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DECLARATION OF CONDOMINIUM

James S. Higgins
RECORDER OF DEEDS

ESTATES OF SPRING GROVE, A CONDOMINIUM

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DECLARATION OF CONDOMINIUM
ESTATES OF SPRING GROVE, A CONDOMINIUM

THIS DECLARATION, made this 21st day of June, 1996, by SPRING GROVE DEVELOPMENT, INC., a Pennsylvania corporation, hereinafter referred to as "DECLARANT".

WHEREAS: DECLARANT is the owner in fee simple and record owner of certain real property situate in Rostraver Township, County of Westmoreland, Commonwealth of Pennsylvania, as more fully described on Exhibit A attached hereto and hereby made a part hereof, which land, buildings, improvements and the easements, rights and appurtenances thereto belonging (collectively the "Phase I PROPERTY") are included in the property which DECLARANT does hereby submit to the provisions of the Uniform Condominium Act, Act. of July 2, 1980, P.L. 196 (68 Pa. C.S.A. §3101, et seq.) and as from time to time amended, hereby declares that the PROPERTY shall hereafter consist of UNITS and COMMON ELEMENTS and shall be known and identified as ESTATES OF SPRING GROVE, A CONDOMINIUM, and accordingly said PROPERTY shall be used, held, sold and conveyed subject to:

- (a) the provisions of the aforesaid Act;
- (b) the provisions of this Declaration;
- (c) the Declaration Plan;
- (d) the By-Laws; and

- (e) Rules and Regulations as the Association may duly adopt, and all Amendments to the Declaration and By-Laws, and each and all of the aforesaid five (5) provisions are included in any reference to "Condominium Documents", and shall run with the PROPERTY and be binding on all parties having any right, title, or interest in the PROPERTY or any part thereof, and their heirs, administrators, successors and assigns, and shall inure to the benefit of each owner thereof.

WHEREAS: The DECLARANT desires to provide for the preservation and enhancement of the PROPERTY values and amenities in this Condominium Development through the maintenance of the land and improvements to be erected thereon, and to this end, desires to subject the Phase I PROPERTY described in Exhibit A, of which DECLARANT is the legal owner to the covenants, restrictions, easements, charges and liens, each and all of which is and are for the benefit of such PROPERTY and each owner thereof. As of the date of this Declaration, the Declarant is not the legal owner of the real property designated in Phases II, III, IV and V which are more particularly described on Exhibits C, D, E and F attached hereto.

ARTICLE I

DEFINITIONS

For the purposes of this Declaration and other Governing Documents, which shall include any Amendments to the Declaration and shall include all plats and plans, the following terms shall have the meanings set forth below:

1.1 ACT shall mean the Uniform Condominium Act of Pennsylvania, Act of July 2, 1980, (68 Pa. C.S.A. s3101, et seq.) and any amendments thereto, and any successor act thereto to the extent specified in such successor act.

1.2 ASSESSMENT shall mean the sums assessed against a UNIT by resolutions duly adopted by the EXECUTIVE BOARD for the share of COMMON EXPENSES, and other expenses chargeable to a UNIT.

1.3 ASSOCIATION shall mean Estates of Spring Grove, A Condominium Association, a Pennsylvania corporation.

1.4 BOARD or (EXECUTIVE BOARD) as provided by said ACT means a body of at least three members, a majority of whom must be unit owners designated herein to act on behalf of the Association who shall manage the business, operations and affairs of the PROPERTY on behalf of the UNIT OWNERS in compliance with the ACT, and under the Condominium Documents.

1.5 BUILDING means any multi-unit building or buildings or complex thereof, as well as other improvements comprising a part of the PROPERTY and used, or intended for use, for residential purpose or for any other lawful purpose or for any combination of such uses.

1.6 BY-LAWS means those so designated, and as are or will be publicly recorded under the Act, and as pertains to the PROPERTY of this Declaration, and includes such amendments thereof as may be adopted from time to time, all of the same being deemed to be a part hereof as if attached hereto.

1.7 COMMON ELEMENTS or COMMON AREAS as defined on Exhibit B attached hereto mean and include:

- (a) the land on which the building or buildings are located;
- (b) the foundations, structural parts, supports, main walls and roofs of the building;
- (c) the yards, parking areas, driveways and walkways of the property;
- (d) portions of the land and buildings used exclusively for the management, operation or maintenance of the common elements;
- (e) all apparatus and installations on the property existing for common use;
- (f) all other elements of the building necessary or convenient to its existence, management, operation, maintenance and safety or normally in common use;
- (g) such other facilities as are designed in this Declaration as common elements;
- (h) includes all other portions of a Condominium other than the UNITS.

1.8 COMMON EXPENSES mean and include:

- (a) expenses of administration, maintenance, repair and replacement of the Common Elements;
- (b) expenses agreed upon as common by the UNIT OWNERS;
- (c) expenses declared common by the provisions of the Act, or of this Declaration, or the By-Laws; and

- (d) any other expenditures made or liabilities incurred by or on behalf of the Association, together with any allocation to reserves.

1.9 COMMON EXPENSE LIABILITY shall mean the liability for COMMON EXPENSES allocated to each UNIT.

1.10 COMMON RECEIPTS shall mean and include:

- (a) funds collected from UNIT OWNERS as COMMON EXPENSES or otherwise;
- (b) receipts designated as common by the provisions of the ACT or by any other Governing Documents;
- (c) receipts which may be derived by permitting others to use the COMMON ELEMENTS.

1.11 COMMON SURPLUS shall mean the excess of all COMMON RECEIPTS over all COMMON ELEMENTS.

1.12 CONDOMINIUM, for the purpose of this Declaration means the UNIT development located on the property wherein individual units are owned by individual unit owners with each UNIT OWNER entitled to the exclusive ownership and possession of his unit, and being entitled to an exclusive easement for the use of the limited Common Areas appurtenant to his UNIT, and with each UNIT OWNER being entitled to an undivided interest in the Common Areas and facilities of the whole project included in this Declaration.

1.13 CONVERTIBLE REAL ESTATE under the Act means any portion of any additional real estate or combination thereof that may be added to the CONDOMINIUM at the sole option of the DECLARANT. The PROPERTY contains Convertible Real Estate.

1.14 DECLARANT shall mean SPRING GROVE DEVELOPMENT, INC., a Pennsylvania corporation, who offers to dispose of or disposes of its interest in a unit in the Estates of Spring Grove, A Condominium not previously disposed of and who has executed a Declaration and who has authority to execute any Amendment thereto to add additional real estate and who possesses SPECIAL DECLARANT rights and as are defined by Section 3103 of the Act.

1.15 DECLARATION shall mean the instrument by which the DECLARANT has submitted the PROPERTY to the provision of the ACT, and all amendments of such instrument.

1.16 DECLARATION PLAN shall mean the collection of plans of the PROPERTY, prepared in accordance with the ACT and recorded concurrently herewith, including all recorded amendments thereof.

1.17 DISPOSE OR DISPOSITION shall mean a voluntary transfer of any legal or equitable interest in a UNIT other than as security for an obligation.

1.18 EXECUTIVE BOARD shall mean the body designated in this DECLARATION to act on behalf of the ASSOCIATION.

1.19 FLEXIBLE CONDOMINIUM under the Act shall mean the within CONDOMINIUM containing withdrawable or CONVERTIBLE REAL ESTATE and/or to which additional real estate may be added or a combination thereof. The PROPERTY does constitute a Flexible Condominium.

1.20 GOVERNING DOCUMENTS shall mean this DECLARATION, the BY-LAWS, the DECLARATION PLAN, the ASSOCIATION RULES, and all amendments and supplements to the foregoing.

1.21 IDENTIFYING NUMBER shall mean a symbol that identifies only one UNIT in a CONDOMINIUM.

1.22 INSTITUTIONAL LENDER shall mean a bank, savings and loan, credit union or any lending company which grants a loan to the purchaser of a Unit which is secured by a mortgage filed against the Unit.

1.23 LIMITED COMMON ELEMENTS shall mean any chute, flue, duct, wire, conduit, bearing wall, bearing column or any other fixture which lies partially within and partially outside the designated boundaries of a unit serving only one unit. In addition, LIMITED COMMON ELEMENTS shall mean any shutters, window boxes, doorsteps, stoops, porches, balconies, patios, sidewalks and all exterior doors and windows or other fixtures designed to serve a single Unit, but which are located outside the UNIT's boundaries. All expenses for repair and maintenance of the Limited Common Elements are the responsibility of the Unit Owner or Unit Owner(s) who benefit from the Limited Common Element.

1.24 MAJORITY or MAJORITY OF UNIT OWNERS shall mean the OWNERS of more than fifty (50%) percent of the aggregate in interest of the undivided ownership of the COMMON ELEMENTS. If a different percentage of UNIT OWNERS is required to be determined under the ACT or under the DECLARATION or any other GOVERNING DOCUMENT for any purpose, such different percentage of UNIT OWNERS shall mean the UNIT OWNERS of an equal percentage in interest of the undivided ownership of the COMMON ELEMENTS as so specified.

1.25 NOTICE MORTGAGEES shall refer to Institutional Lenders which are holders of first mortgages in UNITS as to which holders the EXECUTIVE BOARD receives notices as provided for by Section 16.1 of this DECLARATION.

1.26 OFFERINGS shall mean any advertisement, inducement, solicitation or attempt to acquire any interest in a UNIT, other than as security for an obligation. An advertisement in a newspaper or other periodical of general circulation, or in any broadcast medium to the general public, of a CONDOMINIUM not located in the Commonwealth of Pennsylvania, is not an offering if the advertisement states that an offering may be made only in compliance with the law of the jurisdiction in which the CONDOMINIUM is located.

1.27 PERSON shall mean a natural person, corporation, partnership, association, trust, other entity or any combination thereof.

1.28 PHASE I PROPERTY shall mean the land described on Exhibit A attached hereto and hereby made a part hereof, the BUILDINGS and all other improvements on the land, all

owned in fee simple, and all easements, rights and appurtenances belonging thereto or intended for the benefit thereof, which pursuant to this DECLARATION and any Amendments hereto have been submitted to the provisions of the ACT. PROPERTY shall also mean the land which may be submitted to the condominium in future phases of construction which is more particularly described on Exhibits C, D, E and F attached hereto, marked as Phases II, III, IV and V, respectively.

1.29 PURCHASER shall mean any person, other than a DECLARANT, who by means of a voluntary transfer, acquires a legal or equitable interest, other than:

- (a) a leasehold interest (including renewal options) of less than five (5) years;
- or
- (b) security for an obligation.

1.30 REAL ESTATE shall mean any fee, leasehold, or other estate or interest in over or under land, including structures, fixtures and other improvements and interests which, by custom, usage or law pass with a conveyance of land there not described in the contract of sale or instrument of conveyance. Real estate includes parcels with or without upper or lower boundaries, and spaces that may be filled with air or water.

1.31 RECORDED means that an instrument has been duly entered of record in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania.

1.32 RECORDER shall mean the Recorder of Deeds of Westmoreland County, Pennsylvania.

1.33 SHARE shall mean the percentage of undivided ownership in COMMON ELEMENTS, COMMON EXPENSES and SURPLUS, as set forth in Exhibit G to this DECLARATION.

1.34 SINGLE FAMILY shall mean a group of one or more persons (not to exceed three (3) persons unrelated to each other by blood or marriage) who maintain a common household in a UNIT.

1.35 SPECIAL DECLARANT RIGHTS shall mean rights reserved for the benefit of DECLARANT to:

- (a) complete improvements indicated on plats and plans filed with the DECLARATION;
- (b) convert a UNIT into two (2) or more UNITS, common elements, or into two (2) or more UNITS and COMMON ELEMENTS;
- (c) maintain sales offices, management offices, signs advertising the CONDOMINIUM, and models;
- (d) use easements through the COMMON ELEMENTS for the purpose of making improvements within the CONDOMINIUM;
- (e) appoint or remove any officer of the ASSOCIATION or any EXECUTIVE BOARD member during any period of DECLARANT control;
- (f) convert any UNIT prior to sale of that UNIT to a COMMON or LIMITED COMMON AREA;

(g) All rights reserved pursuant to the Uniform Condominium Act.

1.36 SUBDIVISION PLAN shall mean the plan attached hereto as Exhibit H which describes the Property which has been submitted to the provisions of the Uniform Condominium Act of July 2, 1980, P.L. 196 (68 Pa. C.S.A. §3101 et seq.) in the within Declaration of Condominium.

1.37 TOTAL DESTRUCTION shall mean damages or destruction to a BUILDING which renders at least seventy-five (75%) percent of the UNITS in the damaged BUILDING uninhabitable.

1.38 TOTAL AREA DECLARED shall mean the total square feet of all Units declared under and pursuant to the Declaration of Condominium, including Phase I Property, and Phases II, III, IV and V.

1.39 UNIT shall mean a portion of the CONDOMINIUM designated for separate ownership, the boundaries of which are described in Article III.

1.40 UNIT DEED shall mean deed of conveyance of UNIT in recordable form.

1.41 UNIT DESIGNATION shall mean the combination of numbers designating a UNIT on the DECLARATION PLAN.

1.42 UNIT OWNER shall mean a DECLARANT who owns a UNIT or a person to whom ownership of a UNIT has been conveyed. UNIT OWNER does not include a person having an interest in a UNIT solely as security for an obligation.

ARTICLE II

NAMES AND DESCRIPTIONS OF BUILDINGS

2.1 NAME. The name by which the real estate, the building and the Association of Unit Owners in this CONDOMINIUM is to be identified as the "ESTATES OF SPRING GROVE, A CONDOMINIUM".

2.2 NUMBER OF BUILDINGS AND UNITS IN EACH BUILDING. The DECLARATION PLAN shows a total of 26 residential buildings, each containing 4 dwelling units in an H-shaped configuration in Phase I of the Condominium. In Phase I there will be a maximum of 28 units on approximately 8.52. In Phase II, there will be a maximum of 26 units on approximately 5.46 acres. In Phase III, there will be a maximum of 26 units on approximately 6.77 acres. In Phase IV, there will be a maximum of 24 units on approximately 9.09 acres. In Phase V, there will be no units constructed but rather this area will constitute grassy space to be utilized by unit owners.

2.3 PHYSICAL CONSTRUCTION. Each BUILDING will be of insulated masonry and wood frame construction with a brick veneer exterior and asphalt roof shingles.

2.4 OPTION TO ADD ADDITIONAL REAL ESTATE AND CREATE ADDITIONAL UNITS.

(a) DECLARANT, pursuant to Section 3206 and Section 3211 of the Uniform Condominium Act (68 Pa. C.S.A. subsection 3206 and 3211) reserves the right to create additional UNITS or LIMITED COMMON ELEMENTS and may add ADDITIONAL REAL

ESTATE to or withdraw REAL ESTATE from the CONDOMINIUM. The Declarant reserves the right to submit 21.32 additional acres to the Condominium in subsequent Phases and to construct an additional 76 units, which is shown on Exhibit B attached hereto.

(b) Physical Construction - Each building will be of insulated, masonry and wood frame construction with a brick veneer and exterior and asphalt roof shingles.

(c) The maximum number of UNITS that may be created is one hundred four (104) UNITS.

(d) The Clubhouse to be erected as shown on the Declaration Plan will be constructed of like materials for the UNITS as described in subparagraph (b) above.

(e) The undivided interest of each UNIT OWNER is one one hundred-fourth (1/104).

ARTICLE III

UNIT DESIGNATION: DESCRIPTION OF UNITS

3.1 UNIT DESIGNATION. Each UNIT is identified on the DECLARATION PLAN by the UNIT IDENTIFYING NUMBER. The COMMON ELEMENTS are described at Section 4.3 hereof, and the undivided interest in the COMMON ELEMENTS appurtenant to each UNIT is set forth on Exhibit G.

3.2 BOUNDARIES OF UNITS. Except for such portions thereof as are part of the COMMON ELEMENTS, the boundaries of the UNITS are described as follows:

(a) The UNIT-side surface of exterior walls of a BUILDING which are adjacent to such UNIT (this shall mean from and including the wall board in);

(b) The UNIT-side surface of each such interior wall of a BUILDING which is either part of the perimeter of such UNIT or pass through such UNIT;

(c) The UNIT-side surface of walls located on the perimeter of such UNIT, except that where any such surface is that of wallboard the other parallel surface of such wallboard shall constitute such boundary (this shall mean from and including the wall board in);

(d) The lower (UNIT-side) surface of the ceiling immediately above such UNIT, except that if such surface is that of wallboard and other parallel surface shall constitute such boundary;

(e) The projections of interior or exterior walls, ceilings or floors as appropriate to form the boundary of any partially enclosed portion of a UNIT, such as a patio;

(f) The upper surface of the concrete sub-floor of such UNIT;

(g) The exterior surface of the windows, window frames, window tracks, and window sills which are set in the exterior walls of the BUILDING of which the UNIT is a part and are situated on the perimeter of such UNIT; and

(h) The exterior surface of the doors (including sliding glass doors), door frames, door hinges, and doorsills which are set in the interior or the exterior walls of a BUILDING of which the UNIT is a part and are situated on the perimeter of such UNIT.

