

**BY-LAWS
OF
SPRING GROVE ESTATES CONDOMINIUM ASSOCIATION, INC.
a Pennsylvania Corporation**

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BY-LAWS
OF
SPRING GROVE ESTATES CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The SPRING GROVE ESTATES CONDOMINIUM (hereinafter the "Condominium Property"), shall be governed by the SPRING GROVE ESTATES CONDOMINIUM ASSOCIATION, INC. (hereinafter the "Association"), a profit corporation created pursuant to the provisions of the Uniform Condominium Act (hereinafter "the Act") 68 Pa. C.S.A. § 3301, et seq. The principal office of the Association shall be located at Estates of Spring Grove, A Condominium, Lake View Drive, Rostraver Township, Westmoreland County, Pennsylvania 15012.

ARTICLE II
PURPOSE

The Association is formed to provide for the maintenance, care, improvement and preservation of certain properties owned, leased or otherwise subject to the control of the Association, which properties are intended for the common enjoyment of the property owners and residents in a certain condominium located in Rostraver Township, County of Westmoreland and Commonwealth of Pennsylvania, known as Estates of Spring Grove, A Condominium (hereinafter referred to as "Spring Grove Estates"); to levy and collect assessments from unit owners for the purpose of meeting corporate expenses resulting from the carrying out of its responsibilities as aforesaid; to maintain architectural standards with respect to the development of the residential units upon the above described land; to promote the health, safety and welfare

of the residents within the above described tract of land; to provide and maintain recreational facilities for the use and enjoyment of such residents and for these purposes to have, possess and enjoy all rights, benefits, powers and privileges now or hereafter provided pursuant to the Uniform Condominium Act of Pennsylvania, active July 2, 1980, (68 Pa. C.S.A. § 3301 et seq.).

The covenants, conditions and restrictions and other matters contained in the Declaration of Condominium applicable to Estates of Spring Grove, A Condominium are incorporated herein by reference as fully as if the same were set forth at length. In the event of a conflict of interpretation between the provisions set forth in these By-Laws and the Declaration, the Declaration shall govern.

In the event the Internal Revenue code is hereafter amended or changed, both the Declaration and these By-Laws shall be interpreted in such a manner as to conform to the provisions of the Internal Revenue Code with respect to non-profit entities, it being the intention to preserve the lawful status of the Association as a bona fide non-profit entity.

ARTICLE III APPLICABILITY

Section 1 - Applicability. For all present and future Unit Owners, lessees, tenants, their families, guests, licensees, agents, employees and any other person or persons that shall be permitted to use the common areas shall be subject to these By-Laws and to the Rules and Regulations issued by the Association to govern the conduct of its Unit Owners.

Section 2 - Definitions. Unless the context clearly indicates otherwise, the words and phrases used in these By-Laws have the same meaning as the identical words have in the

Declaration of Condominium, which provides for the creation of this Condominium and being contemporaneously duly recorded with this instrument.

ARTICLE IV
USE OF FACILITIES AND ONE FAMILY OCCUPANCY

The common elements shall be limited to the use of the Unit Owners and their guests. In the event that a Unit Owner shall lease or permit another to occupy his Unit, however, the lessee or occupant shall at the option of the Unit Owner, be permitted to enjoy the use of the common properties in lieu of and subject to the same restrictions and limitations as said Unit Owner. Any Unit Owner, lessee or occupant entitled to the use of the Association facilities may extend such privileges to his family residing in his household by notifying the Secretary in writing of the names of any such persons and the relationship of such Unit Owner, lessee or occupant to such persons.

ARTICLE V
UNIT OWNERS MEMBERSHIP AND VOTING RIGHTS

Section 1 - Membership. Each Unit Owner, as defined in the Declaration, is a member of the Association and shall hereinafter be referred to as "a Unit Owner" during their respective ownerships. If any unit is jointly owned, the owners of such units shall together constitute the Unit Owner for purposes of the Association. At any meeting of Unit Owners, each Unit Owner shall be entitled to the same number of votes as the share of ownership and the common elements assigned to his unit in the Declaration and any amendments thereto.

Section 2 - Voting Rights. The persons or entities from time to time entitled to exercise the voting rights appurtenant to the units shall be those shown on a current voting list to be continuously maintained by the Secretary, which list shall be closed for each meeting at the close of business on the business day next preceding the meeting date. Such list shall reflect the Unit Owners and their respective shares. If only one of the multiple owners of a unit is present at a meeting of the Association, he is entitled to cast all of the votes allocated to that unit. If more than one of the multiple owners are present, the votes allocated to that unit may be cast only in accordance with their unanimous agreement. There is unanimous agreement if any one of the multiple owners cast the votes allocated to that unit without protest being made promptly to the person presiding over the meeting by any of the other owners of the unit. The voting list shall be kept at the office of the Executive Board and may be inspected during regular business hours by any Unit Owner, and it shall be produced and kept open to like inspection throughout each meeting of the Unit Owners.

