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**GEORGETOWN COMMONS, A CONDOMINIUM  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**

**THIS AMENDED AND RESTATED DECLARATION** (this “Amended Declaration”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by the owners of the Units comprising Georgetown Commons, a Condominium.

**WITNESSETH:**

**WHEREAS**, Georgetown Commons, a Condominium (the “Condominium”) was created by the filing of a Declaration of Condominium of Georgetown Commons, Municipality of Murrysville, County of Westmoreland and Commonwealth of Pennsylvania, with the Recorder’s Office of Westmoreland County on April 2, 1976, at Book Volume 2208, page 440 (the “Original Declaration”); and

**WHEREAS**, the period of Declarant control has expired; and

**WHEREAS**, the Unit Owners desire to amend and restate the Original Declaration pursuant to Article XI thereof and the applicable sections of the Act (as that term is defined below), all upon the terms, and subject to the conditions, set forth in this Amended Declaration.

**NOW, THEREFORE**, the Condominium Unit Owners, intending to be legally bound hereby, agree as follows:

**Article I**

**AMENDMENT AND RESTATEMENT OF DECLARATION**

**1.1. Declaration:** The Original Declaration is hereby deleted and replaced in its entirety with this Amended Declaration.

**Article II**

**SUBMISSION**

**2.1. Submission:** The Unit Owners, owners in fee simple of the real estate described in **Exhibit “A”** attached hereto and incorporated herein by this reference, located in the Municipality of Murrysville, County of Westmoreland, Commonwealth of Pennsylvania (the “Real Estate”), hereby affirm that the Real Estate, together with the Units and improvements

thereon erected and the easements, rights, and appurtenances thereunto belonging (collectively, the "Property") are hereby subject to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. 3101 *et seq.* (the "Act"), and further affirm the creation of the condominium known as Georgetown Commons, a Condominium (the "Condominium").

**2.2. Easements, Licenses and Restrictions:** The encumbrances upon Property set forth on **Exhibit "B"** hereto are hereby ratified and confirmed.

### **Article III** **DEFINITIONS**

**3.1. Terms Defined or Used in the Act:** Capitalized terms used herein and in the Plan shall have the meanings specified or used for such terms in Section 3103 of the Act or elsewhere in the Act, unless otherwise defined herein.

**3.2. More Specific Meanings:** The following terms are used or defined in general terms in the Act and shall have specific meanings hereunder as follows:

(a) **"Association"** means the Georgetown Commons Land Organization, a Pennsylvania unincorporated association.

(b) **"Unit"** or **"Units"** means any Unit or Units on the Real Estate.

**3.3. Non-Statutory Terms Defined:** The following terms when used herein or in the Plan shall have the meanings set fourth below:

(a) **"Percentage Interest"** means each Unit Owner's undivided ownership interest in the Common Elements, share of all votes of Unit Owners and share of Common Expense Liability appurtenant to each Unit as set forth in **Exhibit "C"** attached hereto and made a part hereof, as the same may be amended from time to time.

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

### **Article IV** **UNITS; BOUNDARIES; TYPES; MAINTENANCE, REPAIR AND REPLACEMENT** **RESPONSIBILITIES**

**4.1. Plats and Plans; Units/Common Elements/Limited Common Elements:** The approximate location and dimensions of the Units and the other structures and improvements comprising the Property are shown on the Plats, and the location of the Units, Common Elements and Limited Common Elements of the Condominium are shown on the Plans.

**4.2. Unit Boundaries.** Each Unit consists of the space within the following boundaries, as, where applicable, shown on the Plats and/or Plans:

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

(i) **Upper Boundary:** The horizontal or angular plane (depending upon roof type) of the bottom of the roof sheathing,

(ii) **Lower Boundary:** The horizontal plane of the top surface of the unfinished concrete floor slab.

(b) **Vertical Boundaries:** The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with each other and with the upper and lower horizontal boundaries, of the interior surface of the exterior wall surfacing which does not separate the Unit from any other Unit..

(c) **Porches and Patios:** The boundaries set forth in **Subsections (a) and (b)** above shall be extended to include the dimensions for front and/or rear porches, decks or patios, if any, which are shown on the Plans for each respective Unit. The aforementioned boundaries shall be within the enclosure or fence of any such porch or patio.

(d) **HVAC Equipment:** The boundaries set forth in **Subsections (a) and (b)** above shall be extended to include any and all HVAC equipment exclusively serving the Unit in question.

(e) There is also included within a Unit (by way of illustration and not of limitation):

(i) The air space enclosed within the Unit boundaries described above.

(ii) All partitions which are wholly contained within such Unit boundaries, including, but not limited to, all doors, door frames, hardware, electrical outlets and wiring, telephone outlets and conduits, and other equipment and devices in such partitions serving only such Unit.

(iii) All plumbing fixtures located within a Unit's boundaries and serving only such Unit, and its water and waste connections.

(iv) All items of kitchen equipment located within such Unit boundaries and serving only such Unit, and such equipment's water, gas, electric and waste connections.

(v) All HVAC equipment, exhaust fans and the grilles, registers, ventilation ducts and related fixtures which serve only such Unit, whether or not any of the foregoing is located in any portion of the Common Elements.

(vi) Lighting devices, including, without 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, serving only such Unit whether or not such lighting devices are themselves located entirely within the Unit boundaries of such Unit.

(vii) All outlets, wires, cables, conduits, circuits, breakers and related equipment transmitting electricity for lighting and power or transmitting electrical impulses and signals, including, but not limited to, impulses and signals for telephones, internet and television transmission, which serve only such Unit and which are located entirely within the Unit boundaries of such Unit.

(viii) Surface-mounted and recessed medicine cabinets, including, but not limited to, all associated lighting fixtures and accessories.

(ix) Refrigerators, ranges, dishwashers, clothes washers and dryers, garbage disposal units and other appliances (if any), and the portions of their water, waste, electrical and exhaust connections located within the Unit boundaries and serving only such Unit.

(f) Those portions of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only such Unit and which lie partially within and partially outside the Unit boundaries of such Unit shall be deemed to be a part of such Unit.

(g) Except as otherwise set forth in this Declaration, each Unit shall include the items within the boundaries as described in Paragraph (1) and (3) of Section 3202 of the Act, or designated on the Plans, as being allocated to such Units.

**4.3. Maintenance, Repair and Replacement Responsibilities: Notwithstanding the ownership of the various portions of the Common Elements and the Unit by virtue of the foregoing boundary descriptions, the Units shall be maintained and repaired by each Unit Owner, and the Common Elements shall be maintained and repaired by the Association, in accordance with the provisions of Section 3307 of the Act, except as expressly set forth to the contrary herein. The cost and expense of maintenance, repair and replacement costs of the roof of each Unit (from the bottom of the sheathing up, including, but not limited to, shingles, underlayment, soffit, fascia, gutters and downspouts), and of the exterior facing of a Unit or a building containing a Unit, shall be the sole responsibility of the Association, assessed as Common Expenses against each Unit in proportion to the respective Percentage Interests of all Units. The cost and expense of maintenance, repair and replacement costs of the Limited Common Elements shall be the responsibility of the Units appurtenant to such Limited Common Element, except for and excluding driveways, which shall be maintained and repaired by the Association.**

#### Article V

#### **ALLOCATION OF COMMON ELEMENT INTERESTS, VOTES, COMMON EXPENSE**

## LIABILITIES AND IDENTIFICATION OF UNITS

**5.1. Allocation of Common Element Interest, Votes and Common Expense Liability:** Attached as **Exhibit "C"** hereto is a list of all Units, their Identifying Numbers, location (all as shown more fully on the Plats and Plans), type, and the Percentage Interest appurtenant to each Unit. The Condominium consists of only residential Units. The Percentage Interest shall be calculated in the following manner: one hundred percent (100%) divided by the number of Units. By way of example and not of limitation, if fifteen (15) Units of equal dimensions, the Percentage Interest of one (1) Unit would be 6.667% ( $1/15 = .06667$ ).