3.3 DESCRIPTION OF THE UNIT. Each UNIT consists of all portions of a BUILDING located within the UNIT boundaries described in Section 3.2 above, including, but not limited to:

(a) The air space enclosed thereby;

(b) All walls, partitions and dividers which are wholly contained within said UNIT boundaries, including any wallboard, a surface of which constitutes a boundary of the UNIT, but excluding any pipes, ducts, wires, cables, or conduits which this DECLARATION characterizes as COMMON ELEMENTS and other COMMON ELEMENTS (as defined in Section 1.8 hereof) contained wholly or in part within such walls, partitions and dividers;

(c) All doors, door frames, doorways, door hinges, door handles, door locks and doorsills set in the interior and exterior walls of a BUILDING of which such UNIT is a part and situate on the perimeter thereof, and all other doors, door frames, doorways, door hinges, door handles, door locks and doorsills wholly situate within the title lines of such UNIT;

(d) All windows, window frames, window tracks and windowsills which are set in the interior and exterior walls of a building of which the UNIT is a part and are situate on the perimeter thereof or in an exterior wall of the BUILDING and serving only such UNIT;

- (e) All electrical receptacles, outlets and fixtures located in the ceiling of such UNIT or in a perimeter or interior wall thereof;
- (f) All plumbing fixtures located within such UNIT boundaries;
- (g) All electrical equipment, including receptacles, outlets, and fixtures, and wiring serving only such UNIT;
- (h) The air conditioning, heating and ventilating ducts (including registers and vents) servicing only such UNIT;
- (i) The air conditioning and heating equipment servicing only such UNIT;
- (j) The fresh water pipes, discharge pipes and all other plumbing, pipes and conduits serving only such UNIT and, notwithstanding the UNIT boundaries set forth at Section 3.2 above, whether located within such UNIT boundaries;
- (k) The hot water heaters servicing only such UNIT;
- (l) Such fixtures, appliances, machinery and equipment as are located wholly within such boundaries and serve only such UNIT;
- (m) The proportionate undivided interest in the COMMON ELEMENTS assigned to such UNIT as shown on Exhibit G attached hereto, which interest shall and does hereby include as appurtenant to the UNIT, the grant to the owner thereof of easements, in common with all other UNIT OWNERS (i) for the use of all pipes, wires, ducts, cables,

conduits, utility lines and other COMMON ELEMENTS serving that UNIT and located in any other UNIT or in or on the COMMON ELEMENTS, or both; and (ii) for structural support; and

(n) Membership in the ASSOCIATION that is appurtenant to, and inseparable from, UNIT ownership and which includes liability for COMMON EXPENSES.

(o) For any and all purposes, each UNIT may be identified and shall be deemed fully and accurately described solely by reference to the number assigned to it as designated on the DECLARATION PLAN and as shown on attached as Exhibit B.

(p) DESCRIPTION OF THE CONDOMINIUM: The DECLARANT proposes the development and construction of one hundred four (104) units in twenty-six (26) buildings. Each building will be of insulated masonry construction with asphalt roof shingles. Each building shall be two (2) story with all Units having three (3) bedrooms. A small three (3) bedroom unit will be comprised of approximately 1,750 square feet and a large three (3) bedroom unit comprised of approximately 2,150 square feet.

All Units will have a kitchen, dining room, living room and three bedrooms with a two car garage. A floor plan of a typical Unit is attached hereto as Exhibit I.

ARTICLE IV

COMMON ELEMENTS: SHARE

4.1 DEFINITION OF COMMON ELEMENTS. COMMON ELEMENTS are defined at Paragraphs 1.7 and 4.3 of this DECLARATION and are shown on the DECLARATION PLAN.

4.2 BOUNDARIES, UNIT OWNER AND EXECUTIVE BOARD RIGHTS.

(a) Whenever in this DECLARATION a boundary of a Unit is described as being the UNIT-side surface of a designated part of a BUILDING, it is intended thereby, and it is hereby declared, that the UNIT OWNER of such UNIT shall have an easement for the purpose of applying and removing paint, wallpaper, carpet, tile and other wall, floor and ceiling covering to and from such UNIT-side surface and otherwise decorating, cleaning and maintaining the same, it being understood and agreed that the EXECUTIVE BOARD, acting on behalf of all UNIT OWNERS, shall, at all times retain the right to maintain, clean, repair or replace the balance of such walls, floors, and ceilings (other than interior wallboard), of which any such UNIT-side surfaces are a part, notwithstanding the fact that such maintenance, cleaning, and repair or replacement may temporarily adversely affect the UNIT OWNER's easement and right to use the UNIT-side surface thereof.

(b) Whenever in this DECLARATION a boundary of a UNIT is described as being the exterior surface of a designated part of a UNIT, it is intended thereby, and it is hereby declared, that the EXECUTIVE BOARD, acting on behalf of all UNIT OWNERS, shall retain

the right: (i) to clean, maintain, replace and/or paint such exterior surface at the expense of a UNIT OWNER in accordance with standards established by the EXECUTIVE BOARD; or (ii) to require the UNIT OWNER to pay for work to be performed and charged such expense as a special assessment to the UNIT OWNER involved or allocate such expense as a special assessment among the UNIT OWNERS involved on an equitable basis.

4.3 The following is a description of all COMMON ELEMENTS:

(a) The COMMON ELEMENTS shall mean and include:

(i) The Land, the air space above the BUILDING and said Land, and those portions of the BUILDING which are not included within the title lines of any UNIT and which are not made part of a UNIT.

(ii) Portions of the Land and BUILDING used exclusively for the management, operation or maintenance of the COMMON ELEMENTS.

(iii) Installations of all central services and utilities and water, sewer, electric, telephone and other utility lines, pipes, fixtures, meters and associated equipment which serve the COMMON ELEMENTS or serve more than one UNIT or both.

(iv) All other apparatus and installations existing for common use.

(v) All other parts or elements of the BUILDING or the property necessary or convenient to the PROPERTY's existence, management, operation, maintenance and safety, or in common use and which are not herein or in the DECLARATION PLAN made a part of a UNIT, and

such facilities as are designated herein and in the BY-LAWS as COMMON ELEMENTS.

(vi) Whenever in this DECLARATION and the DECLARATION PLAN, a title line of a UNIT is described as being the exterior surface of a designated part of a UNIT, it is intended thereby, and it is hereby declared, that the EXECUTIVE BOARD, acting on behalf of all UNIT OWNERS, shall, at all times while this DECLARATION is in effect, retain the right to require the OWNER of such UNIT to clean, maintain, replace and/or paint the same in accordance with instructions of the EXECUTIVE BOARD and at the expense of such OWNER.

4.4 The allocation may not be altered without the consent of the UNIT OWNERS whose UNITS are affected. The persons executing the amendment to this DECLARATION shall provide a copy thereof to the ASSOCIATION.

4.5 A COMMON ELEMENT not previously allocated as a limited COMMON ELEMENT may not be so allocated except pursuant to an amendment to this DECLARATION executed by a majority of the UNIT OWNERS.

4.6 Allocations shall be made by amendments to the DECLARATION.

4.7 Votes and COMMON EXPENSE liability allocated to any UNIT may not be altered without unanimous consent of all UNIT OWNERS.

4.8 COMMON ELEMENTS are not subject to partition and any purported conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of an individual interest in the COMMON ELEMENTS made without the UNIT to which it is allocated is void.

4.9 OTHER COMMON ELEMENTS. The ASSOCIATION, acting by and through the EXECUTIVE BOARD, may with the approval of a MAJORITY of the UNIT OWNERS acquire and enter into agreements whereby it acquires leaseholds, memberships and other possessory or use interests in land or facilities, whether or not contiguous to the PROPERTY, intended to provide for the enjoyment, recreation or other use or benefit of the UNIT OWNERS. The expenses of rental, membership fees, operations, replacements and other undertakings in connection therewith shall be COMMON EXPENSES.

4.10 SHARE.

(a) The percentage of undivided interest in the COMMON ELEMENTS attributable to each UNIT shall be as set forth on Exhibit G, and such percentage shall not be altered except by an amended DECLARATION, duly executed by all of the UNIT OWNERS affected thereby and RECORDED;

(b) The formula used to establish the allocation is to divide the total square feet of each individual unit by the total square feet of all condominium units in the condominium plan; and

(c) The SHARE of a UNIT in the COMMON ELEMENTS shall be inseparable from each UNIT, and any conveyance, lease, devise or other disposition or mortgage

or other encumbrance of any UNIT shall extend to and include the SHARE in the COMMON ELEMENTS, whether or not expressly referred to in the instrument effecting the same.

(d) The share of each unit is changed with the addition of convertible property to the condominium in Phases II, III and IV.

4.11 USE OF COMMON ELEMENTS.

(a) Each UNIT OWNER shall have the right to use the COMMON ELEMENTS in common with all other UNIT OWNERS as may be required or permitted for the use, occupancy and enjoyment of his UNIT, except as limited in this DECLARATION or any other GOVERNING DOCUMENT. Such right shall extend to the family members, invitees, servants, agents and lessees of each UNIT OWNER, except as such rights and uses may, from time to time, be limited by this DECLARATION or any other GOVERNING DOCUMENT.

(b) The EXECUTIVE BOARD shall, if any questions arise, determine the purpose for which a COMMON ELEMENT is intended to be used. The EXECUTIVE BOARD, as provided in the BY-LAWS, shall have the right to promulgate rules and regulations governing the use of the COMMON ELEMENTS.

4.12 WAIVER OF USE OF NO EFFECT. No UNIT OWNER may waive his right to use and enjoy all or any portion of the COMMON ELEMENTS. No UNIT OWNER may: (i) escape liability for the ASSESSMENTS provided for by this DECLARATION, or otherwise duly and properly levied by the EXECUTIVE BOARD, in accordance herewith or with other

GOVERNING DOCUMENTS, or (ii) avoid any other covenant, easement, restriction or other provision of this DECLARATION, or any other GOVERNING DOCUMENT, or other instrument concerning or affecting the management and operation of the property and to which such UNIT OWNER is properly bound, by non-use of the COMMON ELEMENTS or any part thereof, or by abandonment of his UNIT.

4.13 EASEMENTS.

(a) Each UNIT OWNER shall have an easement in common with all other affected UNIT OWNERS to use all pipes, wires, ducts, cables, conduits, utility lines and other COMMON ELEMENTS serving his UNIT and to any extent located in any other UNIT, and such easement shall include also having the facility in place, and the servicing, maintaining, and replacing of same, and each UNIT shall be subject to like easement in favor of all other affected UNIT OWNERS.

(b) Each UNIT shall have an easement to the extent necessary for structural support over every other affected UNIT and over affected COMMON ELEMENTS and each UNIT and the COMMON ELEMENTS, each to the extent necessary shall be subject to such easement for structural support.

(c) Every OWNER shall have a right and easement of enjoyment and ingress and egress in and to the COMMON AREAS and such easement shall be appurtenant to and shall pass with the title to every unit, subject to the right of the ASSOCIATION to limit the number of guests that may use the COMMON AREAS.

(d) The Real Estate and all parts thereof are subject to reservation of coal and mining rights, oil and gas leases, rights-of-way easements, covenants, restrictions or conditions, as may be set forth in prior instruments of record and as may be now or hereafter established or granted by DECLARANT, or by the ASSOCIATION.

4.14 RESTRICTIONS ON USE AND OCCUPANCY.

The Units and the Common Elements shall be occupied and used subject to the following restrictions and subject to further restrictions set forth in the By-Laws and/or rules and regulations and other governing documents:

(a) No part of the property shall be used for other than housing for residential purposes for which the property was designated;

(b) No Unit Owner shall permit his unit to be used or occupied for any prohibited purposes;

(c) Except as reserved by the DECLARANT, its successors and assigns, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the property.

(d) Except as to the DECLARANT, no signs, advertising or other displays shall be maintained or permitted on any part of the property. The right is reserved by the

DECLARANT or its agent or agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and on any part of the COMMON ELEMENTS.

(e) There shall be no obstruction of the COMMON ELEMENTS nor shall anything or any structure be stored in or on the COMMON ELEMENTS without the prior consent of the EXECUTIVE BOARD, except as herein expressly provided.

(f) Nothing shall be done or kept in any UNIT or in the COMMON ELEMENTS which will increase the rate of insurance on the property or contents thereof, applicable for residential use, without the prior written consent of the EXECUTIVE BOARD.

(g) NO UNIT OWNER shall permit anything to be done or kept in the UNIT, or in the COMMON ELEMENTS which will violate any law, statute, ordinance or regulations of any governmental body or which will result in the cancellation of any insurance maintained by the Unit Owner or the EXECUTIVE BOARD. No waste shall be committed in the COMMON ELEMENTS.

(h) 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 Building or on the property and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof on any part thereof, without the prior written consent of the EXECUTIVE BOARD.

(i) No animals, livestock, fowl or poultry of any kind shall be raised, bred or kept in any UNIT or in the COMMON ELEMENTS except household pets, subject to the rules and regulations adopted by the EXECUTIVE BOARD. In any event each UNIT OWNER shall be limited to one (1) pet; provided that any authorized pet causing an unreasonable disturbance shall be removed from the PROPERTY upon three (3) days written notice from the Executive Board.

(j) No obnoxious 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 UNIT OWNERS or occupants.

(k) No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the COMMON ELEMENTS. The COMMON ELEMENTS shall be kept free and clear of rubbish, debris and other unsightly materials.

(l) No UNIT OWNER shall overload the electric wiring in the Buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the EXECUTIVE BOARD, an unreasonable disturbance to others.

(m) No UNIT OWNER shall place or store anything on the patio or any COMMON ELEMENT appurtenant to his UNIT, other than plantings or patio furniture, nor shall any patio be decorated, painted or otherwise altered without the written consent of the EXECUTIVE BOARD.

(n) Reasonable rules and regulations, not in conflict with the provisions of this DECLARATION and BY-LAWS, 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. Copies of the then current rules and regulations and any Amendments thereto shall be furnished to all UNIT OWNERS by the EXECUTIVE BOARD promptly after the adoption of such rules and regulations or any Amendments thereto.

ARTICLE V

MAINTENANCE AND REPAIR OF UNITS

5.1 UNIT MAINTENANCE AND REPAIR. Each UNIT OWNER shall have the sole and exclusive duty and responsibility to maintain, repair, and replace, at its own expense, all portions of his UNIT, except to the extent that any portion of his UNIT is damaged or destroyed and insurance proceeds are payable with respect to said damage or destruction pursuant to policies maintained by the EXECUTIVE BOARD.

5.2 NO STRUCTURAL MODIFICATIONS. No UNIT OWNER shall make any structural modifications or structural alterations within his UNIT unless he has obtained the prior written consent of the EXECUTIVE BOARD. No act shall be done under any circumstances, which act does or may tend to impair the structural integrity of the BUILDING, or adversely affect or jeopardize the soundness or safety of any improvement erected on the PROPERTY, or impair any easement or right appurtenant thereto, without the unanimous prior written consent of all UNIT OWNERS affected thereby and of the EXECUTIVE BOARD.

Subject to the provisions of this DECLARATION and law, a UNIT OWNER may make any improvements to his UNIT that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the CONDOMINIUM.

Subject to the provisions of this DECLARATION and law, a UNIT OWNER may not change the appearance of the COMMON ELEMENTS or the exterior appearance of a UNIT or any other portion of the CONDOMINIUM without permission of the ASSOCIATION.

5.3 RESPONSIBILITIES OF UNIT OWNER. Each UNIT OWNER shall:

(a) Paint, wallpaper, carpet, tile, decorate and maintain the interior surfaces of all walls, ceilings, doors, window frames, vents and floors within the UNIT, including all wallboard;

(b) Perform such UNIT OWNER's responsibilities in such a manner and at such reasonable hours so as not to disturb other UNIT OWNERS;

(c) Not repair, alter, replace, paint or otherwise decorate or change the appearance of any portion of the COMMON ELEMENTS without first obtaining consent in writing of the EXECUTIVE BOARD;

(d) Not repair, alter, replace, paint, decorate or change any exterior portion of the UNIT or COMMON ELEMENTS appurtenant to the UNIT, without first obtaining consent in writing of the EXECUTIVE BOARD, which Committee shall first obtain the written consent of the EXECUTIVE BOARD;

(e) Not perform any work that such UNIT OWNER wishes to perform that may be the responsibility of the EXECUTIVE BOARD, except after having first received written authorization of the EXECUTIVE BOARD to do so. Any consent by the EXECUTIVE BOARD to the performance of such work by the UNIT OWNER shall not constitute an agreement by the EXECUTIVE BOARD to pay the cost or expense thereof. Any consent given by the EXECUTIVE BOARD may set forth the terms of such consent, and the UNIT OWNER shall be required to abide therewith if such UNIT OWNER proceeds with such work.

(f) Subject to provisions of Subsections 5.3(b) and (c) above and Subsection 6.2 below, maintain the COMMON ELEMENTS in good condition consistent with standards established by the EXECUTIVE BOARD.

5.4 LIMITATIONS ON LIABILITY. Nothing contained in this DECLARATION or any other GOVERNING DOCUMENT shall be construed to impose personal liability upon DECLARANT, or any member or officer of the ASSOCIATION or EXECUTIVE BOARD for the maintenance, repair or replacement of any UNIT or COMMON ELEMENT or give rise to a cause of action against them. Neither the ASSOCIATION, the EXECUTIVE BOARD, nor the DECLARANT shall be liable to any UNIT OWNER or to each other for damages of any kind except for willful misconduct or bad faith.

ARTICLE VI

MAINTENANCE AND REPAIR OF COMMON ELEMENTS

6.1 RESPONSIBILITY FOR MAINTENANCE AND REPAIR OF COMMON ELEMENTS.

(a) Except to the extent provided by this DECLARATION and law, the ASSOCIATION is responsible for maintenance, repair and replacement of the COMMON ELEMENTS and each UNIT OWNER is responsible for maintenance, repair and replacement of his UNIT. Each UNIT OWNER shall afford to the ASSOCIATION and the other UNIT OWNERS and to their agents or employees, access through his UNIT reasonably necessary for those purposes. If damage is inflicted on the COMMON ELEMENTS or any UNIT through which access is taken, the UNIT OWNER responsible for the damage, or the ASSOCIATION if it is responsible, is liable for the prompt repair thereof.

6.2 COMMON ELEMENTS AND COMMON EXPENSES. Expenses incurred or to be incurred for the maintenance, repair, management and operation of the COMMON ELEMENTS shall be COMMON EXPENSES and as such, collected from UNIT OWNERS.

