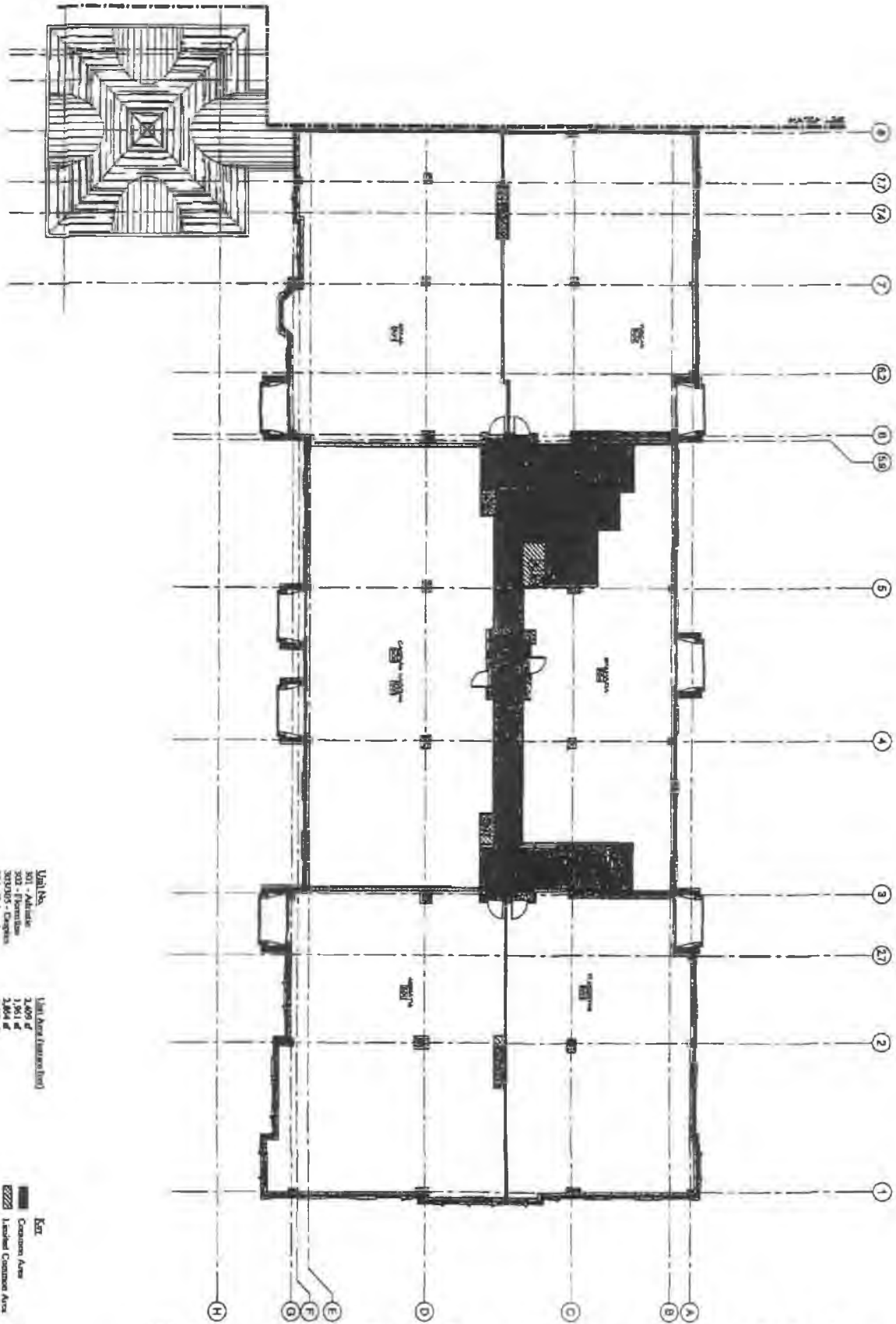
Architect: **PL-11b**
 Main Floor - North
 Unit Number: 1108
 M. Boardman

Project Name: 1108
 Date: 10/20/11



Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
 1965 Waddle Road
 State College, PA 16803



Unit No.	Unit Area (Square Feet)
301 - Studio	2,486 sq. ft.
302 - Studio	1,961 sq. ft.
303 - Studio	2,484 sq. ft.
304 - Deluxe	1,997 sq. ft.
305 - Corner	1,997 sq. ft.
307 - Penthouse	2,200 sq. ft.

KEY

- Common Area
- Limited Common Area
- Unit Area

Second Floor - South
 Unit Identification
 & Boundaries
 PL-1.20

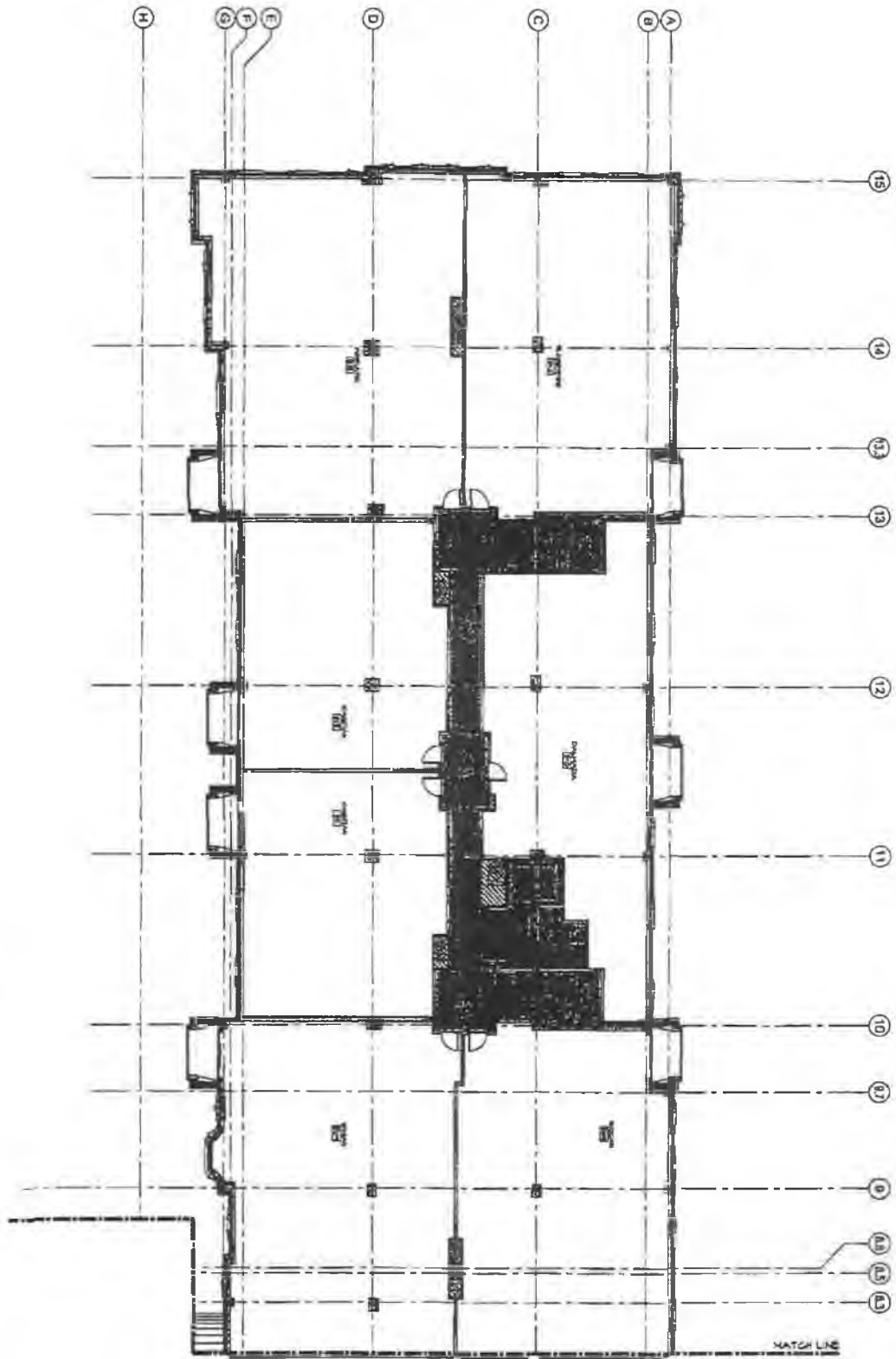
Project Name: Chapel Pointe at Chapel Harbor
 Project No.: 1965 Waddle Road
 Date: 08/28/2013
 Scale: 1/8" = 1'-0"



Hydrex
 Mechanical
 Architects

Chapel Pointe at Chapel Harbor Condominium Residences

Chapel Pointe Condominiums Limited Partnership
 1965 Waddle Road
 State College, PA 16803



Unit No.
 315 - Studio
 313 - Condo
 312 - Condo
 311 - Condo
 310 - Condo
 309 - Condo
 308 - Condo

Unit Area (approx. sq. ft.)
 2,405 sf
 1,440 sf
 1,361 sf
 1,440 sf
 1,706 sf
 2,255 sf
 1,803 sf

Key

 Common Area
 Limited Common Area
 Unit Area

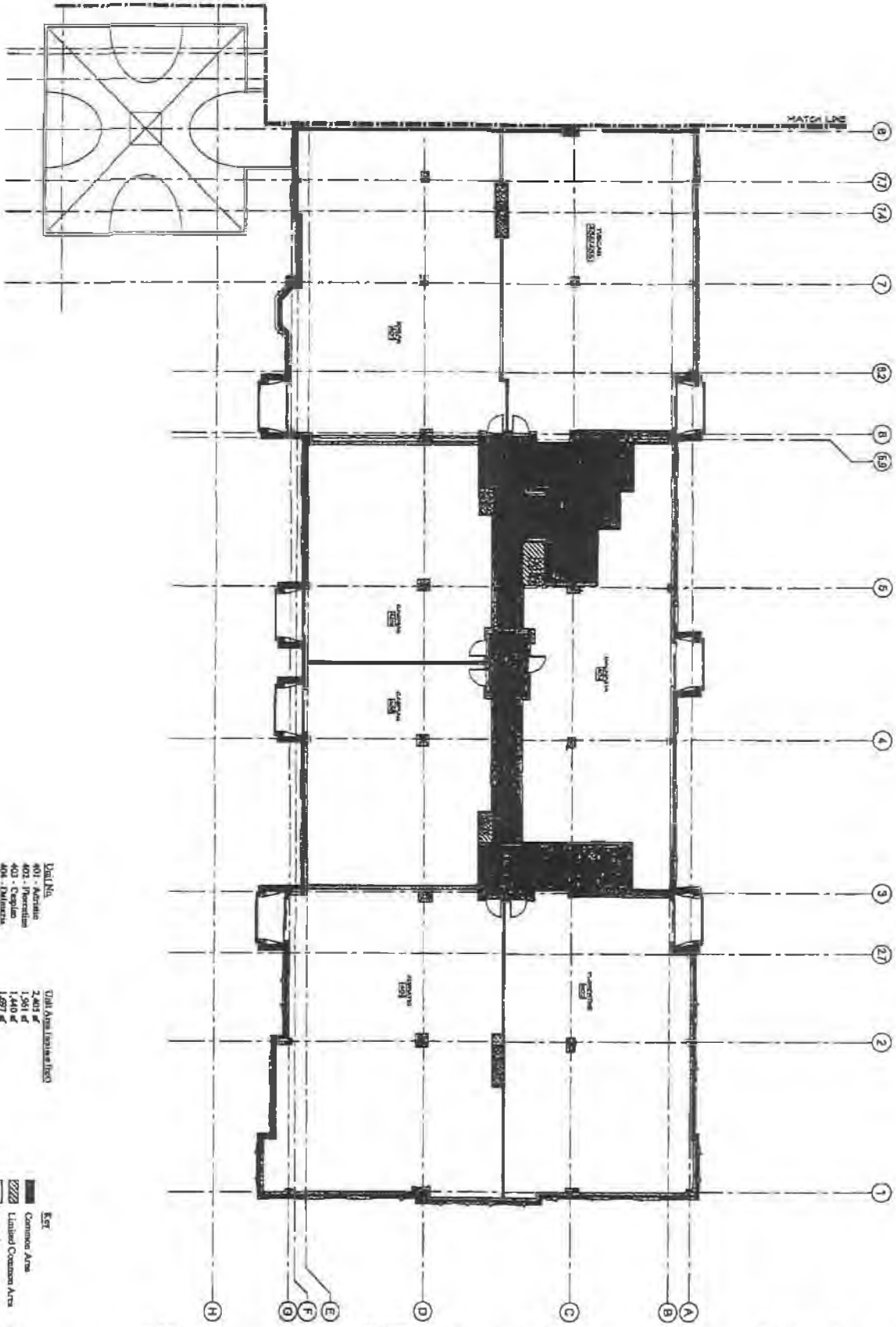
Second Floor - North
 Unit Identification
 & Boundaries
 PL-1.2b

Scale: 1/8" = 1'-0"
 Date: 11/11/03
 Drawn: [Name]
 Checked: [Name]



Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
 1965 Waddle Road
 State College, PA 16803



Unit No.
401 - Acrotile
402 - Percepsium
403 - Cephalon
404 - Diaphragma
405 - Cephalon
406 - Diaphragma
407 - Percepsium

Unit Area (sq. ft.)
2,403
1,981
1,440
1,697
1,607
2,708
2,283

Common Area
 Limited Common Area
 Unit Area

Third Floor - South
 Unit Numbers
 & Boundaries
PL-1.3a

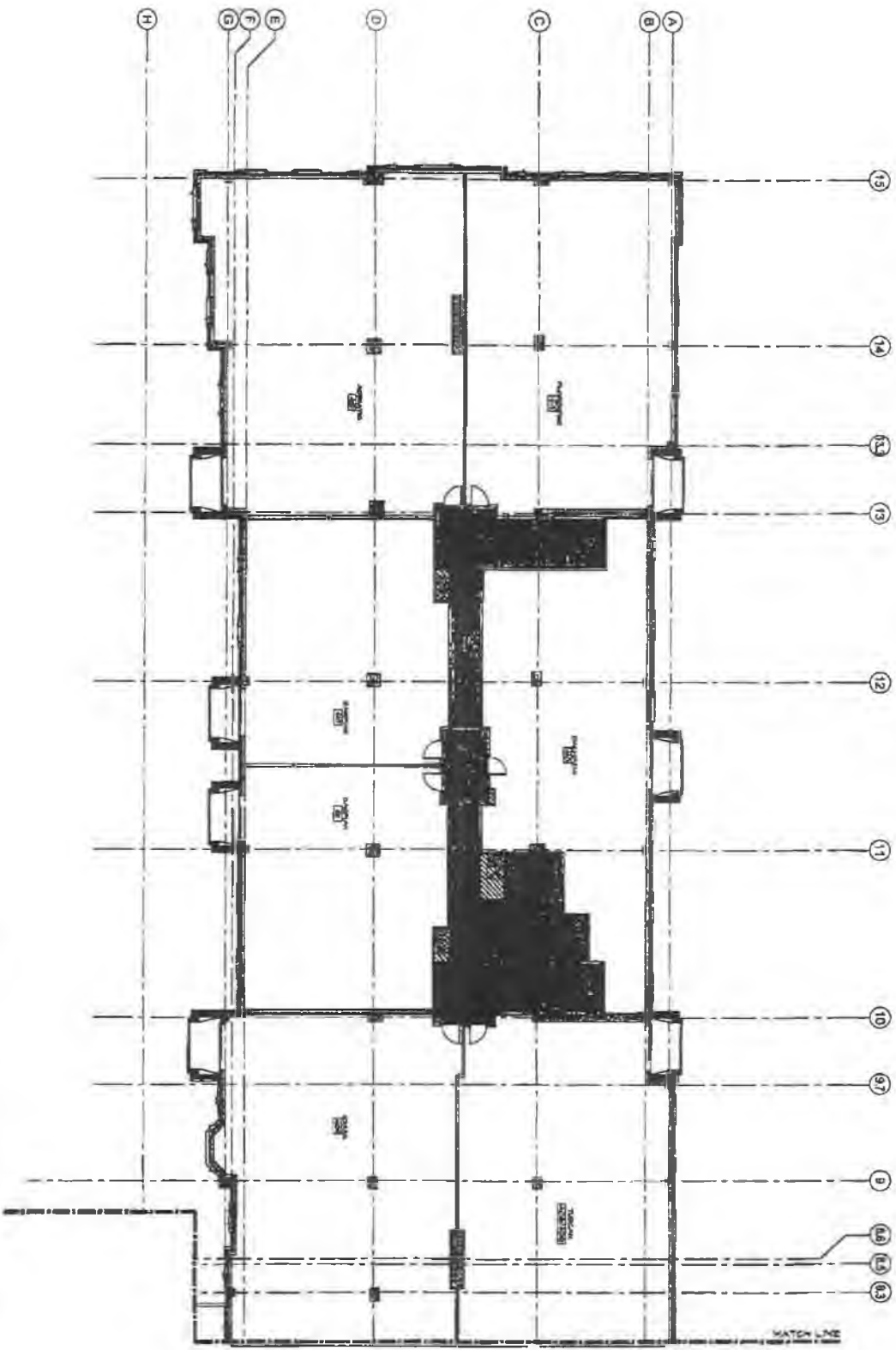
Project Number: 1110
 Date: 06/20/2013
 Scale: AS SHOWN



