

CC

DECLARATION

NORBERRY COURT CONDOMINIUM ASSOCIATION, INC.
BUILDINGS 7, 8, 9, and 10

PREAMBLE

Norberry, Inc., a Pennsylvania Corporation, has (shall construct) constructed the Building on the Land it owns and has (shall enter) entered into certain Agreements of Sale with Purchasers for sale and purchase of Condominium Units. Units will be conveyed by Norberry, Inc., to the Purchasers as Condominium Units pursuant to said Agreement of Sale. Pursuant to the foregoing, Norberry, Inc., executed this Declaration of Condominium.

ARTICLE I

SUBMISSION: DEFINED TERMS

Section 1. Declarant; Property; County; Name.

Norberry, Inc., a Pennsylvania Corporation, owner in fee simple of the Land described in Exhibit "A", attached hereto, located in the Township of Cranberry, Butler County, Pennsylvania, hereby submits the Land and Building, together with all easements, rights, and appurtenances thereunto belonging ("Property") to the provisions of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. §3101, et seq, ("Act"), and hereby creates with respect to the Property a Condominium, to be known as "Norberry Court Condominium Association, Inc."

Section 2. Easements.

The Land is so submitted:

A. Subject to all covenants, conditions, provisions, easements, and restrictions of record, including utility easements and rights of way. .

B. Subject to all applicable Cranberry Township Ordinances.

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Exhibit "A"

ARTICLE II

BUILDING ON THE LAND: UNIT BOUNDARIES

Section 1. Location of Building.

The location, dimensions, and area of the Buildings are shown on Plat No. 1, attached hereto.

Section 2. Units and Percentage Interests Common Elements

The location of Units within the Building is shown on the Plans, attached hereto. Set forth in Exhibit "B" is a list of all Units and their corresponding undivided percentage interest in the Common Elements. The percentage interest of each Unit is calculated on the square footage of each Unit. The undivided percentage interest of each Unit in the Common Elements is a fraction, the denominator of which is the total square footage area of all of the Units in the Condominium. The numerator of the fraction shall be the square footage area of each Unit. The Common Expense Liability shall be apportioned on the basis of the percentage interest of each Unit in the Common Element. Percentage Interests shall not be changed except by an amendment to this Declaration executed by all Unit Owners affected thereby. The total undivided interest in Common Elements assigned to all Units shall at all times aggregate one hundred percent (100%).

The locations of the Common Elements to which each Unit has direct access are shown on the Plats and Plans; balconies, terraces, and fences, if any, shown adjacent to any Unit are Limited Common Elements appurtenant to such Unit.

Section 3. Voting, Assessment.

At any meeting of Unit Owners, each Unit Owner shall be entitled to one vote for each Unit.

Common Charges shall be assessed against each Unit on the basis of the percentage interest of each Unit in the Common Elements.

Section 4. Unit Boundaries.

Each Unit consists of the space within the following boundaries:

A. Upper and Lower (Horizontal) Boundaries:

The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with vertical boundaries.

1. Upper Boundary: The horizontal plane of the bottom surface of the concrete ceiling slab or wooden surface constituting the ceiling of the Unit.

2. Lower Boundary: The horizontal plane of the top surface of the concrete slab or wooden surface constituting the floor of the Unit.

B. Vertical Boundaries:

The vertical boundaries of the Unit shall be the vertical planes, extended to intersections with the upper and lower boundaries, formed by the Unit-side surface of the walls which surround the Unit.

C. Balconies are Limited Common Elements allocated solely to the Unit to which it is appurtenant. The boundary of such Limited Common Elements shall extend beyond the exterior perimeter wall out to the vertical plane made by the perimeter fences or walls, if any, on said balcony. The horizontal floor surface of said Unit shall prescribe the lower boundary of the balcony and the horizontal surface of the plane created by a horizontal extension of the Unit's ceiling shall prescribe the upper boundary of the balcony.

D. If any chute, flue, duct, wire, conduit, bearing wall, window, door bearing column, or other fixture or structural element lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

E. Subject to the provisions of Paragraph D. above, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. Interior partitions may be moved or removed only upon prior written approval of the Association, which shall not be withheld unreasonably. In the event a Unit Owner does move, remove, or replace any interior partitions, no amendment of the Plats and Plans shall be necessary.

Section 5. Maintenance Responsibilities.

Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the foregoing boundary descriptions, the Units and Limited Common Elements shall be maintained and repaired by each Unit Owner and the Common Elements by the Association in accordance with the provisions of §3307 of the Act. All expenses associated with the maintenance, repair, and replacement of a Limited Common Element shall be paid by the Unit Owners, to which such Limited Common Element was assigned at the time the expense was incurred. If such Limited Common Elements are not kept in good repair, the Association may do so and charge the cost thereof plus a 10 Percent (10%) service fee against the Unit Owner as a common expense.

ARTICLE III

USE RESTRICTIONS

Section 1. Use, Purposes, and Restrictions.

The uses of the Property, and the purposes for which the Building and each of the Units thereon and Common Elements are intended, shall be in accordance with the following provisions:

1. Use of Units.

A. Each Unit shall be used solely as a residence for one family.

B. Unit Owners may lease their individual Units. Any lease of a Unit shall be in writing and shall have a clause that makes any breach of the rules and regulations contained in any of the Condominium Documents a breach of said lease, and any lease, in excess of one year, must be pre-approved by the Association; such approval not to be unreasonably withheld.

2. Storage Use; Insurance Rates.

Nothing shall be done or kept in any Unit or the Common Elements which might increase the rate of insurance coverage for the Building or the contents thereof beyond the normal rates applicable for residential dwellings, without prior written consent of the Association.

3. Offensive Activities.

No noxious or offensive activities 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 Unit Owners or occupants.

4. Structural Integrity.

Nothing shall be done to any Unit, or on, or in the Common Elements which will impair the structural integrity of the Building or which will structurally change the Building.

5. Use of Common Elements.

The Common Elements shall be used only for the furnishing of the services and facilities for which they were intended and are reasonably suited and which are incidental to the use and occupancy of the Units.

6. Powers of Executive Board to Enforce.

The Executive Board shall have the power to make such rules and regulations as may be necessary to carry out the intent of these use restrictions, and shall have the right to bring law suits to enforce the rules and regulations promulgated by the Association.

ARTICLE IV

EASEMENTS

Section 1. Utility Easements - Right of Entry.

The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant and 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.

Section 2. Encroachments and Support.

Each Unit, and the property included in the Common Elements shall be subject to an easement for encroachments created by construction, settling, and overhands as designed or constructed. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist.

Section 3. Pedestrian Easements.

There is hereby created an easement for a pedestrian right-of-way over and across the Common Elements, for the purpose of pedestrian passage by all persons lawfully upon the Common Elements. An easement is hereby reserved to Declarant to enter the Common Elements to construct and maintain such facilities and perform such operations as may be reasonably required, convenient or incidental to the construction of the Building, provided nothing herein shall be deemed to increase the obligations of the Declarant hereunder.

Section 4. Emergencies, Repair.

There is hereby granted a blanket easement to the Association or its officers, agents, and employees, to any manager employed by or on behalf of the Association and to all policemen, firemen, ambulance, governmental, and utility company personnel and all other similar persons to enter upon the Property or any part thereof in the proper performance of their respective duties and for repair and maintenance of Common Elements and Limited Common Elements.

Section 5. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines, and Other Common Elements Located Inside Units.

Each Unit Owner shall have an easement in common with the other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of all the other Unit Owners to use the pipes, ducts, cables, wires, conduits, public utility lines, and other Common Elements serving each other Unit and located in such Unit.

ARTICLE V

POWERS OF ASSOCIATION, RESERVES, ASSESSMENTS

Section 1. Reserve Accounts.

The Association shall have the power to create working capital, reserve for replacement, and contingency accounts, and to assess the Unit Owners for contributions to the said accounts.

Section 2. Exterior Maintenance.

In addition to maintenance upon the Common Elements, the Association shall as a Common Expense provide exterior maintenance upon the Building as follows: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements.

Section 3. Assessment of Charges.

All sums assessed by resolutions duly adopted by the Association against any Unit for the share of Common Expenses chargeable to that Unit or any fine imposed against a Unit Owner shall constitute a lien against the affected Unit in accordance with the Act and also shall be the personal liability of the Owner of the Unit so assessed and shall constitute a lien against such Unit which shall be enforceable as provided in the Act or as otherwise permitted by Law. Provided, to the extent permitted by the Act, the lien for any such assessment is hereby expressly subordinated in time, lien, and priority to the first lien mortgage of any Mortgagee.

Section 4. Unpaid Assessments at Time of Voluntary Sale of a Unit.

Upon the voluntary sale or conveyance of a Unit, the grantee, shall be jointly and severally liable with the grantor for all unpaid assessments for Common Expenses which are a lien or charge against the Unit as of the date of the sale or conveyance.

ARTICLE VI

UNITS SUBJECT TO DECLARATION, BY-LAWS

Section 1.

All present and future Unit Owners and Residents of Units shall be subject to and shall comply with the provisions of this Declaration and the By-Laws as they may be amended from time to time. The acceptance of a Deed or execution of a lease or contract conveying an interest in, or the occupancy of, any Unit shall constitute such agreement.

ARTICLE VII

SEVERABILITY

Section 1.

In the event that any provision of the Condominium Documents is determined to be invalid or unenforceable, they shall be considered served and shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of the Condominium Documents.

ARTICLE VIII

TERMINATION

Section 1.

The Condominium may be terminated in accordance with the Act, provided no such termination shall be effective unless the same is executed by all of the Unit Owners and by the holders of all mortgages, judgments, or other liens affecting the Units.

ARTICLE IX

INSURANCE

Section 1.

The Association shall insure the Common Elements of the Building against loss or damage by fire and such other hazards as the Act may require or the Association may deem appropriate, without prejudice to the right of each Unit Owner to insure his own Unit for his own benefit. The premises for such insurance on the Common Elements shall be deemed Common Expenses.

ARTICLE X

AMENDMENT OF DECLARATION

Section 1.

For as long as Declarant is an Owner of one or more Units, this Declaration may be amended only with the Consent of Declarant.

Except as specifically otherwise permitted by Section 3219 of the Act and the other Sections of the Act referred to therein, this Declaration may only be amended by the vote of not less than sixty-seven percent (67%) of the Unit Owners to which votes in the Association are allocated in person or by proxy at a meeting duly held in accordance with the provisions of By-Laws, provided, however, that any such Amendment shall have been approved in writing by any mortgagees holding mortgages which comprise the first liens on five (5) or more Units, which approval shall not be unreasonably withheld.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 8th day of February, 1985.

ATTEST:

NORBERRY, INC.

Judith McVay
Secretary

Gene M. Reisch
President

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SECOND AMENDED DECLARATION
NORBERRY COURT CONDOMINIUM

WHEREAS, a Declaration of Condominium for Norberry Court Condominium was recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, at Record Book 1220, Page 0439; and

WHEREAS, an Amended Declaration for Norberry Court Condominium was recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, at Record Book 1250, Page 894; and

WHEREAS, the Declarant and Unit Owners of all Units located in the Norberry Court Condominium have voted to amend the Declaration of Condominium as hereinafter set forth.

NOW, THEREFORE, the Declaration of Condominium is hereby amended to include the following Article:

ARTICLE XI

RIGHTS OF PERMITTED MORTGAGEES

Section 1. Upon a specific written request of a holder of a permitted mortgage on a Unit or its servicer to the Executive Board, the permitted mortgagee shall, at the expense of the Unit Owner, be entitled to receive some or all of the following as designated in the request:

- a. Any proposed amendment of the condominium instruments affecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the general

or limited Common Elements appertaining to any Unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the Owners Association appertaining to any Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted;

- b. Any proposed termination of the Condominium regime;
- c. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held by such permitted mortgagee;
- d. Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such permitted mortgagee or such delinquency has continued for a period of sixty (60) days;
- e. Any lapse, cancellation, or material modification of any insurance policy maintained by the Unit Owners Association;
- f. Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Executive Board to the Owner of a Unit covered by the mortgage;
- g. Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to Unit Owners;
- h. Copy of notices of meetings of the Unit Owners and the right to designate a representative to attend such meetings;

- i. Notice of the decision of the Unit Owners to make any material amendment to this Declaration;
- j. 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 notices or documents shall be sent by the Executive Board. The Executive Board need not inquire into the authority for or validity of any request made by a permitted mortgagee hereunder.

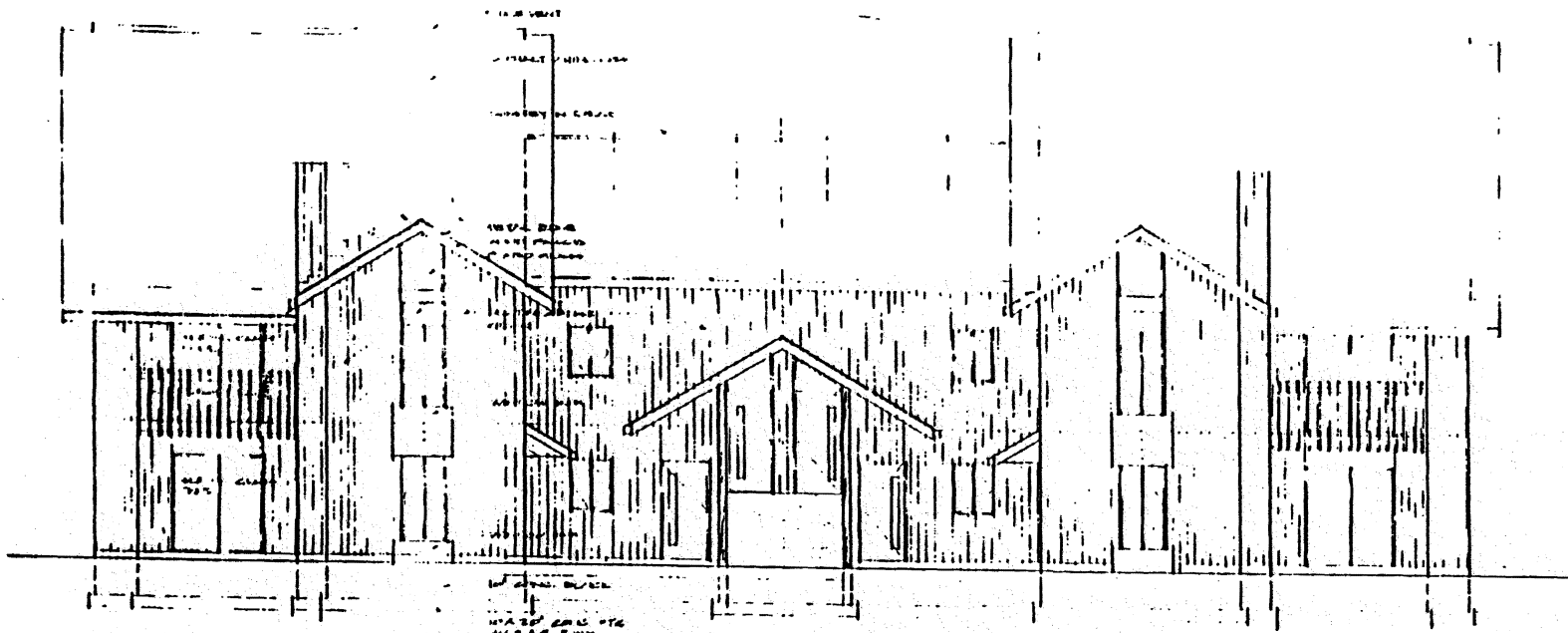
Failure to comply with the requirements set forth above shall in no way invalidate otherwise proper actions of the Association or the Executive Board.