### **5.2. Membership and Voting Rights.**

(a) Every Owner of a Unit which is subject to assessment shall be a member of the Association and shall be subject to these covenants and have the right and ability of enforcement thereof. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment.

(b) The Association shall have one class of voting membership:

(i) **CLASS A:** Class A members shall be all Owners and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

**5.3. Payment of Common Expenses:** After any assessment has been made by the Association all Units shall be assessed for their full portion of the Common Expense liability applicable thereto.

## Article VI

### DESCRIPTION, ALLOCATION AND RESTRICTION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

**6.1. Generally:** Every Unit Owner has a right and easement of enjoyment to the Common Elements (excluding Limited Common Elements, where such right and easement of enjoyment shall be held only by Unit Owner(s) to which such Limited Common Element is appurtenant to the Unit(s) owned thereby), which is appurtenant to the title of his or her Unit. The Common Elements are identified as such on the Plats and Plans.

**6.2. Limited Common Elements:** Driveways, walkways and patios, if any, are assigned as Limited Common Elements appurtenant to the Unit(s) which they abut. Interior wiring, conduit, pipes, plumbing, insulation, ductwork, and any and all other materials or equipment located either partially or fully within a Unit's boundaries and serving more than one (1) Unit are assigned as Limited Common Elements appurtenant to the Units being served thereby.

**Article VII**  
**EASEMENTS**

**7.1. Additional Easements:** In addition to and in supplementation of the easements provided for by Sections 3216, 3217 and 3218 of the Act and the other provisions of the Act, and those in existence as of the date of this Amended Declaration as more fully described in **Section 2.2** hereof, the following easements are hereby created:

(a) The Units and Common Elements shall be and are hereby made subject to easements in favor of the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created in this **Section 7.1(a)** shall include, without limitation, rights of the Association or the providing utility or service company or governmental agency or authority, to install, lay, maintain, repair, relocate, and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, data and communications equipment and facilities, television equipment and facilities (cable or otherwise), electrical wires, conduits and equipment, and ducts and vents over, under, across, through, along and on the Units (excluding structures) and Common Elements. Notwithstanding the foregoing provisions of this **Section 7.1(a)**, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit to the Unit Owner, or so as not to materially interfere with the permanent use or occupancy of the Unit by its occupants.

(b) The Association reserves an easement on, over and under those portions of the Common Elements not located within a Unit for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety, and appearance. The easement created by this **Section 7.1(b)** 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 Association shall restore the affected property as closely to its original condition as practicable.

(c) The Association reserves an easement on, over and under those portions of the Common Elements not located within a Unit for the purpose of maintaining and correcting drainage of all surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this **Section 7.1(c)** expressly includes the right to cut any trees, bushes or shrubbery, to grade the soil, or to take any other action reasonably necessary to promote drainage of all surface water, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

**Article VIII**  
**AMENDMENT OF DECLARATION**

**8.1. Amendment Generally:** This Amended Declaration may be further amended upon approval by not less than two-thirds (2/3) of all Owners in accordance with the procedures

specified in Section 3219 of the Act, the other Sections of the Act referred to in Section 3219 of the Act, and the express provisions of this Amended Declaration.

**8.2. Rights of Permitted Mortgagees:** Subject to the limitations imposed by Section 3221 of the Act, no further amendment of this Amended Declaration may be made upon approval by not less than two-thirds (2/3) of all Permitted Mortgagees, if and to the extent that such amendment is material, or if and to the extent that such amendment would have the effect of terminating or abandoning the Condominium (except for termination or abandonment as a result of a taking of all the Units by eminent domain or a casualty resulting in termination), or abandoning, encumbering, selling, or transferring the Common Elements. Any amendment having the effect of partitioning or subdividing any Units or the Common Elements or changing the Percentage Interests of the Unit Owners, shall require the written approval of all holders of Permitted Mortgages on the Units affected thereby. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed to be a transfer within the meaning of this **Section 8.2.**

**8.3. Other Amendments:** If any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of this Declaration or the Plats and Plans which is defective or inconsistent with any other provision hereof or thereof or with the Act, or to change, correct, or supplement anything appearing or failing to appear in the Plats and Plans which is incorrect, defective, or similarly inconsistent, or if such amendment is necessary to conform to the then current requirements of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with respect to condominium projects, the Executive Board may, at any time and from time to time effect such amendment without the approval of the Unit Owners or Permitted Mortgagees, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence, together with a like opinion from an independent registered architect or licensed professional engineer in the case of any such amendment to the Plats and Plans. Each such amendment shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgment by one or more members of the Executive Board.

## **Article IX** **USE RESTRICTIONS**

**9.1. Use and Occupancy of Units and Common Elements:** The Units and Common Elements shall be occupied and used as follows (subject to further restrictions that may be set forth in the Bylaws or the Rules and Regulations as referred to in the Bylaws):

(a) No part of the Property shall be used other than for housing and the related common purposes for which the Property was designated. Each Unit shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes. If zoning regulations permit professional activities to be conducted within the Unit, application may be made by a Unit Owner to the Executive Board for approval to commence such newly permitted use of his or her Unit. Each such application shall be considered by the Executive

Board on an individual basis. Once the Executive Board has given its approval to a particular use of a Unit, it may not revoke such approval so long as the nature and scope of the approved use remains unchanged. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.

(b) Except as set forth in **Subsection (a)** above, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property. No signs, advertising or other displays shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Executive Board. Unit Owners, or their agents, may place "For Sale" or "For Rent" signs upon their respective Units only upon the prior approval of the Executive Board. A Unit Owner shall have no right to place any signs of any nature on any part of the Common Elements.

(c) There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Executive Board except as herein expressly provided.

(d) The use and the covering of the interior surfaces of windows, whether by draperies, shades or other items, visible on the exterior of a Unit, shall be subject to the Rules and Regulations of the Executive Board.

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

(f) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Units or on the Property including, but not limited to, any sign, awning, canopy, shutter, radio, or television antenna. No air conditioning units of whatever type other than those installed as of the date that this Declaration is recorded or those thereafter installed by the Declarant may be installed without the prior written permission of the Executive Board. Notwithstanding any of the foregoing language to the contrary, Unit Owners shall be permitted to install satellite dishes within, upon or atop of their respective Unit only upon the consent and approval of the Executive Board with respect to the model of such antenna, its dimensions, the location of its placement upon or atop of the Unit, and the installer thereof; *provided, however*, that any satellite antenna shall be placed only within, upon or atop of a inconspicuous area of a Unit's exterior, and *provided further* that in no event shall a satellite antenna be placed upon the front or visible side elevation of any Unit. In the event that an Owner receives the consent and approval of the Executive Board to install a satellite antenna upon or atop his or her Unit, all cost and expense occasioned thereby shall be borne solely by the Unit Owner. In addition, in the event that an Owner receives the consent and



approval of the Executive Board to install a satellite antenna upon the roof of a Unit, said Owner shall be solely responsible for any damage to the roof of said Unit resulting from such installation. Such Owner, prior to installation of a satellite antenna in any manner upon or atop of a Unit, shall agree to indemnify, defend and hold harmless the Association, the Executive Board, the Condominium and all Unit Owners from any and all costs, claims, damages and expenses incurred by any party which arise as a result of the placement of such satellite antenna upon or atop of said Owner's Unit.

(g) No animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any Units or in the Common Elements or Limited Common Elements, except that a maximum of two (2) household pets may be kept in a Unit, subject to Rules and Regulations adopted by the Executive Board, which Rules or Regulations may exclude any kind of pet by type, category or breed, provided that permitted household pets are not kept, bred, or maintained for any commercial purpose; and all pet waste shall be properly disposed of by the Unit Owner and provided further that any such authorized pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Executive Board. All pets shall be registered with the Executive Board.

(h) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Units Owners or occupants.

(i) No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung out or exposed on any part of a Unit or the Common Elements. The Common Elements or Limited Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.