Indefinite
 Architectural
 Association

Chapel Pointe at Chapel Harbor Condominium Residences

Chapel Pointe Condominiums Limited Partnership
 1965 Woddie Road
 State College, PA 16803



Unit No.
 413 - Adirondic
 412 - Caplan
 414 - Fendrick
 415 - D'Amico
 409 - Louder
 408/407 - Tremain

Unit Area (Expend Area)
 2,005 sf
 1,640 sf
 1,581 sf
 1,708 sf
 2,245 sf
 See P.L. 134

KEY
 [Hatched Box] Common Area
 [Dotted Box] Limited Common Area
 [White Box] Unit Area

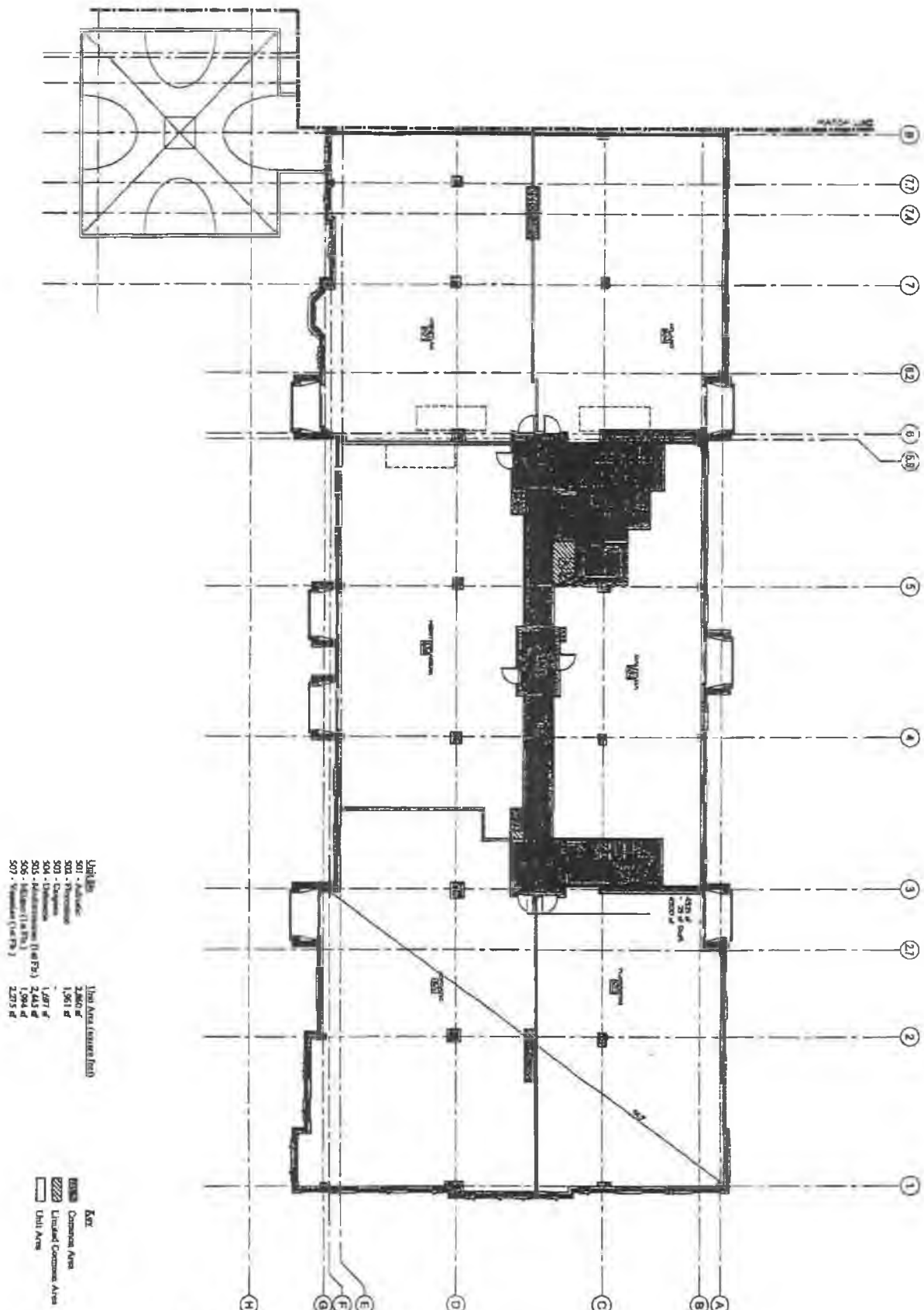
Total Floor - Ninth
 Unit Identification
 & Boundaries
 PL-1.36

Scale: 1/8" = 1'-0"
 Date: 02/24/77
 No. 45312



Chapel Pointe at Chapel Harbor Condominium Residences

Chapel Pointe Condominiums Limited Partnership
 1965 Waddle Road
 State College, PA 16803



Unit No.	Unit Area (Square Feet)
501 - Atlantic	2,860 sf
502 - Plymouth	1,961 sf
503 - Clayton	1,987 sf
504 - Delaware	2,664 sf
505 - Washington (1475)	2,664 sf
507 - Vermont (1475)	2,275 sf

Key

- Common Area
- Limited Common Area
- Unit Area

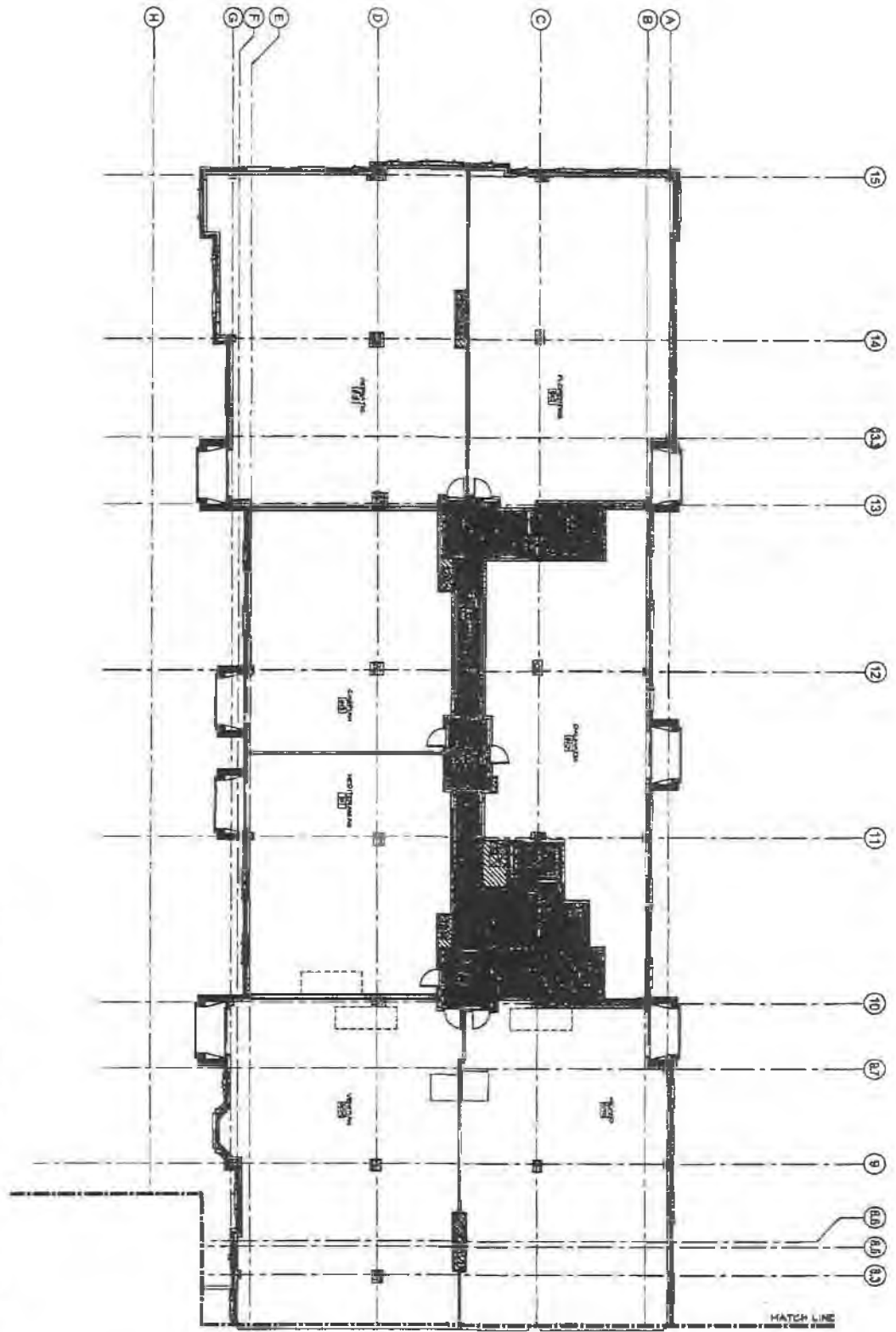
PL-1.4a



Chapel Pointe at Chapel Harbor Condominium Residences

Chapel Pointe Condominiums Limited Partnership
1965 Waddle Road
State College, PA 16803

17 (R) 1-0-Civil-DWG.dwg, 202209 2 1/2 10 1/2, DWG 1:1 (R) 15



Unit No.	Unit Area (Square Feet)
508 - Adelaide	2,425 sf
512 - Cooper	1,460 sf
511 - Rochester	1,500 sf
510 - Duxbury (1st Flr)	1,706 sf
509 - Versant (1st Flr)	2,200 sf
508 - Milano (1st Flr)	1,862 sf

- KEY**
- Common Area
 - Limited Common Area
 - Unit Area

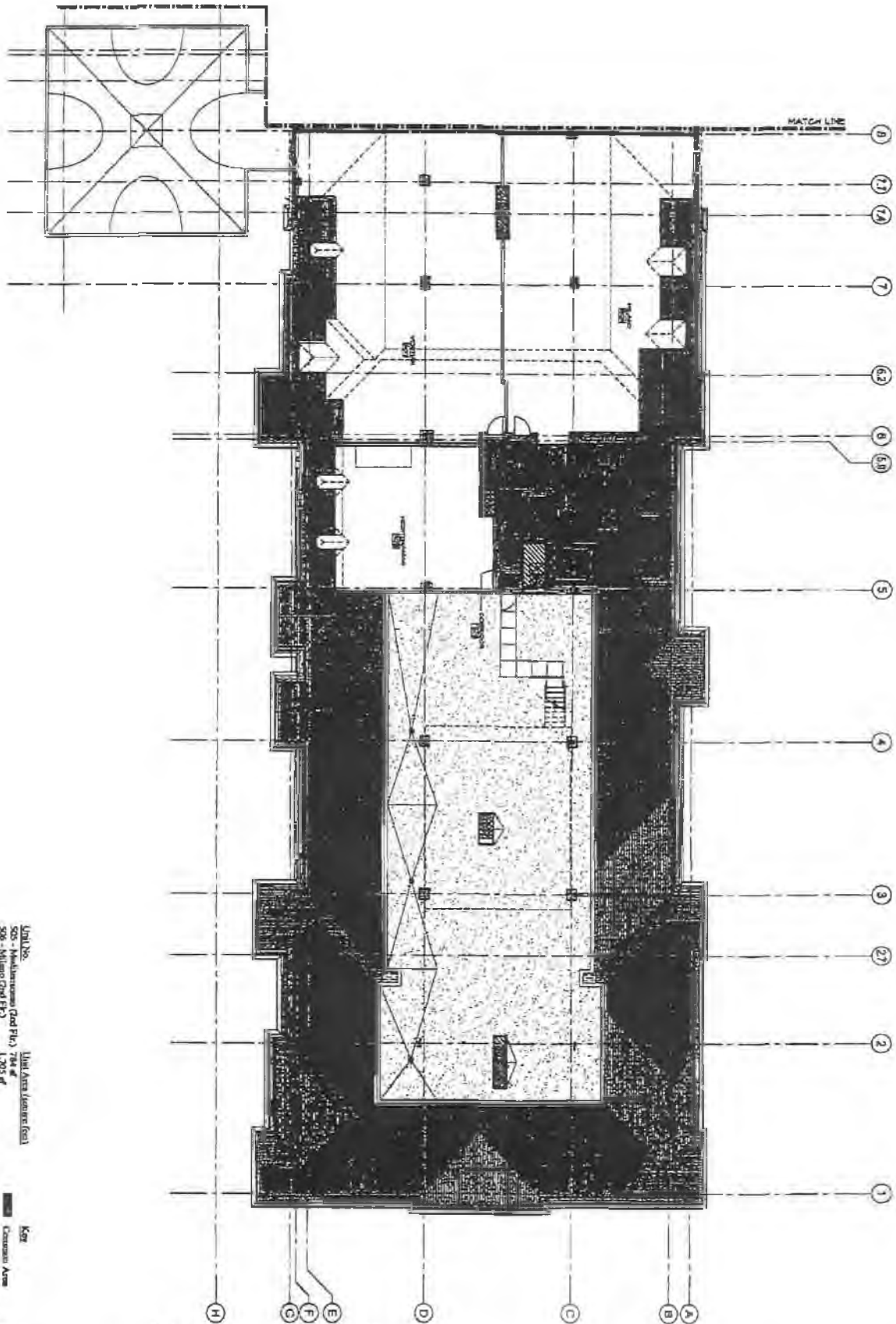
Fourth Floor - North
 A. Board/Office
PL-1.4b

Project Name: Chapel Pointe Condominium
 Project Number: 1100
 Date: 08/20/22
 Drawn: EBR/BJT



Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
 1765 Waddle Road
 State College, PA 16803



Unit No. Unit Area (square feet)
 505 - Manhattan (Grid Pk.) 784 sf
 506 - Milano (Grid Pk.) 1,705 sf
 507 - Venezia (Grid Pk.) 1,297 sf