Section 3 - Percentage Interest. Each Unit Owner shall have a Percentage Interest attributable to the number of square feet in their Unit as compared to the total square feet contained in the Condominium property and shall be entitled to cast a vote in accordance with this percentage interest pursuant to Section 2 above.

ARTICLE VI MEETINGS

Section 1 - Place of Meetings. All annual and special meetings of the Unit Owners shall be held at the principal office of the Executive Board or at such other suitable and convenient

place as may be permitted by law and from time to time fixed by the By-Laws or the Executive Board and designated in the notices of such meetings.

Section 2 - Annual Meetings. The first annual meeting of the Unit Owners shall be held within sixty (60) days after the date on which title to units then submitted to the provisions of the Act and having shares in the common elements in excess of fifty (50%) percent shall have been conveyed by the Declarant to Unit Owners other than the Declarant, or within one year following the date of conveyance of the first unit, whichever shall first occur. Subsequent annual meetings of the Unit Owners shall be held in January of each year on a date and time as the Executive Board may determine.

Section 3 - Special Meetings. Special meetings of the Unit Owners may be called at any time by the President or by the Executive Board, or upon written request of twenty five (25%) percent of the Unit Owners.

The notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except that stated in the notice unless consented to in person or by proxy by sixty (60%) percent of the Unit Owners entitled to attend and vote at such special meeting.

Section 4 - Notice of Meetings. For the purpose of determining the Unit Owners entitled to written notice of any meeting of the Unit Owners, or any adjournment thereof, or for the purpose of any other action, the Executive Board shall fix in advance a date as the record date for such determination. Such date shall not be more than thirty (30) days nor less than twenty five (25) days before the date of the meeting. If no record date is fixed, then the date shall be deemed to be the twenty fifth (25th) day before the date of the meeting.

Notice for meetings or ballot poll shall be given Unit Owners at least fifteen (15) days prior to such meeting or ballot poll. Such notice may be waived by written consent of members representing sixty (60%) of the votes entitled to be cast at any such meeting or poll. Notice of meetings or ballot polls shall specify the place, day and hour. In the case of a ballot poll, the notice shall include the matter(s) to be voted upon.

Section 5 - Order of Business. The order of business at all meetings shall be as follows: (a) roll call; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) report of officers; (e) report of committees; (f) appointment of inspectors of election (in the event there is an election); (g) the election of directors (in the event there is an election); (h) unfinished business; (i) new business.

ARTICLE VII QUORUM, VOTING, PROXIES AND WAIVERS

Section 1 - Quorum; Adjournment. So many Unit Owners as shall represent at least twenty (20%) percent of the total authorized votes of all Unit Owners present in person or represented by written proxy shall be requisite to and shall constitute a quorum of all meetings of the Association for the transaction of business, notwithstanding the withdrawal of enough persons so that less than a quorum is present, except as otherwise provided by statute, by the Declaration, Certificate of Incorporation of the Association or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Association, the Unit Owners present, either in person or by proxy, may, by majority vote, reschedule the meeting for a later date, the notice thereof in accordance with the provision of these By-Laws shall be given to all Unit Owners entitled to attend and vote at such meeting. If no quorum is present

at such second meeting, the notice procedure shall be repeated if the Unit Owners present, either in person or by proxy, by majority vote, decide to call a third meeting. A quorum at such third meeting shall consist of whatever percentage of Unit Owners is present, and such fact shall be communicated in the notice for the third meeting.

Section 2 - Vote Required to Transact Business. The concurrence of the majority of the votes cast by Unit Owners at a meeting at which a quorum was present shall be the act of, and binding upon, all Unit Owners for all purposes, except unless otherwise provided under these By-Laws or the other governing documents.

Section 3 - Voting Rights. Unit Owners shall be entitled to vote either in person or by proxy at any meeting of the Association. Voting rights shall be equal among all Unit Owners and each Unit Owner is entitled to cast one vote, which is representative of each Unit Owner's Percentage Interest.

Section 4 - Proxies. Votes allocated to a Unit may be cast pursuant to a written proxy duly executed by a Unit Owner and filed with the Executive Board Secretary. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owner(s) of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term. The notation of such proxies shall be made in the minutes of the meeting. A proxy shall also become void when the Executive Board has received written

notice of the death, insolvency, or judicially-declared incompetence of the grantor of the proxy or of recording of a transfer of title to the Unit from the grantor of such proxy.

Section 5 - Units Owned by Association. No votes allocated to a Unit owned by the Association may be cast.