Section 2. The insurance policies maintained on the building and the Common Elements shall name the Association, the Unit Owners, and the permitted mortgagees, as their respective interest may appear, without specifically naming any individual mortgagee or Unit Owner. No Unit Owner shall deliver any permitted mortgage or any obligation to be secured thereby unless it has first notified the Executive Board of the name and address of the proposed permitted mortgagee. When such permitted mortgage is delivered to the mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies of it to the Executive Board. Upon receipt of such copy of a permitted mortgage and the approval thereof by the Executive Board, which approval shall be promptly given or denied, the Secretary of the Executive Board shall instruct the insurer of the property to add the name of the permitted mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the property and to provide such permitted mortgagee with a certificate of insurance showing that the permitted mortgagee's name has been so added.

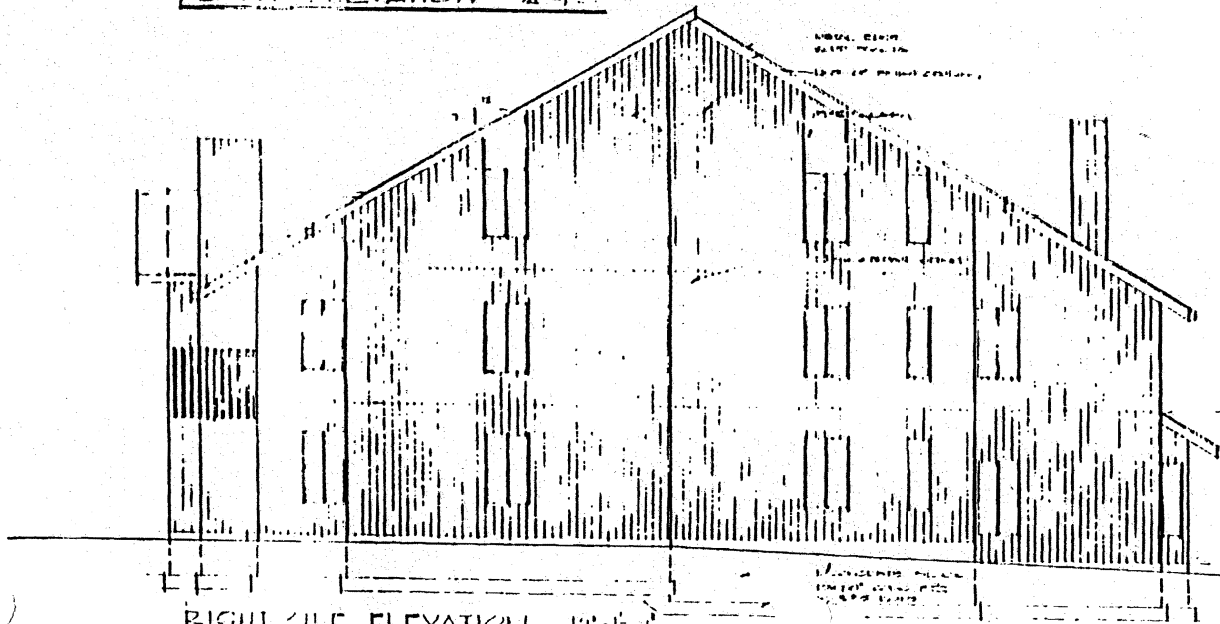
Section 3. In addition to other rights granted herein, permitted mortgagees shall have the rights set forth below:

- a. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications, unless the approval of the eligible holders of first mortgages on Units to which at least 51 percent of the votes of Units subject to mortgages held by such eligible holders are allocated, is obtained;
- b. Any election to terminate the Condominium regime after substantial destruction or a substantial taking in condemnation of the Condominium property must require the approval of the eligible holders of first mortgages on Units to which at least 51 percent of the Units subject to mortgages held by such eligible holders are allocated;
- c. No reallocation of interest in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium project may be effected without the approval of the eligible holders of first mortgages on Units to which at least 51 percent of the votes of Units subject to mortgages held by such eligible holders are allocated.

All provisions contained in the original Declaration of Condominium and Amended Declaration of Condominium not specifically amended herein are hereby reaffirmed and incorporated herein.



FRONT ELEVATION 10'-0"



RIGHT SIDE ELEVATION 10'-0"

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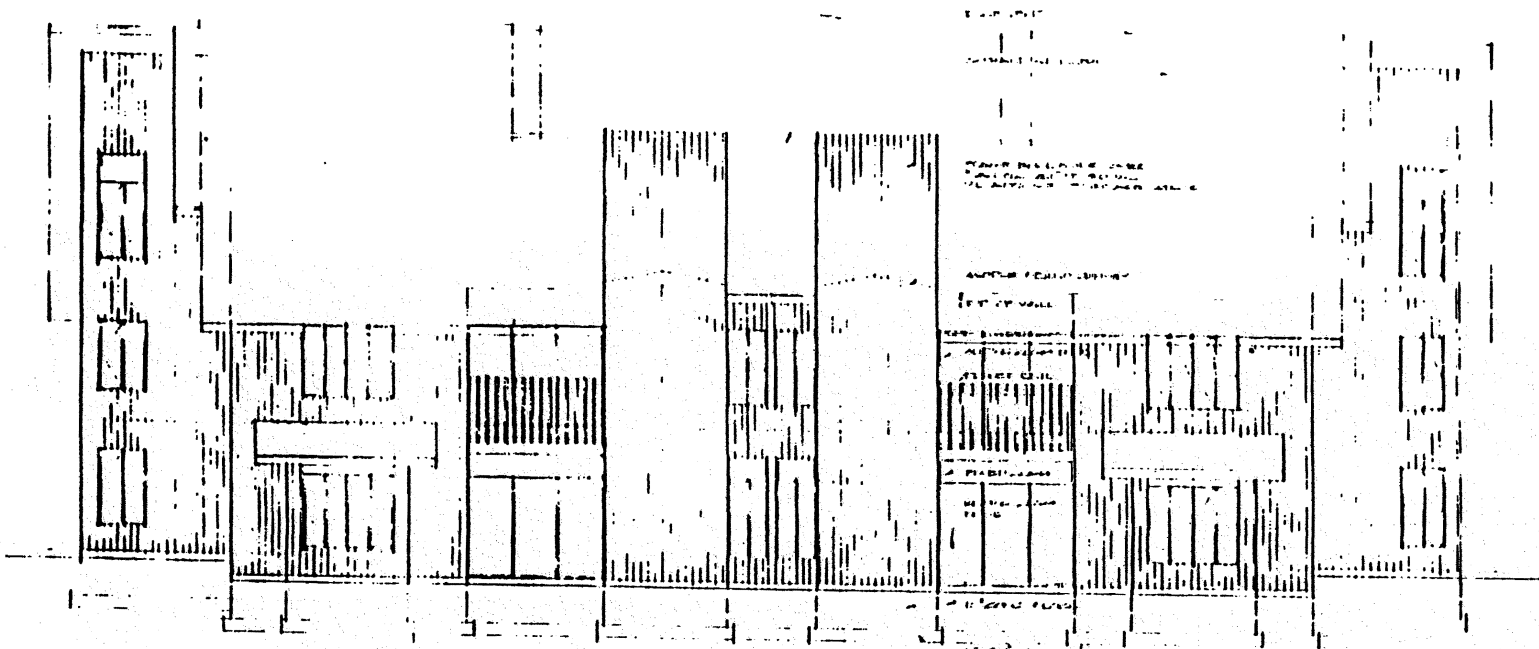
ANTHONY G. DORSCH ARCHITECT, AIA
 1000 W. 10TH AVENUE, SUITE 1000
 DENVER, COLORADO 80202



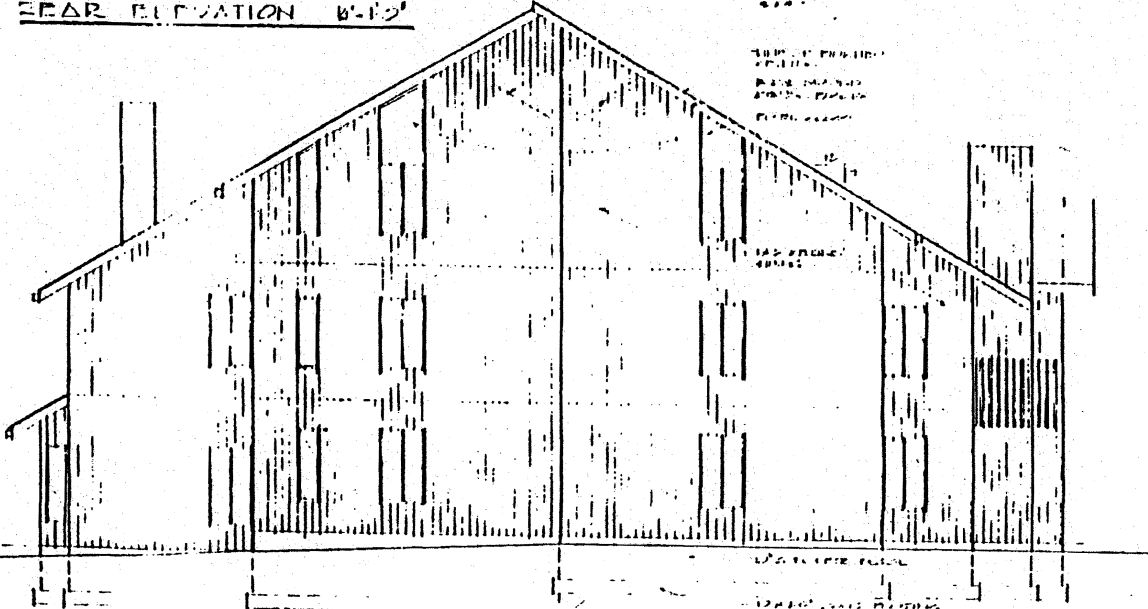
ELEVATION 10'

OWNER/SP OF DOCUMENTS
 These drawings and specifications are prepared by and represent the work product of the Architect. Anthony G. Dorsch, the use or reproduction of these documents without prior written consent is prohibited and shall subject the perpetrator to civil and/or criminal penalties.

NO. 1411524	DATE 10/15/24	SCALE 1/8" = 1'-0"
ELEVATION 10'		
8, 9, 10		
A-6		



REAR ELEVATION 8'-10"



LEFT SIDE ELEVATION 8'-10"

VCL 1250 PAGE 0916



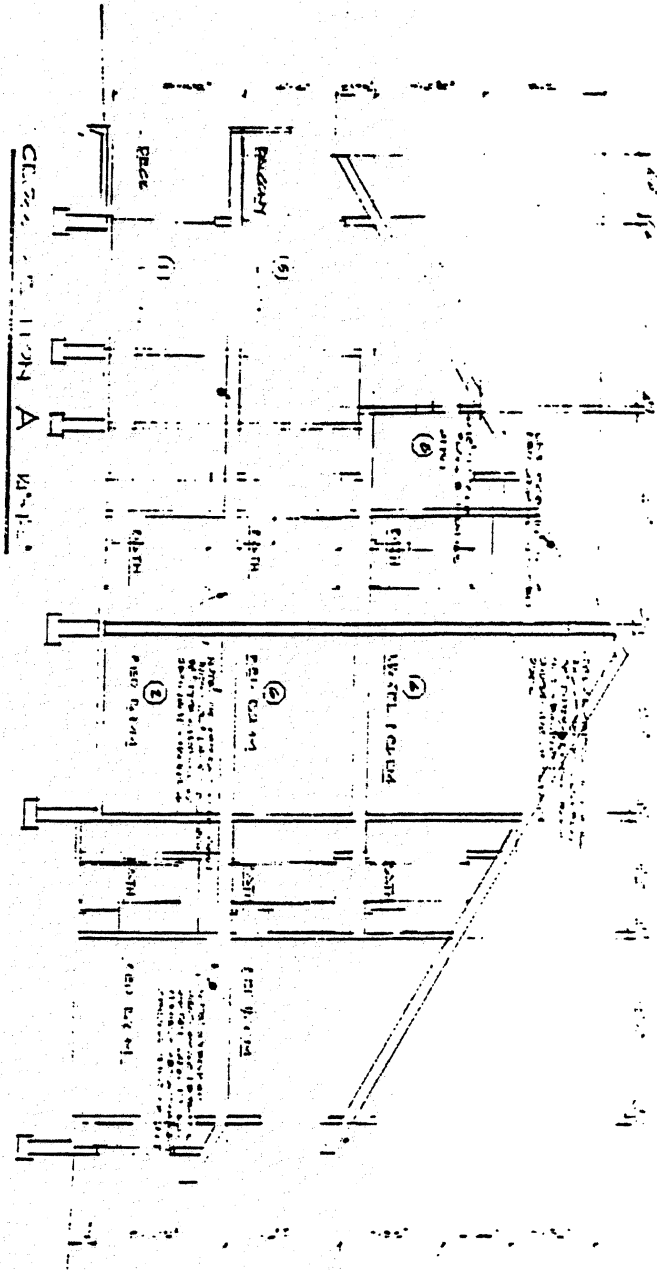
ANTHONY G. DORSCH ARCHITECT AIA
 1000 14th St. N. • Charlotte, NC 28203 • 704.375.1111
 1700 10th St. • International, Princeton, NJ 08540 • 609.981.1111

EXHIBIT 10

89,10

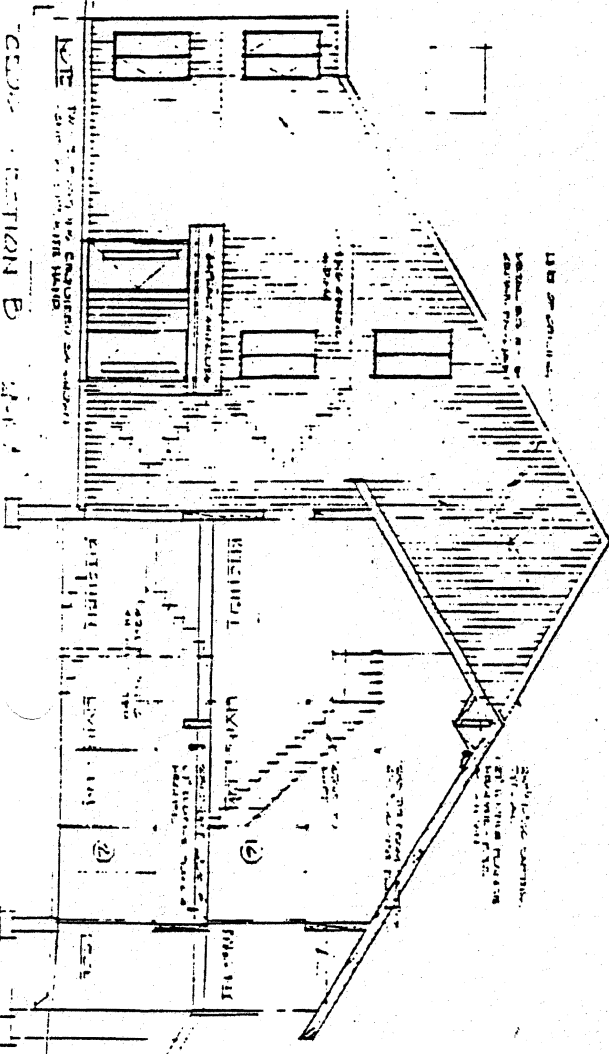
GARFIELD

OWNERSHIP OF DOCUMENTS
 These drawings and specifications are instruments of and represent the work product of the Architect. Anthony G. Dorsch, the sole or joint author of these documents, retains title to them, and shall retain and shall protect the same in and shall defend the same.