ARTICLE VII

EASEMENTS

7.1 UTILITY EASEMENTS

(a) The UNITS and the COMMON ELEMENTS are and shall be hereby made subject to, easements established and as may from time to time be established by DECLARANT or the EXECUTIVE BOARD in favor of the appropriate utility and service companies or government agencies or authorities for such utility services as are desirable or necessary to adequately serve the PROPERTY or any portion thereof and all appurtenances thereto, including without limitation, the right to install, lay, maintain, repair, relocate and replace water mains and pipes, sewer and drain lines, gas lines, pipes and conduits, cable television lines, telephone wires and equipment, and electrical wires and conduits and associated equipment, and vents and ducts over, under, through, along and on the PROPERTY; provided, however, that unless approved in writing by the UNIT OWNER or UNIT OWNERS affected, any such easement through a UNIT shall be located either in substantially the same location as such facilities or similar facilities exist at the time of first conveyance of the UNIT by DECLARANT or so as not to materially interfere with the use or occupancy of the UNIT by its occupants and so as not to detract from the value of the UNIT.

7.2 INGRESS AND EGRESS. The COMMON ELEMENTS shall be, and are hereby made subject to, an easement in favor of the UNIT OWNERS and their family members, invitees, servants, agents and lessees, the EXECUTIVE BOARD and the agents and employees of the EXECUTIVE BOARD for pedestrian and vehicular traffic on, over, through and across

such portions of the COMMON ELEMENTS as may from time to time be intended for such purposes.

7.3 MAINTENANCE AND REPAIR. The COMMON ELEMENTS shall be and are hereby made subject to the following easements (in addition to any other easements set forth in this DECLARATION) in favor of any UNIT or UNITS for which such easements are necessary:

(a) For the installation, repair, maintenance, use, removal and/or replacement of any recessed cabinet in the bathrooms of UNITS. In the event that a part of any such cabinet is located in a portion of the wall adjacent to such UNIT which is part of the COMMON ELEMENTS; and

(b) For the installation, repair, maintenance, use, removal and/or replacement of lighting, fixtures, electrical receptacles and the like which are located in a portion of the ceiling or wall adjacent to a UNIT which is part of the COMMON ELEMENTS; provided, that the installation, repair, maintenance, use, removal or replacement of such fixtures, receptacles and the like will not reasonably interfere with any part of the COMMON ELEMENTS or impair or structurally weaken a BUILDING, and

(c) For driving and removing nails, screws and bolts from the UNIT-side surface of the walls of a UNIT into a portion of such wall which is part of the COMMON ELEMENTS; provided, that such action will not unreasonably interfere with the use of any part of the COMMON ELEMENTS or impair or structurally weaken a BUILDING, and

(d) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring, and cable television lines, and all other utility lines and conduits which are part of a UNIT and which pass across or through a portion of the COMMON ELEMENTS; and

7.4 SUPPORT. To the extent necessary, each UNIT shall have an easement for structural support over the COMMON ELEMENTS and over any other UNIT in a BUILDING, and each UNIT and the COMMON ELEMENTS shall be subject to an easement for structural support in favor of every other UNIT in a BUILDING and the COMMON ELEMENTS.

7.5 INSPECTION AND MAINTENANCE OF UNITS. The UNITS shall be and are hereby made subject to the following easements:

(a) In favor of the EXECUTIVE BOARD, for inspection of the UNITS for the purpose of verifying performance by UNIT OWNERS of all items of maintenance and repair for which they are responsible, for inspection and maintenance of the COMMON ELEMENTS situated in or accessible from such UNIT, for correction of emergency conditions in each UNIT or casualties to such COMMON ELEMENTS and/or UNIT, and for any of the purposes set forth in Section 7.3 hereof or in any other GOVERNING Documents. The EXECUTIVE BOARD shall take reasonable steps to minimize the interference with a UNIT OWNER'S use of his UNIT resulting from the ASSOCIATION'S exercise of rights granted to it pursuant to this Section 7.5 or any other provision of this DECLARATION or any other GOVERNING DOCUMENT.

(b) In favor of the COMMON ELEMENTS benefitted, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical wiring, and cable television lines and all other utility lines and conduits which are part of the COMMON ELEMENTS and which pass across or through a portion of a UNIT or UNITS.

7.6 ENCROACHMENT. If any UNIT or UNITS shall encroach upon any COMMON ELEMENT or upon any other UNIT or UNITS by reason of original construction or a cause other than the purposeful act or omission of the UNIT OWNER of such encroaching UNIT, then an easement appurtenant to such encroaching UNIT, to the extent of such encroachment, shall exist for so long as such encroachment shall exist. If any COMMON ELEMENT shall encroach upon any UNIT by reason of original construction or a cause other than the purposeful act or omission of the EXECUTIVE BOARD, then an easement appurtenant to such COMMON ELEMENT, to the extent of such encroachment shall exist for so long as such encroachment shall exist. In the event a BUILDING is partially or totally destroyed or is taken pursuant to the exercise of eminent domain or condemnation proceedings, and then rebuilt, encroachment upon the COMMON ELEMENTS and/or UNITS, as and to the extent described above, shall be permitted, and a valid easement for said encroachments and the maintenance thereof shall exist for so long as such encroachment continues to exist.

7.7 EXECUTIVE BOARD FUNCTIONS. There is hereby reserved to DECLARANT, any successor DECLARANT, the ASSOCIATION, and the EXECUTIVE BOARD and their duly authorized agents, representatives and managers, such easements over, upon, across, and through the UNITS, COMMON ELEMENTS, and other portions of the

PROPERTY as are necessary for the performance of the duties and obligations, and exercise of the powers of the EXECUTIVE BOARD and the ASSOCIATION as are set forth in the DECLARATION, the BY-LAWS and the other GOVERNING DOCUMENTS.

7.8 DECLARANT'S EASEMENT TO CORRECT DRAINAGE. The DECLARANT receives an easement and right on, over and under the PROPERTY to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the DECLARANT shall restore the affected property to its original condition as near as practicable. The DECLARANT shall give reasonable notice of intent to take such action to all affected UNIT OWNERS, unless in the option of the DECLARANT an emergency exists which precludes such notice.

7.9 EASEMENT TO THE DECLARANT. All of the COMMON ELEMENTS and all UNITS shall be, and are hereby made subject to all reasonably necessary easements in favor of the DECLARANT, its successors and assigns, for the purpose of the rehabilitation and renovation of the PROPERTY and the development and sale of the UNITS. Such easements shall include, without limitation, easements for ingress, egress and parking, construction activities of any nature whatsoever, movement of building materials and equipment, conduct of sales and leasing activities, and erection and maintenance of directional and promotional signs.

7.10 EASEMENTS APPURTENANT. All easements and rights described and mentioned in this DECLARATION are easements appurtenant, running with the land,

PROPERTY, UNITS and COMMON ELEMENTS, and shall inure perpetually in full force and effect, and at all times to the benefit of and be binding upon the DECLARANT, its successors and assigns, the EXECUTIVE BOARD, the ASSOCIATION, any UNIT OWNER, purchaser, mortgage and other person having an interest in said lands and improvements, PROPERTY, UNITS, COMMON ELEMENTS, or any portion thereof.

7.11 EASEMENT TO FACILITATE COMPLETION. Subject to the provisions of this DECLARATION, the DECLARANT has an easement through the COMMON ELEMENTS as may be reasonably necessary for the purpose of discharging DECLARANT'S obligations or exercising DECLARANT'S rights of completion.

ARTICLE VIII

RESTRICTIONS

8.1 SUBDIVISION OR COMBINATION. Except as reserved to the DECLARANT, no UNIT may be divided or subdivided into smaller UNITS, or combined into a larger UNIT, nor any Portion (less than all) thereof sold or otherwise transferred without first amending this DECLARATION in accordance with the provisions hereof to show the changes in the UNIT to be affected thereby.

8.2 USE OF UNITS. A UNIT may be used only for residential purposes and for no other purpose.

8.3 USE RESTRICTIONS. No use or practice shall be permitted in a UNIT or on the PROPERTY which:

- (a) is a source of undue annoyance to the other residents or occupants thereof or interferes with the peaceful possession and proper use of the PROPERTY by such other residents or occupants; or
- (b) will materially increase the rate of insurance on any improvement erected or situated on the PROPERTY beyond that to be anticipated from the proper and accepted conduct of otherwise permitted uses hereunder.
- (c) subject to those use restrictions set forth in Article IV, Subparagraph 4.18 of this Declaration.

8.4 USE OF COMMON ELEMENTS.

(a) Subject to the provisions of the GOVERNING DOCUMENTS, all UNIT OWNERS may use the COMMON ELEMENTS in such manner as will not restrict, interfere with or impede the use thereof by other UNIT OWNERS.

(b) The COMMON ELEMENTS shall be used for the furnishing of those services and facilities for which the same are designed and reasonably intended.

(c) No person shall use the COMMON ELEMENTS, or any part thereof, in any manner contrary to or not in accordance with the ASSOCIATION RULES pertaining thereto as from time to time may be promulgated by the EXECUTIVE BOARD. Without in any manner intending to limit the generality of the foregoing, the EXECUTIVE BOARD shall have the right but not the obligation, to promulgate rules and regulations governing the use of the COMMON ELEMENTS, by UNIT OWNERS or occupiers and their respective families, guests, invitees and servants.

(d) Subject to those use restrictions set forth in Article IV, Subparagraph 4.18 of this Declaration.

8.5 COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of UNIT OWNERS and the EXECUTIVE BOARD of complying with the requirements of governmental bodies which require maintenance, modification or repair of the PROPERTY shall be the same as hereinabove provided for the maintenance and repair of that portion of the PROPERTY subject to such requirements.

ARTICLE IX

ADMINISTRATION

9.1 EXECUTIVE BOARD AND ASSOCIATION. The PROPERTY shall be administered, supervised, and managed by the EXECUTIVE BOARD, which shall act within the framework of the ASSOCIATION by and on behalf of the UNIT OWNERS in accordance with the ACT, DECLARATION, BY-LAWS and other GOVERNING DOCUMENTS. The EXECUTIVE BOARD is hereby vested with the rights, powers, privileges, and duties necessary or incidental to the proper administration of the PROPERTY as provided in the ACT and the GOVERNING DOCUMENTS.

9.2 POWERS OF ASSOCIATION. Subject to the provisions of this DECLARATION, the ASSOCIATION may:

(a) Adopt and amend BY-LAWS and RULES AND REGULATIONS.

(b) Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for COMMON EXPENSES from UNIT OWNERS.

(c) Hire and terminate managing agents and other employees, agents, and independent contractors.

(d) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more UNIT OWNERS on matters affecting the CONDOMINIUM.

(e) Make contracts and incur liabilities.

(f) Regulate the use, maintenance, repair, replacement and modification of COMMON ELEMENTS.

(g) Cause additional improvements to be made as a part of the COMMON ELEMENTS.

(h) Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property.

(i) Grant easements, leases, licenses and concessions through or over the COMMON ELEMENTS.

(j) Impose and receive any payments, fees or charges for the use, rental or operation of the COMMON ELEMENTS.

(k) Impose charges for late payment of assessments and, after notice and an OPPORTUNITY to be heard, levy reasonable fines, which may include costs, interest and legal fees for violations of the DECLARATION, BY-LAWS and RULES AND REGULATIONS of the ASSOCIATION.

(l) Impose reasonable charges for the preparation and recordation of amendments to the DECLARATION, resale certificates or statements of unpaid assessments.

(m) Provide for the indemnification of its officers and EXECUTIVE BOARD and maintain directors' and officers' liability insurance.

(n) Exercise any other powers conferred by this DECLARATION or BY-LAWS.

(o) Exercise all other powers that may be exercised in the Commonwealth by legal entities of the same type as the ASSOCIATION.

(p) Exercise any other powers necessary and proper for the governance and operation of the ASSOCIATION.

9.3 UNIT OWNER PARTICIPATION IN ASSOCIATION. All UNIT OWNERS, by virtue of their respective ownerships shall be members of the ASSOCIATION during their respective ownerships. If any UNIT is jointly owned, the owners of such UNIT shall together constitute one (1) member of the ASSOCIATION.

9.4 FUNCTION OF EXECUTIVE BOARD.

(a) The affairs of the ASSOCIATION shall be governed by the EXECUTIVE BOARD, who shall not be compensated for such services. The ASSOCIATION shall provide the entity within the structure of which the EXECUTIVE BOARD shall function to accomplish the purposes of the ASSOCIATION. The EXECUTIVE BOARD shall on behalf of the ASSOCIATION and UNIT OWNERS, have power to manage the business, operation, and affairs of the PROPERTY and for such purposes, to engage employees and appoint agents and to define their duties and fix their compensation enter into contracts and other written instruments or documents and to authorize the execution thereof by members of the EXECUTIVE BOARD. The EXECUTIVE BOARD shall have such other powers and duties as are set forth in the GOVERNING DOCUMENTS and the ACT.

(b) The EXECUTIVE BOARD may act in all instances on behalf of the ASSOCIATION, except as provided in the ACT or the DECLARATION.

(c) Limitation on Authority. The EXECUTIVE BOARD may not act on behalf of the ASSOCIATION to amend the DECLARATION, to terminate the CONDOMINIUM or to elect members of the EXECUTIVE BOARD or determine the qualifications, powers and duties or terms of office of EXECUTIVE BOARD MEMBERS, but the EXECUTIVE BOARD may fill vacancies in its membership for the unexpired portion of any term. In addition to other rights conferred by the DECLARATION, BY-LAWS, or this subpart, the UNIT OWNERS, by majority vote, may reject any budget or capital expenditure approved by the EXECUTIVE BOARD, within thirty (30) days after the approval,

(d) The DECLARANT shall designate the members of the EXECUTIVE BOARD and shall control the ASSOCIATION from the date of the first conveyance of a UNIT to a Person other than a DECLARANT for a period of up to five (5) years. DECLARANT'S control terminates one hundred eighty (180) days after conveyance of seventy five (75%) percent of the UNITS to UNIT OWNERS other than the DECLARANT. DECLARANT may surrender the right to exercise control over the ASSOCIATION and to appoint and remove officers and members of the EXECUTIVE BOARD before termination of the five (5) year period or sale of seventy five (75%) percent of the UNITS, however DECLARANT may reserve the right to approve actions of the ASSOCIATION or EXECUTIVE BOARD, such actions to be specified in a recorded instrument executed by the DECLARANT, before they can become effective.

(e) Prior to the expiration of sixty (60) days after the conveyance of twenty-five (25%) percent of the UNITS to UNIT OWNERS other than the DECLARANT, not less than twenty five (25%) percent of the members of the EXECUTIVE BOARD shall be elected by UNIT OWNERS other than the DECLARANT. Prior to the expiration of sixty (60) days after conveyance of fifty (50%) percent of the UNITS to UNIT OWNERS other than the DECLARANT, not less than thirty three and one-third (33 1/3%) percent of the members of the EXECUTIVE BOARD shall be elected by UNIT OWNERS other than the DECLARANT.

(f) The Percentage of UNITS conveyed is presumed to be that percentage which would have been conveyed if all of the UNITS the DECLARANT has built or has reserved the right to build were included in the CONDOMINIUM.

(g) Not later than the termination of the period of DECLARANT'S control, the UNIT OWNERS shall elect an EXECUTIVE BOARD of at least seven (7) members, at least a majority of whom must be UNIT OWNERS. The EXECUTIVE BOARD shall elect the officers. The persons elected shall take office upon election.

9.5 INITIAL MEMBERS OF EXECUTIVE BOARD. DECLARANT hereby designates the first members of the EXECUTIVE BOARD, each of whom shall serve until the first regular annual meeting of UNIT OWNERS and thereafter until their respective successors have been duly elected and qualified.

9.6 UNIT OWNER VOTES. Each UNIT OWNER shall, at meetings of the ASSOCIATION, be entitled to cast the number of votes equal to the SHARE of such UNIT OWNER, as such SHARE is defined in this DECLARATION and set forth on Exhibit G attached hereto. All votes shall be governed by the provisions of the BY-LAWS.

9.7 ACQUISITION of PROPERTY. All funds and all properties whether real or personal, leasehold or fee, acquired by the EXECUTIVE BOARD and the proceeds thereof, after deducting therefrom the costs incurred by the EXECUTIVE BOARD in acquiring the same, shall be held for the benefit of the UNIT OWNERS in accordance with their respective SHARES.

9.8 INCOME. All income received by the EXECUTIVE BOARD from the rental or licensing of any part of the COMMON ELEMENTS, as well as such income anticipated, shall be used for the purpose of reducing prospective COMMON EXPENSES.

9.9 COMPLIANCE WITH ROSTRAVER TOWNSHIP REGULATIONS. The EXECUTIVE BOARD and ASSOCIATION shall be bound by the RULES AND REGULATIONS prescribed by the Board of Supervisors of Rostraver Township at the time of final approval of the application for Building Permit for the construction of Estates of Spring Grove, A Condominium.