Section 6 - Method of Voting. Questions to be submitted to the Unit Owners may be decided at a meeting, or by ballot vote, by mail or at polling places designated by the Executive Board. The Executive Board shall determine, by resolution, the method of voting and give notice thereof as provided herein.

Section 7 - Waiver and Consent. Wherever the vote of the membership at a meeting is required or permitted by statute, or by any provision of the Declaration, Certificate of Incorporation, or of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of the membership may be dispensed, viz, if all Unit Owners who would have been entitled to vote upon the action of such meeting were held, shall consent in writing to such action being taken.

ARTICLE VIII THE EXECUTIVE BOARD

Section 1 - Term and Number.

A. The number of Unit Owners which shall constitute the whole Executive Board shall be Seven (7), each of whom shall be a natural individual of at least eighteen (18) years of age and shall be residents of the Commonwealth of Pennsylvania. A person need not be a Unit Owner to qualify for membership on the Executive Board. The Declarant shall appoint three members of the Executive Board until such time that the Unit Owners elect 25% of the

Executive Board pursuant to this Section. Not later than sixty (60) days after 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. Not later than 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.

Not later than the termination of any period of Declarant control, the Unit Owners shall elect an Executive Board consisting of 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.

Section 2 - Term. Members of the Executive Board shall serve two and four year terms as established by the Executive Board no later than the termination of any period of Declarant control.

Section 3 - Vacancy and Replacement. If the office of any member of the Executive Board shall become vacant by reason of his death, resignation, retirement, disqualification, removal from office or otherwise, the remaining members of the Executive Board, at a special meeting duly called for such purpose, shall choose a successor, who shall serve for the remaining unexpired term of the member replaced, except that any vacancy occurring as a result of the death, resignation or removal of an appointed Executive Board member shall be filled by a person appointed by the Declarant.

Section 4 - Removal. Members of the Executive Board may be removed with or without cause, by the affirmative vote of Unit Owners having two thirds (2/3) of the votes cast at any annual or special meeting of the Unit Owners duly called for such purpose. Any vacancy occurring as the result of the removal of an appointed Executive Board member shall be filled by a person appointed by the Declarant.

Section 5 - Nomination. Nominations for the election of Executive Board Members to be elected by the Unit Owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be an Executive Board member, and two or more Unit Owners, who are not Executive Board members, appointed by the Executive Board. The nominating committee shall make as many nominations for election to the Executive Board as it shall, in its discretion, determine appropriate, but no less than the number of vacancies that are to be filled.

Section 6 - Election. Election to the Executive Board by the Unit Owners shall be by secret written ballot. At such elections, Unit Owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration. Pursuant to the Declaration, each Unit Owner is entitled to cast one vote. The persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, the winner shall be determined by lot. Cumulative voting is not permitted.

Section 7 - Compensation. Unless otherwise determined by the Unit Owners at the annual meeting of the Association with respect to Officers of the Executive Board, duly called, no Executive Board member shall receive compensation for any service rendered to the

Association as an Executive Board member. However, any Executive Board member may be reimbursed for his or her actual expenses incurred in the performance of duties.

ARTICLE IX
MEETINGS OF THE EXECUTIVE BOARD

Section 1 - Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined, from time to time, by the Executive Board at a duly convened meeting or by a majority thereof without a meeting, but in no event shall more than ninety (90) days elapse between such regular meetings.

Section 2 - Special Meetings. Special meetings of the Executive Board shall be held when called by the President, or by at least two (2) Executive Board members. Any special meeting called by written request shall be scheduled by the President and held within ten (10) days after the President's receipt of such written request, at the discretion of the President. Except in the event of a significant emergency, no special meeting may be scheduled unless three days' advance notice has been given.

Section 3 - Notice; Waiver of Notice. Notice of any regular or special meeting of the Executive Board shall be given to each Board Member by serving thereon, personally or by telephone, mail or telegraph, a notice stating the date, time and place of such meeting. In addition, in the case of special meetings, such notice shall state the purpose of the meeting. Notice of regular meetings shall contain a proposed agenda and shall be given at least ten (10) days prior to the scheduled date for the meeting.

Before or at any meeting of the Executive Board, any Executive Board member may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving

of such notice. Attendance by an Executive Board member at any such meeting shall be a waiver of notice of him of the time and place thereof unless such attendance is solely for the purpose of objecting to the notice given. If all the Board members then serving on the Executive Board are present at any meeting thereof, no notice shall be required, and any business may be transacted at such meeting unless one or more of the Executive Board members are attending solely for the purpose of objection to the notice given.