CROSS SECTION A

CROSS SECTION B



VCL 1250 PAGE 09:7

OWNER OF DOCUMENT

ANTHONY & DORISCH ARCHITECT AIA
 1250 VCL 1250
 8910



EXHIBIT "B"

OWNERSHIP OF COMMON ELEMENTS

	<u>Unit</u>	<u>% Of Interest In Common Elements</u>	<u>Vote</u>	<u>% Of Common Expenses</u>
g 7	1	2.778%	1	2.778%
	2	2.778%	1	2.778%
	3	2.778%	1	2.778%
	4	2.778%	1	2.778%
	5	2.778%	1	2.778%
	6	2.778%	1	2.778%
	7	2.778%	1	2.778%
	8	2.778%	1	2.778%
	9	2.778%	1	2.778%
	10	2.778%	1	2.778%
	11	2.778%	1	2.778%
	12	2.778%	1	2.778%
g 8	13	2.778%	1	2.778%
	14	2.778%	1	2.778%
	15	2.778%	1	2.778%
	16	2.778%	1	2.778%
	17	2.778%	1	2.778%
	18	2.778%	1	2.778%
	19	2.778%	1	2.778%
	20	2.778%	1	2.778%
g 9	21	2.778%	1	2.778%
	22	2.778%	1	2.778%
	23	2.778%	1	2.778%
	24	2.778%	1	2.778%
	25	2.778%	1	2.778%
	26	2.778%	1	2.778%
	27	2.778%	1	2.778%
	28	2.778%	1	2.778%
g 10	29	2.778%	1	2.778%
	30	2.778%	1	2.778%
	31	2.778%	1	2.778%
	32	2.778%	1	2.778%
	33	2.778%	1	2.778%
	34	2.778%	1	2.778%
	35	2.778%	1	2.778%
	36	<u>2.778%</u>	<u>1</u>	<u>2.778%</u>
		100.00%	36	100.00%

EXHIBIT "A"

Legal Description

ALL that certain piece, parcel, or tract of land situate in Cranberry Township, Butler County, Pennsylvania, bounded and described as follows:

BEGINNING along the Southerly side of Dutilh Methodist Church at the intersection of the right of way line of Dutilh Road, T-326, having a 60.00 foot right of way and the Southerly line of Dutilh Methodist Church; thence along the Southerly line of Dutilh Methodist Church, North 59° 13' 00" East, 120.00 feet to a point; thence along the Easterly boundary line of Dutilh Methodist Church, North 30° 47' 00" West, 70.00 feet to a point; thence along the lines of Lot No. 2 of the Norberry Plan, as recorded in Plan Book 97, Page 19, on November 15, 1983, North 19° 51' 12" East, 135.94 feet to a point; thence continuing along Lot 2, South 79° 02' 27" East, 283.89 feet to the Westerly right of way of Interstate 79, LR-1021; thence along the Westerly line of Interstate 79, LR-1021, South 09° 02' 55" West, 466.31 feet to a point; thence continuing along the right of way of Interstate 79, LR-1021, North 80° 57' 05" West, 50.00 feet to a point; thence continuing along the right of way of Interstate 79, LR-1021, South 09° 02' 55" West, 250.00 feet to a point; thence along the right of way of Dutilh Road, North 80° 57' 05" West, 26.00 feet to a point along the Westerly right of way of Dutilh Road; thence along the Westerly right of way of Dutilh Road, T-326, the following courses and distances: North 09° 55' 19" West, 65.00 feet to a point; thence North 15° 55' 19" West, 139.00 feet to a point; thence North 22° 53' 10" West, 120.10 feet to a point; thence North 29° 00' 00" West, 160.00 feet to a point; thence North 30° 47' 00" West, 60.23 feet to the place of beginning.

CONTAINING 3.5547 Acres as per drawing 4343 of Richard G. Bach & Associates, P.C. dated December 22, 1983.

EXHIBIT "B"

OWNERSHIP OF COMMON ELEMENTS

<u>Vote</u>	<u>% Of Interest In Common Elements</u>	<u>Vote</u>	<u>% Of Common Expenses</u>
1	2.5%	1	2.5%
2	2.5%	1	2.5%
3	2.5%	1	2.5%
4	2.5%	1	2.5%
5	2.5%	1	2.5%
6	2.5%	1	2.5%
7	2.5%	1	2.5%
8	2.5%	1	2.5%
9	2.5%	1	2.5%
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16	2.5%	1	2.5%
17	2.5%	1	2.5%
18	2.5%	1	2.5%
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26	2.5%	1	2.5%
27	2.5%	1	2.5%
28	2.5%	1	2.5%
29	2.5%	1	2.5%
30	2.5%	1	2.5%
31	2.5%	1	2.5%
32	2.5%	1	2.5%
33	2.5%	1	2.5%
34	2.5%	1	2.5%
35	2.5%	1	2.5%
36	2.5%	1	2.5%
37	2.5%	1	2.5%
38	2.5%	1	2.5%
39	2.5%	1	2.5%
40	2.5%	1	2.5%
	100.00%	40	100.00%

COMMONWEALTH OF PENNSYLVANIA:

:SS.

COUNTY OF BUTLER :

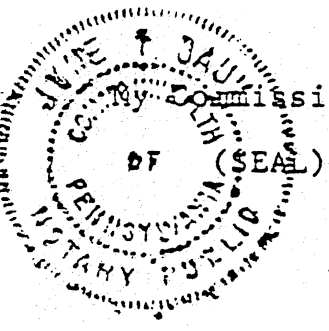
On this the 8th day of February, 1985, before me, the undersigned officer, personally appeared ANNE M. PRINGLE, PRESIDENT, who acknowledged herself to be the President of Norberry, Inc., a Corporation, and that she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as President.

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

June P. Baum

Notary Public

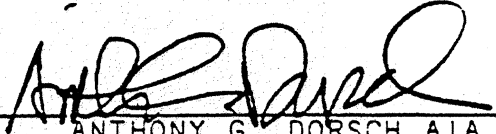
JUNE P. BAUM, NOTARY PUBLIC
CRANBERRY TWP., BUTLER COUNTY
MY COMMISSION EXPIRES FEB. 15, 1988
Member, Pennsylvania Association of Notaries



Commission Expires:

CERTIFICATE OF SUBSTANTIAL COMPLETION PURSUANT TO S.3201 (c)
OF THE PENNSYLVANIA UNIFORM CONDOMINIUM ACT

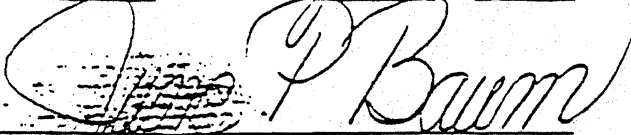
The undersigned, a licensed architect in the Commonwealth of PENNSYLVANIA (LICENSE NO. 3362), Hereby certified that building #7 Units 1 through 12 including all structural components and mechanical systems of all buildings of Norberry Court Condominium Assoc., Inc., created pursuant to a certain Declaration of Condominium dated _____, and recorded on _____, In the Office of the Recorder of Deeds of Butler County in Deed Book Volume _____, Page _____, is substantially completed.


ANTHONY G. DORSCH, AIA

Before me, A Notary Public, in and for the County of Butler, Commonwealth of Pennsylvania, personally appeared Anthony G. Dorsch, who being sworn according to law, deposes and says that the matters set forth in the foregoing Certificate of Substantial Completion, are true and correct to the best of his knowledge, information and belief.

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 30th DAY OF Jan 1985.



NOTARY PUBLIC

MY COMMISSION EXPIRES:

JUNE P. BAUM, NOTARY PUBLIC
CAMBERY TWP., BUTLER COUNTY
MY COMMISSION EXPIRES FEB. 15, 1988
Member, Pennsylvania Association of Notaries



ENGINEERING REPORT AND ANALYSIS

FOR

NORBERRY COURT CONDOMINIUM ASSOC., INC.

Consisting of Units 1 thru 12 in bldg. #7

Units 13 thru 24 in bldg. #8

Units 25 thru 32 in bldg. #9

Units 33 thru 40 in bldg. #10

DUTILH ROAD

CRANBERRY TOWNSHIP

BUTLER COUNTY, PENNSYLVANIA




ANTHONY G. DORSCH ARCHITECT A.I.A.

WISCONSIN AVENUE • CRANBERRY TOWNSHIP • 412/776-4656
P.O. BOX 507 • WARRENDALE, PENNSYLVANIA 15086 • 412/931-9222

VOL 1220 PAGE 0450

Exhibit "E"



ANTHONY G. DORSCH ARCHITECT A.I.A.
WISCONSIN AVENUE . CRANBERRY TOWNSHIP . 412/776-4666
P.O. BOX 507 . WARRENDALE, PENNSYLVANIA 15086 . 412/931-9222

January 28, 1985

In our capacity as architects for the Norberry Court Condominium Assoc., Inc., project, we designed the structure and have observed the construction of the project with site visits twice weekly. The township building inspector and the state building inspector have inspected the project at the various stages of construction as they are required to do.

NORBERRY COURT CONDO ASSOC. - consists of four (4) three level buildings of two types: Type A consists of four (4) condo units on each of three floors for a total of 24 units. Type B building consists of four (4) condo units on each of two floors with the upper level condo containing loft space in the third level for a total of eight units. There are two (2) Type B buildings for a total of 16 units - total 40 units in the Norberry Court Condo Assoc. Two (2) paved parking stalls are provided for each unit for a total of 89 parking stalls. The plans were approved by Pennsylvania Department of Labor and Industry, building #7 January 20, 1984, file #69993; building #10 January 23, 1985, file #87622, building #8 November 5, 1985, file # 318 and building #9

SITE DEVELOPMENT - The project is located on the east side of Dutilh Road, north of Freeport Road in Cranberry Township, Butler County, Pa. on a gently rolling site dotted with large oak trees. Roadways provide easy access to nearby shopping areas, schools, churches and office type employment in the nearby community and the RIDC Industrial Park.

Non-stop service to Pittsburgh is available at two pick-up sites within three miles of the Condominium property. There are four buses daily to Pittsburgh leaving at 6:30, 6:45, 7:00 and 7:15 A.M. with return trips from Ninth Street at 4:50, 5:00, 5:10 and 5:15 P.M. at \$2.00 per trip one way.

FOUNDATION INVESTIGATION - Eugene Hannigan Consulting Engineers of 502 Laurel Drive, Monroeville, Pa. conducted an investigation of sub-surface conditions at the site. The report is EHCE Project #84007 and the recommendations of the consultant were implemented in the foundation design by our architectural firm.

STRUCTURAL - Construction of the building is of brick masonry with concrete block back up on the lower level. The block is covered with 2" of foil covered urethane insulation and 5/8" drywall.

The lower level floor is a 4" concrete slab installed over a plastic vapor barrier and 2" x 24" urethane perimeter insulation.

Second and third levels are constructed of wood frame with wood floor joist, wood roof trusses and brick veneer.

Wood floor construction consists of 5/8" plywood covered with particle board underlayment.

Floor finishes are generally carpeted with exception of kitchen, utility room and bathroom which is vinyl corlon.

Walls separating units are 8" concrete block on the lower level with drywall finish. The upper level units are separated by two independent 2 x 4 wood stud walls with sound batt insulation and two layers of 5/8" type X fire rated drywall. The units are separated from the corridor by steel stud partitions and 5/8" type X fire rated drywall each side.

Typical interior partitions are 2 x 4 wood studs 16" c/c with 5/8" drywall finish.

Typical ceilings are two layers of 5/8" type X drywall with resilient channel between layers - u.i. system #505.

The roof consists of wood trusses 2-0" c/c, 1/2" plywood and 5 year fiberglass shingles. 9" fiberglass insulation is installed above the ceiling.

Exterior walls on 2nd and 3rd levels are constructed of 2 x 6 wood studs 16" c/c insulated with 6" batt insulation.

Balconies are constructed at each unit on 2nd and 3rd levels of wood joist, 5/8" ext. plywood deck and 3/8" ext. plywood soffit.

The stairs are wood treads and riser, protected with two layers of 5/8" type X drywall on the underside.

Exterior eaves, fascias, roof gutters, downspouts, and other trim is constructed of baked enameled aluminum.

PLUMBING - Sanitary Drainage - a sanitary drainage system consisting of soil and waste stacks are located throughout the various apartment buildings and dwelling units for each bathroom and kitchen group. Drainage from each plumbing fixture extends to the nearest appropriate sanitary stacks. The vertical sanitary stacks extend down through the various buildings and are then connected together below the first floor slabs. Common sanitary drain lines are extended from each individual building and are connected to a network of sewer extensions which connect into the Cranberry Township Sewer and Water Authority Sewage System.

The plumbing and drainage systems have been installed in accordance with requirements of the Butler County Plumbing Code. Good continued maintenance of the existing system should insure proper operation of the sanitary drainage system over an extended period of time.

DOMESTIC WATER SERVICE - is supplied to the apartment complex by the RANBERRY TOWNSHIP SEWER AND WATER AUTHORITY. The main supply enters through a common water line with individual meter for each unit and house meter for lawn care. Domestic hot water for each individual apartment building is furnished by electric hot water heaters.

All domestic water piping is copper with soldered joints.

FIRE ALARM AND SMOKE DETECTION - A class B fire alarm system is installed with pull boxes and alarm bell on each level. Individual battery operated smoke detectors are installed in each unit.

MECHANICAL HEATING AND COOLING - Each individual unit has heating and cooling provided by individual units located in mechanical equipment room. It is a split system consisting of an electric furnace with electric air conditioning condenser units. The nominal capacity of each individual apartment air handling is approximately 1 1/2 tons with 10 KW heating unit.

ELECTRICAL - Each unit is metered directly by Pennsylvania Power Co. The building has meters located outside the buildings. Service is underground.