Key
 Common Area
 Limited Common Area
 Unit Area

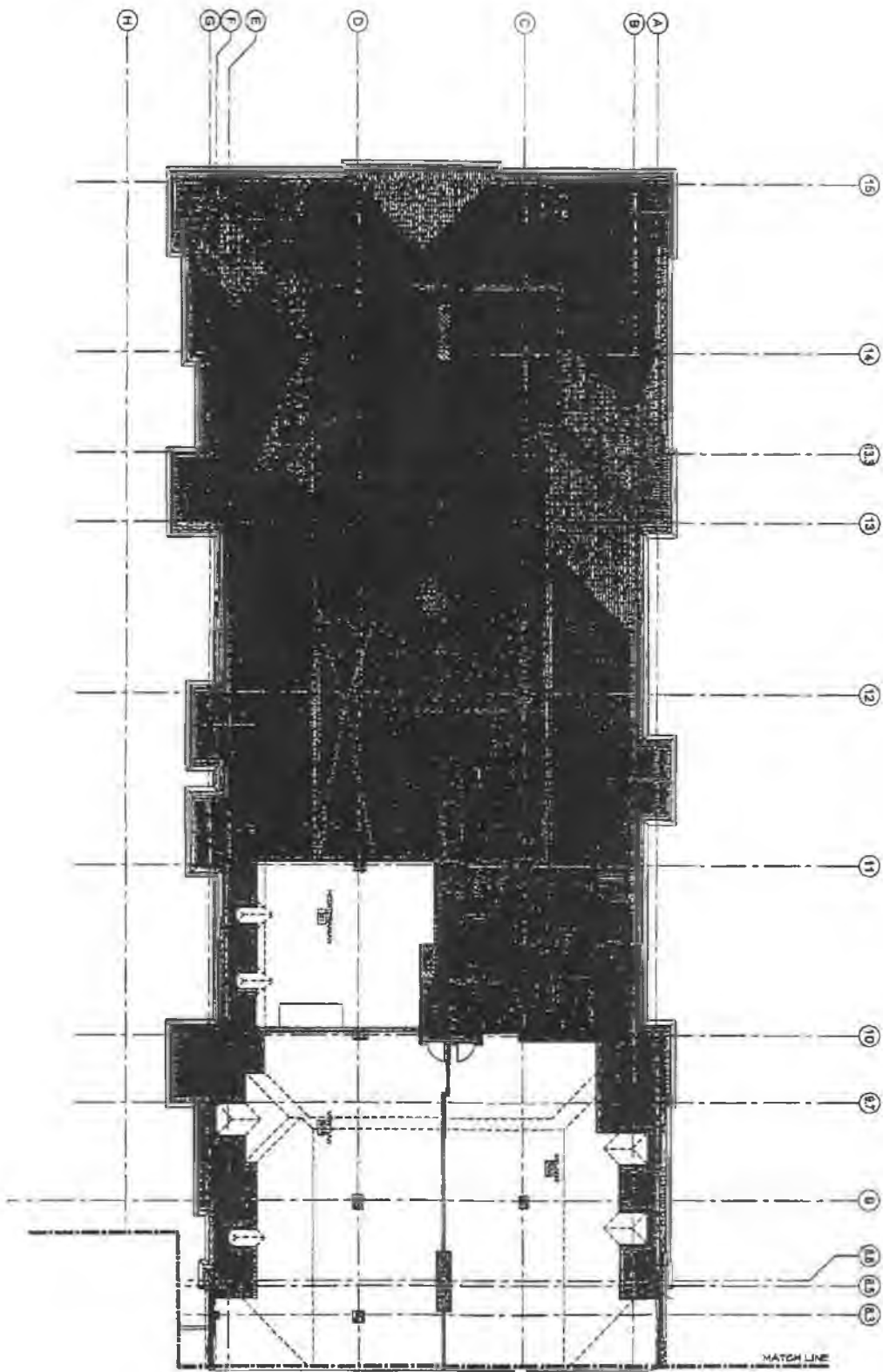
Unit Floor - South
 Unit Identification
 & Numbering
 PL-1.5a

APPROVED FOR THE CITY OF STATE COLLEGE
 COMMUNITY DEVELOPMENT DEPARTMENT
 DATE: 11/11/11
 BY: [Signature]



Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
 1965 Waddle Road
 State College, PA 16803



Unit No. 311 - Bedroom (Ord Fr.) 812 sq ft
 2 - Bath (Ord Fr.) 175 sq ft
 208 - Utility (Ord Fr.) 129 sq ft

Unit Area (square feet)
 Common Area
 Unit Area

PL-1.5b
 Unit Identification & Boundary

Project Name: Chapel Pointe Condominium
 Project No.: 1565
 Date: 08/20/2013



Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
 1965 Waddle Road
 State College, PA 16803

Exhibit "C"

Percentage Interests

Unit Number	Unit Area in Square Feet	Percentage Interest
201	3,697	3.30%
202	1,960	1.75%
203	2,115	1.89%
204	1,697	1.51%
205	1,714	1.53%
206	1,741	1.55%
207	2,396	2.14%
208	1,706	1.52%
209	2,449	2.18%
210	1,961	1.75%
211	2,778	2.48%
301	2,409	2.15%
302	1,961	1.75%
303/305	2,864	2.55%
304	1,697	1.51%
306	1,993	1.78%
307	2,280	2.03%
308	1,983	1.77%
309	2,245	2.00%
310	1,706	1.52%
311	1,440	1.28%
312	1,961	1.75%
313	1,440	1.28%
315	2,405	2.14%
401	2,405	2.14%
402	1,961	1.75%
403	1,440	1.28%
404	1,697	1.51%
405	1,407	1.25%
406/408	3,976	3.54%
407	2,280	2.03%
409	2,245	2.00%
410	1,706	1.52%
411	1,440	1.28%
412	1,961	1.75%
413	1,440	1.28%
415	2,405	2.14%
501	2,860	2.55%
502	1,961	1.75%
504	1,697	1.51%
505/605	3,229	2.88%
506/606	3,699	3.30%
507/607	4,202	3.75%
508/608	3,674	3.27%
509/609	4,138	3.69%
510	1,706	1.52%
511/611	2,253	2.01%
512	1,960	1.75%
513	1,440	1.28%
515	2,405	2.14%
Total	112,185	100.00%



60 2017 00033520

Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2017-33520

BK-DE VL-16992 PG-480

Recorded On: October 26, 2017 As-Deed Agreement

Parties: CHAPEL POINTE AT CHAPEL HARBOR CONDO ASN

To CHAPEL POINTE AT CHAPEL HARBOR CONDO ASN

of Pages: 18

Comment: DECLARATION CONDO

***** THIS IS NOT A BILL *****

Deed Agreement	162.00
	0
	0
Total:	162.00

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No
NOT A DEED OF TRANSFER

EXEMPT

Value

Certified On/By-> 10-26-2017 / Belinda Gibbs

NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA
****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2017-33520
Receipt Number: 3327912
Recorded Date/Time: October 26, 2017 02:39:08P
Book-Vol/Pg: BK-DE VL-16992 PG-480
User / Station: T Greil - Cash Super 05

DAVID WHITE
BABST CALLAND
TWO GATEWAY CENTER 603 STANWIX ST
PITTSBURGH PA 15222



Jerry Tyskiewicz
Jerry Tyskiewicz, Director
Rich Fitzgerald, County Executive

299908 DRE Certified
26-Oct-2017 02:14PM Int By: Belinda Gibbs

17

**SIXTH AMENDMENT OF DECLARATION OF CONDOMINIUM
OF CHAPEL POINTE AT CHAPEL HARBOR CONDOMINIUM
FORMERLY KNOWN AS MARBELLA AT CHAPEL HARBOR CONDOMINIUMS**

THIS SIXTH AMENDMENT OF DECLARATION OF CONDOMINIUM (the "Amendment") is made this 25th day of September, 2017, by Chapel Pointe at Chapel Harbor Condominium Association, a Pennsylvania non-profit corporation, formerly known as Marbella at Chapel Harbor Condominium Association (the "Association"), governing Chapel Pointe at Chapel Harbor Condominium, formerly known as Marbella at Chapel Harbor Condominium, situate in the Township of O'Hara, County of Allegheny, and Commonwealth of Pennsylvania (the "Condominium"),

WHEREAS, the former declarant of the Condominium executed and caused to be filed the Declaration of Condominium of Marbella at Chapel Harbor Condominium, dated December 1, 2006 and recorded on December 12, 2006 in the Recorder of Deeds Office of Allegheny County, Pennsylvania, at Deed Book Volume 13085, Page 1, as amended by the Amendment of Declaration of Condominium of Marbella at Chapel Harbor Condominium, dated September 12, 2008 and recorded on September 16, 2008 in the Recorder of Deeds Office of Allegheny County, Pennsylvania, at Deed Book Volume 13734, Page 90, as further amended by Second Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated May 10, 2012 and recorded May 16, 2012 in Deed Book Volume 14890, Page 108, as further amended by Third Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated January 7, 2013 and recorded January 17, 2013 in Deed Book Volume 15130, Page 98, as further amended by Fourth Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated May 12, 2014 and recorded June 4, 2014 in Deed Book Volume 15621, page 203, and most recently amended by Fifth Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated January 13, 2017 and recorded January 19, 2017 in Deed Book Volume 16672, page 313 (as so amended, the "Declaration");

WHEREAS, pursuant to Article VI of the Declaration, the Declaration may be amended in accordance with the procedures specified in the Pennsylvania Uniform Condominium Act, 68 Pa. Consol. Stat. Ann. §§ 3101 et seq. (the "Act");

WHEREAS, pursuant to Section 3219 of the Act and Article VI of the Declaration, the Declaration may be amended by the affirmative vote of sixty-seven percent (67%) of the Unit Owners of the Condominium;

WHEREAS, the Unit Owners have, by affirmative vote equal to or greater than sixty-seven percent (67%) of the Unit Owners, elected to amend the Declaration in a manner more fully described below; and

WHEREAS, the Unit Owners have authorized the President, Vice President/Treasurer, and/or Secretary of the Association to file this Amendment to the Declaration on their behalf.


NOW THEREFORE, the Declaration is hereby amended as follows:

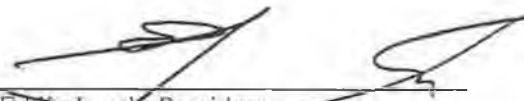
1. Exhibit "B" (Plats and Plans) of the Declaration is hereby deleted and replaced with the document attached hereto as "Exhibit B" (Plats and Plans).
2. Exhibit "C" (Percentage Interests) of the Declaration is hereby deleted and replaced with the document attached hereto as "Exhibit C" (Percentage Interests).
3. Units 512 and 512 were redesigned so that Unit 512 is now 2,240 square feet and Unit 515 is now 2,125 square feet. The percentage ownership interests are as follows: Unit 512 is 2.00% and Unit 515 is 1.89%. The above described changes are reflected on the architectural renderings of Unit 512 and Unit 515 attached hereto in Exhibit B.
4. All capitalized terms not defined herein shall have the same meaning as is given to such terms in the Declaration.
5. In all other respects, the Declaration is hereby affirmed and ratified, and acknowledged to be in full force and effect.

WITNESS the due execution hereof this 25th day of September, 2017.

ATTEST:

Chapel Pointe at Chapel Harbor
Condominium Association


Chris Rumery, Vice President

By: 
Eddie Lauth, President

COMMONWEALTH OF PENNSYLVANIA)

) ss:

COUNTY OF CENTRE)

On this, the 25th day of September, before me, the undersigned Notary Public, personally appeared the above named Eddie Lauth, known to me to be the President of Chapel Pointe at Chapel Harbor Condominium Association (the "Association"), a Pennsylvania nonprofit corporation, who acknowledged that he did sign said instrument for and on behalf of said Association, being thereunto duly authorized by said Association; that the same is his free act and deed and the free act and deed of said Association.

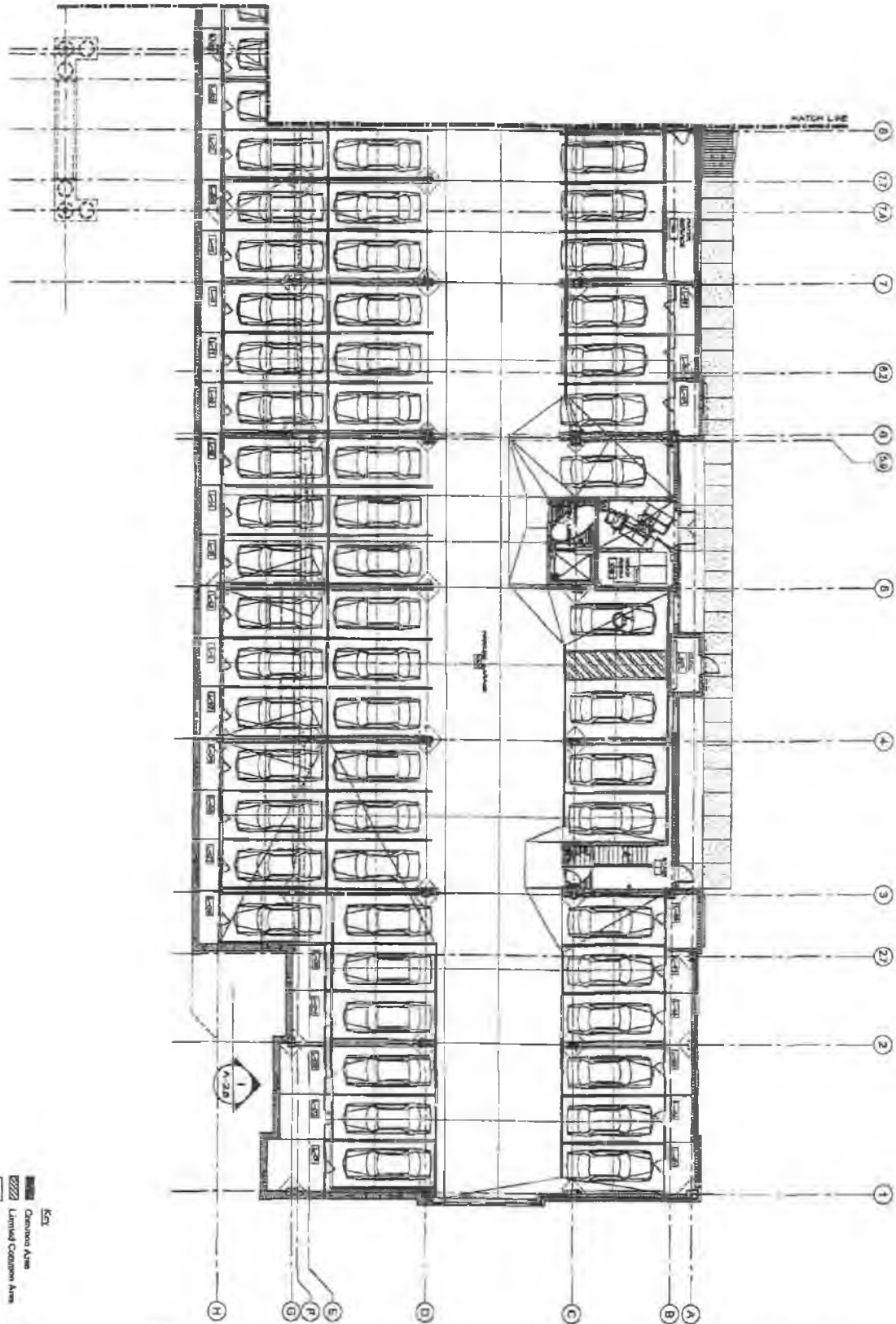
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Nancy H. Rush

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Nancy H. Rush, Notary Public
Patton Twp. Centre County
My Commission Expires Aug. 6, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