(j) No benches, chairs, or other personal property shall be left on, nor shall any playing, lounging, baby carriages, playpens, bicycles, wagons, toys, or vehicles be left unattended on any part of the Common Elements without the prior consent of and subject to any regulation of the Executive Board.

(k) No Unit Owner shall overload the electric wiring in the Units, or operate any machines, appliances, accessories or equipment in such a manner to cause, in the judgment of the Executive Board, an unreasonable disturbance to others. Nor shall any Unit Owner connect any machine, appliance, accessory or equipment to the heating system or plumbing system without the prior written consent of the Executive Board. Installation, removal, construction, or repair of any electrical lighting and power circuit or electrical outlet box or terminal device included in such outlet box, or any item of heating or air conditioning equipment, any of which is located within an interior partition of a Unit, may be undertaken by the Unit Owner of such Unit only after application has been made to and written approval has been received from the Executive Board. Such approval shall be granted only if the work performed shall be of similar or superior quality to that present throughout the Units and shall be performed by qualified personnel. The cost of such installation, removal, reconstruction or repair whether undertaken by a Unit Owner or by the Executive Board (under the same procedures utilized for Common Elements) shall be borne by the Unit Owner of the Unit benefited thereby.

(l) No Unit Owner shall place or store anything on the patio, courtyard, covered porch, or deck appurtenant to his Unit, nor shall such patio, courtyard, covered porch, or deck be decorated, painted or otherwise altered, if, in the opinion of the Executive Board, such placement, storage, decorating, painting, or alteration would create an unsightly condition.

(m) This **Article IX** shall not be construed to prevent or prohibit a Unit Owner from maintaining his personal professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring with business or professional associates, clients, or customers, in his Unit.

(n) Reasonable Rules and Regulations, not in conflict with the provisions of this Amended Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations by vote of at least two-thirds (2/3) of the Unit Owners. Copies of the then current Rules and Regulations setting forth any amendments to the initial Rules and Regulations shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of any new Rules and Regulations or any amendments to the initial Rules and Regulations. A copy of the current Rules and Regulations shall be kept on file at the office of the Association and will be provided to an Owner (or prospective Owner) upon request thereof.

## **Article X**

### **RIGHTS OF PERMITTED MORTGAGEES**

**10.1. Reports and Notices:** Upon the specific written request of a Permitted Mortgagee or its servicer to the Executive Board, the Permitted Mortgagee shall receive, upon payment of the appropriate cost, some or all of the following 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 Permitted 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 be represented at any such meetings by a designated representative;

(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 Units (the repair of which would cost in excess of \$1,000.00) or any part of the Common Elements (the repair of which would cost in excess of \$10,000.00);

(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 Unit Owner which is subject to a Permitted Mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

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

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

The request of a Permitted Mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notice 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 Mortgagee hereunder.

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

## **Article XI** **REAL ESTATE TAXES**

**11.1. Real Estate Taxes:** It is understood that the real estate taxes are to be separately assessed and taxed to each Unit Owner for his or her Unit and its corresponding Percentage Interest in the Common Elements, as provided in the Act. In the event that real estate taxes for any year are not separately assessed against each Unit Owner, but rather are assessed against the Property as a whole, then each Unit Owner shall pay his or her proportionate share thereof in accordance with his or her respective Percentage Interest in the Common Elements, and, in said event, such taxes shall be a General Common Expense. The Executive Board shall have authority to advance Association funds in payment of all or a portion of such taxes pending receipt from the respective Unit Owners of their proportionate share thereof.

## **Article XII** **POWERS OF THE EXECUTIVE BOARD**

**12.1. Powers:** In addition to the powers set forth in the Act and the Bylaws, the Executive Board shall have the following powers:

(a) To appoint committees of the Board and to delegate to such committees the Executive Board's authority to carry out certain duties of the Board subject to the approval and control of the Board.

(b) To engage the services of a manager or managing agent, who may be any person, firm, corporation or other entity, upon such terms and compensation as the Executive

Board deems fit, and to remove such manager or managing agent at any time, provided any agreement with such manager or managing agent shall extend for not more than three (3) years and must be terminable by either party to such agreement without cause and without payment of a termination fee upon thirty (30) days' or less prior written notice.

(c) To engage the services of any persons (including, but not limited to, accountants and attorneys) deemed necessary by the Executive Board at such compensation as is deemed reasonable by the Executive Board, in the operation, repair, maintenance, and management of the Property, or in connection with any duty, responsibility or right of the Executive Board and to remove, at any time, any such personnel.

(d) To pay any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Executive Board constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Unit Owners. Where one (1) or more Unit Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Executive Board by reason of said lien or liens shall be specially assessed to said Unit Owners.

(e) To expend funds for the maintenance and repair of any Unit or any other portion of the Property which a Unit Owner is obligated to maintain or repair under the terms hereof, if such maintenance or repair is necessary, in the sole reasonable discretion of the Executive Board, to protect the Common Elements, or any other portion of the Property, and the Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Executive Board to said Unit Owner; *provided* that the Executive Board shall levy a special assessment against such Unit for the cost of said maintenance or repair.

(f) To establish user charges with respect to the use of amenities. Such charges shall be billed to the Unit Owner who, or whose guest, makes use of such amenities. Nothing herein contained shall require the establishment of user charges with respect to all or any one or more of such amenities. Use of all such amenities shall be subject to the Rules and Regulations of the Executive Board.

(g) Each Unit Owner hereby grants to the Executive Board a Limited Power of Attorney to make any and all emergency repairs, determined as such by the Executive Board in its sole, reasonable discretion, within the Unit.

### **Article XIII** **MORTGAGES**

**13.1. Common Element:** The Common Elements cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Unit Owners.

**Article XIV**  
**BUDGETS; COMMON EXPENSES;**  
**ASSESSMENTS AND ENFORCEMENT**

**14.1. Monthly Assessments:** All Common Expense assessments shall be deemed to be adopted and assessed on a monthly basis (not 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 monthly payments, in advance, on the first day of each month, as determined by the Executive Board.

**14.2. Subordination of Certain Charges:** Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Section 3302(a) (10), (11) and (12) of the Act, shall be subordinate to the lien of a Permitted Mortgage on a Unit. Permitted Mortgagees are not required to collect any monies levied by the Executive Board.

**14.3. 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 Executive Board may incur or expend pursuant hereto, shall be approved by the Executive Board, and a written memorandum thereof prepared and signed by the Treasurer or a replacement appointed by Council. 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 twenty-five percent (25%) of the Association's total budget without the prior approval of the Unit Owners entitled to vote representing two-thirds (2/3) of the votes of all Unit Owners.

**14.4. Reserve:** Each annual budget for monthly assessments of Common Expenses shall include an amount reasonably considered by the Executive Board to be sufficient as a reserve for replacements and contingencies. In addition, the Executive Board shall have the right to segregate all or any portion of the reserve for any specific replacement or contingency upon such conditions as the Executive Board deems appropriate.

**14.5. Accounting:** On or before the tenth (10<sup>th</sup>) day of February of each calendar year commencing 2012, the Executive Board shall supply to all Unit Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the annual budget or monthly assessments and leases and sales of property owned or managed by the Executive Board on behalf of the Association, and showing the net excess or deficit of income over expenditures plus reserves.

**14.6. Further Assessments:** If any annual budget proves inadequate for any reason, including nonpayment of any Unit Owner's monthly assessments, or any nonrecurring Common Expense or any Common Expense not set forth in the annual budget as adopted, the Executive Board may at any time levy further monthly assessments according to each Unit Owner's Percentage Interest in the Common Elements as to General Common Expenses and according to shares of Limited Expenses allocated to Units as to Limited Expenses. Such further monthly assessments shall be payable over such period of time as the Board may determine. The Executive Board shall serve notice of such further assessments on all Unit Owners by a

statement in writing giving the amount and reasons therefore, and such further monthly assessments shall become effective as determined by the Executive Board.