9.10 LIMITATION OF LIABILITY, INDEMNIFICATION, LEGAL COSTS AND ATTORNEYS FEES. The EXECUTIVE BOARD members, officers, assistant officers, the Declarant and other committee members:

A. Shall not be liable to any UNIT OWNER or other occupant of the Property as a result of any actions taken or omitted to be taken in such capacities, or for any mistake or judgment, negligence or otherwise, except for their own willful misconduct or gross negligence;

B. Shall have no personal liability in contract to a UNIT OWNER, or any other person or entity, under any agreement, instrument or transaction entered into or executed by them on behalf of the EXECUTIVE BOARD, ASSOCIATION or UNIT OWNERS;

C. Shall have no personal liability in tort, direct or imputed, to a UNIT OWNER, or any person or entity, by virtue of acts performed by themselves or by agents, employees or contractors employed or retained by them, on their behalf in their official capacity, except for their own willful misconduct or gross negligence;

D. Shall have no personal liability arising out of the use, misuse or conditions of the Property or any part thereof, or which might in any other way be assessed against or imputed to them as a result, or by virtue of, their capacities as such; and

E. The UNIT OWNERS and/or ASSOCIATION and/or other occupants including any mortgagee and/or lien holder and/or any other party, agrees to indemnify and hold harmless the EXECUTIVE BOARD members, Officers, Assistant Officers, Declarant and/or any committee members for any act or omission to act whatsoever and/or any damages or loss as same pertains to Estates of Spring Grove, A Condominium in any matter or manner whatsoever and which results in any claim, demand, law suit or other legal proceedings. Furthermore, any UNIT OWNER or UNIT OWNERS, ASSOCIATION, and/or other occupants and/or mortgagee, and/or other lien holder and/or any other party, who shall initiate or cause to initiate and/or being and/or file any claim, demand, law suit, or other legal proceedings against any EXECUTIVE BOARD Member, Officer, Assistant Officer, Declarant, or any committee member for any reason whatsoever, shall pay on demand, the cost to defend, including attorney's fees and other legal costs incurred by any EXECUTIVE BOARD Member, Officers, Assistant Officers, Declarant, and/or any committee members as a result of any claim, demand, law suit and/or other legal proceeding initiated by any UNIT OWNER, UNIT OWNERS, ASSOCIATION, and/or other occupants including mortgagee and/or any other lien holder and/or any other party.

ARTICLE X

ASSESSMENTS

10.1 COMMON EXPENSE

(a) Until the ASSOCIATION makes a COMMON EXPENSE assessment, the DECLARANT shall pay all of the expenses of the CONDOMINIUM.

(b) After any assessment has been made by the ASSOCIATION, assessments shall thereafter be made annually and shall be based on a budget adopted annually by the ASSOCIATION. All COMMON EXPENSE annual assessments shall be due and payable in equal monthly installments, in advance, on the first (1st) day of each month, SPECIAL ASSESSMENTS shall be due and payable in the month in which they are billed, unless otherwise provided by the EXECUTIVE BOARD.

(c) COMMON EXPENSE shall be assessed against all UNITS in accordance with the COMMON EXPENSE LIABILITY allocated to each UNIT. Any past due assessment or installment thereof shall bear interest at the rate of twelve (12%) percent per year.

(d) Except as otherwise provided herein:

1. Any COMMON EXPENSE associated with the maintenance, repair or replacement of a limited COMMON ELEMENT shall be assessed in equal shares against the

UNITS to which that limited COMMON ELEMENT was assigned at the time the expense was incurred; and

2. Any COMMON EXPENSE benefiting fewer than all of the UNITS shall be assessed exclusively against the UNITS benefitted.

(e) Reallocation. If COMMON EXPENSE LIABILITIES are reallocated, COMMON EXPENSE assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated COMMON EXPENSE LIABILITIES.

10.2 LIEN FOR ASSESSMENTS.

(a) The ASSOCIATION has a lien on a UNIT for any assessment levied against that unit or fines imposed against its UNIT OWNER from the time the assessment or fine becomes due. The ASSOCIATION'S lien may be foreclosed in like manner as a mortgage on real estate. Fees for the use, rental, or operation of the COMMON ELEMENTS, other than limited COMMON ELEMENTS; charges for late payment of assessments; fines for violations of the BY-LAWS, DECLARATION, RULES AND REGULATIONS of the ASSOCIATION; charges for the preparation and recordation of Amendments to this DECLARATION; resale certificates, or statements of unpaid assessments and interest charged are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment becomes effective as a lien from the time the first installment thereof becomes due.

(b) Priority of Lien.

1. General Rule. A lien under this Section is prior to all other liens and encumbrances of a UNIT except:

- (i) Liens and encumbrances recorded before the recordation of the DECLARATION.
- (ii) Mortgages and deeds of trust on the UNIT securing first mortgage holders and recorded before the due date of the assessment or the due date of the first installment payable on the assessment.
- (iii) Liens for real estate taxes and other governmental assessments or charges against the UNIT.

2. Limited Nondivestiture. The ASSOCIATION'S lien for COMMON EXPENSES may be divested by a judicial sale of the UNIT:

- (i) As to unpaid COMMON EXPENSE assessments that come due during the six months immediately preceding institution of an action to enforce collection of a lien against a UNIT by a judicial sale, only to the extent that the six (6) months unpaid assessments are paid out of the proceeds of the sale.
- (ii) As to unpaid COMMON EXPENSE assessments other than the six months assessment referred to in subparagraph (i), in the full amount of these unpaid assessments, whether or not the proceeds of the judicial sale are adequate to pay the assessments. To the extent the proceeds of the sale are sufficient to pay some or all of these additional assessments, after satisfaction in full of the costs of the judicial sale, and the liens and encumbrances of the types described in paragraph (1) and the unpaid COMMON EXPENSE assessments that come due

during the six-month period described in subparagraph (i), they shall be paid before any remaining proceeds may be paid to any other claimant, including the prior owner of the UNIT.

3. Monetary Exemption. The lien is not subject to the provisions of 42 Pa.C.S., §8123 (relating to the general monetary exemption).

(c) Notice and Perfection of Lien. Subject to the provisions of subsection (b), recording of this DECLARATION constitutes record notice and perfection of the lien.

(d) Limitation of Actions. A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the assessments become payable.

(e) Other Remedies Preserved. Nothing in this section shall be construed to prohibit actions or suits to recover sums for which subsection (a) creates a lien or to prohibit an association from taking a deed in lieu of foreclosure.

4. Reserve. Each annual budget for COMMON EXPENSES shall include an amount reasonably considered by the EXECUTIVE BOARD to be sufficient as a reserve for replacements and contingencies. To initiate such reserve, the DECLARANT has assessed each of its grantees, at time of settlement, the amount of \$100.00 which DECLARANT will pay over to the ASSOCIATION when DECLARANT relinquishes control pursuant to the within Declaration. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserve. 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.

5. Accounting. At each annual meeting, 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 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.

6. Special Assessments. If any annual budget proves inadequate for any reason, including nonpayment of any UNIT OWNER's 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 a further assessment, which shall be assessed to the UNIT OWNERS according to each UNIT OWNER's Percentage Interest In the COMMON ELEMENTS. Such further assessment shall be payable in such monthly installments as the Board may determine. The EXECUTIVE BOARD shall serve notice of such further assessment on all UNIT OWNERS by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective and shall be payable at such time or times as determined by the EXECUTIVE BOARD.

7. Acceleration. If a UNIT OWNER is in default in the monthly payment of the aforesaid charges or 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 payments of charges and assessments due for the calendar year in which such default occurs, provided, however, a foreclosing Mortgagee shall be entitled to automatic subordination of such sums in excess of the amounts given over mortgage liens in the Act.

8. 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 maximum legal rate from the tenth (10th) day following default in payment of any installment when due. Any delinquent Owner shall also be obligated to pay (i) all expenses of the Board, including reasonable attorney's fees, incurred in the collection of the delinquent assessment, and (ii) any amounts paid by the Board for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts together with accrued interest, shall be deemed to constitute part of the delinquent assessment and shall be collectible as such, subject to ss 15.2 above.

9. 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 any one or more EXECUTIVE BOARD members as 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 assessments, which appointment (being for security) shall be irrevocable, and for so doing a copy of this Article and said deed, both verified by Affidavit, shall be a sufficient warrant. 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.

10. Initial Budget. The initial proposed budget as prepared by the DECLARANT, upon which the common assessment shall be determined, is attached hereto made a part hereof marked Exhibit J. The DECLARANT reserves the right to amend this budget at any time without the consent of the UNIT OWNER.

ARTICLE XI

INSURANCE

11.1 ASSOCIATION INSURANCE.

(a) Insurance to be Carried by ASSOCIATION. Commencing not later than the time of the first conveyance of a UNIT to a person other than the DECLARANT, the ASSOCIATION shall maintain, to the extent reasonably available:

1. Property insurance on the COMMON ELEMENTS and the UNITS, exclusive of improvements and betterments installed in UNITS by UNIT OWNERS insuring against fire and extended coverage perils. The total amount of insurance after application of any deductibles shall be not less than eighty (80%) percent of the actual cash value of the insured property exclusive of land, excavations, foundations and other items normally excluded from property policies.

2. Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the EXECUTIVE BOARD but not less than

any amount specified in the DECLARATION, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the COMMON ELEMENTS.

(b) Other Insurance Carried by ASSOCIATION. If the insurance described in subsection (a) is not maintained, the ASSOCIATION promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States Mail to all UNIT OWNERS. The ASSOCIATION in any event may carry any other insurance it deems appropriate to protect the ASSOCIATION or the UNIT OWNERS.

(c) Contents of Insurance Policies. Insurance policies carried pursuant to subsection (a) must provide that:

1. Each UNIT OWNER is an insured person under the policy with respect to liability arising out of his ownership of an undivided interest in the COMMON ELEMENTS or membership in the ASSOCIATION.

2. The insurer waives its right to subrogation under the policy against any UNIT OWNER of the CONDOMINIUM or members of his household.

3. No act or omission by any UNIT OWNER, unless acting within the scope of his authority on behalf of the ASSOCIATION, will void the policy or be a condition to recovery under the policy.

4. If, at any time of a loss under the policy, there is other Insurance in the name of a UNIT OWNER covering the same property covered by the policy, the policy is primary insurance not contributing with the other insurance.

(d) Proceeds from PROPERTY Insurance. Any loss covered by the PROPERTY policy under subsection (a)(1) shall be adjusted with the ASSOCIATION, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose or otherwise to the ASSOCIATION and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee or the ASSOCIATION shall hold any insurance proceeds in trust for UNIT OWNERS and lienholders as their interests may appear. Subject to the provisions of subsection (g), the proceeds shall be disbursed first for the repair or restoration of the damaged COMMON ELEMENTS, and UNITS and UNIT OWNERS and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the COMMON ELEMENTS and UNITS have been completely repaired or restored or the CONDOMINIUM is terminated.

(e) UNIT OWNER May Obtain Insurance. An insurance policy issued to the ASSOCIATION does not prevent a UNIT OWNER from obtaining insurance for his own benefit.

(f) Evidence and Cancellation of Insurance. An insurer that has issued an insurance policy under this Section shall issue certificates or memoranda of insurance to the ASSOCIATION and, upon request, to any UNIT OWNER, mortgagee or beneficiary under a deed of trust. The insurance may not be canceled until thirty (30) days after notice of the

proposed cancellation has been mailed to the ASSOCIATION, each UNIT OWNER and each mortgagee or beneficiary under a deed of trust to whom certificates of insurance have been issued.

(g) Disposition of Insurance Proceeds.

1. Any portion of the CONDOMINIUM damaged or destroyed shall be repaired or replaced promptly by the ASSOCIATION unless:

- (i) The CONDOMINIUM is terminated;
- (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- (iii) eighty percent (80%) of the UNIT OWNERS, including every owner of a UNIT which will not be rebuilt, vote not to rebuild.

The cost of repair or replacement in excess of insurance proceeds and reserves is a COMMON EXPENSE.

11.2 If the entire CONDOMINIUM is not repaired or replaced:

- (i) the insurance proceeds attributable to the damaged COMMON ELEMENTS shall be used to restore the damaged area to a condition compatible with the remainder of the CONDOMINIUM;
- (ii) the insurance proceeds attributable to UNITS which are not rebuilt shall be distributed to the OWNERS of those UNITS; and
- (iii) the remainder of the proceeds shall be distributed to all the UNIT OWNERS in proportion to their COMMON ELEMENT interest.

If the UNIT OWNERS vote not to rebuild any UNIT, that UNIT'S entire COMMON ELEMENT interest, votes in the ASSOCIATION and COMMON EXPENSE liability are automatically reallocated as if the UNIT had been condemned and the ASSOCIATION promptly shall prepare, execute and record an amendment to the DECLARATION reflecting the reallocations.

3. Notwithstanding the provisions of this subsection, Section 15.2 (relating to termination of CONDOMINIUM) governs the distribution of insurance proceeds if the CONDOMINIUM is terminated.

11.3 The premiums for the insurance shall be deemed COMMON EXPENSES.

ARTICLE XII

COMPLIANCE AND REMEDIES

12.1 COMPLIANCE WITH GOVERNING DOCUMENTS. Each UNIT OWNER shall be governed by and shall comply with the terms of the GOVERNING DOCUMENTS and any rules and regulations adopted pursuant thereto; all as may be amended from time to time. All UNIT OWNERS, lessees, and other persons on or about the PROPERTY, are subject to the provisions of the ACT and of the GOVERNING DOCUMENTS, and the mere acquisition or rental of any UNIT or the mere act of occupancy of any UNIT shall signify that the provisions of the GOVERNING DOCUMENTS are accepted and ratified. A default shall entitle the EXECUTIVE BOARD, the ASSOCIATION, and UNIT OWNERS to the relief set forth in this Article XIII.

12.2 REMEDIES. Failure to comply with any of the terms of the GOVERNING DOCUMENTS and rules and regulations adopted pursuant thereto, shall be grounds for relief which may include without limiting the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, and which relief may be sought by the EXECUTIVE BOARD, the ASSOCIATION, or, if appropriate, by an aggrieved UNIT OWNER and may include costs, interest, reasonable fines, and attorney's fees.

12.3 NEGLIGENCE OF UNIT OWNERS. Each UNIT OWNER shall be liable for the expense of any maintenance, repair or replacement rendered necessary as a result of his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the EXECUTIVE BOARD. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a UNIT or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

12.4 NO WAIVER. The failure of the EXECUTIVE BOARD, the ASSOCIATION or a UNIT OWNER to enforce any right, provision, covenant or condition which may be granted by the GOVERNING DOCUMENTS shall not constitute a waiver of the right of the EXECUTIVE BOARD, the ASSOCIATION or UNIT OWNER to enforce such right, provision, covenant or condition subsequent to such failure.

12.5 REMEDIES CUMULATIVE. All rights, remedies and privileges granted to the EXECUTIVE BOARD, the ASSOCIATION, or a UNIT OWNER pursuant to any terms,

provisions, covenants or conditions of the GOVERNING DOCUMENTS shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the GOVERNING DOCUMENTS, the ACT, or at law or in equity.

12.6 VIOLATION OF LAW. Any violation of any state, municipal, or local law, ordinance or regulation, pertaining to the ownership, occupancy or use of any UNIT or other portion of the PROPERTY, other than by DECLARANT, is hereby declared to be a violation of the DECLARATION and subject to any or all of the enforcement procedures set forth herein.

12.7 FINES IMPOSED AFTER HEARING. No fines shall be imposed unless and until the party against whom they are to be imposed has been given an opportunity to be heard.

ARTICLE XIII

ALIENATION AND CONVEYANCE OF UNITS

13.1 UNITS AS REAL PROPERTY. UNITS may be sold, conveyed, mortgaged, leased or otherwise dealt with in the same manner as like dealings are conducted with respect to other real property and interests therein. Every written instrument dealing with a UNIT shall specifically set forth the name, ESTATES OF SPRING GROVE, A CONDOMINIUM and the UNIT identification number of such UNIT. Any lease between a UNIT OWNER and a lessee shall be in writing and shall provide that the terms of the lease shall be subject in all respects

to the GOVERNING DOCUMENTS, and that any failure by the lessee to comply with the terms of any such documents shall be a default under the lease.

13.2 ' NOTIFICATION OF SALE OF UNIT; PROHIBITION AGAINST CERTAIN RESTRICTIONS.

(a) Concurrently with the consummation of the sale of any UNIT under circumstances whereby the transferee becomes a UNIT OWNER or within five (5) business days thereafter, the transferee shall notify the EXECUTIVE BOARD in writing of such sale. Such notification shall set forth (i) the name of the transferee and his transferor, (ii) the street address of the UNIT purchased by the transferee, (iii) the transferee's mailing address, and (iv) the date of sale. Prior to receipt of such notification, any and all communications required or permitted to be given by the ASSOCIATION, the EXECUTIVE BOARD, or any subcommittee shall be deemed to be duly made and given to the transferee if duly and timely made and give to said transferee's transferor.

(b) The right of any UNIT OWNER to sell, transfer or otherwise convey a UNIT may not be made subject to any right of first refusal or similar restriction in favor of the ASSOCIATION or EXECUTIVE BOARD.

13.3 RESALE OF UNIT BY UNIT OWNER. In the event of a resale of a UNIT by a UNIT OWNER other than a DECLARANT the UNIT OWNER shall furnish to a purchaser before execution of any contract for sale of a UNIT, or otherwise before conveyance, a copy

of the DECLARATION (other than the plats and plans), the BY-LAWS, the RULES AND REGULATIONS of the ASSOCIATION and a certificate containing:

1. A statement disclosing the effect on the proposed disposition of any right of first refusal or other restraint on the free alienability of the UNIT.
2. A statement setting forth the amount of the monthly COMMON EXPENSE assessment and any unpaid COMMON EXPENSE or special assessment currently due and payable from the selling UNIT OWNER.
3. A statement of any other fees payable by UNIT OWNERS.
4. A statement of any capital expenditures proposed by the ASSOCIATION for the current and two (2) next succeeding fiscal years.
5. A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the ASSOCIATION for any specified project.
6. The most recent regularly prepared balance sheet and income and expense statement, if any, of the ASSOCIATION.
7. The current operating budget of the ASSOCIATION.
8. A statement of any judgments against the ASSOCIATION and the status of any pending suits to which the ASSOCIATION is a party.

9. A statement describing any insurance coverage provided for the benefit of UNIT OWNERS.

10. A statement as to whether the EXECUTIVE BOARD has knowledge that any alterations or improvements to the UNIT violate any provision of the DECLARATION.