KEY

- Common Area
- Limited Common Area
- Unit Area

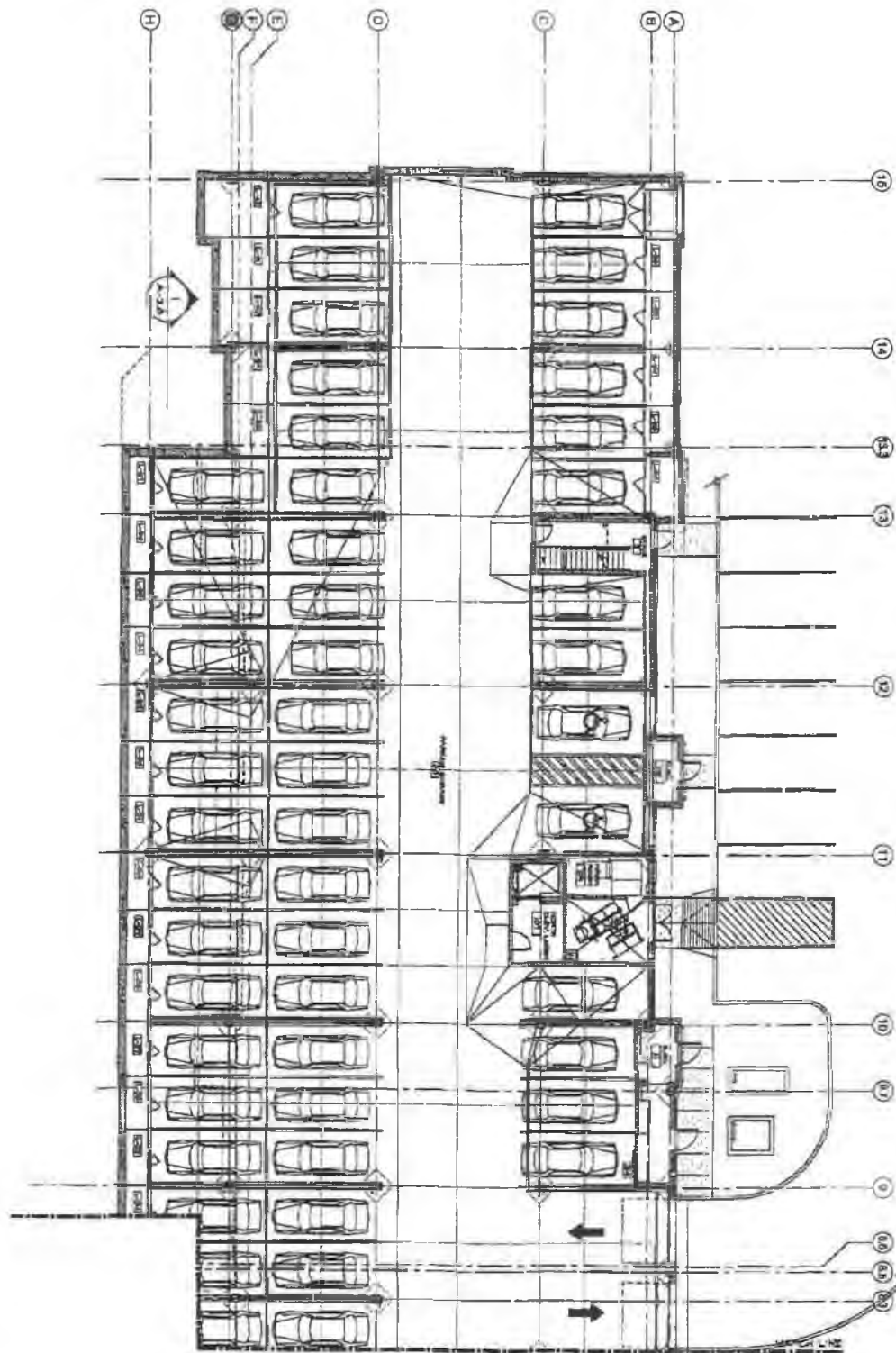
Checked/Approved/Sealed
 5/10/2011
 PL-1.0a

Scale: 1/4" = 1'-0"
 Date: 05/10/11



Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
 1965 Waddle Road
 State College, PA 16803



- 537 Common Area
- 538 Limited Common Area
- 539 Unit Area

General Floor - North
 Unit 101-102
 Unit 103-104
 Unit 105-106
 Unit 107-108
 Unit 109-110
 Unit 111-112
 Unit 113-114
 Unit 115-116
 Unit 117-118
 Unit 119-120
 Unit 121-122
 Unit 123-124
 Unit 125-126
 Unit 127-128
 Unit 129-130
 Unit 131-132
 Unit 133-134
 Unit 135-136
 Unit 137-138
 Unit 139-140
 Unit 141-142
 Unit 143-144
 Unit 145-146
 Unit 147-148
 Unit 149-150
 Unit 151-152
 Unit 153-154
 Unit 155-156
 Unit 157-158
 Unit 159-160
 Unit 161-162
 Unit 163-164
 Unit 165-166
 Unit 167-168
 Unit 169-170
 Unit 171-172
 Unit 173-174
 Unit 175-176
 Unit 177-178
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 Unit 181-182
 Unit 183-184
 Unit 185-186
 Unit 187-188
 Unit 189-190
 Unit 191-192
 Unit 193-194
 Unit 195-196
 Unit 197-198
 Unit 199-200
 Unit 201

PL-1.0b

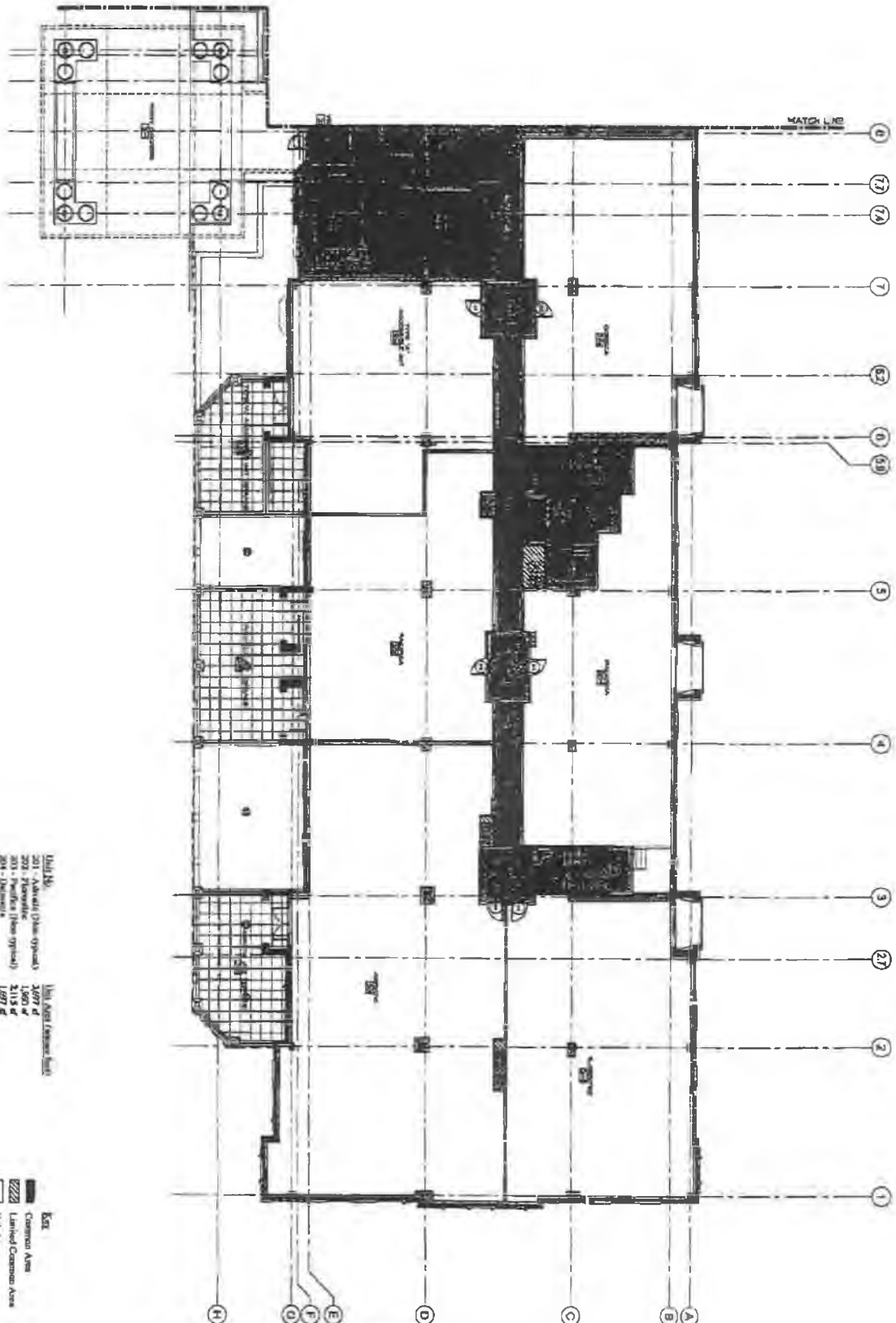


Project Name: 1965 Wadde Road
 Date: 11/14/14
 Scale: AS SHOWN
 Drawing No: 1965 WADDE RD UNIT BUILD OUT - FLOOR PLAN - NORTH



Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
 1965 Wadde Road
 State College, PA 16803



Unit No.	Unit Area (sq. ft.)	Unit Area (sq. ft.)
201 - Standard (Plan optional)	1,697 sf	1,697 sf
202 - Standard	1,697 sf	1,697 sf
203 - Pacific (Plan optional)	2,115 sf	2,115 sf
204 - Deluxe	1,977 sf	1,977 sf
205 - Type "A" Accessible	1,714 sf	1,714 sf
206 - Corner	1,741 sf	1,741 sf

KEY

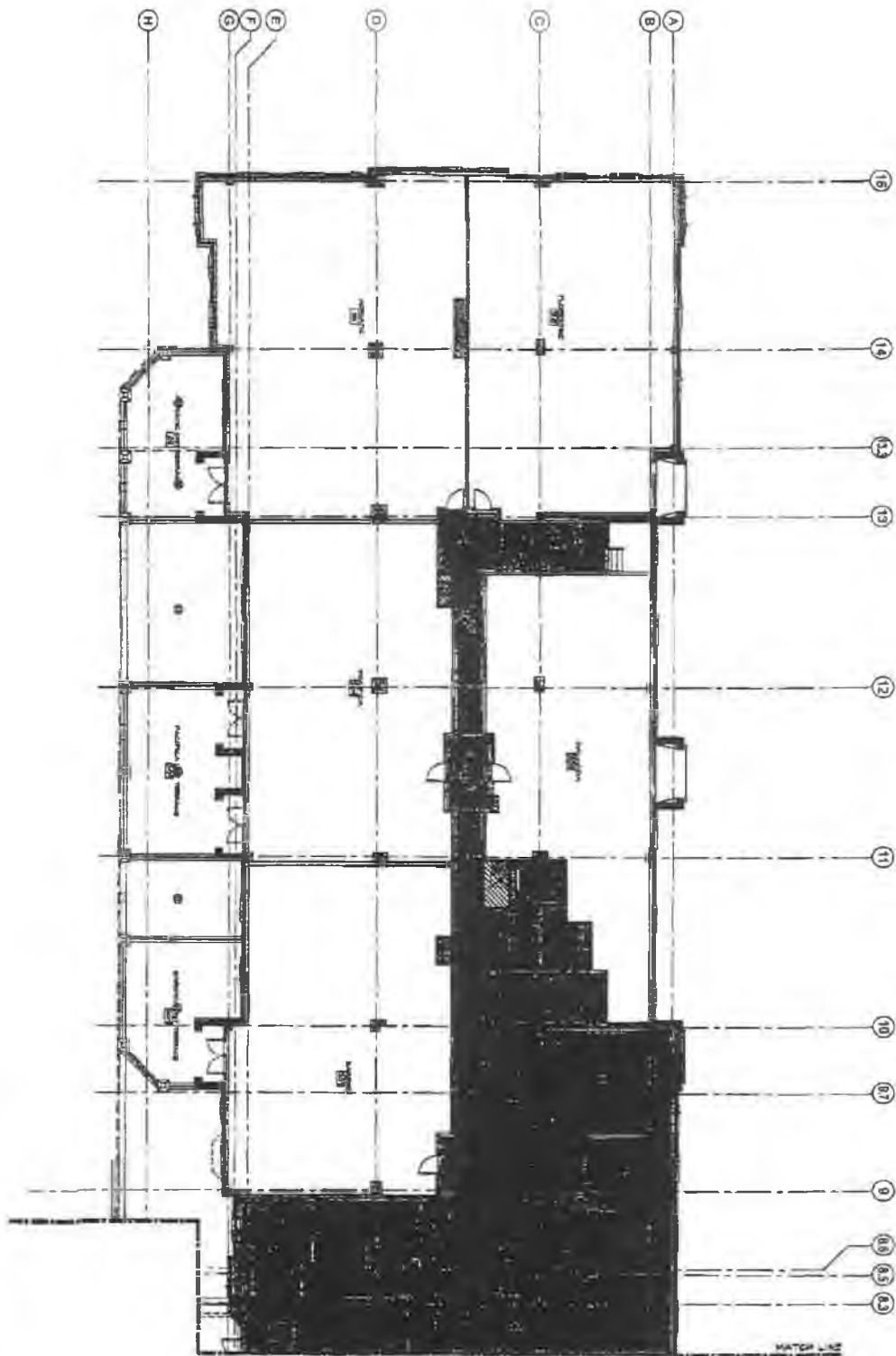
	Common Area
	Limited Common Area
	Unit Area

Architect: **PL-110**
 Multi-Phase - South
 Unit Identification
 & Boundaries



Chapel Pointe at Chapel Harbor Condominium Residences

Chapel Pointe Condominiums Limited Partnership
 1965 Waddle Road
 State College, PA 16803



Unit No.
 311 - Ardite
 310 - Tinseltan
 209 - Boudier
 207 - Boudier

Unit Area (square feet)
 2,778 sf
 1,991 sf
 2,449 sf
 1,706 sf
 2,780 sf

Key
 Common Area
 Limited Common Area
 Unit Area

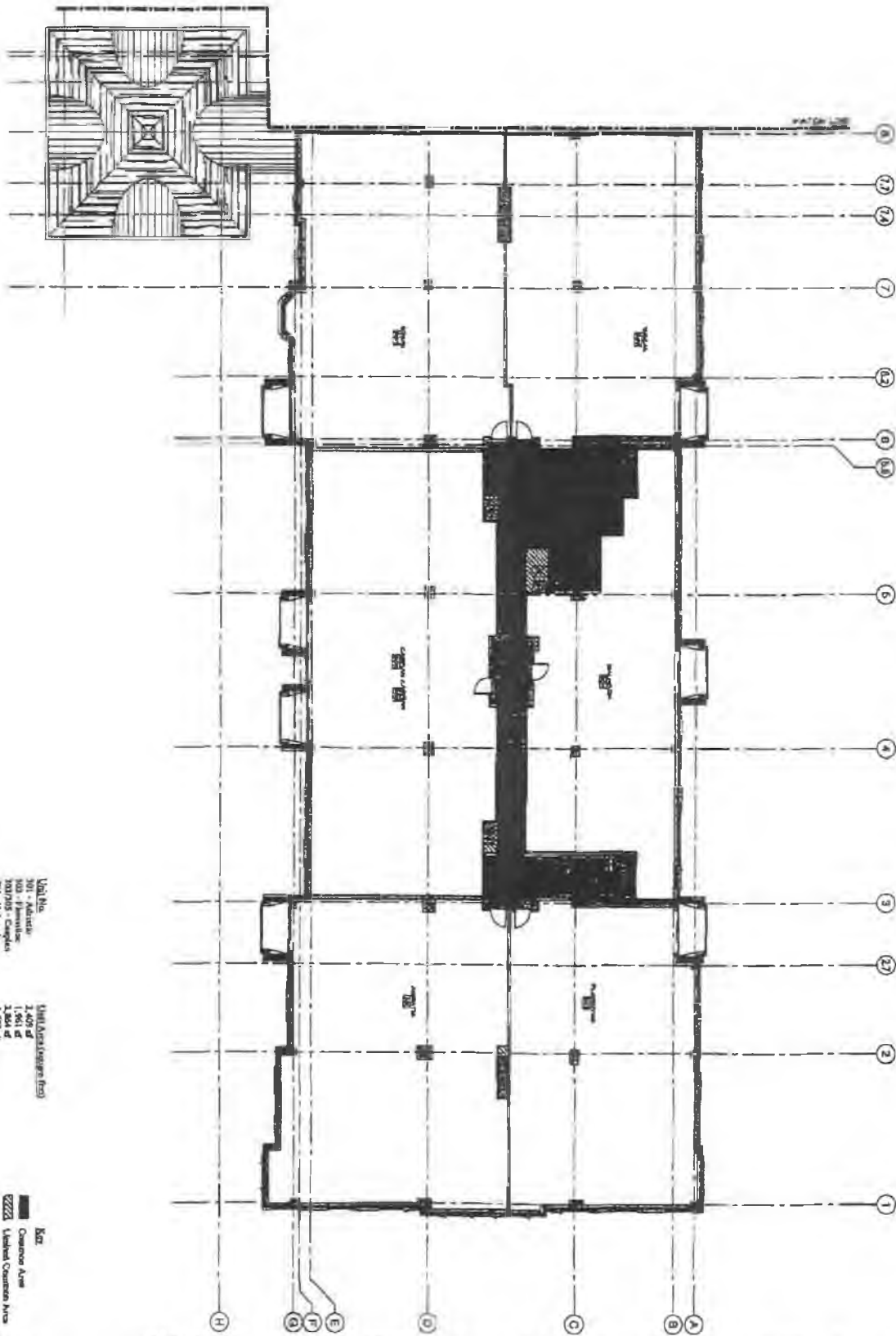
North Arrow - North
 Unit Area
 & Boundary
 Map No.
PL-1.1b

Scale: 1/8" = 1'-0"
 Date: 04/20/07



Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
 1965 Waddle Road
 State College, PA 16803



Unit No.
 301 - Admin.
 302 - Firework
 303/305 - Chapel
 304 - Terrace
 307 - Terrace

Unit Area (sq. ft.)
 1,405 sq.
 1,961 sq.
 2,864 sq.
 1,679 sq.
 2,381 sq.