Each unit has a garbage disposal, dishwasher, range, refrigerator and microwave oven.

Apartments have a door intercom and a door release security system.

Panel boxes are located in the utility room.

All units are air conditioned with one (1) compressor section for each unit.

Services terminate in panels located in each unit.

Units are served with 110/220 volt, single phase service.

All receptacle are of the grounded type.

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Recorder

W. Norberr Inc.
101 Smith Dr.
Evan City, Pa 16033

AMENDED DECLARATION
NORBERRY COURT CONDOMINIUM

WHEREAS, a Declaration of Condominium for Norberr Court Condominiums was recorded in the Office of the Recorder of Deeds of Butler County, Pennsylvania, at Record Book 1220, Page 438; and,

WHEREAS, the Declarant and Unit Owners of all Units located in the Norberr Court Condominiums have voted to amend the Declaration of Condominium as herein set forth.

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

ARTICLE II

BUILDING ON THE LAND; UNIT BOUNDARIES

Section 1. Location of Building.

The location, dimensions, and arear of the building are shown on Amended Plat No. 1, attached hereto.

Section 2. Units and Percentage Interests, Common Elements.

The location of Units within the Building is shown on the Amended Plans, attached hereto. Set Forth in Exhibit "B" is a list of all Units and their corresponding undivided Percentage Interest in the Common Elements.

The cost of installation of the proposed swimming pool shall be borne by the Declarant, Norberr. Upon completion of the installation of the swimming pool, the maintenance of the pool shall become a Common Expense Liability.

The Common Expense Liability shall be apportioned on the basis of the Percentage Interest of each Unit in the Common Element. Percentage Interest shall not be changed except by an Amendment to this Declaration executed by all Unit Owners affected thereby. The total Undivided Interest in Common Elements assigned to all Units shall at all times aggregate One Hundred Percent (100%).

The locations of the Common Elements to which each Unit has direct access are shown on the Plats and Plans; balconies, terraces, and fences, if any, shown adjacent to any Unit are Limited Common Elements appurtenant to such Unit.

All provisions contained in the original Declaration of Condominium, which are not specifically amended herein, are hereby reaffirmed and incorporated herein.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 18th day of October, 1985.

NORBERRY, INC.

ATTEST:

Secretary

(SEAL)

BY:

President

WITNESS:

UNIT OWNERS:

Unit 1:

[Signature]

Unit 2:

[Signature]

Unit 3:

[Signature]

Unit 4:

[Signature]

Unit 5:

[Signature]

Unit 6:

Handwritten notes for Unit 6: "10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30"

Unit 7:

Unit 8:

Handwritten notes for Unit 8: "10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30"

Unit 9:

Unit 10:

Unit 11:

Handwritten notes for Unit 11: "10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30"

Unit 12:

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Unit 30:

Handwritten notes for Unit 30: "10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30"

_____ Unit 31: *[Signature]*
 _____ Unit 32: _____
 _____ Unit 33: _____
 _____ Unit 34: _____
 _____ Unit 35: _____
 _____ Unit 36: *[Signature]*

COMMONWEALTH OF PENNSYLVANIA :
 :SS.
 COUNTY OF BUTLER :

On this, the 18th day of October, 1985, before me, the undersigned officer, personally appeared ANNE M. PRINGLE, PRESIDENT, who acknowledged herself to be the President of Norberry, Inc., a Corporation, and that she as such President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Corporation by herself as President.

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

James F. Condit
 Notary Public

My Commission Expires: 11-17-87

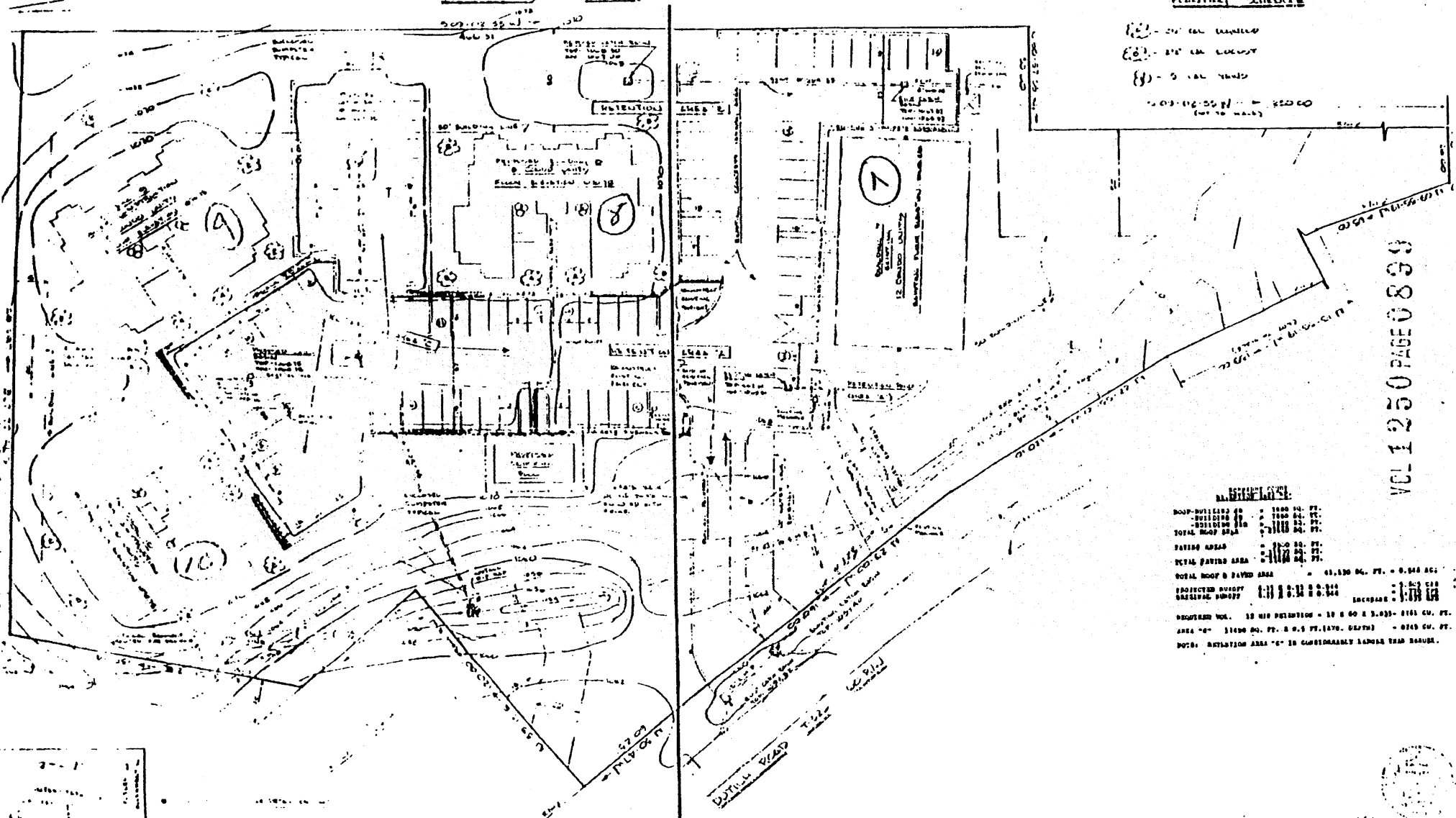
(SEAL)

INTERSTATE 7

PLANTING SCHEDULE

- (A) - 2' x 4' PLANTING
- (B) - 4' x 4' PLANTING
- (C) - 6' x 6' PLANTING

100' x 100' (SEE PLAN)

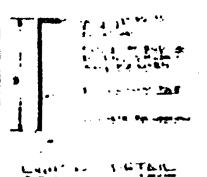


VOL 1250 PAGE 0899

PLANTING SCHEDULE

ROOF-BUILDING 10	1000 SQ. FT.
BUILDING 11	1000 SQ. FT.
TOTAL ROOF AREA	2000 SQ. FT.
PAVING AREA	1000 SQ. FT.
TOTAL PAVING AREA	3000 SQ. FT.
TOTAL ROOF & PAVING AREA	6000 SQ. FT. = 0.136 AC.
PROPOSED ROOFTOP GREENING	1000 SQ. FT. = 0.023 AC.
TOTAL GREENING	1000 SQ. FT. = 0.023 AC.

REQUIRED VOL. 10 MIN DETENTION = 10 x 60 x 2.433 = 1459.8 CU. FT.
AREA "A" 1000 SQ. FT. x 0.5 FT. (AVERAGE DEPTH) = 500 CU. FT.
NOTE: DETENTION AREA "A" IS CONSIDERED AS PART OF THE TOTAL REQUIRED VOLUME.



2,000 ACRES
 CITY ZONING DISTRICT
 100' x 100' (SEE PLAN)
 100' x 100' (SEE PLAN)

- NOTES:
- (1) ALL REAR DRIVE SHALL BE GRADED TO A FINISH GRADE TO MATCH THE SURROUNDING TERRAIN.
 - (2) ALL DRIVE ARE TO BE 12' WIDE WITH 4' SIDEWALKS.
 - (3) SEE PLAN FOR FURTHER DETAILS.

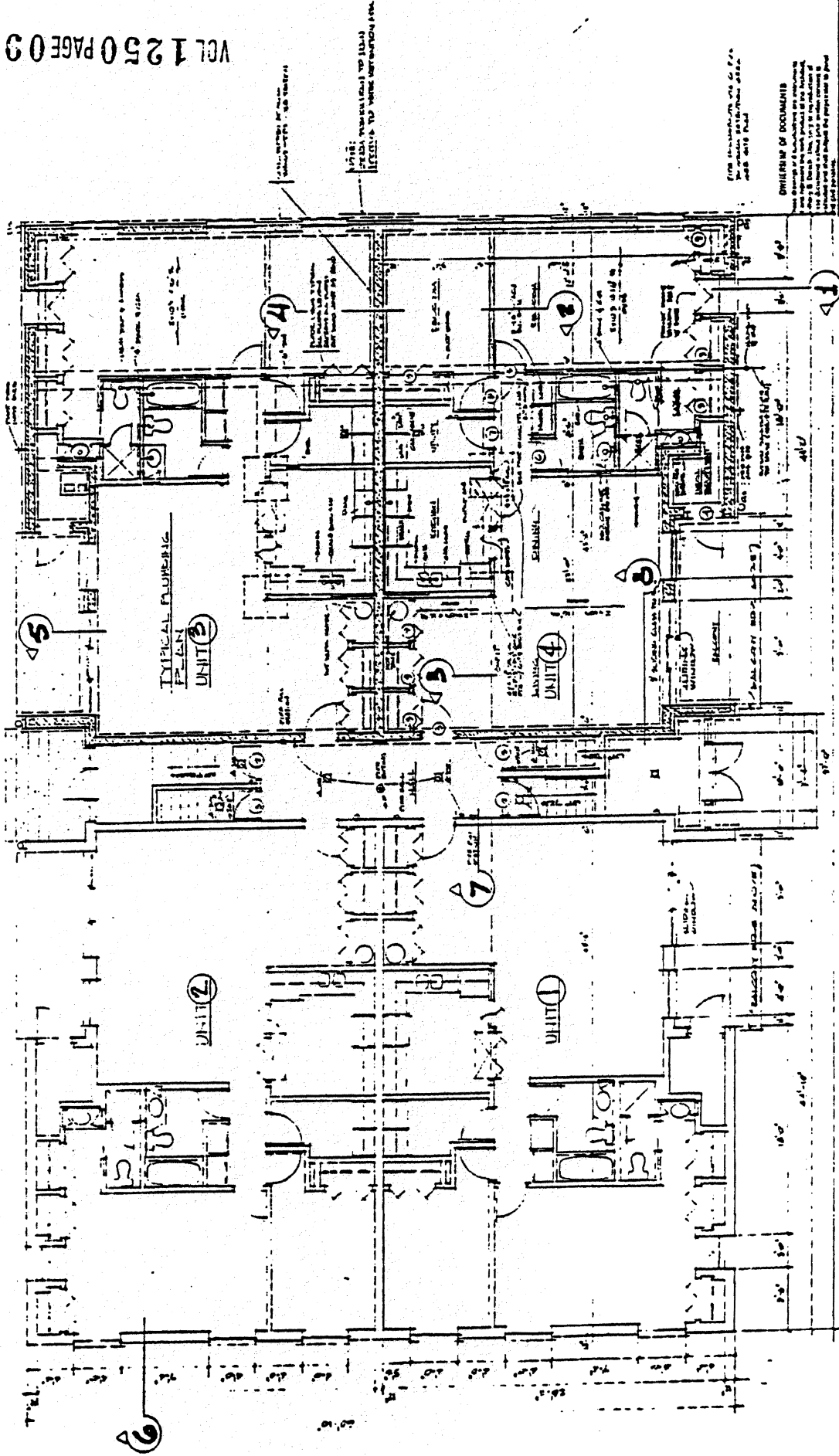
JASH & BINGHAM - REGISTERED SUBBYOR
BOHANNON, PA 15017