Section 4 - Unit Owners Attendance at Executive Board Meetings. Unit Owners shall be entitled to attend meetings of the Executive Board, and the Board shall post or cause to be posted a notice of such meeting in such places as it thinks appropriate at least three (3) days prior to such meeting; provided, however, that the failure to give such notice shall neither invalidate any actions taken at said meeting nor impose any liability on the Executive Board, the Association or any of its officers or servants for failure to give such notice. Notwithstanding anything contained in this Section 4, all Unit Owners shall have the right to attend and be heard, but not the right to vote, at the meeting of the Executive Board at which the budget of the Executive Board and Association shall be adopted by the Executive Board. Unit Owners shall receive notice of said meeting in the manner provided in Article IX, Section 4 hereof by the Secretary of the Executive Board at least ten (10) days prior to said meeting.

ARTICLE X
ACTION BY EXECUTIVE BOARD

Section 1 - Action in Writing Without Meeting. Any action that could be taken by the Executive Board at a meeting may be taken without a meeting with the affirmative vote or

approval, in a writing or writings of all of the Executive Board members. Said writing shall be filed with the Secretary.

Section 2 - Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Executive Board members entitled to cast a majority of the votes held by the Executive Board members shall constitute a quorum for such meeting.

The acts of the majority of the Executive Board members present at a meeting at which a quorum is present shall be the acts of the Executive Board. If, at any meeting of the Executive Board there shall be less than a quorum present, the majority of those present may adjourn or cancel the meeting. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 3 - Communications Equipment. One or more Executive Board members may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can speak to and hear each other.

ARTICLE XI OFFICERS

Section 1 - Enumeration of Officers. The officers of the Executive Board shall be a President, a Secretary, a Treasurer and such other officers as the Executive Board may from time to time determine.

Section 2 - Election of Officers. The officers shall be elected by the Executive Board at the first meeting of the Executive Board following each annual meeting of the Unit Owners.

Section 3 - Term. The officers of the Executive Board shall be elected annually by the Executive Board, and each shall hold office for one year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4 - Resignation and Removal. Any officer may be removed from office, with or without cause, by the Executive Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and acceptance of such resignation shall not be necessary to make it effective.

Section 5 - Vacancies. A vacancy in any office may be filled by appointment by the Executive Board. Specific notice that a vacancy will be filled at a particular Executive Board meeting must be given to all Executive Board members at least ten (10) days prior to such meeting unless such notice is waived in writing by at least eighty (80%) percent of the members of the Executive Board. The officer appointed to a vacancy shall serve for the remainder of the term of the officer so replaced.

Section 6 - Multiple Offices. The offices of President, Secretary and Treasurer may not be held by the same person.

Section 7 - Duties. The duties of the officers are as follows:

A. President. The President shall be the chief executive officer of the Executive Board and Association and shall preside at all meetings of the Unit Owners and of the Executive Board. The President shall have the powers and duties usually vested in the offices of president of any association and of a corporation incorporated under the laws of Pennsylvania, including but not limited to, the power consistent with the authorization of the Executive Board to appoint

committees from among the Unit Owners from time to time as he may in his discretion decide are appropriate to assist in the conduct of the affairs of the Executive Board and Association.

B. Secretary. The Secretary shall keep the minutes of all meetings of the Association and the Executive Board, shall have charge of such books and papers as the Executive Board may direct and, in addition, to those duties specifically assigned to him by these By-Laws, he shall, in general, perform all the duties incident to the office of secretary of a corporation.

C. Treasurer. The Treasurer shall have charge and custody of all funds held by and for the Association and the Executive Board. The Treasurer shall keep or cause to be kept correct and complete accounts and records of all financial transactions of the Association and the Executive Board, including, without limitation, expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair and replacement expenses of the Common Elements and any other expenses incurred. In accordance with the actions of the Executive Board assessing the Common Expenses against the Units and the Unit Owners, he shall keep an accurate record of such assessments and of the payment thereof by each Unit Owner. He shall deposit the funds collected from or on behalf of Unit Owners or the Executive Board in the Executive Board's name in such depositories as the Executive Board may from time to time designate. He shall render to the Executive Board, on request, an accounting of all his transactions as Treasurer, and in general, shall have the powers and duties customarily vested in the Treasurer of a corporation incorporated under the laws of Pennsylvania. The Treasurer and any other employee or agent handling funds shall, if required by the Executive Board, furnish a bond in such form and amount and covering such risks as the Executive Board shall

require, the premium for which shall constitute a Common Expense and shall be paid by the Executive Board.

The Treasurer shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Treasurer is able to act, the Executive Board shall appoint some other member of the Executive Board to do so on an interim basis.

Section 8 - Compensation. The compensation, if any, of officers shall be fixed by the Association at its annual meeting by agreement of at least a majority of the members. If no such compensation is set forth for any office, such officer shall not receive any compensation.

Section 9 - Execution of Instruments. No agreement, check, deed, lease or other instrument shall be binding upon the Executive Board or Association unless entered into on its or on their behalf and signed by two (2) officers of the Executive Board or by one (1) officer and one other person designated by the Executive Board.