Key
 ■ Common Area
 ▨ Unit Area
 □ Unit Area

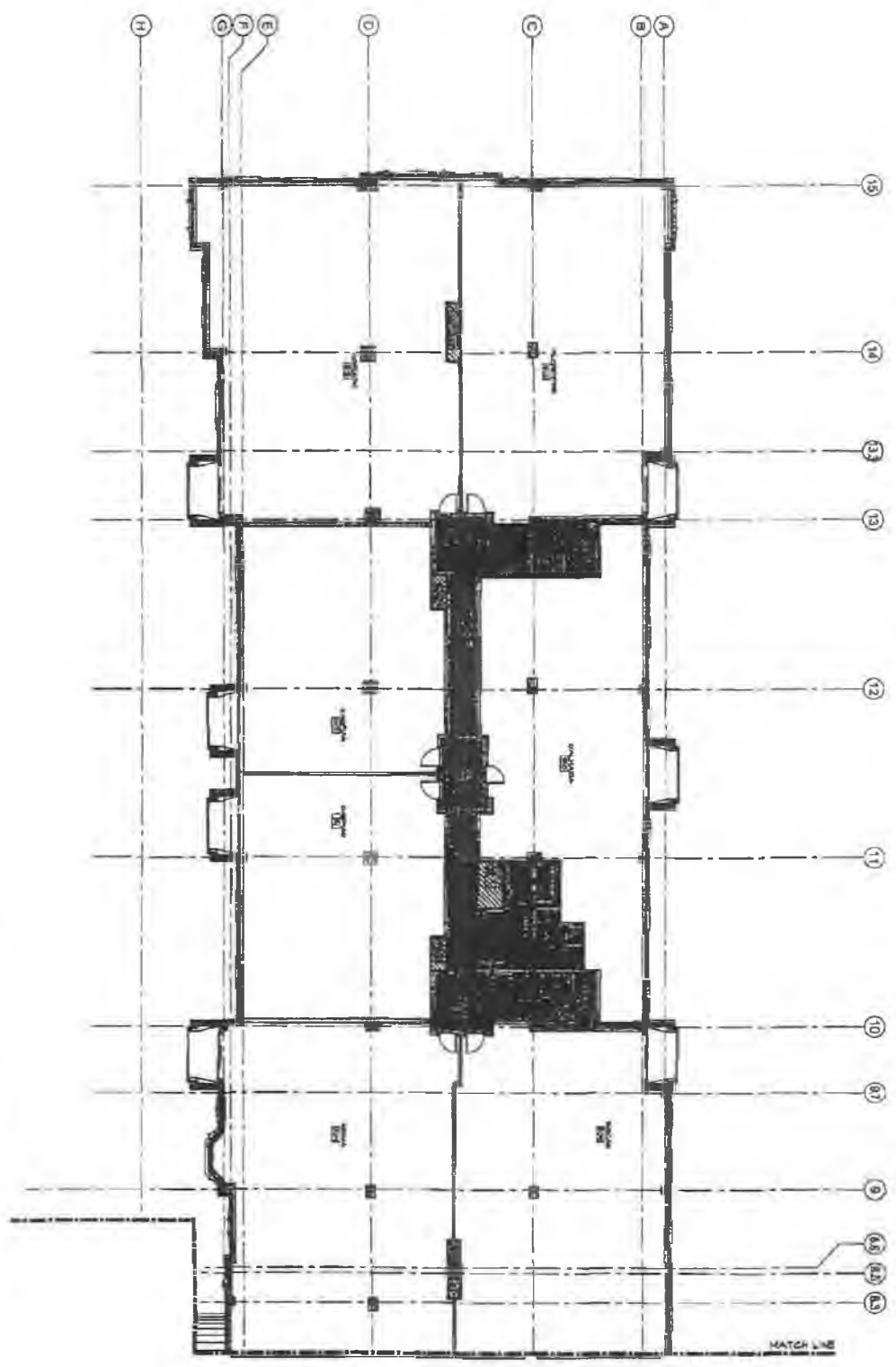
Project Name - South
 A Building
 PL-1.2a

Scale: 1/8" = 1'-0"
 Date: 05/24/2011



Chapel Pointe at Chapel Harbor Condominium Residences

Chapel Pointe Condominiums Limited Partnership
 1965 Waddle Road
 State College, PA 16803



- Unit No.
- 315 - Adelle
 - 313 - Carmen
 - 312 - Elizabeth
 - 311 - Captain
 - 310 - Dakota
 - 309 - Brian
 - 308 - Thomas

- Unit Area (sq ft)
- 2,600
 - 1,440
 - 1,361
 - 1,440
 - 1,700
 - 2,285
 - 1,363

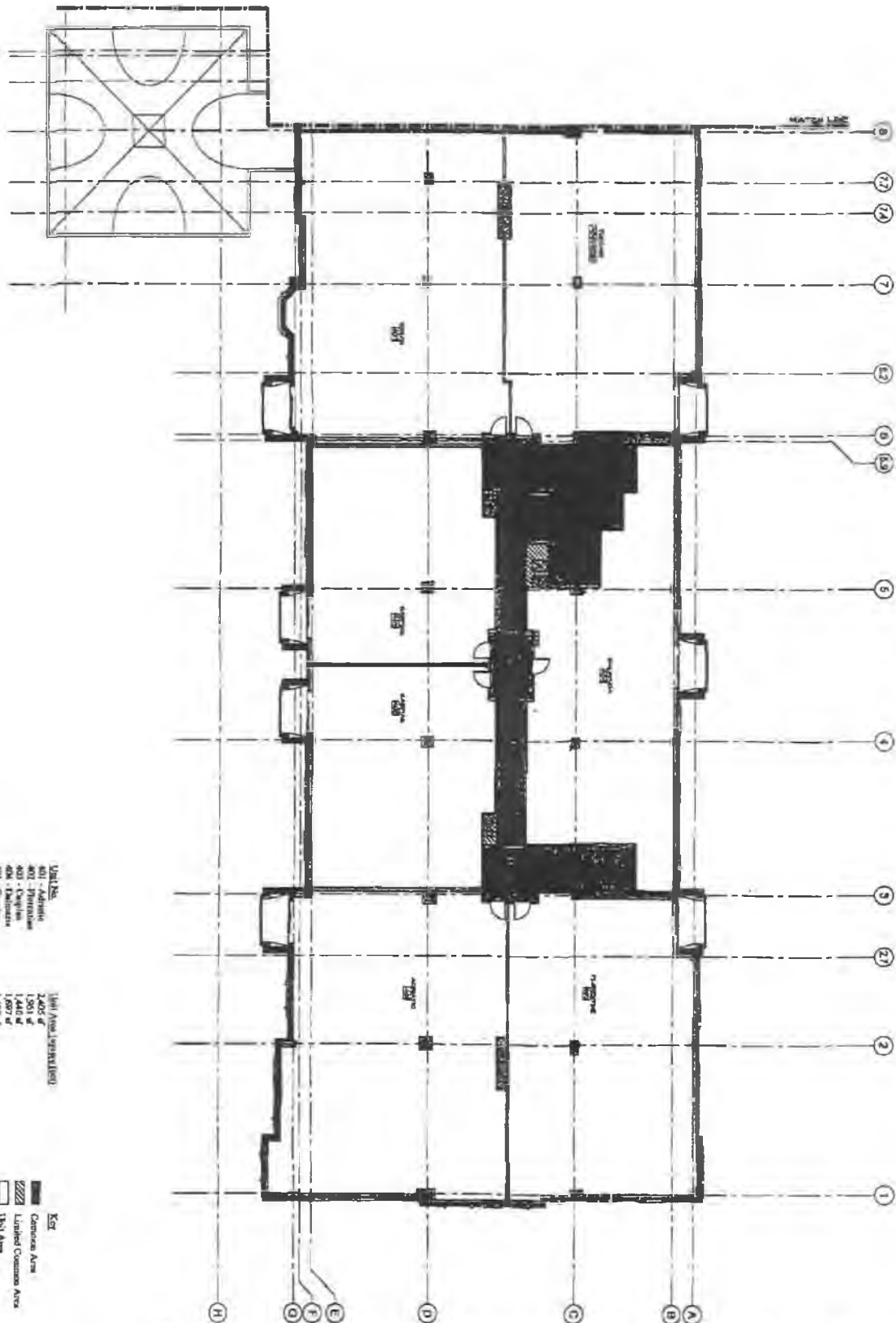
- Key
- Concrete Area
 - United Common Area
 - Unit Area

Special Note: North
 Unit Measurement
 & Boundary
 PL-1.2b



Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
 1965 Waddle Road
 State College, PA 16803



Unit No.

401 - Admin
402 - Penthouse
403 - Penthouse
404 - Penthouse
405 - Penthouse
406 - Penthouse
407 - Penthouse
408 - Penthouse
409 - Penthouse
410 - Penthouse
411 - Penthouse
412 - Penthouse
413 - Penthouse
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498 - Penthouse
499 - Penthouse
500 - Penthouse

Total Area (SQUARE FEET)

2,405 sf
1,561 sf
1,448 sf
1,697 sf
1,407 sf
1,412 sf
1,280 sf

KEY

Common Area
Unimproved Common Area
1501 Area

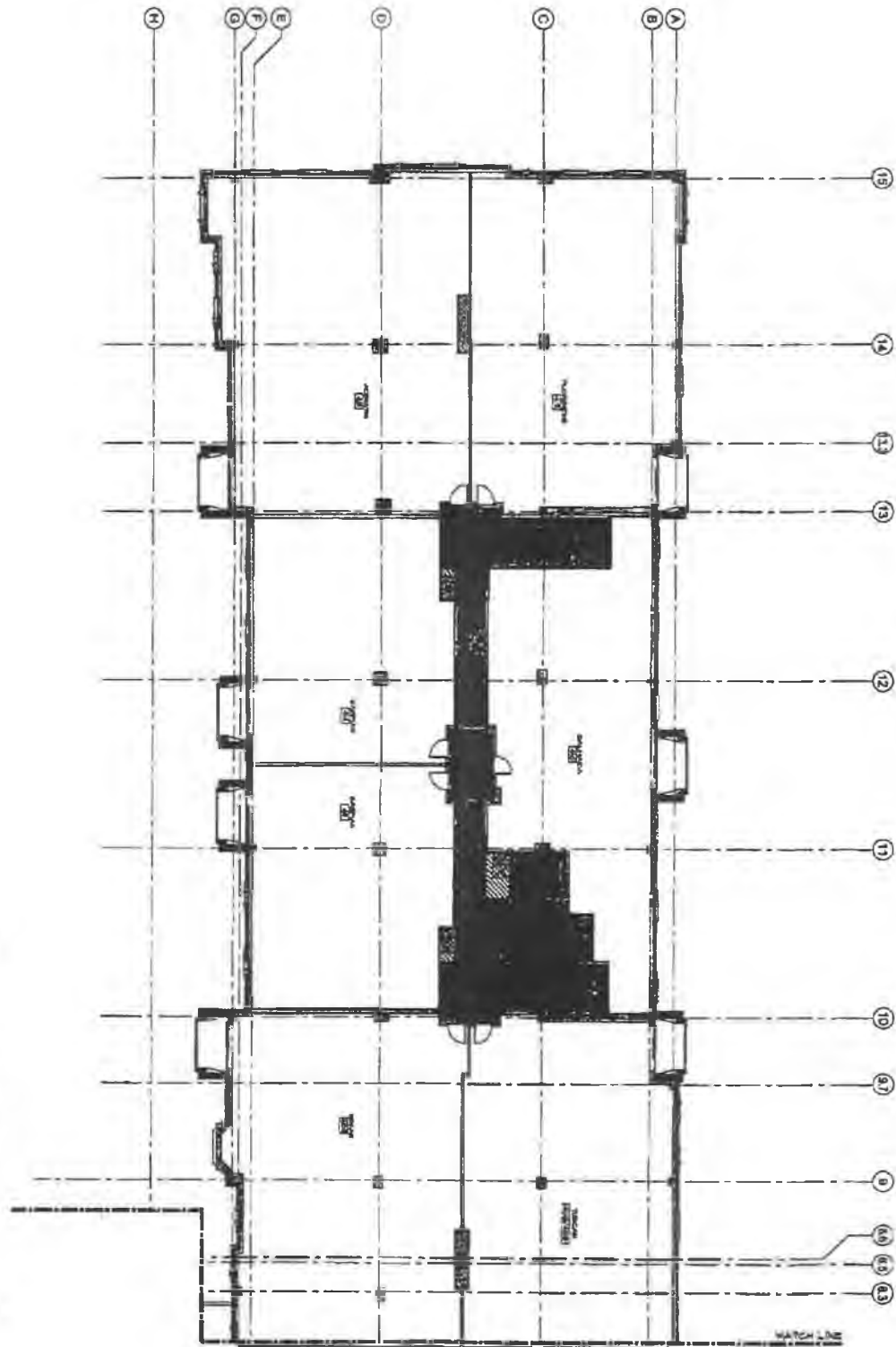
Third Floor - South
A-Boundaries
PL-1.3a

Project No. 11-11
Date 02/20/01
Scale 1/8" = 1'-0"



Chapel Pointe at Chapel Harbor Condominium Residences

Chapel Pointe Condominiums Limited Partnership
1965 Waddle Road
State College, PA 16803



Unit No.
 415 - Studio
 417 - Condo
 418 - Condo
 419 - Condo
 420 - Condo
 421 - Condo
 422 - Condo
 423 - Condo
 424 - Condo
 425 - Condo
 426 - Condo
 427 - Condo
 428 - Condo
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 499 - Condo
 500 - Condo

Building (square feet)
 2,405 sq ft
 1,801 sq ft
 1,440 sq ft
 1,755 sq ft
 2,245 sq ft
 See PL-1.3a