NAME: _____ DATE: _____

REVISED SITE PLAN
- MORRISSEY COURT -

SCALE: _____

DATE: _____



SEE SECTION FOR THE WALL

SEE SECTION FOR THE WALL

SEE SECTION FOR THE WALL

UNIT 1

SEE SECTION FOR THE WALL

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5
NO. 6	NO. 7	NO. 8	NO. 9	NO. 10
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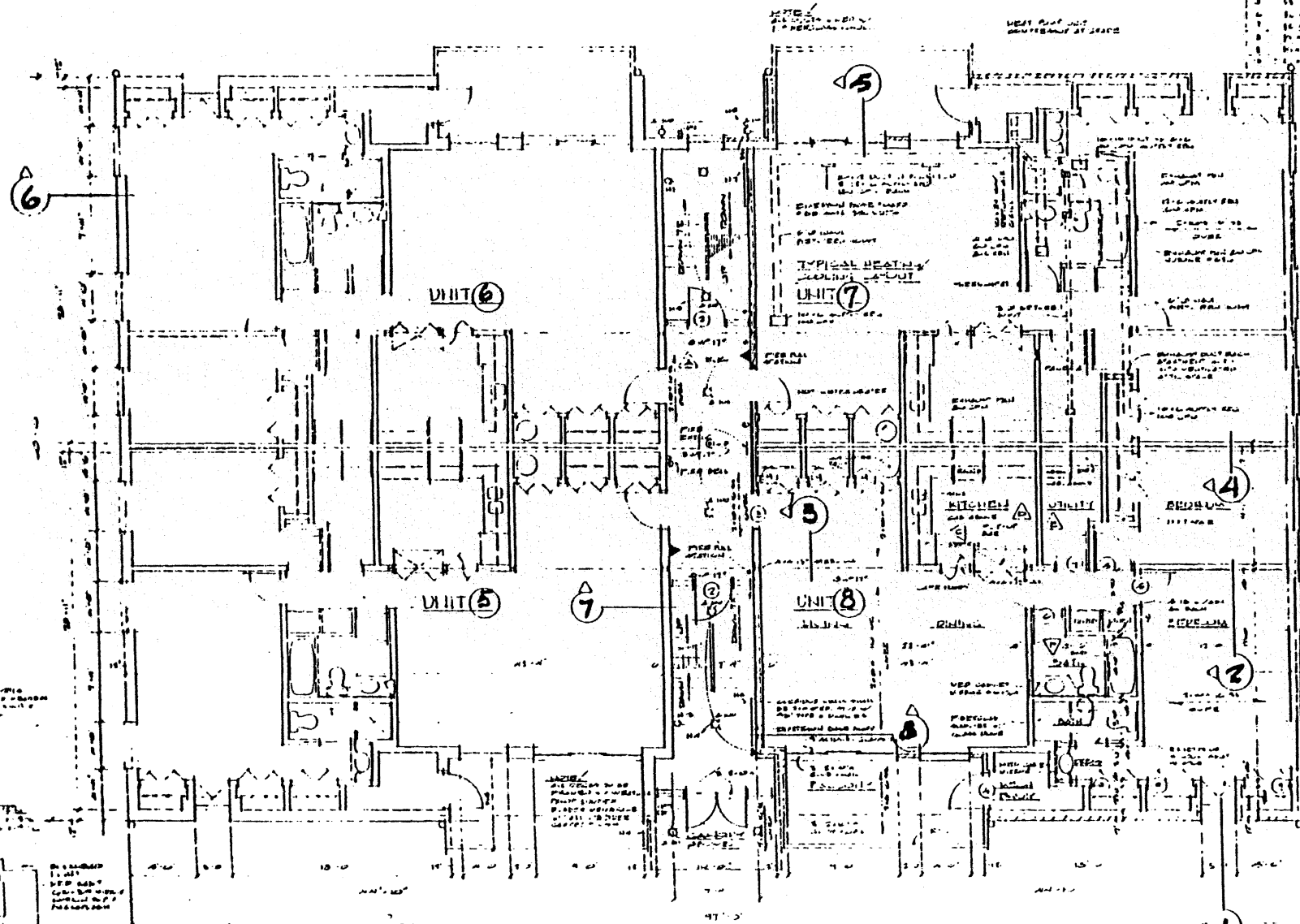
ANTHONY G. DORSCH ARCHITECT AIA
 1000 BROADWAY, NEW YORK, N.Y. 10018
 TEL: 212-677-1000



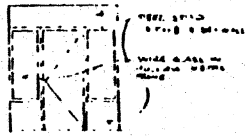
LOWER LEVEL PLAN 1/4"=1'-0"
 SEE DRAWING 1250 FOR THE UPPER LEVEL PLAN
 THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED WITHOUT HIS WRITTEN CONSENT.

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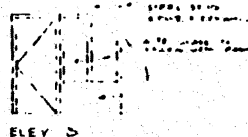
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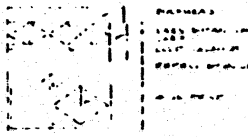
WITH THIS PLAN, A 3-D MODEL WITH PHOTO RENDERING AND VIDEO PRESENTATION



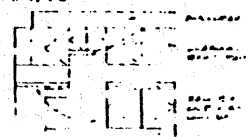
ELEV. A



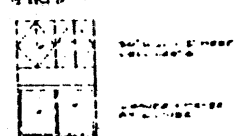
ELEV. B



ELEVATION C



ELEVATION D



ELEVATION E

OWNERSHIP OF COMMONS

...

NORRERY 7

...

GARDEN APARTMENTS

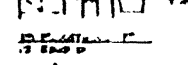
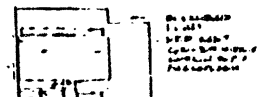
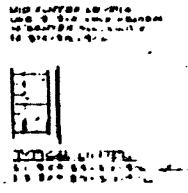
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A5

ANTHONY G. DORSCH ARCHITECT, AIA



MID LEVEL UNIT 6-10
 INSULATION FINISHED
 WALLS
 CEILING
 FLOOR

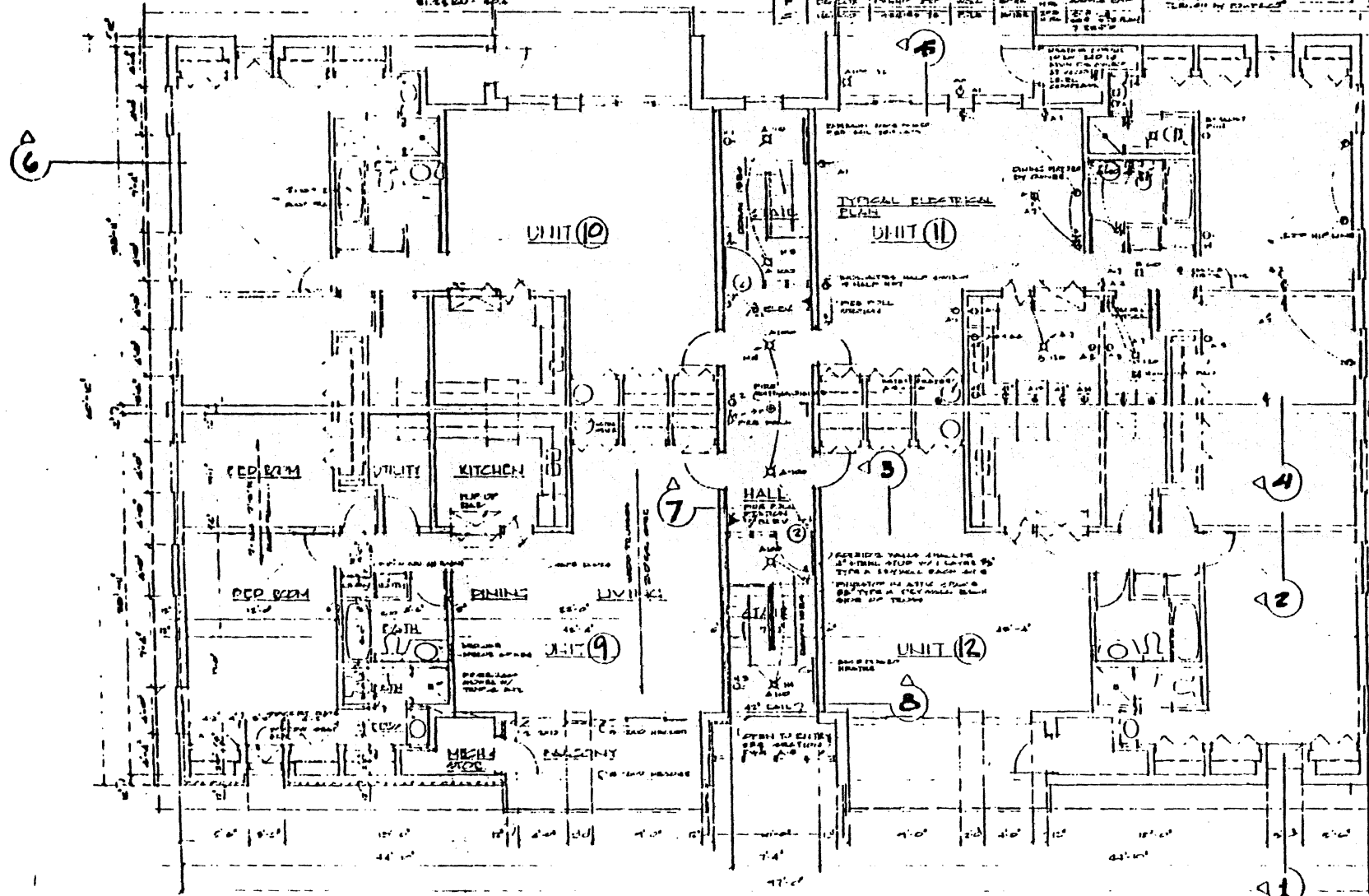


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8	...	8	...	8	...	8	...
9	...	9	...	9	...	9	...
10	...	10	...	10	...	10	...

CIRCUIT PANEL		CIRCUIT PANEL		CIRCUIT PANEL		CIRCUIT PANEL	
NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION
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2	...	2	...	2	...	2	...
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7	...	7	...	7	...	7	...
8	...	8	...	8	...	8	...
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10	...	10	...	10	...	10	...

FIXTURES		SCHEDULE	
NO.	DESCRIPTION	NO.	DESCRIPTION
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TYPICAL METERS	
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UPPER LEVEL PLAN W-10

OWNER'S REPRESENTATIVE
 NAME: _____
 ADDRESS: _____
 CITY: _____

TYPICAL ELECTRICAL PLAN
 PANEL 4 FIXTURE 4

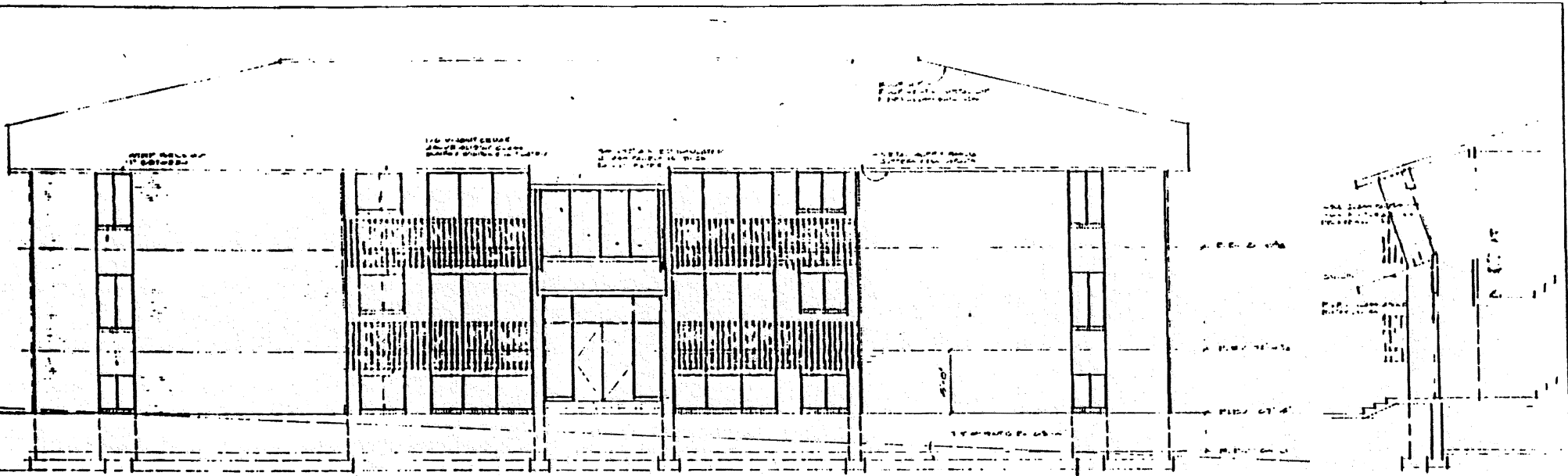
OWNERSHIP OF OCCUPANTS
 FROM: _____
 TO: _____
 BY: _____

NORRBERY 7

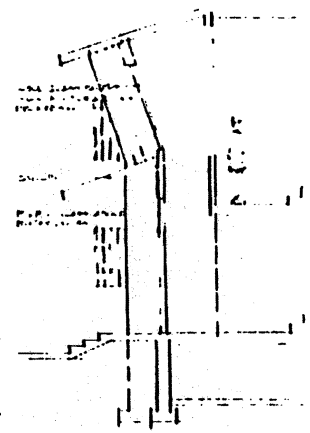


ANTHONY G. DORSCH ARCHITECT AIA
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 12774

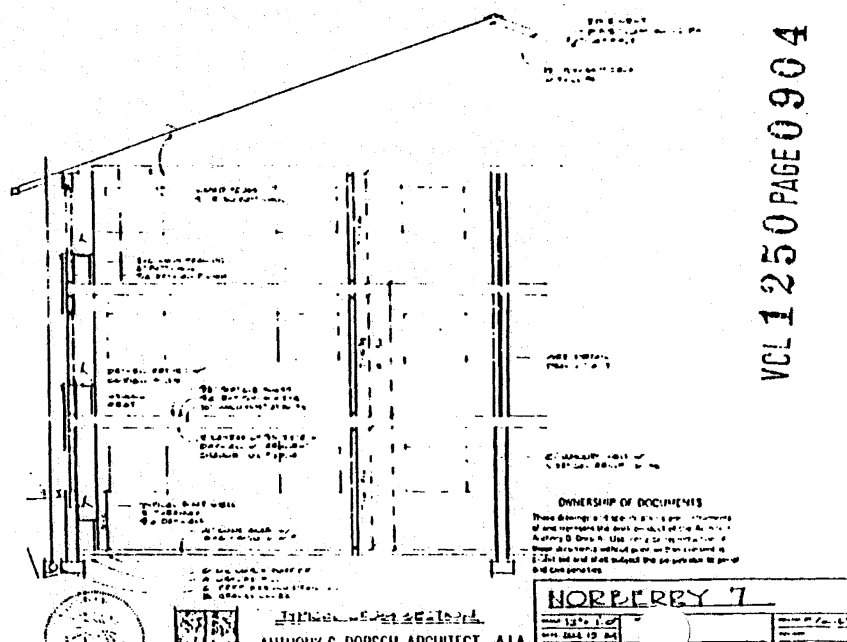
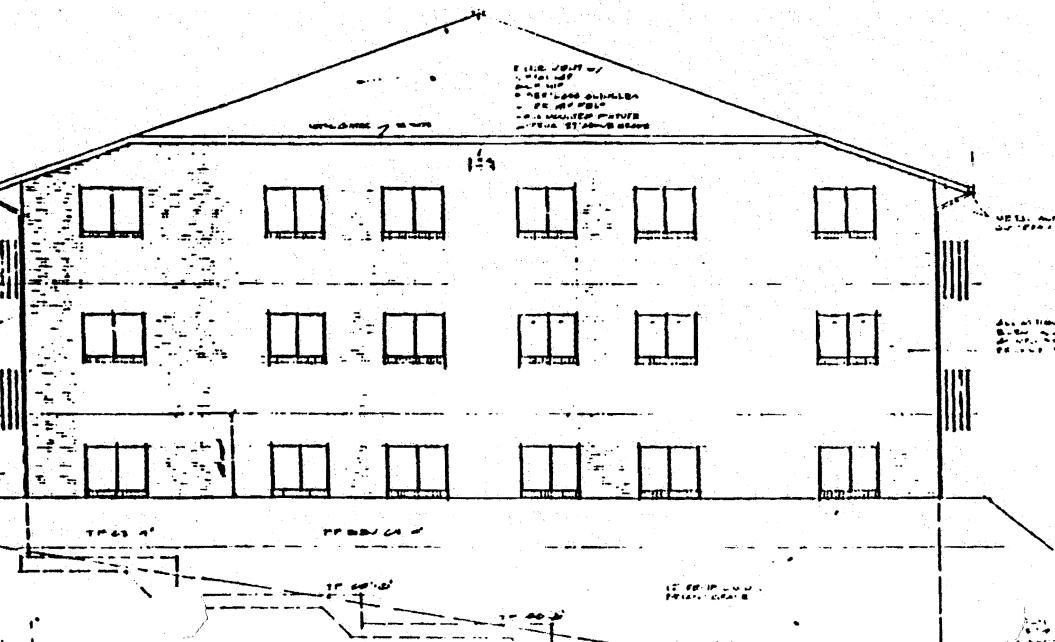
GARDEN APARTMENTS
 12774
 12774