ARTICLE XII POWERS, AUTHORITY AND DUTY OF THE EXECUTIVE BOARD

Section 1 - Management of the Property; Number and Qualification. 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 shall be the Board of Directors of the Association. The Executive Board is 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.

Section 2 - Powers, Authorities and Duties. The Executive Board may act in all instances on behalf of the Association except as provided herein, in the Declaration or in the Act. The Executive Board shall have and exercise all lawful powers, authority and duties necessary for the proper conduct and the administration, management and operation of affairs of the property, and may do cause to be done all such other lawful acts and things as are not by law, by the By-Laws and the Declaration or otherwise, directed or required to be done or exercised by the Unit Owners, or by others. In the performance of its duties as the administering body of the property, the Executive Board shall have the powers, authority and duties set forth in the Act and the governing documents, including, but not limited to, the following:

A. Operation of the Common Elements. The operation, management, maintenance, renewal, replacement, repair, care, cleaning, upkeep and protection of the common elements, and all other property, real or personal, of the Executive Board held for the benefit of the Unit Owners.

B. Establish Assessments. To fix assessments for common expenses pursuant to the provisions of Articles below.

C. Collection of Common Expenses. To assess and collect funds from owners for common expenses. No expenditures for capital improvements in excess of Ten Thousand (\$10,000.00) Dollars for any one (1) item shall be made by the Executive Board without the affirmative vote of the Unit Owners representing a majority of the Unit Owners. In the event there shall be any common surplus remaining at the end of a fiscal year, then the same shall be applied to the payment of common expenses of the current fiscal year.

D. Until the Association establishes a common expense assessment, the Declarant shall pay all the common area expenses of the Condominium. Assessments shall be established annually and shall be based on the annual budget adopted by the Association.

E. Taxes and Liability Costs. To pay all water, sewer, electrical, telephone, gas and other necessary utility expenses, the taxes and assessments levied against the common elements or any property of the Executive Board held for the benefit of the Unit Owners, or otherwise necessary or desirable to facilitate the Executive Board's performance of its duties and exercise of its powers under the governing documents.

F. Hire Employees. To employ and dismiss such clerks, workmen, janitors, watchmen and other personnel, and to purchase or arrange for such services, machinery, equipment, tools, materials and supplies, as in the opinion of the Executive Board may from time to time be necessary for the proper operation and maintenance of the common elements.

G. Collection of Delinquencies. To collect delinquent levies or assessments made by the Executive Board against any units and the respective Unit Owners thereof, and interest thereon, together with such costs and expenses incurred in connection therewith, including but not limited to filing fees, court costs and attorneys' fees whether by suit or otherwise, and to abate nuisances and enforce the rules and regulations of the association relating to the property, by injunction or such other legal action or means as the Executive Board may deem necessary or appropriate.

H. Professional Services. To contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys and certified public accountants and such other professional and non-professional services as the Executive Board deems necessary.

I. Bank Accounts. To open and maintain bank accounts.

J. Association Rules. To make, promulgate and enforce compliance with the rules and regulations, relative to the operation, use and occupancy of the Units, the common elements, and other portions of the property, the conduct of Unit Owners, their invitees, agents and guests and rules and regulations for the use and enjoyment of the property, and to amend the same from time to time as the Executive Board shall deem necessary or appropriate. A copy of such rules and regulations and copies of any amendments thereof shall be delivered or mailed to each Unit Owner promptly upon the adoption thereof. The association rules shall be subject to change by the affirmative vote of a majority of the Unit Owners.

K. Insurance. To procure and maintain the insurance and keep the property insured as provided in Article XVI of these By-Laws. The Executive Board shall pay the premiums on the aforementioned insurance as common expenses. In the event the amount of any premium on such insurance shall be increased above the normal premium because of a particular use of, or hazard or risk in a Unit, the Unit Owner of such Unit shall be solely liable for the increase, and the same shall not constitute a common expense.

L. Collection of Proceeds. To collect all proceeds of all casualty or physical damage insurance and to apply the same towards the cost of repair, restoration or replacement of any damaged property in accordance with the provisions of the Declaration.

M. Prosecution of Eminent Domain Proceedings. To prosecute all proceedings with respect to the taking, injury or destruction by eminent domain of the common elements or any part thereof, provided, however, that the Executive Board shall not compromise any claim

without the affirmative vote of at least a majority of the Unit Owners. The Executive Board shall give notice of any such proceedings to each Unit Owner and all noticed mortgagees.

N. Purchase of Units. To cause the association to purchase, hold, sell, convey, mortgage, lease, or rent Units. In order to protect the Executive Board's right to collect unpaid assessments which are a charge against a Unit, it shall have the right to purchase, on behalf of the Unit Owners, at Sheriff's sale, any Unit, provided that action shall be authorized by the affirmative vote of a majority of the members of the Executive Board. The Executive Board may borrow all or a part of the funds necessary to effect any such purchase. Payment of the purchase price shall be made from the common receipts and any income from resale, mortgage or lease shall be deemed to constitute common receipts.