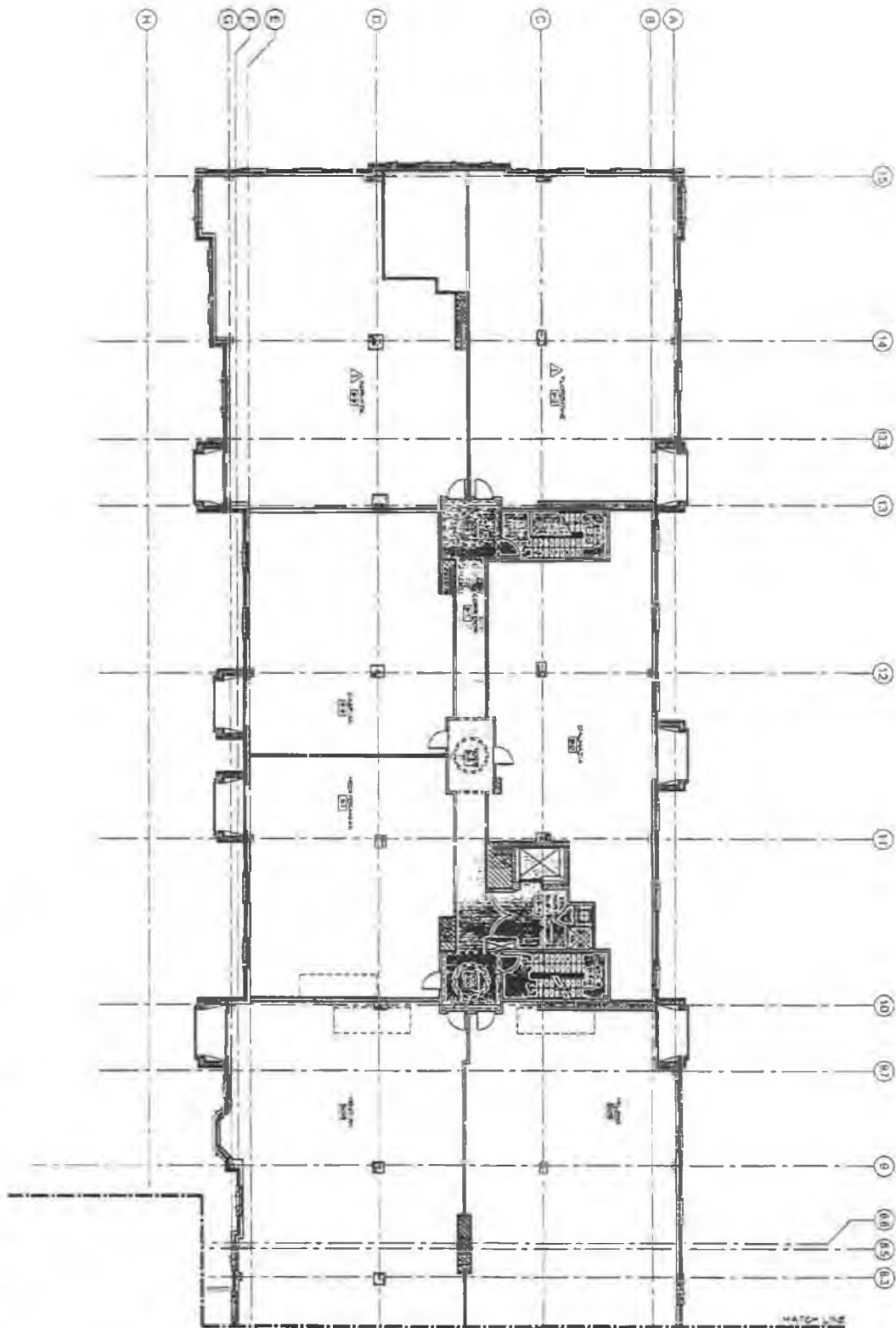
Key
 Common Area
 Limited Common Area
 Unit Area

Third Floor - North
 Unit Allocation
 & Boundaries
 PL-1.3b

Project Name: Chapel Pointe at Chapel Harbor
 Project No.: 11-14
 Date: 08/14/13
 Scale: AS SHOWN



**Chapel Pointe at Chapel Harbor
 Condominium Residences**
 Chapel Pointe Condominiums Limited Partnership
 1945 Waddell Road
 State College, PA 16803



Symbol	Description	Unit Area (Square Feet)
△	S13 - Adiratic	2,127 sf
△	S14 - Capitan	1,441 sf
△	S15 - Escarpment	2,281 sf
△	S16 - Madras	1,700 sf
△	S17 - Madras (1st Flr.)	2,340 sf
△	S18 - Madras (1st Flr.)	1,942 sf

Symbol	Description
□	Common Area
□	Limited Common Area
□	Unit Area

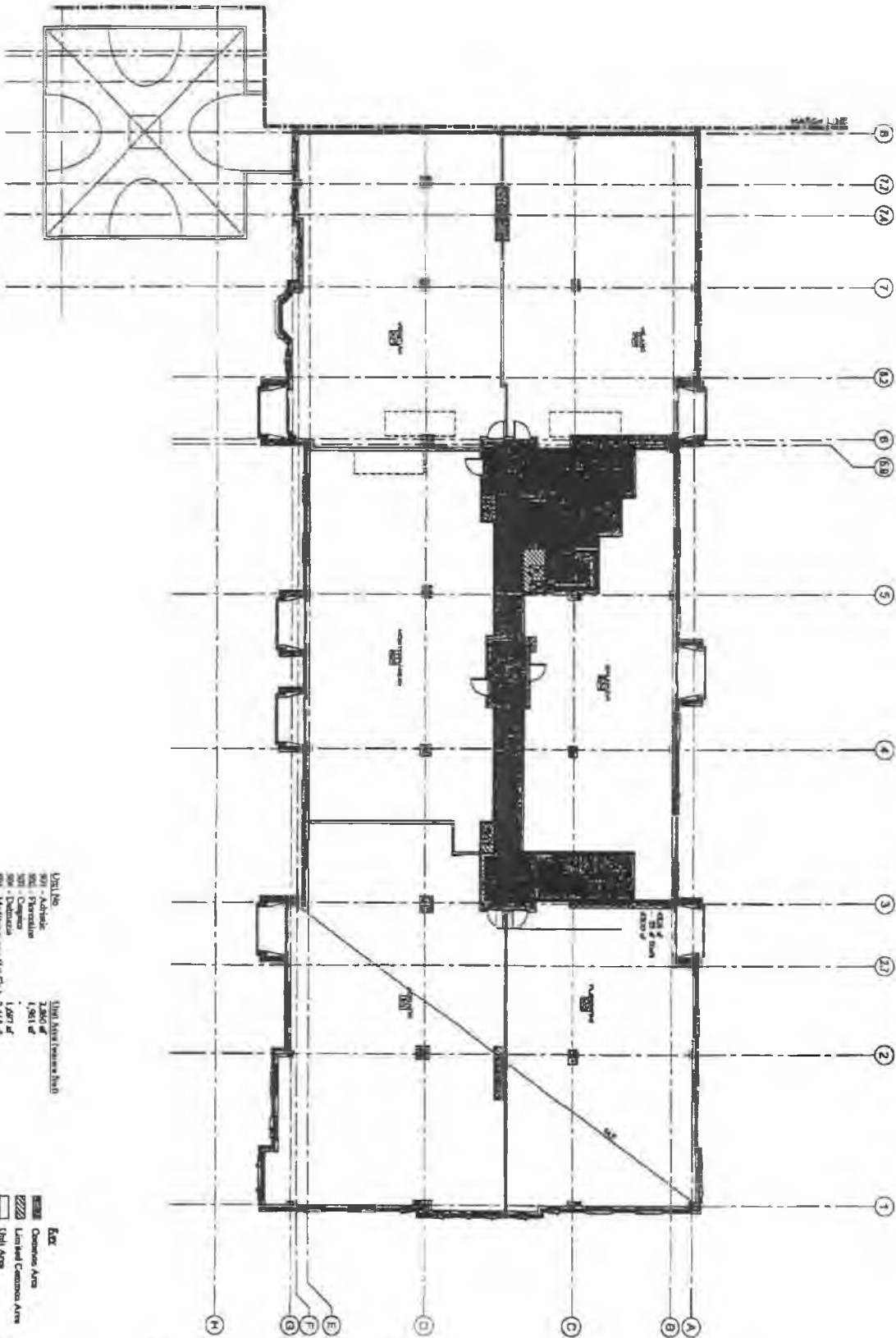
PL-1.4b



Indiana
Architects
Association

Chapel Pointe at Chapel Harbor Condominium Residences

Chapel Pointe Condominiums Limited Partnership
1965 Waddle Road
State College, PA 16803



Unit No.	Unit Area (Square Feet)
301 - Atlantic	1,280 sf
302 - Cherokee	1,361 sf
303 - Cherokee	1,361 sf
304 - Cherokee	1,361 sf
305 - Cherokee	1,361 sf
306 - Madison (1st Fl.)	2,443 sf
306 - Madison (2nd Fl.)	1,594 sf
307 - Woodstock (1st Fl.)	2,275 sf

Area Type	Area
Common Area	1,280 sf
Limited Common Area	1,361 sf
Unit Area	1,361 sf

PL-1.4a
 Fourth Floor - South
 Unit Identification
 & Boundaries

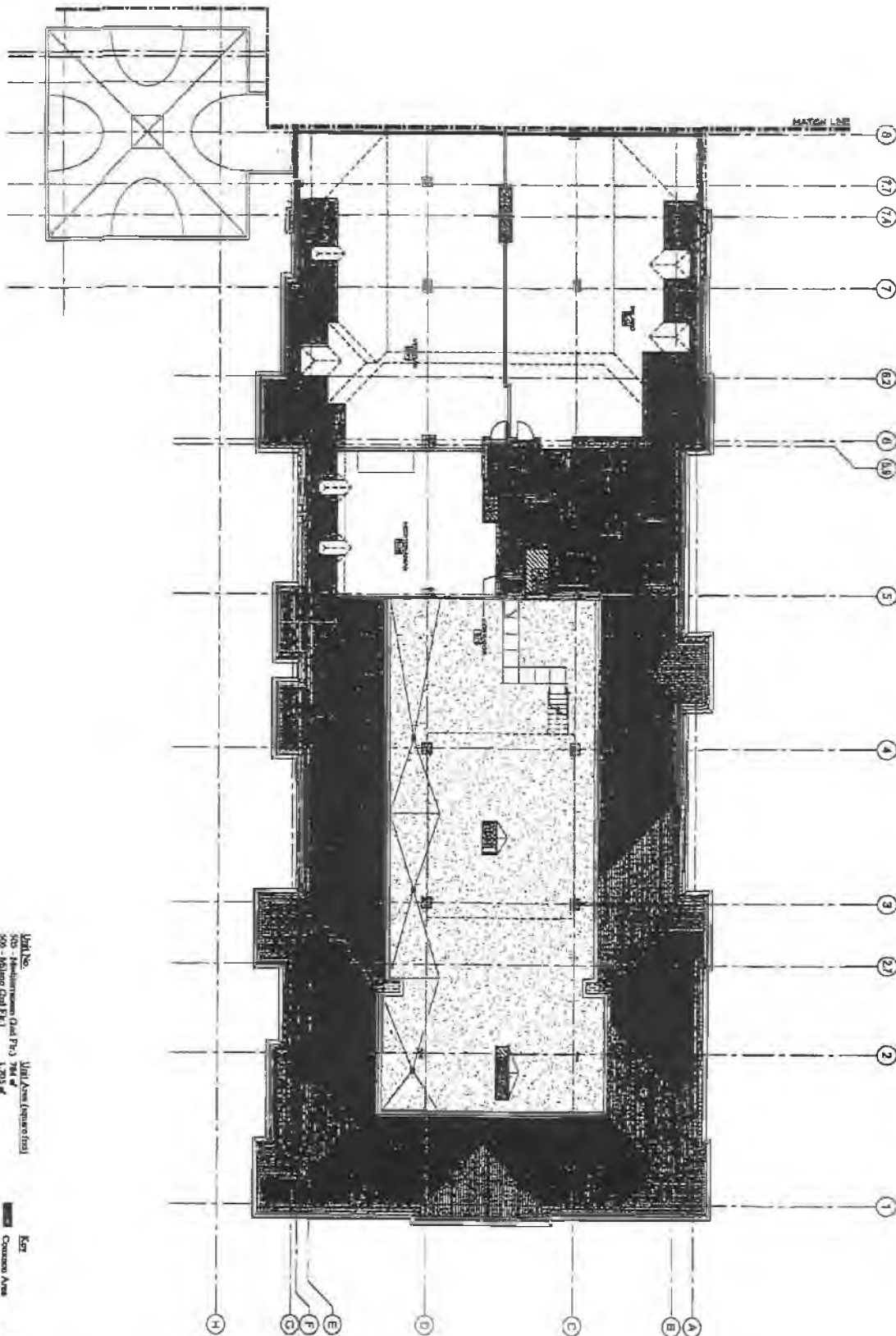
Chapel Pointe at Chapel Harbor Condominium Residences

Chapel Pointe Condominiums Limited Partnership
 1965 Waddle Road
 State College, PA 16803



Scale: 1/8" = 1'-0"
 Date: 10/15/03
 Project: Chapel Pointe at Chapel Harbor

PL-1.50 (15) - 1/24/2013



Unit No. 505 - Harbourview Quad Pkwy 794 sq ft
 506 - Harbour Quad Pkwy 1,203 sq ft
 507 - Vendure Quad Pkwy 1,207 sq ft

Unit Area (square feet)
 Common Area
 Limited Common Area
 Unit Area

Loft Floor - South
 Unit Identification
 & Boundaries
 PL-1.50

Chapel Pointe Condominium, LP
 1965 Waddle Road
 State College, PA 16803
 717.339.1111
 www.chapelptcondo.com



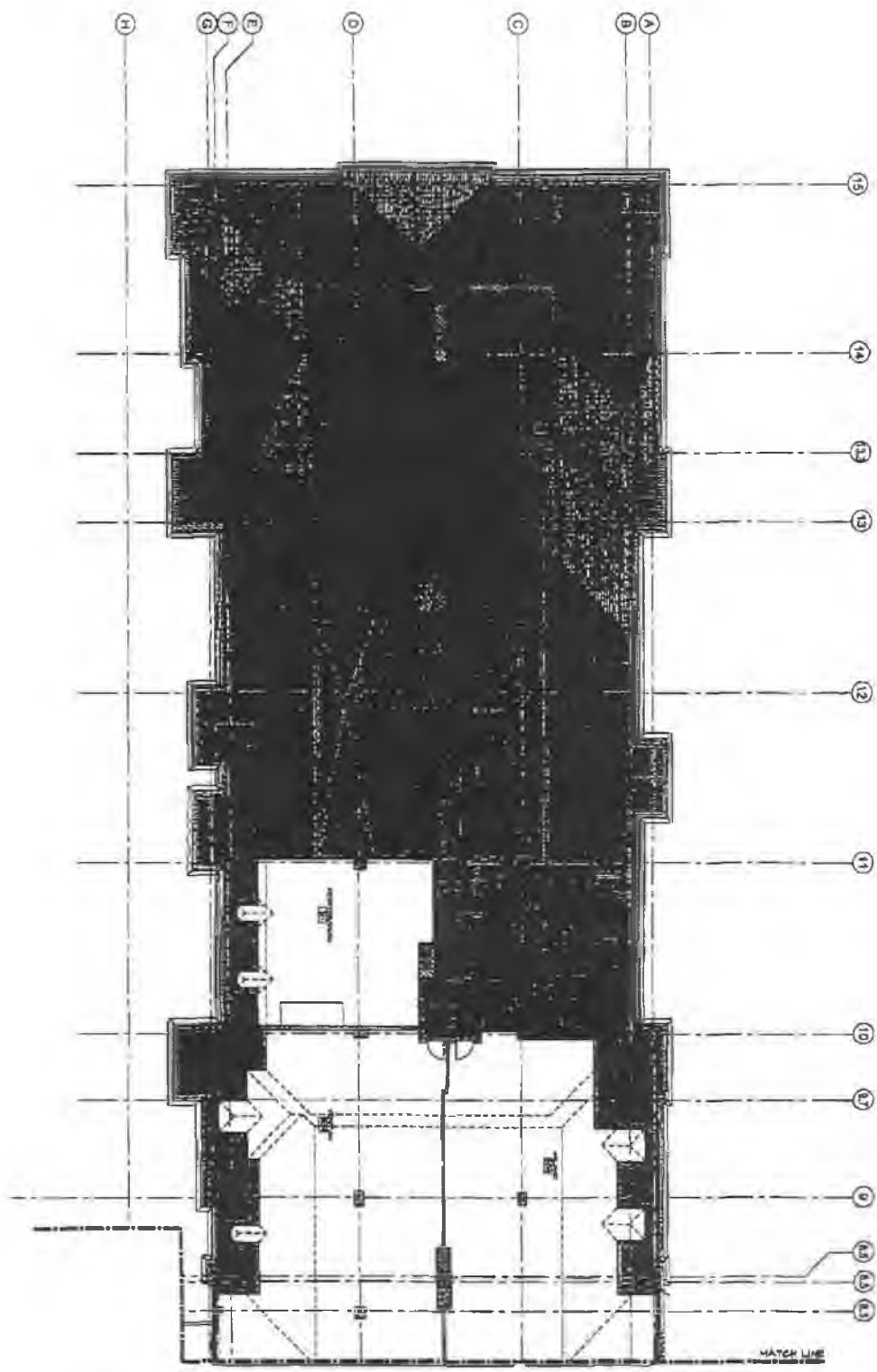
Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
 1965 Waddle Road
 State College, PA 16803

