

D'ARLINGTON CONDOMINIUM
CODE OF REGULATIONS

SECTION I. APPLICABLE STATUTE

This Code of Regulations is adopted pursuant to the Unit Property Act of the Commonwealth of Pennsylvania, (Act of July 3, 1963, P.L. 196). Except as otherwise expressly provided herein, the terms used herein are as defined by the Act.

SECTION II. IDENTITY OF PROPERTY

The property to which this Code of Regulations shall apply is called D'Arlington Condominium, located in the 4th Ward, City of Pittsburgh, Allegheny County, Pennsylvania, more fully described in the Declaration of Condominium and Declaration Plan recorded simultaneously with the recording hereof in the office of the Recorder of Deeds of Allegheny County, Pennsylvania.

SECTION III. NAME AND ADDRESS

1. The property shall be known by the name of D'Arlington Condominium.
2. The registered office of D'Arlington Condominium shall be located at 504 North Neville Street, Pittsburgh, Pennsylvania 15213.

SECTION IV. DEFINITIONS

Except as otherwise herein expressly provided, the terms used herein are as defined in the Act. The following words and phrases shall also have the following meanings:

COUNCIL means a board of natural individuals of the number stated in these Regulations, who, apart from the individuals named as members in the Declaration, shall be unit owners and shall manage the business, operation and affairs of the Condominium on behalf of the Unit owners and in compliance with and subject to the provisions of the Act, and who may take title to real or personal property as Agent, Nominee or Trustee for the D'Arlington Condominium Owners Association.

COMMON EXPENSES means and includes:

- a. expenses declared common expenses by the Act or by the Declaration or by this Code of Regulations;
- b. expenses agreed upon as common expenses by the Council and lawfully assessed against the unit owners;
- c. expenses for administration, maintenance, operation, repair or replacement of the Common Elements; and for providing services for the unit owners such as collection of garbage and trash, snow removal, landscaping, elevator repair, parking and other like services;
- d. expenses and assessments the Council deems necessary for the operation and maintenance of an apartment or unit used for housing a superintendent or manager, if any, and his family;
- e. all charges for utility services for the common areas and for utility services, if any, for the units which are not metered separately for the particular utility;

COMMON PROFITS means the balance of all income remaining after the deduction of the common expenses. Any rental or concession income received for the use of the Common Elements shall be used by the Council to reduce and defray common expenses and shall be included in the common profits.

D'ARLINGTON CONDOMINIUM OWNERS' ASSOCIATION is the collectivity of unit owners under the Unit Property Act.

SECTION V. D'ARLINGTON CONDOMINIUM OWNERS' ASSOCIATION

1. Membership. The owners of a unit shall be members of the D'Arlington Condominium Owners Association, and shall collectively be entitled to the number of votes represented by that Unit's Proportionate Interest in the Common Elements as set forth in Exhibit B to the Declaration.

2. Annual Meeting. The annual meeting of the Association shall be held on the second Saturday in January, commencing in 1980 at such place as may be designated by the Council.

3. Special Meetings. Special meetings may be called by the Council or upon petition signed and presented to the Secretary of the Council by owners representing at least six (6) of the units. The notice of any special

meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting, except as stated in the notice.

4. Notice of Meetings. The Secretary of the Council shall mail a notice for each annual or special meeting at least seven but not more than 20 days prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held. Said notice shall be mailed to each unit owner of record at the unit address or at such other address as such unit owner shall have designated by notice in writing to the Secretary.

5. Quorum. The presence in person or by proxy of unit owners having one-third of the total authorized votes of all unit owners shall constitute a quorum at all meetings. If at any meeting a quorum is not present, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the date of the original meeting.

6. Conduct of the Meetings. The order of business at the annual meeting or at any special meeting as far as practicable shall be:

- (a) Calling of the roll and certifying the proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Receiving reports of officers.
- (e) Receiving reports of committees.
- (f) Election of the Council (if applicable.)
- (g) Old business.
- (h) New business.
- (i) Adjournment.

At all meetings of the unit owners or of the Council, Roberts' Rules of Order (Revised) shall be followed:

7. Majority of Votes. A vote of the majority of unit owners present at a meeting at which there is a quorum shall be binding upon all unit owners for all purposes, except wherein by the Declaration, the Regulations, or by law, a higher percentage is required.

1. Number and Qualifications. At least until such time as deeds of a conveyance for ten of the Units have been recorded, the Council shall consist of those persons named in the Declaration and in the event of any vacancy, the remaining members shall fill the vacancy.