11. A statement as to whether the EXECUTIVE BOARD has knowledge of any violation of the health or building codes with respect to the UNIT or any other portion of the CONDOMINIUM.

12. A statement of the remaining term of any leasehold estate affecting the CONDOMINIUM and the provisions governing any extension or renewal hereof.

(b) Information Supplied by ASSOCIATION. The ASSOCIATION, within ten (10) days after a request by a UNIT OWNER, shall furnish a certificate containing the information necessary to enable the UNIT OWNER to comply with this section. A UNIT OWNER providing a certificate pursuant to section (a) is not liable to the purchaser for any erroneous information provided by the ASSOCIATION and included in the certificate.

(c) Liability for Error or Inaction by ASSOCIATION. A purchaser is not liable for any unpaid assessment or fee greater than the amount set forth in the certificate prepared by the ASSOCIATION. A UNIT OWNER is not liable to a purchaser for the failure or delay of the ASSOCIATION to provide the certificate in a timely manner, but the purchase contract is voidable by the purchaser until the certificate has been provided and for five (5) days thereafter, or until conveyance, whichever occurs first.

ARTICLE XIV

AMENDMENT OF DECLARATION AND DECLARATION PLAN; TERMINATION

14.1 AMENDMENT PROCEDURE. Amendments to this DECLARATION and the DECLARATION PLAN shall be proposed and adopted as follows:

(a) Number of Votes Required. Except as otherwise provided herein, or in the Uniform Condominium Act of Pennsylvania, the DECLARATION, including the plats and plans, may be amended only by vote or agreement of UNIT OWNERS of UNITS to which at least sixty-seven (67%) percent of the votes in the ASSOCIATION are allocated, or any larger majority the DECLARATION specifies.

(b) Limitation of Action to Challenge Amendment. No action to challenge the validity of an amendment adopted by the ASSOCIATION pursuant to this Section may be brought more than one (1) year after the amendment is recorded.

(c) Every amendment to the DECLARATION must be recorded in the County in which the CONDOMINIUM is located, in the same records as are maintained for the recording of deeds of real property and shall be indexed in the name of the CONDOMINIUM in both the grantor and grantee index.

(d) An amendment is effective only upon recordation.

(e) Except as otherwise provided herein, or in the Uniform Condominium Act, no amendment may create or increase special DECLARANT rights, increase the number of

UNITS or change the boundaries of any UNIT, the COMMON ELEMENT interest, COMMON EXPENSE liability or voting strength in the ASSOCIATION allocated to a UNIT, or the uses to which any UNIT is restricted, in the absence of unanimous consent of the UNIT OWNERS.

(f) Officer Authorized to Execute Amendment. Amendments to the DECLARATION required by this Section to be recorded by the ASSOCIATION shall be prepared, executed, recorded and certified by any officer of the ASSOCIATION designated by the ASSOCIATION for that purpose or, in the absence of designation, by the President of the ASSOCIATION.

14.2 TERMINATION OF CONDOMINIUM

(a) Number of Votes Required. Except in the case of taking of all the UNITS by eminent domain, a CONDOMINIUM may be terminated only by agreement of UNIT OWNERS of UNITS to which at least eighty (80%) percent of the votes in the ASSOCIATION are allocated, or any larger percentage the DECLARATION specifies.

(b) Execution and Recording Agreement and Ratification. An Agreement of UNIT OWNERS to terminate a CONDOMINIUM must be evidenced by their execution of a termination agreement or ratification thereof. If, pursuant to a termination agreement, the real estate constituting the CONDOMINIUM is to be sold following termination, the termination agreement must set forth the terms of the sale. A termination agreement and all ratifications thereof must be recorded in the county in which the CONDOMINIUM is located in the same records as are maintained for the recording of deeds of real property and shall be indexed in the

name of the CONDOMINIUM in both the grantor and grantee index. A termination agreement is effective only upon recordation.

(c) Status if Real Estate Sold. The ASSOCIATION, on behalf of the UNIT OWNERS, may contract for the sale of the CONDOMINIUM, but the contract is not binding on the UNIT OWNERS until approved pursuant to subsections (a) and (b). If the real estate constituting the CONDOMINIUM is to be sold following termination, title to that real estate, upon termination, vests in the ASSOCIATION as trustee for the holders of all interests in the UNITS. Thereafter, the ASSOCIATION has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds thereof distributed, the ASSOCIATION continues in existence with all powers it had before termination. Proceeds of the sale must be distributed to UNIT OWNERS and lienholders as their interests may appear, in proportion to the respective interests of UNIT OWNERS as provided in subsection (f). Unless otherwise specified in the termination agreement, as long as the ASSOCIATION holds title to the real estate, each UNIT OWNER and his successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted his UNIT. During the period of that occupancy, each UNIT OWNER and his successors in interest remain liable for all assessments and other obligations imposed on UNIT OWNERS by this subpart or the DECLARATION.

(d) Status if Real Estate not Sold. If the real estate constituting the CONDOMINIUM is not to be sold following termination, title to the real estate, upon termination, vests in the UNIT OWNERS as TENANTS IN COMMON in proportion to their respective interests as provided in subsection (f) and liens on the UNITS shift accordingly.

While the TENANCY IN COMMON exists, each UNIT OWNER and his successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted his UNIT.

(e) Distribution of Assets of ASSOCIATION. Following termination of the Condominium, and after payment of or provision for the claims of the ASSOCIATION'S creditors, the assets of the ASSOCIATION shall be distributed to UNIT OWNERS in proportion to their respective interests as provided in subsection (f). The proceeds of sale described in subsection (c) and held by the ASSOCIATION as trustee are not assets of the ASSOCIATION.

(f) Respective Interests of UNIT OWNERS. The respective interests of UNIT OWNERS referred to in subsections (c), (d), and (e) are as follows:

1. Except as provided in Paragraph 2, the respective interests of UNIT OWNERS are the fair market values of their UNITS and COMMON ELEMENT interests immediately before the termination, as determined by one or more independent appraisers selected by the ASSOCIATION. The decision of the independent appraisers shall be distributed to the UNIT OWNERS and becomes final unless disapproved within thirty (30) days after distribution by UNIT OWNERS of UNITS to which twenty-five (25%) percent of the votes in the ASSOCIATION are allocated. The proportion of any UNIT OWNER'S interest in that of all UNIT OWNERS is determined by dividing the fair market value of that UNIT OWNER'S UNIT and COMMON ELEMENT interest by the total fair market values of all the UNITS and COMMON ELEMENTS.

2. If any UNIT or any COMMON ELEMENT is destroyed to the extent that an appraisal of the fair market value thereof prior to destruction cannot be made, the interests of all UNIT OWNERS are their respective COMMON ELEMENT interests immediately before the termination.

(g) Effect of Foreclosure or Enforcement of Lien. Foreclosure or enforcement of a lien or encumbrance against the entire CONDOMINIUM does not of itself terminate the CONDOMINIUM, and foreclosure or enforcement of a lien or encumbrance against a portion of the CONDOMINIUM, does not withdraw that portion from the CONDOMINIUM.

ARTICLE XV

SPECIAL DECLARANT RIGHTS

15.1 DECLARANT RIGHTS. Notwithstanding any other provisions contained herein or any other GOVERNING DOCUMENT, for so long as the DECLARANT continues to own any UNITS, the following provisions shall be deemed to be in full force and effect, none of which, except as hereinafter provided, shall be construed so as to relieve the DECLARANT from any obligations of a UNIT OWNER to pay ASSESSMENTS as to each UNIT owned by the DECLARANT in accordance with the GOVERNING DOCUMENTS.

(a) DECLARANT shall have the unrestricted right to sell or lease any UNIT which the DECLARANT owns or to use and occupy the same, upon such terms and conditions as it shall deem to be in its own best interests.

(b) DECLARANT shall have the right to transact on the PROPERTY any business necessary to complete the construction of BUILDINGS, UNITS, COMMON ELEMENTS, and improvements and to consummate the sale of UNITS, including, but not limited to, the right to maintain models, display signs, sales offices, management offices, employees in an office, the right to use the COMMON ELEMENTS for such purpose as DECLARANT may deem appropriate, the right to maintain construction equipment, including construction trailers, and to conduct construction activities on the PROPERTY.

(c) DECLARANT shall have the absolute right to make any alterations in or improvements to any UNIT owned by DECLARANT, including the right to alter the boundaries between two (2) or more UNITS owned by DECLARANT, and in connection with any such alterations or improvements to revise the DECLARATION PLAN and the SHARES of one or more of such UNITS as set forth in Exhibit G, provided that no such revision shall affect the SHARES of any UNITS not owned by DECLARANT, except with the consent of the UNIT OWNERS of such UNITS and their respective mortgagees. An appropriate amendment to this DECLARATION, reflecting any such revision in the SHARES, and revised DECLARATION PLAN indicating any such alterations in the boundaries of any such UNITS need not be submitted to or approved by any other party whatsoever, but shall be executed solely by the DECLARANT and RECORDED.

(d) The DECLARANT specifically disclaims any intent to have made any warranty or representation in connection with the PROPERTY or the DOCUMENTS, except as

specifically set forth herein or in any agreement of sale for a UNIT, and no person shall rely upon any warranty or representation not so specifically made therein.

(e) The DECLARANT reserves all special DECLARANT rights as set forth in the Uniform Condominium Act.

15.2 WARRANTY AGAINST STRUCTURAL DEFECTS.

1. Definition. As used in this Section "structural defects" means those defects in components constituting any UNIT or COMMON ELEMENT which reduce the stability or safety of the structure below accepted standards or restrict the normal intended use of all or part of the structure and which require repair, renovation, restoration or replacement. Nothing in this Section shall be construed to make the DECLARANT responsible for any items of maintenance relating to the UNITS or COMMON ELEMENTS.

2. DECLARANT warrants against structural defects in each of the UNITS for two (2) years from the date each is conveyed to a bona fide purchaser, and all of the COMMON ELEMENTS for two (2) years. The two (2) years shall begin as to each of the COMMON ELEMENTS whenever the COMMON ELEMENT has been completed or, later:

(a) as to any COMMON ELEMENT or portion thereof, at the time the first UNIT therein is conveyed to a bona fide purchaser; and

(b) as to any COMMON ELEMENT within any other portion of the CONDOMINIUM, at the time the first UNIT therein is conveyed to a bona fide purchaser.

3. DECLARANT warrants against structural defects in components installed by the DECLARANT, work done or improvements made by the DECLARANT, and that the UNIT and COMMON ELEMENTS have been inspected for structural and mechanical defects and that any such defects found have been repaired as are in the process of being repaired at the time the within Amended Declaration is filed of record. Otherwise, the UNITS, COMMON ELEMENTS, or both are offered in an "as is" condition. The times at which these warranties commence and the duration of these warranties shall be as provided in subsection (b).

15.3 TRANSFER OF SPECIAL DECLARANT RIGHTS.

(a) Execution and Recording Instrument of Transfer. No special DECLARANT rights created or reserved under this subpart may be transferred except by an instrument evidencing the transfer recorded in Westmoreland County. The instrument shall be indexed in the name of the CONDOMINIUM in both the grantor and grantee index. The instrument is not effective unless executed by the transferee.

(b) Liability of DECLARANT Following Transfer. Upon transfer of any special DECLARANT right, the liability of a transferor DECLARANT is as follows:

1. A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon him by this subpart. Lack of privity does not deprive any UNIT OWNER of standing to bring an action to enforce any obligation of the transferor.

2. If a transferor retains any special DECLARANT right or if a successor to any special DECLARANT right is an affiliate of a DECLARANT, the transferor is subject to liability for all obligations and liabilities imposed on a DECLARANT by this subpart or by the DECLARATION arising after the transfer and is jointly and severally liable with the successor for the liabilities and obligations of the successor which relate to the CONDOMINIUM.

3. A transferor who retains no special DECLARANT right has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of a special DECLARANT right by a successor DECLARANT who is not an affiliate of the transferor.

(c) Rights of Purchaser in Foreclosure, etc. Proceedings. Unless otherwise provided in a mortgage instrument or deed of trust, in case of foreclosure of a mortgage, sale by a trustee under a deed of trust or sale under the Federal Bankruptcy Act U.S.C. ss101 et. seq. or receivership proceedings of any UNITS owned by a DECLARANT in the CONDOMINIUM, a person acquiring title to all the UNITS being foreclosed or sold, but only upon his request, succeeds to all special DECLARANT rights. The judgment or instrument conveying title shall provide for transfer of only the special rights requested.

(d) Rights of DECLARANT Following Foreclosure, etc. Proceedings. Upon foreclosure, sale by a trustee under a deed of trust or sale under the Federal Bankruptcy Act or receivership proceedings of all UNITS in a CONDOMINIUM owned by a DECLARANT:

1. the DECLARANT ceases to have any special DECLARANT rights;
and

2. the period of DECLARANT control terminates unless the judgment or instrument conveying title provides for transfer of all special DECLARANT rights to a successor DECLARANT.

(e) Liabilities and Obligations of Successors. The liabilities and obligations of persons who succeed to special DECLARANT rights are as follows:

1. A successor to any special DECLARANT right who is an affiliate of a DECLARANT is subject to all obligations and liabilities imposed on any DECLARANT by this subpart or by the DECLARATION.

2. A successor to any special DECLARANT right other than a successor described in paragraph (3) or (4), who is not an affiliate of a DECLARANT is subject to all obligations and liabilities imposed upon a DECLARANT by this subpart or the DECLARATION, but he is not subject to liability for misrepresentations or warranty obligations on components made by any previous DECLARANT or made before the CONDOMINIUM was created, or for breach of fiduciary obligation by any previous DECLARANT.

3. A successor to only a right reserved in the DECLARATION to maintain models, sales offices and signs, if he is not an affiliate of a DECLARANT, may not exercise any other special DECLARANT right and is not subject to any liability or obligation

as a DECLARANT except the obligation to provide a public offering statement and any liability arising as a result thereof.

4. A successor to all special DECLARANT rights who is not an affiliate of a DECLARANT and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to UNITS under subsection (c) may declare his intention in a recorded instrument to hold those rights solely for transfer to another person. Thereafter, until transferring all special DECLARANT rights to any person acquiring title to any UNIT owned by the successor or until recording an instrument permitting exercise of all those rights, that successor may not exercise any of those rights other than the right to control the EXECUTIVE BOARD in accordance with the provisions of the ACT for the duration of any period of DECLARANT control and any attempted exercise of those rights is void. So long as a successor DECLARANT may not exercise special DECLARANT rights under the subsection he is not subject to any liability or obligation as a DECLARANT other than liability for the successor's acts and omissions under the ACT.

(f) Limitation on Liability of Successor. Nothing in this section subjects any successor to a special DECLARANT right to any claims against or other obligations of a transferor DECLARANT other than claims and obligations arising under this DECLARATION or the ACT.

15.4 RESTRICTIONS ON DECLARANT RELATED ACTIONS.

(a) So long as DECLARANT shall own any UNITS, no DECLARANT RELATED AMENDMENT shall be made to this DECLARATION or to any other GOVERNING DOCUMENT, nor shall any DECLARANT RELATED GOVERNING DOCUMENT be executed, adopted or promulgated by the EXECUTIVE BOARD or the ASSOCIATION unless such DECLARANT RELATED AMENDMENT or GOVERNING DOCUMENT shall be specifically approved in writing by DECLARANT.

(b) For purposes of Section 16.3(a), an Amendment or GOVERNING DOCUMENT which does any of the following shall be considered to be DECLARANT RELATED:

- (i) discriminates or tends to discriminate against a DECLARANT as a UNIT OWNER, or otherwise;
- (ii) directly or indirectly by its provisions or in practical application relates to any DECLARANT in a manner different from the manner in which it relates to other UNIT OWNERS;
- (iii) modifies the definitions provided for by Article I of this DECLARATION in a manner which alters DECLARANT'S rights or status;

- (iv) alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities or other similar agencies or bodies, respecting zoning suspension, streets, roads, drives, easements or facilities;
- (v) alters or repeals any of DECLARANT'S rights or any provision applicable to DECLARANT'S rights as provided for by any provision of this DECLARATION or of any other GOVERNING DOCUMENT applicable to DECLARANT.

15.5 LIMITATIONS OF LIABILITY. Except as is set forth by the Uniform Condominium Act, as same applies to structural defects, the Declarant shall not be liable to any Unit Owner, their heirs, executors or assigns, the Association, the Executive Board, any officer, any committee member, any mortgagee and/or other lien holder, and/or any other party whatsoever for any damage, loss or prejudice suffered or claimed whatsoever and for any reason whatsoever. Furthermore, any Unit Owner or Unit Owners, Association, and/or other occupant, and/or any other party, and/or the Executive Board, or any member thereof, or any officer who shall initiate or cause to initiate and/or bring, and/or file any claim, demand, law suit or other legal proceeding against the Declarant for any reason whatsoever, shall pay to the Declarant on demand, the costs incurred by the Declarant, including attorney's fees and court costs incurred

in the defense of any such claim, demand, lawsuit or other legal proceeding of any kind or nature whatsoever.

ARTICLE XVI

NOTICED MORTGAGEES

16.1 MORTGAGES.

(a) Each UNIT OWNER shall notify the EXECUTIVE BOARD of the name and address of the holders of all mortgages encumbering such UNIT OWNER's UNIT. Each UNIT OWNER shall likewise notify the EXECUTIVE BOARD as to the release or discharge of any such mortgage. In addition, the holder of any mortgage encumbering a UNIT may notify the EXECUTIVE BOARD of such holder's identity and address with a reference to the UNIT which such holder's mortgage encumbers.

(b) The EXECUTIVE BOARD shall maintain a record of the names and addresses of the holders of mortgages as to which it receives notice pursuant to the provisions of this Section 16.1. INSTITUTIONAL LENDERS holding first mortgages of which the EXECUTIVE BOARD receives notice pursuant to this Section 16.1 are referred to in this DECLARATION as NOTICED MORTGAGEES.