FRONT ELEVATION - NORTH 1/4-1/4"



SECTION THROUGH



VCL 1250 PAGE 0904

OWNERSHIP OF DOCUMENTS

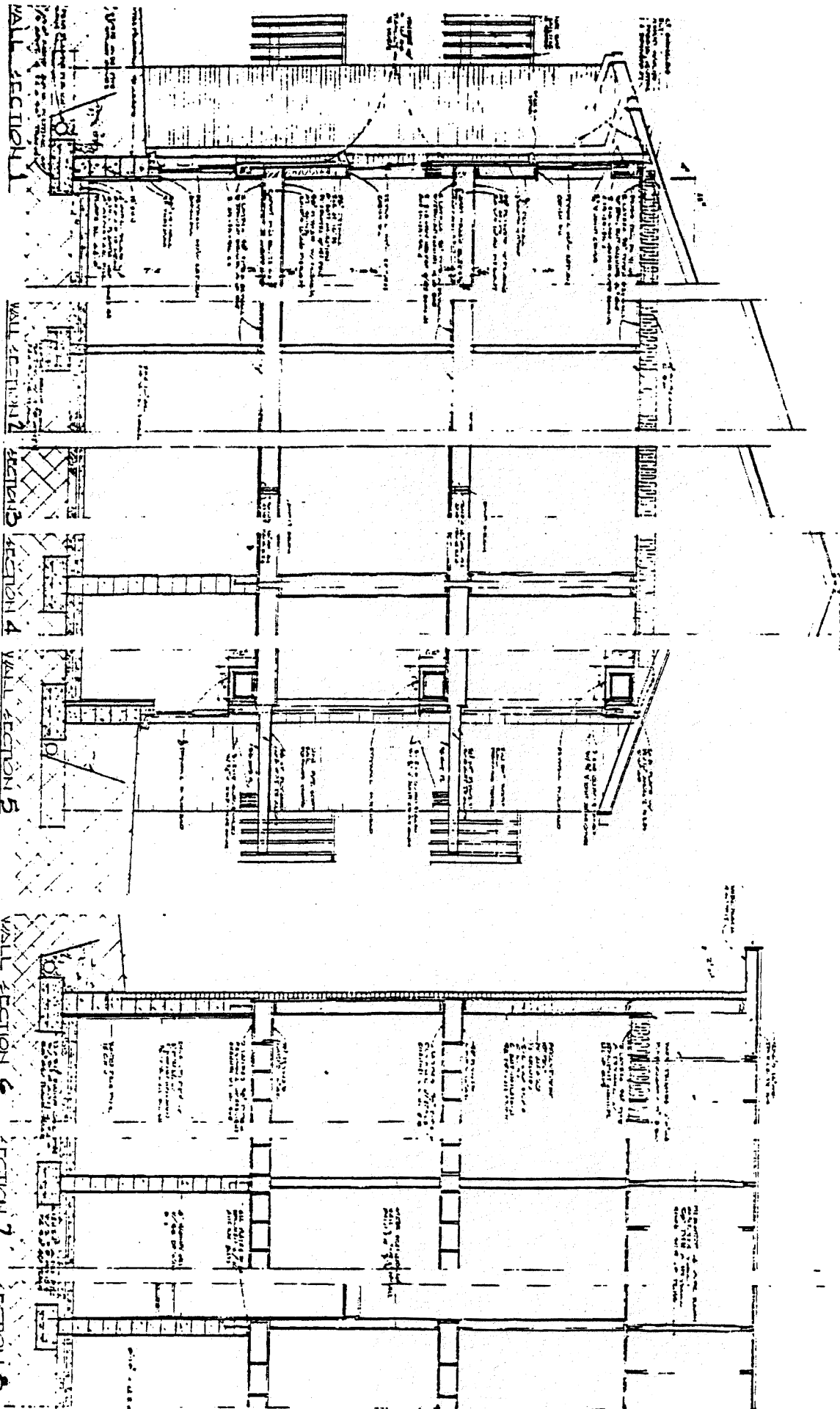
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NORRISBY 7

GARDEN APARTMENTS

12-1-10
12-1-10

ANTHONY G. DORSCH ARCHITECT, AIA



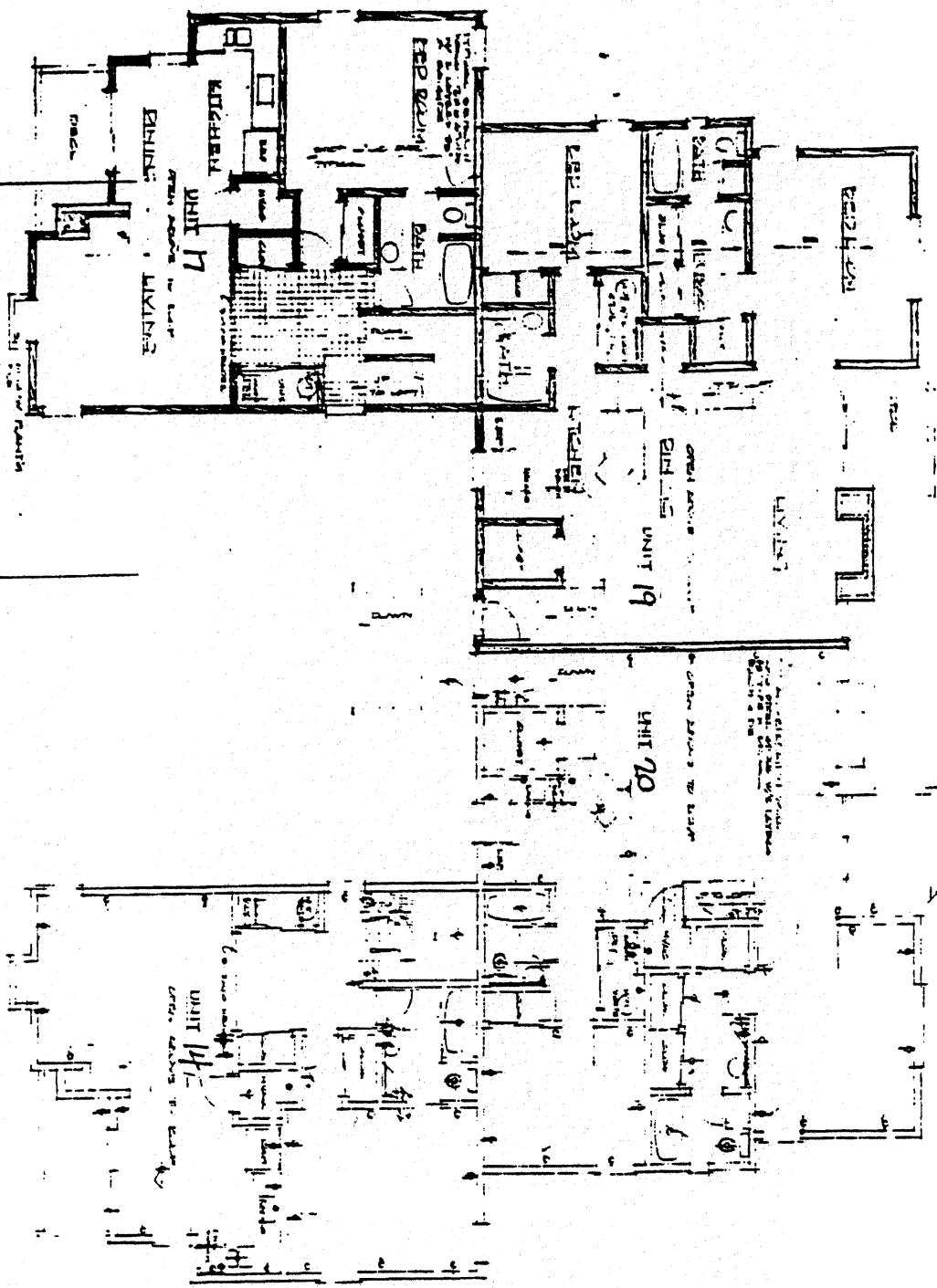
Scale of Documents
 1/4" = 1'-0"
 1/8" = 1'-0"
 1/16" = 1'-0"



ANTHONY G. BRUSCHI ARCHITECT AIA
 1000 N. W. 10th St.
 Miami, Florida 33136
 Phone: (305) 371-1111
 Fax: (305) 371-1112
 E-mail: anthony@agbruschi.com

NO. 277
 DATE: 11/11/11
 SHEET NO. 111

SECOND FLOOR PLAN W-103



DISCLAIMER OF WARRANTIES
 The undersigned hereby certifies that the above is a true and correct copy of the original as shown to the undersigned by the person or persons who claim to be the owner of the same and that the same is a true and correct copy of the original as shown to the undersigned by the person or persons who claim to be the owner of the same and that the same is a true and correct copy of the original as shown to the undersigned by the person or persons who claim to be the owner of the same.

ANTHONY & DONOHUE ARCHITECTS AIA
 1000 BROADWAY
 NEW YORK, N.Y. 10018
 TEL: 212-692-1234
 FAX: 212-692-1234

REPAIR WORK PLAN
 SHEET 8

GARDNER ARCADE
 210 W. 11th St.
 NEW YORK, N.Y. 10011

FIRST FLOOR PLAN W.D. 100

UNIT 18

UNIT 16

UNIT 15

UNIT 13

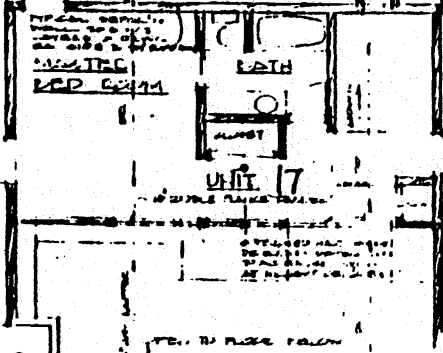
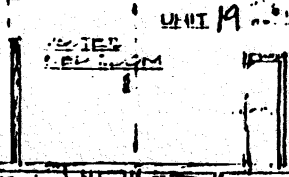
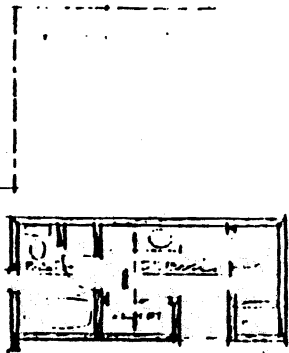
ON CLEAR OF DOCUMENTS
THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

FIRST FLOOR PLAN
8

ANTHONY G. DONOSKI ARCHITECT AIA
ARCHITECT
1000 W. 10TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
FAX: 303.733.1112
WWW.AGDA.COM

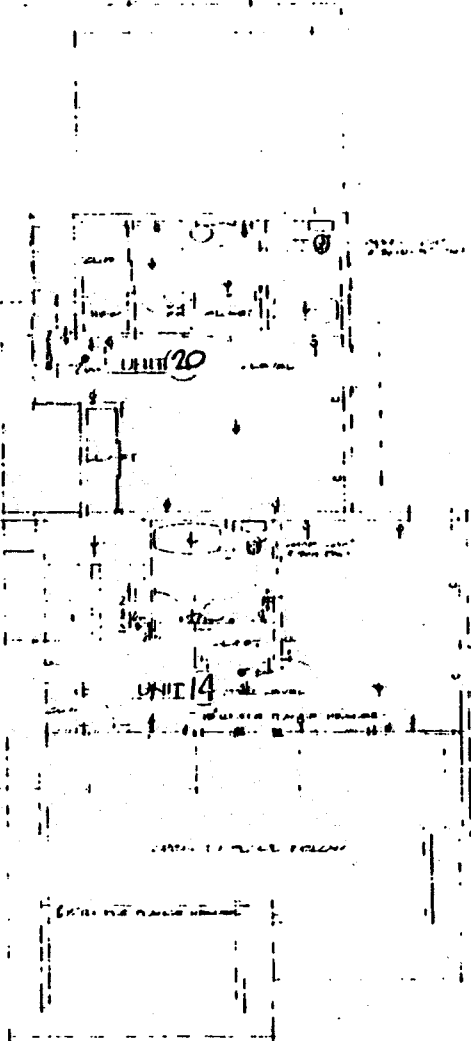


UNIT 19
UNIT 18
UNIT 17
UNIT 16
UNIT 15
UNIT 14
UNIT 13
UNIT 12
UNIT 11
UNIT 10
UNIT 9
UNIT 8
UNIT 7
UNIT 6
UNIT 5
UNIT 4
UNIT 3
UNIT 2
UNIT 1



THIRD FLOOR PLAN 8'-0"

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ANTHONY G. DORSCH ARCHITECT, A.I.A.
REGISTERED ARCHITECT - MEMBER FLOOR PLAN - ARCHITECT

THIRD FLOOR PLAN

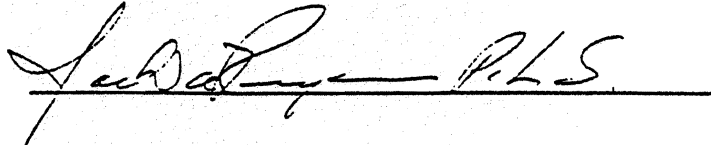
PROJECT 8		DATE: 11/10/88	SCALE: 1/8" = 1'-0"
SOUTH APARTMENT		DATE: 11/10/88	SCALE: 1/8" = 1'-0"
OWNER: GRANBURY	DESIGNER: ANTHONY G. DORSCH	DATE: 11/10/88	

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WITH PLANS A-5

CERTIFICATE OF SUBSTANTIAL COMPLETION
PURSUANT TO S.3201 (c) OF THE
PENNSYLVANIA UNIFORM CONDOMINIUM ACT

The undersigned, a licensed Surveyor in the Commonwealth of PENNSYLVANIA, hereby certifies that Building 10, Units 29 thru 36, including all structural components and mechanical systems which are the obligation of Declarant of Norberry Court Condominium, created pursuant to a certain Declaration of Condominium dated ~~February 8~~, 1985, and recorded on ~~MARCH 5~~, 1985, in the Office of the Recorder of Deeds of Butler County, Pennsylvania, in Deed Book Volume ~~1230~~, Page ~~438~~, is substantially completed.

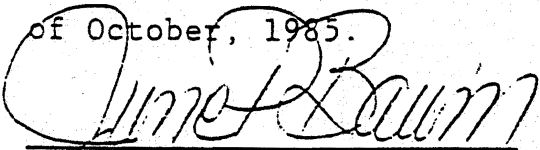


Before me, a Notary Public, in and for the County of Butler, Commonwealth of Pennsylvania, personally appeared Jack L. Ringeisen, P.L.S., who being duly sworn according to law, deposes and says that the matters set forth in the foregoing Certificate of Substantial Completion, are true and correct to the best of his knowledge, information, and belief.