2. Election and terms of Office. The first meeting of the D'Arlington Condominium Owners' Association shall be held within sixty (60) days after the deeds of conveyance for ten of the Units have been recorded, for the purpose of electing a five (5) member Council; three members of which shall be elected for two year terms. So long as the Declarant shall retain ownership of at least one Unit, the Declarant shall be entitled to elect at least two members of the Council for a one year term. At such time as the Declarant no longer retains the ownership of at least one Unit, the member of the Council elected by the Declarant shall vacate the Council, and the place vacated by the Declarant's representative shall be filled by the remaining members of the Council as herein provided for the unexpired portion of the term.

3. Vacancies. If any vacancy exists in the Council, by reason of a member selling his Unit, death, resignation or otherwise, the remaining members of the Council shall elect another Unit owner to fill the vacancy for the unexpired portion of that term.

4. Officers. At each annual organization meeting of the Council, the Council shall elect a President, Vice-President, Secretary and Treasurer. The Secretary need not be a member of the Council but may be appointed by the Council.

The President shall be a chief executive officer of the Condominium and shall preside at all meetings of the Unit owners and the Council, and shall have general powers and duties which are incident to the office of a President of a Corporation, including but not limited to the power to appoint such committees from among the Unit owners from time to time as he may in his discretion decide are appropriate to assist in the affairs of the Condominium. He shall not also be the Treasurer.

The Vice-President shall take the place of the President or perform his duties whenever the President shall be absent or unable to act.

The Secretary shall keep the minutes of all meetings of the Unit owners and the Council, and shall have charge of such books and records as the Council may direct. He shall, in general, perform all of the duties incident to the office of a secretary of a corporation.

The Treasurer shall have the responsibility for the Condominium funds and securities and shall be responsible for the keeping of full and accurate records and books of account.

All agreements, contracts, leases, deeds, checks and other instruments of the Condominium shall be executed by the President and Treasurer, unless the Council designates otherwise. Upon the affirmative vote of a majority of the members of the Council, any officer may be removed either with or without cause, and his successor may be elected at any regular meeting of the Council or at any special meeting of the Council called for such purpose.

5. Compensation of Officers. The President and Vice-President shall not receive any compensation for their services, except reimbursement of out-of-pocket expenses, but may be compensated for services rendered in any other capacity. The Secretary and Treasurer may be compensated for their services as determined by the Council.

6. Powers and Duties. The Council shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts or things except as by law or by the Declaration or by this Code of Regulations may not be delegated to the Council by the Unit owners. Such powers and duties of the Council shall include but shall not be limited to the following:

(a) Operation, care, upkeep and maintenance of the Common Elements.

(b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the property. The Council shall have the right to make a final determination of any claim or dispute by a Unit owner as to whether any charge or expense applies against the Unit owner rather than the common areas and such determination shall be final, conclusive and binding.

(c) Collection of common charges from the Unit owners, including, without limitation, an amount for working

capital of the Condominium for general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. Council may designate an Agent for the purpose of collecting common charges and for the purpose of making disbursements therefrom on behalf of the Council.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common areas and facilities.

(e) Adoption and amendment of rules and regulations covering the operation and use of property, and recreational facilities.

(f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) Purchasing or leasing or otherwise acquiring in the name of the Council or its designees, corporate or otherwise, on behalf of all unit owners, units offered for sale of lease or surrendered by their owners to the Council.

(h) Purchasing of units at foreclosure or other judicial sales in the name of the Council or its designee, corporate or otherwise, on behalf of all unit owners.

(i) Selling, leasing, mortgaging (but not voting the votes appurtenant thereto) or otherwise dealing with the units acquired by, and subleasing units leased by the Council, or its designee on behalf of all unit owners.

(j) Making of repairs, additions, and improvements to or alterations of the property and repairs to and restoration of the property in accordance with other provisions of this Code of Regulations after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

(k) The Council shall have the power to enforce obligations of the unit owners, to allocate profits and expenses, and to do anything and everything else necessary and proper for the sound management of the Condominium, including the right to bring law suits to enforce the rules and regulations promulgated by the Council. The Council shall have the power to levy fines against the unit owners for violations of reasonable rules and regulations established to govern the conduct of the unit owners. No fine may be levied for more than \$100.00 for any one violation; but for each day a violation continues after notice it shall be considered a separate violation. Collection of the fines may be enforced against the unit owner or unit owners involved as if the fine were a common charge owed by the particular unit owner or unit owners.