(c) NOTICED MORTGAGEES may, by written notice to the EXECUTIVE BOARD, request written notice of any default by the mortgagor of such UNIT in the performance of such mortgagor's obligations under the GOVERNING DOCUMENTS, provided, however, that the EXECUTIVE BOARD shall not be required to give notice of any default

cured within sixty (60) days of said notice. Such request shall state the name and mailing address of the NOTICE MORTGAGEE, the name of the mortgagor, the date of recording of the mortgage and the mortgage book volume and page number, file number or other reference identifying such recording, and the UNIT encumbered by said mortgage; and such request shall also contain a reference to this Article of the DECLARATION. Each notice of default given pursuant to such request may be sent by regular mail, postage prepaid, addressed the NOTICED MORTGAGEE at the address stated in such request.

(d) Any NOTICED MORTGAGEE who comes into possession of a UNIT pursuant to the remedies provided in such mortgagee's mortgage, or by foreclosure, shall take the UNIT free of any claims for unpaid assessments or charges against the mortgaged UNIT which accrue prior to the time such mortgagee comes into possession of the UNIT, except for claims for a pro rata allocation of such assessments or charges to all UNITS, including the mortgaged UNIT subject to the divestiture of any claims, the lien of which has been divested by operation of 68 Pa. C.S.A. §3315.

16.2 SPECIFIC APPROVAL. Unless at least two-thirds (2/3) of the NOTICE MORTGAGEES (based upon one (1) vote for each first mortgage on each UNIT) or UNIT OWNERS (other than the DECLARANT) have given their prior written approval, neither the UNIT OWNERS, the EXECUTIVE BOARD nor the ASSOCIATION shall be entitled to:

(a) by act or omission, seek to remove the PROPERTY from the provisions of the ACT;

(b) change the pro rata interest or obligations of any UNIT for the purpose of:
(i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each UNIT in the COMMON ELEMENTS;

(c) partition or subdivide any UNIT;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the COMMON ELEMENTS. (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 a transfer within the meaning of this clause);

(e) use hazard insurance proceeds for losses to any portion of the PROPERTY (whether to UNITS or to COMMON ELEMENTS) for any other than the repair, replacement or reconstruction of such PROPERTY, except as provided by statute in case of substantial loss to the UNITS and/or COMMON ELEMENTS.

ARTICLE XVII

GENERAL PROVISIONS

17.1 SEVERABILITY. Invalidation of any one of the provisions of this DECLARATION by judgment or court order shall in no way affect any other provisions hereof, and all such other provisions shall remain in full force and effect.

17.2 DELIVERY OF NOTICES AND DOCUMENTS.

(a) Unless otherwise permitted by the BY-LAWS;

(b) Any written notice or other documents relating to or required or permitted by this DECLARATION or any other GOVERNING DOCUMENT may be delivered to UNIT OWNER either personally or by mail in the manner provided for by the BY-LAWS. Each UNIT OWNER shall file his correct mailing address with the EXECUTIVE BOARD and shall promptly notify the EXECUTIVE BOARD in writing of any subsequent change of address.

17.3 CAPTIONS. Captions used in this DECLARATION are inserted solely as a matter of convenience and shall not define or limit any of the terms or provisions hereof.

17.4 PROVISIONS BINDING UPON SUCCESSORS AND ASSIGNS; COVENANTS RUNNING WITH LAND. The present title to the PROPERTY hereby subjected to the provisions of the ACT by the DECLARANT, and the title to each UNIT which shall be hereafter conveyed or acquired in any manner is hereby expressly declared and made subject to the terms and provisions of the DECLARATION, and the GOVERNING DOCUMENTS. All present and future UNIT OWNERS, and all present and future lessees, occupants and mortgagees of UNITS shall be subject to, and shall comply with all of the provisions of the ACT, this DECLARATION, the BY-LAWS and the other GOVERNING DOCUMENTS, as they may be amended from time to time. The acceptance of a deed or conveyance or mortgage or the entering into of a lease or the entering into occupancy of any UNIT shall constitute an agreement that provisions of the ACT, this DECLARATION, the BY-LAWS, and the other

GOVERNING DOCUMENTS are accepted and ratified by such UNIT OWNER, lessee, mortgagee, or occupant, and all of such provisions shall be covenants running with the land, PROPERTY, and BUILDINGS and shall bind any person having at any time any interest or estate in any UNIT, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, or lease thereof.

17.5 APPLICATION OF RULE AGAINST PERPETUITIES. The rule against perpetuities may not be applied to defeat any provision of this DECLARATION or any instrument executed pursuant to this DECLARATION.

17.6 GENDER, SINGULAR, PLURAL. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and any gender shall be deemed to include all genders.

17.7 EFFECTIVE DATE. This DECLARATION shall become effective on the date when it, the DECLARATION PLAN, and the BY-LAWS are RECORDED.

ATTEST:

SPRING GROVE DEVELOPMENT, INC.


Secretary

By:


Mark Latore, President

SM47DECL.MIS
June 28, 1996

All that certain lot or piece of ground situate in Rostraver Township, Westmoreland County, Pennsylvania, known and described as Parcel 1 in the Spring Grove Farm Plan of Lots #2 recorded in the Recorder of Deeds, Westmoreland County, Pennsylvania, in Plan Book Volume 90, page 1127, more particularly described as follows:

BEGINNING at a point on the western dedicated Right of Way Line of Vernon Drive (S.H. 3025), said point being located the following courses and distances from a line dividing land which this parcel was part and lands N.F. John and Patricia Pasquale;

- (1) N 45° 39' 19" E, 219.92'
- (2) Curve to Left, R = 447.50', Arc = 171.43'
- (3) N 23° 42' 23" E, 61.85'
- (4) Curve to Left, R = 3,789.50', Arc = 144.40' to the place of beginning.

thence thru lands which this parcel was part N 87° 59' 38" W, 438.62 ft.; thence by same N 45° 30' 51" W, 299.23' to a point on the eastern right of way line of proposed 50 ft. Cherry Blossom Drive; thence along the proposed eastern right of way line of said Cherry Blossom Drive, the following courses and distances;

- (1) N 50° 46' 45" E, 244.08'
- (2) Curve to the left, R = 275.00', Arc = 212.28'
- (3) N 6° 43' E, 230.67'
- (4) Curve to the right, R = 25.00', Arc = 53.11'

to a point on the southern right of way line of Spring Grove Boulevard; thence along the southern right of way line of Spring Grove Boulevard S 51° 34' 32" E 538.63'; thence by a curve to the right having a radius of 50.00 ft. and an arc length of 60.82' to a point on the western dedicated right of way line of Vernon Drive (S.H. 3025); thence along the western dedicated right of way line of Vernon Drive (S.H. 3025) the following courses and distances:

- (1) S 18° 07' 16" W, 215.54'
- (2) Curve to the right, R = 3,789.50', Arc = 225.00'

to a point, the place of beginning.

Containing 8.52 Acres.

BEING part of the same property conveyed to Sarah Euphemia Stewart, a widow to Spring Grove Farms, Inc. by deed dated December 13, 1972 and recorded in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania on January 23, 1973 at Deed Book Volume 2117, P. 16 which was later corrected by a deed dated May 20, 1976 from Sarah Euphemia Stewart, a widow to Spring Grove Farms, Inc. recorded at Deed Book Volume 2213, P. 534 in the Office of the Recorder of Deeds of Westmoreland County, Pennsylvania.

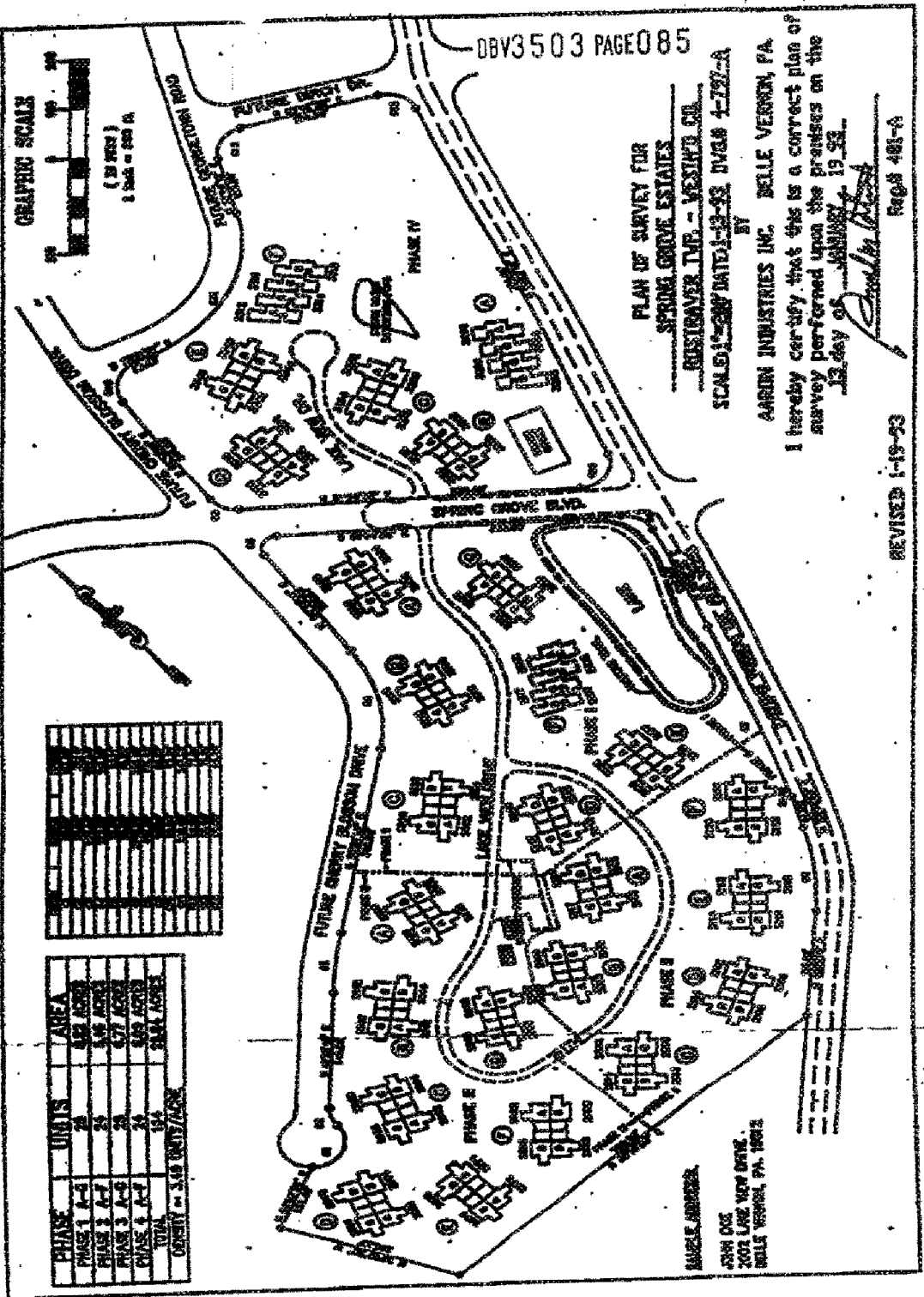


Exhibit B to the Declaration of Condominium

PHASE II - ESTATES OF SPRING GROVE, A CONDOMINIUM

Beginning at a point on the western line of Vernon Drive (S.R. 3025) said point being corner common to Parcel #1 & #2 in the Spring Grove Farm Plan of Lots #2, thence along said western line of Vernon Drive (S.R. 3025) the following four (4) courses and distances:

1. Curve to the right, R=3789.50 ft., Arc=144.40 ft.
2. S 23° 42' 23" W, 61.85 ft.
3. Curve to the right, R=447.50, Arc=171.43 ft.
4. S 45° 39' 19" W, 219.92 ft.

to a point, said point being corner common to line of lands N/F John F. & Patricia Ann Pasquale; thence along a line common to the last mentioned John Pasquale et ux, S 88° 16' 00" W, 335.00 ft. to a point, said point being corner common to Parcel #2 & #3 in the aforementioned plan of lots, thence along a line thru land which this parcel was part and common to parcel #3 the following seven (7) curves and distances:

1. N 1° 44' 00" W, 216.60 ft.
2. S 87° 37' 53" E, 52.98 ft.
3. N 2°, 22' 07" E, 108.18 ft.
4. N 32° 04' 28" E, 97.18 ft.
5. Curve to the right, R=45.00', Arc=70.69 ft.
6. S 57° 55' 32" E, 14.26 ft.
7. N 29° 08' 30" E, 112.00 ft.

to a point, said point being corner common to parcel #1, #2, #3 in the aforementioned plan of lots; thence along a line common to parcel #1, S 87° 59' 38" E, 438.62 ft. to a point, the place of beginning.

Containing 5.46 Acres.

The plans for Phase II include the construction of 6 buildings with a total of 24 condominium units. In addition, the Clubhouse will be constructed in Phase II.

PHASE III - ESTATES OF SPRING GROVE, A CONDOMINIUM

Beginning at a point on line of lands common to Spring Grove Farms and John F. & Patricia Ann Pasquale, said point being located S 88° 16' 00" W, 335.00 ft. from the intersection of said common line with the western line of Vernon Drive (SR 3025), also said point being corner common to Parcel #2 and Parcel #3 in the aforementioned plan of lots; thence along a line common to John F. Pasquale et ux. S 88° 16' 00" W, 350.84 ft. to a point, said point being corner common to parcel #3 & #4 in the aforementioned plan of lots; thence along a line thru lands with this parcel was formerly a part and common to Parcel #3 & #4, N 5° 17' 35" W, 315.02 ft., to a point on the eastern line of a proposed street (Cherry Blossom Drive); thence along said last mentioned proposed street the following five (5) courses and distances:

1. Curve to the left, R=50.00', Arc=53.48 ft.
2. Curve to the right, R=50.00', Arc=36.14 ft.
3. N 43° 25' 40" E, 240.55 ft.
4. Curve to the right, R=975.00, Arc=127.94 ft.
5. N 50° 56' 45" E, 125.00 ft.

to a point, said point being corner common to Parcel #3 & #1; thence thru lands which this parcel was part and along a line common to Parcel #1 & #3, S 45° 30' 51" E, 299.23 ft. to a point, said point being corner common to parcel #1, #2 & #3 in said aforementioned plan; thence along a line common to parcel #2 & #3 the following seven (7) courses and distances.

1. S 29° 08' 30" W, 112.00 ft.
2. N 57° 55' 32" W, 14.26 ft.
3. Curves to the left, R=45.00, Arc = 70.69 ft.
4. S 32° 04' 28" W, 97.18 ft.
5. S 2° 22' 07" W, 108.18 ft.
6. N 87° 37' 53" W, 52.98 ft.
7. S 1° 44' 00" E, 216.60 ft.

to a point, the place of beginning.

Containing 5.85 Acres.

The plans for Phase III include the construction of 28 units in 7 buildings.

Exhibit D to Declaration of Condominium

PHASE IV - ESTATES OF SPRING GROVE, A CONDOMINIUM

Beginning at a point on line of lands common to Spring Grove Farms and John F. & Patricia Ann Pasquale, said point being located S 88° 16' 00" W, 685.84 ft., from the intersection of said common line with the western line of Vernon Drive (SR 3025), also said point being corner common to parcel #3 & #4 in said aforementioned plan of lots; thence along said common line with John F. Pasquale et. ux. S 88° 16' 00" W, 75.05 ft., thence by same N 26° 07' 52" W, 295.17 ft. to a point; thence along a line of lands common to Parcel #4 and Spring Grove Farms, N 64° 00' 56" E, 133.49 ft. to a point on a proposed street (Cherry Blossom Drive); thence along said last proposed street by a curve to the left having a radius of 50.00 ft., and an arc length of 60.00 ft. to a point, said point being corner common to Parcel #3 & #4; thence along a line common to Parcel #3 & #4, S 5° 17' 35" E, 315.02 ft. to a point, the place of beginning.

Containing 0.92 Acres.

The plans for Phase IV include the construction of 24 units in 6 buildings.

Exhibit E to Declaration of Condominium

PHASE V - ESTATES OF SPRING GROVE, A CONDOMINIUM

Beginning at a point on the western line of Vernon Drive at the intersection with the Northern line of Spring Grove Boulevard thence by a curve to the right having a radius of 50.00 and an arc length of 96.26 ft. to a point; thence by same N 51° 34' 32" W, 535.45; thence by a curve to the right having a radius of 50.00 ft. and an arc length of 50.87 ft. to a point on the eastern line of proposed Cherry Blossom Drive; thence by same N 6° 43' 00" E, 244.58 ft.; thence by a curve to the right having a radius of 50.00 ft. and an arc length of 87.21 ft. to a point on the southern line of proposed Georgetown Road; thence by same S 73° 21' 01" E, 27.28 ft.; thence by a curve to the left having a radius of 250.00 ft. and an arc length of 347.52 ft.; thence still by same N 27° 00' 15" E, 117.09 ft.; thence still by same and a curve to the right having a radius of 50.00 ft. and an arc length of 77.81 ft. to a point on the southern line of proposed Birch Drive; thence by same S 63° 49' 38" E, 216.75 ft.; thence by a curve to the right having a radius of 50.00 ft. and an arc length of 71.51 ft. to a point on the eastern line of Vernon Drive; thence along Vernon Drive S 18° 07' 16" W, 764.46 ft. to a point, the place of beginning.

Containing 9.09 Acres.