O. Lease or License of Common Elements. To cause the Association to lease or license the use of common elements in a manner not inconsistent with the rights of the Unit Owners.

P. Designation of Title Holder. To designate a nominee for the purpose of acquiring title to any Unit and/or to designate and enter into a trust agreement with two (2) or more members of the Executive Board to act as trustees behalf of the Executive Board and Unit Owners for the purpose of holding title to any Units purchased by the association in trust for the association and the Unit Owners and/or to execute mortgages and leases as such trustees.

Q. Leases. To enforce governing documents provisions regarding the leasing and subleasing of Units.

R. Personal Property. To purchase, hold, sell, convey, hypothecate, mortgage, lease or rent personal property.

S. Additions and Improvements. Subject to the provisions of the governing documents, the Executive Board shall have the right to make or cause to be made such alterations, additions and improvements to the common elements as in the Executive Board's opinion may be beneficial and necessary or desirable. The costs thereof shall be assessed as common expenses.

T. Incidental Duties. To perform such other duties and exercise such powers as are contained in the Act and governing documents or any amendment or supplement thereto.

U. Appoint Committees. To appoint the members of the Design Review Committee pursuant to the provisions of the Declaration and to appoint such other committees as it deems appropriate to carry out its purposes and may delegate to the President full, partial, restricted or unrestricted power to create committees and appoint the members to such committees.

V. Other Acts. To perform such other acts, whether or not expressly authorized by the governing documents as may be reasonably necessary or appropriate to enforce or effectuate any of the provisions of the governing documents.

W. Contracts. To enter into agreements, contracts, deeds, leases, mortgages and other written instruments or documents with respect to the common elements and all matters for which the Executive Board has been given authority to act pursuant to the governing documents and to perform and carry out all obligations incurred pursuant thereto.

ARTICLE XIII LIMITATION ON AUTHORITY

Section 1 - Prohibitions on Executive Board. 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.

Section 2 - Rejection of Budget by Unit Owners. 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 by the Executive Board.

ARTICLE XIV
LIABILITY OF DECLARANT, OFFICERS, EXECUTIVE BOARD MEMBERS,
AND OTHER COMMITTEE MEMBERS

Section 1 - Liability of Officers, Executive Board Members, and Other Committee Members. Executive Board members, officers, assistant officers, 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 other 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; and

A. Expenses of administration, maintenance, repair and replacement of all portions of the common elements, including, without limitation, compensation paid by or on behalf of the Executive Board to accountants, attorneys, managing agents and other employees and such amounts as the Executive Board deems proper to establish reserves for replacement of said portions of the common elements.

B. Expenses of the Executive Board in managing the business, operation and affairs of the property on behalf of the Unit Owners.

C. Premiums on all policies of insurance required to be maintained pursuant to Article XVI hereof.

D. Amounts necessary to fund an adequate reserve for maintenance, repair and replacement of the common elements.

E. Such amounts as the Executive Board deems proper for working capital, general operating reserves, reserves for contingencies and to make up any uncollectible delinquencies in the payment of assessments for common expenses.

F. Any expense declared common by the Declaration or elsewhere in these By-Laws.

G. Expenses agreed upon as common by all the Unit Owners.

Section 2 - Preparation of Budget.

A. The Executive Board shall prepare and adopt not later than the first (1st) Wednesday of December of each calendar year a budget or estimate of common expenses for the next succeeding fiscal year which shall include, but not be limited to, a provision to establish and maintain an adequate reserve fund for the replacement of the common expenses.

B. The omission by the Executive Board to fix the assessments for the next fiscal year shall not be deemed a waiver or modification in any respect of the provisions of these By-Laws or of the other governing documents, or a release of the Unit Owners from the obligation to pay the assessments, or any installment thereof for any such year, but the assessment fixed for the preceding fiscal year shall continue until a new assessment is fixed.

C. The Executive Board may adjust or increase the amount of any annual assessment for common expenses and monthly installments thereof, and levy and collect in addition thereto, special assessments for common expenses in such amounts as the Executive Board may deem proper, whenever the Executive Board is of the opinion that it is necessary. All such increased or special assessments shall be made or levied against the Unit Owners according to the share of each Unit Owner in the common elements as set forth in Exhibit "G" to the Declaration, and any amendments thereto.

D. In the event there shall be any common surplus remaining at the end of a fiscal year, then the same shall be applied to the payment of common expenses of the current fiscal year.

E. The Executive Board shall prepare at the end of each fiscal year and furnish to all Unit Owners a report of the business and affairs of the Executive Board, showing its transactions and reflecting fully and accurately its financial condition.