(l) The Council may employ a managing agent and/or manager for the Condominium at a compensation to be established by the Council, to perform such duties and services as the Council shall authorize, including but not limited to the duties granted to the Council as set forth above. The Council may delegate to the manager or managing agent such powers as may be necessary to carry out the function of the Council.

(m) The Council shall establish rules and regulations for the use of any parking spaces it acquires or leases for the benefit of the D'Arlington Condominium Owner's Association.

7. Compensation. No member of the Council shall receive any compensation for acting as a Councilman. However, Councilmen shall be reimbursed for out-of-pocket expenses and may be compensated for services rendered to or for the Condominium in any other capacity.

8. Meeting of the Council. Regular meetings of the Council may be held at such time and place as shall be determined from time to time by a majority of the members of the Council, but at least two meetings shall be held each year. Notice of regular meetings of the Council shall be given to each member of the Council by mail or telegram at least three business days prior to the day of the meeting, which notice shall state the time, place and purpose of the meeting. Special meetings of the Council shall be called by the President or the Secretary in like manner and on like notice on the written request of at least two members of the Council. Any member of the Council may, at any time, waive notice of any meeting of the Council in writing and such waiver shall be deemed equivalent to the giving of notice. Actual attendance by members of the Council at any meeting of the Council shall constitute a waiver of notice by him of the time and place thereof. All members of the Owner's Association may attend Council meetings.

9. Quorum of the Council. At all meetings of the Council, a majority of the members thereof shall constitute a quorum for the transaction of business and the votes of a majority of the members of the Council present and voting

at a meeting at which a quorum is present shall constitute a valid decision. If at any meeting of the Council there shall be less than a quorum present, the majority of those present may adjourn the meeting to a new date. At any such adjourned meeting at which a quorum is present, any business which may have been transacted at the original meeting may be transacted without further notice.

10. Consent Action. Any business which may be adopted at a meeting may be adopted without a meeting if all members of the Council so consent in writing.

SECTION VII. MAINTENANCE, REPAIR & ALTERATIONS OF PROPERTY

1. All maintenance of and repair to any units, structural or nonstructural, ordinary or extraordinary (other than maintenance of and repair to any Common Elements and Facilities contained therein and not necessitated by the negligence, misuse or neglect of the owner of such unit) shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any and all other units and/or to the common areas and facilities that his failure to so repair or maintain may cause. In the event that the failure of a unit owner to repair or maintain his unit in accordance with this section adversely affects the safety or appearance of the common elements or of a unit or units belonging to another unit owner, the Council shall have the option to undertake the repair or maintenance of the former unit and the owner of such unit shall reimburse the Condominium's Owner's Association in full for all expenses incurred in connection with such repair or maintenance.

2. Except as to those Common Elements as to which a particular unit owner has an exclusive easement for the use thereof, all maintenance, repairs and replacements to the Common Elements and Facilities, where located inside or outside of the units, (unless necessitated by the negligence, misuse or neglect of a unit owner, in which case such expense shall be charged to such unit owner) shall be made by the Council and be charged to all unit owners as a common expense. All payment vouchers are to be approved by either the President or Treasurer.

3. Unit owners shall not have any right to paint or otherwise decorate or change the appearance of any portion of the exterior of the building in which a unit is located. The unit owner is responsible to promptly report to the Council any defect or need for repairs, the responsibility for which is that of the Condominium's Owner's Association.

SECTION VIII. INSURANCE

The Council or such other person as the Council may appoint as insurance trustee for each of the unit owners in the percentage established by the Declaration, shall be required to obtain and maintain to the extent obtainable, without prejudice to the right of each unit owner to insure his own unit for his own benefit, the following insurance policies:

1. Authority to Purchase: Named Insured. All insurance policies covering the Property shall be purchased by the Council. The named insured shall be the D'Arlington Condominium Owner's Association, for its own benefit and as agent for the individual unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of owners.

2. Coverage. The Council shall obtain and maintain in effect, for the benefit of all unit owners, the following insurance coverage:

(a) Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, but such insurance shall not include coverage on the furniture, fixtures, or other personal property supplied or installed by the unit owners. The amount of such insurance shall be determined annually by the Council. Such coverage shall afford protection against:

1. Loss of damage by fire and other hazards covered by a standard extended coverage endorsement with reasonable deductible per peril (no living expenses endorsement shall be required for said policies), and;

2. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the Property, including but not limited to vandalism and malicious mischief.