Exhibit F to Declaration of Condominium

Building	Unit No.	Common Element Interest	Building	Unit No.	Common Element Interest
1	2002	.82%	14	2053	1.008%
1	2004	.82%	14	2055	1.008%
1	2006	1.008%	14	2057	.82%
1	2008	1.008%	14	2059	.82%
2	2012	.82%	15	2093	1.008%
2	2014	.82%	15	2095	1.008%
2	2016	1.008%	15	2097	.82%
2	2018	1.008%	15	2099	.82%
3	2022	.82%	16	2113	1.008%
3	2024	.82%	16	2115	1.008%
3	2026	1.008%	16	2117	.82%
3	2028	1.008%	16	2119	.82%
4	2143	1.008%	17	2092	.82%
4	2145	1.008%	17	2094	.82%
4	2147	.82%	17	2096	1.008%
4	2149	.82%	17	2098	1.008%
5	2132	.82%	18	2102	.82%
5	2134	.82%	18	2104	.82%
5	2136	1.008%	18	2106	1.008%
5	2138	1.008%	18	2108	1.008%
6	2013	1.008%	19	2112	.82%
6	2015	1.008%	19	2114	.82%
6	2017	.82%	19	2116	1.008%
6	2019	.82%	19	2118	1.008%
7	2003	.82%	20	2122	.82%
7	2005	.82%	20	2124	.82%
7	2007	1.008%	20	2126	1.008%
7	2009	1.008%	20	2128	1.008%
8	2032	.82%	21	3222	1.008%
8	2034	.82%	21	3224	1.008%
8	2036	1.008%	21	3226	.82%
8	2038	1.008%	21	3228	.82%
9	2042	.82%	22	3252	.82%
9	2044	.82%	22	3254	.82%
9	2046	1.008%	22	3256	1.008%
9	2048	1.008%	22	3258	1.008%
10	2052	.82%	23	3282	1.008%
10	2054	.82%	23	3284	1.008%
10	2056	1.008%	23	3286	.82%
10	2058	1.008%	23	3288	.82%
11	2062	.82%	24	3312	.82%
11	2064	.82%	24	3314	.82%
11	2066	1.008%	24	3316	1.008%
11	2068	1.008%	24	3318	1.008%
12	2072	.82%	25	3342	.82%
12	2074	.82%	25	3344	.82%
12	2076	1.008%	25	3346	1.008%
12	2078	1.008%	25	3348	1.008%
13	2082	.82%	26	3372	.82%
13	2084	.82%	26	3374	.82%
13	2086	1.008%	26	3376	1.008%
13	2088	1.008%	26	3378	1.008%

Exhibit G to the Declaration of Condominium

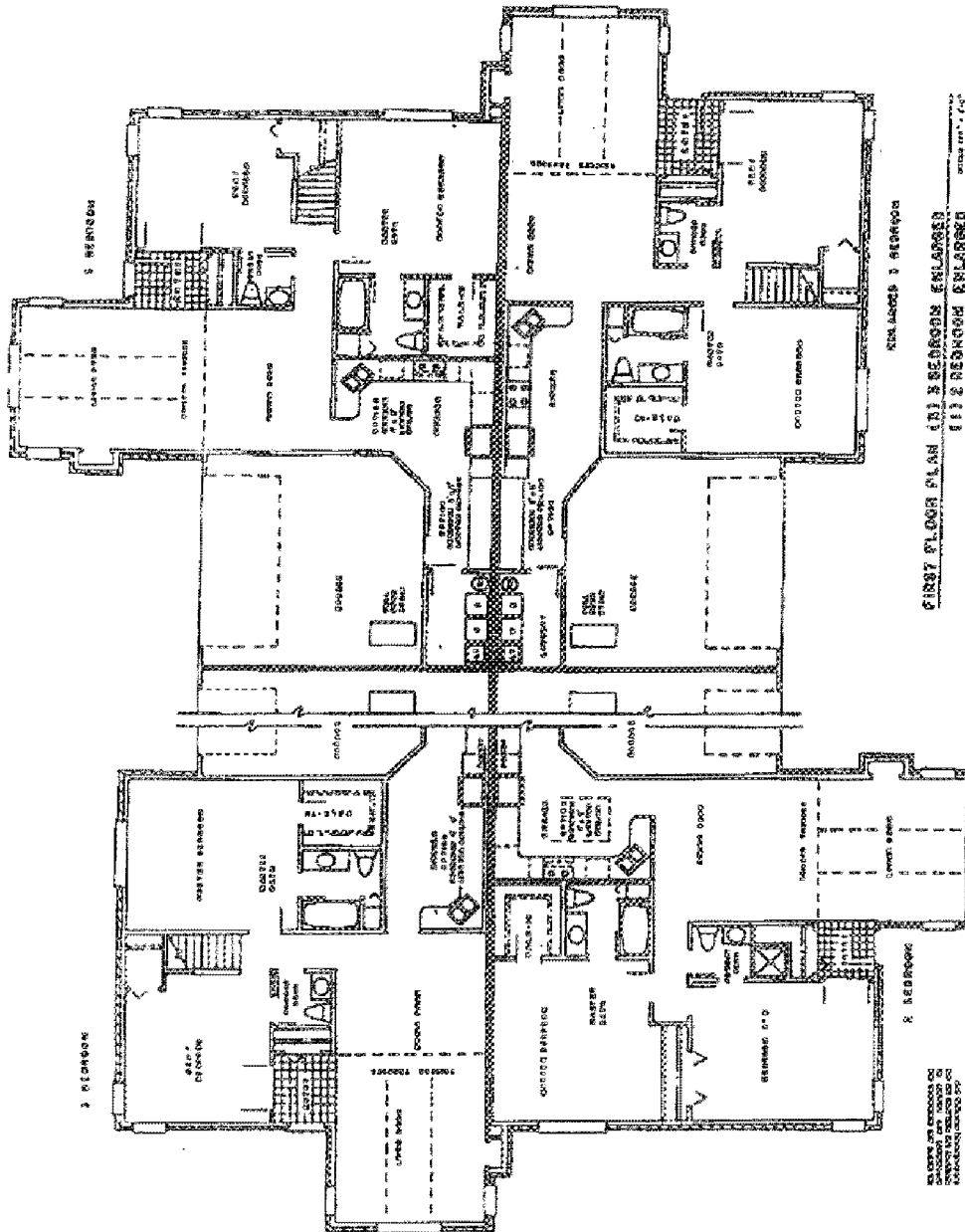


Exhibit I to the Declaration of Condominium

**SPRING GROVE ESTATES
 CONDOMINIUM ASSOCIATION, INC.
 ESTIMATED BUDGET AT FULL OCCUPANCY FOR 1997**

INCOME:

Monthly Fees	\$122,304
--------------	-----------

EXPENSES:

Clubhouse, Pool and Common Area Lighting	\$10,000
Trash Removal	5,500
Water	32,500
Mowing	9,000
Plant Maintenance, Fertilizer, etc.	5,000
Snow Removal	6,000
Insurance (excluding personal possession)	20,000
General Maintenance	10,000
Miscellaneous	6,000
Management Fee	7,000
Reserve Fund	<u>11,304</u>
	\$122,304

Exhibit J to the Declaration of Condominium

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF WESTMORELAND)

On this the 21st day of June, 1996, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared Mark Latorre, President of Spring Grove Development, Inc., Declarant herein, who executed the foregoing instrument for the purposes therein contained.

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



Melissa Cicchini
Notary Public

STATE OF PENNSYLVANIA)
)
) SS:
COUNTY OF WESTMORELAND)

Notarial Seal
Melissa Cicchini, Notary Public
Rostraver Twp., Westmoreland County
My Commission Expires June 21, 1999
Member, Pennsylvania Association of Notaries

Recorded in the office for the recording of deeds, etc., in and for the said County, on the ___ day of _____, 1996, in Deed Book Volume _____, Page _____, witness my hand and seal of said office, the day and year aforesaid.

Recorder

N

13468

Spring Grove,



Thomas J. Hix
RECORDER OF DEEDS

1 12

AND CORRECT
OF RECORDER

Tom Murphy
RECORDER OF DEEDS

8-30

1. The Declarant, by virtue of a deed dated May 2, 1996 and recorded in Deed Book Volume 3636, Page 12, has acquired a parcel of real estate situate in Rostraver Township, Westmoreland County, Pennsylvania containing 8.52 acres which is more fully described in Exhibit "A" to the Declaration of Condominium. Phase I, Buildings Nos. 1 through 7 inclusive have been constructed on this parcel. This parcel is identified as "Parcel 1" in the Replat of Spring Grove Farms Plan of Lots #2 recorded in Plan Book Volume 91, Page 1562.

2. By virtue of a deed dated October 5, 1998 and recorded in Deed Book Volume 3636, Page 16, the Declarant acquired a 5.46 acre parcel of real estate situate in Rostraver Township, Westmoreland County, Pennsylvania more fully described in Exhibit "C" to the Declaration of Condominium. This parcel is to be utilized for construction of the condominium units for Phase II of the development. This parcel is identified as "Parcel 2" in the Replat of Spring Grove Farms Plan of Lots #2 recorded in Plan Book Volume 91, Page 1562.

3. By virtue of a deed dated October 5, 1998 and recorded in Deed Book Volume 3636, Page 12, the Declarant acquired a 5.85 acre parcel and a 0.92 acre parcel both situate in Rostraver Township, Westmoreland County, Pennsylvania and more fully described in Exhibits "D" and "E" to the Declaration of Condominium. These parcels are identified as "Parcel 3" and "Parcel 4" in the Replat of Spring Grove Farms Plan of Lots #2 recorded in Plan Book Volume 91, Page 1562.

4. Attached hereto and marked as Exhibit "A" is a plan of the Spring Grove Estates Condominium dated November 10, 1999 which sets forth the buildings and units constructed as of said date and the building and units proposed for construction in the future.

5. This Amended Declaration shall become effective on the date of its recording.



SPRING GROVE DEVELOPMENT, INC.

Joann Cicchini

JOANN CICCHINI, Secretary

By: *Mark Latorre*

MARK LATORRE, President

ATTEST:

ESTATES OF SPRING GROVE,
A CONDOMINIUM ASSOCIATION

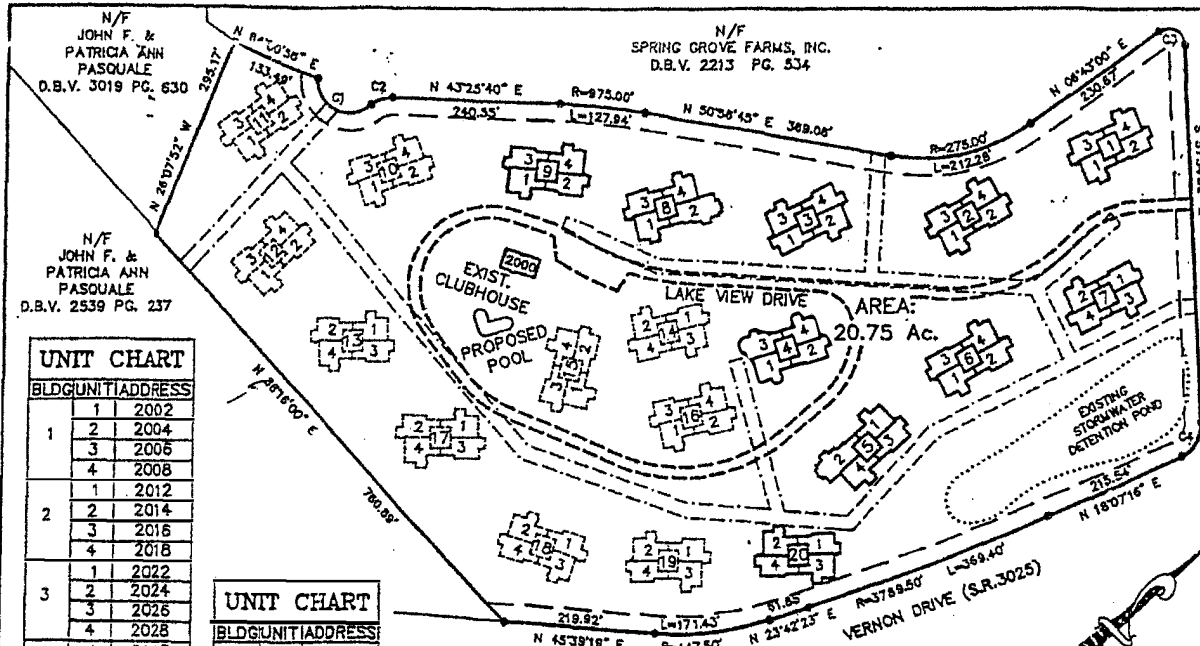
Sidney J. Cicchini

SIDNEY J. CICCHINI, Secretary

By: *Sidney J. Cicchini*

SIDNEY J. CICCHINI, President

Exhibit A



LEGEND

- 20' UTILITY EASEMENT
- EXIST. ASPHALT PAVEMENT
- 25' BUILDING LINE
- EXIST. CONDOMINIUM
- PROPOSED CONDOMINIUM

NOTE:
 FORMERLY BEING PARCELS
 1, 2, 3 & 4 IN THE SPRING
 GROVE FARM PLAN OF LOTS
 #2, NOW CONSOLIDATED IN
 THE REPLAT OF SPRING GROVE
 FARMS PLAN OF LOTS #2
 P.B.V. 91 PG. 1562.

CURVE DATA

CURVE	RADIUS	LENGTH
C1	50.00'	113.48'
C2	50.00'	36.14'
C3	25.00'	53.11'
C4	50.00'	60.82'

GRAPHIC SCALE



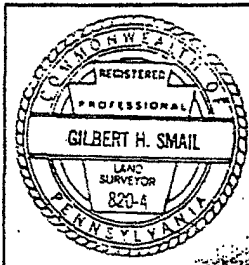
UNIT CHART	
BLDG	UNIT ADDRESS
1	1 2002
	2 2004
	3 2006
	4 2008
2	1 2012
	2 2014
	3 2016
	4 2018
3	1 2022
	2 2024
	3 2026
	4 2028
4	1 2143
	2 2145
	3 2147
	4 2149
5	1 2132
	2 2134
	3 2136
	4 2138
6	1 2013
	2 2015
	3 2017
	4 2019
7	1 2003
	2 2005
	3 2007
	4 2009

UNIT CHART	
BLDG	UNIT ADDRESS
8	1 2032
	2 2034
	3 2036
	4 2038
9	1 2042
	2 2044
	3 2046
	4 2048
10	1 2052
	2 2054
	3 2056
	4 2058
11	1 2062
	2 2064
	3 2066
	4 2068

UNIT CHART	
BLDG	UNIT ADDRESS
12	1 2072
	2 2074
	3 2076
	4 2078
13	1 2082
	2 2084
	3 2086
	4 2088
14	1 2053
	2 2055
	3 2057
	4 2059

UNIT CHART	
BLDG	UNIT ADDRESS
15	1 2093
	2 2095
	3 2097
	4 2099
16	1 2113
	2 2115
	3 2117
	4 2119
17	1 2092
	2 2094
	3 2096
	4 2098

UNIT CHART	
BLDG	UNIT ADDRESS
18	1 2102
	2 2104
	3 2106
	4 2108
19	1 2112
	2 2114
	3 2116
	4 2118
20	1 2122
	2 2124
	3 2126
	4 2128



MADISON ENGINEERING
 WEST NEWTON, PA. 15089

SPRING GROVE ESTATES
 CONDOMINIUMS

ROSTRAVER TOWNSHIP
 WESTMORELAND COUNTY

DRAWN BY: S.HOVANEC	REVISED:	
DATE: 11-10-99	SCALE: 1"=200'	DRAWING NO. 1-558-A

DRWG 717 PAGE 281

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF WESTMORELAND :

ON THIS, the 10th day of November, 1999, before me, a Notary Public, the undersigned officer, personally appeared MARK LATORRE, who acknowledged himself to be the President of SPRING GROVE DEVELOPMENT, INC. and that he 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 himself as President.

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



Rhonda L. Carson
NOTARY PUBLIC
Notarial Seal
Rhonda L. Carson, Notary Public
Rostraver Twp., Westmoreland County
My Commission Expires Dec. 31, 2001
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF WESTMORELAND :

ON THIS, the 10th day of November, 1999, before me, a Notary Public, the undersigned officer, personally appeared SIDNEY J. CICCHINI, who acknowledged himself to be the President of ESTATES OF SPRING GROVE, A CONDOMINIUM ASSOCIATION, and that he 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 himself as President.

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



Rhonda L. Carson
NOTARY PUBLIC
Notarial Seal
Rhonda L. Carson, Notary Public
Rostraver Twp., Westmoreland County
My Commission Expires Dec. 31, 2001
Member, Pennsylvania Association of Notaries

**CORRECTIVE AMENDMENT TO THE DECLARATION OF
ESTATES OF SPRING GROVE, A CONDOMINIUM**

WHEREAS, the Estates of Spring Grove is a condominium located in the Township of Rostraver, Westmoreland County, Pennsylvania, and was created pursuant to the provisions of the Uniform Condominium Act of Pennsylvania, 68 Pa.C.S.A. § 3101, et. seq., by the recording of a Declaration of Condominium of Estates of Spring Grove, a Condominium, at the Westmoreland County Recorder of Deeds Office, at Deed Book Volume 3503, Page 1; and

WHEREAS, it has come to the attention of the Executive Board of the Estates of Spring Grove Condominium Association that Exhibit "G" to the Declaration of Condominium of Estates of Spring Grove, which defines the Common Element Interest assigned to each Unit, is inaccurate as the calculations include Units in condominium buildings 21, 22, 23, 24, 25, and 26 (referred to in the original Declaration as Phase IV) which the Developer/Declarant subsequently withdrew from the construction plans of the Estates of Spring Grove; and

WHEREAS, Section 3219 of the Uniform Condominium Act of Pennsylvania provides the Executive Board with authority to effectuate an appropriate Corrective Amendment without the approval of the Unit Owners to cure any ambiguity or to correct or supplement any provision of the Declaration that is defective, missing or inconsistent with any other provision thereof, upon receipt of an opinion from independent legal counsel; and

WHEREAS, the Executive Board has received an opinion from independent legal counsel that the within Corrective Amendment is necessary to cure the defect, inconsistencies and ambiguities defined herein.