Exhibit "C"
Percentage Interests

Revised 09.22.2017

Unit Number	Unit Area in Square Feet	Percentage Interest
201	3,697	3.30%
202	1,960	1.75%
203	2,115	1.89%
204	1,697	1.51%
205	1,714	1.53%
206	1,741	1.55%
207	2,396	2.14%
208	1,706	1.52%
209	2,449	2.18%
210	1,961	1.75%
211	2,778	2.48%
301	2,409	2.15%
302	1,961	1.75%
303/305	2,864	2.55%
304	1,697	1.51%
306	1,993	1.78%
307	2,280	2.03%
308	1,983	1.77%
309	2,245	2.00%
310	1,706	1.52%
311	1,440	1.28%
312	1,961	1.75%
313	1,440	1.28%
315	2,405	2.14%
401	2,405	2.14%
402	1,961	1.75%
403	1,440	1.28%
404	1,697	1.51%
405	1,407	1.25%
406/408	3,976	3.54%
407	2,280	2.03%
409	2,245	2.00%
410	1,706	1.52%
411	1,440	1.28%
412	1,961	1.75%
413	1,440	1.28%
415	2,405	2.14%
501	2,860	2.55%
502	1,961	1.75%
504	1,697	1.51%
505/605	3,229	2.88%
506/606	3,699	3.30%
507/607	4,202	3.75%
508/608	3,674	3.27%
509/609	4,138	3.69%
510	1,706	1.52%
511/611	2,253	2.01%
512	2,240	2.00%
513	1,440	1.28%
515	2,125	1.89%
Total	112,185	100.00%



UNIT 15b
 201 - Westmonte (Unit 15b) 813 sq ft
 202 - Westmonte (Unit 15c) 1,091 sq ft
 203 - Westmonte (Unit 15d) 1,091 sq ft

- Key
 Common Area
 Limited Common Area
 Unit Area

PL-1.5b
 Left Floor - North
 Unit 15b (Common
 & Boardroom)

Project Name: 15b
 Date: 11/18/18
 Scale: 1/8" = 1'-0"



Chapel Pointe Condominium Unit Build Out

Chapel Pointe Condominium, LP
 1965 Weddle Road
 State College, PA 16803

DAVID WHITE
Barst Calland
Two Gateway Center
603 Starwix Street
Pgh, PA 15222

Mail to:

Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219



60 2018 00034310

Instrument Number: 2018-34310

BK-DE VL-17414 PG-356

Recorded On: November 02, 2018 As-Deed Agreement

Parties: CHAPEL POINTE AT CHAPEL HARBOR CONDO ASN

To CHAPEL POINTE AT CHAPEL HARBOR CONDO ASN

of Pages: 6

Comment: AMEND DECL CONDO

***** THIS IS NOT A BILL *****

Deed Agreement 166.75
0
0
Total: 166.75

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No		
NOT A DEED OF TRANSFER		EXEMPT
Value		0.00

Certified On/By-> 11-02-2018 / S B
CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2018-34310
Receipt Number: 3499978
Recorded Date/Time: November 02, 2018 01:57:05P
Book-Vol/Pg: BK-DE VL-17414 PG-356
User / Station: J Clark - Cash Super 06

LISA M BURKHART ESQ
BRANDT MILNES & REA PC
310 GRANT ST STE 1109
PITTSBURGH PA 15219



Jerry Tyskiewicz
Jerry Tyskiewicz, Director
Rich Fitzgerald, County Executive

343601 DRE Certified
01-NOV-2013 01:50 PM Int 697 S B 1 ed

**SEVENTH AMENDMENT OF DECLARATION OF CONDOMINIUM OF
CHAPEL POINTE AT CHAPEL HARBOR CONDOMINIUM
FORMERLY KNOWN AS MARBELLA AT CHAPEL HARBOR CONDOMINIUM**

WHEREAS, the Chapel Pointe at Chapel Harbor Condominium Association (formerly known as Marbella at Chapel Harbor Condominium Association) is a Pennsylvania Non-Profit Corporation and the Association of Unit Owners of a condominium located in the Township of O'Hara, County of Allegheny, Commonwealth of Pennsylvania, and was enacted pursuant to the provisions of the Uniform Condominium Act of Pennsylvania, 68 Pa. C.S.A. §3101, *et. seq.* by the recording of a Declaration of Condominium of Marbella at Chapel Harbor Condominium dated December 1, 2006 and recorded on December 12, 2006 in the Recorder of Deeds Office of Allegheny County at Deed Book Volume 13085, Page 1, as amended by the Amendment of Declaration of Condominium of Marbella at Chapel Harbor Condominium, dated September 12, 2008 and recorded on September 16, 2008 in the Recorder of Deeds Office of Allegheny County, Pennsylvania at Deed Book Volume 13734, Page 90, as further amended by Second Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated May 10, 2012 and recorded May 16, 2012 in Deed Book Volume 14890, Page 108, as further amended by Third Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated January 7, 2013 and recorded January 17, 2013 in Deed Book Volume 15130, Page 98, as further amended by Fourth Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated May 12, 2014 and recorded June 4, 2014 in Deed Book Volume 15621, Page 203, as further amended by Fifth Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated January 13, 2017 and recorded January 19, 2017 in Deed Book Volume 16672, Page 313, and as further amended by Sixth Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated September 25, 2017 and recorded October 26, 2017 in Deed Book Volume 16992, Page 480 (hereinafter "the Declaration"); and

WHEREAS, Article VI of the Declaration provides that the Declaration may be amended in accordance with Section 3219 of the Uniform Condominium Act of Pennsylvania; and

WHEREAS, Section 3219 of the Uniform Condominium Act of Pennsylvania provides that the Declaration may be amended upon an affirmative vote of no less than sixty-seven (67%) percent of the Association.

NOW THEREFORE, after obtaining an affirmative vote of the Unit Owners representing no less than sixty-seven (67%) percent of all Unit Owners entitled to cast a vote at the Association, the Declaration is hereby amended as follows:

FIRST: The above recitals are incorporated herein by reference.

SECOND: Article III, Section 3.9 is hereby deleted in its entirety. The remaining Sections of Article III shall remain in full force and effect.

THIRD: Article VII, Section 7.2(b) is hereby deleted in its entirety and replaced with the following Section 7.2(b):

“(b) A Unit Owner may lease his or her individual Unit: provided however, that a Unit may not be leased by a Unit Owner for a term of less than one (1) year: and provided further, however, that the total number of Units leased at any one time by all Unit Owners shall not exceed five (5) Units. Any lease of a Unit shall be in a writing which shall contain a clause that makes any breach of any of the Condominium Documents a breach of said lease and a cause for termination thereof. A copy of each lease must be furnished to the Association within five (5) business days after execution thereof. The rights of any lessee of any Unit shall be subject to, and each of the lessees shall be bound by, the covenants, conditions and restrictions contained in any of the Condominium Documents. The Owner of any leased Unit shall be jointly and severally responsible with any tenant for full compliance with all the terms and conditions of the Condominium Documents. No Unit may be subleased;”

FOURTH: Article VII, Section 7.2(o) is hereby deleted in its entirety and replaced with the following Section 7.2(o):

“(o) Owners and Residents are required to comply with all federal and state laws and local ordinances concerning pets. All pets must be properly licensed and vaccinated. Pets shall not be kept, bred, or used for any commercial purpose. The Executive Board shall have the power to promulgate, amend, modify and repeal from time to time Rules and Regulations concerning the keeping of pets at the Condominium. Notwithstanding any other provision herein disabled individuals may keep assistance animals in their units. Furthermore, nothing herein shall hinder full access to the building and common areas by individuals with disabilities.”

FIFTH: Article VII, Section 7.4 is hereby deleted in its entirety and replaced with the following Section 7.4:

“Section 7.4 Powers of Executive Board to Enforce Rules and Regulations. The Executive Board shall have the power to enforce the above restrictions and to promulgate, amend, modify and repeal from time to time and enforce such additional Rules and Regulations on behalf of the Association as it may deem to be reasonably necessary or desirable, and shall have the right to bring actions at law or in equity to enforce any matter contained in the Condominium Documents. Copies of the new Rules and Regulations shall be furnished to all Unit Owners by the Executive Board promptly after they are adopted. The Executive Board shall further have the right to levy fines for violations, provided that the fine for a single violation shall be One Hundred Dollars (\$100.00). The fine for a second or subsequent violation shall be no less than One Hundred Dollars (\$100.00) and no more than Five Hundred Dollars (\$500.00). Each day of violation may be considered as a separate offense. Any fine so levied is to be considered a Special Assessment levied specifically against the particular Unit Owner involved, shall be immediately due and payable, together with any costs of collection (including but not limited to attorney fees and court costs). Collection may be enforced by the Executive Board in the same manner as the Executive Board is entitled to enforce collection of Special

Assessments, and the Executive Board may also pursue any other remedies at law or in equity.”

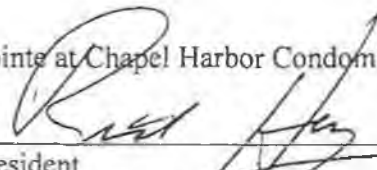
SIXTH: Article IX, Section 9.13 is hereby deleted in its entirety and replaced with the following Section 9.13:

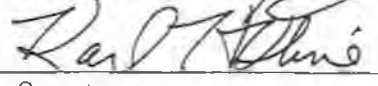
“Section 9.13 Reserve Funds. The Association may establish an adequate reserve fund for maintenance, repair and replacement of those Common Elements which are anticipated to require replacement, repair or maintenance on a periodic basis.”

SEVENTH: Except to the extent of any inconsistency herewith, all of the remaining provisions of the Declaration of Condominium of the Chapel Pointe at Chapel Harbor Condominium Association shall remain in full force and effect. This Amendment shall become effective upon recording at the Allegheny County Department of Real Estate.

Dated this 10th day of October, 2018.

Chapel Pointe at Chapel Harbor Condominium Association:

By: 
President

By: 
Secretary

CERTIFICATE

We, Rick Henry, President of the Chapel Pointe at Chapel Harbor Condominium Association, and Karl H. Kline, Secretary of the Chapel Pointe at Chapel Harbor Condominium Association hereby certify that the foregoing Amendment to the Declaration has been consented to by at least 67% of the Unit Owners entitled to cast a vote.

Rick Henry
President

Karl H. Kline
Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

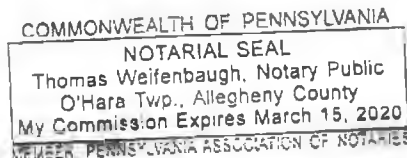
COUNTY OF ALLEGHENY)

On this, the 13th day of October, 2018, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Rick Henry, President and Karl H. Kline, Secretary, who acknowledged that they executed the foregoing instrument for the purposes therein contained.

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

Thomas Weifenbaugh
Notary Public

My Commission Expires: March 15, 2020



Mail To:
Lisa M. Burkhardt, Esquire
Brandt, Milnes & Rea, P.C.
310 Grant Street, Suite 1109
Pittsburgh, PA 15219



Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2019-1413

BK-DE VL-17492 PG-569

Recorded On: January 15, 2019 As-Deed Agreement

Parties: CHAPEL POINTE AT CHAPEL HARBOR CONDO ASN

To CHAPEL POINTE AT CHAPEL HARBOR CONDO ASN

of Pages: 5

Comment: EIGHTH AMEND DECLARATION

***** THIS IS NOT A BILL *****

Deed Agreement 166.75
0
0
Total: 166.75

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	

Certified On/By-> 01-15-2019 / Al Matthews
NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2019-1413
Receipt Number: 3528855
Recorded Date/Time: January 15, 2019 03:05:13P
Book-Vol/Pg: BK-DE VL-17492 PG-569
User / Station: M Ward-Davis - Cash Station 25

LISA M BURKHART ESQ
BRANDT MILNES & REA PC
310 GRANT ST STE 1109
PITTSBURGH PA 15219



Jerry Tyskiewicz
Jerry Tyskiewicz, Director
Rich Fitzgerald, County Executive

354017 DRE Certified
15-Jun-2019 03:02P\Int By: Al Matthews

4

**EIGHTH AMENDMENT OF DECLARATION OF CONDOMINIUM OF
CHAPEL POINTE AT CHAPEL HARBOR CONDOMINIUM
FORMERLY KNOWN AS MARBELLA AT CHAPEL HARBOR CONDOMINIUM**

WHEREAS, the Chapel Pointe at Chapel Harbor Condominium Association (formerly known as Marbella at Chapel Harbor Condominium Association) is a Pennsylvania Non-Profit Corporation and the Association of Unit Owners of a condominium located in the Township of O'Hara, County of Allegheny, Commonwealth of Pennsylvania, and was enacted pursuant to the provisions of the Uniform Condominium Act of Pennsylvania, 68 Pa. C.S.A. §3101, *et. seq.* by the recording of a Declaration of Condominium of Marbella at Chapel Harbor Condominium dated December 1, 2006 and recorded on December 12, 2006 in the Recorder of Deeds Office of Allegheny County at Deed Book Volume 13085, Page 1, as amended by the Amendment of Declaration of Condominium of Marbella at Chapel Harbor Condominium, dated September 12, 2008 and recorded on September 16, 2008 in the Recorder of Deeds Office of Allegheny County, Pennsylvania at Deed Book Volume 13734, Page 90, as further amended by Second Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated May 10, 2012 and recorded May 16, 2012 in Deed Book Volume 14890, Page 108, as further amended by Third Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated January 7, 2013 and recorded January 17, 2013 in Deed Book Volume 15130, Page 98, as further amended by Fourth Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated May 12, 2014 and recorded June 4, 2014 in Deed Book Volume 15621, Page 203, as further amended by Fifth Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated January 13, 2017 and recorded January 19, 2017 in Deed Book Volume 16672, Page 313, and as further amended by Sixth Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella at Chapel Harbor Condominium dated September 25, 2017 and recorded October 26, 2017 in Deed Book Volume 16992, Page 480; and as further amended by Seventh Amendment of Declaration of Condominium of Chapel Pointe at Chapel Harbor Condominium formerly known as Marbella

at Chapel Harbor Condominium dated October 10, 2018 and recorded November 2, 2018 in Deed Book Volume 17414, Page 356; (hereinafter “the Declaration”); and

WHEREAS, Article VI of the Declaration provides that the Declaration may be amended in accordance with Section 3219 of the Uniform Condominium Act of Pennsylvania; and

WHEREAS, Section 3219 of the Uniform Condominium Act of Pennsylvania provides that the Declaration may be amended upon an affirmative vote of no less than sixty-seven (67%) percent of the Association.