**14.7. Surplus:** The budget of the Association shall segregate Limited Expenses from General Common Expenses. Any amounts accumulated from assessments for Limited Expenses and income from the operation of Limited Common Elements to which such Limited Expenses pertain in excess of the amount required for actual Limited Expenses and reserves for future Limited Expenses, as is detailed in the Georgetown Commons 15 Year Plan, shall be credited to each Unit Owner paying a share of such Limited Expenses in proportion to the share of such Limited Expenses paid by each such Unit Owner, said credits to be applied to the next monthly assessments of Limited Expenses due from said Unit Owners, until exhausted. Any amounts accumulated from assessments for General Common Expenses and income from the operation of the Common Elements to which such General Common Expenses pertain in excess of the amount required for actual General Common Expenses and reserves for future General Common Expenses shall be credited to each Unit Owner in accordance with Percentage Interest, said credits to be applied to the next monthly assessments of General Common Expenses due from said Unit Owners, until exhausted.

**14.8. Acceleration:** If a Unit Owner is in default in the payment of any of the aforesaid charges or monthly assessments for sixty (60) days, the Executive Board may, in addition to all other remedies in the Act or Declaration contained, accelerate all other monthly assessments to become due for the fiscal year in which such default occurs; *provided however*, that a foreclosing Permitted Mortgagee shall be entitled to automatic subordination of such assessments in excess of the amounts given priority over mortgage liens in the Act. Permitted Mortgagees are not required to collect assessments.

**14.9. Interest and Charges:** All sums assessed by the Executive Board against any Unit Owner as a regular or special assessment shall bear interest thereon at the then maximum legal rate from the tenth (10th) day following default in payment of any monthly assessment when due. Any delinquent Owner shall also be obligated to pay (a) all expenses of the Executive Board, including reasonable attorneys' fees, incurred in the collection of the delinquent assessments by legal proceedings or otherwise, and (b) any amounts paid by the Board 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 assessment and shall be collectible as such, subject to **Section 14.2** above.

**14.10. Confession of Judgment:** IN ORDER TO EXPEDITE THE EXECUTIVE BOARD'S COLLECTION OF ANY DELINQUENT ASSESSMENT, EACH UNIT OWNER (BY THE ACCEPTANCE OF THE DEED TO HIS UNIT) SHALL BE DEEMED TO HAVE APPOINTED ANYONE OR MORE EXECUTIVE BOARD MEMBERS THE ATTORNEY-IN-FACT FOR SUCH UNIT OWNER TO CONFESS JUDGMENT AGAINST SUCH UNIT OWNER IN ANY COURT OF COMPETENT JURISDICTION IN

PENNSYLVANIA FOR ANY SUCH UNPAID ASSESSMENT(S), COSTS OF SUIT AND AN ATTORNEY'S COMMISSION OF TEN PERCENT (10%) OF ALL AMOUNTS DUE OR \$500.00, WHICHEVER IS GREATER, WHICH APPOINTMENT (BEING FOR SECURITY) SHALL BE IRREVOCABLE; AND FOR SO DOING A COPY OF THIS ARTICLE 14 AND SAID DEED, BOTH VERIFIED BY AFFIDAVIT, SHALL BE A SUFFICIENT WARRANT AND IRREVOCABLE. THE AUTHORITY GRANTED HEREIN TO CONFESS JUDGMENT SHALL NOT BE EXHAUSTED BY ANY EXERCISE THEREOF BUT SHALL CONTINUE FROM TIME TO TIME AND AT ALL TIMES UNTIL THE DECLARATION SHALL BE TERMINATED.

**Article XV**  
**LEASING**

**15.1. Restrictions:** A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that (except for a lease or sublease made by a Permitted Mortgagee which is either in possession or is a purchaser at judicial sale): (i) a criminal background report of any potential lessee or sublessee shall be furnished to the Executive Board ten (10) days prior to the Owner of any Unit entering into a lease or sublease. Upon receipt of such criminal background report, the Executive Board has ten (10) days to provide written notice to the Unit Owner rejecting any potential lessee or sublessee. The Executive Board has absolute discretion when rejecting or accepting potential lessees or sublessees, which discretion shall not be unreasonably applied; (ii) no Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than one (1) year; (iii) no Unit may be leased or subleased without a written lease or sublease; (iv) a summary of such lease or sublease shall be furnished to the Executive Board along with renters form and copy of the Declaration and Rule and Regulations given to each such lessee within ten (10) days after execution thereof; and (v) the rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations, and a default thereunder shall constitute a default under the lease or sublease; *provided, however*, that the foregoing shall not impose any direct liability on any lessee or sublease of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit.

**Article XVI**  
**INSURANCE**

**16.1. Generally:** The Executive Board shall acquire and pay for insurance required by the Act in addition to and subject to the following:

(a) Such insurance as the Executive Board deems advisable in the operation, and for the protection of the Common Elements and the Units.

(b) The amount of property insurance obtained pursuant to the Act shall be equal to the full insurable replacement value of the insured property, without deduction for depreciation, and in no event shall be less than the aggregate principal amount of all Permitted Mortgages. Such insurance policy(ies) may, at the option of the Executive Board, contain a “deductible” provision in an amount determined by the Executive Board but not to exceed Five Thousand Dollars (\$5,000.00).

(c) Each Unit Owner and the Executive Board hereby waives and releases any and all claims which he, she or it may have against any other Unit Owner, the Association, the Executive Board and members thereof, and their respective employees and agents, for damage to the Common Elements, Limited Common Elements, the Units, or to any personal property located in the Units, Common Elements or Limited Common Elements, caused by fire or other casualty or any act or omission of any such party to the extent that such damage is covered by fire or other form of hazard insurance.

(d) If the act or omission of a Unit Owner, or of a member of his or her family, a household pet, guest, occupant, or visitor of such Unit Owner shall cause damage to the Common Elements, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Executive Board, to the extent such payments is not waived or released under the provisions of **Subsection (c)** above.

(e) Any release or waiver referred to in **Subsections (c)** and **(d)** hereof shall be valid only if such release or waiver does not affect the right of the insured under the applicable insurance policy to recover thereunder. The Unit Owners and the Executive Board, with regard to the insurance carried by each of them, shall use their best efforts to see that their insurance carriers agree that such release or waiver does not affect their respective rights of recovery.

(f) If the Executive Board fails within sixty (60) days of an insured loss to initiate a claim for damages recoverable under the property insurance policy(ies) obtained pursuant to the Act, the holder of any Permitted Mortgage may initiate such a claim on behalf of the Executive Board. At least once every three (3) years, but more frequently if in the Executive Boards’ judgment the Property is rapidly appreciating in value, the Executive Board shall cause an appraisal of the Property to be made for the purpose of determining the current full insurable replacement value of the insured property, without considering depreciation, and the Executive Board shall change the amount of property insurance on the Property to the amount of the then current full insurable replacement value of the Property as established by such appraisal, provided that such insurance shall not be decreased below the aggregate principal amount of all Permitted Mortgages.



(g) Each Unit Owner shall notify the Executive Board in writing of any additions, alterations or improvements to his Unit and he shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Association. The Executive Board shall use its reasonable efforts to obtain insurance on any such additions, alterations or improvements if such Unit Owner requests it to do so and if such Unit Owner shall make arrangements satisfactory to the Executive Board to reimburse it for any additional premiums attributable thereto; and in the absence of insurance on such additions, alterations or improvements, the Executive Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations, or improvements.

(h) Comprehensive public liability and property damage insurance as required by the Act shall be in such limits as the Board shall deem desirable provided that such limit shall not be less than One Million Dollars (\$1,000,000.00) per occurrence, for personal injury and/or property damage, insuring the Association, the Executive Board members, the managing agent, if any, and respective agents and employees, and the Unit Owners from any liability to the public or to the Unit Owners, their tenants, or invites, relating in any way to the ownership and/or use of the Property or any part thereof.

(i) The Executive Board may obtain such other forms of insurance, including, but not limited to, Board member and officer liability insurance, and such Worker's Compensation insurance as may be necessary to comply with applicable laws.