Section 3 - Collection and Payment of Assessments.

A. Until the Association makes a common expense assessment, the Declarant shall pay all the expenses of the Condominium. After any assessment has been made by the Association, assessments shall be made at least annually and shall be based on a budget adopted at least annually by the Association.

B. Allocation and Interest. Except for assessments established by Declarant or under subsection (C) below, common expenses shall be assessed against all the Units in accordance with the Common Expense Liability allocated to each Unit. Each Unit Owner's Percentage Interest shall be as referred to on Exhibit A attached hereto and each Unit Owner shall pay an equal amount in the event that the Association makes a common expense assessment. Any past due assessment or installment thereof shall bear interest at the rate of fifteen (15%) percent per year.

C. Limited Common Element Expenses. Except as provided by the Declaration:

(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.

D. 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.

Section 4 - Lien for Assessments.

A. General Rule. The Association has a lien on a Unit for any assessment levied against that Unit or fine 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. Unless the Declaration otherwise provides, fees, charges, late charges, fines 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 on 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 shall be divested by a judicial sale of the Unit.

- (i) As to unpaid common expense assessments that come due during the six (6) 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 (6) 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 these 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. Section 8123.

C. Notice and Perfection of Lien. Subject to the provisions of subsection (B), recording of the 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 (3) 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.

F. Statement of Unpaid Assessments. The Association shall furnish to Unit Owner upon written request a recordable statement setting forth the amount of unpaid assessments currently levied against his Unit. The statement shall be furnished within ten (10) business days

after receipt of the request and is binding on the Association, the Executive Board and every Unit Owner.

G. Association Records. The Association shall keep financial records sufficiently detailed to enable the Association to comply with the Act. All financial and other records shall be made reasonably available for examination by any Unit Owner and his authorized agents.

Section 5 - Unpaid Assessments Upon Voluntary Sale of a Unit. Upon the voluntary sale or conveyance of a Unit or any interest therein, the grantee thereof shall be jointly and severally liable with the grantor thereof for all unpaid assessments for common expenses which are a charge against the Unit as of the date of the sale or conveyance, but such joint and several liability shall be without prejudice to such grantee's right to recover from such grantor the amount of any such unpaid assessments which such grantee may pay, and until any such assessments are paid, they shall continue to be a charge against the Unit which may be enforced by suit by the Executive Board in a civil action. Any person who shall have entered into a written agreement to purchase a Unit shall be entitled to obtain from the Treasurer a written statement of the amount of unpaid assessments charged against the Unit and if such statement is not correct as of the date it is rendered, neither the purchaser nor the Unit shall be liable for the payment of more than the unpaid assessments shown thereon but the seller of such Unit shall remain liable for such excess. Any Unit Owner may be reassessed by the Executive Board as a common expense to be collected from all of the Unit Owners, including the purchaser, his successors and assigns.

ARTICLE XVI
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 a Declarant, the Association shall maintain to the extent reasonably available:

(1) Property insurance on the common elements and 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 lienholders 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 (80%) percent of the Unit Owners, including every Owner of a Unit or assigned limited common element which will not be rebuilt, vote not to rebuild.

The cost of repair or replacement in excess of insurance proceeds and reserve is a common expense.

(2) If the entire Condominium is not repaired or replaced:

- (i) the insurance proceeds attributable to the damaged area shall be used to restore the damaged or destroyed Units or limited common elements to a condition compatible with the remainder of the Condominium;
- (ii) the insurance proceeds attributable to Units and limited common elements which are not rebuilt shall be distributed to the owners of those Units and the Owners of the Units to which those limited common elements were assigned; and
- (iii) the remainder of the Proceeds shall be distributed to all the Unit Owners in proportion to their common element interests. 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 upon the vote as if the Unit had been condemned, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

H. Mine Subsidence Insurance

If so directed by the Executive Board, it shall be mandatory for each Unit Owner to purchase on an annual basis, mine subsidence insurance pursuant to the following terms and conditions:

- (a) Commencing no later than the time of purchase of a Unit or Units, the Unit Owner shall make application for and shall purchase mine subsidence insurance.
- (b) Thereafter, on an annual basis, each Unit Owner shall deposit with the Executive Board, a sum equal for the purchase of mine subsidence insurance in

an amount equal to the replacement value of the Unit along with a completed application or request for mine subsidence insurance.

(c) All mine subsidence insurance policies shall designate the Spring Grove Estates Condominium Association, Inc. as an additional insured and a copy of said policy shall be deposited on an annual basis with the Executive Board of the Spring Grove Estates Condominium Association, Inc.