NOW, THEREFORE, the Executive Board of the Estates of Spring Grove Condominium Association does hereby amend the Declaration of Condominium of Estates of Spring Grove, a Condominium, as follows:

Section 1: The Declaration of Condominium of Estates of Spring Grove, a Condominium, is hereby amended to delete Exhibit "G" in its entirety and replace it with Exhibit "G" attached hereto and incorporated herein by reference.

Section 2: Except as amended herein, all remaining provisions of the Declaration of Estates of Spring Grove, a Condominium, shall remain in full force and effect. To the extent of any consistency with the terms of this Corrective Amendment and the Declaration or By-Laws, the terms of this Corrective Amendment shall govern.

IN WITNESS WHEREOF, the Executive Board of the Estates of Spring Grove Condominium Association has validly enacted the foregoing Corrective Amendment to the Declaration of Condominium of Estates of Spring Grove, a Condominium, this 18 day of March, 2014⁵.

Estates of Spring Grove Condominium Association

By: Richard E. Davis
President

By: Samuel Reed
Secretary

SPRING GROVE ESTATES CONDOMINIUM ASSOCIATION						13-Jan-15
EXHIBIT G OWNERSHIP PERCENTAGES						RAA
			COMMON			COMMON
			ELEMENT			ELEMENT
BUILDING #	UNIT #	INTEREST	BUILDING #	UNIT #	INTEREST	
-----	-----	-----	-----	-----	-----	-----
1	2002	1.36122%	9	2042	1.67331%	
1	2004	1.36122%	9	2044	1.67331%	
1	2006	1.67331%	9	2046	1.67331%	
1	2008	1.67331%	9	2048	1.67331%	
2	2012	1.36122%	14	2053	1.67331%	
2	2014	1.67331%	14	2055	1.67331%	
2	2016	1.67331%	15	2093	1.67331%	
2	2018	1.67331%	15	2095	1.36122%	
3	2022	1.67331%	15	2097	1.67331%	
3	2024	1.36122%	15	2099	1.67331%	
3	2026	1.67331%	16	2113	1.36122%	
3	2028	1.36122%	16	2115	1.67331%	
4	2143	1.67331%	16	2117	1.67331%	
4	2145	1.67331%	16	2119	1.36122%	
4	2147	1.36122%	17	2092	1.67331%	
4	2149	1.67331%	17	2094	1.67331%	
5	2132	1.67331%	17	2096	1.67331%	
5	2134	1.67331%	17	2098	1.67331%	
5	2136	1.67331%	18	2102	1.67331%	
5	2138	1.67331%	18	2104	1.67331%	
6	2013	1.67331%	18	2106	1.67331%	
6	2015	1.67331%	18	2108	1.67331%	
6	2017	1.67331%	19	2112	1.67331%	
6	2019	1.67331%	19	2114	1.67331%	
7	2003	1.67331%	19	2116	1.67331%	
7	2005	1.67331%	19	2118	1.67331%	
7	2007	1.67331%	20	2122	1.36122%	
7	2009	1.67331%	20	2124	1.36122%	
8	2032	1.67331%	20	2126	1.36122%	
8	2034	1.67331%	20	2128	1.67331%	
8	2036	1.67331%				-----
8	2038	1.67331%	TOTAL			100.00000%
						=====

After recording, mail to:

Dornish Law Offices, P.C.
2500 Brooktree Rd.
Suite 301
Wexford, PA 15090



Thereby CERTIFY
that this document is recorded
in the RECORDERS OFFICE
of Westmoreland County
Pennsylvania

Tom Murphy • Recorder of Deeds

THIRD AMENDED DECLARATION OF THE ESTATES OF SPRING GROVE,

A CONDOMINIUM

This third amendment to the Declaration of Spring Grove Estates Condominium Association, Inc. (hereinafter the "Association") is made on this 30 day of Sept., 2019.

Whereas, Spring Grove Estates Condominium Association, Inc. is a condominium located in the Township of Rostraver, Westmoreland County, Pennsylvania, and was created pursuant to the provisions of the Uniform Condominium Act of Pennsylvania, 68 Pa.C.S.A. §3101, *et seq.* by the recording of a Declaration of Condominium of Estates of Spring Grove, a Condominium at the Westmoreland County Recorder of Deeds Office, ✓ Deed Book Volume 3503, Page 1; and whereas Spring Grove Estates Condominium Association, Inc. has obtained an Order of Court pursuant to a Rule to Show Cause, which Order decreed that the Declaration shall be amended and the Executive Board shall have the authority to set Common Expense assessments at a flat monthly amount, regardless of the unit's percentage interest; and whereas, the *nunc pro tunc* Order decreed that the Executive Board shall have the authority to set the monthly rate on an annual basis; and whereas, the *nunc pro tunc* Order decreed that Article XVIII shall be added to the Declaration, allowing for alternative dispute resolution in compliance with Act 17 of 2018, 68 Pa.C.S. §3321.

THEREFORE, intending to be legally bound hereby, the Association amends the Declaration as follows:



Instr 201910210032093 10/21/2019
P 1 of 8 F \$91.25 11 09AM
Tom Murphy T20190033935
Westmoreland County RecorderP

IN WITNESS WHEREOF, the Spring Grove Estates Condominium Association,
Inc. has executed these presents on this 30 day of Sept., 2019.

Attest:

SPRING GROVE ESTATES
CONDOMINIUM ASSOCIATION, INC.

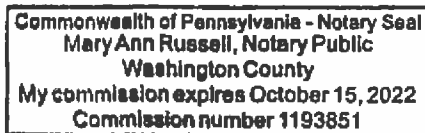
[Signature]
Secretary

By: [Signature]
President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF WASHINGTON

On this, the 30 day of September, 2019, before me, a notary public, in the aforesaid county in the Commonwealth of Pennsylvania aforesaid, personally appeared Samuel D. Leccia, Jr., he being duly sworn according to law, deposes and says that he is the president of the Estates of Spring Grove, a Condominium, and that as such officer, being authorized to do so, has executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



[Signature]
Notary Public
My Commission Expires: 10-15-2022



Instr 201910210032093 10/21/2019
P 2 of 8 F \$91.25 11 09AM
Tom Murphy T20190033935
Westmoreland County RecorderP

Article X § 10.1 shall be deleted in its entirety and replaced with:

ARTICLE X

ASSESSMENTS

10.1 Common Expense

(A) Assessments shall be made annually and shall be based on a budget adopted annually by the ASSOCIATION. ALL COMMON EXPENSE annual assessments shall be due and payable in equal monthly installments, in advance, on the first (1st) day of the month, SPECIAL ASSESSMENTS shall be due and payable in the month in which they are billed, unless otherwise provided by the EXECUTIVE BOARD.

(B) COMMON EXPENSE shall be assessed against all UNITS on a flat monthly basis as determined annually by the EXECUTIVE BOARD. Any past due assessment or installment thereof shall bear interest at the rate of twelve (12%) percent per year.

(C) Except as otherwise provided herein: any COMMON EXPENSE associated with the maintenance, repair or replacement of a limited COMMON ELEMENT shall be assessed in equal shares against the UNITS to which that limited COMMON ELEMENT was assigned at the time the expense was incurred; and to any COMMON EXPENSE benefitting fewer than all of the UNITS shall be assessed exclusively against the UNITS benefitted.

[Remainder of Article 10 not changing.]


Instr. 201910210032093 10/21/2019
P 3 of 8 F \$91.25 11 09AM
Tom Murphy T20190033935
Westmoreland County RecorderP

ARTICLE XVIII

ALTERNATIVE DISPUTE RESOLUTION

Any dispute between two or more Unit Owners or between a Unit Owner and the Association, except an action to collect dues, fines and/or legal fees by the Association in accordance with this Declaration, shall be submitted to an agreed upon mediator for resolution. All costs and fees associated with the mediation, excluding attorneys' fees, shall be assessed equally between all parties to a dispute. Should a Unit Owner of the Association seek mediation, their rights to pursue a private cause of action or seek other relief thereafter will not be affected or impaired.

(A) If the Unit Owner has exhausted alternative dispute resolution procedures without a resolution, or at least 100 days have passed since the Unit Owner initiated alternative dispute resolution procedures without a resolution being reached, the Unit Owner may file a complaint with the Bureau of Consumer Protection in the Office of the Attorney General.

(B) A Unit Owner in good standing may file a complaint with the Bureau of Consumer Protection in the Office of the Attorney General in the event of a violation by the Association of §5308 (relating to meetings), §5309 (relating to quorums), §5310 (relating to voting, proxies) and §5316 (relating to Association records).


Instr 201910210032093 10/21/2019
P 4 of 8 F \$91 25 11 09AM
Tom Murphy T20190033935
Westmoreland County RecorderP

TAX MAP NOS. INCLUDED

MAP 56-09-04-0-083	MAP 56-09-04-0-084	MAP 56-09-04-0-086
MAP 56-09-04-0-087	MAP 56-09-04-0-088	MAP 56-09-04-0-089
MAP 56-09-04-0-009	MAP 56-09-04-0-099	MAP 56-09-04-0-100
MAP 56-09-04-0-101	MAP 56-09-04-0-102	MAP 56-09-04-0-103
MAP 56-09-04-0-104	MAP 56-09-04-0-105	MAP 56-09-04-0-106
MAP 56-09-04-0-107	MAP 56-09-04-0-108	MAP 56-09-04-0-109
MAP 56-09-04-0-110	MAP 56-09-04-0-095	MAP 56-09-04-0-096
MAP 56-09-04-0-097	MAP 56-09-04-0-098	MAP 56-09-04-0-091
MAP 56-09-04-0-092	MAP 56-09-04-0-093	MAP 56-09-04-0-094
MAP 56-09-04-0-111	MAP 56-09-04-0-112	MAP 56-09-04-0-113
MAP 56-09-04-0-114	MAP 56-09-04-0-115	MAP 56-09-04-0-116
MAP 56-09-04-0-117	MAP 56-09-04-0-118	MAP 56-09-08-0-007
MAP 56-09-08-0-008	MAP 56-09-08-0-011	MAP 56-09-08-0-012
MAP 56-09-08-0-013	MAP 56-09-08-0-014	MAP 56-09-08-0-015
MAP 56-09-08-0-016	MAP 56-09-08-0-017	MAP 56-09-08-0-018
MAP 56-09-08-0-048	MAP 56-09-08-0-047	MAP 56-09-08-0-049
MAP 56-09-08-0-050	MAP 56-09-08-0-043	MAP 56-09-08-0-044
MAP 56-09-08-0-045	MAP 56-09-08-0-046	MAP 56-09-08-0-039
MAP 56-09-08-0-040	MAP 56-09-08-0-041	MAP 56-09-08-0-042



MAP 56-09-04-0-119 MAP 56-09-04-0-120 MAP 56-09-04-0-121

MAP 56-09-04-0-122 MAP 56-09-080-052 MAP 56-09-080-053

MAP 56-09-080-051 MAP 56-09-080-054 MAP 56-09-080-055

MAP 56-09-080-056 MAP 56-09-080-057 MAP 56-09-080-058

MAP 56-09-080-059 MAP 56-09-080-060 MAP 56-09-080-061

MAP 56-09-080-062 MAP 56-09-080-063 MAP 56-09-080-064

MAP 56-09-080-065 MAP 56-09-080-066

Instr: 201910210032093 10/21/2019
P 6 of 8 F \$91.25 11 09AM
Tom Murphy T20190033935
Westmoreland County RecorderP

UPI 56-00871-00000
MAP 56-09-04-0-009

UPI 56-06625-00000
MAP 56-09-04-0-084

UPI 56-06629-00000
MAP 56-09-04-0-088

UPI 56-06633-00000
MAP 56-09-04-0-093

UPI 56-06636-00000
MAP 56-09-04-0-096

UPI 56-06639-00000
MAP 56-09-04-0-099

UPI 56-06642-00000
MAP 56-09-04-0-102

UPI 56-06645-00000
MAP 56-09-04-0-105

UPI 56-06648-00000
MAP 56-09-04-0-108

UPI 56-06769-00000
MAP 56-09-04-0-112

UPI 56-06772-00000
MAP 56-09-04-0-114

UPI 56-06814-00000
MAP 56-09-04-0-118

UPI 56-06846-00000
MAP 56-09-04-0-120

UPI 56-06896-00000
MAP 56-09-08-0-007

UPI 56-06901-00000
MAP 56-09-08-0-012

UPI 56-06905-00000
MAP 56-09-08-0-016

UPI 56-07340-00000
MAP 56-09-08-0-044

UPI 56-07345-00000
MAP 56-09-08-0-041

UPI 56-07348-00000
MAP 56-09-08-0-045

UPI 56-06623-00000
MAP 56-09-04-0-089

UPI 56-06627-00000
MAP 56-09-04-0-086

UPI 56-06631-00000
MAP 56-09-04-0-091

UPI 56-06634-00000
MAP 56-09-04-0-094

UPI 56-06637-00000
MAP 56-09-04-0-097

UPI 56-06640-00000
MAP 56-09-04-0-100

UPI 56-06643-00000
MAP 56-09-04-0-103

UPI 56-06646-00000
MAP 56-09-04-0-106

UPI 56-06649-00000
MAP 56-09-04-0-109

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MAP 56-09-04-0-111

UPI 56-06812-00000
MAP 56-09-04-0-116

UPI 56-06815-00000
MAP 56-09-04-0-115

UPI 56-06847-00000
MAP 56-09-04-0-122

UPI 56-06897-00000
MAP 56-09-08-0-008

UPI 56-06903-00000
MAP 56-09-08-0-014

UPI 56-06906-00000
MAP 56-09-08-0-017

UPI 56-07343-00000
MAP 56-09-08-0-039

UPI 56-07346-00000
MAP 56-09-08-0-042

UPI 56-07349-00000
MAP 56-09-08-0-046

UPI 56-06624-00000
MAP 56-09-04-0-083

UPI 56-06628-00000
MAP 56-09-04-0-087

UPI 56-06632-00000
MAP 56-09-04-0-092

UPI 56-06635-00000
MAP 56-09-04-0-095

UPI 56-06638-00000
MAP 56-09-04-0-098

UPI 56-06641-00000
MAP 56-09-04-0-101

UPI 56-06644-00000
MAP 56-09-04-0-104

UPI 56-06647-00000
MAP 56-09-04-0-107

UPI 56-06650-00000
MAP 56-09-04-0-110

UPI 56-06771-00000
MAP 56-09-04-0-113

UPI 56-06813-00000
MAP 56-09-04-0-117

UPI 56-06845-00000
MAP 56-09-04-0-119

UPI 56-06848-00000
MAP 56-09-04-0-121

UPI 56-06900-00000
MAP 56-09-08-0-011

UPI 56-06904-00000
MAP 56-09-08-0-015

UPI 56-06907-00000
MAP 56-09-08-0-018

UPI 56-07344-00000
MAP 56-09-08-0-040

UPI 56-07347-00000
MAP 56-09-08-0-043

UPI 56-07350-00000
MAP 56-09-08-0-047

UPI 56-07351-00000
MAP 56-09-08-0-048

UPI 56-07352-00000
MAP 56-09-08-0-049

UPI 56-07354-00000
MAP 56-09-08-0-051

UPI 56-07355-00000
MAP 56-09-08-0-052

UPI 56-07356-00000
MAP 56-09-08-0-053

UPI 56-07357-00000
MAP 56-09-08-0-054

UPI 56-07358-00000
MAP 56-09-08-0-055

UPI 56-07359-00000
MAP 56-09-08-0-056

UPI 56-07360-00000
MAP 56-09-08-0-057

UPI 56-07361-00000
MAP 56-09-08-0-058

UPI 56-07362-00000
MAP 56-09-08-0-059

UPI 56-07363-00000
MAP 56-09-08-0-060

UPI 56-07364-00000
MAP 56-09-08-0-061

UPI 56-07365-00000
MAP 56-09-08-0-062

UPI 56-07366-00000
MAP 56-09-08-0-063

UPI 56-07367-00000
MAP 56-09-08-0-064

UPI 56-07368-00000
MAP 56-09-08-0-065

UPI 56-07369-00000
MAP 56-09-08-0-066

TOTAL # OF LABELS 75

USER ID LBURRUSS REFERENCE#

52



Instr: 201910210032093 10/21/2019
P 8 of 8 F \$91.25 11:09AM
Tom Murphy T20190033935
Westmoreland County RecorderP



BS

Tom Murphy

Westmoreland

CUSTOMER RECEIPT - RECORDING SERVICES

Receipt Number: T20190033935
Date/Time: 10/21/2019 11:09:48
Method Received: Mail
Clerk: anuss

Customer Name : DORNISH LAW OFFICES

Mail Envelope Provided

Transaction Detail

<u>Instrument Number</u>	<u>Instrument Type</u>	<u>Record. Fees</u>	<u>Equip. Fee</u>	<u>State Tax</u>	<u>Transfer Tax</u>	<u>Copy</u>	<u>Cert. Copv</u>	<u>Total Copv Fee</u>	<u># Pgs</u>	<u>Consideration</u>	<u>Subtotal</u>
201910210032093	AMEND	\$84.25	\$7.00	\$0.00	\$0.00	N	N	\$0.00	8		\$ 91.25
<u>First Party Name</u>		<u>Second Party Name</u>									
SPRING GROVE ESTATES CONDOMINIUM ASSOCIATION, INC.											

Payment Information

<u>Method of Payment</u>	<u>Payment Control ID</u>	<u>Authorized Agent</u>	<u>Amount</u>
Check	3480		\$91.25
AMOUNT PAID:			\$91.25
LESS AMOUNT DUE:			\$91.25
CHANGE RECEIVED:			\$0.00