(j) The Executive Board shall obtain a fidelity bond or bonds or insurance to protect against dishonest acts on the part of the Executive Board members, officers, agents, employees, volunteers, and all others who handle, or are responsible for handling, funds of the Association. Such bond or bonds or insurance shall name the Association as an obligee or insured and shall be in an amount equal to one hundred and fifty percent (150%) of the then current Common Expense budget or such higher amount as the Executive Board deems appropriate. Such bond or bonds of insurance shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee" or other appropriate provisions to assure coverage of such persons.

(k) Except as otherwise provided in this Declaration, premiums for all insurance obtained or maintained by the Executive Board, fees and expenses of the insurance trustee, if any, and the cost of any appraisal which the Executive Board deems advisable in connection with any insurance, shall be Common Expenses.

(l) The Executive Board shall use its best efforts to secure policies providing that the policies cannot be cancelled, invalidated or suspended on account of the conduct of any one (1) or more individual Unit Owners or any officer or employee of the Executive Board or managing agent, if any, without a prior demand in writing that the Executive Board or managing agent, as the case may be, cure the defect, and without a reasonable period of time thereafter in which to cure the same.

(m) Insurance coverage on the furnishings and other items of personal property

belonging to a Unit Owner and insurance for his personal liability to the extent not covered by insurance maintained by the Board shall be the responsibility of each such Unit Owner.

**Article XVII**  
**INDEMNIFICATION**

**16.1. Generally:** The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or compelled action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Executive Board or Association) by reason of the fact that the person is or was an Executive Board member or officer, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, suit, or proceeding if that person acted in good faith and in a manner that person reasonably believed to be in, or not opposed to, the best interest of the Executive Board and the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that persons conduct was unlawful. The termination of any action suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Executive Board or the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending, or compelled action or suit by or in the right of the Executive Board to procure a judgment in its favor by reason of the fact that he or she is or was an Executive Board member or an officer against expenses (including attorney's fees) actually and reasonably incurred by that person in connection with the defense or settlement of such action or suit, if that person acted in good faith and in a manner that person reasonably believed to be in, or not opposed to, the best interest of the Executive Board or the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Executive Board or the Association.

To the extent that an Executive Board member or officer has been successful, on the merits or otherwise, in the defense of any action, suit, or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first two paragraphs of this **Article XVII** shall be made by the Executive Board on behalf of the Association only to the extent that an Executive Board member or officer has been successful, on the merits or otherwise, in the defense of any action, suit, or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under the first two paragraphs of this **Article XVII** shall be made by the Executive Board on behalf of the Association only as authorized in the specific case, upon a determination that indemnification of the Executive Board member or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the first two paragraphs of this **Article XVII**. Such determination shall be made (a) by the Executive Board by a majority vote of a quorum consisting of Executive Board members who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if a quorum of disinterested Board members so directs, by independent legal counsel in a written opinion, or (c) by a vote of the members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Executive Board on behalf of the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Executive Board in the specific case, upon receipt of an undertaking by or on behalf of the Executive Board member or officer to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this **Article XVII**.

The sums necessary to discharge the obligations of the Association under this **Article XVII** shall be deemed General Common Expenses.

The indemnifications provided by this **Article XVII** shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Executive Board, or otherwise, both as to act in his or her official capacity and to act in other capacities while holding such office, and shall continue as to a person who has ceased to be an Executive Board member or an officer.

### **Article XIII** **GENERAL PROVISIONS**

**18.1. Enforcement:** Enforcement of the covenants and restrictions set forth in this Declaration, the Act, and the administrative rules and regulations adopted pursuant thereto shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition, or restriction, imposed by this Declaration either to restrain violation or to recover damages, or to collect any liens or charges imposed pursuant to this Declaration, and against the Property to enforce any lien created by said covenants, and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Executive Board may also impose fines or other sanctions, the collection of which shall be as provided in this Declaration. The expenses of enforcement by the Association (including reasonable attorney's fees) shall be chargeable to the Unit Owner violating said covenants and restrictions, and shall constitute a lien on the Unit, collectible in the same manner as assessments hereunder. Before an individual Owner may act to enforce any provisions of this Declaration notice must be given to the Executive Board and the Executive Board given a reasonable opportunity to take appropriate action.

**18.2. Severability:** Invalidation of any one of the covenants or restrictions set forth in this Declaration by judgment or court order shall in no way effect any other provision hereof which shall remain in full force and effect.

**18.3. Services:** The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. The Association may but shall not be required to arrange as an Association expense with others to furnish water, trash collection, sewer services and other common service to each Unit.

**18.4. Personal Property and Real Property for Common Use:** The Association through action of the Executive Board may acquire, hold, mortgage and dispose of tangible personal property and real property.

**18.5. Implied Rights:** The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

**18.6. Captions:** The captions and headings utilized in this Declaration are for convenience of reference only and are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Declaration.

**18.7. Gender:** As used in this Declaration, the word person shall mean and include where appropriate, an individual, corporation, partnership or any other entity; the plural shall be substituted for the singular and the singular for the plural where appropriate and words of any gender shall be construed to include any other gender.

**18.8. Notices:** Any notice required to be sent to the Association or any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the Association and/or the person who appears as an Owner on the records of the Association at the time of such mailing.

**18.9. Pennsylvania Municipality Planning Code:** This Declaration shall be construed to grant the Municipality of Murrysville all of the rights, duties, and responsibilities provided for by the Pennsylvania Municipalities Planning Code (53 P.S. Section 10101, *et seq.*) as amended, and the Murrysville Zoning Ordinance, as they may refer to the Common Elements and rights of access.

**18.10. Terms and Perpetuities:** The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be terminated during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) percent of all Owners, and thereafter by an instrument signed by not less than fifty (50%) percent of all Owners. If any of the 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

until twenty-one (21) years after the death of the last survivor of the now-living descendants of Barack Obama, President of the United States, subject to prior amendment or termination as set forth hereinabove.

**18.11. Effective Date:** This Declaration shall be effective upon recording in the Recorder of Deeds Office of Westmoreland County.

**18.12. Binding Effect:** This Declaration and all of its terms and conditions shall extend to and be binding upon the Declarant and each Owner and each their respective heirs, personal representatives, successors and permitted assigns.

**IN WITNESS WHEREOF,** the said Declarant has signed these presents on the day and year first above written.

**Georgetown Commons Land Organization (GCLO)**

By: \_\_\_\_\_  
Name:  
Title:



**EXHIBIT "A"**

**Submitted Real Estate**

## Exhibit "A"

ALL those certain parcels of land known as Lot No. 17 and G.C.A. No. 1 of The Georgetown Commons Sub-division situate in Franklin Borough, Westmoreland County, PA; as recorded in the County of Westmoreland in Plan Book Volume 77, pages 59 and 60, being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the Northerly line of Old William Penn Highway at the dividing line of lands of Bruno Mares, said point being distant North  $14^{\circ} 33' 00''$  West, 30.30' from the center line of Old William Penn Highway; thence continuing through lands of the Grantor and along the Northerly line of Old William Penn Highway South  $71^{\circ} 16' 00''$  West, 293.84' to a point; thence still through lands of the Grantor and along the Easterly line of proposed Georgetown Drive the following courses and distances, by a curve to the right having a radius of 50' for an arc distance of 83.60' to a point, North  $12^{\circ} 56' 25''$  West, 19.90' to a point; by a curve to the right having a radius of 118.58' for an arc distance of 59.32' to a point, by a curve to the left having a radius of 174.85' for an arc distance of 108.40' to a point at the dividing line of lot No. 16 and 17; thence along the said dividing line North  $70^{\circ} 12' 09''$  East, 308.19' to a point; thence along the line of Bruno Mares South  $14^{\circ} 33' 00''$  East, 237.87' to a point at the place of beginning.

HAVING a total area of 1.770 acres.