(d) If at any time, a Unit Owner fails or neglects to complete and sign any necessary application and pay the annual premium for mine subsidence insurance when due by depositing same with the Association at least thirty (30) days prior to the due date, the Association shall pay the premium and shall assess, fine and lien the Unit as if it were a common expense assessment and the Association shall be empowered to exercise all rights reserved to the Association pursuant to Article XV of the By-Laws.

(3) Notwithstanding the provisions of this subsection, the Act governs the distribution of insurance proceeds if the Condominium is terminated.

Section 3 - Insurance Trustee. The Executive Board is authorized to designate an insurance trustee of all property insurance purchased by the Executive Board, to serve in such capacity under an Insurance Trust Agreement until its successor has been designated and duly qualified. All provisions of the Insurance Trust Agreement shall be covenants for the benefit of and may be enforced by the Association, the Executive Board, the Unit Owners, and any mortgagee of a Unit whose interest in such insurance is evidenced by an endorsement to the relevant policy or policies of such insurance.

A. All policies of property insurance obtained by the Executive Board, together with all endorsements thereto, may be deposited with the Insurance Trustee.

B. All charges, fees and commissions payable to any such Insurance Trustee shall be assessed as common elements and paid by the Executive Board.

C. The Executive Board shall by resolution from time to time, charge such charges, fees and commission or allocable portions thereof of the Unit Owner or among the Unit Owners of the Units with respect to which such charges, fees and commissions have been incurred, and assess such Unit Owner or Unit Owners in the same manner and to the same effect as common expenses are charged and assessed.

ARTICLE XVII AMENDMENTS TO BY-LAWS

Section 1 - Proposal. Amendments to the By-Laws shall be proposed by either the Executive Board or by at least twenty-five (25%) percent of the Unit Owners having shares in the common elements aggregating at least twenty-five (25%) percent. The proposed amendment must be reduced to writing and shall be included in the notice of any meeting at which action is to be taken thereon.

Section 2 - Vote Required. The affirmative vote of Unit Owners representing seventy five (75%) percent of the Unit Owners shall be required to amend the By-Laws; provided, however, that if any such amendment would affect the Declarant's ability to sell or lease Units owned by the Declarant, such amendment shall require the written approval of the Declarant, and if such amendment would affect in any way the rights of noticed mortgagees, any such

amendment shall also require the written approval of at least seventy five (75%) percent of the noticed mortgagees (based upon one (1) vote for each first mortgage owned).

ARTICLE XVIII
MISCELLANEOUS

Section 1 - Failure of the Executive Board to Insist Upon Strict Performance is no Waiver. The failure of the Executive Board to insist in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of the governing documents or to exercise any right or option therein contained or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, restriction, option or right, but such term, covenant, restriction, option or right shall remain in full force and effect. The receipt by the Executive Board of any payment of assessments from any Unit Owner with knowledge of the breach of any covenant of the governing documents shall not be deemed a waiver of such breach, and no waiver by the Executive Board of any provision of the governing documents shall be deemed to have been made unless expressed in writing and signed by duly authorized officers of the Executive Board.

Section 2 - Captions. Captions used in the By-Laws and the Table of Contents, if any, are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the governing documents.

Section 3 - Gender, Singular, Plural. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural and the use of any gender shall be deemed to include all genders.

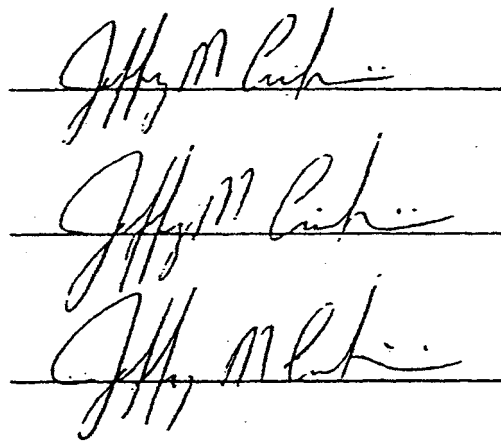
Section 4 - Severability. Invalidation of any one of the provisions of these By-Laws shall in no way affect any other provisions hereof, and all such other provisions shall remain in full force and effect,


Section 5 - Effective Date. The By-Laws shall become effective on the date when recorded.

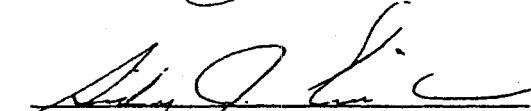
Section 6 - Fiscal Year. The fiscal year of the Association shall begin on the first (1st) day of January in each year and shall end on the thirty-first (31st) day of December of each year.

IN WITNESS WHEREOF, the undersigned, constituting all of the first members of the Executive Board, have executed these By-Laws in such capacity, under their hands and seals, this 20th day of June, 1996.

WITNESS:




Mark Latorre, Treasurer


Sidney J. Cicchini, President


JoAnn Cicchini, Secretary

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 A to the By-Laws