NOW THEREFORE, after obtaining an affirmative vote of the Unit Owners representing no less than sixty-seven (67%) percent of all Unit Owners entitled to cast a vote at the Association, the Declaration is hereby amended as follows:

FIRST: The above recitals are incorporated herein by reference.

SECOND: Article VII, Section 7.2(o) is hereby deleted in its entirety and replaced with the following Section 7.2(o):

“(o) This is a pet-friendly Condominium. Each Unit is permitted to have up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat. Each unit is also permitted to have tropical fish and up to three (3) caged birds. No other pet or animal is allowed on the Condominium Property without the prior written consent of the Executive Board. Such written consent, if given, applies only to the specific animal for which consent was given. Pets shall not be kept, bred, or used for any commercial purpose. Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units. Furthermore, nothing herein shall hinder full access to the building and common areas by individuals with disabilities. The Executive Board shall have the authority to adopt pet rules and regulations not inconsistent with these provisions.”

THIRD: Except to the extent of any inconsistency herewith, all of the remaining provisions of the Declaration of Condominium of the Chapel Pointe at Chapel Harbor Condominium Association shall remain in full force and effect. This Amendment shall become effective upon recording at the Allegheny County Department of Real Estate.

Dated this 9th day of January, 2019.

Chapel Pointe at Chapel Harbor Condominium Association:

By: *Truda C. Bucci*
Vice President

By: *Rod Allen*
Secretary

CERTIFICATE

We, Linda C. Bucci . Vice President of the Chapel Pointe at Chapel Harbor Condominium Association, and Karl H. Kline . Secretary of the Chapel Pointe at Chapel Harbor Condominium Association hereby certify that the foregoing Amendment to the Declaration has been consented to by at least 67% of the Unit Owners entitled to cast a vote.

Linda C. Bucci
Vice President

Karl H. Kline
Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

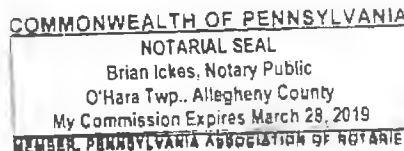
On this, the 9 day of January, 2019, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Linda C. Bucci , Vice President and Karl H. Kline . Secretary, who acknowledged that they executed the foregoing instrument for the purposes therein contained.

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

[Signature]
Notary Public

My Commission Expires:

03-28-2019



Mail To:

Lisa M. Burkhardt, Esquire
Brandt, Milnes & Rea, P.C.
310 Grant Street, Suite 1109
Pittsburgh, PA 15219



Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2021-603

BK-DE VL-18289 PG-186

Recorded On: January 06, 2021 As-Deed Agreement

Parties: CHAPEL HARBORS PROPERTY OWNERS ASN INC

To CHAPEL HARBORS PROPERTY OWNERS ASN INC

of Pages: 14

Comment: DELCARATION COVENANTS

***** THIS IS NOT A BILL *****

Deed Agreement 181.75
0
0
Total: 181.75

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No
NOT A DEED OF TRANSFER
EXEMPT
Value

Certified On/By-> 01-06-2021 / S B
NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2021-603
Receipt Number: 3865061
Recorded Date/Time: January 06, 2021 02:05:22P
Book-Vol/Pg: BK-DE VL-18289 PG-186
User / Station: T Greil - CASH 03

LISA M BURKHART ESQ
310 GRANT ST STE 1109
PITTSBURGH PA 15219



Jerry Tyskiewicz
Jerry Tyskiewicz, Director
Rich Fitzgerald, County Executive

439890 DRE Certified
06-Jan-2021 10:20A\Int By: S B

AMENDMENT TO THE DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS OF THE CHAPEL HARBORS AT THE WATER

RIVERFRONT UNIT DEVELOPMENT

WHEREAS, Chapel Harbors Property Owners Association, Inc. is a Pennsylvania non-profit corporation and the Association of a master planned community located in the Township of O’Hara, Allegheny County, Pennsylvania, and was created and declared pursuant to the Uniform Planned Community Act of Pennsylvania, 68 Pa. C.S. 5101, *et. seq.*, (the “Act”) by the recording of the Declaration of Covenants, Conditions and Restrictions of the Chapel Harbors at the Waterfront Riverfront Unit Development at the Allegheny County Department of Real Estate on March 10, 2004 at Deed Book Volume 11972, Page 69 (hereinafter “the Declaration”); and

WHEREAS, Chapel Harbors Property Owners Association, Inc. (hereinafter “the Master Association”) is a mixed-use community made up of the following:

- (1) Fairgate Townhomes Chapel Harbor Owners Association (a residential community consisting of sixty-five (65) Units);
- (2) Neo Traditional Chapel Harbor Owners Association (a residential community consisting of fifty (50) Units);
- (3) Broadmore Townhomes Chapel Harbor Owners Association (a residential community consisting of thirty (30) Units);
- (4) Chapel Pointe at Chapel Harbor Condominium Association formerly known as Marbella Condominium Association (a residential condominium consisting of fifty-one (51) Units, two of which were combined for a total of fifty (50) Units for purposes of this Declaration;

- (5) Independent Living Facility located on Parcel D of the Plan currently known as UPMC Lighthouse Pointe (an independently owned and operated living facility); and
- (6) The Office Building located on Parcel B of the Plan currently known as Park Place Associates (an independently owned and operated commercial office building).

WHEREAS, pursuant to Section 5.1 of the Declaration, the Members of the Master Association are described as the Fairgate Townhomes Chapel Harbor Owners Association, Broadmore Townhomes Chapel Harbor Owners Association, Neo Traditional Chapel Harbor Owners Association, Chapel Pointe at Chapel Harbor Condominium Association, the Independent Living Facility and the Office Building for a total of six (6) Members; and

WHEREAS, pursuant to Section 5.4 of the Declaration, the Members shall elect a Board of Directors of at least three (3) Members; and

WHEREAS, Article VI of the Declaration defines the Common Expenses and the Common Expense assessments and enforcement; and

WHEREAS, Article VI, Section 6.9 of the Declaration provides that all Common Expense assessments, special assessments and further assessments shall be pro-rated among the Members by dividing the amount of such assessments by the acreage of the Development Parcel owned or represented by such Member as show on the Plan; and

WHEREAS, it is believed to be in the best interest of the Association to amend the Declaration: (1) to provide that all record Unit Owners of a Unit in any of the sub-Associations, the record Owner of the Independent Living Facility and the record Owner of the Office Building shall now constitute the Members of the Association; and (2) to provide that one representative

from each of the six entities that make up the Association shall be represented on the Board of Directors which shall consist of six (6) Board Members; and

WHEREAS, Article VII, Section 8.1 of the Declaration provides that the Declaration may be amended upon an affirmative vote or written consent of eighty (80%) of the current Members; and

WHEREAS, the within Amendment has been approved by unanimous consent of all six (6) Members as indicated by their respective signatures herein.

NOW THEREFORE, the Declaration is hereby amended as follows:

FIRST: The above recitals are incorporated herein by reference.

SECOND: Article II, Section 2.6 is deleted in its entirety and replaced with the following Article II, Section 2.6:

“2.6 “Member” shall mean and include all record Owners of a Deed to a Unit located in the Fairgate Townhomes Chapel Harbor Owners Association, Broadmore Townhomes Chapel Harbor Owners Association, Neo Traditional Chapel Harbor Owners Association, Chapel Pointe at Chapel Harbor Condominium Association and the Owner of the Independent Living Facility and the Owner of the Office Building. All Members shall provide the Master Association with a designated mailing address and/or email address for purposes of all notices and communications to Members of the Master Association and shall be responsible for updating their contact information as necessary.”

THIRD: Article V, Section 5.1 of the Declaration is deleted in its entirety and replaced with the following:

“5.1 Membership. For the purpose of ownership and maintenance of the Common Elements and all common community services of every kind and nature required or desired within the Property for the general use and benefit of all Members/Owners, each and every Owner, in accepting a deed or contract for any part of the Property, agrees to and shall be subject to the obligations and duly enacted Bylaws and rules and regulations of the Chapel Harbors Property Owners Association, Inc. and shall automatically become members of the Master Association. Membership in the Master Association cannot be separated from Ownership of a Unit in the Fairgate Townhomes Chapel Harbor Owners Association, Broadmore Townhomes Chapel Harbor Owners Association, Neo Traditional Chapel Harbor Owners Association, or Chapel Pointe at Chapel Harbor Condominium

Association or ownership of the Independent Living Facility or ownership of the Office Building.”

FOURTH: Article V, Section 5.4 of the Declaration is deleted in its entirety and replaced with the following Article V, Section 5.4:

“5.4 Board of Directors. The Master Association shall have a Board of Directors of six (6) total members which includes one appointed Board Member or other appointed representative from each of the following: the Fairgate Townhomes Chapel Harbor Owners Association, Broadmore Townhomes Chapel Harbor Owners Association, Neo Traditional Chapel Harbor Owners Association, Chapel Pointe at Chapel Harbor Condominium Association, a designated representative of the Independent Living Facility, and a designated representative of the Office Building. The two (2) representatives from Chapel Pointe at Chapel Harbor Condominium Association and Neo Traditional Chapel Harbor Owners Association elected to the Executive Board in 2020 whose terms are scheduled to expire in 2023 shall remain on the Board and shall continue to serve until 2023. In an effort to establish staggered Board terms, at the 2021 election, a total of four (4) representatives shall be elected, one each from the Independent Living Facility, the Office Building, Fairgate Townhomes Chapel Harbor Owners Association and Broadmore Townhomes Chapel Harbor Owners Association, with the representatives of the Independent Living Facility and the Office Building to serve a one (1) year term and the representatives of Fairgates and Broadmore to serve a three (3) year term. All Board terms thereafter shall be for a term of two (2) years. Board members shall serve until the earlier of their death, resignation sale of his/her/its Unit or parcel, or the expiration of his or her term. In the event of a vacancy, the Board of Directors shall request a newly appointed representative of the particular entity to replace the prior Board Member for his or her remaining term. The appointed representative of the Independent Living Facility and/or Office Building may change to a new individual at any time at their discretion for reasons such as changes in ownership or employment, etc.

Immediately following the election of the Board each year, the Board of Directors shall appoint the officers of the Association including a President, Vice President, Treasurer and Secretary.”

FIFTH: Article VI, Section 6.2 is deleted in its entirety and replaced with the following Article VI, Section 6.2:

“6.2 Assessments. All Common Expense assessments shall be deemed to be adopted and assessed 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 shall be due and payable in one or more payments as determined by the Board of Directors. The Association shall have a lien on any Parcel of the six entities for

any unpaid assessments owed by such entity. For purposes of this Declaration, all assessments shall be allocated by dividing the amount of the total assessments by the following percentage for each of the six entities of the Master Association:

- (1) Fairgate Townhomes Chapel Harbor Owners Association - 20.19%
- (2) Neo Traditional Chapel Harbor Owners Association – 15.53%
- (3) Broadmore Townhomes Chapel Harbor Owners – 9.32%
- (4) Chapel Pointe at Chapel Harbor Condominium Association – 15.53%
- (5) Independent Living Facility – 27.64%
- (6) Office Building - 11.80%

SIXTH: Article VI, Section 6.3 is deleted in its entirety and replaced with the following Article VI, Section 6.3:

“6.3 Limitation on Expenditures. All expenses, charges and costs of the maintenance, repair or replacement of the Common Elements, and any other expenses, charges or cost which the Association may incur or expend pursuant hereto, shall be approved by the Board of Directors. 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 Fifty Thousand (\$50,000.00) without the prior approval of sixty percent (60%) of the Members.”

SEVENTH: Article VI of the Declaration is hereby amended to add the following Section 6.15:

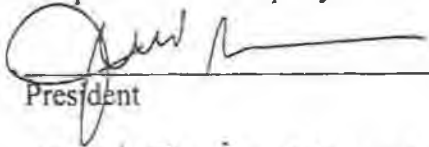
“6.15 Initial Contribution Fees. In an effort for the Master Association to maintain an adequate reserve fund, each new Owner shall be required to make a non-refundable Initial Contribution Fee to the Association in the amount of Five Hundred (\$500.00) Dollars pursuant to Section 5302(a)(12) of the Act, which is due and shall be paid at the closing on the purchase or upon the recording of a Deed, whichever occurs first. In the case of a closing, this amount shall be collected by the settlement agent and delivered to the Association within thirty (30) days of closing. The purchaser/Unit Owner shall remain responsible for the payment if for any reason it is not collected at the closing.

- A. This is a one-time contribution and is not considered as payment of any regular or special Assessment.
- B. The Board may change the amount of the Initial Contribution Fee by written policy or resolution, from time to time, and distribute notice of the same to all Members immediately upon adoption or amendment of such a policy by the Board of Directors. The amount of the Initial Contribution Fee shall be disclosed in any resale certificate.”

EIGHTH: Except to the extent of any inconsistency herewith, all of the remaining provisions of the Declaration shall remain in full force and effect.

Adopted this 29th day of December, 2020.

Chapel Harbors Property Owners Association, Inc.



 President

M Katherine Marshall
 Secretary

CERTIFICATE

We, Julie Alakson, President, and M. Katherine Marshall

Secretary of the Chapel Harbors Property Owners Association, Inc. hereby certify that the foregoing Amendment to the Declaration has been consented to by a unanimous vote of the Members of the Association.

Dated this 29th day of December, 2020.

Chapel Harbors Property Owners Association, Inc.

Julie Alakson
President
M. Katherine Marshall
Secretary

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Allegheny)

On this, the 29th day of December, 2020, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Julie Alakson, President and M. Katherine Marshall, Secretary, who acknowledged that they executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Lisa M. Burkhart
Notary Public

My Commission Expires: 8/25/24

Commonwealth of Pennsylvania - Notary Seal
Lisa M. Burkhart, Notary Public
Allegheny County
My commission expires August 25, 2024
Commission number 1020511

Consented to and ratified by:

Fairgate Townhomes Chapel Harbor Owners Association

Neil MacKay
President

Carla Lewis
Secretary

Date: 12/28/2020

Consented to and ratified by:

Neo Traditional Chapel Harbor Owners Association

~~_____~~
President

~~_____~~
Secretary

~~Date: _____~~

Consented to and ratified by:

Chapel Pointe Condominium Association

~~_____~~
President

~~_____~~
Secretary

~~Date: _____~~

Consented to and ratified by:

Broadmores Townhomes Chapel Harbor Owners Association

President

Rickie C. [Signature]

Secretary

Date: 12/29/20

Consented to and ratified by:

Fairgate Townhomes Chapel Harbor Owners Association



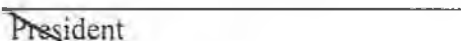
President

Secretary

Date: _____

Consented to and ratified by:

Broadmore Townhomes Chapel Harbor Owners Association



President

Secretary

Date: _____

Consented to and ratified by:

Neo Traditional Chapel Harbor Owners Association



President

Secretary

Date: 12-02-2020

Consented to and ratified by:

Chapel Pointe Condominium Association



President

Secretary

Date: _____

Consented to and ratified by:

Fairgate Townhomes Chapel Harbor Owners Association

~~_____
President~~

~~_____
Secretary~~

~~Date: _____~~

Consented to and ratified by:

Neo Traditional Chapel Harbor Owners Association

~~_____
President~~

~~_____
Secretary~~

~~Date: _____~~

Consented to and ratified by:

Chapel Pointe Condominium Association

 Carl H Klein
President

 R Donovan
Secretary

Date: 12/19/20

Consented to and ratified by:

Independent Living Facility:

By: Julie Alakso 

Title: Director

Date: 12/11/2020

Consented to and ratified by:

~~**Office Building:**~~

~~By: _____~~

~~Title: _____~~

~~Date: _____~~

Consented to and ratified by:

~~Independent Living Facility:~~

~~By: _____~~

~~Title: _____~~

~~Date: _____~~

Consented to and ratified by:

Office Building:

By: Chase Schuman

Title: Manager

Date: 12/29/2020

Mail To: Lisa M. Burkhardt, Esquire
310 Grant Street, Suite 1109
Pittsburgh, PA 15219