## AND

ALL that certain tract of land being a portion of the Georgetown Commons Sub-division, situate in Franklin Borough, Westmoreland County, PA; as recorded in Plan Book Volume 77, pages 59 and 60, being more particularly bounded and described as follows, to-wit:

BEGINNING at a point on the center line of Old William Penn Highway, said point being the South Easterly corners of the property herein described; thence along the center line of Old William Penn Highway South  $71^{\circ} 16' 00''$  West, 320.00' to a point; thence still along same by a curve to the right having a radius of 795.82' for an arc distance of 238.21' to a point; thence still along same South  $88^{\circ} 24' 59''$  West, 73.05' to a point thence along other land of the Grantors North  $22^{\circ} 14' 58''$  West, 388.29' to a point; thence still along same South  $88^{\circ} 24' 59''$  West, 675.00' to a point; thence along lands of Michael Sotak North  $09^{\circ} 45' 00''$  West, 100.00' to a point; thence still along same North  $17^{\circ} 30' 00''$  East, 505.91' to a point; thence still along same North  $06^{\circ} 30' 00''$  West, 322.90' to a point; thence along lands of Dora Cline, South  $74^{\circ} 30' 00''$  East, 543.08' to a point; thence still along same North  $75^{\circ} 15' 00''$  East, 544.64' to a point; thence along lands of William DeSantus, Della DeSantus, Fred Braun, and Bruno Mares South  $14^{\circ} 33' 00''$  East, 857.02' to a point; thence along the dividing line of Lot 16 and 17 in the above mentioned plan South  $70^{\circ} 12' 09''$  West, 308.19' to a point on the Easterly line of Georgetown Drive; thence along the Easterly line of Georgetown Drive the following courses and distances: by a curve to the right having a radius of 174.85' for an arc distance of, 108.40; by a curve to the left having a radius of 118.588' for an arc distance of 59.32'; South  $12^{\circ} 56' 25''$  East, 19.90; by a curve to the left having a radius of 50' for an arc distance of 83.60' to a point on the Northerly line of Old William Penn Highway; thence along the Northerly line of said highway North  $71^{\circ}$



16' 00" East, 293.84' to a point on the line of lands of Bruno Mares; thence South 14° 33' 00" East, 30.80' to a point at the place of beginning.

CONTAINING a total area of 25.410 acres.

**AND**

ALL that certain tract of land situate in the Borough of Franklin, County of Westmoreland, Commonwealth of Pennsylvania, being a portion of the Georgetown Commons Subdivision as recorded in the Recorder's Office of Westmoreland County, Pennsylvania in Plan Book Volume 77, pages 59 and 60 and being more particularly bounded and described as follows:

BEGINNING at a point in the center line of Old William Penn Highway; thence along lands of T.C. Jacobs North 22° 14' 58" West 388.29' to a point; thence through lands of Georgetown Commons Joint Venture the following courses and distances: South 61° 25' 20" East 72.95', North 66° 44' 41" East 203.24' to a point, North 44° 31' 23" West 24.00', North 20° 56' 50" East 76.58', North 16° 15' 07" West 177.17', North 06° 46' 08" West 169.68', North 72° 15' 10" West 72.63', North 32° 44' 57" East 228.13', North 14° 45' 00" West 127.50'; thence along lands of Dora Cline North 75° 15' 00" East 270.00' to a point; thence along lands of William DeSantus, Della DeSantus, Fred Braun, and Bruno Mares South 14° 33' 00" East 1,125.59' to a point in the center of Old William Penn Highway; thence along the center line of Old William Penn Highway South 71° 16' 00" West 320.00' to a point; thence still along same by a curve to the right having a radius of 795.82' for an arc distance of 238.21' to a point; thence still along same South 88° 24' 59" West 73.05' to a point at the place of beginning.

**EXHIBIT "B"**

**Easements, Licenses and Restrictions**

- 1) All easements, restrictions, etc., as shown on the Plan.
- 2) Defects, liens, encumbrances, adverse claims, or other matters, if any, first appearing in the public records or attaching subsequent to the recording of this Declaration.

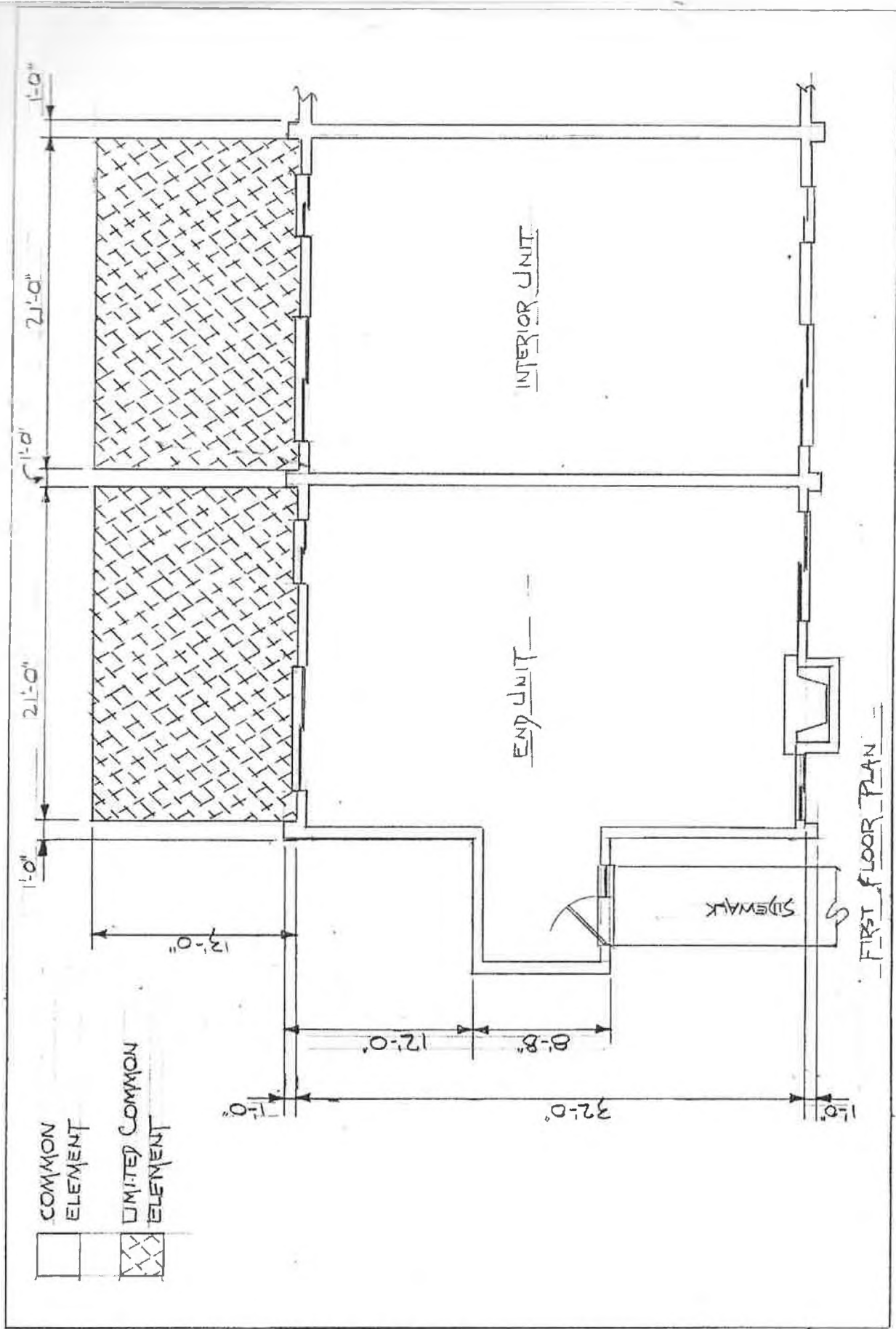
**SCHEDULE C**  
**PERCENTAGE INTEREST IN**  
**COMMON ELEMENTS**  
**GEORGETOWN COMMONS**