(b) Public liability in such amounts and with such coverage as shall be required by the Council, all officers of the Council, and the managing agent or manager, as well as each Unit owner, against claims of persons who are not members of the Council for liability in connection with the Common Elements and Facilities. The Council will obtain insurance to cover cross claims of Unit owners against the Council, which claims arise out of accidents within the Common Areas and Facilities, if such insurance is reasonably available. The Council shall review such insurance once a year.

(c) Workmen's compensation policy to meet the requirements of law.

(d) Such other insurance as the Council shall determine from time to time to be desirable.

3. Premiums. Premiums upon insurance policies purchased by the Council shall be paid by the Council as a Common Expense. However, nothing herein shall be construed in any way to prejudice owners from carrying their own insurance policies.

4. Insurance Trustee: Shares of Proceeds. All insurance policies purchased by the Council shall be for the benefit of D'Arlington Owners' Association, and the individual owners and their mortgagees, as their interests may appear. Proceeds covering property losses shall be paid to the Condominium Council's President, as Trustee, or to a person or organization otherwise designated by the Council as Trustee. The duty of the Trustee shall be to receive such proceeds as are paid pursuant to an insured loss and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the owners and their mortgages in the following shares, but which shares need not be set forth on the records of the Trustees:

(a) Common Elements and Facilities. Proceeds on account of damage to Common Areas and Facilities - an undivided share for each owner, such share being the same as the

undivided share in the Common Areas and Facilities appurtenant to his unit.

(b) Units. Proceeds on account of damage to units shall be held in the following undivided shares:

1. When the property is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each owner, which cost shall be determined by the Council.

2. When the Property is not to be restored - an undivided share for each owner of the damaged units, such share being the same as the undivided share in the Common Elements and Facilities appurtenant to his unit.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of the owner shall be held in trust for the mortgagee and the owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the owner and mortgagee pursuant to the provisions of this Code of Regulations.

5. Distribution of Proceeds. Proceeds of insurance policies received by the Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the trust. All expenses of the Trustee shall be paid first or provisions made for such payment.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to owners and their mortgagees being payable jointly to them. This provision is a covenant for the benefit of any mortgagee of any unit and may be enforced by such mortgagee.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners.

and their mortgagees being payable jointly to them.

6. Council as Agent. The Council is irrevocably appointed agent for each owner and for each holder of a mortgage or other lien on a unit and for each owner of any other interest in the Property to adjust all claims arising under insurance policies purchased by the Council and to execute and deliver releases upon the payment of claims.

7. Waiver of Subrogation. All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on co-insurance or of invalidity arising from any acts of the insured.

SECTION IX. RECONSTRUCTION OR REPAIR AFTER CASUALTY

1. Determination to Reconstruct or Repair. In the event any part of the Property shall be damaged by casualty, the determination of whether or not such damaged Property shall be reconstructed or repaired shall be made in the following manner:

(a) Common Elements and Facilities. If the damaged improvement is any of the Common Areas and Facilities, the damaged Common Areas and Facilities shall be reconstructed or repaired.

(b) Building

1. Lessor damage. If the damage improvement is less than 50% of the Proportionate Interests, the damaged property shall be reconstructed or repaired.

2. Major Damage. If the damaged improvements are more than 50% of the Proportionate Interests and are found by the Council to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the Proportionate Interests agree in writing to such reconstruction or repair.

3. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building or according to plans and specifications approved by the Council.

4. Estimates of Costs. Immediately after determination is made to rebuild or repair damage to Property for which the Council has the responsibility of reconstruction and repair, the Council shall obtain reliable and detailed estimates of the costs to rebuild or repair.

5. Responsibility. If the damage is only to those parts of unit for which the responsibility of maintenance and repair is that of the owner, then the owner shall be responsible for reconstruction, and repair after casualty.

6. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Council, or if at any time during reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the owners who own the damaged units, and against all owners in the case of damage to Common Elements and Facilities, in sufficient amounts to provide funds for the payment of such costs. Such assessments against owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to Common Areas and Facilities shall be in proportion to the owner's share in the Common Areas and Facilities. Provided, however, in the event that the insurance proceeds are insufficient to pay the Trustee's fees and expenses and to make needed repairs and any owner is unable to pay an assessment to make up such insufficiency, then such owner's mortgagee, if any, shall have the option to make up said insufficiency or to require the Council, the Insurance Trustee and the insurer to pay such mortgage as its interests may appear from the insurance proceeds.

SECTION X. COMMON CHARGES

1. Payment of Common Charges. All unit owners shall be obligated to pay the common charges assessed by the Council on a monthly basis pursuant to the authority granted to the Council under these Regulations. At its options, the Council may authorize the common charges to be collected by a mortgagee of one or more units or by any other servicing agent.