Sworn and subscribed to

before me this 18th day

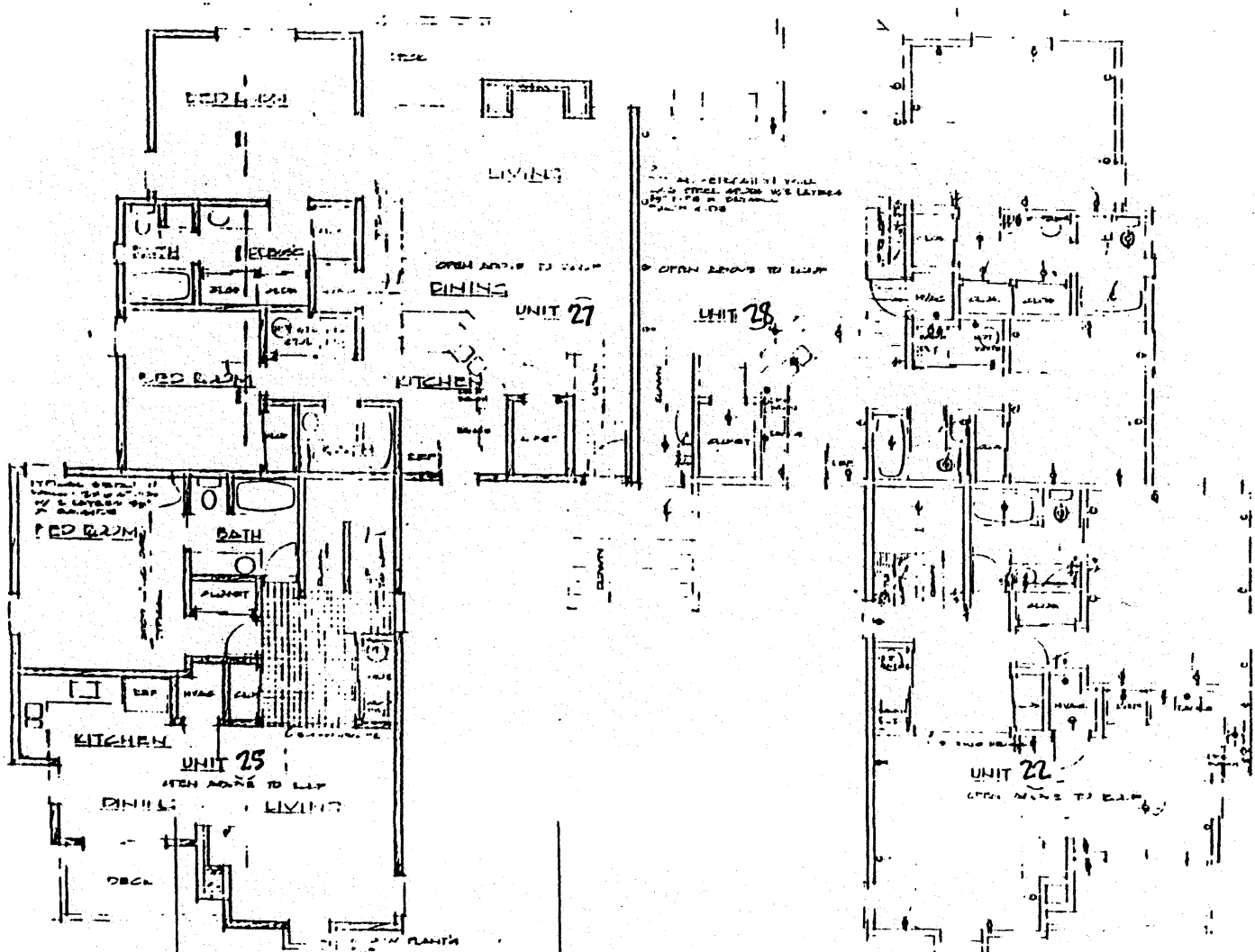
of October, 1985.



Notary Public

My Commission Expires:

(SEAL)



VOL 1250 PAGE 0910

SECOND FLOOR PLAN 1/8" = 1'-0"



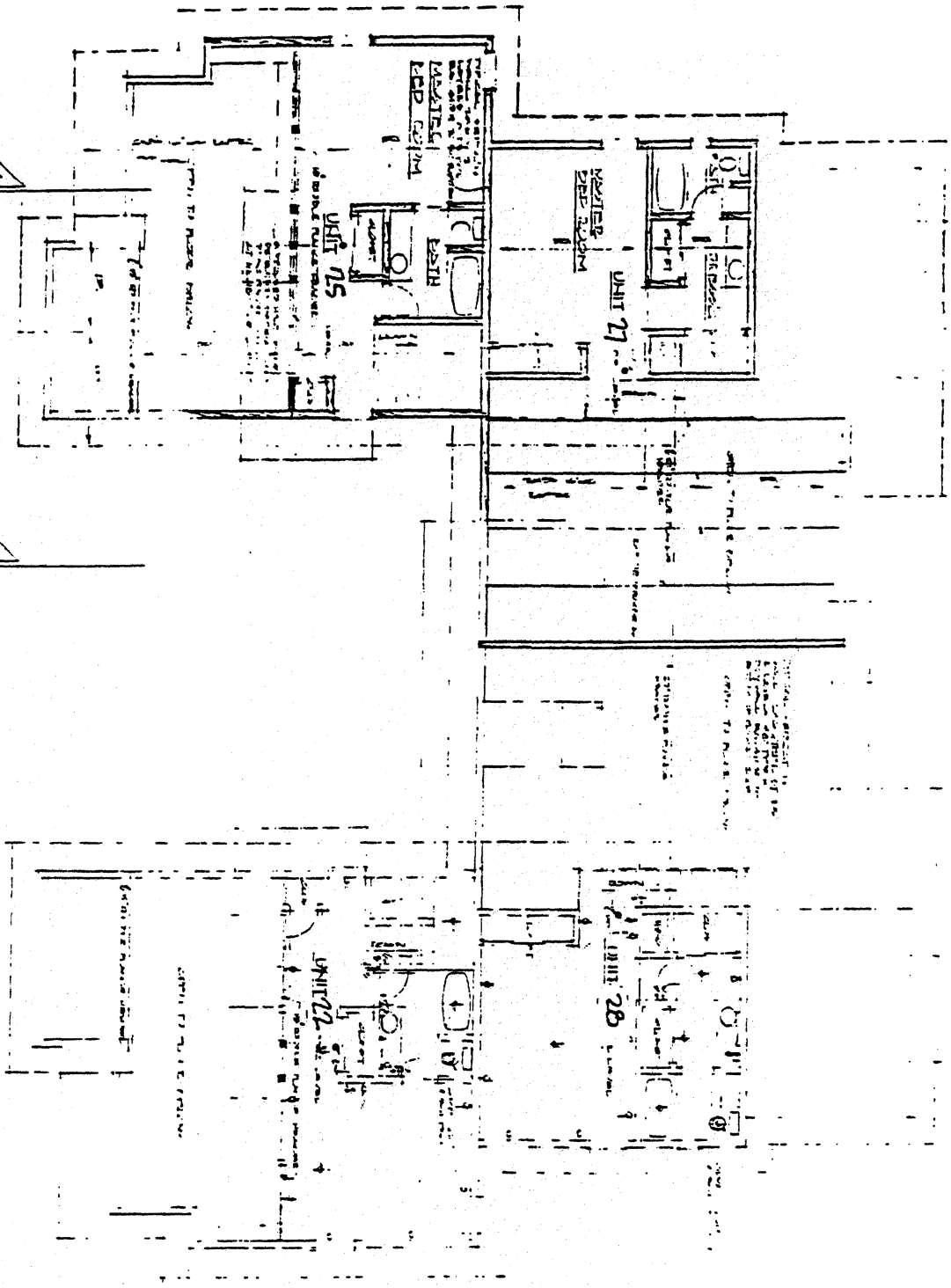
ANTHONY G. DORSCH ARCHITECT AIA
 1250 WEST 125TH STREET, NEW YORK, N.Y. 10019
 P.O. BOX 207, WESTCHESTER, NEW YORK 10598

SECOND FLOOR PLAN

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ACCEPTED BY	
DATE	BY
DATE	BY
GARDEN & ARCHITECTS	
212 W. 11th St. New York, N.Y. 10011	

THIRD FLOOR PLAN 8'-1 1/2"

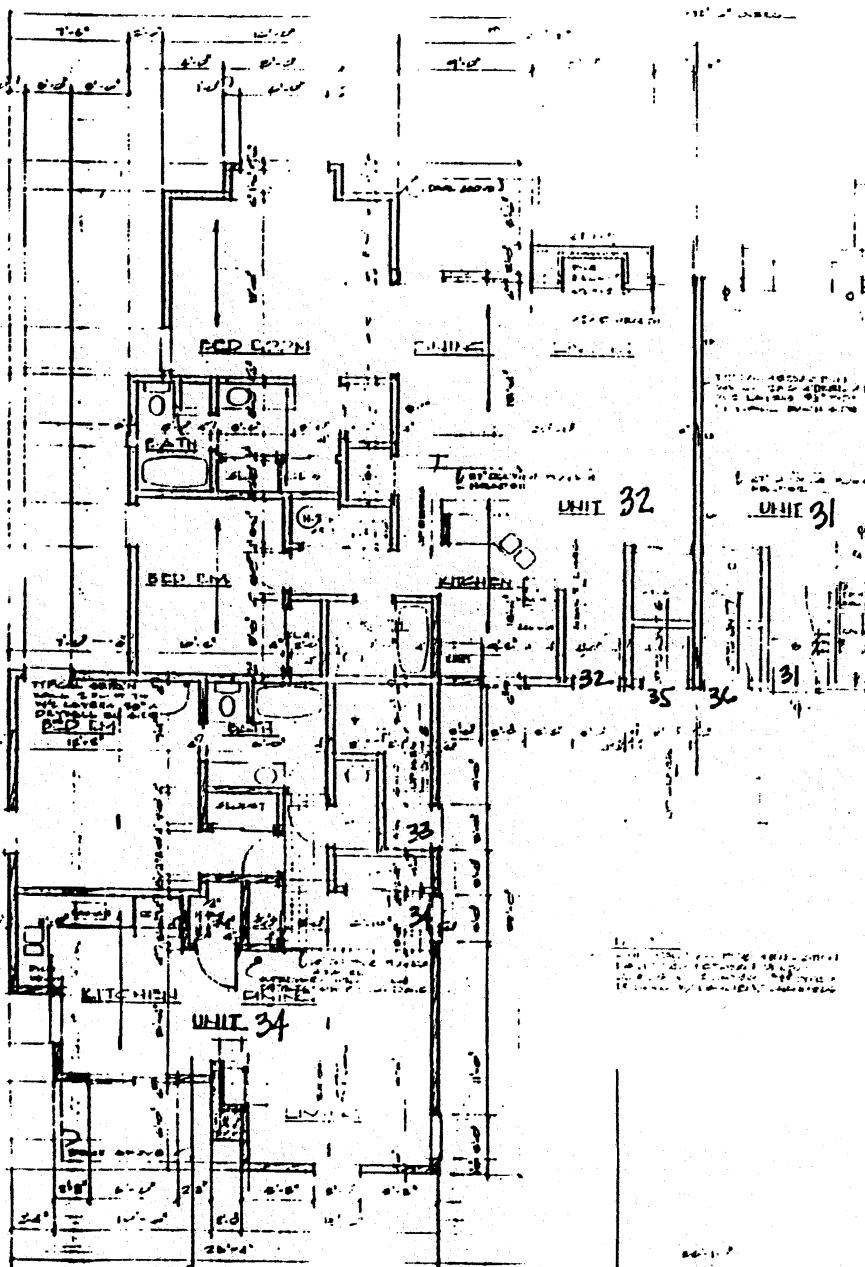


OWNER'S USE ONLY
 DATE: 11/15/11
 PROJECT: 11-11-11
 SHEET: 3 OF 3

ANTHONY G. DORSCH ARCHITECT AIA
 ARCHITECTS
 1100 W. 11th Street, Suite 100
 Seattle, WA 98101
 TEL: 206.461.1100
 FAX: 206.461.1101
 WWW: AGDARCHITECTS.COM

THIRD FLOOR PLAN
 W. 11th Street
 SHEET 3 OF 3
 DATE: 11/15/11
 PROJECT: 11-11-11



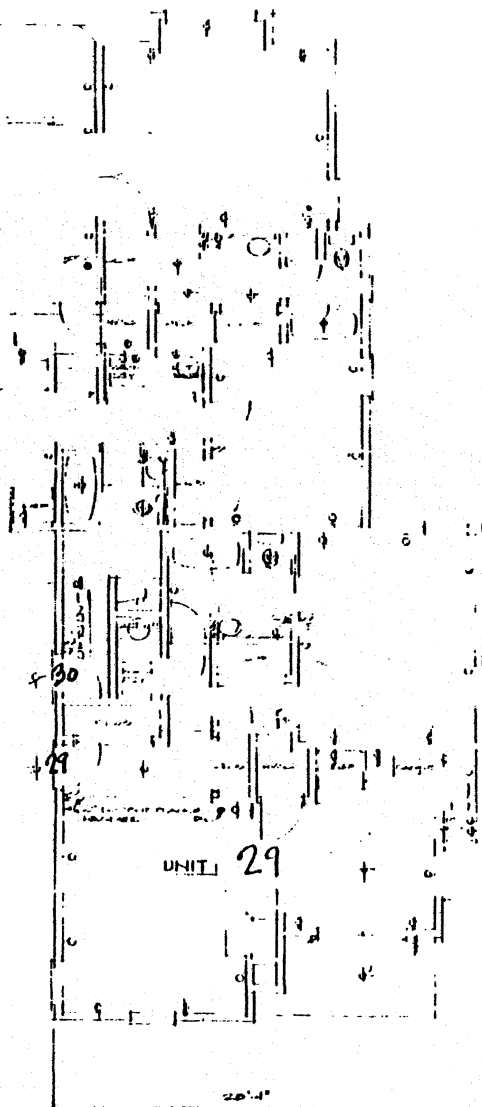


4TH FLOOR PLAN 14'-10"



12'-0" ON SCALE

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ANTHONY G. DORSCH ARCHITECT A.I.A.
BRUCKNER HOUSE • CANNON CITY COLORADO • 81770 400
P.O. BOX 10 • WASHINGTON, PENNSYLVANIA 15301 • 610/871 000