<b>TOWN HOME NUMBERS</b>	<b>PERCENTAGE INTEREST</b>
100 - 311 Williamsburg Drive (30)	1.852
100 – 108 Georgetown Drive (9)	1.851
109 – 211 Georgetown Drive (15)	1.852
Total Town Homes: 54	

**EXHIBIT "D"**

**Plats and Plan**

(see attached page)



COMMON ELEMENT

LIMITED COMMON ELEMENT

INTERIOR UNIT

END UNIT

SIDEWALK

FIRST FLOOR PLAN

1'-0"

21'-0"

1'-0"

21'-0"

1'-0"

13'-0"

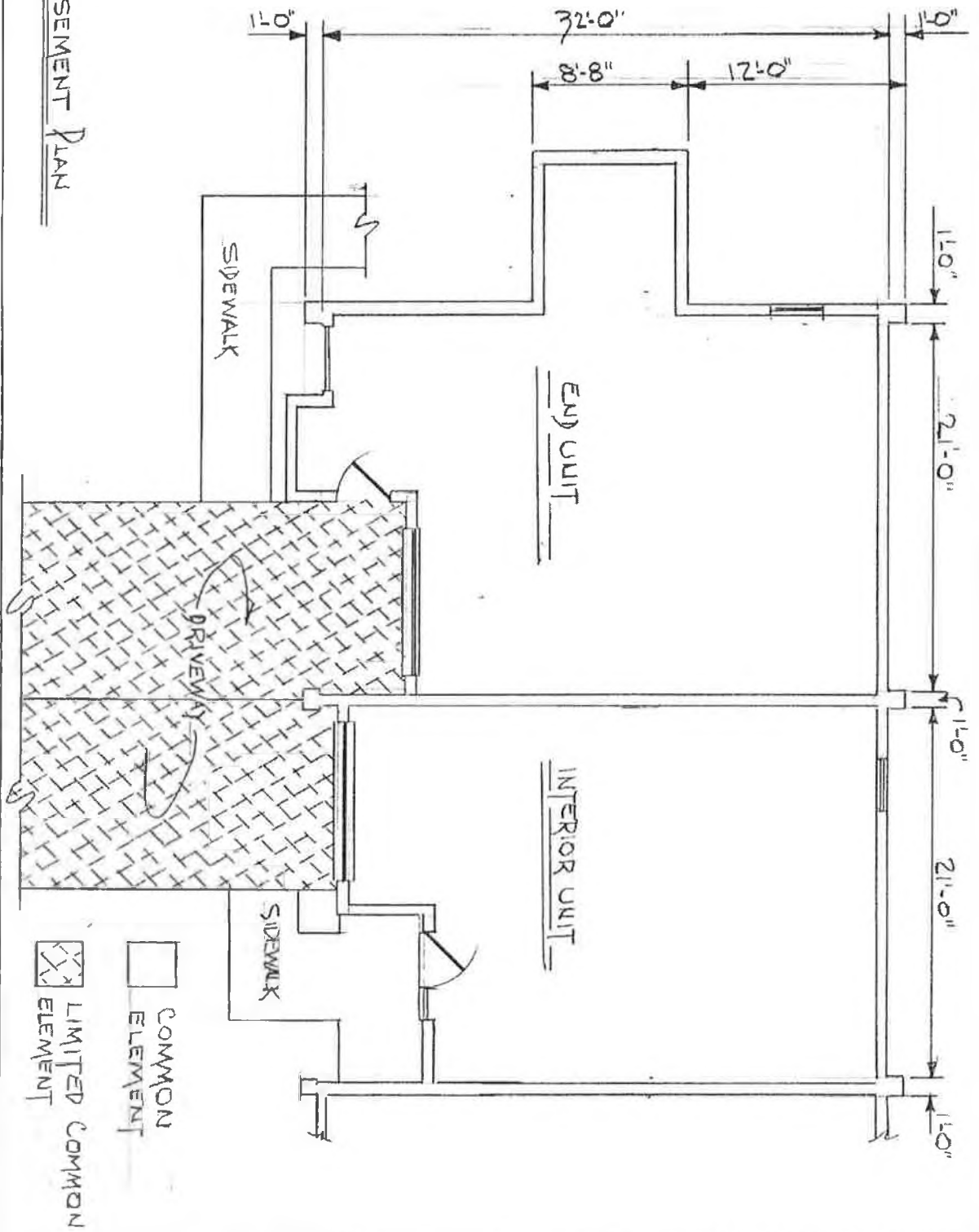
12'-0"

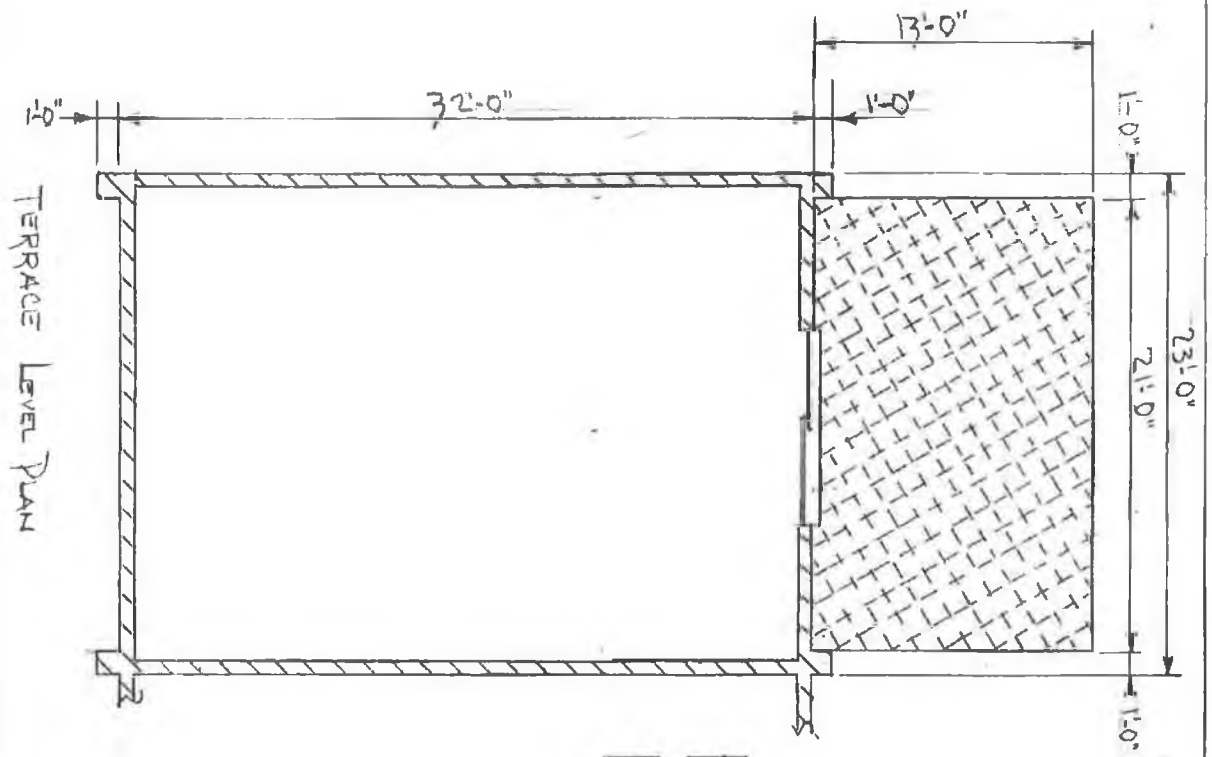
8'-8"



32'-0"