2. Collection of Assessments. The Council shall assess common expenses against the unit owners from time to time and at least annually, and shall take prompt action to collect any common charges due from any unit owner which remain unpaid for more than 30 days from due date of payment thereof.

3. Default in payment of Common Charges. In the event of any default by any unit owner in the payment of the common charges from the due date thereof, the Council shall have the right and duty to recover such common charges together with interest and all expenses, including reasonable attorneys fees, incurred in such recovery, in an action to recover the same brought against the unit owner under powers granted by the Unit Property Act.

SECTION XI. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE COUNCIL

Whenever, in the judgment of the Council, common areas shall require additions, alterations or improvements costing in excess of \$2,000.00, said alterations or improvements shall not be made unless they have been approved by a majority of the unit owners present and voting at a meeting at which a quorum is present. When said approval has been obtained, all unit owners shall be assessed for the cost thereof as a common charge. In the event of any emergency which could cause damage to any building(s) or part(s) thereof, the Council may expend sums in excess of \$2,000.00 to protect said building(s) or part(s) and the judgment of the Council shall be final.

SECTION XII. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY THE UNIT OWNERS

No unit owner shall make any structural addition, structural partition or wall change or structural alteration or improvement in or to his unit without prior written consent of the Council and the mortgagee of said unit. The Council shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Council to the proposed structural addition, alteration or improvement.

SECTION XIII. RIGHT OF ACCESS

Each unit owner shall grant a right of access to his unit to the manager and/or the managing agent and/or any other person authorized by the Council for the purpose of making inspections and for the purpose of correcting any condition originating in his unit and threatening another unit or common area or for the purpose of performing necessary installations, alterations or repairs to the electrical or mechanical services or other common elements in his unit or elsewhere in the building within which the unit is located provided that requests for entry are made in advance and that any such entry is at a time reasonable convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

SECTION XIV. MODIFICATION OR AMENDMENT OF CODE OF REGULATIONS

Except as hereinafter provided otherwise, these rules and regulations may be modified or amended by the vote of owner representing at least 7 of the units, provided, however that no amendment shall be contrary to the requirements of the Unit Property Act, as amended from time to time, and provided, further, that said vote shall be taken at a meeting of the unit owners duly held for such purpose. The vote at such a meeting may be in person or by proxy. Notwithstanding any other provisions herein, however, no amendment may affect or impair the validity or priority of any mortgage of record or the rights and remedies of the mortgagee. The section providing that the Declarant, so long as it retains the ownership of at least one unit, shall be entitled to elect at least one member of the Council, may not be amended. No modification or amendment may be made affecting the Council originally appointed by the Declarants in the Declaration. Any modification or amendment shall be recorded in the Recorder's Office of Allegheny County, Pennsylvania and shall become effective as of the date of such recording.

SECTION XV. CONFLICTS

These Regulations are set forth to comply with the requirements of the Unit Property Act of the Commonwealth of Pennsylvania. In the case of any conflict between these Regulations and the provisions of the Unit Property Act or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

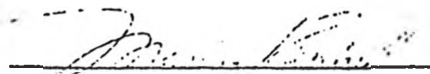
SECTION XVI. EXCULPABILITY OF COUNCIL AND OFFICERS

Neither the Council as a body nor any member thereof nor any officer of the D'Arlington Condominium Owner's Association shall be personally liable to any unit owner in any respect for any action or lack of action arising out of the execution of his office. Each unit owner shall be bound by the good faith actions of the Council in the execution of the duties of said Councilman or Officer shall be liable to any unit owner or other person for misfeasance or malfeasance in office.

IN WITNESS WHEREOF, the undersigned adopt this within Code of Regulations this _____ day of _____, 1979.

WITNESS:

D'ARLINGTON CONDOMINIUM



Marvin Resnick

G. Brinton Motherall, III .

Rosslyn G. Elman

ACKNOWLEDGMENT

COUNTY OF ALLEGHENY)
)
COMMONWEALTH OF PENNSYLVANIA) SS.

On this ___ day of _____, 1979, before me, a Notary Public, personally appeared Marvin Resnick, G. Brinton Motherall, III and Rosslyn G. Elman, who acknowledged themselves to be all members of the Council of D'Arlington Condominium and acknowledged that they adopted and executed the foregoing Code of Regulations for the purposes therein contained.

WITNESS my hand and notarial seal the day and year aforesaid.

Notary Public

(Seal)

My Commission Expires: _____