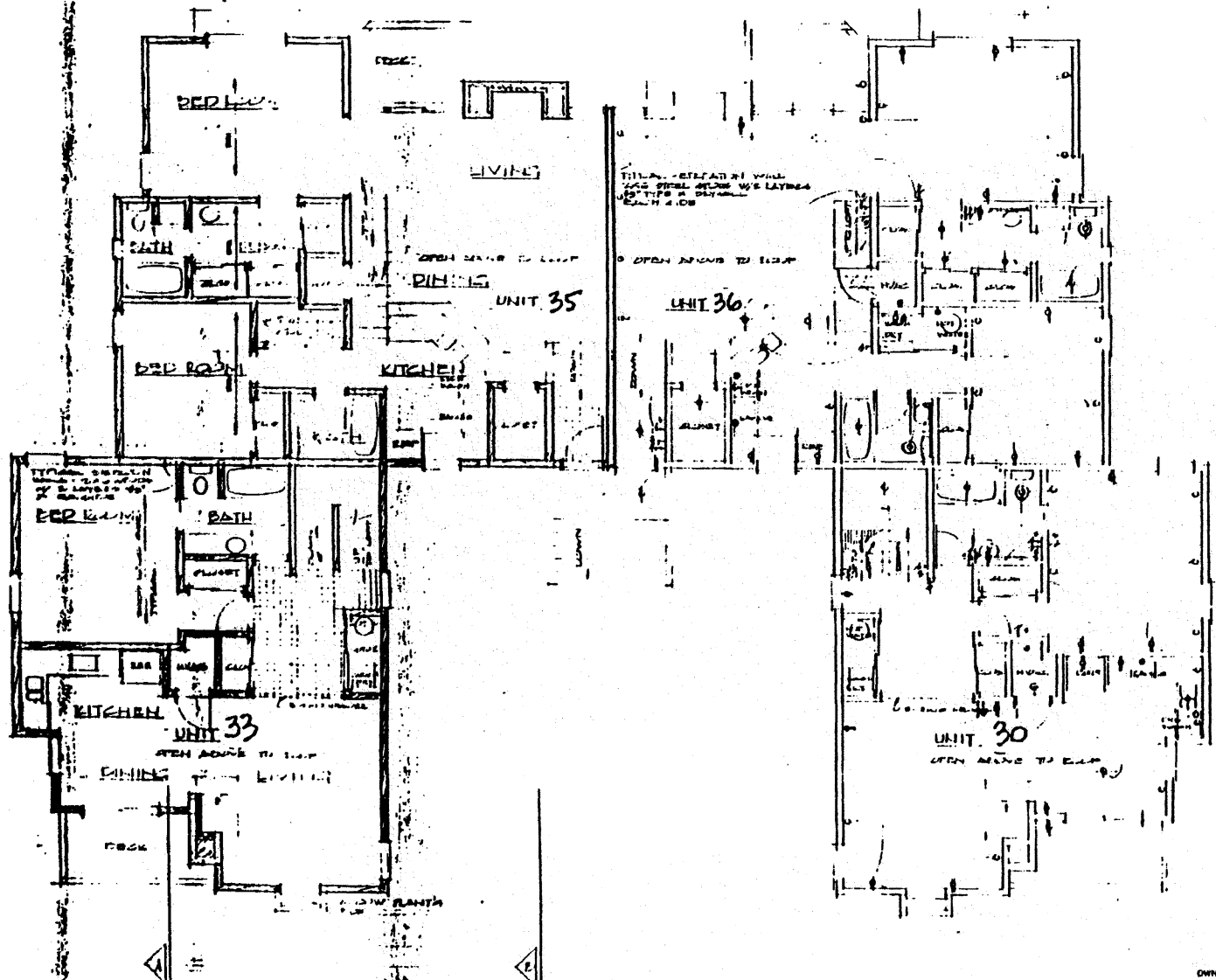
FIRST FLOOR PLAN

PROJECT NO. 10		DATE: 11/18/66	SCALE: 1/8" = 1'-0"
DRAWN BY: GARDNER		CHECKED BY: [Signature]	
BY: [Signature]		DATE: 11/18/66	
PROJECT NAME: [Illegible]		SHEET NO. 13	

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11111111111111111111



SECOND FLOOR PLAN 1/4" = 1'-0"



ANTHONY G. DORSCH ARCHITECT AIA
 10000 W. BAYVIEW BLVD. SUITE 1000
 MIAMI, FL 33147-3400
 TEL: 305-556-1111 FAX: 305-556-1112

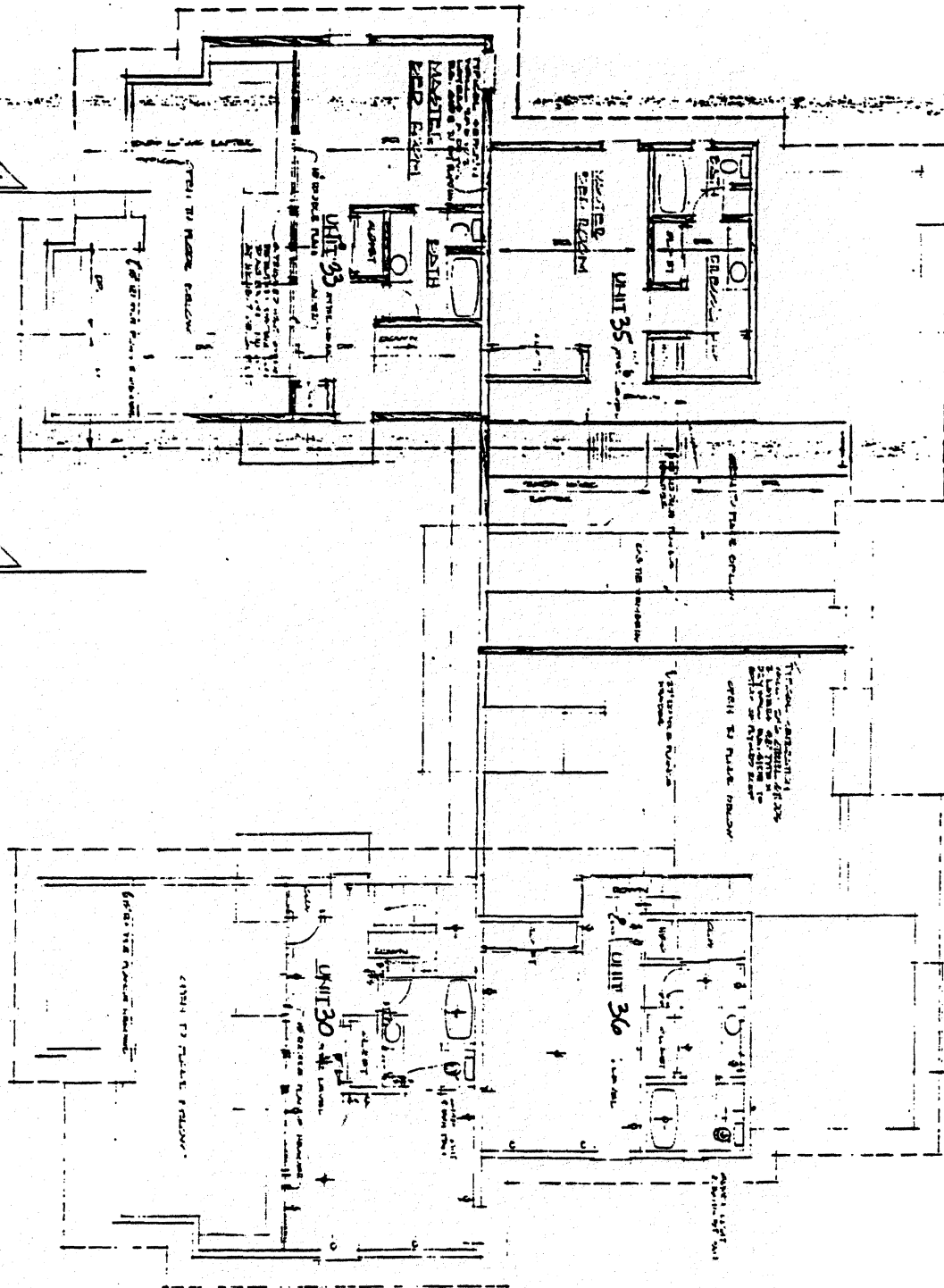
SECOND FLOOR PLAN

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DATE: 01/10/04	PROJECT NO:	PROJECT NAME:
BY: JAM/DA		
GREEN	PARTMENTS	
D WITH EG	35TH	A4
CLASH ALL	CONCEPT	

THIRD FLOOR PLAN W-10



ANTHONY G. DOSCI ARCHITECT AIA
 ARCHITECT
 100 WEST 10TH STREET, SUITE 200
 NEW YORK, NY 10011-1202
 TEL: 212-254-8888
 FAX: 212-254-8889



THIRD FLOOR PLAN

DATE: 10/15/00

PROJECT: [REDACTED]

CLIENT: [REDACTED]

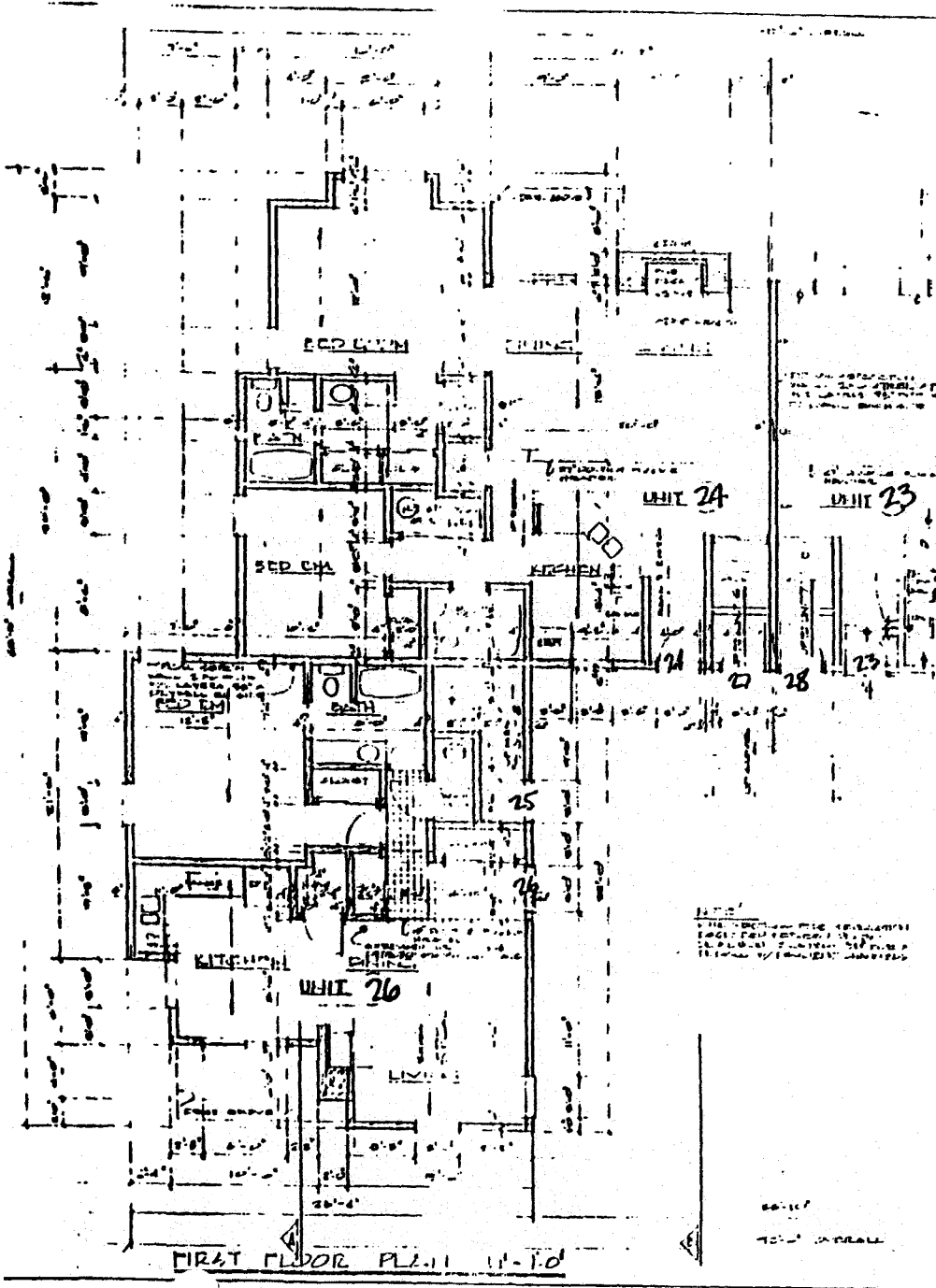
SCALE: AS SHOWN

BY: [REDACTED]

CHECKED: [REDACTED]

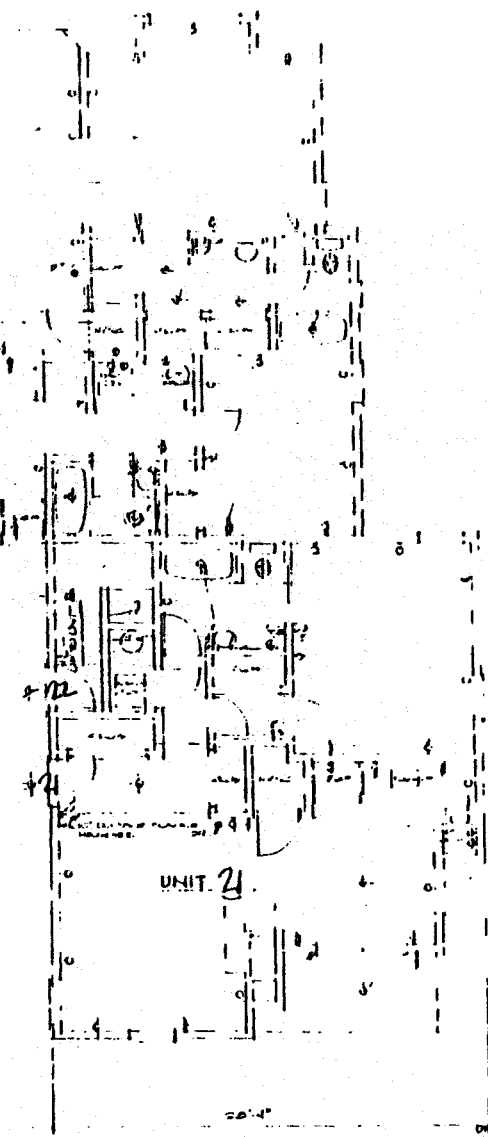
APPROVED: [REDACTED]

100 WEST 10TH STREET, SUITE 200
 NEW YORK, NY 10011-1202



FIRST FLOOR PLAN 11-10

VCL 1250 PAGE 0909



UNIT 21



ANTHONY & DORSQI ARCHITECT AIA
REGISTERED ARCHITECTS - CALIFORNIA LICENSE NO. 44178 AND
REGISTERED ARCHITECTS - MICHIGAN LICENSE NO. 64109 AND

FIRST FLOOR PLAN

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PROJECT NO. 1250		DATE: 10/20/09	
DRAWING NO. 101		DATE: 10/20/09	
GARDEN		ATTACHMENT	
D. J. H. E. 2001		J. H. H. 2001	
GARDEN		ATTACHMENT	
GARDEN		ATTACHMENT	