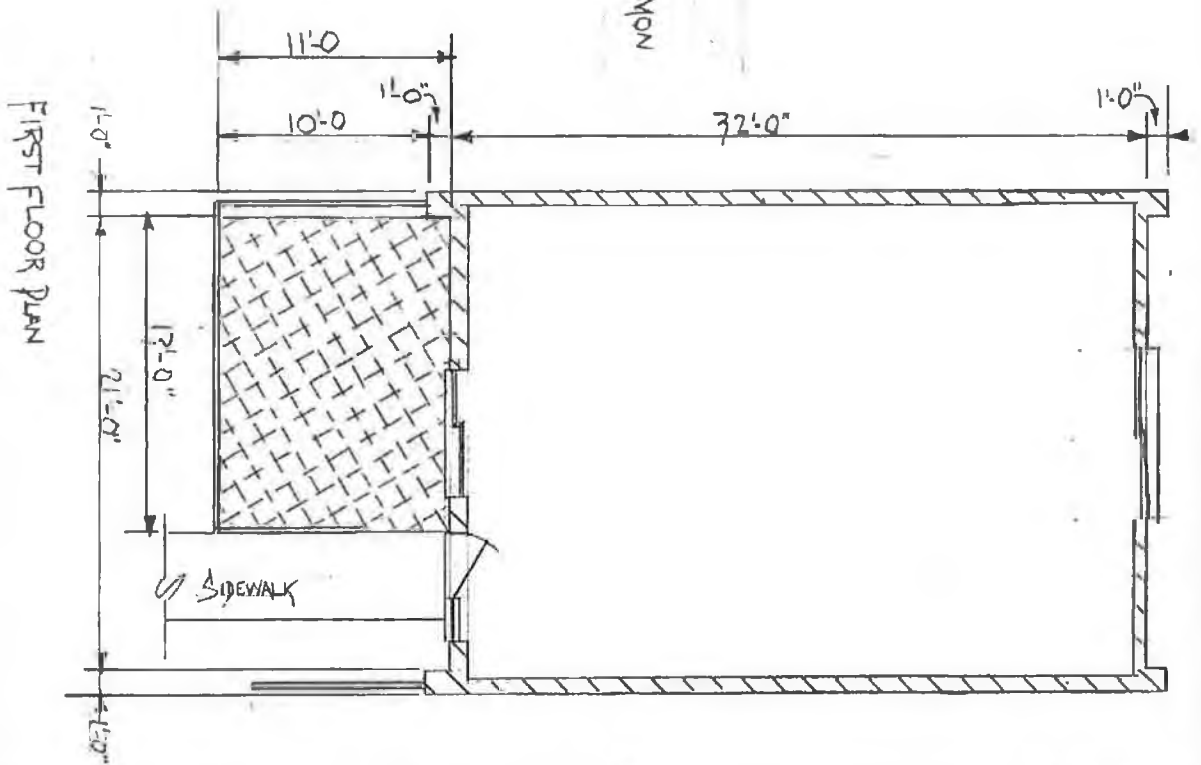
1'-0"

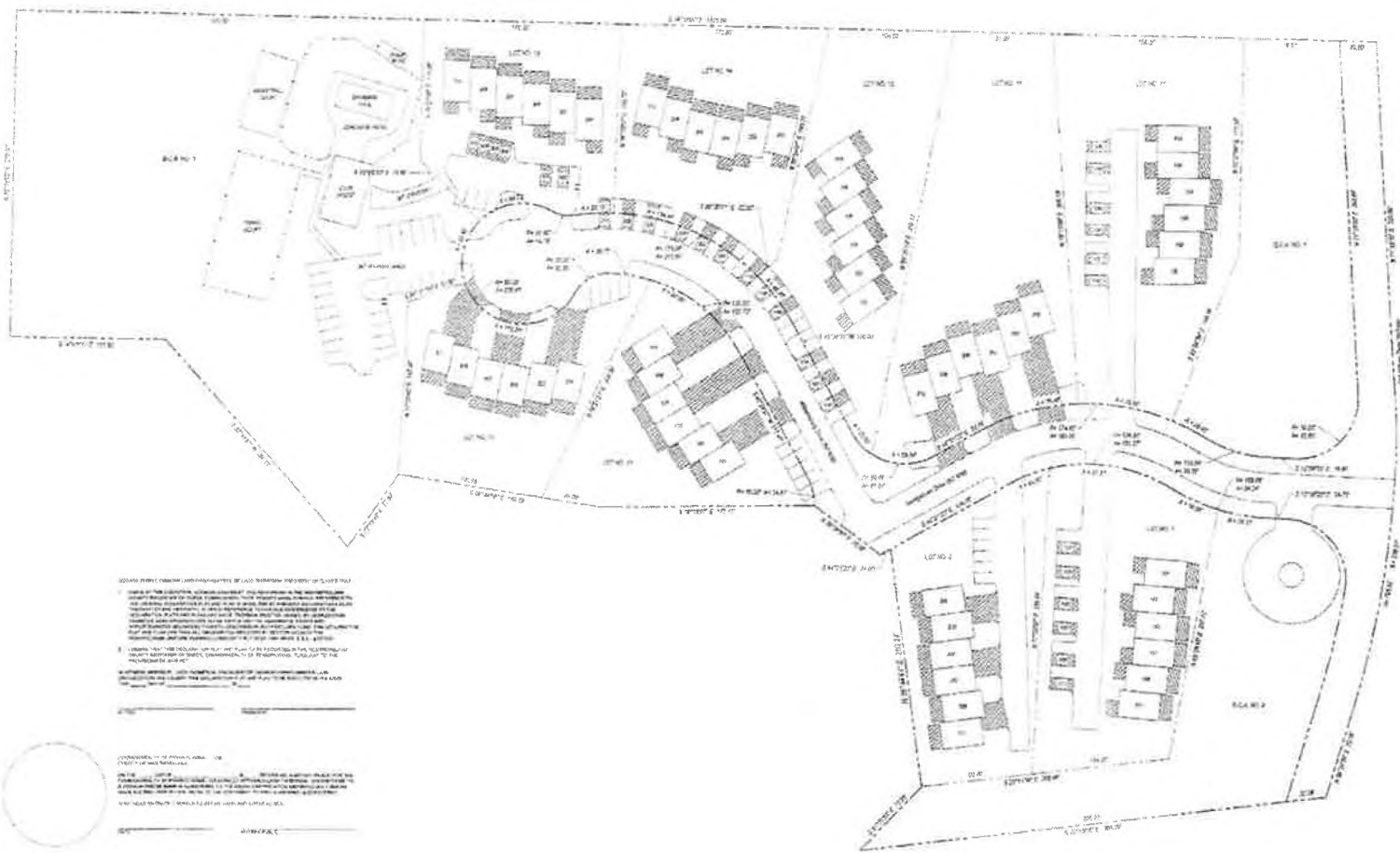
BASEMENT PLAN





 LIMITED ELEMENT  
 COMMON ELEMENT





1. THESE PLANS SHALL BE CONSIDERED TO BE THE PROPERTY OF THE ARCHITECT AND SHALL NOT BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE PLANS OR FOR ANY CONSEQUENCES ARISING THEREFROM. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE CONSTRUCTION OF THE PROJECT.

2. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE CONSTRUCTION OF THE PROJECT.

CONDOMINIUM TO BE BUILT IN AREA OF  
 100' x 100' x 100' x 100'

DATE: 10/1/11

PROJECT: GEORGETOWN COMMONS

ARCHITECT: [Signature]

DATE: 10/1/11

PROJECT: GEORGETOWN COMMONS

ARCHITECT: [Signature]



**General Notes**

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES AND ALL APPLICABLE LOCAL, STATE AND FEDERAL REGULATIONS.

**Legend**

EXISTING: [Symbol] EXISTING CONCRETE  
 [Symbol] EXISTING ASPHALT  
 [Symbol] EXISTING LANDSCAPING

Drawing Title: 160839

Scale: 1" = 10'

Prepared By: PVE Shoffler

Project No: Georgetown Commons  
 Land Organization  
 300 Williamsburg Lane  
 Exeter, PA 19622

811

Call before you dig

DATE REVISION	REVISION
10/1/11	ISSUE FOR PERMIT

Project Name: GEORGETOWN COMMONS

Project No: 160839

Drawing No: 1 of 1